



**SUCCESSION  
TRAINING**

# **BSB51415 Diploma of Project Management**



## **Human Resource Management**

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Version control & document history

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## ASSESSMENT WORKBOOK COVERSHEET

|                    |                           |
|--------------------|---------------------------|
| WORKBOOK:          | Workbook 3                |
| TITLE:             | Human Resource Management |
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**Please read the Candidate Declaration below and if you agree to the terms of the declaration sign and date in the space provided.**

By submitting this work, I declare that:

- I have been advised of the assessment requirements, have been made aware of my rights and responsibilities as an assessment candidate, and choose to be assessed at this time.
- I am aware that there is a limit to the number of submissions that I can make for each assessment and I am submitting all documents required to complete this Assessment Workbook.
- I have organised and named the files I am submitting according to the instructions provided and I am aware that my assessor will not assess work that cannot be clearly identified and may request the work be resubmitted according to the correct process.
- This work is my own and contains no material written by another person except where due reference is made. I am aware that a false declaration may lead to the withdrawal of a qualification or statement of attainment.
- I am aware that there is a policy of checking the validity of qualifications that I submit as evidence as well as the qualifications/evidence of parties who verify my performance or observable skills. I give my consent to contact these parties for verification purposes.

Name :XI KE

Signature:



Date:

10/1/2021

## WRITTEN QUESTIONS

### Part 1 – Manage Project Human Resources

1. Consider the following methods or processes involved in Human Resource Management (HRM). In your own words, briefly discuss each.

Do not exceed fifty (50) words for each discussion.

| HRM Methods                 | Discussion                                                                                                                                                                                                                                                                                                                        |
|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Develop human resource plan | It is a plan to identify the human resources required with the necessary skills for the success of the project. It is also the process of determining project roles, responsibilities and required skills, reporting structure , and a staffing management plan.                                                                  |
| Acquire project team        | It is the process of recruiting and confirming human resource required to complete the project. It is usually the company human resource team who recruit any new employee required and it will be the project manager to choose from the available staff member within the company or any subcontractor approved by the company. |
| Develop project team        | It is an ongoing effort of improving the team competencies, efficiency of communication and interaction. Project managers should be able to identify, build, maintain, motivate, lead and inspire the project team to improve team performance.                                                                                   |

|                     |                                                                                                                                                   |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| Manage project team | It is a process of monitoring team member performance, providing feedback, resolving issues and managing changes to optimise project performance. |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|

2. The following are strategies for managing human resources. Match each strategy to its correct description.

Write the letters that correspond to your answers in the spaces provided.

|   | Strategy HR management              | Description                                                                                                                                                                                                                                                |
|---|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| b | Conflict resolution                 | a. A strategy involving projecting labour needs and the effects they'll have on an organisation, or a project.                                                                                                                                             |
| a | HRM forecasts                       | b. A strategy employed for two or more parties to find a peaceful solution to a disagreement among them.                                                                                                                                                   |
| d | Learning and development strategies | c. The process of attracting individuals on a timely basis, in sufficient numbers and with appropriate qualifications, to apply for jobs with an organization.                                                                                             |
| e | Performance monitoring              | d. An organisational strategy that articulates the workforce capabilities, skills or competencies required to ensure a sustainable, successful project and that sets out the means of developing these capabilities to underpin performance effectiveness. |
| c | Personnel recruitment               | e. A strategy involving assessing progress towards meeting performance and project objectives; sharing feedback on progress relative to the project goals.                                                                                                 |

3. Select two (2) strategies for HR management outlined in Written Question 6. Provide at least one (1) example or situation relating to project management in which they are best applied.

Complete the table below.

| HR management strategy | Application<br>(provide at least one (1))                                      |
|------------------------|--------------------------------------------------------------------------------|
| HRM Forecasts          | Microsoft Project Gantt Chart with resources allocated to each individual task |
| Performance monitoring | Weekly team meeting                                                            |

4. Outline three (3) processes for measuring individuals' performance against agreed criteria and briefly explain each.

Do not exceed 100 words for each process you outline.

a. Asking project team members to use self-monitoring tool, such as project plans, checklists, and activity logs to help them track their progress.  
This process will help team members monitor whether they are meeting targets and deadlines. It will also help identifying the status or progress of any individual activity, assignment or task.

b. Reviewing work in progress on a regular basis.  
This can be done in different ways such as spotchecks, review of end products, observing how a team member works, and casually asking a team member on how

a particular task is going. Although this is a good monitoring process, project managers should avoid micromanaging.

c. Performance review.

A performance review is a systematic and periodic process that assesses the member's performance and productivity in relation to certain pre-established criteria.

5. Consider the strategies or techniques used for managing and improving team performance. Match each strategy or technique to its correct description.

Write the letters that correspond to your answers in the spaces provided.

|   | Strategy / technique           | Discussion                                                                                                                                                                                                                                                                                          |
|---|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| b | Observation and conversation   | a. Focuses on building life skills of the individual with no specific agenda. The returns are learning and affirmation.                                                                                                                                                                             |
| c | Project performance appraisals | b. These are used to stay in touch with the work and attitudes of project team members. The project management team monitors progress toward project deliverables, accomplishment that are a source of pride for team members, and interpersonal issues.                                            |
| d | Coaching                       | c. Objectives for conducting these during the course of a project can include clarification of roles and responsibilities, constructive feedback, discovery of unknown or unresolved issues, development of individual training plans, and establishment of specific goals for future time periods. |
| a | Mentoring                      | d. Focuses on performance of tasks with a specific agenda that comes with the job. The returns are improved teamwork or performance.                                                                                                                                                                |

## Part 2 – Manage Project Procurement

1. Consider the following procedures involved in project procurement. Match each procedure to its correct description.

Write the letters that correspond to your answers in the spaces provided.

|   | General feature         | Description                                                                                                                                                                                                                                                                                                                                                   |
|---|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| c | Plan procurements       | a. It is the process of completing each project procurement. It also involves administrative activities such as finalising open claims, updating records to reflect final results and archiving such information for future use.                                                                                                                              |
| b | Conduct procurements    | b. It is the process of obtaining seller responses, selecting a seller, and awarding a contract. In this process, the team will receive bids or proposals and will apply previously defined selection criteria to select one or more sellers who are qualified to perform the work and acceptable as a seller.                                                |
| d | Administer procurements | c. This is the process of documenting project purchasing decisions, specifying the approach, and identifying potential sellers. It defines those project needs which can be best be, or must be, met by acquiring products, services, or results outside the project organisation, against those project needs which can be accomplished by the project team. |
| a | Close procurements      | d. This is the process of managing procurement relationships, monitoring contract performance, and making changes and corrections as needed.                                                                                                                                                                                                                  |

2. The following are general features of a procurement management plan. Match each feature to its correct description.

Write the letters that correspond to your answers in the spaces provided.

|   | General feature                            | Description                                                                                                                                                                                                          |
|---|--------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| d | Contract management process                | a. This includes details of procurement (both contractors and purchases) needed for the project; as well as the selection criteria needed for each resource (this may be provided in the appendices if substantial). |
| a | Resources to be procured                   | b. These include details of the communication arrangements of procurement to stakeholders; as well as the responsibilities for staff and team members when dealing with contractors.                                 |
| b | Responsibilities to contractors            | c. Discusses the procedures for probity and project governance constraints of the procurement for this project.                                                                                                      |
| c | Probity and project governance constraints | d. This includes information of the procurement process, from the identification of the need for procurement through to the procurement process itself and how successful contractors are selected.                  |

3. List at least five (5) criteria that can be used to select vendors or suppliers.

- a. Capacity to perform the contract
- b. Qualifications
- c. Exclusion
- d. Availability
- e. Background checks
- f. Price
- g. Experience
- h. Financial stability

4. The following are documents required in the procurement process of the project. Match each document to its correct description.

Write the letters that correspond to your answers in the spaces provided.

|   | Documentation               | Description                                                                                                                                                                                                                                                                                          |
|---|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| c | Procurement management plan | a. These document the conclusions reached regarding what project products, services, or results will be acquired from outside the project organisation, or will be performed internally by the project team.                                                                                         |
| d | Change requests             | b. These are often included as part of the procurement documents. These are developed and used to rate or score seller / contractor / vendor proposals, and may be objective or subjective.                                                                                                          |
| a | Make-or-buy decisions       | c. This documentation describes how the procurement processes will be managed from developing procurement documents through contract closure. This documentation may include guidance for but not limited to types of contract to be used, risk management issues, managing multiple suppliers, etc. |
| b | Source selection criteria   | d. These are proposals to expand or reduce the project scope, modify policies, processes, plans, or procedures, modify costs or budgets, or revise schedules.                                                                                                                                        |

5. Consider the structure of a contract. The following are sections that should be included in both the preamble and the schedules of any part of the contract.

Write **P** if the section is to be included in preamble of the contract and write **S** if the section is to be included in the schedules of the contract. Write your answers in the spaces provided.

|   |                                                                      |
|---|----------------------------------------------------------------------|
| P | a. Governing law and jurisdiction                                    |
| S | b. Agreed schedule.                                                  |
| S | c. Agreed payments.                                                  |
| P | d. Insurance                                                         |
| S | e. Agreed HR requirements (actual people, qualifications, etc.).     |
| S | f. Any allowed subcontracting arrangements.                          |
| P | g. Confidentiality                                                   |
| P | h. Intellectual property                                             |
| S | i. Agreed quality standards.                                         |
| P | j. Restraint                                                         |
| P | k. Conflict of interest                                              |
| P | l. Subcontracting                                                    |
| S | m. Reporting and meeting requirements.                               |
| P | n. Variation                                                         |
| P | o. Warrantee                                                         |
| S | p. Any risk management activities the contractor is responsible for. |

|   |                         |
|---|-------------------------|
| P | q. Termination          |
| S | r. Description of work. |

6. The following are general conditions of the contract. Match each condition to its correct description.

Write the letters that correspond to your answers in the spaces provided.

|   | General conditions    | Description                                                                                                                                                                                                                                              |
|---|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| c | Variation             | a. Covers the copyright ownership of any written or artistic materials produced during the course of the project. In nearly all instances, ownership of copyright is given to our organisation, but this must be specified in the contract.              |
| a | Intellectual property | b. Covers the closure of the project. It also contains what happens if the contract is ended before the deliverables have been produced.                                                                                                                 |
| d | Restraint             | c. This refers to the change management process. The contract should stipulate that all contract changes go through the formal change management process.                                                                                                |
| e | Conflict of interest  | d. There may be a clause preventing the contractor engaging in related activities for a set period of time following the end of the project. This is not as common for contractors as it is for employees.                                               |
| f | Warranty              | e. This prevents the contractor from performing activities that may damage the interests of your organisation.                                                                                                                                           |
| b | Termination           | f. Statement indicating the contractor will perform the services with reasonable care and skill, and that the intellectual property rights of any third party are not infringed. There may also be a warranty period listed for a product post-delivery. |

7. Consider the legislation, codes and national standards relevant to types of contract and associated procurement processes.
  - a. List the relevant federal legislation applicable to contract law.
  - b. List at least two (2) other pieces of legislation relevant to your contractor.

