

CPCCBC4009B APPLY LEGAL REQUIREMENTS TO BUILDING AND CONSTRUCTION PROJECTS ASSESSMENT SUMMARY

The assessment activities for CPCCBC4009B *Apply legal requirements to building and construction projects* cover all aspects of the unit of competency required. To demonstrate competence in this unit, a participant must undertake all tasks and complete them satisfactorily and consistently. For Apprentices and Trainees, this includes employer completion of the Employer Record Book (ERB).

Participants must read all the information given before starting any assessment task. The assessment tasks are intended to be equitable, fair and flexible. If a participant has any questions or requires alternative arrangements to be made such requests should be directed to their Trainer/Assessor, who should note such arrangements in the 'Assessor Comments' on the affected assessment. If a participant feels they are not yet ready to be assessed, they should discuss their options with their Trainer/Assessor.

To satisfactorily complete the assessment, the participant is required to answer all questions correctly and demonstrate their skills to industry standards. If a participant does not answer some questions or perform some tasks, they will be deemed 'Not Satisfactory' for the task and 'Not Yet Competent' for the unit of competency. The Trainer/Assessor is able to provide the participant with additional information on interpreting the assessment outcomes and provide guidance on the participant's options. Should a participant still be deemed 'Not Satisfactory' they will have the opportunity to undertake a supplementary assessment or appeal the result.

By signing the cover page for each assessment item, the participant acknowledges they understand the assessment instructions and requirements and consent to being assessed. The participant also verifies and assures the RTO that the work submitted is their own work.

Participant Name	Tess Veldink
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Task	Assessment Results	
Theory Exam	☐ Satisfactory	☐ Not Yet Satisfactory
Practical Assessment	☐ Satisfactory	☐ Not Yet Satisfactory
Outcome for Unit of Competency	☐ Competent	☐ Not Yet Competent

Assessor Name	
Assessor Signature	
Unit Competence Determination Date	Click here to enter a date.

CPCCBC4009B

APPLY LEGAL REQUIREMENTS TO BUILDING AND CONSTRUCTION PROJECTS

THEORY EXAM INSTRUCTIONS

- This exam will occur under standard assessment conditions.
 - An oral examination may be allowed under certain circumstances, whereby the Participant's answers will be documented by a party other than the Participant. This must be acknowledged in writing (e.g. FT001 and Assessor Comments)
- Participants must provide enough detail in their responses to demonstrate their knowledge and skills.
- Please fill in the details below, providing your name, signature and date of assessment.
 - Your signature acknowledges that this is your own work.
- Assessors are to complete marking in pen of a different colour to the Participant.
- If a Participant initially answers a question incorrectly but modifies their response, they must follow the instructions below:
 - If a Participant changes their response in writing, they must put their initials next to the written change.
 - If a Participant changes their response verbally, this must be noted on the exam paper by the assessor.

Participant name Tess Veldink

Participant signature Tess Veldink

Date 24/02/2020

Assessor name _____

Assessor signature _____

Date Click here to enter a date.

Number of questions	Number of questions answered correctly	Task outcome (Tick)	
		Satisfactory	Not Yet Satisfactory
48		☐	☐

Q1. Identify the legislation (Act and/or Regulation) in your region relating to builder licensing or registration.

Answer The Queensland Building & Construction Commission Act 1991 (QLD)



Q2. Select one (1) licence class and identify the scope of work that is allowed by a builder in this class. List the section(s) of the legislation that identifies these requirements.

Answer

Section(s) of legislation	Scope of work
QLD Building and Construction Commission Regulation 2018 – Schedule 2, Part 4 – Builder – Low rise licence	1. Building work on a class 1 or class 10 building. 2. Building work on classes 2 to 9 buildings with a gross floor area not more than 2,000m ² , but not including Type A or Type B construction. Schedule 2 Queensland Building and Construction Commission Regulation 2018 Page 94 Current as at 1 January 2020 Authorised by the Parliamentary Counsel 3. Building work that consists of non-structural work on a building, regardless of— (a) the class for the building; or (b) the gross floor area of the building. 4. Prepare plans and specifications that are— (a) for the licensee's personal use; or (b) for use in building work to be performed by the licensee personally.



Q3. Select one (1) licence class and identify the requirements under the legislation for supervisors. List the relevant section(s) of the legislation.

Answer

Section(s) of legislation	Requirements
QLD Building and Construction Commission Regulation 2018 – Schedule 2 – Part 7, Builder restricted to kitchen, bathroom and laundry installation licence	The experience requirements are the following— (a) for a person who has a technical qualification required under part 3, 15, 16, 18, 34, 37, 39, 40, 43 to 46, 50, 54, 58 or 59—2 years' experience in— (i) the scope of work for the class; or (ii) other work the commission is satisfied is at least equivalent to experience in the scope of work for the class; (b) otherwise—4 years' experience in— (i) the scope of work for the class; or (ii) other work the commission is satisfied is at least equivalent to experience in the scope of work for the class.



Q4. Select one (1) licence class and identify the requirements under the legislation for managers. List the relevant section(s) of the legislation.

Answer

Section(s) of legislation	Requirements
QLD Building and Construction Commission Regulation 2018 – Schedule 2 – Part 16 Carpentry licence	Any one of the following— (a) successful completion of either of the following courses— (i) apprenticeship in carpentry; (ii) Certificate III in Carpentry CPC30211; (b) successful completion of a course the commission considers is at least equivalent to a course mentioned in paragraph (a); (c) a recognition certificate as a qualified carpenter; (d) a qualification or statement of attainment of required competency for the class of licence Managerial qualifications - An approved managerial qualification.



Q5. Name the Act and identify the section that outlines the primary duty of care regarding safety on site. Briefly describe the requirements.

Answer

Section of Act	Requirements
Work Health and Safety Act 2011 – Duties section 19	Provision and maintenance of a - work environment without risks to health and safety - safe plant and structures - safe systems of work - the safe use, handling, storage and transport of plant, structures and substances - facilities for the welfare at work of workers in carrying out work for the business or undertaking, including ensuring access to those facilities - any information, training, instruction or supervision that is necessary to protect all persons from risks to their health and safety arising from work carried out as part of the conduct of the business or undertaking



- Q6. Name the Act and identify the section that outlines the duties of workers regarding safety on site. Briefly describe the requirements, including those for monitoring.**

Answer

Section of Act	Requirements
Work Health & Safety Act – 2011 section 28	Take reasonable care for own safety; Take reasonable care to ensure acts or omissions do not adversely affect the health and safety of others; Comply with reasonable instructions from the PCBU to assist them in complying with the WHS Act; and Co-operate with policies or procedures relating to health and safety that the workers have been notified of



- Q7. Name the Regulation and identify the section that outlines the requirements regarding compliance with safe work method statements. Briefly describe the requirements.**

Answer

Section of Regulation	Requirements
Work Health and Safety Regulation – Chapter 6 – Part 6.3 Division 2 clauses 300	Person conducting a business or undertaking that includes the carrying out of high-risk construction work must put in place arrangements for ensuring that high risk construction work is carried out in accordance with the safe work method statement for the work. Maximum penalty— (a) in the case of an individual—\$6,000, or (b) in the case of a body corporate—\$30,000.



- Q8. Name the Regulation and identify the section that outlines the requirements for site signage when undertaking construction work. Briefly describe the requirements.**

Answer

Section of Regulation	Requirements
Work Health and Safety section 308	Clear view of contractor's name and contact numbers Show the location of the site office for the project if any. Ensuring these are clearly visible from outside the workplace or the work area



Q9. Name the Regulation and identify the section that outlines the requirements for signage in confined spaces. Briefly describe the requirements.

Answer

Section of Regulation	Requirements
WHS act 2017 Chapter 4 Division 3 section 68	The signs must— identify the confined space, and inform workers that they must not enter the space unless they have a confined space entry permit, and be clear and prominently located next to each entry to the space.

☐

Q10. Identify a relevant Code of Practice relating to traffic management safety signage. Briefly describe the requirements.

Answer

Code of Practice name	Requirements
Traffic Management for Construction or maintenance work Code of Practice 2008 – Part 4 Traffic Management	There are numerous ways to control the risks associated with working on roads or road-related areas. Following are some examples of a number of traffic control measures that may be considered: • road closures • footpath closures • detours • signing • traffic controllers

☐

Q11. Identify the Volume and Parts of the NCC that relate to energy efficiency of building fabric for Classes 1 and 10, and Classes 2 to 9.

Answer

Classes 1 and 10	Classes 2 to 9
Volume 2, part J1,	Volume 1, Part 2.12.1

☐

Q12. Which Australian Standard is referenced in the NCC with regards to the requirements for building fabric thermal insulation?

Answer Australian Standard 4859.1

☐

Q13. Identify the legislation (Act and/or Regulation) in your region relating to sustainable housing.

Answer

Building Act 1975
Chapter 8A - provisions to support sustainable housing



Q14. Identify the legislation (Act and/or Regulation) in your region relating to noise standards when undertaking building work.

Answer Environmental Protection Act 1994



Q15. Briefly describe the Local Council requirements with regards to building work noise.

Answer Building work noise applies to owner-builders and any person other than the residential occupier of a premise carrying out any of the below activity

- building, repairing, altering, underpinning, moving or demolishing a building
- providing air conditioning, drainage, heating, lighting, sewerage, ventilation or water supply for a building
- excavating, filling or retaining work in conjunction with building work
- installing or removing scaffolding.



If noise from a building work can be heard within these times the person carrying out the works maybe issued with a fine. Monday to Saturday 6:30pm to 6:30am and anytime of Sunday or public holidays

Q16. Briefly describe the insurance that a builder must obtain to insure the residential building work over \$10,000.

Answer Builders will need the Queensland Home Warranty Insurance. It covers;

- Construction work valued at more than \$3,300
- Period of 6 years and 6 months from the date of contract
- Must be less than 3 storeys
- In case you become bankrupt. Go into liquidation
- Fail to complete works, fail to fix defects
- If the building suffers from subsidence or settlements



Q17. Identify the legislation (Act name and relevant section) that requires an employer to insure workers in the event of accidents or illness.

Answer Workers Compensation & Rehabilitation Act 2003 – Division 6 Injuries, impairment and terminal conditions. ☐

Q18. To ensure that a legally binding contract exists between yourself and a client, what must exist?

Answer ☐

1. An offer by party 1
2. Acceptance by party 2
3. Intention by both parties to create legal relations
4. Consideration

Q19. What federal and state/territory fair trade legislation should be referred to for guidance on the following:

- Consumer transactions (e.g. payment of supplier invoices)
- Issues where the client is unhappy with the work undertaken

Answer ☐

Federal	State or territory
The competition and Consumer Act 2010	Qld Fair Trading Act 1989

Q20. Identify the legislation (Act name and relevant section) that identifies that an employer is to pay payroll tax.

Answer ☐
 Payroll Tax Act 1971
 Part 2 Liability to taxation
 Section 12 – Employer to pay payroll tax

Q21. Payroll tax is a self-assessed tax on the wages that employers pay to their Queensland employees when the total wages are more than \$_____.

Answer \$25,000.00

☐

Q22. Identify the legislation (Act name and relevant division) that identifies who is required to be registered and who may be registered for Goods and Services Tax (GST).

Answer Part 2-5 Registration
Division 23 -5 Who is required to be registered
Division 23-10 Who may be registered

☐

Q23. Business owners should register for GST if their business' gross income is more than \$_____.

Answer \$75,000.00

☐

Q24. Identify the two legislative Acts that identify the rights and entitlements of contractors.

Answer The Independent Contractors Act 2006 and Fair Work Act 2009

☐

Q25. Identify one (1) standardised domestic building contract that may be used for renovation jobs under \$15,000 that do not affect footings or foundations.

Answer Small Works Contract HIA

☐

Q26. Identify one (1) standardised commercial building contract that may be used where a lump sum price cannot be established.

Answer Commercial Cost Plus contract – Master Builders

☐

Q27. Identify the legislation (Act name and relevant section) that identifies when development under a development approval may start.

Answer Planning Act 2016 – Chapter 3 Development assessment section 72

☐

Q28. True or False (Tick your response): The bank lending you money will sometimes have special requirements for progress payments, this may be included as additional clauses in the contract.

Answer

☒	True
☐	False

☐

Q29. Identify the Parts of the *Fair Work Act 2009* (Cth) that address Awards and Enterprise agreements.

Answer

Awards	Enterprise Agreements
Parts 2-3 Modern Awards	Parts 2-4 – Enterprise Agreements

☐

Q30. True or False (Tick your response): Awards set out the minimum wages and conditions an employee is entitled to.

Answer

☒	True
☐	False

☐

Q31. Identify two (2) awards that may apply to those working in the building and construction industry.

Answer 1. Building and Construction General On-site Award
2. Plumbing and Fire Sprinklers Award ☐

Q32. True or False (Tick your response): When a workplace has a registered agreement the award doesn't apply, but the base pay rate can't be less than that in the award.

Answer

☒	True
☐	False

☐

Q33. True or False (Tick your response): Award an agreement free employees may have an employment contract.

Answer

☒	True
☐	False

☐

Q34. True or False (Tick your response): Subcontract companies do not need to comply with your company's policy and obligations.

Answer

☐	True
☒	False

☐

Q35. Identify the subcontractors who still need to hold a licence.

Answer
 - Plumbing and drainage
 - Gas fitting
 - Pest control or fire protection
 ☐

Q36. List two (2) proactive measures that may be taken to ensure discrimination and harassment are not practiced in the workplace.

- Answer**
- Observing and implementing the principles of equal employment opportunity
 - Ensuring that work is consistent with workplace standards regarding anti-discrimination and workplace harassment



Q37. Identify the section of the *Racial Discrimination Act 1975 (Cth)* that identifies that racial discrimination is unlawful. Briefly explain the section.

Answer

Section of Act	Requirements
Part 2 – prohibition of racial discrimination section 9	It is unlawful for a person to do any act involving a distinction, exclusion, restriction or preference based on race, colour, descent or national or ethnic origin which has the purpose or effect of nullifying or impairing the recognition, enjoyment or exercise, on an equal footing, of any human right or fundamental freedom in the political, economic, social, cultural or any other field of public life.



Q38. Identify the section of the *Sex Discrimination Act 1984 (Cth)* that identifies that sexual harassment is unlawful. Briefly explain the section.

Answer

Section of Act	Requirements
Division 4 - 30 Exemptions	Certain discrimination on ground of sex not unlawful (1) Nothing in paragraph 14(1)(a) or (b), 15(1)(a) or (b) or 16(b) renders it unlawful for a person to discriminate against another person, on the ground of the other person's sex, in connection with a position as an employee, commission agent or contract worker, being a position in relation to which it is a genuine occupational qualification to be a person of a different sex from the sex of the other person. (2) Without limiting the generality of subsection (1), it is a genuine occupational qualification, in relation to a particular position, to be a person of a particular sex



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Q39. Identify the legislation (Act name and relevant section) that identifies the wages and employment conditions for apprentices and trainees.

Answer Industrial Relations Act 2016 (QLD) Chapter 2 Part - Wages and employment conditions for apprentices and trainees ☐

Q40. True or False (Tick your response): An apprentice or trainee is not entitled to the same employment conditions as other employees in the workplace.

Answer

☐	True
☒	False

☐

Q41. Identify the legislation (Act name and relevant section) that requires consultation with workers on matters relating to work health or safety.

Answer WHS act Part 5,6, & 7. ☐

Consultation requirements have been expanded to engage all persons that may have an impact on the health and safety of persons associated or affected by a business or undertaking.

Consultation is required between:

- Duty holders with shared duties and
- PCBUs and the workers impacted by the work activities or undertakings

Q42. List three (3) ways that reference material on industrial relations or legal information may be made available to employees.

Answer

1. Wages
2. Superannuation
3. WHS act

☐

Q43. Which of the following are good processes for addressing disputes? Tick all that apply.

Answer

Choice	Possible Answers
☒	Act quickly
☒	Discuss options for fixing the problem
☒	Follow up with the customer
☒	Get all the facts
☒	Keep your promises
☒	Listen to the complaint
☒	Record details of the complaint

☐

Q44. When handling a dispute, what document should you refer to for details on the obligations of each party to an agreement?

Answer

The contract should be the document that will parties refer to

☐

Q45. Which of the following should be addressed in a company's policy for handling customer complaints? Tick all that apply.

Answer

Choice	Possible Answers
☒	Explanation of how to make a formal complaint
☒	Information about commitment to continuous improvement
☒	Some of the solutions offered to resolve complaints
☒	Steps to be taken in discussing, addressing and resolving complaints

☐

Q46. True or False (Tick your response): Dispute resolution procedures should be based on company policies.

Answer

☒	True
☐	False

☐

Q47. What are the benefits of documenting disputes and their outcomes?

Answer Documenting all disputes benefits builders, trades, contractors so that these can be avoided in the future or help resolve current disputes.

☐

Q48. True or False (Tick your response): You should keep records of all complaints in one central place or register.

Answer

☒	True
☐	False

☐

CPCCBC4009B

APPLY LEGAL REQUIREMENTS TO BUILDING AND CONSTRUCTION PROJECTS

PRACTICAL ASSESSMENT INSTRUCTIONS

- The following practical assessment will require the Participant to complete work related activities.
- The Assessor will conduct observations of the Participant's work to determine whether they display sufficient practical skills and knowledge.
- Please fill in the details below – providing your name, signature and date of assessment.
 - The Participant's signature acknowledges that the Assessor provided clear instructions and the Participant understood what was required to complete this assessment.
- The Assessor may substitute a Practical Task with an alternate task of equal value.
 - Alternate tasks must be fully documented by the assessor in the Assessor Comments area.

Participant name Tess Veldink

Participant signature Tess Veldink

Date 24/02/20

Assessor name _____

Assessor signature _____

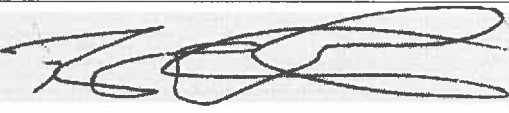
Date [Click here to enter a date.](#)

Task	Task outcome (Tick)	
	Satisfactory	Not Yet Satisfactory
Task 1 (Occasion 1)	☐	☐
Task 1 (Occasion 2)	☐	☐

ASSESSOR COMMENTS

CPCBC4009B

APPLY LEGAL REQUIREMENTS TO BUILDING AND CONSTRUCTION PROJECTS

Practical Task 1 (2X)			
Description of task: On two (2) occasions, a suitable observer is to verify the participant's ability to apply legal requirements to building and construction projects: - Occasion 1: Residential buildings - Occasion 2: Low rise commercial buildings (Class 1 and 10 construction and Classes 2 to 9 with a gross floor area not exceeding 2000 square metres, not including Type A or Type B construction) The participant is to gather evidence of how they have completed each component of the Practical Task, which is to be submitted with this Practical Assessment sheet. Evidence to be submitted may include: - Copies of any licences - Business insurance Certificates of Currency - A copy of a WHS Policy - A copy of an Environmental Policy - If an employer - copies of employee records, apprenticeship papers - Sub-contractor agreements or a copy of a sub-contract - A copy of a Business Activity Statement - A copy of a business tax invoice that references relevant legislation - A copy of a Dispute Resolution Procedure or documentary evidence of a dispute The observer is to provide detailed comments on the tasks completed by the participant. The assessor is to verify the observer's comments in the Assessor Comments section, and provide the Practical Assessment outcome on the front cover of this document.			
Resources required: Computer, Telephone, Building Contract.			
Assessment of task			
Name of participant:	Tess Veldink		
Name of observer:	Tim Carothers		
Role of observer (Confirm suitability to sign)	Operations WHE+5 and QA manager.		
Email address of observer	reception@bluestarcorporate.com.au		
Signature of observer:			
Date:	20/03/2020		
When completing the task, did the participant:		Tick if satisfactorily completed. Provide comments if left unticked.	
		1 st Occasion	2 nd Occasion
1 Legal obligations			
1.1A. Research and apply licensing or registration legislation relevant to the region, including classifications for builders, supervisors and managers.		☒	☒
1.1B. Research, apply and monitor safety legislation and regulations applicable to on-site construction, including site safety signage		☒	☒

requirements.		
1.1C. Research and apply codes, Acts, regulations, by-laws and standards applicable to: - Construction of the particular building project - Insurance - Sustainability - Environmental matters	☒	☒
1.1D. Set up and administer financial systems in compliance with legislation, including: - Payroll, including payment of wages, and subcontractor and supplier invoices - GST systems in compliance with legislation	☒	☒
1.1E. Meet building contract obligations through: - Observing common law principles, legislation, regulations, fair trading requirements - Selecting the correct form of contract for the project - Carrying out the work in accordance with contractual obligations - Meeting contractual conditions, including communicating with local or regulatory authorities on matters regarding approvals and financial matters	☒	☒
2 Industrial relations obligations		
1.2A. Research and apply relevant industrial relations policies and obligations, referring to relevant authorities	☒	☒
1.A. Identify and contract subcontract companies that comply with company policy and obligations.	☒	☒
1.2B. Apply relevant awards to contracts.	☒	☒
1.2C. Use workplace agreements in accordance with company policy.	☒	☒
1.2D. Take proactive measures to ensure discrimination and harassment and not practiced in the workplace, referring to anti-discrimination and equal employment opportunity legislation.	☒	☒
1.2E. Identify and apply provisions of training agreements.	☒	☒
1.2F. Make available to employees any reference material on access to industrial relations or legal information.	☒	☒
3 Dispute resolution processes		
1.3A. Apply organisational dispute resolution processes.	☒	☒
1.3B. Deal with customer complaints according to company policy.	☒	☒
1.3C. Document disputes, recording and maintaining outcomes.	☒	☒
1.3D. Effectively communicate using the following methods: - Language/concepts appropriate to cultural differences - Non-verbal communication - Written skills – using memo, letter, facsimile or email	☒	☒
The participant's performance was: ☒ Satisfactory ☐ Not Satisfactory		

OBSERVER COMMENTS

For both occasions each criterion was discussed through multiple email trails and meeting minutes which was then supported by a number a different workplace policy, examples of timesheets for wages, employee documents and invoices.

Legal Obligations

These first criteria were discussed through an email trail between the client and the builder. The builder explained what the importance was to have a building licence and the requirements to have one. Construction safety is the biggest thing when on site, so the builder explained their processes and attached the related policy.

The current codes, act, regulations and standards where discussed next. The builders touched on the different codes and regulations that the projects will need to follow - from national regulations to local regulations. The builder then ran through the different insurances that should be held and the importance of them including a copy of Coral Homes PL insurance and expressed the urgency to consider the environment and promote sustainability, Epoca Constructions attached their environmental policy as evidence.

The financial systems being used for the project were also highlighted in the email trail including payroll, wage payments and GST. The processes for submitting progress payments/invoices were discussed with example progress claims attached. The building obligations for the project were documented with meeting minutes from a meeting that the client and builder had together. The minutes highlighted the importance of choosing the correct contract and meeting contractual obligations and conditions as per the signed contract.

Industrial Relation Obligations

These criteria were discussed through multiple emails between the client and builder. The important policies, regulations and acts were highlighted when it comes to building the projects. Subcontractors for the projects were lightly touched on and the process for a suitable subcontractor were explained. The relevant awards and enterprise agreements were explained in regards to the type of employees working at Epoca and Coral Homes. Attached are employee contracts (workplace agreement) that align with company policies.

Both builders discussed the proactive measure they take to ensure that there is zero tolerance to discrimination and harassment. Epoca attached their related policy to ensure everyone has equal opportunity; while Coral Homes provided a light overview of the policies.

Both companies discussed apprenticeship/trainee entitlements with training contracts and apprentice policy attached as evidence. The importance of being transparent between the employer and employee was highlighted with a privacy policy attached to show how the company operates.

Dispute Resolution Processes

This criteria was shown through submitting a grievance policy for occasion one and both occasions submitted tips on how to deal with a disputes and explaining how they would deal with the issues if they were to arise.

Effective communication has been evident through both occasions. Non-verbal and verbal communication has been used through the email trails, phone calls and meetings. Written skills have been used through the emails, meeting minutes and the evidence submitted to back up the criteria. Correct language and concepts have also been sufficient throughout both occasions.

Legal requirements Assignment

Occasion 1 - Low Rise Commercial

Legal obligations

To: Gabrielle Veldink – jandgveldink@bigpond.com

Subject: Low Rise Commercial – Prince William Aged Care Facility

From: Tess Dunning - Epoca Constructions

Hi Gabrielle,

Thank you for choosing Epoca Constructions to help you make this project come to life. As discussed this is a low-rise commercial aged care facility with multiple dwellings for low care residents.

At Epoca the first thing we like to do is give our clients information regarding the projects legal requirements so there is transparency between us. The first thing we would like to explain is Licencing in Queensland. The Queensland Building and Construction Commission Act 1991 outlines a range of circumstances in which a licence must be held. For this project a building licence applies because the building works is valued over \$3,300, this licence is held and maintained by Epoca. Failure to do this and it could result in monetary fines, or accumulation of demerit points.

There is also a range of licence classes that the QBCC that outlines requirements for builder, supervisors and managers. For this low-rise commercial project it is important that we are following the QBCC licence guidelines. To apply for builders, supervisors and managers licences you must have documentation showing you hold the technical qualifications for the licence class you are applying for and previously carried out works covered in the scope of your licence class including the size and type of construction.

Please let me know if you have any problems with understanding the difference licence classes.

Thanks,

Tess Dunning

Contract Administrator

To: Gabrielle Veldink – jandgveldink@bigpond.com

Subject: Low Rise Commercial – Prince William Aged Care Facility

From: Tess Dunning- Epoca Constructions

Hi Gabrielle,

As discussed over the phone this morning this is how Epoca applies safety regulations on our construction sites.

As part of the primary duty of care, a PCBU must monitor workplace safety during on-site construction for the purpose of preventing illness or injury of workers. The health and safety laws outline the importance of warning all hazardous activities on a construction site. Before

work commences Epoca ensures that general safety signs are present and that there are enough signs to comply with the size and complexity of the job site. As per the Work Health and Safety Regulations section 308 additional signs are required when undertaking construction work.

The site signs must show the main contractor's name, phone number and contactable hours and show the location of the site office for the project. This information must be clear from outside the workplace or where the construction is being taken.

Attached is our Work Health & Safety policy, which is reviewed annually and changed when applicable

Thanks,

Tess Dunning
Contract Administrator

To: Tess Dunning – tess@epocaconstructions.com.au
Subject: Low Rise Commercial – Prince William Aged Care Facility
From: Gabrielle Veldink – Devcorp development

Tess,

Can you please explain the current codes, acts, regulations and standards as they are always changing and we want to check we are all on the same page.

Thanks,

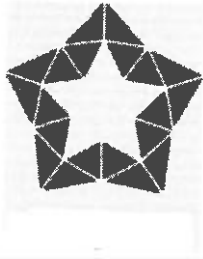
Gabrielle Veldink
Contract Administrator

To: Gabrielle Veldink – jandgveldink@bigpond.com
Subject: Low Rise Commercial – Prince William Aged Care Facility
From: Tess Dunning- Epoca Constructions

Hi Gabrielle,

Of course we can. Before starting construction on a building site its important to have a clear understanding of the laws that govern – construction and building, insurance, sustainability & environmental matters.

As this project is a low rise commercial building for a private nursing home there are a range of different building requirements that will need to be applied. The National Construction Code (NCC) that outlines requirements for various aspects of the building. The NCC will also reference Australian Standards regarding the materials to be used.



Work Health and Safety Policy

Overview

recognises its responsibility for the safety and welfare of its personnel. No person should suffer injury or ill health through any work activity. is committed to zero safety incidents.

In line with workplace health & safety (WHS) statutory obligations, aims to provide the highest level of protection for employees, clients and visitors that is reasonably practicable.

While provides information, instruction and training to employees and contractors (Workers) about safe work practices and its policies, it is also expected that Workers care for their own health and safety and contribute to maintaining a safe workplace at all times.

Our safety systems and procedures comply with the requirements of ISO 45001:2018.

Scope

This policy applies to all Workers while they are:

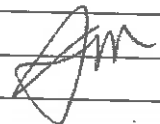
- in a workplace under management and control (including vehicles);
- using, handling, storing or transporting plant, products or substances; and/or
- performing work in the conduct of our business (including at a site away from their usual workplace).

Protecting Workers

In accordance with work health and safety legislation in the State operates in, aims to eliminate risks in the workplace or, where this is not possible, reduce any risk as far as reasonably practicable.

promotes a safe workplace and safe work practices in a number of ways:

- **Training and information:** Workers receive training and information about occupational health and safety plan, safe work practices, and are required to read and understand policies and procedures dealing with workplace safety.
- **Monitoring and auditing:** continually monitors and identifies potential workplace health and safety issues and develop strategies for dealing with them. also audits its WHS systems.
- **Communication** and its Workers are encouraged to exchange information about the risks to health and safety and measures that should be taken to either eliminate or reduce these risks as far as possible. facilitates communication through office meetings, project meetings, toolbox meetings, pre-start meetings and health & safety representatives.
- **Representation:** Workers are encouraged to raise all WHS issues with management and/or its Operations WHSE & QA Manager. If Workers believe a contravention of the work health and safety legislation has occurred or is occurring, the first step should be to report this to your manager/supervisor.

Review Date	Revision Number	Endorsement
1 October 2019	5	

First aid: All offices shall have an appropriate First Aid Kit available where required and the personnel who has current First Aid qualifications shall be made known to the relevant employees.

Reporting incidents

All workplace accidents, near-misses, injuries, illness or damage must be reported to the immediate supervisor/manager and/or Operations WHSE & QA Manager. The following procedure will apply:

- **First aid:** Where necessary first aid or medical attendance will be organised.
- **Notification:** The following applies in relation to reporting of incidents:
 - **Critical Incident or Fatality:** This shall be notified and managed in accordance with the Critical Incident Management Plan.
 - **Other incidents:** In Queensland, notification of all incidents must occur within 24 hours, or immediately if a death has occurred.
 - **Investigation and prevention:** All incidents will be investigated to identify the cause with a view to preventing recurrence of the incident.