- a. Competition and Consumer Act 2010
- b. Work Health and Safety Act 2011  
Fair Work Act 2009  
Corporations Act 2001

8. Which of the following statements are true regarding the Contract Law?  
Select all that apply.

|                                     |                                                                                                                                                           |
|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | Contract law encompasses any laws or regulations directed toward enforcing certain promises.                                                              |
| <input type="checkbox"/>            | A verbal agreement or contract is as reliable as a written contract.                                                                                      |
| <input checked="" type="checkbox"/> | A contract is an agreement between two parties – either between two individuals, an organisation and an individual, or two organisations.                 |
| <input type="checkbox"/>            | Terms in the contract may be considered unfair when one party decides it is unfair.                                                                       |
| <input checked="" type="checkbox"/> | The first requirement for a valid contract is an agreement between two or more parties.                                                                   |
| <input checked="" type="checkbox"/> | The Australian contract law is divided into five categories including formation, scope and content, avoidance, performance and termination, and remedies. |
| <input checked="" type="checkbox"/> | It is recommended that all project contracts need to be in writing to save any confusion.                                                                 |

9. Consider the probity and project governance constraints that relate to project procurement in a project provided below.
- In your own words, briefly discuss how each constraint relates to project procurement. Do not exceed fifty (50) words for each discussion.
  - For each constraint, include at least one (1) specific example or situation in your current industry or an industry you would most likely work in.

| Probity and project governance constraint | Discussion                                                                                                                                                                                                                                  | Provide at least one (1) industry-specific example or situation                                                                                                                      |
|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Ethical behaviours                        | <p>unethical behaviours usually occur when project managers evaluating, selecting, and recruiting project team members, vendors, suppliers, or contractors.</p> <p>project confidential documentation should also be carefully handled.</p> | Project managers or contract administrators to accept bribes from suppliers or contractors.                                                                                          |
| Limits of authority                       | Project managers does not usually have the authority to enter into contracts on behalf of the company, and is usually not asked to administer the contracts once in place.                                                                  | contracts mamanger are usually manging the letting of supplier or subcontractor contracts. project administrators will then administer the excution of contracts during the project. |

## Part 3 – Manage Project Stakeholder Engagement

1. Consider the different project stakeholders listed below. In your own words, discuss each project stakeholder in terms of the following:
  - a. The project stakeholder's interest in the project
  - b. The project stakeholder's expectations of the project
  - c. What is expected of the project stakeholder

Complete the table below.

| Stakeholder            | The project stakeholder's interest in the project     | The project stakeholder's expectations of the project                                                                                                | What is expected of the project stakeholder                                            |
|------------------------|-------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| Project sponsor        | Owner/funding source of the project                   | To get the end product they have paid for within the required timeframe                                                                              | To support the project and provide funding as needed, and to accept the end product    |
| Project manager        | responsible for ensuring the delivery of the project. | The project team, contractors and suppliers deliver on the project, and the project is appropriately supported by the sponsor and senior management. | To ensure that project deliverable are delivered timely, efficiently, and effectively. |
| Project team member(s) | Responsible for delivery of tasks / support services. | Tasks are supported appropriately by the project manager.                                                                                            | To deliver goods/services as per allocated tasks.                                      |

|                   |                                                               |                                                                                   |                                                         |
|-------------------|---------------------------------------------------------------|-----------------------------------------------------------------------------------|---------------------------------------------------------|
| Contractors       | Responsible for delivery of tasks / support services.         | Tasks are supported appropriately by the project manager.                         | To deliver goods/services as per allocated tasks.       |
| Suppliers         | Provides goods and services to support the project.           | Procurement is supported appropriately by the project manager.                    | To deliver goods/services as per allocated tasks.       |
| The end user      | Benefits from the end product of the project.                 | The end product delivers as per their requirements.                               | customer satisfaction survey                            |
| Regulatory bodies | Provides standards/laws regarding the quality of the project. | The processes and outputs of the project meet relevant standards and legislation. | To provide advice on compliance requirements as needed. |
| Senior executive  | Corporate governance of the project.                          | The project is delivered at a profit to the company.                              | To support the project manager.                         |

2. Consider the different levels of stakeholder engagement below. In your own words, briefly describe each.

Do not exceed fifty (50) words for each discussion.

| Stakeholder engagement levels | Discussion                                                                                                                                                                                                      |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unaware                       | If sufficient effort is expended in identifying stakeholders and following correct procedures, the project should not have stakeholders who are not aware of the project or its potential benefits and impacts. |
| Resistant                     | Stakeholder especially the one with high power being resistant to change may seriously affect the project deliverables.                                                                                         |
| Neutral                       | In most cases, not much is required to be done to these stakeholders except when they are identified as having high power or influence over the project.                                                        |
| Supportive                    | These stakeholders are aware of the project and are supportive of changes. This is the desired engagement level of most stakeholders.                                                                           |
| Leading                       | stakeholders are actively engaged in ensuring the success of the project. Stakeholders with high influence on the project should ideally reach this level of engagement.                                        |

3. Consider the different methods, tools, and techniques used in stakeholder engagement provided below. Match each to its correct description.

Write the letters that correspond to your answers in the spaces provided.

|   | Methods, tools, and techniques | Description                                                                                                                                                                                                                                                                                                          |
|---|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| b | Stakeholder analysis           | a. To ensure comprehensive identification and listing of stakeholders, judgement should be sought from groups or individuals with specialized training or knowledge on the subject area such as senior management, SMEs, and others.                                                                                 |
| a | Expert judgement               | b. This is a method of systematically gathering and examining quantitative and qualitative information to determine whose interests should be taken into account throughout the project. It identifies the interest, expectations, and influence of the stakeholders and relates them to the purpose of the project. |
| d | Interpersonal skills           | c. These involve the act of directing and controlling a group of people for the purpose of coordinating and harmonizing the group towards accomplishing project objectives.                                                                                                                                          |
| e | Communication methods          | d. These include skills in building trust, resolving conflict, active listening, and overcoming resistance to change to manage stakeholder expectations.                                                                                                                                                             |
| c | Management skills              | e. These involve the act of sharing information among project stakeholders and they can be broadly be classified into interactive, push, and pull.                                                                                                                                                                   |

4. List four (4) management skills that can be utilised in stakeholder engagement.

- a. Presentation skills
- b. Negotiating
- c. Writing skills
- d. Public speaking

5. List four (4) common problems relating to project management that lead to variances in stakeholder engagement.

- a. Incorrect or misleading content
- b. Missing reports
- c. Stakeholder complaint
- d. Untimely distribution

6. The following are key components of stakeholder engagement. Match each key component to its correct description.

Write the letters that correspond to your answers in the spaces provided.

|   | Key Component                           | Description                                                                                                                                                                          |
|---|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| g | Stakeholder Identification and Analysis | a. Plan out each consultative mechanisms, consult inclusively, document the process, and communicate follow-up.                                                                      |
| f | Information Disclosure                  | b. Involve directly affected stakeholders in monitoring project impacts, mitigation and benefits, and involve external monitors where they can enhance transparency and credibility. |
| a | Stakeholder Consultation                | c. Establish accessible and responses for stakeholders to raise concerns and complaints about the project throughout its life.                                                       |

|   |                                               |                                                                                                                                                                                                           |
|---|-----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| e | Negotiation and Partnerships                  | d. Build and maintain sufficient capacity within the company to manage processes of stakeholder engagement, track commitments, and report on progress.                                                    |
| c | Grievance Management                          | e. For controversial and complex issues enter into good faith discussions that satisfy the interest of all parties. Add value to impact mitigation or project benefits by forming strategic partnerships. |
| b | Stakeholder Involvement in Project Monitoring | f. Communicate information to stakeholders early in the decision-making process, in ways that are meaningful and accessible, and continue this communication throughout the project life                  |
| h | Reporting to Stakeholders                     | g. Invest time in identifying and prioritizing stakeholders and assessing their interests and concerns.                                                                                                   |
| d | Management Functions                          | h. Report back to stakeholders on environmental, social and economic performance both those consulted and those with more general interests in the project.                                               |

7. Which of the following are key principles of stakeholder engagement?

Select all that apply.

|                                     |                                                                                                                                                                                                  |
|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | a. Relationship: Try to engender trust with the stakeholders. Seek out networking opportunity.                                                                                                   |
| <input checked="" type="checkbox"/> | b. Remember, they are human: Operate with an awareness of human feelings.                                                                                                                        |
| <input checked="" type="checkbox"/> | c. Take responsibility: Project governance is the key of project success. It's always the responsibility of everyone to maintain an ongoing dialogue with stakeholders.                          |
| <input type="checkbox"/>            | d. Celebrate success: Ensure that all other project stakeholders are aware of your accomplishments.                                                                                              |
| <input checked="" type="checkbox"/> | e. Consult, early and often: Always ask the right questions to get the useful information and ideas. To engage their support ask them for advice and listen how they feel.                       |
| <input checked="" type="checkbox"/> | f. Understand what success is: Explore the value of the project to the stakeholder.                                                                                                              |
| <input checked="" type="checkbox"/> | g. Communicate: Before we are aiming to engage and influence stakeholders, it's crucial to first seek to understand. To ensure intended message is understood and the desired response achieved. |
| <input checked="" type="checkbox"/> | h. Simple but not easy: Show your care. Be empathetic. Listen to the stakeholders.                                                                                                               |
| <input type="checkbox"/>            | i. Quantity over quality: The more project stakeholders involved in the project the more chances of ensuring the project's success.                                                              |
| <input checked="" type="checkbox"/> | j. Plan it: Time investment and careful planning against it, has a significant payoff.                                                                                                           |

## Part 4 – Manage Personal Work Priorities and Professional Development

1. Discuss the principles and techniques involved in the management of organisation by completing the table below.

Further guidance is provided in the table.

| Aspects in management of organisation.        | Provide a brief description of the principles behind this aspect:                                                                                                                                              | Provide at least (1) technique you would use to manage this aspect in your own workplace:         |
|-----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| Performance measurement                       | Performance measurement is the process of collecting, analysing and/or reporting information regarding the performance of an individual, group, organisation, system or component.                             | quality assurance processes in HR                                                                 |
| Personal behaviour                            | As the primary point for all stakeholders, project managers need to have strong leadership skills such as the ability to inspire a shared vision, to communicate well, to show a high level of competence etc. | Show empathy                                                                                      |
| Self-awareness                                | Being self-aware is being able to do an accurate self-assessment of your own strengths and limits, and understanding your self-worth and capabilities.                                                         | evaluate and understand the current stress levels and whether it is a healthy balanced lifestyle. |
| Identification of your own personality traits | Having an understanding of personality traits the project manager him/herself can be very useful in understanding the dynamics of the group.                                                                   | Big Five Model                                                                                    |

|                                                              |                                                                                                                                                                                     |                                           |
|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| Identification of the personality traits of your team member | Having an understanding of personality traits of all project team members can be very useful in understanding the dynamics of the group.                                            | Myers-Briggs Indicator test               |
| Setting your own goals                                       | If a person does not have anything to aim for, then he/she certainly won't get anywhere. Having goals gives people something to achieve.                                            | Project plan                              |
| Managing your time                                           | one of the most essential skill for a project manager over the project life cycle. Project managers will need to get into a routine that will allow them to manage their time well. | develop a solid risk management strategy. |
| Your personal development plan                               | The development plan is a collection of goals which visualise where the project manager would like to be in say one or five years' time.                                            | Gap analysis                              |

2. Write a two-year plan for your personal development of your own management skills.

Your plan must be of between 200 – 400 words in length.