Procedure to resolve WHS issues

If a Worker wishes to raise a WHS issue that has:

- arisen in a workplace which is under management and control; or
- arisen from the conduct of business,

they should speak to their immediate supervisor/manager and/c Operations WHSE & QA Manager.

As soon as is reasonably possible after reporting the issue the immediate supervisor/manager and/or Operations WHSE & QA Manager will meet with the Worker affected by the issue (and any representative of the Worker) to assist in resolving the issue.

For the purpose of resolving the health and safety issue as quickly and effectively as possible the parties will consider:

- the number and location of Workers affected by the issue;
- whether appropriate temporary measures are possible or desirable;
- how long it will take to permanently resolve the issue; and
- who, on behalf, will be responsible for performing and overseeing any action agreed necessary to resolve the issue.

After an issue is resolved, will endeavour to circulate to the parties a written record detailing the issue and matters relating to its resolution. will ensure that any agreement reached in the course of resolving the issue is brought to the attention of the Workers affected by the issue.

Consultation about WHS issues

As far as is reasonably practicable, will consult with Workers who are (or who are likely to be) directly affected when

- identifies or assesses WHS hazards or risks at a workplace under our management and control or arising from the conduct of our business;
- determines measures to be taken to control WHS risks at a workplace under our management and control or arising from the conduct of our business; and
- proposes changes that may affect the health or safety of Workers to a workplace under management and control and/or the plant, substances or other things used at such a workplace and/or the conduct of the work performed at such a workplace.

endeavours to share information about these matters and give Workers a reasonable opportunity to express views on them. will take into account those views.

Senior Leadership Team Responsibilities

It is the ultimate responsibility of the Senior Leadership Team to ensure that high standards of safety, its safety culture, and safety management systems are maintained, monitored, reviewed and enforced.

In addition to the above, they have the primary responsibility of: -

- Ensuring that the requirements of Safety Management System are endorsed and complied with within their respective teams at all times;
- Abiding by, communicating, supporting and promoting this policy to all employees within their control; and
- Ensuring their managers and supervisors support and promote this policy through their day to day management of people and performance of their duties and services.

Worker's responsibilities

A safe working culture is the responsibility of everyone, and this can be best achieved through the cooperative efforts of all. This involves being proactive about WHS issues and also responding quickly and appropriately if an incident does occur.

Whilst it is required to maintain a safe and healthy work environment, employees, contractors, clients and visitors are also expected to take reasonable care for their own health and safety and that of others by:

- complying with WHS policies, procedures and instructions, and any WHS policies, procedures and instructions of our clients or customers while on their sites;
- taking care for their own health and safety and the health and safety of others who may be affected by their actions;
- taking action to avoid, eliminate or minimise hazards;
- reporting all known or observed hazards to the appropriate person;
- reporting immediately any work-related injury or 'near-miss' incident to the appropriate person;
- actively participating in the management of WHS risks;
- not wilfully placing at risk the health, safety or well-being of others at the workplace; and
- being familiar with emergency and evacuation procedures and cooperating with directions from emergency or evacuation wardens.

Other relevant policies, procedures and documents

Workers must read this policy in conjunction with other relevant policies, procedures and safety documents, including (but not limited to):

- the Work Health and Safety Plan;
- Work Health, Safety and Environment Management Procedures;
- Rehabilitation Procedure for Workers;
- Correct use of Personal Protective Equipment;
- the Risk Matrix; and
- the Safe Works Procedure.

Implementation of this policy

The Chief Operating Officer is responsible for this policy within . The Chief Operating Officer or its authorised representative will communicate this policy and any subsequent updates or amendments to it, to the Senior Leadership Team within for implementation.

The Senior Leadership Team within have the primary responsibility to:

- a) Abide by, communicate, support, promote and enforce this policy to all employees within their control; and
- b) Ensure their managers and supervisors support and promote this policy through their day to day management of people and performance of their duties and services

Breach of this policy

Any breach of this policy by a Worker is a disciplinary matter and may be investigated. In serious cases, the penalty for breach of policy, or repetition of an offence, may include termination of employment, including summary dismissal.

Policy review

This policy will be reviewed annually or a shorter period when necessary with the approval of the Chief Operating Officer or the Chief Executive Officer.

Different building acts will also need to be referred to such as the Building Act 1975 & Building Regulations 2006 (Qld) this will further outline different building aspects for the project. We will also need to follow local government guidelines which will be available on the local council website.

Both Epoca and Devcorp will need to carry the correct insurance, which Epoca does due to other project underway. As builders its important that we have current Contract Works Insurance which protects any construction-related activities. Both parties should have current Public Liability Insurance that provides protection in the event of a personal injury to a third party and WorkCover insurance to cover workers in an event of a accident or illness.

Before employing any trade or conducting any business we request current insurance copies to keep on file. If an event was to occur without these insurances we could be liable for monetary figures or worse.

It's important to take into consideration the environment and promote sustainability where possible. This project could take into consideration the energy efficiency, building fabrics and seals, lighting and heated water supply. These are a few easy things that the aged care facilities could inherit and evidently help the environment. Please see attached our environmental policy, which promotes protecting our environment and developing a ecologically sustainable future. Both the building act 1975 and the Environmental Protection act 1994 help write this policy.

It's important that any building and construction work abides by applicable by-laws for example the local government requirements and body corporate by-laws

I hope this is the kind of information you are after Gabrielle, please let me know if you need clarification.

Thanks,

Tess Dunning
Contract Administrator

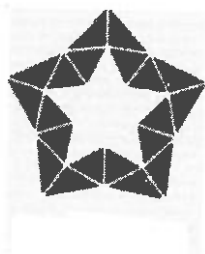
To: Gabrielle Veldink – jandgveldink@bigpond.com
Subject: Low Rise Commercial – Prince William Aged Care Facility
From: Tess Dunning- Epoca Constructions

Hi Gabrielle,

Here are some notes of the financial system at Epoca.

As an employer because we pay taxable wages that are above the threshold we need to ensure we are registered for payroll tax. The rate varies between states and we follow the applicable Act in Queensland, which is the Payroll Tax Act 1971 (Qld).

Please see attached a blank timesheet which site workers wages are calculated.



Environmental Policy

1. Statement

Our mission is to deliver quality contracting services efficiently and effectively in a safe and environmentally sound manner encouraging repeat business and sustained growth.

We recognise its responsibility for the protection of the environment in which it operates and aims to manage and minimise the environmental impacts associated with the activities under our control.

Our environmental systems and procedures are integrated within our Quality System so that environmental management, along with all our other business activities, is controlled at all stages.

Our systems and procedures comply with the requirements of ISO 14001: 2015.

2. Scope

This policy applies to all employees and contractors of
i.e.

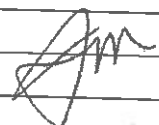
3. Senior Leadership Team Responsibility

The Senior Leadership Team has the ultimate responsibility for endorsing and enforcing the Environmental Management system. They will lead by example and constantly strive for environmental improvement and sustainability.

4. Policy

To achieve our mission and our aim, we shall:

- a) Comply with and where practical and reasonable, exceed the requirements of relevant legislation, policy and standards to continually improve our environmental performance;
- b) Work in partnership with our clients and our suppliers to enhance our environmental performance, while respecting cultural, social and economic values;
- c) Maintain a system whereby we regularly assess the potential environmental impact of our operations and the effectiveness of our environmental management system to ensure that adequate control measures are in place;
- d) Take reasonable practical steps to protect environmental and sustainability values and conserve scarce resources;
- e) Take into consideration the whole of life impact of our products and services;
- f) Reduce resource consumption, including energy use;
- g) Pursue opportunities for environmental improvement, waste reduction and recycling where appropriate;
- h) Ensure our employees, suppliers and contractors are aware of and able to respond to their environmental responsibilities;
- i) Act as good corporate citizens, respect community values and assist clients in achieving their environmental goals; and
- j) Set targets and conduct programs to ensure continuous improvement of our systems, procedures and performance.

Review Date	Revision Number	Endorsement
1 October 2019	4	

Employees are trained to enable them to fulfil their duties in a manner that ensures the protection of the environment we operate in.

Implementation of this policy

The Chief Operating Officer is responsible for this policy within The Chief Operating Officer or its authorised representative will communicate this policy and any subsequent updates or amendments to it, to the Senior Leadership Team within for implementation.

The Senior Leadership Team within have the primary responsibility to:

- a) Abide by, communicate, support, promote and enforce this policy to all employees within their control; and
- b) Ensure their managers and supervisors support and promote this policy through their day to day management of people and performance of their duties and services

Breach of this policy

Any breach of this policy by an employee is a disciplinary matter and may be investigated. In serious cases, the penalty for breach of policy, or repetition of an offence, may include termination of employment, including summary dismissal.

Policy review

This policy will be reviewed annually or a shorter period when necessary with the approval of the Chief Operating Officer or the Chief Executive Officer.



Week Ending:

Monday, 16 March 2020

Job Number:

Company Vehicle: No

Name:

Job Name:

Full Time / Casual:

Full Time

Classification: Wages

A = Afternoon N = Night

	Date	Shift	Start Time	Finish Time	Hours	ORD TIME	1.5 TIME	2 TIME	Meal	Site	Multi	Fares	Travel	KM'S	LAH
Tuesday	10				0.00	-	-	-	0	N	N	N	N		N
Wednesday	11				0.00	-	-	-	0	N	N	N	N		N
Thursday	12				0.00	-	-	-	0	N	N	N	N		N
Friday	13				0.00	-	-	-	0	N	N	N	N		N
Saturday	14				0.00	-	-	-	0	N	N	N	N		N
Sunday	15				0.00	-	-	-	0	N	N	N	N		N
Monday	16				0.00	-	-	-	0	N	N	N	N		N
Optional Day 1					0.00					N	N				N
Optional Day 2					0.00					N	N				N
Optional Day 3					0.00					N	N				N
Total Hours					0.00	0.00	0.00	0.00	0	0	0	0	0	0	\$0.00
Job Allowance Rates >															
Leave Reason			Date From	Date To	Hours		Leave Reason		Date From	Date To	Hours		Tool Allowance		\$0.00
Annual Leave						LWOP							WHSR Allowance		
Personal Leave						Public Holiday							First Aid Allowance		
RDO / Blue Star Leave						Unapproved Leave							Height Allowance		
Unprotected Industrial Action						OTHER (Please Specify in NOTES)							Nominee Allowance		

Notes:

Goods and services tax is a broad-based tax of 10% for goods and services sold in Australia, as we are reputable companies in the construction industry its important that we are registered for GST as per the A New Tax System Act 1999.

When working with other contractors on a project it's important to establish who is an employee and contractor. This affects the employer's obligations, not only for tax but other areas such as superannuation and insurances. Our contractors often work on their tasks given based on the terms within the contract they signed. If needed, they can subcontract some tasks to others to get the work done.

When it comes to our invoicing all supplier invoices are to be sent to reception@Epocaconstructions.com.au which are processed daily. All subcontractor progress claims will be emailed to the desired email from the client. We will ensure our claims are submitted at the end of each month as per BIFA and the claim will match the works carried out for the month with verifying documents.

Please find attached a past approved progress claim for reference. We hope that you will find this layout sufficient

I will see you next week to discuss the building contract obligations.

Thanks,

Tess Dunning
Contract Administrator

To: Gabrielle Veldink – jandgveldink@bigpond.com
Subject: Low Rise Commercial – Prince William Aged Care Facility
From: Tess Dunning- Epoca Constructions

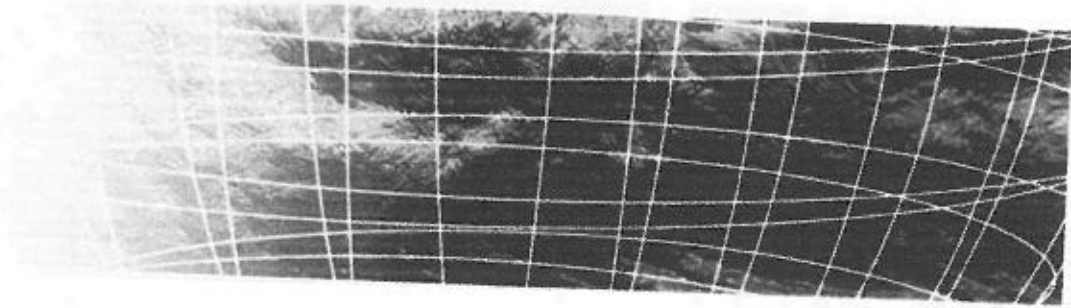
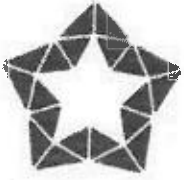
Hi Gabrielle and team,

Please see below the confidential meeting minutes from yesterdays meeting.

Please let me know if you have any disputes.

**CONFIDENTIAL
MEETING MINUTES
EPOCA CONSTRUCTIONS & DEVCORP**

Contract Topics	Actioned By	Action Date
CHOOSING THE CORRECT CONTRACT		
There are a number of different industry contracts on the market. As discussed contracts for both companies are usually created in-house. However as this project is a low rise commercial project we	ALL	NOTED



30th of September 2019

PO box
Victoria Point West QLD 4165

Attention

Project:

Subject: Progress Claim Number 1

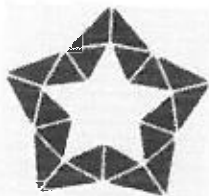
Find attached our Progress Claim number 001 for the period to the 30th of September 2019.

We request your return advice by form of payment schedule of acceptance as soon as possible.

Should you have any problem or require any further information regarding the above, please do not hesitate in contacting the undersigned.

Regards,

Project Supervisor



Payment Claim/Tax Invoice

Invoice To:

Payment Claim #: 107310

Date: 30/09/19

QLD 4165

Job Location:

Description	Job Ref	Excl GST Amount
Progress Claim #01 Sep 2019		
Original Contract Value	\$90,000.00	\$76,500.00
Less Previous Claims	\$0.00	
This Claim	\$76,500.00	
Balance	\$13,500.00	

Your Order #	ABN	Payment Terms: 30 Days	Contact
--------------	-----	------------------------	---------

Includes GST Amount of \$7,650.00
Amount of this Payment Claim \$84,150.00

The details of the construction work or related goods and services in respect of which this Payment Claim is made and the method of calculation of the total amount of the claim are set out in the above and or in the attachments to this payment claim. This Payment Claim is made under the Building and Construction Industry Payments Act 2004 or the New South Wales Building and Construction Security of Payments Act 1999. Whichever is applicable.
This Payment Claim may also act as a Tax Invoice if applicable.
This Payment Claim is payable by the respondent.

Signed

Payment Options

By Mail

Credit Card by Phone
Visa and mastercard accepted
1.5% surcharge applies
Please call 07

Direct Deposit
Bank: St George
BSB: 114-879
Account No:

Credit Card Payment

Type of card: Visa _____ Mastercard _____

Name on card: _____

Card No: _____

Expiry Date: ____/____/____

CCV (3 Digit number on back of card): _____ Signature of card Holder: _____

Reference: 107310

CLIENT:

PROJECT:

JOB NO:

ORIGINAL CONTRACT VALUE:

\$90,000

REVISED CONTRACT VALUE:

\$90,000

PAYMENT CLAIM FOR MONTH OF

Sep-18

30/09/19

NO.	AREA DESCRIPTION	AREA VALUE	% COM	% PREV	\$ PREV CLM'S	THIS INV	\$ THIS CLM	\$ TOTAL CLM'D	\$ AREA BALANCE
1	Preliminary	\$80,000.00	85%	0%	\$0	85%	\$76,500	\$76,500	\$13,500
2					\$0	0%	\$0	\$0	\$0
3					\$0	0%	\$0	\$0	\$0
4					\$0	0%	\$0	\$0	\$0
5					\$0	0%	\$0	\$0	\$0
6					\$0	0%	\$0	\$0	\$0
7					\$0	0%	\$0	\$0	\$0
8					\$0	0%	\$0	\$0	\$0
9					\$0	0%	\$0	\$0	\$0
10					\$0	0%	\$0	\$0	\$0
11					\$0	0%	\$0	\$0	\$0
12					\$0	0%	\$0	\$0	\$0
13					\$0	0%	\$0	\$0	\$0
14					\$0	0%	\$0	\$0	\$0
15					\$0	0%	\$0	\$0	\$0
16					\$0	0%	\$0	\$0	\$0
17					\$0	0%	\$0	\$0	\$0
18					\$0	0%	\$0	\$0	\$0
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20					\$0	0%	\$0	\$0	\$0
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26					\$0	0%	\$0	\$0	\$0
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38					\$0	0%	\$0	\$0	\$0
39					\$0	0%	\$0	\$0	\$0
40					\$0	0%	\$0	\$0	\$0
41					\$0	0%	\$0	\$0	\$0
42					\$0	0%	\$0	\$0	\$0
43					\$0	0%	\$0	\$0	\$0
44					\$0	0%	\$0	\$0	\$0
45					\$0	0%	\$0	\$0	\$0
46					\$0	0%	\$0	\$0	\$0
47					\$0	0%	\$0	\$0	\$0
48					\$0	0%	\$0	\$0	\$0
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50					\$0	0%	\$0	\$0	\$0
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55					\$0	0%	\$0	\$0	\$0
56					\$0	0%	\$0	\$0	\$0
57					\$0	0%	\$0	\$0	\$0
58					\$0	0%	\$0	\$0	\$0
59					\$0	0%	\$0	\$0	\$0
60					\$0	0%	\$0	\$0	\$0
TOTALS EXCLUDING GST		\$80,000.00	85%	0%	\$0.00	85%	\$76,500	\$76,500	\$13,500

This Payment Claim is made under the Building Industry Fairness (Security of Payment) Act or the Building and Construction Industry Security of Payment Act, whichever is applicable.

The construction work or related goods and services in respect of which this Payment Claim is made and the method of calculation of the total amount of the claim are set out in the Schedule to this Payment Claim.

CLIENT:
PROJEC:
JOB NO:

PAYMENT CLAIM FOR MONTH OF

SEP-19

VAR. NO.	AREA DESCRIPTION	AREA VALUE	% COM	% PREV	\$ PREV CLM'S	THIS INV	\$ THIS CLM	\$ TOTAL CLM'D	30/09/19 \$ AREA BALANCE
1	V0-001 Weekly Timecard				\$0.00	0%	\$0.00	\$0.00	\$0.00
2	V0-002 Acceleration of main wallboard design and construction				\$0.00	0%	\$0.00	\$0.00	\$0.00
3	#REF!				\$0.00	0%	\$0.00	\$0.00	\$0.00
4		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
5		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
6		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
7		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
8		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
9		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
10		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
11		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
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14		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
15		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
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40		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
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58		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
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60		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
61		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
62		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
63		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
64		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
65		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
66		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
67		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
68		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
69		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
70		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
71		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
72		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
73		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
74		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
75		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
TOTALS EXCLUDING GST		\$0.00	0%	0%	\$0.00	0%	\$0	\$0	\$0

This Payment Claim is made under the Building Industry Fairness (Security of Payment) Act or the Building and Construction Industry Security of Payment Act, whichever is applicable.

The construction work or related goods and services in respect of which this Payment Claim is made and the method of calculation of the total amount of the claim are set out in the Schedule to this Payment Claim.

CLIENT:

PAYMENT CLAIM FOR MONTH OF

SEP-19

PROJECT:

JOB NO.:

30/09/19

VAR. NO.	AREA DESCRIPTION	AREA VALUE	% COMP	% PREV	\$ PREV CLM'S	THIS INV	\$ THIS CLM	\$ TOTAL CLM'S	\$ AREA BALANCE
76		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
77		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
78		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
79		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
80		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
81		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
82		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
83		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
84		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
85		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
86		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
87		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
88		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
89		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
90		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
91		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
92		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
93		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
94		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
95		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
96		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
97		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
98		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
99		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
100		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
101		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
102		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
103		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
104		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
105		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
106		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
107		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
108		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
109		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
110		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
111		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
112		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
113		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
114		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
115		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
116		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
117		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
118		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
119		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
120		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
121		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
122		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
123		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
124		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
125		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
126		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
127		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
128		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
129		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
130		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
131		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
132		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
133		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
134		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
135		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
136		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
137		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
138		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
139		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
140		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
141		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
142		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
143		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
144		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
145		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
146		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
147		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
148		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
149		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
150		0			\$0.00	0%	\$0.00	\$0.00	\$0.00
TOTALS EXCLUDING GST		\$0.00	0%	0%	\$0.00	0%	\$0.00	\$0.00	\$0.00

This Payment Claim is made under the Building Industry Fairness (Security of Payment) Act or the Building and Construction Industry Security of Payment Act, whichever is applicable.

The construction work or related goods and services in respect of which this Payment Claim is made and the method of calculation of the total amount of the claim are set out in the Schedule to this Payment Claim.

CLIENT:

PAYMENT CLAIM FOR MONTH OF

SEP-19

PROJECT

JOB NO

INVOICING SUMMARY

30/09/19

DESCRIPTION	VALUE	% COM	% PREV	\$ PREV CLM'S	THIS INV	\$ THIS CLM	\$ TOTAL CLM'D	\$ AREA BALANCE
CONTRACT TOTALS	\$80,000.00	85%	0%	\$0.00	85%	\$76,500.00	\$76,500.00	\$13,500.00
VARIATIONS PAGE 1 TOTALS	\$0.00	0%	0%	\$0.00	0%	\$0.00	\$0.00	\$0.00
VARIATIONS PAGE 2 TOTALS	\$0.00	0%	0%	\$0.00	0%	\$0.00	\$0.00	\$0.00
TOTAL \$ EXCLUDING GST	\$80,000.00	85%	0%	\$0.00	85%	\$76,500.00	\$76,500.00	\$13,500.00

This Payment Claim is made under the Building Industry Fairness (Security of Payments) Act or the Building and Construction Industry Security of Payment Act, whichever is applicable.

The construction work or related goods and services in respect of which this Payment Claim is made and the method of calculation of the total amount of the claim are set out in the Schedule to this Payment Claim.



have decided to go with the Master Builders – Commercial Cost building contract		
MEETING CONTRACTUAL OBLIGATIONS		
The builder will carry out work as per the contract in a proper and workmanlike manner in accordance to the approved plans and specifications	ALL	NOTED
All materials supplied will be suitable for the purpose they are used for unless otherwise stated before use	ALL	NOTED
All works will be carried out in accordance and comply with all law, regulations and requirements	ALL	NOTED
All work will be completed with care and respect and in the timeframe given in accordance to the contract. If an extension is needed please ensure a 'time extension' form is completed	ALL	NOTED
The work conducted will be suitable for the occupation and the work and the materials used will be reasonably fit for the tasks	ALL	NOTED
If the party doesn't comply with these obligations as written in the contract, legal consequences may follow	ALL	NOTED
MEETING CONTRACTUAL CONDITIONS		
Ensure we are all aware of the different approvals that may be required before start construction. However, development approvals and building approval applications are already underway	ALL	NOTED
Progress claims – Ensure claims are submitted at the end of each month as per BIFA. The claim must match the works carried out for the month with verifying documents. Ensure you are meeting the requirements of the bank if money has been lent (there may be additional clauses in your bank contract). See attached a progress payment percentage	ALL	NOTED

Progress Payments	
1. Deposit	5% (Contract sum)
2. Base Stage	15%
3. Frame stage	20%
4. Enclosed stage	25%
5. Fixing stage	20%
6. Practical completion	Balance

Thanks,

Tess Veldink - Contract Administrator

Industrial relations obligations

To: Gabrielle Veldink – jandgveldink@bigpond.com

Subject: Low Rise Commercial – Prince William Aged Care Facility

From: Tess Dunning - Epoca Constructions

Hi Gabrielle,

Here is some information about Industrial relations obligations.

Industrial relations is the management of work-related obligations and entitlements between employers and their employees. On January 1 2010 the Queensland industrial relations moved from a state system to a national system, which means all of Australia must comply with the same relations through the Fair Work Act 2009.

It was beneficial for the entitlements to be under a national system as the Fair Work Commission helps resolve disputes with employers, employees and the union; and employer associations who are covered by the national workplace relation system. As Epoca Constructions is covered under that last category - it's great to have that security in this industry. The Fair Work Commission also has the power to deal with issues such as minimum wages, awards and agreements and industrial action.

We hope by working with you on this project we wouldn't have any issues, however it's good to know that the Fair Work Commission are there for support.

Thanks
Tess Veldink
Contracts Administrator

To: Tess Dunning – tess@epocaconstructions.com.au
Subject: Low Rise Commercial – Prince William Aged Care Facility
From: Gabrielle Veldink – Devcorp development

Hi Tess,

Thanks for that information, we will ensure our other contractors are aware of what the Fair Work Commission does and how they can help in this industry.

Did you have any information on your subcontractors for this project?

Thanks
Gabrielle Veldink
Contract Administrator

To: Gabrielle Veldink – jandgveldink@bigpond.com
Subject: Low Rise Commercial – Prince William Aged Care Facility
From: Tess Dunning - Epoca Constructions

Gabrielle,

We have just started to reach out to a number of suitable subcontractors for this project. We have meetings set up next week to discuss their capabilities, pricing and labour we will also ensure that their company's policies comply with our company's policies and obligations for the project. When the subcontractors have been chosen, we will submit an

agreement (which is still getting written up) for them to sign to ensure they comply with our standards.

Thanks,

Tess Veldink
Contracts Administrator

To: Tess Dunning – tess@epocaconstructions.com.au
Subject: Low Rise Commercial – Prince William Aged Care Facility
From: Gabrielle Veldink – Devcorp development

Hi Tess,

The standard Epoca agreement for subcontractors is a great idea and will help over both parties.

What relevant awards/enterprise agreements apply to Epoca's contracts for employees?

Thanks,

Gabrielle Veldink
Contract Administrator

To: Gabrielle Veldink – jandgveldink@bigpond.com
Subject: Low Rise Commercial – Prince William Aged Care Facility
From: Tess Dunning - Epoca Constructions

Hi Gabrielle,

We have a number of different staff working at Epoca from salary office staff, salary on site staff, tradesmen and apprentices.

All salary staff are covered under modern awards, which are based on minimum employment standards and employee rights.

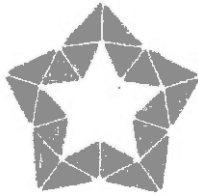
Our tradesmen and apprentices are covered by an enterprise agreement, which has been written by ourselves and approved by the union, our employees and our legal and operations team. Once approved it was then certified by the Fair Work Commission.

See attached an example of employee contract that complies with our workplace agreements.

Please let me know if you have any questions.

Thanks,

Tess Dunning
Contract Administrator



PRIVATE AND CONFIDENTIAL

Dear

Letter of Offer and Employment Agreement

On behalf of _____, I am pleased to offer you employment with us.

To ensure that you understand your rights, obligations and benefits of employment, we have attached an Employment Agreement. This document outlines the terms and conditions of your employment with us.

The Fair Work Information Statement you are required to receive is included in your employment pack which will be provided to you by email, along with other important documents for you to review and complete (where appropriate) prior to your induction which is scheduled for **8.30 am Monday 27 March 2017**.

For your convenience, a summary of the key terms and conditions of your employment are as follows:

Your position is:	Receptionist on a full-time basis
Your Total Remuneration is:	\$ _____ (incl. superannuation)
Start Date:	27 March 2017
You will report to:	Team Leader – Administration
Workplace:	Head office - 360 Lytton Road, Morningside Qld 4170 or as directed by Blue Star

Please confirm your employment terms and conditions by signing, dating and returning one copy of the attached Employment Agreement, the Position Description and the Deed of Confidentiality and Restraint.

Yours sincerely


Financial Controller



L

DEED OF CONFIDENTIALITY AND RESTRAINT

THIS DEED made on 2017
BETWEEN: _____ ("the Company")
AND: _____ ("the Employee").
WHEREAS:

- A. The Employee is or will be employed by
- B. In the course of employment, the Employee has had or will have access to certain information and documents which the Company considers confidential and to customer and commercial connections which the Company considers valuable.
- C. As a term and condition of employment with the Company the Employee has agreed to enter into this Deed.
- D. All references made to "the Company" or "business" shall mean

INTERPRETATION

In interpreting this Deed, the following terms have the following meanings assigned to them.

"Company"

"Business" means the business conducted

"Confidential Information" means all the information, whether original or copy in electronic or material form including documentary technical information, know how, ideas, concepts, technology, processes, industrial knowledge, statements, formulae, trade secrets, drawings and data concerning the business operations, Intellectual Property, Inventions, finance, customers, markets, suppliers and transactions of the Company but does not include information which:

- a) is in or comes into the public domain otherwise than through a breach of an obligation of confidentiality by the person to whom it is disclosed; or
- b) was already in the possession of the person to whom it is disclosed before the commencement of that person's employment with the Company.

"Document" includes any material on which there is writing or marks, symbols, or perforations, or other indicia having meaning for persons qualified to interpret them, and also any article or material from which sound, images, writing or text is capable of being reproduced, with or without the aid of any article or device.

"Intellectual Property" means all present and future copyright, registered and unregistered trademark, patent, design or circuit layout rights and other intellectual or industrial property rights arising from statute, under common law or in equity affecting, relating to or capable of being used or adopted for use in the Business or in the provision of the services to the Business.

"Inventions" means a discovery, invention, secret process or improvement in procedure of a kind affecting, relating to or capable of being used or adapted for use in the Business or in the provision of the services to the Business.

"Termination" means the date on which the Employee ceases employment with the Company for whatever reason.

THIS DEED WITNESSES

1. Confidential Information

- 1.1. The Employee agrees not to undertake other work during their employment with the Company, without notifying the Company in writing of the type of work and company information and the Company must provide written approval to the Employee prior to the Employee undertaking other work during their employment with the Company.
- 1.2. The Employee acknowledges that Confidential Information shall at all times remain the property of the Company and at no time shall the Employee acquire any proprietary rights in respect of such property.
- 1.3. The Employee acknowledges and agrees that all Confidential Information, Intellectual Property and Inventions conceived of, or developed by the Employee in the course or, as a result of, the Employee's employment with the Company, are the property of the Company.
- 1.4. The Employee agrees to use any and all Confidential Information disclosed to him or her, exclusively for the purpose of the undertaking or task for which they were employed by the Company.
- 1.5. The Employee agrees not to use or rely upon Confidential Information for the Employee's own benefit, or the benefit of any person other than the Company.
- 1.6. The Employee shall not disclose, release or provide Confidential Information to any other person, except for the purposes of carrying on employment with the Company, without the express written authority of a duly authorised representative of the Company. It will be a condition of any authorisation for release of Confidential Information to another person that any such person shall be required to enter into a separate deed of confidentiality and restraint with the Company, in similar terms to this Deed.
- 1.7. The Employee shall take all practicable steps to prevent any unauthorised disclosure or release of the Confidential Information by any other person, including but not limited to:
 - 1.7.1. notifying the Company in writing of any breach detailing the Confidential Information thought to be disclosed or released and the person thought to be responsible; and
 - 1.7.2. providing the Company with any documents related to the unauthorised disclosure or release of information.
- 1.8. Upon Termination, the Employee shall:-
 - 1.8.1. Immediately deliver up to the Company all Documents (whether in hard copy or electronic copy) containing any information in the custody or possession of the Employee and

acquired by the Employee in the course of their employment with the Company or any of its associated entities; and

- 1.8.2. thereafter destroy, delete and/or dispose of any copy of all Documents (whether in hard copy or electronic copy) containing any information in the custody or possession of the Employee and acquired by the Employee in the course of their employment with the Company or any of its associated entities.

2. Inventions and Intellectual Property

- 2.1. The Employee agrees to immediately disclose to the Company Inventions or Intellectual Property made or discovered by the Employee during the term of his or her employment which are connected with or affect, relate to or are capable of being used or adapted for use in or in connection with the Business or services to the Business.

- 2.2. The Employee acknowledges that:

2.2.1. the Inventions and Intellectual Property referred to in clause 2.1 are the absolute property of the Company or a person nominated by it for that purpose;

2.2.2. the Employee must assign absolutely all rights in those Inventions and Intellectual Property to the Company or its nominee.

- 2.3. At the expense of the Company, the Employee must do any act or thing which the Company may reasonably require, either during the term of this Deed or after its termination, to protect the Company or its nominee's rights in those Inventions and Intellectual Property, throughout the world.

3. Restraints

The Employee agrees that he or she will not at any time during his or her employment or for a period of twelve (12) months after it ceases, either alone, jointly with or as an agent of any person, company or firm, whether directly or indirectly, solicit, or endeavour to entice away from the Company or any of its associated entities:

- 3.1. The custom of any person, company or firm which was at the end of the Employee's employment or at any time during the period of twelve (12) months immediately preceding that date a client of, engaged in discussions with the Company to become a client of, or in the habit of doing business with the Company with whom the Employee had any dealings with; or

- 3.2. The employment of or engagement with the Company of any employee or sub-contractor of the Company.

4. General

- 4.1. This Deed is governed by and interpreted in accordance with the laws of the State in which the employee is employed and both parties submit to the non-exclusive jurisdiction of the courts of that State.

- 4.2. The provisions of this Deed shall remain in force indefinitely until such time as the Company specifically releases the Employee in writing from any such obligations or to the extent that any information is no longer confidential. All Confidential Information shall remain confidential until the earlier of:-

- 4.2.1. the time it becomes known to the Employee through an authorised disclosure to the Employee by a third party; or

- 4.2.2. the time it becomes available in the public domain other than through an act, breach, neglect or default of the Employee.
- 4.3. All rights and remedies conferred upon a party by this Deed shall be cumulative, and in addition to every other right and remedy available to that party at law or in equity.
- 4.4. Failure or omission by the Company, at any time, to enforce, or require strict or timely compliance with any provision of this Deed shall not affect or impair that provision in any way, or the rights of the Company to avail itself of the remedies it may have in respect of any breach of any such provision.
- 4.5. The Company and the Employee considers the obligations and undertakings contained in this Deed to be reasonable in all the circumstances.
- 4.6. If any clause of this Deed is found to be invalid or unenforceable, then any such clause shall be able to be read down to the extent that it is not invalid or unenforceable. The validity and enforceability of each clause of this Deed shall be considered separately, and each clause and sub-clause is severable from every other clause and sub-clause of this Deed.
- 4.7. Any variation of this Deed shall be in writing and signed by the parties.
- 4.8. The Deed may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

Executed as a Deed

SIGNED FOR AND ON BEHALF OF THE
COMPANY in the presence of:

.....
Signature of Manager

.....
Name of Manager

T. Veldink

Signature of Employee

Tess Veldink

Name of Employee

SIGNED SEALED AND DELIVERED by:

.....
Witness/date

.....
Name (printed)

To: Gabrielle Veldink – jandgveldink@bigpond.com
Subject: Low Rise Commercial – Prince William Aged Care Facility
From: Tess Dunning - Epoca Constructions

Hi Gabrielle,

As per our conversation on the phone today please find attached our company policies that relate to discrimination & harassment

At Epoca when we employ new staff they are to read all of our company policies and complete a questionnaire, this is then filed in their employee folder with Payroll. These policies are reviewed annual by Operations with the appropriate changes made. If there are changes/ additions to the policy employees are to review the changes. All company policies are reviewed annual with a questionnaire filled out are a reminder.

This procedure ensure that Epoca is consistent with workplace standard regarding anti-discrimination and workplace harassment – These Epoca procedures have been adopted by a number of Australian federal law legislations – Age Discrimination act, Disability Discrimination Act, Racial Discrimination Act and Sex Discrimination Act.

Thanks,

Tess Dunning
Contact Administrator

To: Tess Dunning – tess@epocaconstructions.com.au
Subject: Low Rise Commercial – Prince William Aged Care Facility
From: Gabrielle Veldink – Devcorp development

Hi Tess,

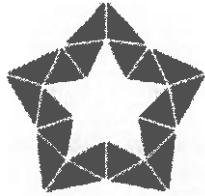
Can you please forward us a copy of your apprentice policy if you have one? At Devcorp there is a procedure in place for different types of trainees. We believe Epoca should have a procedure in place if apprentices are going to be working on our site at the Prince William Aged Care Facility.

Thanks,

Gabrielle Veldink
Contract Administrator

To: Gabrielle Veldink – jandgveldink@bigpond.com
Subject: Low Rise Commercial – Prince William Aged Care Facility
From: Tess Dunning - Epoca Constructions

Hi Gabrielle,



Discrimination and Sexual Harassment Prevention Policy

1. Introduction

are committed to ensuring that the work environment is free from discrimination and sexual harassment. Discrimination and sexual harassment will not be tolerated under any circumstances and swift disciplinary action will be taken against an employee who breaches this policy.

2. Scope

Who does this policy apply to?

This policy applies to all employees of , including:

- full time, part time, casual, permanent or temporary employees;
- contract or commission workers; and
- apprentices, volunteers, vocational and work experience placements.

is committed to providing a safe, flexible and respectful environment for employees and clients free from all forms of discrimination and sexual harassment.

When does the policy apply?

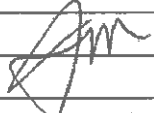
This policy applies to:

- how provides services to clients and how it interacts with other members of the public;
- all aspects of employment, recruitment and selection; conditions and benefits; training and promotion; task allocation; shifts; hours; leave arrangements; workload; equipment and transport;
- on-site, off-site or after hours' work; work-related social functions; conferences – wherever and whenever employees may be as a result of their duties; and
- employee treatment of other employees, of clients, and of other members of the public encountered in the course of their duties.

3. Employee rights and responsibilities

All employees are entitled to:

- recruitment and selection decisions based on merit and not affected by irrelevant personal characteristics;
- work free from discrimination and sexual harassment;
- the right to raise issues or to make an enquiry or complaint in a reasonable and respectful manner without being victimised; and
- reasonable flexibility in working arrangements, especially where needed to accommodate their family responsibilities, disability, religious beliefs or culture.

Review Date	Revision Number	Endorsement
1 October 2019	5	

All employees must:

- follow the standards of behaviour outlined in this policy;
- offer support to people who experience discrimination or sexual harassment, including providing information about how to make a complaint;
- avoid gossip and respect the confidentiality of complaint resolution procedures; and
- treat everyone with dignity, courtesy and respect.

3.1 Additional responsibilities of managers and supervisors

Managers and supervisors must also:

- model appropriate standards of behaviour;
- take steps to educate and make employees aware of their obligations under this policy and the law;
- intervene quickly and appropriately when they become aware of inappropriate behaviour;
- act fairly to resolve issues and enforce workplace behavioural standards, making sure relevant parties are heard;
- help employees resolve complaints informally;
- refer formal complaints about breaches of this policy to the appropriate complaint handling officer for investigation;
- ensure employees who raise an issue or make a complaint are not victimised;
- ensure that recruitment decisions are based on merit and that no discriminatory requests for information are made; and
- seriously consider requests for flexible work arrangements.

4. Unacceptable workplace conduct

Discrimination, sexual harassment and vilification are unacceptable at _____ and are unlawful under the following legislation (the **Acts**):

- | | |
|---|---|
| • <i>Anti-Discrimination Act 1991 (Qld)</i> | • <i>Disability Discrimination Act 1992 (Cth)</i> |
| • <i>Age Discrimination Act 2004 (Cth)</i> | • <i>Racial Discrimination Act 1975 (Cth)</i> |
| • <i>Australian Human Rights Commission Act 1986 (Cth) ("AHRC Act")</i> | • <i>Sex Discrimination Act 1984 (Cth)</i> |
| • <i>Fair Work Act 2009 (Cth)</i> | |

Employees (including managers) found to have engaged in such conduct may be counselled, warned or disciplined. Severe or repeated breaches can lead to formal discipline up to and including dismissal.

4.1 Discrimination

Discrimination is treating, or proposing to treat, someone unfavourably because of a personal characteristic protected by the law, such as sex, age, race or disability.

Discrimination can occur:

- **Directly**, when a person or group is treated less favourably than another person or group in a similar situation because of a personal characteristic protected by law (see list below). For example:
 - making offensive 'jokes' about another worker's racial or ethnic background, sex, sexuality, age or impairment; or
 - a worker is refused promotion because they are 'too old'.
- **Indirectly**, when an unreasonable requirement, condition or practice is imposed that has, or is likely to have, the effect of disadvantaging people with a personal characteristic protected by law (see list below). For example:

- redundancy is decided based on people who have had a worker's compensation claim rather than on merit; or
- requiring everyone to be available for all shifts might be unfair to a person with responsibilities to care for children or an elderly parent.

Protected personal characteristics under Federal and State discrimination law include:

- race, including colour, descent or ancestry, nationality, national or ethnic origin
- age, whether young or older
- parental status, family responsibilities or status as a carer, including responsibility for caring for children or other family members
- sex or gender identity
- marital status
- political belief or activity
- lawful sexual activity as a sex worker
- relationship status (including being married, single, divorced, separated, de facto or in a same sex relationship)
- a disability, impairment, disease or injury, including a work-related injury
- religious belief or activity
- sexuality
- pregnancy and breastfeeding
- industrial activity
- association with someone else who is identified because of one of the above attributes

It is also unlawful to seek unnecessary information on which discrimination might be based, or it is also against the law to treat someone unfavourably because you assume they have a personal characteristic or may have it at some time in the future.

The AHRC Act also prohibits discrimination on the basis of criminal record, medical record and/or social origin.

4.2 Sexual Harassment

Sexual harassment is a specific and serious form of harassment. It is unwelcome sexual behaviour, which could be expected to make a person feel offended, humiliated or intimidated.

Sexual harassment can be physical, spoken or written. It can include:

- comments about a person's private life or the way they look
- brushing up against someone, touching, fondling or hugging
- repeated unwanted requests to go out
- requests for sex
- insults or taunts of a sexual nature
- sending sexually explicit emails or text messages
- accessing sexually explicit internet sites
- sexually suggestive behaviour, such as leering or staring
- displaying offensive screen savers, photos, calendars or objects
- sexually suggestive comments or jokes
- sexually explicit posts on social networking sites
- intrusive questions or statements about a person's private life (or sex life)
- inappropriate advances on social networking sites
- behaviour that may also be considered to be an offence under criminal law, such as physical assault, indecent exposure, sexual assault, stalking or obscene communications

Just because someone does not object to inappropriate behaviour in the workplace at the time, it does not mean that they are consenting to the behaviour.

Sexual harassment is covered in the workplace when it happens at work, at work-related events, between people sharing the same workplace, or between colleagues outside of work. All employees and volunteers have the same rights and responsibilities in relation to sexual harassment.

Sexual harassment does not have to be repeated or continuous. A single incident is enough to constitute sexual harassment.

All incidents of sexual harassment – no matter how large or small or who is involved – require employers and managers to respond quickly and appropriately.

recognises that comments and behaviour that do not offend one person can offend another. Many people find it difficult to speak up. All employees are responsible for their own behaviour. If you think the behaviour may offend, then don't do it. This policy requires all employees and volunteers to respect other people's limits.

4.3 Victimisation

Victimisation is subjecting or threatening to subject someone to a detriment because they have asserted their rights under equal opportunity law, made a complaint, helped someone else make a complaint, or refused to do something because it would be discrimination, sexual harassment or victimisation. Victimisation is against the law.

It is also victimisation to threaten someone (such as a witness) who may be involved in investigating an equal opportunity concern or complaint.

Victimisation is a very serious breach of this policy and is likely (depending on the severity and circumstances) to result in formal discipline against the perpetrator.

as a zero-tolerance approach to victimisation.

4.4 Gossip

It is unacceptable for employees at to talk with other employees, clients or suppliers about any complaint of discrimination or sexual harassment.

Breaching the confidentiality of a formal complaint investigation or inappropriately disclosing personal information obtained in a professional role (for example, as a manager) is a serious breach of this policy and may lead to formal discipline.

5. Vicarious liability

Under the Acts the person who discriminates against, victimises, sexually harasses, vilifies or asks for unnecessary information can be liable for the illegal behaviour, as well as their employer, unless can show we have taken reasonable steps to prevent it.

provides all employee with information about discrimination and sexual harassment at induction and Managers must ensure that all employees are treated fairly and are not subject to any of the behaviours mentioned in this policy.

They must also ensure that people who make complaints, or who are witnesses, are not victimised in any way.

6. Resolving issues at

strongly encourages any employee who believes they have been discriminated against, sexually harassed or victimised to take appropriate action by taking one or more of the steps set out below.

is committed to providing an environment which is safe for all employee. You will not be disadvantaged in your employment conditions or opportunities as a result of lodging a complaint.

6.1 Support and counselling

is able to provide confidential assistance to employees in the form of wellbeing support and professional counselling and encourages employees to seek help.

Please see Employee Assistance Program Policy or contact for further information. s on

6.2 Get more information before deciding what to do

Employee who do not feel safe or confident to take any of the actions set out further below may seek assistance from Chief Operating Officer or Operations Manager for advice and support or action their behalf:

Name:
Position: Chief Operating Officer
Location: Brisbane Head Office
Contact details (telephone, email):

Name:
Position: Operations Manager
Location: Brisbane Head Office
Contact details (telephone, email):

You can also contact:

- your relevant trade union for advice.
- the Anti-Discrimination Commission Queensland on 1300 130 670 or through their website (<https://www.adcq.qld.gov.au/>) for information about your rights and responsibilities.
- the Australian Human Rights Commission on 1300 656 419 or through their website (<https://www.humanrights.gov.au/>) for more information about your rights and responsibilities.

6.3 Self help

If you feel confident and want to deal with the situation yourself, you can use self-help techniques. However, it is not necessary that you try to resolve the complaint this way.

This option involves approaching the person responsible for the discriminatory or sexually harassing behaviour yourself. You should tell the person what you are unhappy about, why you are unhappy about it, and what you would like to happen. Taking a person with you for support may be helpful.

6.4 Make an internal complaint

has an obligation to treat all complaints of discrimination, victimisation, sexual harassment, vilification or seeking unnecessary information seriously. All complaints will be handled confidentially and impartially, investigated promptly and recommendations implemented.

The starting point to resolving a complaint is to talk with someone. This can be your manager (or another manager if more appropriate). Tell them what your concerns are, explain what has happened and how it has affected you.

The manager may take immediate action (e.g. removing offensive material or posters) or, the manager may provide a range of options. One approach is to focus on the resolution of the issue, without deciding fault. The manager may speak to the person you are making a complaint about to see if the situation can be resolved simply in accordance with Employee Grievance and Complaints Resolution Procedure.

However, some matters are not resolved so easily, especially if the person being complained about denies or disputes the allegations, or the issues are complex.

Your manager (or another manager if appropriate) will handle your complaint in accordance with Employee Grievance and Complaints Resolution Procedure and if appropriate, its Disciplinary Procedure. This involves conducting an investigation, collecting evidence and/or witness statements, and making findings and recommendations which will be implemented by

The following managers are available to discuss these options:

Name:
Position: Chief Operating Officer
Location: Brisbane Head Office
Contact details (telephone, email):

Name:
Position: Operations Manager
Location: Brisbane Head Office
Contact details (telephone, email):

6.5 Make an external complaint

You can make an external complaint to:

- the Anti-Discrimination Commission Queensland (ADCQ). ADCQ has offices in Brisbane, Rockhampton, Townsville, and Cairns and contact details are phone 1300 130 670 (state wide).
 - They will send you a complaint form and explain the process to resolve your complaint. The ADCQ complaint resolution service is free. The Commission's website www.adcq.qld.gov.au has more information including the complaint form.
 - NOTE: A complaint to the Anti-Discrimination Commission must generally be made within one (1) year of the incident, unless good reasons for any delay can be shown.
- the Australian Human Rights Commission in Sydney on 1300 656 419 to make a complaint under federal anti-discrimination legislation.
 - The Australian Human Rights Commission will follow a similar process to the ADCQ.
- the Fair Work Commission (FWC) to make a complaint under the FW Act. The Fair Work Commission has registries in each State. The FWC's general contact details are phone 1300 799 675.

7. Consequences of breach of the policy

Employees who make a complaint of discrimination or sexual harassment will not suffer any victimisation by for making the complaint. This also applies to employees who agree to be a witness in a complaint or have a complaint made against them.

Disciplinary action will be taken by against any employee found to have breached this policy.

Action will be appropriate to the breach and may include: an official warning and note on the person's personnel file; a formal apology; counselling; demotion, transfer, suspension; or dismissal for very serious matters.

8. Other relevant policies

Employees, especially managers and supervisors, are encouraged to read this policy in conjunction with other relevant policies, including (but not limited to):

- Employee Grievance and Complaints Resolution Policy;
- Equal Opportunity & Diversity Policy;
- Workplace Bullying and Harassment Prevention Policy;
- Fitness of Work Policy;
- Employee Assistance Program Policy; and
- Code of Conduct Policy.

9. Implementation of this policy

The Chief Operating Officer is responsible for this policy withir The Chief Operating Officer or its authorised representative will communicate this policy and any subsequent updates or amendments to it, to the Senior Leadership Team within for implementation.

The Senior Leadership Team within have the primary responsibility to:

- a) Abide by, communicate, support, promote and enforce this policy to all employees within their control; and
- b) Ensure their managers and supervisors support and promote this policy through their day to day management of people and performance of their duties and services.

10. Policy review

This policy will be reviewed annually or a shorter period when necessary with the approval of the Chief Operating Officer or the Chief Executive Officer.

As you might already be aware apprentices/trainees are entitled to the same employment conditions as those of a fixed employment, this rule is under the Industrial Relations Act 2016. Please see attached the Apprentice policy and Training contract by Epoca Constructions

All material that has been referenced to on the above emails have been made easy access for all employees. This is to ensure transparency and a solid relationship between all parties. All employees have access to company policies, different acts and are emailed a copies of sensitive information such as wages, superannuation etc.

Please let me know if you have any questions.

Thanks,

Tess Dunning
Contract Administrator

Dispute resolution processes

To: Gabrielle Veldink – jandgveldink@bigpond.com

Subject: Low Rise Commercial – Prince William Aged Care Facility

From: Tess Dunning - Epoca Constructions

When it comes to disputes between different suppliers, trades, builders etc we at Epoca Constructions like to resolve the issues as quickly and neatly as possible. In construction disputes can arise from a range of things from delays of goods, incomplete documentation, poor communication, unsatisfactory of work, lack of knowledge in building practise.

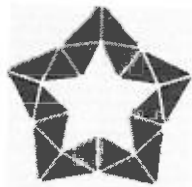
A tip that Epoca like to do when we start a new project is start a 'Construction Diary'. We record key events, dates, meetings, construction notes, and photo. This dairy can become handy if a dispute was to arise. We also have tips on how to avoid complaints and how to deal with them.

Tips to avoid complaints

1. Record all complaints
2. Act promptly
3. Do what you say you're going to do
4. Do not make unrealistic promises

Tips to deal with complaints

1. Deal with the complaint immediately
2. Stay calm
3. Identify the problem
4. Decide what can be done
5. Arrange a second opinion to confirm your view
6. Keep records
7. Fix the problem



Apprentice Policy

1. Scope

This policy applies to all apprentices and trainees employed directly by either
A

2. Purpose

acknowledges that apprentices and trainees are the future of our industry and commits to the training of apprentices and trainees through direct employment opportunities (subject to its operational requirements) and/or through the hosting of apprentices or trainees via recognised group training organisations (i.e. group training etc.).

aims to: -

- Create additional employment and training opportunities for apprentices and trainees within
- Improve the skills base of our apprentices and trainees within the building and construction industry; and
- Provide employment, training and business supply opportunities for Aboriginal and Torres Strait Islanders peoples.

• commits to supporting the delivery of nationally endorsed building and construction competencies as applicable to the industry ; operates within and complying with the Queensland Government's Building and Construction Training Policy, when applicable.

3. Employer obligations

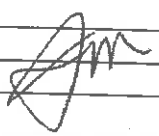
recognises that it has certain responsibilities and obligations as an employer of an apprentice or trainee and commits to fulfilling these as part of the relevant training contract. These responsibilities and obligations are set out fully on the Department of Employment, Small Business and Training website, however the following summarises some of those obligations: -

must:

- Deliver training as negotiated in the training plan;
- Provide, or arrange to provide, the facilities and range of work as specified in the training plan, ensuring the apprentice or trainee is adequately supervised by a qualified person;
- Pay the wages and provide the entitlements specified in the relevant industrial relations instrument;
- Release the apprentice or trainee from work and pay the appropriate wages to attend any off-the-job training, including assessment as provided for in the training plan; and
- Discharge all lawful obligations of an employer, including those relating to workplace health and safety.

4. Apprentice obligations

Similarly to the employer, apprentices and trainees have certain responsibilities and obligations which they must fulfil. Once again, these are set out on the Department of Employment, Small Business and Training website which includes, but is not limited to, the following :-

Review Date	Revision No	Endorsement
1 October 2019	4	

The apprentice must:

- Attend work, do the job and follow the lawful instructions;
- Work towards achieving the qualification or statement of attainment stated in the training contract;
- Obey all workplace health and safety (including dress and equipment) and code of conduct workplace rules;
- Undertake the training and assessment required under the training plan;
- Pay student contribution fees to their training organisation where required; and
- Keep the training record and produce it to the relevant training organisation and/or the Department of Employment, Small Business and Training when requested.

5. Implementation of this policy

The Chief Operating Officer is responsible for this policy within . The Chief Operating Officer or its authorised representative will communicate this policy and any subsequent updates or amendments to it, to the Senior Leadership Team within for implementation.

The Senior Leadership Team within have the primary responsibility to:

- a) Abide by, communicate, support, promote and enforce this policy to all employees within their control; and
- b) Ensure their managers and supervisors support and promote this policy through their day to day management of people and performance of their duties and services.

6. Breach of this policy

A breach of this policy by an employee is a disciplinary matter and may be investigated. In serious cases, the penalty for breach of a policy, or repetition of an offence, may include dismissal with or without notice.

7. Policy review

This policy will be reviewed annually or a shorter period when necessary with the approval of the Chief Operating Officer or the Chief Executive Officer.

Parent or Guardian Details

If under 18 years of age, go to **Question 26**
If 18 years of age or over, go to **Question 28**

26 Surname (family name)

veklink

Given names (in full)

Jeffrey Lee

27 Address

7000 place

Redland Bay

State

Postcode

QLD

4165

Home phone number

Work phone number

Mobile phone number

2306 7102

0411 511 251

Employer Details

28 Legal name of employer (Refer to Information to Help Complete the Training Contract)

DAILY PLANNING SERVICES
PTY LTD

29 Australian Business Number (ABN) of your legal entity

71742154250

30 Trading name

DAILY PLANNING SERVICES

31 Postal address

10 Box 257

State

Postcode

QLD

4119

32 Telephone number

Business

Fax

Mobile

Email

33 What is the industry or principal activity of the business?

Planning & Design

34 Type of employer

Private Sector

Local Government

Government Business Enterprise

State Government

Group Training Organisation

Federal Government

Employment and Training Details

(For apprentices/trainees employed through Group Training Organisations in NSW, Tasmania, WA, NT and ACT, provide the name and address of the first host employer.)

35 Name of workplace where apprentice/trainee will be employed

Address of workplace where apprentice/trainee will be employed

State

Postcode

36 Workplace details

Total number of people
employed by the firm

Total number of apprentices/
trainees in this workplace

Number of workers able to demonstrate the relevant competencies
available to supervise or train the apprentice/trainee in this workplace

37 Name of contact person for this workplace

Telephone number

Fax

Email

38 Type of employment arrangement

Federal Award

Australian Workplace Agreement

Certified Agreement

State Workplace Agreement

State Award

Other

Name of Agreement/Award

39 Please indicate the number of hours of employment and training per week and whether this Apprenticeship/Traineeship is full-time or part-time

Number of hours work
and training per week

Full-time

Part-time

40 Prior to commencing THIS Apprenticeship/Traineeship, has the apprentice/
trainee worked for, or been hosted by/to, the employer/host employer?

No

Yes

(To be completed with the assistance of your
Australian Apprenticeships Centre)

Period of previous full-time
employment/hosting from

Day Month Year

Day Month Year

Period of previous part-time
employment/hosting from

Day Month Year

Day Month Year

Part-time: Number of
hours per week

Period of previous casual
employment/hosting from

Day Month Year

Day Month Year

Casual: Number of
hours per week

41 Is the apprentice/trainee in a business relationship with this employer?

(Examples include partnership, director or franchise arrangement - family trusts
excluded.) (Refer to Information to Help Complete the Training Contract)

No

Yes

Type of business relationship

42 Has the employer previously received Australian Government incentives for this
apprentice/trainee and/or has the employer received or applied to receive any
other government assistance for this apprentice/trainee?

No

Yes

Please provide details below

Registered Training Organisation Details

Name of Registered Training Organisation (RTO)

Telephone number

Contact Officer

Australian Apprenticeships Centre Details

Name of Australian Apprenticeships Centre

Telephone number

Contact Officer

Apprenticeship/Traineeship Details

- 1 Title and level of qualification
CNC in Plumbing
- 2 National Qualification Code
CR32413
- 3 Commencement date of Apprenticeship/Traineeship
12/1/13
- 4 Nominal term of the Training Contract (For NT this is the expected duration) (months)
48
- 5 The period of probation for this Apprenticeship/Traineeship (months) is defined by State/Territory legislation, regulation or relevant industrial award/agreement
3
- 6 Type of Apprenticeship/Traineeship (NSW only)
Apprenticeship Traineeship Trainee Apprenticeship
- 7 Is the apprentice/trainee an existing worker?
No Yes (Refer to Information to Help Complete the Training Contract)

Apprentice/Trainee Personal Details

- 8 Surname (family name)
Vehlink
- Given names (in full)
Dion Lee
- 9 Address (residential)
1/133-135
Rindland Way QLD 4165
- Address (postal)
State Postcode
- 10 Telephone number/s Home Mobile
06 7102 1043 03 716
- Email
divehlink@gmail.com
- 11 Date of birth
Day Month Year
28 5 1977
- 12 Sex Male Female
- 13 Citizenship (Tick applicable box)
Australian citizen or permanent resident
A New Zealand passport holder who has been resident in Australia for 6 months or more (Refer to Information to Help Complete the Training Contract)
Other — Visa document number
- 14* Are you of Aboriginal or Torres Strait Islander origin?
For persons of both Aboriginal AND Torres Strait Islander origin mark both 'Yes' boxes
No Yes, Aboriginal Yes, Torres Strait Islander
- 15* In which country were you born?
Australia Other (Please specify)
- 16* Do you speak a language other than English at home?
If more than one language, indicate the one that is spoken most often.
English only Other (Please specify)
- 17* Do you consider yourself to have a disability, impairment or long-term condition?
No Yes (If you answered YES, you may qualify for additional assistance)

Apprentice/Trainee Education and Training Details

- 18 Are you still attending secondary school?
No Yes What Year level are you currently in at school? (e.g. Year 11)
Name of Secondary School
- 19 Is this an approved Australian School-based Apprenticeship?
No Yes (Refer to Information to Help Complete the Training Contract)
- 20 What is your highest COMPLETED school level?
Year 12 or equivalent Year 11 or equivalent
Year 10 or equivalent Year 9 or equivalent
Year 8 or below Did not go to school
Month Year
- When did you complete that school level?
Month Year
- 21 Have you successfully COMPLETED any of the following qualifications?
No Yes (tick and complete any applicable boxes)
Commenced Completed
- Bachelor Degree or higher
- Advanced Diploma (e.g. Associate Degree)
- Diploma (or Associate Diploma)
- Certificate IV (e.g. Adv. Certificate/Diploma)
- Certificate III (e.g. Trade Certificate)
- Certificate II
- Certificate I
- Pre-Apprenticeship/Pre-Vocational
- Certificates or qualifications other than above
- Title and level of qualification/s obtained (Attach list if necessary)
CNC in Plumbing & Plumbing
- 22* If you have completed a qualification at Certificate Level III or above, do any of the following apply to you?
- The qualification cannot be used because of an injury or disability No Yes
- You are an Intensive Support Customised Assistance Client No Yes
- You are unemployed and have been registered with Centrelink for 12 months or more No Yes
(If you answered YES to any of these, you will need to attach evidence. Contact your Australian Apprenticeships Centre regarding evidence requirements.)
- 23 Have you previously worked as an apprentice or trainee?
No Yes Please provide details below. If you are unsure of any of these details ask your Australian Apprenticeships Centre for assistance.
Name of company
Title and level of qualification
State/Territory/overseas Year of commencement Apprentice/Trainee number
- 24 Are you seeking credit to reduce the term of the Training Contract?
(Refer to Information to Help Complete the Training Contract) (Evidence is required and must be attached)
No Yes How much credit are the parties seeking? (months)
- 25 Are you currently undertaking any other study?
No Yes Please provide details below
Title and level of qualification

Training Contract

This Contract forms a legally binding agreement between an employer and employee for the training of Apprentices and Trainees leading to a nationally recognised qualification. In signing this contract the parties are bound by the obligations detailed below and the legislation of the State or Territory in which this training contract is to be registered.