**Guidance:** Ensure that you set goals that are S-M-A-R-T (specific, measurable, attainable, realistic, and timely) and that you include including specific opportunities and options you could pursue, and include specific timeframes for achieving each item in this plan.

My personal development plan of management skills for the next years will be broken down to 2 stages.

The first stage is to continue studying the Diploma of Project Management. There are still 2 subjects left to this diploma course. Based on the study plan given and setout by the training officer, these 2 subjects will be completed by mid 2021. This target finish date should be achievable based on the time taken for the previously completed 2 subjects. While finishing the last 2 subjects, I will seek approval from the company to enrol myself into the advanced diploma of Program Management (formerly Advanced Diploma of Project Management).

The second stage of my development plan is to complete the Advanced Diploma of Program Management by end of 2022. Based on the course details on Myskills.gov.au(<https://www.myskills.gov.au/courses/details?Code=BSB60720>) the average course duration will be 28 days which is equivalent to approximately 224hrs (8hrs day basis). On average, I have been able to spend approximately 4 hours every week on the last 2 subjects completed. So I should be able to easily achieve the 224 studying hours within approximately 70 weeks. While completing this advanced diploma course I am sure that there will be other short training opportunities available within the business. The particular training or certificate I would like to undertake or obtain include: license to operate an elevated working platform and working at heights. By completing these trainings and acquiring the tickets I will gain better understanding of how works are completed which helps manage workplace safety and risks better.

3. Consider the different learning types provided below. In your own words, discuss each learning style and provide at least one (1) specific strategy or approach appropriate for accommodating each learning style.

Do not exceed fifty (50) words for each discussion.

| Learning style       | Discussion<br>(Do not exceed fifty (50) words for each discussion)                                                                | Approach / strategy<br>(Provide at least (1) for each learning style)               |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| Visual               | A visual learner learns best by seeing what they are being taught.                                                                | Use diagrams, mind maps, word webs and other visuals in training/learning material. |
| Kinaesthetic/Tactile | A tactile learner learns best by doing physical activities and manipulating items.                                                | simulations and role plays.                                                         |
| Auditory             | Auditory learners learn best through hearing the information verbally and they are very good at remembering the things they hear. | Incorporating multimedia applications utilising sounds, music, or speech.           |

4. Taking the role of a project manager, what methods would you apply to achieve a healthy work-life balance?

Provide three (3) methods and briefly describe each. Do not exceed fifty (50) words for each discussion.

- a. Let go of being perfect.

There is no such thing as 100% perfect and there isn't the time or budget for perfectionism. The key to meet quality standards with minimum effort.

- b. Be flexible.

Although there are deadlines, Project managers should balance things out over each week.

- c. Exercise.

Take some time each day to exercise. Even if it is just a couple minutes walk outside the office in a busy day will help reduce stress level.

5. Provided below are methods and practices that are used to improve one's performance. In your own words, briefly discuss each.

Do not exceed fifty (50) words for each discussion.

| Methods and practices    | Discussion                                                                                                                                                                     |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Professional development | It usually involves learning opportunities such as coursework, diploma, certificates, conferences and informal learning opportunities. These are usually intensive and staged. |
| Coaching and mentoring   | It is the most commonly used practice to improve personnel performance. Supervisors and direct managers will usually coach other workers or colleagues.                        |
| Reflective practice      | It involves paying particular attention to the practical values and theories which inform everyday actions, by examining practice reflectively.                                |
| Seek feedback            | This is easiest, most effective ,yet, most underused way of getting performance improvement. Feedback is powerful as it helps people get on track and guide their way.         |

## Part 5 – Lead and Manage Team Effectiveness

---

1. Explain how group dynamics can affect the project team's performance. Your response must include discussion on the following:

- a. How does group dynamics support team performance?
- b. How does group dynamics hinder team performance?

Do not exceed 300 words.

- a. When the group is having constructive discussion and sharing information the group dynamics is positive. Judgements and decisions made from the decision making processes within the group represent each member better. Through discussion, questioning, and collaboration, project team members can identify complete and robust solutions and recommendations.

- b. There are factors in a group that can negatively impact team performance such as the following.
  1. Diffusion of responsibilities when team members tend to feel less accountable for group decisions.
  2. Weak leadership causing a lack of direction within the group and loss of focus point.
  3. Lack of accountability when team members take it easy and leave their colleagues to do all the work.

2. Which of the following are strategies that directly support team cohesion, participation, and performance?

Select all that apply.

|                                     |                                                                |
|-------------------------------------|----------------------------------------------------------------|
| <input type="checkbox"/>            | a) Risk analysis                                               |
| <input checked="" type="checkbox"/> | b) Coaching                                                    |
| <input checked="" type="checkbox"/> | c) Performance reviews                                         |
| <input checked="" type="checkbox"/> | d) Mentoring                                                   |
| <input checked="" type="checkbox"/> | e) Communicating each team member's roles and responsibilities |
| <input checked="" type="checkbox"/> | f) Team building                                               |
| <input type="checkbox"/>            | g) Record keeping                                              |
| <input checked="" type="checkbox"/> | h) Modelling desired behaviour and practices                   |
| <input type="checkbox"/>            | i) Micromanaging team members                                  |
| <input checked="" type="checkbox"/> | j) Consultative mechanisms with team members                   |

3. Discuss at least three (3) strategies you would utilise to gain consensus in a team. Do not exceed fifty (50) words for each strategy.

- Brainstorming where all team members can hear others ideas and discuss together. This can be the quickest way to reach consensus.
- Multi-voting. Each member of the team is given a certain number of votes with different weights. Each member then goes through all the options and assigns a weight to each solution. This encourages group members to think through each option more thoroughly.
- Try to find past jobs/tasks which have similar issues to the issue the team is facing. This can sometimes convenience team member who has different opinion.

4. In the life cycle of a project, you are most likely to encounter unexpected problems, issues, and questions along the way. Which of the following are strategies that can be best applied to handle and resolve such issues?

Select all that apply.

|                                     |                                                                                                     |
|-------------------------------------|-----------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | a) Identify and understand potential risks and issues to the project prior to commencing.           |
| <input type="checkbox"/>            | b) Refer and turn over all issues to supervisor.                                                    |
| <input checked="" type="checkbox"/> | c) Implement a tool to document issues as they arise within the project such as an Issues Log.      |
| <input checked="" type="checkbox"/> | d) Learn from previous projects to predict potential risks and issues.                              |
| <input type="checkbox"/>            | e) Explore small issues and let them escalate into bigger ones.                                     |
| <input checked="" type="checkbox"/> | f) Allocate responsibilities within project team members for resolving different types of issues.   |
| <input checked="" type="checkbox"/> | g) Set criteria to determine an issue's priority task.                                              |
| <input type="checkbox"/>            | h) Communicate issues to team members who are not directly involved.                                |
| <input checked="" type="checkbox"/> | i) Establish a plan for communicating issues within the project team.                               |
| <input type="checkbox"/>            | j) Single out team member(s) who are responsible for the issue and carry out disciplinary measures. |

## CASE STUDY

### Instructions to Student

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These case studies are hypothetical situations which will not require you to have access to a workplace, although your past and present workplace experiences may help with the responses you provide. You will be expected to encounter similar situations to these in future as you work in a project team environment.

In the real world you are likely to encounter the situation where you enter a project, taking over from another project manager. The documentation that is handed over to you is not necessarily up to scratch, and there could be serious issues with the project. This assessment captures that real life scenario.

The case studies are the first part of dealing with “multiple complex projects” required in all the units of this subject. The other assessment covering this requirement is the practical assessment. When you have completed the case studies you will be able to commence the practical assessment which covers the generic skills needed to function as an effective project team member. This assessment on the other hand covers the application of the underpinning knowledge and background theory.

## Introduction

---

You have been called back as an independent consultant in the Awesome Landscapes project which you have worked on in the previous workbooks.

Note: For the purpose of this assessment, today is 12 December 20xx, where 20xx refers to the current year. Awesome Landscapes is based in your own home / state territory.

There have been substantial changes to the project. It has come almost to a standstill when Massive Eco-Development went into administration on 19 November causing all work on site to stop. No one saw this coming. The administrators ordered work to stop on the project, but three weeks later, they have advised you that a buyer has purchased all of Massive Eco-Development's assets, including this project.

The buyer is the Cascade Peak Hotel, currently the largest and most successful accommodation provider within the town. They have seen the opportunity to expand their business and as a result have hired the project manager and project director of Massive Eco-development Corporation on temporary contracts to see out the rest of the project. Cascade Peak Hotel will have sole ownership of the resort, so the proposed marketing project will no longer go ahead.

You have just met with the senior management of Cascade Peak Hotel and have negotiated to get the project back on track. They have agreed to pay Awesome Landscapes an extra \$100,000.00 to compensate for lost time and have agreed to fully support you. However, there are two issues at hand:

1. Cascade Peak Hotel has asked J.P Digging (one of the contractors) be removed from the project. They have worked with this contractor before and had bad experiences with them. You have found they have been a lot of hard work but otherwise meeting the schedule until the takeover. When the contractor found out that Cascade Peak Hotel has taken over the ownership, they asked if they could terminate their contract. Cascade Peak Hotel agrees. You will need to find a new contractor.
2. Through the uncertainty with the project being stopped, you have lost two landscapers. They have both handed in their resignation, left the area and taken jobs interstate where employment opportunities are admittedly a lot better.

To reflect these changes, the project documentation has been updated and signed off a week ago on 7 December 20xx. Sam Ng has warned you though that a lot of the issues have not been thought through and he has therefore brought you in as a consultant to help get the project back on track when construction recommences on 7 January. There is a lot of work to be done between now and then.

Sam has provided you with the updated project documentation via the following links:

[Project Charter version 3 \(.pdf\)](#)

[Project Plan version 3 \(.pdf\)](#)

[Project Gantt Chart version 3 \(.mpp\)](#)

[Project Gantt Chart version 3 \(.pdf\)](#)

[Project Network Diagram version 3 \(.pdf\)](#)

*(Username: cstclearner Password: CstcPty@123)*

**Note: These documents were generated in year 2016. For the purpose of this assessment, refer to '2016' as the current year and '2017' as the succeeding year.**

1. Awesome Landscapes uses the following template to advertise for new positions. Write the content in the template to create an advertisement for the vacant positions.