Training Contract Declaration

We, the employer, apprentice/trainee and parent or guardian (where applicable) have read and understood the Training Contract Obligations outlined below.

We declare that to the best of our knowledge the details entered on this Training Contract are true and correct. We understand that the giving of false or misleading information is a serious offence.

We understand that the information provided in this Training Contract

- is collected for the purposes of registration, preparing statistics, reporting, program administration, monitoring and evaluation, calculating incentives and allowances paid to employers and apprentices/trainees and preventing dual payments;
- may be disclosed to and used for these purposes by the Australian Government, including the Department of Industry, Centralink, State/Territory government departments and agencies, employers, our Australian Apprenticeships Centre, Registered Training Organisation (RTO), non-government education authorities and the contractors or agents of any of these organisations, departments and agencies;
- may also be exchanged between Department of Industry and Centralink (for Youth Allowance, Austudy and ABSTUDY administration) to provide confirmation that the apprentice/trainee who signs this declaration is an Australian Apprentice; and
- may otherwise be disclosed without consent where authorised or required by law.

We understand that the eligibility, availability, and payment of Australian Government Australian Apprenticeships Incentives may change during the period of this Training Contract.

We understand that this Apprenticeship/Traineeship Contract is legally binding in accordance with the Training Contract Obligations set out below and the legislation of the State or Territory in which this Training Contract is to be registered.

We understand that the Contract can only be terminated within the period of the probation and/or, in accordance with the requirements of the relevant State/Territory legislation, and that the probation periods are determined by the State/Territory Training Authority or relevant industrial award/agreement for this qualification and vocation.

We undertake to negotiate and sign a Training Plan with the chosen RTO as required by the relevant State/Territory Training Authority.

The employer representative (on behalf of the employer named in Question 28)

Surname (family name)

Given names (in full)

Signed this day:

Day

Month

Year

Signature of employer representative

The apprentice/trainee

Surname (family name)

Given names (in full)

Signed this day:

Day

Month

Year

Signature of apprentice/trainee

Signed this day:

Day

Month

Year

Signature of parent/guardian (for apprentice/trainee under 18 years of age)

Name of Apprenticeship/Traineeship (as designated by legislation/regulation)

Training Contract Obligations

For the employer, apprentice or trainee, and parent or guardian (where applicable)

We agree that:

- a) the Contract commences from the date stated in question 3, provided that it has been registered or approved under the provisions of the relevant State/Territory legislation
- b) the Contract can only be changed by our agreement and according to State/Territory legislation and the State/Territory Training Authority must be informed of the proposed change/s. In some States/Territories approval for the change/s must be sought
- c) the apprentice/trainee can see, and correct, any information about himself/herself in this Contract or held by the employer in relation to this Contract
- d) we will try to resolve any dispute we have between us, and if we can't, we will contact our State/Territory Training Authority to request assistance or to access the appropriate dispute resolution processes
- e) the Contract can be audited by the relevant State/Territory Training Authority or Australian Government Department
- f) the Contract is successfully completed when there is agreement from the employer, Registered Training Organisation and apprentice/trainee, and/or an acknowledgement by the State/Territory Training Authority, that the apprentice/trainee has attained all the required competencies
- g) this Contract expires if it reaches the expected term of the contract referred to in question 4 without the apprentice/trainee having attained all the required competencies or a request for an extension of the contract having been endorsed by a State/Territory Training Authority
- h) this Contract may be terminated in accordance with the relevant State/Territory legislation.

For the employer

I agree that I will:

- a) employ and train the apprentice/trainee as agreed in our Training Plan and ensure the apprentice/trainee understands the choices that he/she has regarding the training

- b) provide the appropriate facilities and experienced people to facilitate the training and supervise the apprentice/trainee while at work, in accordance with the Training Plan

- c) make sure the apprentice/trainee receives on-the-job training and assessment in accordance with our Training Plan
- d) provide work that is relevant and appropriate to the vocation and also to the achievement of the qualification referred to in this Contract
- e) release the apprentice/trainee from work and pay the appropriate wages to attend any training and assessment specified in our Training Plan
- f) meet all legal requirements regarding the apprentice/trainee, including but not limited to, occupational health and safety requirements and payment of wages and conditions under the relevant employment arrangements
- g) repay any payment I receive that I am not entitled to
- h) work with our RTO and the apprentice/trainee to make sure we follow our Training Plan, keep training records up-to-date, and monitor and support the apprentice/trainee's progress; and
- i) let the relevant State/Territory Training Authority and the RTO know within five working days (or when the local State/Territory legislation requires, if this is different) if our Training Contract has become jeopardised.

I acknowledge that it is an offence to use information in the Contract to discriminate against any person, including the apprentice/trainee.

For the apprentice/trainee

I agree that I will:

- a) attend work, do my job, and follow my employer's instructions, as long as they are lawful
- b) work towards achieving the qualification stated in our Training Contract
- c) undertake any training and assessment in our Training Plan.

For the parent or guardian

I agree that I will:

uphold the responsibilities listed above for the apprentice/trainee until this person is 18 years of age.

Information on Australian Government Australian Apprenticeships Incentives

Australian Apprenticeships encompass all apprenticeships and traineeships. They combine time at work with training and can be full-time, part-time or school-based. Australian Apprenticeships are a stepping stone to ongoing employment or further education and training, and a great way to get a head start to a career.

The Australian Apprenticeships Incentives Program encourages employers to offer the kinds of employment-related training opportunities that will encourage people to acquire and expand their working skills.

The criteria and funding of Australian Government Australian Apprenticeships Incentives payments may change during the term of this Training Contract in line with Government priorities. These changes will be notified by your Australian Apprenticeships Centre.

For further details about the incentives listed here, including application forms and advice about whether you may be eligible, contact your Australian Apprenticeships Centre.

Eligibility for Australian Government Incentives — Information for Employers

This Training Contract has been designed to assess your eligibility for Australian Government Australian Apprenticeships Incentives. These Incentives can include Commencement, Recommencement, Completion and other special incentives.

Eligibility is assessed on a number of criteria, including, but not limited to:

- the date the Australian Apprentice commences or recommences with an employer;
- the employment status of the Australian Apprentice at the date the incentive falls due;
- the location of the workplace;
- the accredited training program is in place;
- the type of employment relationship; and
- the formal approval by the State or Territory Training Authority.

If you are eligible for Australian Government Incentives, you will need to complete a separate Claim Form available from your Australian Apprenticeships Centre in order to be paid. This Claim Form should be lodged following:

- approval of the Training Contract;
- after the apprentice/trainee has commenced training according to the approved Training Plan; and
- after the Australian Government waiting period has expired and the apprentice/trainee is still employed by your business and any State/Territory probation period has been completed.

Taxation

If you are eligible for Australian Government Incentives you should be aware that if you do not provide your ABN when lodging a Claim Form, the Department of Industry will be obliged to withhold 46.5% of the incentive payment and remit it to the Australian Taxation Office.

You should seek independent advice regarding your taxation position.

Other Australian Government Assistance

Assistance for Apprentices/Trainees with a Disability

The Australian Government may provide assistance to employers of apprentices/trainees with a disability, including the Disabled Australian Apprenticeships Wage Support program, Tutorial Assistance, Mentor/Interpreter Assistance. Workplace modifications may be available for disabled apprentices and trainees. If applying for assistance you will need to complete an Application Form and an Occupational Assessment Form.

Living Away From Home Allowance

Apprentices/trainees may be eligible for a Living Away from Home Allowance for the first 36 months of an Apprenticeship/Traineeship, if they had to move away from their parents'/guardians' home to commence or remain in the Apprenticeship/Traineeship, or if they are homeless.

Contacts for Further Information and Assistance

Australian Apprenticeships Centres

- administer Australian Government incentive payments to employers and allowances for apprentices/trainees;
- provide information on Australian Apprenticeships options to employers and other interested people;
- market and promote Australian Apprenticeships;
- work with the State/Territory government department or agency to provide an integrated service;
- work with training providers, schools and other organisations to support Australian Apprenticeships; and
- provide support to employers and Australian Apprentices throughout the Australian Apprenticeship to encourage successful completion.

Australian Apprenticeships Centres are located throughout each State and Territory.

- Find an Australian Apprenticeships Centre in your region by calling 13 38 73, or
- Visit the Australian Apprenticeships website at www.australianapprenticeships.gov.au

State/Territory Government Departments or Agencies

State/Territory government departments or agencies can also provide further information. See contact details below.

Australian Capital Territory

Training and Tertiary Education — ACT Education and Training Directorate

220 Northbourne Avenue, Braddon ACT, 2612

PO Box 158, Canberra ACT 2601

Ph: (02) 6205 8555

Fax: (02) 6205 8448

Web: www.det.act.gov.au

New South Wales

Department of Education and Communities

Locked Bag 53, Darlinghurst NSW 1300

Ph: 13 28 11

Web: www.training.nsw.gov.au

Northern Territory

Department of Business

Mitchell Centre, 11th Floor, 55-59 Mitchell Street, Darwin NT 0800

PO Box 2391, Darwin NT 0801

Ph: (08) 8935 7707

Fax: (08) 8901 4903

Web: www.dob.nt.gov.au

Queensland

Department of Education, Training and Employment

LMB 527, GPO Brisbane QLD 4001

Ph: 1800 210 210

Web: <http://www.apprenticeshipsinfo.qld.gov.au>

South Australia

Department of Further Education, Employment, Science and Technology – Traineeship and Apprenticeship Services

GPO Box 320, Adelaide SA 5001

Ph: 1800 673 097

Fax: (08) 8463 5654

Web: www.skills.sa.gov.au/apprentices

Tasmania

Skills Tasmania

GPO Box 169, Hobart TAS 7001

Ph: (03) 6233 7740

Fax: (03) 6233 0588

Web: www.skills.tas.gov.au

Victoria

Victorian Registration and Qualifications Authority

GPO Box 2317, Melbourne VIC 3001

Ph: 1300 722 603

Fax: (03) 9637 3564

Web: www.vrqa.vic.gov.au

Western Australia

ApprentiCentre – Department of Training and Workforce Development

Locked Bag 16, Osborne Park DC WA 6916

Ph: 13 19 54

Ph: (08) 6551 5499

Fax: (08) 6551 5307

Web: www.apprenticentre.wa.gov.au

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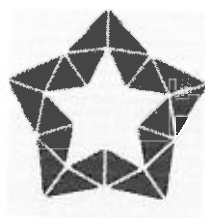
/Trainee

Attached is our grievance policy which Epoca follows if there are any disputes all employees are to review this when they first start their position with us and are to review it annually.

Please let us know if you have any questions on Epoca's dispute processes. We believe this a strong procedure, which is proven to have worked in the past.

Thanks,

Tess Dunning
Contract Administration



Grievance and Complaints Resolution Policy

1. Intent

The Grievance and Complaints Resolution Policy sets the guidelines to be followed by all employees who have an employment related grievance or complaint or the process to be followed in the event that a complaint from an external party is received.

The process detailed offers support and confidentiality to all parties, where necessary, and focuses on resolution.

2. Scope – Employee Grievances and Complaints

This policy applies to all full time, part time, casual and temporary maximum term employees of [redacted]

This procedure applies to grievances and complaints raised by employees of [redacted] regarding employment related matters. If an employee is covered by an applicable Enterprise Agreement, this procedure does not apply to matters which are to be dealt with under the relevant clauses of the applicable Enterprise Agreement, for example, the Dispute Settlement Procedure.

Where [redacted] is required under legislation to deal with a particular matter in another way, this procedure shall not apply. In this case, the Chief Operating Officer or its authorised representative will advise the aggrieved employee of the alternative procedures required. If another [redacted] company policy or procedure specifically applies to a particular workplace related matter then that policy or procedure shall take precedence.

The grievance and complaints process will not be used to challenge reasonable management decisions or reasonable management action of the Managing Director, the Chief Executive Officer or the Senior Leadership team.

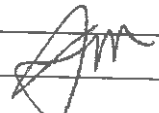
Employees must read this policy in conjunction with other relevant [redacted] policies, procedures and safety documents, including (but not limited to) the:

- Issue Resolution procedure;
- Disciplinary Procedure;
- Work Health and Safety Policy;
- Code of Conduct Policy;
- Workplace Bullying & Harassment Prevention Policy; and
- Discrimination & Sexual Harassment Prevention Policy.

3. Employee Grievances and Complaints

A grievance is typically considered a concern or complaint raised by an employee against a process, action, omission or decision within the responsibility and control of [redacted] which relates to employment or related internal human resources matters, which has or is likely to have an unreasonable negative impact on the ability of an employee to undertake their duties, or similar impact on their career.

A complaint is an expression of dissatisfaction made in relation to an action, decision or omission within the responsibility and control of [redacted] a [redacted] manager or supervisor or another [redacted] employee, where a response or resolution process is expected wherever possible.

Review Date	Revision Number	Endorsement
1 October 2019	2	

will maintain a clear and fair process to resolve the grievances and complaints of employees. In doing so, seeks to achieve and maintain a workplace that encourages a productive and harmonious working environment through:

- frequent discussion between employees and their manager/s and/or supervisor/s;
- cooperation between and amongst employees of t and
- the opportunity for the satisfactory resolution of problems, grievances and complaints in a positive and constructive manner.

We aim to resolve grievances and complaints promptly and as close to the source as possible.

When necessary, grievances or complaints will be escalated to a higher level of authority within the business for the purpose of resolving the issue quickly and minimising impact on the parties involved and the business.

Be aware that grievances and complaints that are unreasonable, misconceived, vexatious, and lacking substance may result in disciplinary action being taken against the employee lodging the grievance or complaint.

3.1. Procedure

An employee who is a party to the grievance/complaint may have a witness or support person with them at any meetings, interviews or throughout the process. Further, an employee who has a grievance or complaint may approach any senior manager in order to initiate either the formal or informal procedure.

a) Informal procedure

In the first instance, the employee should try to resolve the grievance or complaint directly with the person responsible, if they feel they are able to do this. This can be done informally and verbally. If the employee is not comfortable to do this, or their attempts have not resulted in resolution then the employee can ask their manager or another manager for assistance.

If a manager is asked to be involved they can do this in a number of ways:

- Coaching the employee in ways to address the grievance;
- Being present when the employee addresses the issue with the other party; and/or acting as a mediator;
- Addressing it with the other party on behalf of the employee and then facilitating a resolution with both parties.

Many personal grievances are able to be resolved through the informal procedure. If the grievance or complaint is resolved, details of any meetings and discussions and its resolution must be documented (e.g. meeting minutes, diary notes etc.) and a record of these must be kept.

In circumstances where the matter can't be resolved informally or if the immediate manager or relevant senior manager considers the informal procedure is not appropriate, and the grievance or complaint is sufficiently serious, the grievance or complaint may be escalated to a formal procedure

b) Formal procedure

To start the formal grievance/complaint process, the person making the complaint must put their complaint in writing describing the nature of the complaint, dates, locations, witnesses or people involved and any evidence or supporting documentation. The complaint should also include any attempts that have been made at resolving the matter.

All formal complaints are treated seriously and confidentially to protect the interests of all parties.

The written complaint must be provided to either the employee's manager, another trusted senior manager or the Chief Operating Officer (COO) as soon as practical. A decision will be made as to who will investigate and work to resolve the matter. An independent third party may be engaged to assist with the investigation at this time if required due to the nature and seriousness of the matter.

3.2. Process:

- i. The investigator will interview the complainant and gather further information about the matter and discuss the process and confidentiality of the grievance resolution process.
- ii. The investigator (or COO) will advise other managers in the business who need to be involved in the resolution of the matter.
- iii. The investigator (or COO) will advise the other party to the complaint that a complaint has been made against them and set a meeting time to provide details of the complaint, the grievance resolution process and the importance of confidentiality. They are entitled to bring a witness or support person with them to this meeting and any subsequent meetings.
- iv. A formal investigation will commence starting with an interview of the person the complaint has been made against. The timing of this interview has to be sufficient to allow time for preparation and to arrange a support person if required.
- v. Any witnesses to the complaint will also be interviewed and the need for confidentiality stressed.
- vi. Further documentation or information regarding the complaint will be sought during the investigation.
- vii. A further meeting with the complainant and other party may be required to ask further questions following interviews with witnesses and examination of information.
- viii. Once the investigation has been completed and all information presented to both parties, a decision will be made as to the resolution of the matter.

3.3. Outcomes could include (but are not limited to):

- Both parties understanding and acknowledging the contributing factors of the situation and agreeing on how to move forward positively.
- An apology given and expectations on appropriate behaviour agreed.
- Action taken by the other party to rectify the situation, so it does not reoccur.
- Review of work practices and/or procedures to prevent the situation arising again.
- Training, development or coaching for either party.
- Disciplinary action being instigated by which may include the termination of employment.

The outcomes of the matter are to remain confidential and all documentation, information and meeting minutes are to be filed in a sealed envelope and marked confidential.

Employees participating in the resolution of a grievance will continue to perform their work and attend work as normal. If the employee has a reasonable concern about their health, safety or wellbeing this must be raised immediately with their manager for consideration.

may temporarily suspend an employee, on full pay, during an investigation if it is believed that is required for the health, safety or the wellbeing of any party or to allow a thorough investigation to be completed.

may direct an employee to perform other available work at the same workplace or another workplace that they are competent to perform and the employee must follow this direction unless:

- the work is not safe; or
- applicable work health and safety legislation would not permit the work to be performed; or
- the work is not appropriate for the employee to perform; or
- there are other reasonable grounds for the employee to refuse to comply with the direction.

Offers of compromise as well as agreements reached during the grievance/complaints process will not constitute precedents in regard to similar grievances/complaints and are without prejudice to positions taken in similar circumstances or more general issues.

3.4. Withdrawing the Grievance

The party/s who lodged the grievance or complaint, can at any time withdraw the grievance or complaint. In this situation there is the possibility that the other party may wish, and has every right, to continue the process if they believe they have not had the opportunity to respond appropriately.

3.5. Frivolous and vexatious Complaints and Grievances

Where complaints or grievances at any stage of an investigation or process are found to be unsubstantiated, unreasonable, misconceived, frivolous, vexatious or not lawful by reason of a provision contained in legislation, or in breach of this policy, [redacted] may, by notice in writing to the complainant, dismiss the complaint.

Employees who deliberately make false or malicious complaints may be subjected to disciplinary action. Vexatious or frivolous complaints by employees may result in the employee's conduct being investigated, and may also result in disciplinary action under the Code of Conduct Policy.

4. Complaints received from External Parties

If a complaint is received from an external party (i.e. client, supplier, industry organisation etc.), whether verbal or written, the employee who receives the complaint shall inform their immediate manager. The immediate manager shall then escalate the complaint to the relevant [redacted] senior manager for appropriate action and/or resolution, which may include consulting with other senior managers/the Chief Executive Officer for assistance and guidance as appropriate. The relevant senior manager shall ensure that all complaints received are presented to the Senior Leadership Team meeting for review and discussion.

[redacted] may also receive feedback from clients and customers via electronic surveys from time to time. All feedback received from any client or customer who completes the [redacted] survey shall be presented at the next scheduled Senior Leadership Team meeting for review and discussion. Any further required actions resulting from the feedback received shall be decided by the Senior Leadership Team. The Chief Executive Officer shall have the authority to address any matters which require immediate action as a result of the survey feedback.

Complaint means an expression of dissatisfaction made in relation to an action, decision or omission within the responsibility and control of [redacted], a [redacted] manager or supervisor or another [redacted] employee, where a response or resolution process is expected wherever possible.

5. Breach of this policy

Any employee found to be in breach of this policy will face disciplinary action, which may include the termination of their employment.

6. Implementation of this policy

The Chief Operating Officer is responsible for this policy within the Group. The Chief Operating Officer or its authorised representative will communicate this policy and any subsequent updates or amendments to it, to the Senior Leadership Team within the Group for implementation.

The Senior Leadership Team within [redacted] have the primary responsibility to:

- a) Abide by, communicate, support, promote and enforce this policy to all employees within their control; and
- b) Ensure their managers and supervisors support and promote this policy through their day to day management of people and performance of their duties and services.

7. Policy review

This policy will be reviewed annually or a shorter period when necessary with the approval of the Chief Operating Officer or the Chief Executive Officer.

Legal requirements Assignment

Occasion 2 – Residential

Legal obligations

To: Gabrielle Veldink – jandgveldink@mcnab.com.au

Subject: Residential Buildings - Provence estate

From: Tess Dunning - Coral Homes

Hi Gabrielle,

Thank you for choosing Coral Homes to build the Provence estate. As discussed this a new estate in Brisbane south that consists of only 20 residential houses with a communal gym, pool and multipurpose courts.

At Coral Homes the first thing we like to do is give our clients information regarding the projects legal requirements so there is transparency between us. The first thing we would like to explain is Licencing in Queensland. The Queensland Building and Construction Commission Act 1991 (Act) outlines a range of circumstances in which a licence must be held, for this project this licence applies because the building works is valued over \$3,300. This licence is held and maintained by Coral Homes. Failure to do this and it could result in monetary fines, or accumulation of demerit points.

There is also a range of licence classes with the QBCC that outlines requirements for builder, supervisors and managers. For this residential estate project it is important that we are following the QBBC licence guidelines. To apply for builders, supervisors and managers licences you must have documentation showing you hold the technical qualifications for the licence class you are applying for and previously carried out works covered in the scope of your licence class including the size and type of construction. Please see attached a document to show examples of when you need a licence, as the head contractor/developer for the project you don't need a building licence.

Please let me know if you have any problems with understanding the difference licence classes.

Thanks,
Tess Dunning
Contract Administrator

To: Gabrielle Veldink – jandgveldink@mcnab.com.au

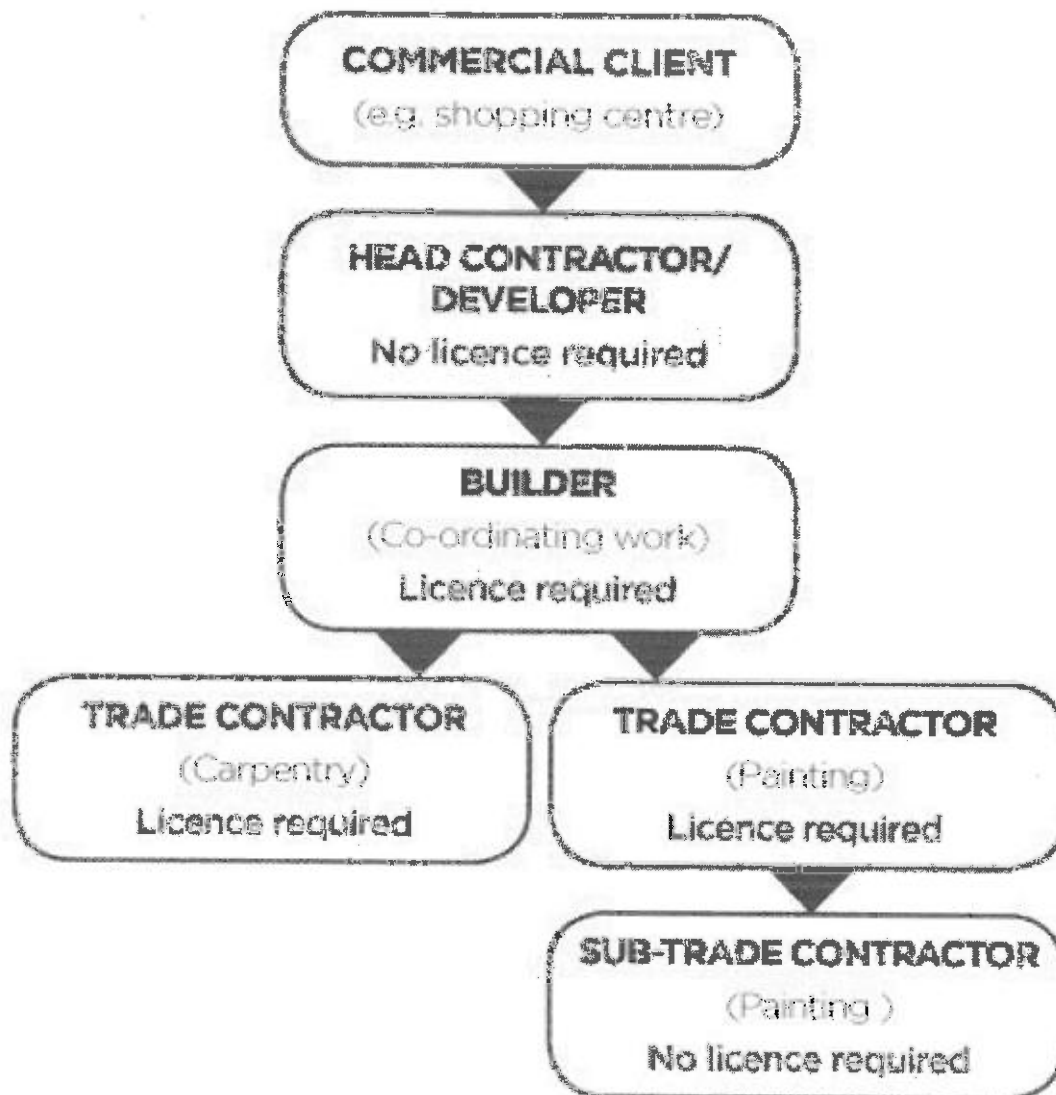
Subject: Residential Buildings - Provence estate

From: Tess Dunning - Coral Homes

Hi Gabrielle,

As discussed over the phone this morning this is how Coral Homes applies safety regulations on our construction sites.

Examples of when you need a licence



As part of the primary duty of care, a PCBU must monitor workplace safety during on-site construction for the purpose of preventing illness or injury of workers. The health and safety laws outline the importance of warning all hazardous activities on a construction site. Before work commences Coral Homes ensures that general safety signs are present and that there are enough signs to comply with the size and complexity of the job site. As per the Work Health and Safety Regulations section 308 additional signs are required when undertaking construction work.

The site signs must show the main contractor's name, phone number and contactable hours and show the location of the site office for the project. This information must be clear from outside the workplace or where the construction is being taken.

Attached is our new employee information start kit expectation with Workplace Health and Safety and the policy.

Thanks,

Tess Dunning
Contract Administrator

To: Tess Dunning – tess@coralhomes.com.au
Subject: Residential Buildings - Provence estate
From: Gabrielle Dunning - McNab

Tess,

Can you please explain the current codes, acts, regulations and standards as they are always changing and we want to check we are all on the same page?

Thanks,

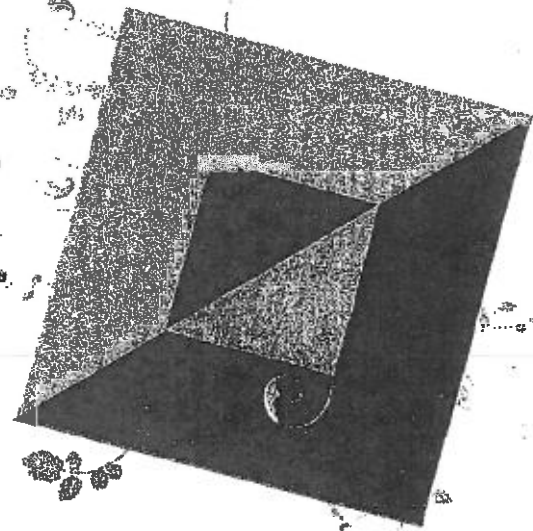
Gabrielle Veldink
Contract Administrator

To: Gabrielle Veldink – jandgveldink@mcnab.com.au
Subject: Residential Buildings - Provence estate
From: Tess Dunning - Coral Homes

Hi Gabrielle,

Of course we can. Before starting construction on a building site its important to have a clear understanding of the laws that govern – construction and building, insurance, sustainability & environmental matters.

There are ranges of different building requirements that will need to be applied. The National Construction Code (NCC) that outlines requirements for various aspects of the



CORAL HOMES

New Employee Information Kit

'Starter Pack'



Professional Expectations



As an Usher & Son employee you are expected to present yourself as a professional trades person at all times. We work hard to conduct our business as professionals and require every team member to embrace a professional pride in themselves & their work. This includes, Presentation (Clothing), Communication (Language) and Quality of Works.

Dress: Under no circumstances is a subcontractor to enter a work site without the appropriate items of clothing on.



- + Shirt - Painters Whites or Hi Viz Shirts Long or Short Sleeve
(the appropriate shirts are available from your Usher & Son Representative on request)
- + Pants - Painters Whites
- + Footwear (Safety Boots)

Language: Bad Language will not be tolerated on an usher and son site. Remember you are representing yourself and Usher & Son so be sure to conduct your works as a professional.

Work Place Health and Safety

Usher & Son take health and safety very seriously and understand the importance of following safety procedure on all work sites, large or small.

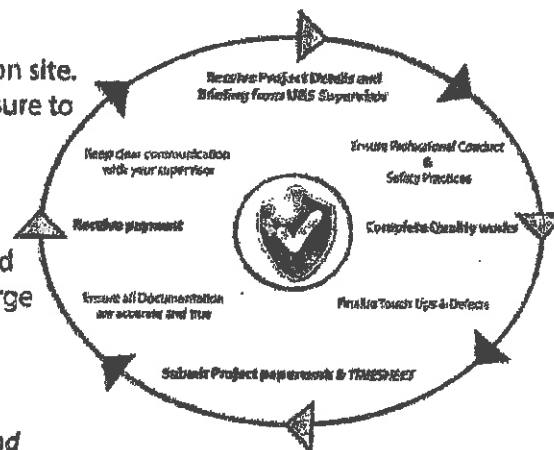
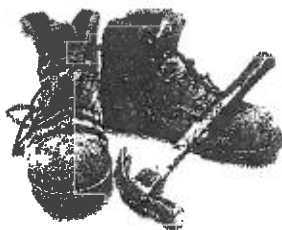
You're required to participate in and abide by all site work place health and safety procedures when representing Usher & Son.

As a trades person you're required to abide by all work place health and safety rules and laws.

PPE: All employees are expected to wear safety footwear when on our sites, and utilize the appropriate safety equipment when performing tasks for which it is appropriate.

That includes

- * Eye Protection (safety glasses)
- * Head Protection (hard hats)
- * Hearing Protection (ear plugs)
- * Respiratory Protection (masks)
- * Hand Protection (gloves)



Environmental Responsibilities

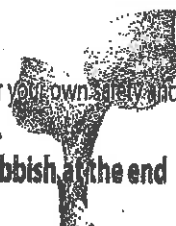
We all have a responsibility to the environment and as an Usher and Son employee you will need to be aware of the impact your work is having on the environment & surroundings.

Under NO Circumstances is a employee to wash paint or solvents onto the Streets, into Gutters, Down Drains or into the earth.

All Washing Out and product disposal is to be done in an ecologically responsible manner. Suitable Wash Out facilities are available at head office if required

As a professional Trades person you are required to keep a clean site for your own safety and that of those around you. This includes Rubbish & lunch packaging etc.

YOU'RE responsible to leave your work area clean of all rubbish at the end of every day.



MANDATORY SAFETY RULES

1. Never consume or be under the influence of alcohol or illicit drugs while at work.
2. Always protect against falling where you can fall more than 2 metres.
3. Always wear the suitable PPE for the task you are performing.
4. Never begin a skilled task or operate equipment and machinery unless qualified.
5. Always obtain authorisation before entering a confined space.
6. Never disable or override a safety device without written authorisation.
7. Always operate equipment and machinery within defined safety limits.
8. Never work or travel under a suspended load.
9. Always wear seat belts when a vehicle is in motion.
10. Never Ever use a paint can as a step. (Never stand on a can!)





Your Project Partner

Painting | Solid Plastering | Signage

Usher & Son Starter Safety Induction

1.0 HEALTH & SAFETY POLICY

It is the policy of Usher & Son to conduct its activities in such a way as to provide an environment which protects the health, safety and welfare of all employees and other persons at the workplace and actively encourage safe working practices.

To achieve a healthy, accident free working environment, the dedication and co-operation of each Usher & Son employee is essential.

Managing Director

Dallas Heale

Date: 1/01/20013



2.0 INTRODUCTION

Usher & Son is committed to ensuring the health and safety of all its employees. To assist in this endeavour this Employee Health and Safety Handbook has been produced to give a basic overview of our company's health and safety requirements. This book is to be read in conjunction with Usher & Son's safety plan, SWMS, MSDS and any other published information provided by USHER & SON.

Employees are required to play their part in ensuring their own safety and the safety of fellow workers, employees are required to:

- Co-operate and comply with all safety instructions given by Usher & Son.
- Use protective clothing and equipment as required and supplied by the company and to report any damaged or defective protective clothing and equipment.
- Advise the supervisor of any unsafe conditions and not to work in any way that may endanger themselves or other persons.
- Assist new employees on the proper work procedures and to recognise job hazards.
- Not to remove or interfere with anything that has been provided in the interest of health and safety in the workplace.
- Not to engage in any of the prescribed occupations such as rigging or operating forklifts unless the relevant certificates or permits are held.
- Report any injuries, illness or dangerous occurrence to your Usher & Son Supervisor.
- Not use or consume any drugs or alcohol on site
- Not to enter site if affected by drugs or alcohol.
- Not to wear any jewellery, this may cause a risk of injury to persons when performing activities.

If in doubt regarding any item on Health and Safety which may affect yourself or any other person, check first with your supervisor.

3.0 REPORTING ACCIDENTS

Report all injuries, illnesses or occurrences which occur at work, no matter how minor to your Supervisor. Note: this includes any injury where first aid of any type was administered.

Personal Injury statistics and information are not only vital to the well being of workers concerned, but can provide valuable data for future prevention.

3.1 Damage to Property or Equipment

Report all such matters to your Supervisor ... damage may constitute an unsafe situation for workers in the area or the operator of equipment.



Note: In the event of serious or dangerous occurrence, DO NOT interfere with the site until an inspector or police officer has given clearance to do so.

4.0 FIRST AID. CARE OF INJURED PERSONS AND EMERGENCY RESPONSE

First aid treatment must be sought for any injury sustained while at work. Under no circumstances should an injured person or machinery be moved unless there is danger of further injury before medical aid arrives. The following points should be observed in the event of a serious injury or illness occurring,

- Do not panic
- Do not place yourself in danger
- Do not move the patient unless in further danger
- Immediately contact the site First Aid officer or medical assistance.

The following treatment should be given priority:

4.1 CPR PROCEDURE

D R A B C (Danger - Response - Airway - Breathing - Circulation).

D Danger: Before rendering any aid, ensure that you are not placing yourself at risk of injury.

R Response: Speak loud and clear to the patient, if possible try to get a verbal response.

A Airway: Ensure the patient has a clear airway.

B Breathing: Ensure the patient is breathing, if not, commence Expired Air Resuscitation (EAR)

C Circulation: Check pulse. If patient has no pulse and is not breathing, commence Cardio-Pulmonary Resuscitation (CPR).

Comfort, reassure and monitor the patient until medical aid arrives.

Ensure you are familiar with the accident procedure applicable to your site. It will be discussed and explained to you thoroughly at the Site Induction. Remember to ask questions so that you clearly understand what you need to do in the event of a medical emergency.

4.2 CONTROLLING BLEEDING

Generally, to stop bleeding, pressure must be applied to the wound. Most injuries tend to ooze dark coloured blood; this is blood from the veins (venal blood). To control blood loss, apply a pressure pad firmly, secure with a bandage, elevate the wound above the heart and refer to medical aid. Bright red blood with a frothy appearance is arterial blood and exits a wound under pressure - It is more obvious than venal blood and requires urgent action to prevent serious blood loss. Again apply pads and bandages firmly, elevate the wound above the heart and urgently seek medical attention.

If necessary provide first aid treatment, Reassure the injured person. Ensure that the accident site is not disturbed or otherwise interfered with until permission is given by the Principal Contractor, Inspector or Police.

4.3 POISONING

In all cases of poisoning or suspected poisoning, seek medical attention immediately. Material Safety Data Sheets include emergency information and advice to doctors necessary to treat persons for overexposure or poisoning to those materials or substances.

4.4 SHOCK

Almost all injuries cause some level of shock to the injured person. An injured person suffering from shock tends to appear pale and have cooler than normal and clammy skin due to the loss of body heat. More severe cases of shock will cause a rapid and weaker pulse and even loss of consciousness.

Assess and manage the injuries of the injured person

- Position injured person according to injuries
- Provide continual reassurance to the injured person.
- Keep the injured person quiet and warm.
- Loosen tight clothing.
- See that medical aid is sought urgently

4.5 NEEDLESTICK INJURIES

If you receive a needle stick injury;

- Stay calm
- Encourage your wound to bleed (gently squeeze)
- Wash the area with cold running water and soap (if available)
- Apply an antiseptic and band-aid
- Without delay contact your supervisor and the Principal Contractor. They will arrange medical consultation/treatment.

The follow up to a needle-stick injury is extremely important. The risk of infection is relatively low but the stress on the individual is likely to be significant. Medical advice regarding HIV and/or Hepatitis B/C testing, possible hepatitis vaccination and most importantly counselling are highly important.

4.6 WHAT TO DO IF YOU FIND A SYRINGE

Used syringes are an occupational hazard on many construction sites. On some sites they are a significant hazard. Such sites will often have a site specific procedure for dealing with syringes - for

example there may be a local council needle disposal programme that the site utilises. If you encounter a syringe/needle you should make safe the situation and immediately notify your supervisor and the Principal Contractor. Do not leave the syringe unattended. Ensure that the syringe/needle is not handled by anyone who is not fully aware of safe disposal procedures.

The following are standard procedures for needle/syringe disposal;

- Do NOT attempt to recap the needle
- Find a rigid-walled, puncture resistant, sealable container
- Find and put on latex/rubber gloves if possible
- Bring the container to the needle/syringe
- Place the container on the ground beside the needle/syringe
- Do not hold the container upright in your hands as you are disposing of the needle/syringe
- Pick up the needle/syringe by the middle of the barrel using suitable tongs
- Keep the sharp end of the needle/syringe facing away from you at all times
- Place the needle/syringe in the container sharp end first
- Securely place lid on the container, holding the container at the top
- Remove gloves (if appropriate) and wash hands with running water and soap
- Other items that have come into contact with blood should be disposed of in the same container as the used needle/syringe.
- Have your supervisor along with the Principal Contractor arrange for disposal.

4.7 FIRST AID ROOM

At the site induction the location of the First Aid Facility will be made known to you including who the Site First Aid personnel are and how they may be contacted. First Aid facilities are typically identified by signage of a white cross on a green background.

5.0 PROTECTIVE CLOTHING AND EQUIPMENT

North West Commercial Industries Qld will provide any protective clothing and equipment considered necessary to protect the safety and health of its employees.

All employees have a responsibility to ensure that the protective clothing and equipment provided, is used where necessary and adequately maintained. If unsure about the protective equipment requirements of any job, please see your supervisor or the Workplace Health and Safety Officer.

5.1 Safety Helmets

Safety helmets are one of the most common and most useful pieces of equipment that you will use on a project and you must always wear one whenever entering or working on a job site. The following points are important to remember whenever using a safety helmet.

1. Ensure your helmet meets required standards and has the AS approval stamped on it.

2. Adjust the headband so that the helmet is firm yet comfortable. It should remain on your head when you bend and touch your toes.
3. Attach a chinstrap whenever there is a risk of losing the helmet e.g. high winds.
4. Regularly clean the harness with soap and water to avoid deterioration and build up on materials.
5. Replace helmet every 2 years or immediately if you notice that it is defective or has sustained a major impact.

5.2 Boots

The correct footwear is essential in eliminating or reducing injury to feet through accidents such as dropped loads and tripping. All footwear worn on site must meet the relevant Australian Standards and be maintained in accordance with the following:

1. Boots should have leather uppers, resilient and rigid soles, adequate arch support and protective steel toe caps.
2. Approved joggers with built-in steel toe caps are permissible in some situations.
3. Damage or worn-out footwear must be replaced. Regularly check the condition of soles for grip.

5.3 Hand Protection

Hand injuries are by far the most common type of injury sustained by employees on site, particularly where workers use power tools and heavy machinery.

Whenever there is a risk of injury to your hands, put on some gloves. Most importantly, ensure that the gloves you use are suitable for the task at hand, whether it be for manual handling, using a saw or handling hazardous substances.

5.4 Eye Protection

Eye injuries are common on building sites, particularly where employees use drills, sanders and other power tools. Eye protection must be worn whenever there is a risk of injury. This includes tasks such as using drills, grinders and other power tools and explosive powered tools.

Eye protection used must be appropriate for the task and in accordance with Australian Standards. Some Principal Contractors require the mandatory wearing of eye protection at all times, when this is the case, site rules must be adhered to.

5.5 Respiratory Protection

Many commonly used chemicals, solvents and finishes can damage your respiratory system ... in some cases, the effects may not be felt for years. The easiest way to avoid the effects of these chemicals is through prevention. No employee is to use a substance unless:

- You have read the Material Safety Data Sheets for the product used on site and checked the safety requirements.
- You wear respiratory protection gear when handling substances that are particularly hazardous, especially when in confined spaces.
- Wear other protective gear specified such as gloves and aprons and ensure that you wash your hands after every use.

6.0 NOISE

The ear is a very delicate organ that has no built in self defence mechanism against loud noise and as such many noise hazards in the workplace can result in permanent hearing damage.

Extreme noises such as an explosion can tear the eardrum instantly, yet most noise induced hearing loss occurs gradually over a long period of time, particularly after years of repeated exposure to loud noise. The most important point to remember is that once the ear has been damaged it cannot be repaired or replaced. The damage is permanent.

Below is a table showing average noise levels produced by some pieces of equipment that are commonly used on projects.

Equipment	Sound Level dB (A)
Angle Grinder	107 - 109
Drop Saw - Open Air	98 - 103
Screw Gun	105
Drill	90 +

Exposure to these machines for more than two minutes a day without any form of hearing protection can gradually result in permanent hearing damage.

When using noisy equipment such as any power tool, it is required that you follow the following points:

- Always wear ear muffs, ear plugs, or both, when handling equipment or when in the same area as someone else who is using the equipment.
- Ensure that you test your hearing protection regularly and replace work components, such as broken seals immediately.
- Rotate between jobs on a regular basis from noisy to quieter areas.

7.0 DUST

The use of respiratory protective equipment (RPE) is important when you are exposed to gases, fumes or dusts which are likely to be inhaled. The result of exposure can be extremely hazardous to all workers and in particular those with asthma or those that are sensitive to the dust produced.

It is most important that whenever using substances in the workplace, that a Material Safety Data Sheet be consulted, to identify potential effects of fumes or dust in the workplace.

Similarly, whenever a process is to be used on a site that is likely to produce dust, gases or fumes, safety measure should be in place to minimise exposure to workers. These include:

- Ensuring work is performed in a well ventilated area of where extraction ventilation systems cannot be used.
- All workers involved in processes that produce dust, gases or fumes in the area surrounding that process, must wear a suitable respiratory protective device, whether it be a face mask, respirator, face shield etc.
- Ensure that the respiratory protective device fits well and is comfortable and that the user wears it correctly. (Beards and moustaches may affect the seal)
- Where the dust is of carcinogenic or toxic nature, the filter cartridges should be replaced regularly.
- Respiratory protective devices must be cleaned after each use and any defective components replaced immediately.
- Barricades and sign should also be in place to warn others on site that processes involving dust are taking place and that access is to be restricted.

8.0 LIGHTING

The cause of many injuries such as cuts and abrasions can be attributed to poor lighting in the workplace and the inability of one to see what they are doing. Additionally, accidents involving trips and falls also occur to low lighting levels in walkways and paths.

In view of these factors it is very important that you do not attempt to work in an area with inadequate lighting. If you need to work in an area which has inadequate lighting obtain portable task lighting from your supervisor. In addition to this, you are to undertake the following steps:

- Where possible, perform work where there is natural sunlight provided.
- Ensure temporary electrical lights have been tested and tagged and that the leads are kept off the ground and away from doorways etc
- Report blown light bulbs immediately to your supervisor, so they can be replaced as soon as possible.

9.0 FIRE PROTECTION

Ensure you become conversant with the location of fire fighting equipment in your work area and know how to use it.

In case of fire:

- Do not take risks with your life - raise the alarm then follow the procedures. (Site Fire Emergency Procedures)
- If possible, isolate the fuel source to the fire.
- Use the correct type of extinguishing medium for the type of fire. Do not use water on any electrical fire.
- Ensure that any discharged extinguisher is reported to your supervisor.
- Clean up any rubbish regularly and place rubbish in the receptacles provided. It is important that you ensure clear access is maintained to fire protection equipment at all times;
- "No Smoking" signs on site must be strictly adhered to.

10.0 EVACUATION PROCEDURE

Familiarise yourself with emergency assembly areas and systems to be used when an evacuation is initiated - you will be advised as to how it works and what you are to do during Induction training and at fire and evacuation training/drills. You are required to participate in all emergency drills that are undertaken whilst on site.

11.0 HOUSEKEEPING

Many accidents and injuries arise as a result of poor housekeeping. Rubbish and odd bits of material accumulate and constitute hazards that are just waiting for people to trip over. It is important to keep the work area clean and tidy at all times. This is a requirement of the Queensland Workplace Health & Safety regulations. Besides this reason, work output and efficiency generally increases if the site is kept free of obstructions and tripping hazards.

This can be achieved by:

- Cleaning stairs, ramps and access ways regularly
- Storing materials in designated areas
- Removing rubbish from site on a regular basis
- Replacing lids and caps on containers after use
- Wiping up all spills immediately

12.0 PERSONAL RESPONSIBILITY AND BEHAVIOUR AND PPE

12.1 PERSONAL BEHAVIOUR

- No person shall present themselves for work under the influence of alcohol or drugs. These people are a hazard to themselves and others.

- No person shall bring any alcoholic beverage or non-prescribed drug onto site at any time.
- Fighting on the site will not be tolerated.
- Urinating in places other than toilet facilities provided will not be tolerated.
- Graffiti will not be tolerated.
- Horseplay, practical jokes and rowdiness will not be tolerated.
- AM/FM radios, cassette, CO, Minidisc and MP3 players are not permitted on site.
- Persons shall not use mobile phones when driving vehicles, operating plant, controlling loads, or are in any situation where the use of the phone places or is likely to place that person or any other person at risk of injury or cause possible damage to plant or property.

12.2 HYGIENE

Amenities and facilities are provided for you on site. It is your responsibility to ensure that you follow the basic rules for health and hygiene as failure to do this can cause sickness and ill health to you and your fellow workmates. Keep all crib accommodation and other facilities clean. Place all rubbish, particularly food scraps, in the bins provided. Always use the sanitary facilities provided and keep them clean and tidy.

12.3 SMOKING

Smoking is not permitted in any, site office, enclosed work area, in amenities or other places where 'no smoking' signage is displayed.

12.4 DISCIPLINARY ACTION

Disciplinary action will apply to safety breaches including breaches of the rules contained in this booklet, breaches of prescribed safe work methods, breaches of regulations and breaches of other instructions issued during the execution of the project. This disciplinary action can range from re-induction, re-training, counselling and/or suspension from site. For serious and repeat breaches, the disciplinary action can include immediate permanent expulsion from the site.

12.5 CHILDREN NOT PERMITTED ON SITE

Children under the age of 16 years (who are not workers) will not be permitted onto the workplace. This includes children in the custody of truck drivers.

12.6 UV PROTECTION

Exposure to ultra-violet radiation poses a significant health hazard for outdoor workers in the construction industry. If you are working outside, ensure you have and use the SPF 30+ sunscreen provided. If you are not provided with these items you must speak up. Usher & Son requires compliance by all persons on site to UV PPE rules, including as appropriate, the wearing of long sleeve or 3/4 sleeve shirts, use of hard hat brim and neck-flap attachments and regular application of SPF 30+ sunscreen to exposed skin. Long trousers or knee length shorts are strongly recommended.

13.0 USE OF MOBILE PHONES

USHER & SON encourages employees to bring personal mobile phones to work. When commencing employment at a new site, please ensure you note your supervisors, head labourers and builder's WHOSO numbers into your mobile phone. This will aid in on site co-ordination, safety, accident reporting, hazard identification etc.

USHER & SON will not accept inappropriate usage on site. Any occurrence of, will result in a verbal warning, followed by written warnings, re-inductions and ultimately suspension from site. Inappropriate use includes whilst operating EWP (scissorlifts, scaffolds and ladders), hand-held tools (screwguns, dropsaws, grinders), plant (forklifts and material movement trolleys) and undertaking high risk activities.

14.0 PUBLIC PROTECTION

Any work being performed in public areas must be barricaded to restrict public access to the site and or provide mechanical protection.

This can be achieved by providing one of the following:

- An approved type of plastic barricade mesh. Generally for temporary works being performed and mechanical protection is not required
- or
- An approved ply sheeted, clad, wire or wired & shade cloth mesh hoarding where the work being performed is generally more permanent and mechanical protection of persons is required.

15.0 UNLOADING TRUCKS

- 1) Position truck as close as possible to the areas of work.
- 2) Ensure area is clear of unauthorised personnel. Do not stand under or close to materials being lifted.
- 3) Ensure load is secure before releasing straps or chains to prevent objects falling off the truck.
- 4) Metal studs bundles and sheeting materials to be lifted from the truck by crane and placed on loading area.
- 5) Avoid climbing onto vehicle tray to unload materials. If necessary, use hand holds and steps to gain access. Do not jump from vehicle. Do not stand on truck trailer or load that is greater than 2.0 metres in height without adequate fall protection.
- 6) Only certified & approved lifting gear to be used, all crane lifts to be controlled by site dogman.

16.0 MANUAL HANDLING, LIFTING AND CARRYING

- 1) DO NOT lift any object that you feel may be too heavy and avoid prolonged lifting and carrying of any load.

- 2) Use on site mechanical lifting equipment where at all possible i.e. cranes, trolley, pallet truck, and forklift.
- 3) Avoid overreaching to pick up a load.
- 4) Plan your movements and ensure the path is clear from obstructions.
- 5) Making the lift:
 - Position yourself close to the load and balance the body.
 - Get a firm palm grip.
 - Bend your knees, not your back.
 - Let your leg muscles do the work.
 - lift smoothly without jerking or twisting.
- 6) Weight of components to be assessed by worker prior to lift.
- 7) Check path of access and area of storage, or installation is clear and free from obstructions.
- 8) Bundles of steel studs and cladding sheets to be moved using pallet jacks or castor plates where practical. Long studs or sheets which are not in bundles are to be carried by two workers.
- 9) Team lifting to be utilised for tools and materials.

17.0 POWER TOOLS / LEADS RISKS: PERSONAL INJURY / ELECTROCUTION

- 1) Ensure tools have been tagged and tested prior to use and that all workers' have been properly instructed on how to use them.
- 2) Ensure that tools are connected to the nearest power outlet with an R.C.D. at all times. Leads must not exceed maximum span between power box and final tool as per Australian Standards 3012. Leads must not be run along or through scaffolds or from floor to floor.
- 3) Check that the work area is clear of any rubbish and obstructions. Also ensure the area is well lit.
- 4) DO NOT use tools in areas that are damp, wet or exposed to rain.
- 5) DO NOT use near potentially explosive areas (e.g. fumes, dusts or flammable materials).
- 6) Keep unauthorised personnel out of the work area at all times.
- 7) Workers are to wear appropriate eye protection and hearing protection. Respirators are to be worn when the material being used is potentially harmful and/or are of a carcinogenic nature, refer MSDS.
- 8) AVOID wearing loose clothing or jewellery. Long hair is to be tied back.
- 9) Always ensure the power tool is disconnected from power supply before fitting or changing blades, drills or other accessories.
- 10) Ensure power tools are fitted with guards.
- 11) Leads must not contain the colour green, and leads must not be subject to mechanical thermal or liquid damage.

18.0 ERECTION AND USE OF MOBILE SCAFFOLD RISK: COLAPSE, FALLING OBJECTS / PERSONS

- 1) Ensure access for scaffolds is by internal ladder or other secured fit for purpose system, for scaffolds over 2.0 metres high only internal ladder access is to be provided. Ensure wheels have been locked before climbing.
- 2) Ensure mobile scaffold is not moved unless all personnel and materials have been removed from the scaffold.
- 3) Ensure scaffold S.W.L. is not exceeded.
- 4) Ensure scaffold is in a level position prior to accessing scaffold after each move of the scaffold.
- 5) Scaffolds are not to be used within 3 metres of a void or edge of slab. See note*
- 6) Ensure scaffold has hand railing and kickboard installed to regulation and Australian standard requirements.

* Where work is required to be undertaken near voids or slab edge, a specific safe work method statement must be developed and submitted to the Principal Contractor for review and approval prior to works commencing. The development of the procedure should consider alternative methods for undertaking the activity or in conjunction with engineering approval; further engineering controls should be applied to the scaffolding.

19.0 WORKING ON PENETRATIONS WHERE A FALL COULD OCCUR

1. Barricade off area.
2. Workers will wear secured harnesses.
3. Remove protective mesh / ply panel carry out work.
4. Replace mesh / ply or access panel securely.
5. Remove barricade.

20.0 USE OF ELEVATED WORK PLATFORMS

RISK: COLLISION, FALLS / FALLING OBJECTS

1. Elevated Work Platforms are to only be operated by competently trained operators (boom lifts over 11 metres must be certified).
2. Ensure daily checks are done. Water levels in batteries, stop buttons work etc. and logbooks are correctly filled in.
3. Visually check for damage and defects (e.g. door closes, kickboards, loose pins, oil leaks etc).
4. Ensure the area where the Elevated Work Platform is to travel is free from obstructions, penetrations and clear of material and rubbish.
5. Ensure the SWL for the individual Elevated Work Platform is not exceeded.
6. Ensure loadings on slab, suspended slab, holsts and cranes are sufficient.
7. Do not stand on the handrails or lean out from Elevated Work Platforms.
8. Approach voids and edges side on wherever possible.
9. Barriers and signs to be erected if there is any risk of equipment or materials falling on persons below the work area.

21.0 WORKING WITH STATIC LINES

RISK: PERSONAL INJURY FROM FALLING ~

This being a High risk activity as per the Queensland Workplace Health & Safety Regulations -A SAFE WORK METHOD STATEMENT IS REQUIRED.

1. Personnel must have the appropriate training/certification to undertake these activities i.e. Installation of static lines, harness and lanyard use. Before this activity commences specific procedures must be developed.
2. Inspect all equipment for cuts, abrasions, kinks, cracks and wear.
3. Fix one of rope to solid structures, (not handrails or temporary fixtures) as high as practicable. Loop it back on its self and do up the bow-shackle put in the pin. At the other end loop the sling around the structure and fasten to the rope tensioner with the bow-shackle replace the pin. Make sure there is nothing sharp or abrasive at the fixing points.
4. Tension the rope by moving the handle to and fro until the rope is taut.
5. Ensure the rope tensioner release lever is secured before use.
6. Hook your arrester rope onto the running pulley provided.
7. To release tension ensure the handle is in the closed position and using a steel bar or heavy screwdriver release the pressure upon the rope by forcing the release collar away from the rope tensioner handle.

If there appears to be any parts missing or you are not totally confident that the system is in place properly do not use it.

22.0 TESTING AND TAGGING OF ELECTRICAL TOOLS

- 1) All tools will be tagged and tested every 3 months (in Queensland) in accordance with workplace health and safety regulations.
- 2) Tools will be tagged only by competent certified persons.
- 3) Tools will be visually checked for external damage.
- 4) Tools will be fault tested with an approved electrical testing device.
- 5) Any damaged or faulty tools will be immediately removed from site.
- 6) Any repairs will be carried out by a qualified electrical worker.
- 7) A register of all tagged tools will be kept in our site office.

23.0 WORKING FROM STEPLADDERS RISKS: FALLS / FALLING OBJECTS

- 1) Industrial ladders only to be used on site.
- 2) Work will only be permitted from stepladders when no other alternative is practicable. A Risk assessment must be undertaken to determine control measures to be used.
- 3) Stepladders not to be used to support working platform.
- 4) Access ladders shall be securely tied in position.
- 5) Check that all stiles, treads and braces are in good condition and clean.
- 6) When working off stepladders, ensure footing is placed on firm ground to avoid overbalancing when climbing.


Your Project Partner

- 7) Do not work standing above the third highest tread. Ensure the stepladder is of suitable height to safely reach work area.
- 8) The maximum stepladder height is not to exceed 2.0 metres and only tasks that allow the worker 3 points of contact shall be carried out on a ladder.
- 9) Ladders are not to be used within 3 metres of a void.
- 10) Refer Principal Contractor site rules.

24.0 GRINDERS | CUT OFF SAWS RISK: PERSONAL INJURY, SPARK DAMAGE, AND FIRE.

- 1) Cut off / drop saws are to be used in preference where ever possible. Preference is also given to the use 5" or 7" grinders, avoid the use of 9" grinders.
- 2) Grinders are to be checked for wear and visible defects (missing, loose guards etc.) prior to use.
- 3) The area must be signed; workers must wear double eye protection and hearing protection at all times.
- 4) Place guards into correct position prior to commencing work.
- 5) Ensure workers have a firm grip of the machine by using the handholds provided. Always adopt a balanced position and do not over reach.
- 6) Allow the machine to reach full speed before applying to steel/cement.
- 7) Move grinder backward and forward along the length of the material and overlap each stroke slightly by applying an even pressure.
- 8) Do not use a grinder that has a switch that does not turn off e.g. "Double Action Switch".
- 9) Never use a grinder that has a worn or damaged disc. Always ensure the power is disconnected before changing discs.
- 10) All unauthorised personnel are not permitted near area of work at any time.
- 11) Watch the direction of sparks. They can injure persons and damage glass or cause fires. Never grind near flammable materials, a fire extinguisher must be on hand.

25.0 MSDS (Material Safety Data Sheets)

- MSDS (Material Safety Data Sheets) are used as a quick guide to determine the properties of a product. This guide will provide information on what PPE (Personal Protective Equipment) should be used when handling the product. It will also provide information regarding recommended first aid/treatments which may be required. Eg. Consumption, eye contamination, inhaled, burns.
- All materials on site which are used by either USHER & SON Pty Ltd or a sub- contractor will have a MSDS located on site.
- All materials supplied by Usher & Son will have a MSDS available for perusal by both employees and non-employees. These will be located in the bullders and Usher & Son's site shed.
- For materials supplied by other contractors, MSDS are also available to all employees and non-employees of Usher & Son.
- The head contractor has copies of all MSDS from all subcontractors on site which will cover all materials and substances on site. This is available upon request.