**Guidance:**

- a. All applications for people applying for roles within this project must e-mail their applications to [sam.n@awesomelandscapes.com.au](mailto:sam.n@awesomelandscapes.com.au).
- b. Although these positions are specifically required for this project, the employment of these landscapers will need to be ongoing.
- c. Landscapers working for Awesome Landscapes are paid \$18.00 per hour plus leave and superannuation entitlements as required by legislation.
- d. They will be formally reporting to the project manager even though their day-to-day duties will come from the site supervisor.

### Job Advertisement Template

|                                         |                                                                                                                                                                                                                                                                                             |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Job Title                               | Landscaper                                                                                                                                                                                                                                                                                  |
| Job Location                            | Intinal employment to commence on Cascade Peak Chalets Landscaping Project. Applicant will need to work on different projects at times when required.                                                                                                                                       |
| Introduction to organisation            | Awesome Landscapes is the Premier landscaping organisation in the Cascade Peak area, with having completed the landscaping work for most large projects in the area in recent years.                                                                                                        |
| Who the position reports to             | Project Manager                                                                                                                                                                                                                                                                             |
| Description of the job role and purpose | Construct detailed landscaping around chalets and paths which include but not limited to the following.<br><br>*diversion of stream and creation of water channel<br><br>*Conversion of access roads into landscaped walking path.<br><br>*Erection of signage.<br><br>*Planting of plants. |
| Selection criteria                      | Applicant is required to hold appropriate qualifications in landscaping or horticulture.<br><br>Applicant must also hold a national park landscaper permit.                                                                                                                                 |
| Salary and superannuation details       | \$18/hr + leave & super entitlements.                                                                                                                                                                                                                                                       |
| Employment conditions                   | Permanent                                                                                                                                                                                                                                                                                   |

Instructions for  
applying for the  
position

Please send your application by e-mail to:  
sam.n@awesomelandscapes.com.au

2. Complete the employment contract for the new landscapers to sign when they commence work on the project.

**Guidance:**

- a. The landscapers have not yet been hired, so keep the name field blank.
- b. Assume they will commence employment on 7 January 20yy, where 20yy is the succeeding year of the current year.
- c. In accordance with company policy, the project manager signs off on the employment agreement.

## EMPLOYMENT AGREEMENT

Dear [ ]

### Employment agreement

This letter sets out the terms of your employment with [Awesome Landscapes Pty Ltd]

In this letter, words in bold type have the meaning described in the definitions section at the end of the letter.

### 1 EMPLOYMENT

#### 1.1 Commencing position

[**Awsome Landscapes Pty Ltd**] will commence employing you in the position of [**Landscaper**] on a full-time basis, reporting to [**Sam Ng**], starting on [**7 January 2017**].

#### 1.2 Acknowledgment

You acknowledge and agree that:

- (a) you have a lawful right to work in Australia and perform the duties and responsibilities of employment contemplated by this letter;
- (b) you will immediately notify the company of any circumstance that

might prejudice this right at any time during your employment by the company; and

(c) in order to enable the company to verify at any time that you have this right, you will provide to the company upon request sufficient evidence to establish this fact.

### **1.3 Hours**

Your ordinary work hours are 38 per week, but you will be required to work such additional hours as may be reasonable and necessary for you to perform your duties in a satisfactory manner. Your hours of work will be averaged over 6 months. If you consider that you are being required or requested to work unreasonable additional hours you should raise this with your manager in the first instance.

### **1.4 Location**

Initially, you will work at the company's premises at [**Cascade Peak Chalets Landscaping Project**]. However, the company may direct you to perform work at other locations, provided that such a direction does not impose unreasonable hardship on you.

### **1.5 Probationary employment**

(a) You will initially serve a 6 month period of probation.

(b) During the probationary period, either the company or you may terminate your employment with one week's notice in writing.

### **1.6 Permanent employment**

If your employment continues after the expiration of the probationary period, it will be ongoing, subject to the right of either the company or you to terminate your employment under clause 10.

### **1.7 Duties and responsibilities**

You will:

(a) exercise the powers and discretions, hold the responsibilities and perform the duties and tasks as are conferred, delegated or specified by the company from time to time;

(b) perform those responsibilities and duties honestly and in a proper and efficient manner;

(c) use your best endeavours to promote and enhance the interests, welfare, business, profitability, growth and reputation of the company;

- (d) not intentionally do anything that is or may be harmful to the company;
- (e) report to the company promptly, or to such person as the company from time to time determines, at all reasonable times, all information and explanations as required in connection with matters relating to your employment or the business of the company; and
- (f) comply with all lawful and reasonable directions given to you by the company.

## **1.8 Company policies**

- (a) You must be familiar with and observe the **company's policies** as varied from time to time.
- (b) Nothing in the **company's policies** gives rise to a legal right or benefit enforceable by you.

## **1.9 Inconsistency with industrial laws**

If the company is subject to obligations in respect of your employment arising under any **industrial laws** and any such obligation is inconsistent with a term of this letter, the term of this letter will not operate to the extent of that inconsistency.

# **2 REMUNERATION**

## **2.1 Amount**

The company will pay you an annual remuneration package that comprises:

- (a) hourly wage of \$ [18] gross;
- (b) superannuation contributions as required by law (currently 9% of base salary);

Your remuneration package includes payment for all amounts of overtime, allowances, penalties and loadings to which you may become entitled under industrial laws.

## **2.2 Method of payment**

The company will pay base salary and allowances into your nominated bank account(s) fortnightly 2 weeks in arrears.

### **3 EXPENSES**

The company will reimburse you in accordance with company policy for expenses you properly incur in the course of your employment.

### **4 COMPANY DEBTS**

If you owe money to the company, forfeit the right to monies already paid or you are paid more than you are entitled to be paid, the company may withhold (to the extent permissible by industrial laws) the amount forfeited, or the amount of the debt or overpayment, from any amounts otherwise payable to you, including salary or reimbursement of expenses.

### **5 LEAVE**

#### **5.1 Entitlement**

You will be entitled to paid and unpaid leave in accordance with the Fair Work Act 2009 (Cth). A summary of these entitlements is set out below. You will also be entitled to paid public holidays under the Fair Work Act and Long Service Leave under the applicable legislation in your State or territory.

#### **5.2 Annual leave**

You will be entitled to 4 weeks' paid annual leave per year of service with the company. Annual leave accrues on a pro rata basis and is cumulative. Annual leave is to be taken at times agreed with the company. The company will not unreasonably refuse to authorise the taking of annual leave by you.

The Company may require you to take a period of paid annual leave if reasonable. A requirement will be reasonable if you have accrued excessive annual leave or the Company's business is being shut down for a period.

Upon the termination of your employment you will be entitled to payment in lieu of any untaken annual leave.

#### **5.3 Personal/Carer's leave**

You will be entitled to paid personal/carers' leave of 10 days per annum which may be taken as:

- (a) sick leave for absences due to personal illness or injury; or

(b) carer's leave to provide care or support to a member of your immediate family or household who requires support because of an illness or injury or because of an unexpected emergency.

Personal/carer's leave accrues on a pro-rata basis and is cumulative. The company may require you to provide a medical certificate from a registered health practitioner or a statutory declaration evidencing the reason for that personal/carer's leave.

You will be entitled to unpaid carer's leave of up to 2 days on each occasion when a member of your immediate family or household requires support because of an illness or injury or because of an unexpected emergency. This entitlement only applies if you are not entitled to paid personal/carer's leave.

#### **5.4 Compassionate leave**

You will be entitled to paid compassionate leave of 2 days:

(a) for the purpose of spending time with a member of your immediate family or household who has contracted an illness or sustained an injury that poses a serious threat to that person's life; or

(b) after the death of a member of your immediate family or household.

Compassionate leave may be taken as a single period of 2 days or as 2 separate periods of one day each. You must provide any evidence of the illness, injury or death that the company reasonably requires.

#### **5.5 Parental leave**

You will be entitled to maternity leave after 12 months' continuous service as follows:

(a) unpaid special maternity leave if you:

(i) are pregnant and have a pregnancy related illness; or

(ii) have been pregnant and the pregnancy ended within 28 weeks of the expected date of birth other than by the birth of a living child;

(b) unpaid maternity leave in respect of the birth or expected birth of a child of yours.

The maximum period of maternity leave (including special maternity leave and ordinary maternity leave) is 52 weeks, less any period of related authorised leave taken by you or your spouse. The company may require you

to provide a medical certificate and a statutory declaration regarding any application for maternity leave.

You will be entitled to paternity leave after 12 months' continuous service as follows:

- (a) unpaid short paternity leave of up to one week commencing on the day your spouse begins to give birth;
- (b) unpaid paternity leave after your spouse has given birth to a living child so that you can be the child's primary care-giver.

The maximum period of paternity leave (including short paternity leave and long paternity leave) is 52 weeks, less any period of related authorised leave taken by you or your spouse. The company may require you to provide a medical certificate and a statutory declaration regarding any application for paternity leave.

You will be entitled to adoption leave after 12 months' continuous service as follows:

- (a) unpaid pre-adoption leave of 2 days for the purpose of attending any interviews or examinations required to obtain approval for the adoption, unless the Company directs you to take another form of authorised leave to which you are entitled. Pre-adoption leave may be taken as a single, unbroken period of up to 2 days or as otherwise agreed with the company;
- (b) unpaid adoption leave:

- (i) short adoption leave of up to 3 weeks taken by you within the 3 weeks starting on the day of placement of a child with you for adoption;
- (ii) long adoption leave taken by you after the day of placement of a child with you for adoption so that you can be the child's primary care giver.

The maximum period of adoption leave (including short adoption leave and long adoption leave) is 52 weeks, less any period of related authorised leave taken by you or your spouse. The company may require you to provide a statement by the adoption agency and a statutory declaration regarding any application for adoption leave.

You may request an extension of unpaid parental leave for up to 12 months. You may also request to work a flexible working arrangement until your child reaches school age. Conditions apply to these requests. The Company may refuse such requests on reasonable business grounds.

## **6 CONFIDENTIALITY**

### **6.1 Confidential information**

In the course of your employment, you will become privy to **confidential information** of the company or its clients, whether in written, computerised or oral form.

### **6.2 Obligations of confidence**

You will, both during your employment and for so long as the confidential information remains confidential after the termination of your employment (unless it ceases to be confidential due to your breach of this clause):

- (a) not at any time, either directly or indirectly, disclose or communicate to any person any confidential information that may come to your knowledge during or in the course of the employment, unless expressly authorised by the company or required by law or court order;
- (b) use your best endeavours to prevent disclosure or publication of the confidential information where that disclosure or publication is not authorised by the company;
- (c) if required by law or court order to disclose any confidential information, advise the company of that fact and take all lawful steps to confine disclosure of the confidential information and preserve its confidentiality, including taking steps to allow the company or its agents to do so;
- (d) not use or attempt to use confidential information for your own purposes or for any purposes other than for the purposes of the company or in any manner which may injure or cause loss directly or indirectly to the company and/or its business; and
- (e) acknowledge and agree that, without prejudice to any other remedy that the company may have, the company will be entitled to injunctive and other equitable relief to prevent or cure any breach or threatened breach of this clause.

## **7 RESTRAINT**

### **7.1 Restraint**

You will not during the **restraint period** in the **restraint area**, by any means whatsoever directly or indirectly:

- (a) attempt in any manner to persuade a **client** to cease dealing with or to reduce the dealings which that client has customarily had or contemplated having with the company;
- (b) attempt in any manner to persuade a **supplier** to cease dealing with or to reduce the dealings that the supplier has customarily had or contemplated having with the company;
- (c) attempt in any manner to persuade any employee or contractor of the company with whose skills and abilities you have become familiar in the course of your employment to cease providing services to the company and/or to provide services to you or another person;
- (d) carry on, advise, provide services to or be engaged, concerned or interested in or associated with or otherwise involved in any business activity that is competitive with any business carried on by the company.

## **7.2 Interpretation**

Each of the covenants contained in this clause resulting from each **restraint period** and each **restraint area** constitutes and is to be construed and will have

effect as a separate, distinct, severable and independent provision from the other covenants (but cumulative in overall effect) and clause 11.3 will apply.

## **7.3 Acknowledgment**

You acknowledge and agree that, without prejudice to any other remedy that the company may have, the company will be entitled to injunctive and other equitable relief to prevent or cure any breach or threatened breach of this clause.

# **8 INTELLECTUAL PROPERTY**

## **8.1 Acknowledgments**

You acknowledge and agree that:

- (a) all intellectual and industrial property rights in **confidential information** and any modifications and enhancements to confidential information are owned by the company;
- (b) any **inventions** or **works** created during and in the course of the

employment and the entire copyright throughout the world in all **works** are owned by the company;

(c) the company owns all **inventions** and **works** absolutely and without further payment by the company to you and to the extent necessary, you irrevocably assign to the company all your present and future rights, title and interests in and to all **inventions** and **works**;

(d) you must immediately disclose to the company (and to no other person) all the details of any **inventions** or **works** created by you during your employment.

## 8.2 Consent

You:

(a) consent to the **works** being changed, copied, edited, added to, taken from, adapted and or translated in any manner or context by the company, and any person authorised by the company to do so, for any purpose related to the company's business, notwithstanding that such conduct may amount to derogatory treatment of the **works** within the meaning of the *Copyright Act 1968*; and

(b) acknowledge that the consent in clause 8.2(a) above is given genuinely and is not given because any person:

(i) applied duress to you (or your representative) to give that consent; or

(ii) made a false and misleading statement to you in relation to the giving of that consent.

## 8.3 General

You must, both during your employment and thereafter:

(a) do all such acts and things as the company may request reasonably to secure to the company ownership or registration rights in the **inventions** or **works**, and you hereby grant to the company the right to use your name to obtain any protection of the **inventions** or **works**; and

(b) not engage in any conduct that may damage the company's intellectual property or industrial rights.

## **9 OTHER BUSINESS INTERESTS**

(a) During your employment you will not undertake or carry on, or be employed by, or be directly or indirectly concerned or interested in (other than merely by holding up to 5% of shares issued in a public company) any business other than the company's business.

(b) You will not have any association or interest outside the company that is incompatible and/or inconsistent with the company's interests.

## **10 TERMINATION OF EMPLOYMENT**

### **10.1 Termination by the company**

Subject to clause 10.3, the company may terminate the employment by giving you one month's notice in writing.

### **10.2 Resignation**

If you resign, you must give one month's notice in writing. If you decline to serve part or all of that notice period without agreement of the company, you will forfeit your right to be paid for that period of notice which you refused to serve (and clause 4 will apply).

### **10.3 Summary termination**

The company may terminate your employment immediately by giving written notice to you and without being required to provide any compensation or payment in lieu of notice if you:

- (a) engage in serious or gross misconduct;
- (b) breach a fundamental condition and/or commit a fundamental breach of the conditions of your employment;
- (c) commit an act of fraud or dishonesty;
- (d) engage in any conduct which, in the reasonable opinion of the company, might tend to injure the reputation or business of the company;
- (e) fail or refuse to comply with any lawful direction given to you by the company through its authorised representative.

#### **10.4 During the notice period**

If either the company or you give notice of termination under this agreement, the company may:

- (a) pay you an amount of base salary in lieu of part or all of that period not served by you; or
- (b) require you to serve part or all of that period without attending work and/or performing duties.

#### **10.5 Acts following termination**

Upon the termination of your employment you must immediately repay all outstanding debts and loans to the company and return to the company any of the following items in your possession:-

- (a) any document, whether in computerised form or otherwise, relating to any matter within the scope of the business of the company, or to confidential information or any other aspect of your employment;
  - (b) all keys and passes belonging to the company;
  - (c) all software and associated materials belonging to or licensed to the company; and
  - (d) all other property belonging to the company,
- and you will provide the company with a letter certifying that all such items have been returned.

### **11 GENERAL PROVISIONS**

#### **11.1 Entire agreement**

This letter constitutes the entire agreement between you and the company regarding the matters set out in it and supersedes any prior representations, understandings or arrangements between the parties, whether oral or in writing.

#### **11.2 Variation**

If your position, job location or remuneration package change during your employment, the other provisions of this agreement will continue to apply to your employment unless varied by mutual agreement in writing.

### 11.3 Severance

If any clause or any part of any clause in this agreement is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) of this agreement, which will continue in full force and effect.

### 11.4 Governing law and jurisdiction

(a) The laws applicable in **[Cascade Peak Shire]** govern your employment and this agreement.

(b) The parties submit to the non-exclusive jurisdiction of the courts of **[Cascade Peak Shire]** and any courts competent to hear appeals from those courts.

## 12 DEFINITIONS

In this agreement:

**client** means any person who is or was a client of the company with whom in the course of the last 12 months of your employment you have dealings;

company means [Awesome Landscapes Pty Ltd];

**company policies** means the policies of the company relating to your employment;

**confidential information** includes information about the following matters that is confidential to the company:

(a) any client;

(b) the number, nature or mix of products or services provided by the company;

(c) any person who the company or you have approached or canvassed during the employment as a potential client, including their names, addresses, requirements and preferences concerning the products or services produced or that may reasonably be provided by or through the company;

(d) marketing or business plans or strategies;

(e) techniques, procedures or methods devised by the company or required

to be used in the operation of its business, including the training of its personnel;

**industrial laws** means any applicable industrial award, enterprise agreement or industrial legislation;

**inventions** means all inventions, discoveries and novel designs;

**restraint period** means the following period commencing immediately after termination of your employment:

- (a) 12 months, or if that is unreasonable
- (b) 9 months, or if that is unreasonable
- (c) 6 months, or if that is unreasonable
- (d) 3 months.

**restraint area** means the following geographical region:

- (a) Australia.

**supplier** means any person who supplies services to the company with whom in the course of the last 12 months of your employment both the company and you have dealings;

**works** means all works and other subject matter in which copyright exists.

**Date:**.....

**SIGNED** for and on behalf of

**[Awesome Landscapes Pty Ltd]** by

.....

**[Sam Ng]**

I acknowledge and declare that I have read and fully understand the terms and conditions contained in this agreement and accept that I will observe them fully during my employment:

.....

**Signature of employee**

.....

**[insert employee name]**

**Date:**.....

.....

**Signature of witness**

.....

**[insert witness name]**

**Date:**.....

3. List at least three (3) criteria to be used to assess the candidates for the landscaper position.

**Guidance:** Use the quality criteria from the Project Plan version 3.

- a. Construction induction card.
- b. Hold appropriate qualifications in landscaping or horticulture.
- c. Must also hold a national park landscaper permit.
- d. Past experience in similar projects to a similar standard.
- e. Past experience in similar landscaping projects working around building construction work.
- f. Experience in maintaining the native vegetation in the area.

4. Access and carefully go over the [Interview Notes](#) (Username: cstclearner Password: CstcPty@123) gathered from the interviews with the candidates.

Write a recommendation to Sam advising which candidates are most suitable and why. Your recommendation must be of 150 – 200 words in length.

Aaron Barben and Karen Pearce will be the most suitable candidates out of all 5. Please see below reasons.

1. Both Aaron and Karen have relevant experience and have had an active working history within the industry. This is exactly the experience required for this role.
2. Both Aaron and Karen Live in Cascade Peak town and can start on 7 Jan as soon as the project starts.
3. Both Aaron and Karen's experience and knowledge of the local native species and environment will definitely contribute to the successful delivery of planting of native plants.
4. Both Aaron and Karen have very good work ethic and looks to be team players.
5. Jack does not have the relevant experience required for this role.
6. Alice does not seem to be a team player.
7. Kamil cannot start on 7 Jan.

5. Review the Project Plan. List the deliveries Earthmoving Logistics need to make as part of their contract.

**Guidance:**

- a. List the deliveries in the correct order (earliest date(s) to latest date(s)).
- b. For each delivery, indicate the date(s) and the item(s) to be delivered on those dates.

| Date                 | Deliveries                                            |
|----------------------|-------------------------------------------------------|
| 27/7/2016 - 8/8/2016 | Stage 1.1 - supply/deliver all vehicle and equipment. |
| 3/8/2016 - 9/8/2016  | Stage 1.2 - supply/deliver all vehicle and equipment. |
| 9/8/2016 - 11/8/2016 | Stage 1.2 - deliver road gravel                       |
| 27/8/2016 - 2/9/2016 | Stage 1.3 - delivery of granite boulders              |

6. Write a report outlining the training needs of the candidate as part of their induction into the project.

Your report must be of 200 – 300 words in length.

The training and induction process should normally include the following:

1. Introduction to company culture and vision.
2. Clarification of job role and responsibilities.
3. Familiarise the new team member with the conditions of employment and contract conditions.
4. Familiarise the new team member with the facilities and amenities.
5. Introduce the policies and procedures.
6. Introduce to project specifics which will include: project management plans, SWMS etc.
7. Obtain feedbacks.

7. List four (4) performance measures to be used in assessing the successful candidate's performance.

**Guidance:** Refer to Appendix 9 Quality Analysis Tool of Project Plan version 3.

- a. Landscape construction qualification/skills.
- b. Environmental protection standard (sensitive areas).
- c. Landscaping procedure document. Temporary landscape plan.
- d. Erosion control standard.

8. List five (5) responsibilities as part of the site supervisor's role.

- a. Day to day delivery of landscaping work. Coordinating resources.
- b. Project tasks, timeframes and quality requirements.
- c. Daily phone calls and e-mails, and regular site visits.
- d. Informal communication only on a daily basis.
- e. Daily communication at all times, but more frequently when critical issues arise.

9. Now that you have selected your replacement landscapers, write a short recommendation to the director of Awesome Landscapes regarding which landscaper will be allocated to each task.

Do not exceed fifty (50) words.

**Guidance:** Landscapers, Dave Furphy and John Zhuche have left the project and the successful candidates will be replacing them.

It is recommended that Aaron Barben should take on Dave Furphy's role and tasks as per Appendix 18 - detailed resource allocation. This is because Aaron has extensive working experience of planting and all landscaping.