- For information on a product which you are using or have come in contact with, see your supervisor and he will aid with PPE selection or the required treatment.
- Generally, selection of the correct PPE and usage of will help ensure your safety. Eg. Safety Glasses, Dust Masks, Gloves, Disposable Gloves.

26.0 TASK INSTRUCTION & SAFE WORK METHOD STATEMENTS

26.1 SAFE WORK METHODS

It is Usher & Son policy that safe work method statements are developed and implemented for all hazardous construction activities. As a result of the SWM, a method of doing the work safely is determined, documented and communicated to those involved in doing the work.

Each person working on the site has the following responsibilities in respect of the Safe Work Method Statements;

- Contribute as required to the identification of hazards and safe work planning,
- Ensure own understanding of agreed safe work methods,
- Ensure own compliance to the agreed safe work methods,
- Take action where others do not follow agreed safe methods,
- Look out for and respond to hazards, unsafe behaviour and unsafe conditions at all stages of the work,
- Speak up immediately if conditions arise that require changes to the safe work method.

STORAGE

- 1) Tools should be stored in a securely locked container at all times.
- 2) Tools should never be removed from containers unless for use, repair or maintenance. Tools should never be left unattended unless precautions are taken to ensure that it will not come into the possession of an unauthorised person.
- 3) Charges to be stored in a safe place at all times.

DEMOLITION WORK

This being a High risk activity as per the Queensland Workplace Health & Safety Regulations -A **SAFE WORK METHOD STATEMENT is REQUIRED.**

1. Demolition work not to be undertaken without written instruction from principle contractor to proceed.
2. Location to have warning signs and barricades.
3. Minimum number of personnel to be in area at all times
4. Personnel to have been instructed in specifics of job.
5. P.P.E to be worn at all times, personnel to be provided with instruction in the safe and proper use of equipment.
6. No unauthorised entry to works area.

USHER & SON
Your Project Partner

7. Make sure all power has been disconnected and signed off.
8. Debris to be disposed of as instructed.

building. The NCC will also reference Australian Standards regarding the materials to be used.

Different building acts will also need to be referred to such as the Building Act 1975 & Building Regulations 2006 (Qld) this will further outline different building aspects for the project. We will also need to follow local government guidelines which will be available on the local council website.

Both Coral Homes and McNab will need to carry the correct insurance, which Coral Homes does due to other project underway. As builders it's important that we have current Contract Works Insurance, which protects any construction-related activities. Both parties should have current Public Liability Insurance that provides protection in the event of a personal injury to a third party – please see attached a copy of Coral Homes PL insurance and WorkCover insurance to cover workers in an event of an accident or illness.

Before employing any trade or conducting any business we request current insurance copies to keep on file. If an event was to occur without these insurances we could be liable for monetary figures or worse.

It's important to take into consideration the environment and promote sustainability where possible. This project could take into consideration the energy efficiency, building fabrics and seals, lighting and heated water supply. These are a few easy things that this estate especially the communal facilities could inherit and evidently help the environment. Please read over the Building act 1975 and the Environmental Protection act 1994 to see where McNab could help.

It's important that any building and construction work abides by applicable by-laws for example the local government requirements and body corporate by-laws

I hope this is the kind of information you are after Gabrielle, please let me know if you need clarification.

Thanks,

Tess Dunning
Contract Administrator

To: Gabrielle Veldink – jandgveldink@mcnab.com.au
Subject: Residential Buildings - Provence estate
From: Tess Dunning - Coral Homes

Hi Gabrielle,

Here are some notes of the financial system at Coral.

As an employer because we pay taxable wages that are above the threshold we need to ensure we are registered for payroll tax. The rate varies between states and we follow the applicable Act in Queensland, which is the Payroll Tax Act 1971 (Qld).



3/4

Queensland Building Services Authority

CERTIFICATE OF INSURANCE



Queensland
Government

**SUBJECT TO THE LIMITATIONS AND EXCLUSIONS EXPRESSED IN
INSURANCE POLICY CONDITIONS, EDITION 5**

DATE OF ISSUE : 1 July 2003

RISK COMMENCEMENT DATE : 2 June 2003

DATE OF EXPIRY : 2 December 2009

THE LAND (ADDRESS) : Cassim Place
Redland Bay, Qld 4165

(Real Property Description) : Lot 48 On SP 151202

THE CONTRACTOR (NAME) : Coral Homes Qld Pty Ltd
(Address) : Po Box 497
Oxenford, Qld 4210

(Licence No.) : 1014053
New Dwelling

THE INSURED RESIDENTIAL
CONSTRUCTION WORK :

NOTIFIED CONTRACT VALUE : \$187,171.00

LIMIT OF LIABILITY : Refer Policy Condition 5

CLAIMS PAID TO DATE : NIL N.B. The maximum compensation reduces by the
amount of any claims paid.

RATE OF INTEREST : 3.25% Per Annum
(See Policy Conditions 1.3(b))

NOTE:

- This insurance policy is issued on the above notified contract value. If your contract price increases notify BSA by phoning (07) 3225 2874
- This Certificate is issued in respect of Residential Construction Work as described in the *Queensland Building Services Authority Act 1991*.
- These particulars may change through events following the issue of this Certificate.
- A current statement of this insurance position may be obtained upon written application and payment of a search fee to the BSA.

WARNING:

FOR YOUR OWN PROTECTION, READ THE ACCOMPANYING INSURANCE POLICY CONDITIONS CAREFULLY, E.G. CLAUSE 1.6(b) EXCLUDES PROGRESS PAYMENTS MADE BEFORE THEY BECOME DUE UNDER YOUR BUILDING CONTRACT.

... PLEASE READ IMPORTANT INFORMATION OVERLEAF ...

TIME SHEETS are a very important document to the payment process within Usher & Son.

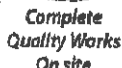
X

In Person : You can submit your TIME SHEET in person via your Usher & Son Supervisor or Project Manager, they can submit it to head office for you, or you can drop in to our head office and submit it yourself to our friendly office team.

timesheets@usherandson.com

(Remember this submission method may result in delayed payment)

expecting it.



Ensure you have filled it out HONESTLY & CORRECTLY

As an Usher & Son employee you are a part of a team, and the team depend on each other.

Before 7am to inform us that you wont be attending to your duties.

stating the reason for your absence.

not attend work on sick days.

and structure under which you are employed.

and accept the terms under which you are employed.

[illegible]

Your Full Name, Dated Correctly, True & Correct Hours worked.

✓



CORAL HOMES

TIME SHEET

Please Note: Job times should not completely overlap
in any submission on this SHEET THE FIRST

FULL NAME
CONTACT #

WEEK START DATE: / / 2012 I HEREBY DECLARE THAT THE INFORMATION PROVIDED ON THIS FORM IS TRUE AND CORRECT
WEEK END DATE: / / 2012 EMPLOYER'S SIGNATURE

DAY + DATE	JOB #	TOB NAME	WORKS COMPLETED	START	LUNCH	FINISH	TOTAL	APPROVAL
MON 1 2015								
TUES 2 2015								
WED 3 2015								
THURS 4 2015								
FRI 5 2015								
SAT 6 2015								
SUN 7 2015								

Comments

Managers Approval

Please see attached a blank timesheet which site workers wages are calculated.

Goods and services tax is a broad-based tax of 10% for goods and services sold in Australia. As we are reputable companies in the construction industry it's important that we are registered for GST as per the A New Tax System Act 1999.

When working with other contractors on a project it's important to establish who is an employee and contractor. This affects the employer's obligations, not only for tax but other areas such as superannuation and insurances. Our contractors often work on their tasks given based on the terms within the contract they signed. If needed, they can subcontract some tasks to others to get the work done.

When it comes to our invoicing all supplier invoices are to be sent to reception@coralhomes.com.au which are processed daily. All subcontractor progress claims will be emailed to the desired email from the client. We will ensure our claims are submitted at the end of each month as per BIFA and the claim will match the works carried out for the month with verifying documents.

Please find attached a past approved progress claims for reference. We hope that you will find this layout sufficient.

I will see you next week to discuss the building contract obligations.

Thanks,

Tess Dunning
Contract Administrator

To: Gabrielle Veldink – jandgveldink@mcnab.com.au

Subject: Residential Buildings - Provence estate

From: Tess Dunning - Coral Homes

Hi Gabrielle and team,

Please see below the confidential meeting minutes from yesterdays meeting.

Please let me know if you have any disputes.

**CONFIDENTIAL
MEETING MINUTES
CORAL HOMES & MCNAB**

<u>Contract Topics</u>	<u>Actioned By</u>	<u>Action Date</u>
CHOOSING THE CORRECT CONTRACT		
There are a number of different industry contracts on the market. As this project is a residential building estate its been decided by both parties that a contract will be drawn up by McNab as there are multiple parts to go into the contract and the standard contracts of offer don't highlight all the contractual needs	ALL	NOTED
MEETING CONTRACTUAL OBLIGATIONS		

The builder will carry out work as per the contract in a proper and workmanlike manner in accordance to the approved plans and specifications	ALL	NOTED
All materials supplied will be suitable for the purpose they are used for unless otherwise stated before use	ALL	NOTED
All works will be carried out in accordance and comply with all law, regulations and requirements	ALL	NOTED
All work will be completed with care and respect and in the timeframe given in accordance to the contract. If an extension is needed please ensure a 'time extension' form is completed	ALL	NOTED
The work conducted will be suitable for the occupation and the work and the materials used will be reasonably fit for the tasks	ALL	NOTED
If the party doesn't comply with these obligations as written in the contract, legal consequences may follow	ALL	NOTED
MEETING CONTRACTUAL CONDITIONS		
Ensure we are all aware of the different approvals that may be required before start construction. However, development approvals and building approval applications are already underway	ALL	NOTED
Progress claims – Ensure claims are submitted at the end of each month. The claim must match the works carried out for the month with verifying documents. Ensure you are meeting the requirements of the bank if money has been lent (there may be additional clauses in your bank contract). See attached a progress payment percentages.	ALL	NOTED

Progress Payments	
1. Deposit	5% (Contract sum)
2. Base Stage	15%
3. Frame stage	20%
4. Enclosed stage	25%
5. Fixing stage	20%
6. Practical completion	Balance

Thanks,

Tess Veldink - Contract Administrator

Industrial relations obligations

To: Gabrielle Veldink – jandgveldink@mcnab.com.au

Subject: Residential Buildings - Provence estate

From: Tess Dunning - Coral Homes

Hi Gabrielle,

Here is some information about Industrial relations obligations.



TAX INVOICE

ABN: 21 070 938 517
"Built On Trust"

30/10/2003

Mr & Mrs J Veldink
3 Camdre Court
CLEVELAND QLD 4163

Site Address: **L48 CASSIM PL, REDLAND BAY**

Dear Mr & Mrs J Veldink

We are pleased to advise that your new home has progressed to the **ENCLOSED** stage and give notice that the works have been completed as per schedule 2 of your contract, and that payment is now due within 7 working days.

Schedule 2 -Enclosed Stage means the stage when:

- (f) the external wall cladding is fixed
- (g) the roof covering is fixed, but without
 - (i) soffit linings necessarily having been fixed
 - (ii) for a tile roof- pointing necessarily having been done
 - (iii) for a metal roof-scribing and final screwing necessarily haveing been done
 - (iv) on 2-storey and split level constrcutions the roof covering on any lower level ie: portico,garage,games room are not required to be completed
- (h) the stuctural flooring is laid
- (i) the external doors are fixed (even if only temporarily), this **EXCLUDES** the garage door and any interal access door from the garage to the dwelling
- (j) the external windows are fixed (even if only temporarily)

Amount of this Invoice (inc GST):
Balance Due:

\$65,509.00
\$65,509.00

BANK DETAILS:

Direct deposit details are as follows:

Account Name: Coral Homes QLD Pty Ltd
Bank: National Australia Bank
Branch: Southport
BSB No: 084 917
Account No: 545743787
Narrative Box: (please insert your surname in the narrative box to enable us to identify your payment)

Yours sincerely,

Sheree Carter
Accounts Clerk
E. & O.E.

Payment Terms: Nett 7 days

Head Office:
PO Box 497,
Oxenford QLD 4210
Telephone: (07) 5529 4222
Facsimile: (07) 5529 4188

Newcastle Office:
PO Box 3129,
Hamilton Business Centre
Hamilton, NSW 2303
Telephone: (02) 4940 0822
Facsimile: (02) 4940 0366



TAX INVOICE

"Built On Trust"

ABN: 24 076 938 517

08/01/2004

Head Office:
PO Box 497,
Oxenford QLD 4210
Telephone: (07) 5529 4222
Facsimile: (07) 5529 4188

Newcastle Office:
PO Box 3129,
Hamilton Business Centre
Hamilton, NSW 2303
Telephone: (02) 4940 0822
Facsimile: (02) 4940 0366

Mr & Mrs J Veldink
3 Camdre Court
CLEVELAND QLD 4163

Site Address: L48 CASSIM PL, REDLAND BAY

Dear Mr & Mrs J Veldink

We are pleased to advise that your new home has progressed to the FIXING stage and give notice that the works have been completed as per schedule 2 of your contract, and that payment is now due within 7 days.

Amount of this Invoice (inc GST):
Balance Due:

\$37,434.00
\$37,434.00

BANK DETAILS:

Direct deposit details are as follows:

Account Name: Coral Homes QLD Pty Ltd
Bank: National Australia Bank
Branch: Southport
BSB No: 084 917
Account No: 545743787
Narrative Box: (please insert your surname in the narrative box to enable us to identify your payment)

Yours sincerely,
Sarah Paterson
Accounts Clerk
E. & O.E.

Payment Terms: Nett 7 days

Industrial relations is the management of work-related obligations and entitlements between employers and their employees. On January 1 2010 the Queensland industrial relations moved from a state system to a national system, which means all of Australia must comply with the same relations through the Fair Work Act 2009.

It was beneficial for the entitlements to be under a national system as the Fair Work Commission helps resolve disputes with employers, employees and the union; and employer associations who are covered by the national workplace relation system. As Coral Homes is covered under that last category - it's great to have that security in this industry. The Fair Work Commission also has the power to deal with issues such as minimum wages, awards and agreements and industrial action.

We hope by working with you on this project we wouldn't have any issues, however it's good to know that the Fair Work Commission are there for support.

Thanks
Tess Veldink
Contracts Administrator

To: Tess Dunning – tess@coralhomes.com.au
Subject: Residential Buildings - Provence estate
From: Gabrielle Dunning - McNab

Hi Tess,

Thanks for that information, we will ensure our other contractors are aware of what the Fair Work Commission does and how they can help in this industry.

Did you have any information on your subcontractors for this project?

Thanks
Gabrielle Veldink
Contract Administrator

To: Gabrielle Veldink – jandgveldink@mcnab.com.au
Subject: Residential Buildings - Provence estate
From: Tess Dunning - Coral Homes

Gabrielle,

We have just started to reach out to a number of suitable subcontractors for this project. We have meetings set up next week to discuss their capabilities, pricing and labour we will also ensure that their company's policies comply with our company's policies and obligations for the project. When the subcontractors have been chosen we will submit an agreement (which is still getting written up) for them to sign to ensure they comply with our standards.

Thanks,

Tess Veldink
Contracts Administrator

To: Tess Dunning – tess@coralhomes.com.au
Subject: Residential Buildings - Provence estate
From: Gabrielle Dunning - McNab

Hi Tess,

The standard Coral Homes agreement for subcontractors is a great idea and will help over both parties.

What relevant awards/enterprise agreements apply to Coral Homes contracts for employees?

Thanks,

Gabrielle Veldink
Contract Administrator

To: Gabrielle Veldink – jandgveldink@mcnab.com.au
Subject: Residential Buildings - Provence estate
From: Tess Dunning - Coral Homes

Hi Gabrielle,

We have a number of different staff working at Coral Homes from salary office staff, salary on site staff, tradesmen and apprentices.

All salary staff are covered under modern awards, which are based on minimum employment standards and employee rights.

Our tradesmen and apprentices are covered by an enterprise agreement, which has been written by us and approved by our employees and our legal and operations team. Once approved it was then certified by the Fair Work Commission.

See attached an example of employee contract and site allowances that complies with our workplace agreements.

Please let me know if you have any questions.

Thanks
Tess Dunning
Contract Administrator



Ref: 19055 EC MMW Cape Preston DISTANT Perm Blue Collar Letter of Offer

7 April 2015

Jeffrey VELDINK
7 Cassim Place
REDLAND BAY QLD 4165

Dear Jeffrey

RE: CAPE PRESTON PROJECT LETTER OF OFFER

We are pleased to offer you employment with (MWPL) the Company, a wholly owned subsidiary of Monadelphous Group Ltd, participating on the Cape Preston Project (**The Project**). This Offer of Employment (**Offer**) is for the performance of construction works only.

Your Employment Contract is underpinned by:

- This offer of employment;
- The MWPL Enterprise Agreement 2013 (**Agreement**) which is publicly available from Fair Work Australia and available on request from your recruitment officer;
- Applicable policies and procedures, as well as domestic rules and construction village conditions as amended from time to time; and
- The attached Project Specific Arrangement. The Agreement sets out the minimum conditions of your employment. Total weekly payments under your Employment Contract will significantly exceed the minimum payments that are required to be made for working equivalent hours under the Agreement.

Please note that as MWPL is a wholly owned subsidiary of the Monadelphous Group and all persons employed on the works will be identified as Employees of Monadelphous.

Please read the following conditions carefully before accepting this Offer. If the terms and conditions of the Offer are acceptable to you, please initial each page, sign the last page and return the signed copy. By signing this Offer you acknowledge and accept all conditions referenced to or detailed in this Offer.

The details of your engagement are as follows:

- You will be engaged as a weekly hire Employee. Your expected period of employment is in association with the term of the Project, dependant on operational requirements once on site.
- Your work location will be on the Cape Preston Project located approximately 100 km south-west of Karratha in Western Australia.
- Your specific point of hire (POH) is **Brisbane, QLD** and remains as such for the duration of your employment on the Project.
- Your classification will be **Painter**. However you may be required to perform other tasks as per operational requirements
- The expected commencement of your employment will be on **16 April 2015** however this may be subject to change according to operational requirements. We will keep you advised.



PROBATIONARY PERIOD

During your first 3 months of service on the Project you will be subject to a probationary period in which your performance will be closely monitored. The notice period to be given will be one (1) week by either party during this period. Employment status will be confirmed following satisfactory performance during the probationary period.

FIBROUS MATERIALS MANAGEMENT

During the term of this Project, the Site will be in whole or in part, an operating mine site. As such, it is expected that some work areas will be classified as 'designated areas' and 'P2 areas' for the purposes of fibrous materials management.

At all times whilst working in these areas, you must comply with the Site health and safety rules, procedures and policies which includes wearing properly fitted P2 respirator.

CLEAN SHAVEN REQUIREMENTS

As above, there are work areas on site where P2 respirators will be required to be worn. Facial hair such as beards or stubble growth may prevent an adequate seal between the wearer's face and the fitting surface of Respiratory Protective Equipment (RPE), therefore, you will be required to be clean shaven each day you attend for work.

Should you attend work without being clean shaven, you will be subject to disciplinary action which may lead to the termination of your employment.

REST AND RECREATION (R&R)

After each twenty eight (28) days' service on site, you are entitled to a maximum of seven (7) days, inclusive of weekends, for R&R. MEA will return you to your POH by economy class air travel. The taking of the R&R may have to be varied (plus or minus) to suit operational requirements. Generally you will leave the Project on the completion of your last day of your roster and fly back to site on the last day of your R&R.

ACCOMMODATION AND MEALS

As a distant Employee, you will be provided with accommodation and meals whilst you are engaged on the Project. Whilst you are so accommodated you must follow all associated rules and procedures.

Your acceptance of this Offer involves acceptance of all accommodation rules and procedures and it is your personal responsibility to familiarise yourself with these rules. Please be aware, you will be required to vacate your single person's quarters and remove all belongings at the completion of each swing, suitable secure storage facilities will be provided. Failure to comply with this Clause will be considered a serious breach of your condition of employment and may result in withdrawal of accommodation and depending on the circumstances may result in termination of employment.

You shall comply with the accommodation rules at all times and as acknowledged by you under the Camp & Community Code of Conduct.

DUTIES

You will be required to carry out all duties that are incidental or peripheral to your main tasks or functions and within your skill, competence and training as may be lawfully required by the Company.

Your Supervisors will explain your job duties and responsibilities throughout the Project.

VERIFICATION OF COMPETENCY

Your offer of Employment is subject to verification of your competency and passing specific training courses as advised by the Company or our Client, in the offered position as outlined in this Offer. In the presence of your current qualification/s, the Company reserves the right to request you undertake additional assessment to ensure you are appropriately qualified in your position. The Company may



withdraw this Offer of employment at its' sole discretion should the results of your competency assessment or training assessments/courses not be considered suitable.

PROOF OF RIGHTS TO WORK IN AUSTRALIA

Your offer of Employment is subject to verification of your rights to work in Australia. You must provide documentation to the satisfaction of the Company detailing your right to work in Australia. The Company may withdraw the offer of employment should you fail to provide documentation that satisfies the Company. Should your work rights change in the future you must notify the Company immediately, if work rights are withdrawn then your employment will cease.

LICENCES AND CERTIFICATES

It is a condition of employment that all of the necessary licences and certificates required by you to carry out your duties be kept current at all times and that should there be any changes, suspension or cancellation to your licences you shall notify your Supervisor immediately. You must submit a copy of all licences to the Company.

In the event that a suspension or revocation of a licence or certificate results in your being unable to carry out the requirements of your position and the Company is unable to provide alternative duties, the Contract of Employment will be deemed to have been terminated by your actions

BEHAVIOUR AND CONDUCT

Behaviour or conduct that interferes with the efficient performance of work or which threatens the safety of others or the harmonious nature of workplace relations is unacceptable, and may lead to disciplinary action which may include termination of employment. Such unacceptable behaviour may include, but is not limited to, the following:

- any breach of site or Company safety requirements;
- fighting or use of abusive or obscene language;
- inappropriate behaviour in and around the neighbouring communities;
- indecent or obscene conduct or harassment of any form;
- theft, abuse or destruction of property belonging to the Company, Employees or visitors to the workplace;
- false or malicious statements concerning an Employee, the Company or its products;
- failure to comply with accommodation rules and procedures;
- possession of or consumption of any alcoholic beverages or unauthorised drugs on the work site, including reporting for work whilst under the influence of alcohol or other unauthorised drug;
- unauthorised removal or falsification of any Company records or document;
- tardiness or unauthorised absences from work; and
- failure to comply with instructions or directions given by a Supervisor, team leader or other person with appropriate authority; and
- any breach to quarantine requirements.

SITE SECURITY

You will receive a project security and ID pass following your orientation and you will be required to follow all Project security rules. Project access will not be granted without your pass.

The pass must be carried at all times while on the Project. Should you lose your ID pass, you will be responsible for any costs associated with replacing the pass. An employee who allows or is involved in the unauthorised use of personal identification shall be subject to dismissal for misconduct.



All Employees are required to comply with site requirements for lighters, matches, telephones, camera or other source of ignition. Employees who breach such requirements will be deemed to be guilty of serious misconduct and may be liable for dismissal.

On termination of employment from the Project the identity pass must be returned to the Company. Should this not be returned, the cost of replacement will be deducted from your final payment on the Project.

To reduce the risk of theft of Company and or personal belongings your bags and other items are liable to be examined at the construction project entry and exit points. Acceptance of employment shall be deemed as acceptance of these conditions and we ask you to cooperate with any project security personnel in this matter.

The Company also reserves the right to examine and inspect any package, bag container or vehicle you may carry or drive into or out of Company work areas.

FITNESS FOR WORK

Fitness for work encompasses all physical, psychological and social factors and impairment of fitness for work can be due to a range of factors, either individually or in combination, including medical conditions and/or stress, alcohol and/or other drugs or fatigue.

A condition of your employment is that you successfully pass a pre-employment medical and/or functional assessment prior to your commencement on the Project. The contract of Employment may be withdrawn and the Companies sole discretion should the results of the medical assessment not meet the Company requirements.

The Company is committed towards our obligation to provide safe systems of work and to eliminate hazards in the workplace. Part of the duty of care includes taking reasonable precautions to ensure all Employees are in a fit state to work so as to minimise the risk to you and to others. You have a duty to ensure that you take all reasonable care not to expose yourself or others to unnecessary health or safety risks. It is your obligation to ensure you are in a fit state to work at the start of the day and throughout the work period.

You will be subject to alcohol and drug testing both at the commencement of your employment, as part of the Company's selection process, and regularly throughout your employment.

You will also be subject to the requirements of the Client's Fitness for Work Policy on site, and you will undergo random drug and alcohol testing in accordance with the procedures contained in that policy.

In accordance with the Agreement, references to fitness to work, safety policies and procedures do include policies and procedures regarding random drug and alcohol testing on site.

A positive result to these tests will result in disciplinary action which may include termination of employment.

Your acceptance of this Offer includes acceptance of off and on site medical assessments including drug and alcohol testing in accordance with applicable Fitness for Work policies and procedures.

Similarly, the possession of illicit substances (i.e. drugs) on the work project or in the accommodation village is strictly prohibited and will lead to disciplinary action including possible withdrawal of accommodation, which may result in the termination of your employment. Any Employee taking any prescription medication must inform the Safety Adviser prior to commencement of work on the Project.

SAFETY

You shall comply with the Company and Client Project Safety Management Plans, Safe Work Procedures and Safety Policies (as amended from time to time), as well as all relevant Acts, Regulations and other Codes of Practice. The Company and Project Specific safety plans, procedures and policies are available for review at the Company site office.



The Project is subject to stringent safe working rules and procedures and you will be required to work and act in a manner that does not constitute a hazard to yourself or any other person. Further information on safety will be provided at your induction on site and during the course of the Project.

To eliminate unsafe work practices all unsafe acts or hazardous conditions, accidents, incidents, injuries or near misses must be reported to your Supervisor or the Safety Advisor in a timely manner and ideally as soon as practicable following its occurrence. Failure to report an accident, incident, injury or near miss and/or failure to report an accident, incident, injury or near miss in a timely manner is a serious matter and may result in disciplinary action, up to and including the termination of your employment.

Similarly, should you disregard any safety rules or directions given by your Supervisor or management it will be considered a serious breach of conduct and may lead to immediate dismissal.

INCLEMENT WEATHER

It is a condition of your employment that you will be required to comply with the Site Inclement Weather Policy which details your responsibilities concerning inclement weather experienced on the project site.

HYGIENE

Crib rooms and toilets are supplied for your use and are to be used for the appropriate purposes. You must maintain a satisfactory standard of hygiene at all times.

SMOKING

The site has designated no smoking areas and you are advised that it is a serious breach of site safety regulations to smoke within these areas. Failure to comply with the smoking policy will result in disciplinary action.

MOBILE PHONES

The use of mobile phones or other electronic equipment is a distraction and can be a hazard for you or your work colleagues; therefore their use on the work site is restricted to Management and Supervisory personnel who require access to a mobile phone for site communication purposes. Should there be a specific reason requiring you to carry a mobile phone (e.g. imminent birth) then you should see the Construction Manager who may approve it as a temporary exception. Should you be found using a mobile phone without prior approval at any time inside the site security gate, you will be subject to disciplinary action, which may lead to termination of employment.

EMPLOYEE RECORDS

Under its contract with the Client, the Company may be audited to ensure it is appropriately paying its Employees engaged on the Project. By agreeing to work on the Project you accept that the Company may show relevant parts of your employment records to the Client so that the Company can comply with its contractual obligations.

SET OFF

You agree that any remuneration or benefit which you receive under Your Contract of Employment which exceeds an entitlement under the Fair Work Act 2009 (Cth) or any other applicable State or Federal legislation or subordinate law as amended from time to time or the Agreement (collectively known as the Industrial Laws) can be set off against a claim for payment of another entitlement. Set off of payments against a claim for an entitlement under the Industrial Laws can continue after your employment is terminated.

Any remuneration or benefit which you receive from the Company for any day, week or month under the Offer and attached Project Specific Arrangement which is in excess of your entitlements under the Industrial Laws, is in satisfaction of any entitlement for any other days, weeks or months in the same calendar year in respect of which the Remuneration may be less than your entitlements under the Industrial Laws, and may be set off against any or all such entitlements.



LAPSE OF OFFER

Please note that if after seven (7) days from the date of this correspondence the Company has not received written acceptance of this Offer, by way of your acknowledgement below, then the Company may withdraw this Offer, rendering it null and void.

If you are in any doubt or you wish to query any matter relating to wages and/or conditions, please contact your Recruitment Officer on (08) 9315 7450.

Welcome to the team. We look forward to you making a valuable contribution to the Project.

Yours sincerely

Damien Johnson
Project Manager
Cape Preston Project

CONFIRMATION OF AGREEMENT

I have read and understand the foregoing terms and conditions and agree to comply with them.

Jeffrey VELDINK

Employee Name

Employee Signature

Date

Witness Name

Witness Signature

Date

PROJECT SPECIFIC ARRANGEMENT

1.0 ADDITIONAL ALLOWANCES AND SPECIAL PAYMENTS

1.1 Site Allowance

A flat site allowance of \$4.80 for each hour worked shall be paid in recognition of all the disabilities associated with work performed on construction activities in the North-West of Western Australia. The disabilities shall include, but are not limited to, heat, height, dust, confined space, dirty work and extremes of terrain and all special rates and provisions.