Karen Pearce should take on John Zhuche's role and being allocated to tasks as per Appendix 18 - detailed resource allocation. This is because Karen has previous landscaping construction work and can drive bobcat which will be ideal for tasks that involve earthworks such as construct channels.

10. Consider how you will communicate the updated resource allocation.
- a. List three (3) documentation in the Project Plan that needs to be updated?  
**Guidance:** Consider the documentation you have already updated, and all other templates that required changes to employee landscaper names.
  - b. To whom does this information need to be communicated to?
  - c. How will this information be communicated to each stakeholder?

- a. Documentation to be updated will include the following:
  1. Appendix 11 & 12– Organisation Charts
  2. Appendix 13 - Responsibility Assignment Matrix Template
  3. Appendix 18 - Detailed Resource Allocation

|    |                                                                                                                                |
|----|--------------------------------------------------------------------------------------------------------------------------------|
| b. | This is to be communicated to the project team members, project team leads, and all contractors.                               |
| c. | Project Manager is to update the project plan and relevant appendix to reflect the changes and distribute to all stakeholders. |

11. The Project Plan has been updated showing all the work J.P. Digging (the previous contractor) has completed. They have contacted Sam to advise they have not been paid their last progress payment, nor have they been paid for the additional work completed before Massive Eco-development went insolvent.

Examine the work done to date as per the project plan and provide a short recommendation regarding how much should be paid to J.P. Digging.

The total contract value of J.P Digging's work is as follows:

Phase 1: \$26,950 (labour)

Phase 2: \$32,000 (labour)

Phase 3: \$31,900 (labour) plus \$5000 (material).

Additional work required for 3 additional retaining wall construction related work.

The assessment of works completed by J.P Digging so far is as follows:

1. Phase 1 - completed. \$26,950 to be paid.
2. Phase 2 - Completed upto and including stage 2.2. It is assessed that \$16,000 to be paid.
3. Phase 3 - Work not started yet. no money to be paid.

Additional work not completed or started yet. no money to be paid.

Thus, it is suggested that a total amount of \$42,950 to be paid to J.P Digging.

12. Which of the following are additional finalisation activities that need to take place to close the contract with J.P. Digging?

Select all that apply.

|                                     |                               |
|-------------------------------------|-------------------------------|
| <input checked="" type="checkbox"/> | a. Contract variation         |
| <input type="checkbox"/>            | b. Post implementation review |

|                                     |                           |
|-------------------------------------|---------------------------|
| <input checked="" type="checkbox"/> | c. Audit                  |
| <input checked="" type="checkbox"/> | d. Archiving of contract  |
| <input type="checkbox"/>            | e. Project closure report |

13. Document the lessons learnt regarding the loose ends left by the old contractor. Complete the Lessons Learnt template below.

Guidance: The date must be in the range of mid to late December.

|                                                                                                                                                   |                                     |                                 |                                    |                                    |                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|---------------------------------|------------------------------------|------------------------------------|---------------------------------------------|
| <b>Project Name:</b> Cascade Peak Chalets Landscaping Project                                                                                     |                                     |                                 |                                    |                                    |                                             |
| <b>Prepared by:</b> Sam Ng                                                                                                                        |                                     |                                 |                                    |                                    |                                             |
| <b>Date:</b> 16/12/2016                                                                                                                           |                                     |                                 |                                    |                                    |                                             |
| <b>Lesson Learned Number:</b> 1                                                                                                                   |                                     |                                 |                                    |                                    |                                             |
| <b>Lesson Learned Proposed Name:</b> J.P. Digging early termination of contract                                                                   |                                     |                                 |                                    |                                    |                                             |
| <b>Project Team Role:</b> Project Manager                                                                                                         |                                     |                                 |                                    |                                    |                                             |
| <b>Process</b>                                                                                                                                    | <input type="checkbox"/> Initiating | <input type="checkbox"/> Planni | <input type="checkbox"/> Executing | <input type="checkbox"/> Controlli | <input checked="" type="checkbox"/> Closing |
| <b>Specific Project Management Process Being Used:</b>                                                                                            |                                     |                                 |                                    |                                    |                                             |
| <b>Specific Practice, Tool or Technique Being Used:</b>                                                                                           |                                     |                                 |                                    |                                    |                                             |
| What was the action undertaken?<br>looking for replacement contractor                                                                             |                                     |                                 |                                    |                                    |                                             |
| What was the result?<br>New contractor has been signed to complete the remaining work left by J.P Digging.                                        |                                     |                                 |                                    |                                    |                                             |
| What might have been a more preferred result?<br>J.P Digging to continue finish the contract scope of work.                                       |                                     |                                 |                                    |                                    |                                             |
| What might have created the more preferred result?<br>Negotiate with the new client and agree to allow J.P Digging to finish their contract work. |                                     |                                 |                                    |                                    |                                             |

|                                                                                                                                                                                                                                                                                                                                      |                       |                          |                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|--------------------------|--------------------|
| What is the specific Lesson Learned?                                                                                                                                                                                                                                                                                                 |                       |                          |                    |
| 1. Awesome Landscapes to include contract termination details in future Contract with supplier or contractors.<br>2. Awesome Landscapes to develop a procurement management plan.<br>3. Need to have backup plan for alternative contractor in the event of contractor failing or stopped to continue or finish their work contract. |                       |                          |                    |
| How could one identify a similar situation in the future?                                                                                                                                                                                                                                                                            |                       |                          |                    |
| Follow precurement management plan.                                                                                                                                                                                                                                                                                                  |                       |                          |                    |
| What behaviour is recommended for the future?                                                                                                                                                                                                                                                                                        |                       |                          |                    |
| To have background checks of any new contractors peior to signing of contracts.                                                                                                                                                                                                                                                      |                       |                          |                    |
| <b>Where and how can this knowledge be used later in this current project?</b>                                                                                                                                                                                                                                                       |                       |                          |                    |
| To put new conditions in the contract with new excavation contractor.                                                                                                                                                                                                                                                                |                       |                          |                    |
| <b>Where and how can this knowledge be used in a future project?</b> Ask contract lawyers to review the current contract and add additional clause and conditions in the contract template.                                                                                                                                          |                       |                          |                    |
| <b>Who should be informed about this Lesson Learned:</b> (check all that apply)                                                                                                                                                                                                                                                      |                       |                          |                    |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                             | Executive(s)          | <input type="checkbox"/> | Project Manager(s) |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                             | Project Team(s)       | <input type="checkbox"/> | All                |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                             | Other: New contractor |                          |                    |
| <b>How should this Lesson Learned be disseminated?</b> (check all that apply)                                                                                                                                                                                                                                                        |                       |                          |                    |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                             | E-mail                | <input type="checkbox"/> | Intranet/Web site  |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                             | Tip Sheet/FAQ         | <input type="checkbox"/> | Library            |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                             | Others:               |                          |                    |

14. Sam has asked you to write the tender proposal for the new contractor. Complete the template below which will be used to advertise for a new contractor.

**Guidance:**

- a. The requirements of the contractor will be covered in the Project Plan.
- b. The contractor is expected to be a replacement for the existing contractor with no changes to scope.
- c. The tender proposal will be used to gather relevant information as well from potential contractors.

| Request for Tender                                                                                                                                                                                                                                                                                                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Introduction to Awesome Landscapes:</p> <p>Awesome Landscapes is the Premier landscaping organisation in the Cascade Peak area, with having completed the landscaping work for most large projects in the area in recent years.</p>                                                                                                                                         |
| <p>Tasks to be performed (You must list five (5))</p> <ol style="list-style-type: none"><li>a. Cut and fill to build septic system.</li><li>b. Install granite boulders in channels.</li><li>c. Construct channel from stream.</li><li>d. Construct weir.</li><li>e. Construct carpark pavement.</li></ol>                                                                     |
| <p>Selection criteria (you must list three (3))</p> <p>The contractor must:</p> <ol style="list-style-type: none"><li>a. Hold appropriate qualification, certification and tickets required for performing and completing tasks listed above.</li><li>b. Have past experience of completing similar projects.</li><li>c. Be able to commence work on 7 January 2017.</li></ol> |
| <p>Budget: This is a fixed cost project at \$37,200.</p>                                                                                                                                                                                                                                                                                                                       |
| <p>Please send your completed tender application to Awesome Landscapes by e-mailing Sam Ng, sam.n@awesomelandscapes.com.au.</p>                                                                                                                                                                                                                                                |

15. Develop a Procurement Management Plan to ensure clarity and understanding between stakeholders and achievement of project objectives. Complete the Procurement Management Plan template below.

**Guidance:**

- You will find much of this information in the communication and procurement plans of the Project Plan.
- Evaluate these plans and recommend improvements to ensure clarity and understanding between stakeholders and the achievement of the project objectives.

| Procurement Management Plan                                                                                                                                                                                                                                                                                                                                                                                                                 |                                          |                                     |                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|-------------------------------------|--------------------------------------------|
| Project Name                                                                                                                                                                                                                                                                                                                                                                                                                                | Cascade Peak Chalets Landscaping Project |                                     |                                            |
| Prepared by                                                                                                                                                                                                                                                                                                                                                                                                                                 | Sam Ng, Awesome Landscapes               |                                     |                                            |
| Date                                                                                                                                                                                                                                                                                                                                                                                                                                        | 10 December 2016                         |                                     |                                            |
| Identify types of contracts being used:                                                                                                                                                                                                                                                                                                                                                                                                     | N/A                                      |                                     |                                            |
| Independent estimates required?                                                                                                                                                                                                                                                                                                                                                                                                             | Yes                                      | <input checked="" type="checkbox"/> | No <input type="checkbox"/>                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                             | If yes, who will prepare?                |                                     | Project Manager with procurement officer.  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                             | By when?                                 |                                     | prior to sending out a request for tender. |
| <p>Actions that Project Management Team can take independent of Procurement Department:</p> <ol style="list-style-type: none"> <li>Evaluation of tenders and deciding on successful tender.</li> <li>Negotiation and development of contract schedules.</li> <li>Control reporting and quality process and advising procurement department when it is okay to make payments.</li> </ol>                                                     |                                          |                                     |                                            |
| <p>Source of standardized procurement documents, if needed:</p> <p>All contract and procurement document from the corporate intranet.</p> <p>A procurement management planning checklist template and a work authorisation form template have been provided in appendices 34 and 35 of the project plan.</p>                                                                                                                                |                                          |                                     |                                            |
| <p>How will multiple providers be managed?</p> <p>A selection criteria will be developed based on the following categories to aid managing multiple providers.</p> <ol style="list-style-type: none"> <li>Qualifications required.</li> <li>Skills required.</li> <li>Knowledge of essential project requirement.</li> <li>Attributes such as meeting deadlines, flexibility, initiative, and integrity and service orientation.</li> </ol> |                                          |                                     |                                            |
| How will you coordinate Procurement with the following aspects of the project?                                                                                                                                                                                                                                                                                                                                                              |                                          |                                     |                                            |

|                       |                                                                                                                                                                                   |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Scheduling            | The schedule will be developed during negotiation with successful tenderer to work around their availability. Once the contract has been signed the schedule will be locked.      |
| Performance reporting | 1. Daily reports will be provided to the project manager regarding project progress.<br>2. Monthly formal reports to be provided to project manager providing an overall summary. |
| Human Resources       | The proeject will have a team liaison support person to perform all non-critical communication with the exploration team.                                                         |
| Other(s)              | N/A                                                                                                                                                                               |

16. You have received these [Responses](#) (Username: *cstclearner* Password: *CstcPty@123*) from three (3) potential contractors.

All three (3) have filled in the tender application form. This includes addressing the selection criteria, highlighting the qualifications and capabilities of their staff, highlighting their available timeframes, and conflict of interest declarations.

One of the responses includes a declaration of a conflict of interest. Sam has advised he will need to seek senior management approval to deem whether the contractor will be allowed to work in the project.

He has asked you to develop a plan outlining how the conflict of interest can be managed. In this light, write your recommended management plan to deal with this conflict of interest.

Your plan must be of 150 – 200 words in length.

1. The contractor to complete a declaration of conflict of interest.
2. If possible, impose a restriction on the 2 persons's (ADF's owner and cascade peak hotel's General manager) further involvement in the procurement process. However this is unlikely to be practicable to restrict their involvement in the procurement process due to their role within their organisation.
3. Record in writing of any further communication between the conflict of interest parties and have these records available to all members in the tender evaluation team.
4. Engage an independent adjudicator to monitor the procurement process.

17. From the three (3) suppliers who have responded to the tender proposal in Case Study Question 16, select a preferred contractor.

Write a recommendation indicating your preferred contractor and explain your reasoning for selecting this contractor.

Your recommendation must be of 100 – 200 words in length.

**Guidance:**

In selecting a preferred contractor, take into consideration whether the contractor's fit the set criteria. You must also consider the work health and safety (WHS) requirements of the project.

#### ADF Contracting.

Although they have very good experience in the region, they can not meet the required project start time. As a result, they are not recommended.

Eventhough they can start the project on date required, their conflict of interested will need to be discussed.

#### Earthworks Unlimited

Although they are big company in nation wide they do not have local brach and local project experience. In addition, they have little to no experience with working around environmentally sensitive areas. These 2 disadvantages have made them not suitable for this project.

#### Godig Contracting

Have experience working for Cascade Peak SHire Council and is highly recommended by council. They have ticked almost all boxes required for this project.

Based on the above, Godig Contracting is the recommended contractor.

18. You have been provided with the following contract template. The original contract with J.P. Digging was not very good and upon seeking legal advice, Sam has asked you to create a new contract for the new contractor from scratch.

The aim of this exercise is twofold:

- a. To have a standard contract template for all future projects.
- b. To have a watertight contract for the new supplier.

Populate the fields containing the preamble and the schedules of the contract.

All dates must be in 20xx, where 20xx is the current year.

# CONTRACTOR AGREEMENT

[14 December 2016]

[Michael Classon , Godig Contracting, ABN 234 567 567]

Dear [Michael Classon, Godig Contracting]

## Contractor Agreement

This letter sets out the terms of the agreement between [7 January 2017] and [13 April 2017]

In this letter, words in **bold type** (other than headings) have the meaning described in section 11 at the end of the letter.

### 1 PERIOD OF ENGAGEMENT

#### 1.1 Term

The **contractor** will supply the **services** to the **company** from [7 Januray 2017] to [13 April 2017] unless the engagement of the contractor to provide the services is terminated earlier in accordance with this **agreement**.

#### 1.2 Termination by the company

Subject to paragraphs 1.4 and 9.1, the company may terminate the contractor's engagement by giving the contractor one month's written notice of its intention to do so. The company may require the contractor not to perform the services during that notice period.

#### 1.3 Termination by the contractor

Subject to paragraph 1.4 if the contractor wishes to terminate its engagement, it must give one month's written notice to the company. The company may require the contractor not to perform the services during the notice period.

#### 1.4 Payment in lieu

If either the contractor or the company gives notice of termination, the company may terminate the contractor's engagement by making payment in lieu of that part or all of the notice period during which the contractor is

not engaged.

## **2 BASIS OF ENGAGEMENT**

### **2.1 Other contractors and employees**

In addition to the consultant, the contractor may engage such other persons as required, whether as employees, contractors or otherwise, to perform the services provided each of those persons is suitably qualified and capable of performing the work the contractor directs or engages them to perform.

### **2.2 Consultant's equipment**

The contractor will provide the consultant with the requisite equipment to provide the services at the contractor's expense (unless a prior arrangement is made in writing with the company).

## **3 FEE**

### **3.1 Amount**

Subject to paragraph 3.3, the company will pay the contractor a **fee** of **\$[37,200]** for providing the services.

### **3.2 Payment**

The company agrees to pay the fee by instalments monthly in advance subject to:

- (a) the contractor performing the services satisfactorily; and
- (b) receipt of a tax invoice from the contractor for the relevant period.

### **3.3 Early termination**

If either the company or the contractor gives notice of termination under paragraphs 1.2 or 1.3, the company is only liable to pay a prorated amount of the fee proportionate to the period the agreement is on foot.

## **4 GOODS AND SERVICES TAX**

### **4.1 Calculating GST**

**Consideration** payable by the company to the contractor under this agreement:

- (a) stated as a figure, is stated exclusive of **GST**; or
- (b) described (by a formula or otherwise), is described and must be calculated without regard to GST.

#### **4.2 Payment of GST**

Where this agreement requires the company to pay consideration for a **supply** then, on presentation of a **tax invoice** by the contractor to the company, the company will simultaneously pay to the contractor:

- (a) the money payable under this agreement; and
- (b) the **GST amount**.

### **5 DUTIES AND OBLIGATIONS**

Throughout the period of the contractor's engagement under this agreement, the contractor must:

- (a) faithfully carry out its responsibilities as specified in this agreement to the best of its ability;
- (b) observe all lawful requests made by any person authorised by the company; and
- (c) ensure that the policies of the company as notified to it are followed.

### **6 WARRANTIES AND INDEMNITY**

#### **6.1 Warranties**

The contractor warrants that:

- (a) the contractor:
  - (i) is exclusively entitled to perform work in the course of providing the services under this agreement; and
  - (ii) is entitled to enter into this agreement and to grant the rights granted to the company under this agreement.

#### **6.2 Indemnities**

The contractor indemnifies the company against all actions, proceedings, suits, claims and demands made against it in connection with:

- (a) the provision of services under this agreement;
- (b) any breach of the contractor of any of the warranties made in paragraph 6.1; or
- (c) any of the warranties made in paragraph 6.1 not being complete, true or correct,

and against all liabilities, losses, damages, costs and expenses (including

full legal expenses) suffered by the company as a consequence.

## **7 CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS**

### **7.1 Ownership**

The contractor acknowledges and agrees that the company owns:

- (a) all intellectual and industrial property rights in any **confidential information**, whether tangible or intangible and whether in documentary or computerised form and in any modifications and enhancements to that information;
- (b) any **inventions** or **works** absolutely and without further payment to the contractor.

### **7.2 Obligations**

The contractor:

- (a) must immediately disclose to the company (and to no other person) all the details of any inventions or works;
- (b) irrevocably assigns to the company all of the contractor's present and future right, title and interest in all inventions and works;
- (c) consents to the works being changed, copied, edited, added to, taken from and/or adapted in any manner or context by the company and any person authorised by the company to do so, for any purpose whatsoever notwithstanding that such conduct may amount to derogatory treatment of the works within the meaning of the Copyright Act 1968;
- (d) must, both during and after the term of this agreement, do all such acts and things as the company may reasonably request to secure to the company ownership or registration rights in the inventions and the works, and the contractor grants to the company the right to use the contractor's name to obtain any protection of the inventions and works; and
- (e) must not, both during and after the term of this agreement, engage in any conduct which may damage the company's intellectual property rights.

### **7.3 Obligation**

Subject to paragraph 7.4, the contractor must maintain in confidence all confidential information and ensure that the confidential information is kept confidential.

#### **7.4 Exceptions to confidentiality**

The contractor may reveal confidential information that:

- (a) it is required by law to disclose, in which case it must immediately notify the company of the requirement and must take lawful steps and permit the company to oppose or restrict the disclosure to preserve, as far as possible, the confidentiality of the confidential information; or
- (b) is in or enters the public domain for reasons other than a breach of this agreement by the contractor.

#### **7.5 Survival of obligation of confidentiality**

The obligation under paragraph 7.3 will survive the termination of this agreement.

### **8 RESTRAINT**

#### **8.1 Obligation**

In order to protect the company's goodwill and confidential information, the contractor will not during any **restraint period** in any **restraint area** by any means whatsoever directly or indirectly:

- (a) attempt in any manner to persuade a **client** to cease dealing with or to reduce the dealings which that client has customarily had or contemplated having with the company;
- (b) attempt in any manner to persuade any employee or contractor of the company with whose skills and abilities the consultant has become familiar in the course of the contractor's engagement under this agreement to cease providing services to the company and/or to provide services to the contractor or another person; or
- (c) use or attempt to use confidential information for any purpose other than for the purposes of the company or in any manner that may injure or cause loss to the company.

#### **8.2 Operation of restraint**

Each covenant contained in paragraph 8.1 resulting from each restraint period and each restraint area constitutes and is to be construed and will have effect as a separate, distinct, severable and independent provision from each other covenant (but cumulative in overall effect) and paragraph 10.2 will apply.

#### **8.3 Acknowledgment**

The contractor acknowledges and agrees that, without prejudice to any other remedy the company may have, the company will be entitled to injunctive and other equitable relief to prevent or cure any breach or threatened breach of paragraph 8.

## **9 TERMINATION WITHOUT NOTICE**

### **9.1 Events of termination**

If at any time during the contractor's engagement by the company the contract:

- (a) commits any act involving fraud, deceit or dishonesty (whether in relation to the company or otherwise);
- (b) becomes bankrupt or commits any act of bankruptcy;
- (c) is convicted of any criminal offence carrying a maximum penalty of not less than 12 months' imprisonment;
- (d) dies;
- (e) persistently neglects the affairs or business of the company;
- (f) refuses or fails to comply with any lawful request, made by any person authorised by the company;
- (g) engages in misconduct; or
- (h) is unable to properly perform the essential elements of the Services whether as a result of illness, accident or otherwise;

then the company will have the right to terminate this agreement immediately, without prejudice to any other claim, right or remedy which the company may have against the contractor.

### **9.2 Deliver up**

Immediately upon the termination of this agreement the contractor must deliver to the company:

- (a) all documents and other things which relate to the business or affairs of the company or otherwise recording confidential information; and
- (b) all things belonging to the company or in respect of which the company has rights of ownership, including computer equipment, mobile phones and other communication equipment, keys, security cards, cab charge cards and vouchers.

## **10 GENERAL**

### **10.1 Entire agreement**

This letter constitutes the entire agreement between the contractor and the company regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the company and the contractor, whether orally or in writing.