1.2 Leading Hand Allowance

An Employee specifically appointed by the Company as a leading hand shall be paid as provided hereunder and this amount shall form part of the Employees all-purpose rate;

- | | | |
|-----|---|------------------|
| (a) | If placed in charge of not less than three (3) and not more than nine (9) other employees | \$34.30 per week |
| (b) | If placed in charge of ten (10) or more employees | \$44.40 per week |

1.3 Tool Allowance

Where a **metal or electrical tradesperson** at the company's request, provides their own tools, the employee shall be paid an all-purpose tool allowance of \$13.60 per week.

Where a **tradesperson Painter** at the company's request, provides their own tools, the employee shall be paid an all-purpose allowance of \$6.20 per week.

Where a **tradesperson Carpenter/Plumber** at the company's request, provides their own tools, the employee shall be paid an all-purpose tool allowance of \$25.80 per week.

1.4 Welding Allowance

An Employee who is tested and meets the welding requirements set by the Company and the requirements of Australian Standard AS 1554 SP – Welding of Steel Structures and who is engaged on work requiring such qualifications and is required to carry out welding work in accordance with AS1554SP or similar standard should be paid an all-purpose allowance of \$16.50 per week for arc welding on structural steel.

An Employee engaged by the Company to perform the full range of duties involved in welding work as listed below will be paid one of the following all-purpose allowances.

- | | | |
|-----|---|-------------------|
| (a) | Engaged on welding alloy pipes, vessels and tanks other than included in items b, c and d of this subclause, including materials such as 304, 310, 316, 904 stainless steel and chrome molybdenum | \$71.50 per week |
| (b) | If engaged on carbon steel process pipe, vessels and tank. | \$52.25 per week |
| (c) | If engaged on welding high nickel alloy, pipes or vessels including materials such as: alloy 31, alloy 59, 2507 super duplex and 2205 duplex. | \$80.85 per week |
| (d) | If engaged on welding titanium and titanium clad steel pipes or vessels. | \$102.92 per week |

These allowances only apply from the time the Employee concerned has commenced work on site and has passed the tests required and qualified at the levels set out above. These allowances shall not apply to Employees engaged on tack welding and are not cumulative. Only the highest allowance that each Employee has been tested to and assessed as competent shall apply.



1.5 Mechanical Fitter – Special Class

A mechanical fitter holding a current tradesperson certificate or tradesperson rights recognition and is able to and/or required to perform work on fluid power circuitry and/or diagnose fluid power circuitry, will be paid an all-purpose allowance of \$0.73 per hour.

1.6 Tradesperson – Special Class

A boilermaker or pipefitter holding a current tradesperson certificate or tradesperson rights recognition and is able to and/or required to mark off, read plans, make templates, set out, fit up pipes or fit up plates will be paid an all-purpose allowance of \$0.71 per hour.

1.7 Application of Allowances

The Allowances out lined in clauses 1.4, 1.5 and 1.6 above are not cumulative. An employee will not be entitled to be paid more than one allowance at a time. Should two or more allowances be applicable (eg Welding Allowance and Tradesperson – Special Class) the employee shall be entitled to receive the highest allowance only).

1.8 Carpenters Allowance

A carpenter holding a current tradesperson certificate and working on the project as a carpenter (setting out) will be paid an all-purpose allowance of \$0.44 per hour.

1.9 Electrician's Licence Allowance

A tradesperson who holds, and in the course of employment may be required to use, a current "A" or "B" Grade License issued pursuant to the relevant regulation in force under the *Electrical Licensing Regulations 1991* will be paid an all-purpose allowance of \$46.80 per week.

1.10 Electrician's Special Allowance

A special allowance of \$28.10 flat per week is payable to electrical employees engaged in the electrical trades classifications set out in the Electrical Wage Rates schedule.

An electrical apprentice shall receive a percentage of the special allowance, being the percentage which appears against their year of apprenticeship.

1.11 Electrical Commissioning Allowance

An electrical tradesperson who has not less than two (2) years on the job experience and who during commissioning work is engaged on complex and intricate circuitry and is able to perform such work without supervision will be paid an all-purpose allowance of \$30.60 per week while performing such work.

1.12 First Aid Allowance

An employee holding either a St John of God Ambulance Workplace First Aid, Senior First Aid Certificate of the St John Ambulance Association or equivalent qualification from the Australian Red Cross Society, appointed in writing by the Company to perform first aid duties, shall be paid a flat allowance of \$8.50 per week.

1.13 Location Allowance

A location allowance of \$23.00 per week shall be paid to employees supplied with Company provided accommodation for each week they are employed on the Project.

The location allowance specified above shall be varied by, and such variation shall operate in accordance with, the location allowance general order issued by the Western Australian Industrial Relations Commission.



1.14 Project Completion Payment

- (a) In any week where an Employee is ready, willing and available to work in accordance with their contract of employment and the Company's lawful requirements and in particular, strictly following the procedures for resolving grievances as provided for in the Agreement, and additional payment of \$180 per completed week of service on site will be accrued by the Employee and paid out on completion of the Employees employment on the Project.
- (b) In any week in which an Employee engages in any form of industrial action that ceases or disrupts operations, the payment shall be forfeited in full.
- (c) The allowance shall also be forfeited on a pro rata basis with respect to any other unauthorised absences. Further, an Employee who commences or terminates employment during the week shall only accrue those days the Employee worked on site within that week.
- (d) For the purpose of pro rata entitlements under this , the allowance will be calculated at the rate of \$25.71 per day.
- (e) For the purposes of this clause, a Completed Week of Service shall include, time not worked due to annual leave, paid personal leave (including sick and carer's leave), compassionate leave, jury service, R&R leave days, public holidays, RDOs, workers compensation to a maximum of two (2) weeks, and approved unpaid leave taken in conjunction with R&R leave.

1.15 Redundancy/Severance Payment

- (a) Subject to subclauses (c) and (d) hereof, Employees shall be entitled to a severance payment of \$60 per completed week of service.
- (b) The severance payment shall accrue weekly and be paid out to the Employee at the completion of the Employee's term on the Project
- (c) To qualify for this payment on termination, the Employee;
 - Must have remained in employment with the Company for at least 4 weeks; and
 - Must not be terminated for misconduct or poor performance.

This payment will not accrue for any week in which the Employee;

- Ceases or commences employment during that week;
 - Does not comply with reasonable directions of the Company;
 - Is not ready willing and available to work in accordance with the Company's lawful requirements;
 - Takes an unauthorised absence from work; or
 - Engages in industrial action of any nature which ceases or disrupts operations.
- (d) This provision does not apply to apprentices.

2.0 EMPLOYMENT ARRANGEMENTS

2.1 Superannuation Contributions

The Company will contribute superannuation on behalf of each Employee in accordance with the provisions of the Superannuation Guarantee (Administration) Act 1992. This contribution shall be made to the C+Bus, Westscheme or Connect Superannuation Funds or any other complying Superannuation Funds agreed between the Company and the Employee.

Nothing in this sub-clause is intended to override the provisions of the Superannuation Guarantee (Administration) Act 1992.



2.2 Payment of Wages

Wages shall be paid weekly on the day nominated by the Company by electronic funds transfer into the Employee's account. In any week on which a holiday falls on the normal pay day, wages and pay slips shall be provided on the preceding day.

2.3 Casuals

A casual Employee shall be paid a loading of 25% in addition to the ordinary rate of pay for their relevant classification. This loading will be paid for all purposes and is in lieu of any entitlement to paid leave.

2.4 Income Protection

The Company will provide income protection insurance for Employees engaged on the Project up to a maximum cost of 1.8% (inclusive of GST and Stamp Duty) of an Employee's gross earnings.

Subject to falling within this cost the policy will provide for:

- (a) Cover for 100% of an Employee's average earnings up to a maximum of \$1900 per week for 104 weeks applying to personal injury or sickness.
- (b) An excess (waiting) period of 14 days (except sporting injuries - 28 days) applying to personal injury or sickness.
- (c) Cover for casual Employees with more than one week's continuous employment under this Project Specific Arrangement.

The Company will take all necessary steps to ensure that its Employees are covered by the above income protection insurance and shall complete all forms and assist Employees to lodge any claims against the policy (where requested by the Employee).

2.5 Mobilisation and Demobilisation

- (a) This Clause shall only apply to distant Employees.
- (b) Unless agreed otherwise by the Company at the time of engagement or mobilisation to the site, the point of hire for distant Employees shall be Perth.
- (c) The Company shall arrange transport by economy air travel for Employees engaged as distant Employees from their point of hire to the Project at the commencement of employment and return at the conclusion of the Employee's employment.
- (d) Employees who leave their employment prior to the completion of three (3) months service with the Company will have the equivalent cost of the forward economy airfare from Perth to the Project deducted from final monies owing.
- (e) Employees on mobilisation or demobilisation shall be paid travel time of 4 hours at the ordinary rate of pay.

2.8 Rest and Recreation Leave

- (a) A distant Employee is an Employee who is engaged or selected or advised by the Company to proceed to the Project to perform duties under their contract of employment and the Employee does so such that the Employee cannot return to their usual place of residence each night.
- (b) The Company shall obtain and the applicant shall provide the Company with a statement in writing of their usual place of residence and their current place of residence, at the time the Employee is engaged and no subsequent change of address shall entitle an Employee to the provisions of this clause unless the Company agrees.
- (c) Provided that documentary proof of address such as long service leave registration card or driver's license may be accepted by a Company as proof of the Employee's usual place of residence on engagement in lieu of the statement in writing referred to in paragraph (b) above.



- (d) The Employee shall inform their Company in writing of any subsequent change in their usual place of residence.
- (e) The address of the Employee's usual place of residence and not the place of engagement shall determine the application of this clause.
- (f) Distant Employees as defined shall be entitled to one week of rest and recreation leave (R&R) after the completion of 28 days continuous service on site.
- (g) The Company will provide an economy airfare ticket to the Employee's point of hire or to another mutually agreed place and return to site, provided the actual cost to the Company including where applicable FBT liability does not exceed the cost of an economy airfare available to the Company from the Project to Perth and return.
- (h) The Company will be responsible for all air bookings associated with the taking of R&R.
- (i) The R&R leave shall be taken as soon as practicable after it becomes due as agreed between the Company and Employee.
- (j) Management must approve all changes to R&R dates after flights have been booked by MEA. You may be liable for the cost of any flight you have missed or for making changes to your flights if such changes are initiated by you.
- (k) To ensure a proper period of recuperation, an Employee shall have a minimum period off site on R&R leave of at least two (2) days and an adjacent weekend.
- (l) Payment on R&R leave will be as follows:
- >First R&R: :two (2) R&R days paid at 14.4 hours at the ordinary rate;
:accrued rostered days off may be taken concurrent with R&R leave
:any additional time off is unpaid leave.
 - >Subsequent R&R's : :one (1) R&R day paid at 7.2 hours at the ordinary rate;
:one (1) unpaid R&R day;
:accrued rostered days off may be taken concurrent with R&R leave;
:any additional time off is unpaid leave.
- (m) There shall be no payment for travelling time or other costs that may be incurred when an Employee is on R&R including departing from the site to the Employee's point of hire and returning to the site after a period of R&R.
- (n) Time off on R&R does not count towards service for determining the next R&R cycle.
- (o) Employees who qualify for the provisions of this sub-clause may return to their home or any other place mutually agreed between the Company and the Employee at Christmas, provided the cost to the Company including where applicable FBT liability does not exceed the cost of an economy airfare available to the Company from the Project to Perth and return –
- by taking the entitlement to R&R prior to the completion of the next accrual period; or
 - by taking R&R in advance but, if by service subsequent to the taking of R&R an entitlement to that R&R does not accrue, any payment of ordinary pay for that period of R&R and the cost of airfares shall be refunded to the Company unless the services of the Employee are terminated by the employer through no fault of that Employee. For the purposes of this provision, the Company may deduct any amount to be refunded from any monies otherwise due to the Employee under their contract of employment.

- (p) An Employee who does not return from R&R on the due date, will be deemed to have abandoned their employment unless satisfactory notification (within twenty-four (24) hours of due date of return) is given to the Company, as to the reason why the Employee did not return to work at the scheduled time.
- (q) The Company will confirm abandonment of employment by registered mail to the Employee's last known address within two (2) days of the due date not being met.

2.9 Transport Arrangement

- (a) The Company will provide transport to and from the Company provided accommodation and the site for distant Employees covered by this Agreement.
- (b) Where travel time:
 - i. Exceeds 20 minutes each way; and
 - ii. The travel is undertaken outside of normal working hours,then the Employee will be paid for travel time in excess of 20 minutes each way at the Employee's base rate of pay.
- (c) Distant Employees transported by the Company from Company provided accommodation in Karratha shall be paid a travel allowance of 1 hour and 50 minutes per day (55 minutes each way) at their base hourly rate of pay.
- (d) No payment shall be made for travel that is undertaken during normal working hours.

3.0 HOURS OF WORK

- (a) The ordinary hours of work shall be an average of thirty-six (36) per week over a defined work cycle and may be worked on any or all of the days of the week Monday to Friday inclusive, and except in the case of shift workers, be worked between the hours of 6.00am and 6.00pm. In addition to the employees will accrue four (4) ordinary hours per completed week towards a Rostered Day Off (RDO).
- (b) The Company will determine the actual method of working ordinary hours. Where the Company wishes to alter the working hours, it may do so by agreement with the majority of Employees affected by the change or where no agreement is reached, by providing one (1) week's notice of the proposed change.
- (c) However, to meet operational requirements, the spread of ordinary hours may be altered by mutual agreement between the Company and the majority of Employees in the work area or areas concerned.
- (d) The ordinary hours of work shall be consecutive except for an unpaid meal break, which does not exceed half an hour.
- (e) Work done outside the ordinary hours shall be payable at overtime rates as provided for by this Agreement.
- (f) Where an employee is required to work during a scheduled shut down or tie in that will require 24 hours continuous coverage on site, arranged on the basis of two 12- shifts, shall be entitled to be paid a 30 minute meal break paid at the ordinary rate of pay in lieu of clause 3.0 (d).

3.1 Overtime

- (a) The nature of the Project is such that Employees will be required to work reasonable overtime. For the purposes of assessing the reasonableness of hours worked, hours of work will be averaged over a 12 month period.
- (b) Overtime will be assigned on the basis of specific work requirements.

3.3 Shift Work

- (a) Night Shift is likely to be worked on the Project and as a condition of employment, the Employees accept to work night shift when required to do so by the Company.
- (b) The Company can require Employees to work night shift, but before it does so, it must give twenty-four (24) hours notice of intention to introduce night shift. The notice will include advice of the intended starting and finishing times of the respective shifts. However, less than 24 hours notice may be given in the event of safety or emergency requirements.
- (c) For the purposes of this clause, night shift work means any shift commencing at or after 6.00pm and finishing subsequent to midnight and at or before 8.00am.
- (d) Ordinary hours for shift Employees will average thirty-six (36) hours per week over a defined work cycle.
- (e) Where less than five (5) consecutive shifts are worked then Employees shall be paid at overtime rates in lieu of shift loading, except when the shift process has come to an end in the last week and less than five (5) consecutive days is required to finish the work.
- (f) The consecutive nature of shifts will not be regarded as broken, if work is not carried out on an RDO, public holiday, Saturday or Sunday.
- (g) The ordinary hours on night shift will include a paid meal break not exceeding thirty (30) minutes.
- (h) In addition to the wages paid under this Agreement, Employees on night shift work shall be paid a flat loading of 25% of the ordinary rate for each hour worked.

3.4 Rest Periods and Meal Breaks

- (a) A rest period of twenty (20) minutes without deduction of pay shall be allowed each morning at a time determined by the Company.
- (b) Except in the case of shift work an Employee shall be entitled to an unpaid meal break not exceeding thirty (30) minutes duration on each day, Monday to Sunday inclusive.
- (c) The Company may stagger the meal break to meet operational requirements but may not, without first obtaining agreement of an Employee postpone the meal break beyond the normal scheduled commencement time. If the meal break is delayed by more than one hour, the Employee shall be paid at overtime rates for all time worked after the one-hour delay until the break is taken.

4.0 TERMINATION OF EMPLOYMENT

4.1 Notice by the Company

The Company will provide notice of termination of employment (or payment in lieu of such notice) to all Employees as follows:

Period of Continuous Service	Period of notice
Casual Employee	1 day
During the first 12 months of service	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

If at the time of termination an Employee is aged 45 years or older, and has completed two years continuous service, the period of notice provided by the Company will be increased by one week, provided that the Employee will not be required to provide additional notice because of age.



- (c) If it is necessary to withdraw overtime, the Company will provide Employees with adequate notice (at least one (1) hour during Monday to Friday and at least two (2) hours on a weekend). However, overtime will not be withdrawn without good reason. The Company will not be required to give notice of withdrawal of overtime in the event of any industrial action that affects the Project.
- (d) All work performed outside of the ordinary hours on any day Monday to Friday inclusive, shall be paid for at the rate of time and one-half for the first two (2) hours and double time thereafter.
- (e) Work done prior to 12.00 noon on a Saturday shall be paid for at the rate of time and one-half for the first two (2) hours and double time thereafter.
- (f) Work done on Saturdays after 12.00 noon or on a Sunday shall be paid at the rate of double time.
- (g) Work done on any day prescribed as a holiday under this Agreement, shall be paid at the rate of double time and one-half except where another day is substituted
- (h) For the wellbeing of Employees, the Company shall ensure wherever reasonably practical, that no Employee shall be required to work so much overtime that they do not have at least ten (10) consecutive hours off duty from completing one days work to the commencement of the next days work.
 - If on the instructions of the Company an Employee continues or resumes work without having had ten (10) consecutive hours off duty, the Employee shall be paid at double time until released from duty for such period and the Employee shall then be entitled to be off duty until the Employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working hours occurring during the absence.
 - For the purposes of this paragraph, overtime worked as a result of a recall shall not be regarded as overtime when the actual time worked is less than four (4) hours on the recall.
- (i) An Employee recalled to work after leaving the job shall be paid at least three (3) hours at overtime rates.
- (j) Where an Employee commences weekend overtime work and is subsequently informed that the Employee is not required to work overtime, the Employee shall be paid a minimum of four (4) hours work at the applicable overtime rates. If the Employee arrives for work but has not commenced weekend overtime work and is advised that overtime is not required, the Employee shall be paid a minimum of two (2) hours at the applicable overtime rates.
- (k) Where an employee is called-out to work after leaving the site;
 - a. The employee shall be paid for at least four (4) hours at overtime rates; and
 - b. Time reasonably spent in getting to and from work shall be counted as time worked.

The Company may required the called out employee to carry out additional duties beyond the initial reason for the call out.

3.2 Rostered Days Off

Working hours will be arranged on a system that provides for an Employee to accrue two (2) rostered days off over a four (4) calendar week work cycle. This will be done by the Employee working forty (40) ordinary hours each week, being paid thirty-six (36) hours ordinary pay and accruing four (4) hours ordinary pay towards a rostered day off. This enables an Employee to accrue two (2) rostered days off (RDO) per four week work cycle.

Accrued rostered days off may be taken concurrently with R&R leave provided that should an Employee's services on the Project be terminated with any such accrual not taken, the Employee shall be given payment in lieu of that accrual.



This clause does not apply where an Employee's employment is terminated for serious misconduct, in which case payment of wages shall be up to the time of the dismissal only.

The Company may either require the Employee to work out the notice period or may make payment in lieu of notice not provided. Payment shall be at least the amount the Company would have been liable to pay to the employee at the full rate of pay for the hours the employee would have worked had the employment continued until the end of the minimum period of notice.

4.2 Notice by the Employee

A weekly hired Employee may terminate their employment by giving one (1) weeks' notice of termination. Should the Employee not give this notice, the Employee will pay the Company an amount equal to the total of all amount that, if the Employee would have worked had the employment continued until the end of the notice period and the Company would have become liable to pay the Employee for that work.

4.3 Abandonment of Employment

If an Employee fails to attend work without contacting the Company to explain their absence; the Company shall attempt to contact the Employee, usually by phone. If the Employee cannot be contacted by phone or other reasonable means and fails to attend on the following 5 working days without contacting the Company to explain their absence, the Employee may be deemed to have abandoned their employment.

4.4 Return of Property

Upon termination of employment for any reason:

An Employee must return to the Company immediately all property belonging to the Company;

If the Employee is not on site or is unable to collect their property before leaving site, the Company will take all reasonable steps to immediately return the Employee's property to their usual place of residence.

Nothing in this clause shall affect the Company's right to dismiss an Employee for misconduct without notice and in such case the Employee shall be paid wages only up until the time of dismissal.

5.0 LEAVE PROVISIONS

5.1 Annual Leave

- a) An Employee is entitled to four (4) weeks of paid annual leave for each year of service. An Employees entitlement to paid annual leave accrued progressively during a year of continuous service in accordance with the Employees Ordinary Hours (equivalent to approximately 2.769 hours for each completed week of continuous service).
- b) For the purpose of this clause, continuous service shall include time not worked due to annual leave, paid personal leave (including sick leave and carers leave), and compassionate leave.
- c) An employee before going on annual leave will be paid the wages the employee would have received in respect of ordinary time the employee would have worked, had the employee not been on leave during the relevant period plus a loading of 17.5% calculated on the employees rate of pay.
- d) Subject to the provisions of the *Fair Work Act 2009*, annual leave shall be given and taken as agreed between the Company and Employee.
- e) If a public holiday is observed on an ordinary working day during the period of annual leave, that day will not be counted as annual leave (i.e. the annual leave is increased by one day for each public holiday).
- f) Where the Company seeks to close down the site or sections of the site for the purposes of allowing annual leave to be taken by most of its Employees, it shall give its Employees at least four (4) weeks' notice of its intention to do so.

- g) At time of termination all untaken accrued annual leave shall be paid out, provided that in the case of termination on account of misconduct, loading is not payable.
- h) The provisions of this clause shall not apply to casual Employees.

5.2 Personal Leave

General Conditions

- a) An Employee is entitled to ten (10) days of paid annual leave for each year of service. An Employees entitlement to paid personal leave accrued progressively during a year of continuous service in accordance with the Employees Ordinary Hours (equivalent to approximately 1.3846 hours for each completed week of continuous service).

Personal leave is to be paid for the Ordinary Hours that the Employee would reasonably have expected to have worked at the Ordinary Hourly rate.

Personal leave that is accrued but not taken shall accumulate from year to year.
- b) On lawful termination of their employment under this Project Specific Arrangement an Employee (except an Employee dismissed for serious misconduct) with personal leave accrued under the terms of this Project Specific Arrangement, which has not been taken, shall be paid the amount of outstanding personal leave hours at their Ordinary Hourly rate of pay.
- c) An Employee dismissed for serious misconduct is not entitled to any payment for untaken accrued personal leave upon termination.
- d) The provisions of this clause do not apply to casual Employees.

Sick Leave

- e) An Employee who is unable to attend or remain at the place of employment during ordinary hours of work by reason of personal illness or injury shall be entitled to take accrued personal leave during such absence in accordance with the provisions of this clause.
 - i. An Employee shall be entitled to pay at their ordinary hourly rate for those ordinary hours not worked by them on any day due to personal illness or injury.
 - ii. An Employee shall not be entitled to claim payment for personal illness or injury nor will the Employee's personal leave entitlement be reduced if such illness or injury occurs on the day the Employee is not scheduled to be at work.
 - iii. If at any time an Employee is absent on the ground of personal illness or injury for a period longer than their entitlement to paid personal leave, the Employee is not entitled to payment in respect of such absence.
- f) To be entitled to payment in accordance with this clause the Employee shall meet the following criteria:
 - i. As soon as reasonably practicable advise the Company of their inability to attend for work, the nature of the illness or injury and the estimated duration of the absence; provided that such advice, other than in extraordinary circumstances shall be given to the Company within one (1) hour of the commencement of absence.
 - ii. If absent for more than two (2) days, or absent for more than two single days in any twelve (12) month period of employment, the Employee must produce a medical certificate, or if not reasonably practicable for the Employee to give the Company a medical certificate, a statutory declaration, to the Company in respect of all future absences in that year and the Company shall advise the Employee in writing of this requirement.
 - iii. Following the Employee's return to work, the Employee must submit an application to the Company indicating the reason for the absence. For such a reason to be accepted by the Company, it must involve the Employee's personal illness or injury.

Non-Compliance with Notification

- g) If the Employee does not satisfy the criteria set out in subclause (7) of this clause, the Employee's personal leave application will not be approved and the leave will be unauthorised and unpaid.
- h) An Employee whose application for personal leave is not approved will be subject to the Company's disciplinary procedures for any such absence.
- i) The provisions of this clause with respect to payment do not apply to Employees who are entitled to payment under the *Workers' Compensation and Injury Management Act 1981*.

Casuals Excluded

- j) Except for unpaid carer's leave, this clause does not apply to casual Employees. When taking unpaid carer's leave, casual Employees must comply with the notice and evidence requirements specified above.

5.3 Carers Leave

- a) Carers leave is paid or unpaid leave taken to provide care and support to a member of immediate family or household because of
 - i. Personal illness or injury of the member; or
 - ii. An unexpected emergency affecting the member.
- b) Paid carers leave is deducted from Employees accrued personal leave.
- c) Employees (including casual Employees) are entitled to a period of up to two (2) days unpaid carer's leave per occasion. The Unpaid leave of up to two (2) days is to be taken as a single unbroken period, unless otherwise agreed between the Employee and the Company. Weekly hired Employees are not entitled to take unpaid carer's leave if they are able to take paid personal/carer's leave.
- d) To be entitled to carer's leave (either paid or unpaid) Employees must advise the Company as soon as reasonably practical of their inability to attend work in order to provide care and support. Whenever possible they should advise the Company at least two (2) hours prior to the commencement of their shift and indicate the expected duration of their absence.
- e) For all absences, Employees must provide the following:
 - a. In the case of illness or injury of a member of their immediate family or household the Employee must provide:
 - i. A medical certificate indicating that a member of their immediate family or household has, had or will have a personal illness or injury during the period of leave; or
 - ii. A statutory declaration which includes a statement that the Employee required/required leave to provide care or support to a member of their immediate family or household because of an unexpected emergency affecting that person.
- f) The Company may require the Employee to proof to satisfy a reasonable person of the relationship between them and the person they are taking carer's leave to provide care and support to.
- g) Except for unpaid carer's leave this clause does not apply to casual Employees. When taking unpaid carer's leave, casual employees must comply with the notice and evidence requirements specified above.

5.4 Public Holidays

- (a) Employees are entitled to the following days which will be observed as holidays without deduction of ordinary hours' pay;
- 1 January (New Year's Day)
 - 26 January (Australia Day)
 - Good Friday
 - Easter Monday
 - 25 April (ANZAC Day)
 - Labour Day
 - Foundation Day
 - Sovereign's Birthday*
 - 25 December (Christmas Day)
 - 26 December (Boxing Day)

*For Karratha the public holiday will fall on the day prescribed in the Government Gazette in substitution for the Sovereign's birthday.

- (b) When any of the days mentioned above fall on a Saturday or Sunday, the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or on a Monday the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be a holiday without deduction of ordinary pay and the day for which it is substituted shall not be a holiday.
- (c) By arrangement, the Company and Employees may agree to substitute another day for any of the public holidays prescribed in this clause in which event an employee who works on a day which otherwise would have been a public holiday will be paid at ordinary rates.

The provision of this clause shall not apply to casual Employees.

6.0 SITE SPECIFIC CONDITIONS

6.1 Personal Protective Equipment (PPE)

- (a) Upon commencement of employment on the site or as soon as practicable thereafter, each weekly hired Employee will be issued with four sets of clothing consisting of four shirts (collar/sleeves) and trousers or four pairs of overalls, one pair of approved safety footwear.
- (b) Replacement shall be on a fair wear and tear basis provided the worn out item is returned when seeking replacement. The Employee will be responsible for purchasing replacements for lost items.
- (c) A casual Employee whose employment is not expected to exceed four (4) weeks shall be issued with a pair of safety boots on commencement of employment.

6.2 Cyclone Procedure

The following shall apply when the Company stands down the Employee employed under this Agreement because of a cyclone ('cyclone stand down').

An Employee shall be paid for his or her normal rostered shift (including ordinary and overtime hours) during a cyclone stand down if:

- At the commencement of the cyclone period the Employee reports for and remains at work until otherwise directed by the Company; and
- Following the 'all clear' the Employee resumes duty in accordance with the Company's direction;

If the Employee had commenced an overtime shift, prior to the cyclone stand down, the Employee shall be paid what he or she would have earned on that shift but for the stand down.

If the Employee, at any point during the cyclone stand down:

- is required for work and is requested to do so by the Company; and
- is not willing or available to work when so requested;

the Employee is not entitled to payment for that day.



If the Employee is required to remain at work, or is called out to work during a cyclone stand down, the Employee shall be paid for all time worked at single time in addition to the payments he or she would have received but for the cyclone.

After the 'all clear' has been given, the Employee shall be notified by the Company of the time at which:

- normal operations are to resume; and
- the Employee is to resume work.

If the Employee does not present for work at the time required by the Company, the Employee will not be entitled to be paid for that period.

Where the cyclone has caused damage to the Company's operations, and the Employee cannot be usefully employed, the Company may stand down the Employee without pay on the day following the resumption of the Company's operations or on any subsequent day after the cyclone period.

If the Employee's mobilization to site is delayed because of cyclone conditions or associated with the cyclone conditions and the Employee remains available for mobilisation, the Employee shall continue to be paid 7.2 hours at ordinary rates per day to a maximum of three (3) days.

If the Employee is demobilized to their point of hire and is requested to hold themselves in readiness the employee shall be paid 7.2 hours at ordinary rates per day up to a maximum thirty-six (36) ordinary hours.

The above provisions do not prevent the Company from terminating the employment of the Employee if the Company is unable to provide useful work as a result of a cyclone.