### **10.2 Severance**

If any paragraph or any part of any paragraph in this letter is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the paragraph (or where possible, the offending part) is to be severed from this agreement without affecting the enforceability, validity or legality of the remaining paragraphs (or parts of those paragraphs), which will continue in full force and effect.

### **10.3 Waiver**

If the contractor or the company delay in exercising any right under this agreement, that does not constitute a waiver of that right, nor will any waiver (either wholly or in part) of any particular right operate as a waiver of the same or any other right.

### **10.4 Governing law and jurisdiction**

- (a) The laws applicable in [insert applicable jurisdiction] govern this agreement.
- (b) The contractor and the company submit to the non-exclusive jurisdiction of the courts of [insert applicable jurisdiction] and any courts competent to hear appeals from those courts.

### **10.5 Set off**

If the contractor owes money to the company or owes more than it is entitled to be paid by the company, the company may withhold the amount of the debt or overpayment from any amounts otherwise payable to the contractor.

### **10.6 Status, tax and insurance**

The contractor:

- (a) will at all times supply the services to the company under this agreement in the capacity of an independent contractor, and not as an employee or agent of the company;
- (b) will be responsible for payment of any income tax payable on any

monies paid to the contractor or to any person engaged by the contractor to perform the services under this agreement and indemnifies the company against any liability for deduction of such tax;

- (c) acknowledges that the company is not required to make any contributions to any superannuation fund in respect of the contractor providing the services under this agreement;
- (d) must maintain public liability insurance with a reputable insurer for an amount not less than \$20,000,000.

#### **10.7 Assignment**

The company may assign its rights and benefits under this agreement to any other person without the consent of the contractor, but must continue to comply with its obligations to the contractor under this agreement or cause the assignee to agree to perform those obligations.

### **11 DEFINITIONS**

In this agreement:

**client** means, for the purpose of paragraph 8, any person who is or was a client of the company with whom, during the contractor's engagement, the contractor has or had dealings;

**company** means [Awesome Landscapes Pty Ltd];

**a company policy means** the policies of the company relating to performance of work;

**confidential information** includes, but is not limited to, all trade secrets, know-how and any other information confidential to the company that is disclosed to the contractor or acquired by the contractor during the course of the contractor's engagement under this agreement, which relates to the business affairs, clients or property of the company that are generally not available to the public or are not generally known in the industry in which the company operates, including (without limitation):

- (a) any information, record, specification, formula, patent, device, invention, method, technique or process that is owned by the company;
- (b) any methodology or system that the company has developed for its business;
- (c) any other information of the company relating to its services and products (offered or to be offered), research, development, marketing, pricing, clients and prospective clients, business

methods, strategies, financial conditions, personnel, plans, policies or prospects;

- (d) any information relating to technical knowledge that the company may possess relating to projects and tenders undertaken by the company, including its strategies and pricing considerations;
- (e) any information relating to the business affairs of the company; and
- (f) any confidential information of any client of the company or third party obtained by the company on a confidential basis;

**consideration** means any amount of consideration, compensation, damages, indemnity, reimbursement, costs or other sum payable or to be provided under any provision of this agreement;

**contractor** means [Godig Contracting – ABN 234 567 567]

**fee** means the fee payable under paragraph 3.1;

**GST** means any form of goods and services, value added, consumption, purchase, retail of similar tax calculated by reference to the price or value of a supply;

**GST amount** means the amount of money payable by the company under this Agreement multiplied by the rate from time to time at which GST law imposes or levies GST on a supply;

**GST law** means any law which imposes, levies, implements or varies a GST;

**industrial laws** means any applicable industrial award, enterprise agreement or industrial legislation;

**input tax credit** has the meaning given to it under GST law;

**inventions** means all inventions, discoveries and novel designs created in the course of the contractor's engagement under this agreement;

**restraint period** means each of the following periods commencing upon the commencement of the contractor's engagement and ending upon the expiry of each of the following periods after termination of the agreement:

- (a) 3 months; and
- (b) 6 months;

**restraint area** means:

- (a) Australia; and
- (b) [Student's own state/territory];

**services** means the services described in the Annexure;

**supply** means anything supplied, provided or performed for the purposes of this agreement which is taxable under GST law;

**tax invoice** means a tax invoice in the form and containing the information required under GST law for the purposes of collecting GST and obtaining an input tax credit; and

**works** means all works and other subject matter in which copyright exists which are created in the course of the contractor's engagement under this agreement.

Would you please signify the agreement of the contractor to the terms of this agreement as set out in this letter by signing and dating both copies and returning them to me.

Yours sincerely,

**[Sam Ng**

**Project Manager]**

For and on behalf of the company

**[Awesome Landscapes Pty Ltd]**

.....

**Signature of contractor**

.....

**[Godig Contracting]**

.....

**Date**

## **SCHEDULES**

### **THE SERVICES**

**Services** means for the purposes of the agreement the performance of work during the term of this agreement in the course of the company carrying on its business, commensurate with the contractor's knowledge and experience, to assist in the delivery of the following services to the company and the clients of the company:-

- (a) provide advice to the clients of the company;

- (b) develop and manage, on behalf of the company, relationships with relevant clients of the company, contractors, workers and suppliers in a manner consistent with the objectives of the business;
- (c) attend on the premises of the company and its clients at such time as is necessary to deliver the services;
- (d) use best endeavors to meet the timetables and/or schedules of the company and its clients;
- (e) provide the company with reports (written and oral) regarding the provision of the services as may be reasonably required by the company;
- (f) use best efforts to further the company's business; and
- (g) all other lawful activities required by the company.

The specific services to be provided include:

[Phase 2 – Building Support

- Excavate holes for septic system.
  - o Determine size of hole needed.
  - o Excavate hole and take soil to designated soil storage near car park.
  - o Bury septic tanks once installed.
  - o Compact soil around septic tanks.
- Excavate channels for pipes to septic system.
  - o Dig channels from chalets to septic tanks.
- Fill septic system channels and compact.
  - o Once sewers have been installed, tested and quality inspected, fill the channels.
  - o Compact the channels.
  - o Place markers for future maintenance.

Phase 3 – Planting and Landscaping

- Construct channels for stream through resort.
  - o Dig channels closely following plan.
  - o Ensure no erosion is likely around chalets.
- Install granite boulders in channels.
  - o Install boulders to hold channels and allow water to cascade.
- Excavate main channel from stream.
  - o Construct channel from start of proposed end of weir across to the top of each

channel.

- o Concrete channel.
- o Build channel gates.
- Construct weir.
  - o Excavate weir pond, moving any excess soil to designated storage area near car park.
  - o Build concrete weir.
  - o Build gate from weir.
  - o Excavate diversion from main stream to weir.
  - o No water may enter the channels yet.
- Construct drainage at bottom of channels.
  - o Excavate drainage channel from bottom of resort channels back into main stream.
  - o Create concrete channel.
- Testing and troubleshooting.
  - o Open weir gate allowing water to flow into top channel.
  - o Open each gate to allow optimum amount of water into resort streams.
  - o Quality test each channel for water flow, leakage and erosion.
  - o Troubleshoot and repair any issues.
- Expand car park.
  - o Excavate soil in car park.
  - o Create car park retaining wall.
  - o Fill retaining wall with excess soil from excavations.
- Move gravel to car park.
  - o Remove gravel from temporary access roads, starting at the chalets and working back towards the road.
  - o Relocate gravel to car park.
  - o Compact gravel ready for sealing.
- Seal car park.
  - o Organise delivery of bitumen.
  - o Seal bitumen over gravel.
- Add boulders to landscaping around chalets.
  - o Move remaining boulders from storage area to landscape around the chalets as

directed by the site supervisor. ]

19. Sam likes the contract but would like to send it to his lawyer before getting it signed off. Why do you think he wants to do that?

The contract preamble such as governing law and insurance will need to be checked by contract lawyers as they have been specially trained to understand and interpret contracts. It is important for the lawyers to tell project managers the ramifications of every part of a contract so that changes can be made where required prior to contract being signed.

20. The new contractor has advised one of his employees is actually an independent subcontractor. What course of action do you suggest?

Firstly, It is recommended that the contract should be amended to include a clause that requires Awesome Landscapes to approve of subcontractors.

Secondly, a subcontracting arrangement should be drafted for any allowed subcontractors and included in the Schedules.

21. Sam has approached you to get your advice regarding getting the project back on track and minimise further impact of the issues identified to the project.

List five (5) actions that must be done to minimise the impact of the issues.

- a. Finalise and sign the contract with 2 Landscapers.
- b. Finalise and sign the contract with the company replacing J.P.Digging.
- c. Resolve issues with J.P.Digging progress claims/payments
- d. Confirm which tasks are allocated to the 2 new landscapers and update Project plan where required.
- e. Audit works completed by J.P.Digging and complete all relevant contract finalisation activities required.

22. You have visited Sam and you noticed morale in the office seems to be very low at the moment.

He has asked you to provide him with an independent solution to the problem.

- a. Describe the causes of the poor morale.
- b. Provide advice to Sam regarding potential solutions to raise morale.
- c. How should the conflict be resolved?

- a. Project sponsor becoming bankrupt and change of project sponsor has caused job security concerns among workers. The delay of project and uncertainties of the future of the project have also made the team have little motivation to continue works on this project.

- b. Below are a few ways that might raise morale.
  - \* Provide training opportunities to employees.
  - \* Organise project meetings to give all team members latest updates of the project focusing on employment of 2 new landscapers, signing new excavation contractors, restart date of the project and recognition of achievements and efforts made by all team members.

- c. To restart the project as soon as possible.

23. Sam has mentioned to you that Andrew (the site manager) is having performance issues. Particularly, he has been having issues with his computer literacy, sending e-mail and using the Internet.

Sam is sending Andrew to Melbourne for some professional development at a landscape horticulture conference in three weeks' time, but he has asked you research a one- to two-day course that the site manager can attend to update his computer skills.

Research the computing courses available in Melbourne (preferably in or near the Central Business District) that he can attend.

- Provide a specific link to the site page containing all the details of the one- to two- day computer course(s); and
- Attach a screenshot of the site page containing all the details of the one- to two- day computer course(s)

|                             |                                                                                                                                                                         |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Link to site page           | <a href="https://pdtraining.com.au/courses/computer-basics-foundation-training-course">https://pdtraining.com.au/courses/computer-basics-foundation-training-course</a> |
| Screenshot of the site page |                                                                                     |

## WORKBOOK CHECKLIST

When you have completed this workbook, please ensure you have completed all parts of it:

☒ **Written Questions**

☒ **Part 1 – Manage Project Human Resources**

☒ **Part 2 – Manage Project Procurement**

☒ **Part 3 – Manage Project Stakeholder Engagement**

☒ **Part 4 – Lead and Manage Team Effectiveness**

☒ **Case Study**

**IMPORTANT REMINDER**

**Students must achieve a satisfactory result to ALL assessment tasks to be awarded COMPETENT for the unit relevant to this subject.**

To award the student competent in the units relevant to this subject, the student must successfully complete all the requirements listed above according to the prescribed benchmarks.

**End of Document**