To: Gabrielle Veldink – jandgveldink@mcnab.com.au
Subject: Residential Buildings - Provence estate
From: Tess Dunning - Coral Homes

Hi Gabrielle,

At Coral Home we have a zero tolerance for any type of anti discrimination or harassment. We have adopted by a number regulation in our office from the Australian federal law legislations – Age Discrimination act, Disability Discrimination Act, Racial Discrimination Act and Sex Discrimination Act.

We promote a productive work environment, by implementing equal employment opportunities and ensuring the workplace is consistent with the standards from the above acts. Multi policies have been written to ensure all employees understand the policies and it's the employer's responsibility to ensure that the policy operates effectively in practise.

Thanks,

Tess Dunning
Contact Administrator

To: Gabrielle Veldink – jandgveldink@mcnab.com.au
Subject: Residential Buildings - Provence estate
From: Tess Dunning - Coral Homes

Hi Gabrielle,

As you might already be aware apprentices/trainees are entitled to the same employment conditions are those of a fixed employment, this rule is under the Industrial Relations Act 2016. Please see attached the Training contract that is filled out by apprentices and trainees.

All material that has been referenced to on the above emails be made easy access for all employees. This is to ensure transparency and a solid relationship between all parties. All employees have access to company polices, different acts and are emailed a copies of sensitive information such as wages, superannuation etc.

Please see attached our Privacy Policy that Coral Homes operates by.

Please let me know if you have any questions.

Thanks,

Tess Dunning
Contract Administrator

Parent or Guardian Details

If under 18 years of age, go to Question 26.
If 18 years of age or over, go to Question 28.

26. Surname (family name)

Given names (in full)

27. Address

State

Postcode

Home phone number

Work phone number

Mobile phone number

Employer Details

28. Legal name of employer (Refer to Information to Help Complete the Training Contract)

29. Australian Business Number (ABN) of your legal entity

30. Trading name

31. Postal address

State

Postcode

32. Telephone number

Business

Fax

Mobile

Email

33. What is the industry or principal activity of the business?

34. Type of employer

Private Sector

Government Business Enterprise

Group Training Organisation

Local Government

State Government

Federal Government

Employment and Training Details

(For apprentices/trainees employed through Group Training Organisations in NSW, Tasmania, WA, NT and ACT, provide the name and address of the first host employer.)

35. Name of workplace where apprentice/trainee will be employed

Address of workplace where apprentice/trainee will be employed

State

Postcode

36. Workplace details

Total number of people employed by the firm

Total number of apprentices/trainees in this workplace

Number of workers able to demonstrate the relevant competencies available to supervise or train the apprentice/trainee in this workplace

37. Name of contact person for this workplace

Telephone number

Fax

Email

38. Type of employment arrangement

Federal Award

Certified Agreement

State Award

Australian Workplace Agreement

State Workplace Agreement

Other

Name of Agreement/Award

39. Please indicate the number of hours of employment and training per week and whether this Apprenticeship/Traineeship is full-time or part-time

Number of hours work and training per week

Full-time

Part-time

40. Prior to commencing THIS Apprenticeship/Traineeship, has the apprentice/trainee worked for, or been hosted by/to, the employer/host employer?

No

Yes (To be completed with the assistance of your Australian Apprenticeships Centre)

Period of previous full-time employment/hosting: from

Day Month Year

Day Month Year

Period of previous part-time employment/hosting: from

Day Month Year

Day Month Year

Part-time: Number of hours per week

Period of previous casual employment/hosting: from

Day Month Year

Day Month Year

Casual: Number of hours per week

41. Is the apprentice/trainee in a business relationship with this employer?

(Examples include partnership, director or franchise arrangement - family trusts excluded.) (Refer to Information to Help Complete the Training Contract)

No

Yes (Type of business relationship)

42. Has the employer previously received Australian Government incentives for this apprentice/trainee and/or has the employer received or applied to receive any other government assistance for this apprentice/trainee?

No

Yes (Please provide details below)

Registered Training Organisation Details

Name of Registered Training Organisation (RTO)

Telephone number

Contact Officer

Australian Apprenticeships Centre Details

Name of Australian Apprenticeships Centre

Telephone number

Contact Officer

Apprenticeship/Traineeship Details

- 1 Title and level of qualification
Certificate IV in Business
- 2 National Qualification Code
BSB41215
- 3 Commencement date of Apprenticeship/Traineeship
1/1/2012
- 4 Nominal term of the Training Contract (For NT this is the expected duration) (months)
48
- 5 The period of probation for this Apprenticeship/Traineeship (months) (as defined by State/Territory legislation/regulation or relevant industrial award/agreement)
3
- 6 Type of Apprenticeship/Traineeship (NSW only)
Apprenticeship
- 7 Is the apprentice/trainee an existing worker?
No

Apprentice/Trainee Personal Details

- 8 Surname (family name)
Smith
- Given names (as full)
John
- 9 Address (residential)
123 Main St
Sydney NSW 1500
State Postcode
Address (postal)
123 Main St
Sydney NSW 1500
State Postcode
- 10 Telephone number/s Home Mobile
02 1234 5678
- Email
john.smith@gmail.com
- 11 Date of birth
Day Month Year
15/03/1985
- 12 Sex Male Female
- 13 Citizenship (Tick applicable box)
Australian citizen or permanent resident
A New Zealand passport holder who has been resident in Australia for 6 months or more (Refer to Information to Help Complete the Training Contract)
Other — Visa document number
- 14* Are you of Aboriginal or Torres Strait Islander origin?
For persons of both Aboriginal AND Torres Strait Islander origin mark both 'Yes' boxes.
No Yes, Aboriginal Yes, Torres Strait Islander
- 15* In which country were you born?
Australia Other (Please specify)
- 16* Do you speak a language other than English at home?
If more than one language, indicate the one that is spoken most often.
English only Other (Please specify)
- 17* Do you consider yourself to have a disability, impairment or long-term condition?
No Yes (If you answered YES, you may qualify for additional assistance)

Apprentice/Trainee Education and Training Details

- 18 Are you still attending secondary school?
No Yes What year level are you currently in at school? (e.g. Year 11)
Name of Secondary School
- 19 Is this an approved Australian School-based Apprenticeship?
No Yes (Refer to Information to Help Complete the Training Contract)
- 20 What is your highest COMPLETED school level?
Year 12 or equivalent Year 11 or equivalent
Year 10 or equivalent Year 9 or equivalent
Year 8 or below Did not go to school
When did you complete that school level? Month Year
- 21 Have you successfully COMPLETED any of the following qualifications?
No Yes (tick and complete any applicable boxes)
Completed
Bachelor Degree or higher
Advanced Diploma (e.g. Associate Degree)
Diploma (or Associate Diploma)
Certificate IV (e.g. Certificate Technician)
Certificate III (e.g. Trade Certificate)
Certificate II
Certificate I
Pre-Apprenticeship/Pre-Vocational
Certificates or qualifications other than above
Month Year
Title and level of qualification/s obtained (Attach list if necessary)
- 22* If you have completed a qualification at Certificate Level III or above, do any of the following apply to you?
The qualification cannot be used because of an injury or disability No Yes
You are an Intensive Support Customised Assistance Client No Yes
You are unemployed and have been registered with Centrelink for 12 months or more No Yes
(If you answered YES to any of these, you will need to attach evidence. Contact your Australian Apprenticeships Centre regarding evidence requirements.)
- 23 Have you previously worked as an apprentice or trainee?
No Yes Please provide details below. If you are unsure of any of these details ask your Australian Apprenticeships Centre for assistance.
Name of company
Title and level of qualification
State/Territory/overseas Year of commencement Apprentice/Trainee number
- 24 Are you seeking credit to reduce the term of the Training Contract?
(Refer to Information to Help Complete the Training Contract) (Evidence is required and must be attached)
No Yes How much credit are the parties seeking? (months)
- 25 Are you currently undertaking any other study?
No Yes Please provide details below.
Title and level of qualification

Training Contract

This Contract forms a legally binding agreement between an employer and employee for the training of Apprentices and Trainees leading to a nationally recognised qualification. In signing this contract the parties are bound by the obligations detailed below and the legislation of the State or Territory in which this training contract is to be registered.

Training Contract Declaration

We, the employer, apprentice/trainee and parent or guardian (where applicable) have read and understood the Training Contract Obligations outlined below.

We declare that to the best of our knowledge the details entered on this Training Contract are true and correct. We understand that the giving of false or misleading information is a serious offence.

We understand that the information provided in this Training Contract

- is collected for the purposes of registration, preparing statistics, reporting, program administration, monitoring and evaluation, calculating incentives and allowances paid to employers and apprentices/trainees and preventing dual payments;
- may be disclosed to and used for these purposes by the Australian Government, including the Department of Industry, Centrelink, State/Territory government departments and agencies, employers, our Australian Apprenticeships Centre, Registered Training Organisation (RTO), non-government education authorities and the contractors or agents of any of these organisations, departments and agencies;
- may also be exchanged between Department of Industry and Centrelink (for Youth Allowance, Austudy and ABSTUDY administration) to provide confirmation that the apprentice/trainee who signs this declaration is an Australian Apprentice; and
- may otherwise be disclosed without consent where authorised or required by law.

We understand that the eligibility, availability, and payment of Australian Government Australian Apprenticeships Incentives may change during the period of this Training Contract.

We understand that this Apprenticeship/Traineeship Contract is legally binding in accordance with the Training Contract Obligations set out below and the legislation of the State or Territory in which this Training Contract is to be registered.

We understand that the Contract can only be terminated within the period of the probation and/or, in accordance with the requirements of the relevant State/Territory legislation, and that the probation periods are determined by the State/Territory Training Authority or relevant industrial award/agreement for this qualification and vocation.

We undertake to negotiate and sign a Training Plan with the chosen RTO as required by the relevant State/Territory Training Authority.

The employer representative (on behalf of the employer named in Question 26)

Surname (family name)

Given names (in full)

Signed this day:

Day Month Year

Signature of employer representative

The apprentice/trainee

Surname (family name)

Given names (in full)

Signed this day:

Day Month Year

Signature of apprentice/trainee

Signed this day:

Day Month Year

Signature of parent/guardian (for apprentice/trainee under 18 years of age)

Name of Apprenticeship/Traineeship (as designated by legislation/regulation):

Training Contract Obligations

For the employer, apprentice or trainee, and parent or guardian (where applicable)

We agree that

- a) the Contract commences from the date stated in question 3, provided that it has been registered or approved under the provisions of the relevant State/Territory legislation
- b) the Contract can only be changed by our agreement and according to State/Territory legislation and the State/Territory Training Authority must be informed of the proposed change/s. In some States/Territories approval for the change/s must be sought
- c) the apprentice/trainee can see, and correct, any information about himself/herself in this Contract or held by the employer in relation to this Contract
- d) we will try to resolve any dispute we have between us, and if we can't, we will contact our State/Territory Training Authority to request assistance or to access the appropriate dispute resolution processes
- e) the Contract can be audited by the relevant State/Territory Training Authority or Australian Government Department
- f) the Contract is successfully completed when there is agreement from the employer, Registered Training Organisation and apprentice/trainee, and/or an acknowledgement by the State/Territory Training Authority, that the apprentice/trainee has attained all the required competencies
- g) this Contract expires if it reaches the expected term of the contract referred to in question 4 without the apprentice/trainee having attained all the required competencies or a request for an extension of the contract having been endorsed by a State/Territory Training Authority
- h) this Contract may be terminated in accordance with the relevant State/Territory legislation.

For the employer

I agree that I will:

- a) employ and train the apprentice/trainee as agreed in our Training Plan and ensure the apprentice/trainee understands the choices that he/she has regarding the training

- b) provide the appropriate facilities and experienced people to facilitate the training and supervise the apprentice/trainee while at work, in accordance with the Training Plan

- c) make sure the apprentice/trainee receives on-the-job training and assessment in accordance with our Training Plan
- d) provide work that is relevant and appropriate to the vocation and also to the achievement of the qualification referred to in this Contract
- e) release the apprentice/trainee from work and pay the appropriate wages to attend any training and assessment specified in our Training Plan
- f) meet all legal requirements regarding the apprentice/trainee, including but not limited to, occupational health and safety requirements and payment of wages and conditions under the relevant employment arrangements
- g) repay any payment I receive that I am not entitled to
- h) work with our RTO and the apprentice/trainee to make sure we follow our Training Plan, keep training records up-to-date, and monitor and support the apprentice/trainee's progress and
- i) let the relevant State/Territory Training Authority and the RTO know within five working days (or when the local State/Territory legislation requires, if this is different) if our Training Contract has become jeopardised

I acknowledge that it is an offence to use information in the Contract to discriminate against any person, including the apprentice/trainee.

For the apprentice/trainee

I agree that I will:

- a) attend work, do my job, and follow my employer's instructions, as long as they are lawful
- b) work towards achieving the qualification stated in our Training Contract
- c) undertake any training and assessment in our Training Plan.

For the parent or guardian

I agree that I will:

uphold the responsibilities listed above for the apprentice/trainee until this person is 18 years of age.

Information on Australian Government Australian Apprenticeships Incentives

Australian Apprenticeships encompass all apprenticeships and traineeships. They combine time at work with training and can be full-time, part-time or school-based. Australian Apprenticeships are a stepping stone to ongoing employment or further education and training, and a great way to get a head start to a career.

The Australian Apprenticeships Incentives Program encourages employers to offer the kinds of employment-related training opportunities that will encourage people to acquire and expand their working skills.

The criteria and funding of Australian Government Australian Apprenticeships Incentives payments may change during the term of this Training Contract in line with Government priorities. These changes will be notified by your Australian Apprenticeships Centre.

For further details about the incentives listed here, including application forms and advice about whether you may be eligible, contact your Australian Apprenticeships Centre.

Eligibility for Australian Government Incentives – Information for Employers

This Training Contract has been designed to assess your eligibility for Australian Government Australian Apprenticeships Incentives. These incentives can include Commencement, Recommencement, Completion and other special incentives.

Eligibility is assessed on a number of criteria, including, but not limited to:

- the date the Australian Apprentice commences or recommences with an employer;
- the employment status of the Australian Apprentice at the date the incentive falls due;
- the location of the workplace;
- the accredited training program is in place;
- the type of employment relationship; and
- the formal approval by the State or Territory Training Authority.

If you are eligible for Australian Government Incentives, you will need to complete a separate Claim Form available from your Australian Apprenticeships Centre in order to be paid. This Claim Form should be lodged following:

- approval of the Training Contract;
- after the apprentice/trainee has commenced training according to the approved Training Plan; and
- after the Australian Government waiting period has expired and the apprentice/trainee is still employed by your business and any State/Territory probation period has been completed.

Taxation

If you are eligible for Australian Government Incentives you should be aware that if you do not provide your ABN when lodging a Claim Form, the Department of Industry will be obliged to withhold 46.5% of the incentive payment and remit it to the Australian Taxation Office.

You should seek independent advice regarding your taxation position.

Other Australian Government Assistance

Assistance for Apprentices/Trainees with a Disability

The Australian Government may provide assistance to employers of apprentices/trainees with a disability, including the Disabled Australian Apprenticeships Wage Support program, Tutorial Assistance, Mentor/Interpreter Assistance. Workplace modifications may be available for disabled apprentices and trainees. If applying for assistance you will need to complete an Application Form and an Occupational Assessment Form.

Living Away From Home Allowance

Apprentices/trainees may be eligible for a Living Away from Home Allowance for the first 36 months of an Apprenticeship/Traineeship, if they had to move away from their parents'/guardians' home to commence or remain in the Apprenticeship/Traineeship, or if they are homeless.

Contacts for Further Information and Assistance

Australian Apprenticeships Centres

- administer Australian Government incentive payments to employers and allowances for apprentices/trainees;
- provide information on Australian Apprenticeships options to employers and other interested people;
- market and promote Australian Apprenticeships;
- work with the State/Territory government department or agency to provide an integrated service;
- work with training providers, schools and other organisations to support Australian Apprenticeships; and
- provide support to employers and Australian Apprentices throughout the Australian Apprenticeship to encourage successful completion.

Australian Apprenticeships Centres are located throughout each State and Territory.

- Find an Australian Apprenticeships Centre in your region by calling 13 38 73 or
- Visit the Australian Apprenticeships website at www.australianapprenticeships.gov.au

State/Territory Government Departments or Agencies

State/Territory government departments or agencies can also provide further information. See contact details below.

Australian Capital Territory

Training and Tertiary Education - ACT Education and Training Directorate
220 Northbourne Avenue, Braddon ACT 2612
PO Box 158, Canberra ACT 2601
Ph: (02) 6205 8555 Fax: (02) 6205 8448 Web: www.det.act.gov.au

New South Wales

Department of Education and Communities
Locked Bag 53, Darlinghurst NSW 1500
Ph: 13 28 11
Web: www.training.nsw.gov.au

Northern Territory

Department of Business
Mitchell Centre, 11th Floor, 55-59 Mitchell Street, Darwin NT 0800
PO Box 2391, Darwin NT 0801
Ph: (08) 8935 7207 Fax: (08) 8901 4903 Web: www.dob.nt.gov.au

Queensland

Department of Education, Training and Employment
LMB 527, GPO Brisbane QLD 4001
Ph: 1800 210 210 Web: <http://www.apprenticeshipsinfo.qld.gov.au>

South Australia

Department of Further Education, Employment, Science and Technology - Traineeship and Apprenticeship Services
GPO Box 320, Adelaide SA 5001
Ph: 1800 673 097 Fax: (08) 8463 5654 Web: www.skills.sa.gov.au/apprentices

Tasmania

Skills Tasmania
GPO Box 169, Hobart TAS 7001
Ph: (03) 6233 7740 Fax: (03) 6233 0588 Web: www.skills.tas.gov.au

Victoria

Victorian Registration and Qualifications Authority
GPO Box 2317, Melbourne VIC 3001
Ph: 1300 722 603 Fax: (03) 9637 3564 Web: www.vrqa.vic.gov.au

Western Australia

ApprentiCentre - Department of Training and Workforce Development
Locked Bag 16, Osborne Park DC WA 6916
Ph: 13 19 54
Ph: (08) 6551 5499 Fax: (08) 6551 5307 Web: www.apprenticentre.wa.gov.au



Privacy Policy

1. Purpose

This Privacy Policy applies to [redacted] and explains how [redacted] handles personal information and complies with the requirements of the Privacy Act 1988.

[redacted] is committed to protecting the privacy of personal information obtained through its operations as an [redacted] company.

The Company is bound by the Privacy Act 1988 (Cth) (Privacy Act), including the Australian Privacy Principles (APPs) and any relevant privacy code registered under the Privacy Act.

2. Scope

This policy relates to [redacted] collection of personal information that is covered by the Privacy Act. This policy does not cover categories of personal information that are not covered by the Privacy Act.

Employee records are not generally subject to the Privacy Act; however, we have set out below at clauses 6 and 7 policy with respect to the collection and handling of personal information for employees (both current and former) and any personal information collected as part of the recruitment process (to which the Privacy Act also applies).

Please note information about companies is not personal information. However, the principles will apply to an individual who is carrying on a business as a sole trader.

3. Policy Statement

The 13 Australian Privacy Principles apply to personal information, that is, information or an opinion (whether true or not) relating to an identified individual or which can be used to identify that individual.

[redacted] is subject to policies and procedures that seek to ensure that the organisation complies with the Australian Privacy Principles, wherever necessary.

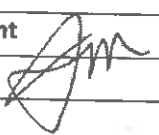
4. Personal information we collect and hold

Personal information about an individual is collected only when knowingly and voluntarily submitted and when reasonably required by [redacted] to perform one or more of our functions or business activities. [redacted] collects and holds personal information from clients, customers, employees, suppliers, contractors and other individuals, both current and prospective.

We collect and hold this information when it is reasonably necessary for or directly related to our functions or business activities, e.g. electrical contracting services and other similar business activities.

The specific types of personal information that [redacted] may collect and hold may include the following:

- Names;
- Date of birth and gender;
- Contact details including address, telephone numbers and email addresses;
- Employment details and employment history;

Review Date	Revision Number	Endorsement
1 October 2019	4	

- Qualifications, memberships and other accreditations;
- Australian Residency Status;
- Information in identification documents such as your passport or drivers' license details;
- Health Information pursuant to the *Workers' Compensation and Rehabilitation Act 2003*;
- Australian Business Numbers;
- And other information that is necessary in the ordinary course of the business.

· does not collect any personal information other than information reasonably necessary for, or directly relating to, the primary purpose for which the information has been disclosed to · or its other functions and activities as an · company.

If we collect, hold or use personal information in ways other than as stated in this policy, we will ensure to do so in line with the requirements of the Privacy Act, where applicable.

5. Collection of personal information

· only collects personal information that has been directly provided to us by our clients or prospective clients, authorised representatives of clients, our suppliers or potential suppliers, our employees or potential employees, or is otherwise available in the public domain where this information will assist us with the provision of electrical contracting services to our current and prospective clients and/or the individual consents to the collection of information and/or it is permitted under Australian law.

An individual has no obligation to provide any information requested by · however if the individual chooses to withhold personal information from · it may prevent · from carrying out its functions or business-related activities in relation to the purpose in which the information is required.

Information may have been provided verbally or in writing (including by email or through web forms).

6. Employees

The following clauses 6 and 7 relate to any employee, candidate, potential employee or applicant seeking employment with ·. Please note that · does not have to grant access to any employee records which relate to a current or former employment relationship or an employee record relating to an individual.

The Company may collect personal information from current, future and past employees directly and from third parties who have agreed to provide human resources related services to · or who have agreed to provide applicants with a professional or personal reference. We may also rely on word of mouth and personal referrals in our recruitment activities. · may collect sensitive information such as information about an individual's health, where necessary and it is lawful for the Company to do so.

· will use this personal information to provide employment related services, professional development and training, remuneration, payroll and injury support. Third parties may be engaged to provide some of these services and in doing so are obliged to comply with the Privacy Act, where applicable.

By engaging in any part of a job application process with · you consent to it collecting and using your information in this manner. The kinds of personal information we may collect includes (but is not limited to) your name, address, contact details, employment and academic histories, the names and contact information of your referees, your qualifications, memberships and other accreditations; your Australian residency status, information in identification documents such as your passport or drivers' license details, health Information pursuant to the *Workers' Compensation and Rehabilitation Act 2003* and other information that is necessary in the ordinary course of the business.

7. Disclosure of employee information

If you send · an application or a resume for a job, we will use your personal information (including, where necessary, sensitive information such as information relating to your health) to assess your application and may disclose this information to recruitment agencies and other third-party service providers for purposes such as aptitude, psychological and medical testing.

The Company will use information you provide regarding your prior employment history to seek further information about you from referees.

If any individual provides us with any personal information (sensitive or otherwise), we will take all reasonable steps to ensure that the personal information is securely protected and only authorised personnel are provided access to the personal information. Please note that authorised personnel are required to maintain the same level of confidentiality in relation to any personal information disclosed as that held by the company.

8. How we use your personal information

_____ may at times use and disclose personal information about an individual for the “primary purpose” of collection (i.e. the dominant or fundamental purpose for which that information is collected).

As well as providing electrical contracting services to clients, that “primary purpose” may include facilitating our internal business processes, recruitment processes, communicating with clients, prospective clients and other external parties in relation to the relevant products and services we provide, maintaining contact with our clients and other contacts; seeking feedback; providing ongoing marketing information about our products and services, complying with our legal obligations, dealing with enquiries and complaints and any other business related purpose.

9. Sensitive information

_____ does not collect sensitive information about our clients or prospective clients (including authorised client representatives), employees or prospective employees, suppliers or potential suppliers unless the individual consents to the collection of the information and/or it is permitted under Australian law.

If any individual provides us with any sensitive personal information, we will take all reasonable steps to ensure that the sensitive information is securely protected.

10. Disclosure of Personal Information

Personal information is not disclosed to a third party unless the disclosure is necessary to support the delivery of the client services for which _____ has been, or is expected to be, engaged, or is required by law. Examples where personal information may be disclosed to a third party include:

- Disclosures to our related companies to provide services;
- Disclosures relating to the recruitment process;
- Superannuation details to a fund administrator;
- Redundancy fund details to a redundancy fund administrator;
- Tax File Number Declaration to the Australian Taxation Office;
- Where _____ is required by law to provide personal information so that _____ complies with court orders, subpoenas or other legislation that requires us to provide personal information (for example, a garnishee order).

In certain circumstances, _____ may also disclose personal information to third party service providers (such as IT service providers, offsite security storage service providers, credit managers, debt collection agencies, independent contractors and consultants) who assist us to administer our business.

We may also provide a client’s or prospective client’s personal information to credit reporting bodies and other credit providers.

Should it be necessary for _____ to forward personal information to third parties outside the company, we will make every effort to ensure that the confidentiality of the information is protected.

11. Overseas disclosures

The nature of our business activities does not require _____ to disclose personal information to overseas recipients.

12. IP Addresses & Other websites

If information is gathered by our website/portal or online database, our web servers may gather your IP address to assist with the diagnosis of problems or support issues with our services. This information is gathered in aggregate only and cannot be traced to an individual user.

Our website may contain links to third parties' websites, including sites maintained by related entities. Those other websites are not subject to this Privacy Policy. You should familiarise yourself and ensure you are comfortable with any particular privacy policies governing the use of those websites prior to such use.

13. Cookies and Applets

We may use cookies to provide you with a better experience when using our website/portal. These cookies allow us to increase your security by storing your session ID and are a way of monitoring single user access. This aggregate, non-personal information is collated and provided to us to assist in analysing the usage of the site.

14. Security and storing of personal information

will take all reasonable steps to protect against the loss, misuse and/or alteration of the information under its control, including through appropriate physical and electronic security strategies. Only authorised personnel are provided access to personal information, and these employees are required to maintain the confidentiality of any personal information held by the company. We may need to maintain records for a significant period of time. However, when we consider information is no longer needed, we will destroy or de-identify these records.

Our policy is that all electronic records are only stored within Australia whenever this is commercially feasible.

will only store data with an external provider if a technical assessment of a service provider's security protocols are considered to meet or exceed the level of security that could apply if the electronic data were to be stored in its own in-house systems and where we are satisfied that the external provider is able to meet its commitments under Australian Privacy Legislation.

15. Accuracy of personal information

will take all reasonable steps to make sure that any personal information collected, used or disclosed is accurate, complete and up to date.

If a person believes that the information we hold is inaccurate or out of date, they may contact our Privacy Officer and we will update the relevant information accordingly.

16. Access to personal information

Under the Australian Privacy Principles, a person has the right to request access to any personal information that we may hold about them and to advise us if the information should be corrected.

We will (subject to the following exceptions) provide you with access to that information either by providing you with copies of the information requested, allowing you to inspect the information requested or providing you with an accurate summary of the information held. We will, prior to providing access in accordance with this policy, require you to provide evidence of your identity.

We will not provide you with access to your personal information if:

- Providing access would pose a serious threat to the life or health of a person;
- Providing access would have an unreasonable impact on the privacy of others;
- The request for access is frivolous or vexatious;
- The information relates to existing or anticipated legal proceedings between _____ and yourself and would not be discoverable in those proceedings;
- Providing access would reveal our intentions in relation to negotiations with you in such a way as to prejudice those negotiations;

- Providing access would be unlawful;
- Denying access is required or authorised by or under law;
- Providing access would be likely to prejudice certain operations by or on behalf of an enforcement body or an enforcement body requests that access not be provided on the grounds of national security.

In the event that _____ refuses you access to your personal information, we will provide you with an explanation for that refusal.

The Company's policy is to provide written acknowledgement of our receipt of any request for access to personal information or a request for correction of personal information within 7 business days of the request being received. We will then provide a written response within 30 business days of our receipt of the request.

17. Privacy Enquiries

If you wish to make an enquiry about your personal information at _____ or make a complaint because you believe that we may have breached the Australian Privacy Principles or a privacy code that applies to us, please contact our Privacy Officer:

Privacy Officer

PO Box 10

We will respond to each request within a reasonable time. If a party has lodged a complaint with _____ and is not satisfied with our response, they may contact the Office of the Australian Information Commissioner.

18. Implementation of this policy

The Chief Operating Officer is responsible for this policy within _____. The Chief Operating Officer or its authorised representative will communicate this policy and any subsequent updates or amendments to it, to the Senior Leadership Team within _____ for implementation.

The Senior Leadership Team within _____ have the primary responsibility to:

- Abide by, communicate, support, promote and enforce this policy to all employees within their control; and
- Ensure their managers and supervisors support and promote this policy through their day to day management of people and performance of their duties and services

19. Breach of this Policy

Any breach of this policy by a _____ employee is a disciplinary matter and may be investigated. In serious cases, the penalty for breach of policy, or repetition of an offence, may include dismissal.

20. Policy review

_____ may change this policy as required and at any time with the approval of the Chief Operating Officer or the Chief Executive Officer.

Dispute resolution processes

To: Gabrielle Veldink – jandgveldink@bigpond.com

Subject: Residential House – 7 Cassim Place Redland Bay

From: Tess Dunning - Coral Homes

When it comes to disputes between different suppliers, trades, builders etc we at Coral Homes like to resolve the issues as quickly and neatly as possible. In construction disputes can arise from a range of things from delays of goods, incomplete documentation, poor communication, unsatisfactory of work, lack of knowledge in building practise.

A tip that Coral Homes like to do when we start a new project is start a 'Construction Diary'. We record key events, dates, meetings, construction notes, and photo. This dairy can become handy if a dispute was to arise. We also have tips on how to avoid complaints and how to deal with them.

Tips to avoid complaints

1. Record all complaints
2. Act promptly
3. Do what you say you're going to do
4. Do not make unrealistic promises

Tips to deal with complaints

1. Deal with the complaint immediately
2. Stay calm
3. Identify the problem
4. Decide what can be done
5. Arrange a second opinion to confirm your view
6. Keep records
7. Fix the problem

We believe this is an affect measure to take to resolve issues and disputes in the workplace.

Please let me know if you have any questions.

Thanks,

Tess Dunning
Contract Administrator
