

## **WELCOME**

Congratulations on your new job, you are now part of the All Trades Queensland team. I extend to you a warm welcome as a new employee of our company.

This booklet contains important information about being employed by All Trades Queensland and also about your Apprenticeship or Traineeship.

Please read it carefully and store it in a safe place for future reference.

Our role as your employer is to ensure that you receive quality ongoing training and to complete your Apprenticeship or Traineeship.

All the staff at All Trades Queensland are here to help you succeed in your chosen trade. We have many years of experience in helping our apprentices and trainees complete their training and gain their trade qualification.

You have a dedicated Field Officer to maintain close contact with you during the term of your Apprenticeship/Traineeship. Please feel free to seek advice from us should any matters or problems arise which you may need assistance.

We pride ourselves on being a quality employer and are constantly looking to improve our service, commitment and performance within industry and the community in this region.

Congratulations on your appointment to our Company and welcome to our team.

CHIEF EXECUTIVE OFFICER

## INDEX

	PAGE
ABOUT ALL TRADES QUEENSLAND	4
ABOUT YOUR HOST – AND YOU	4
ABOUT YOUR PAY AND ENTITLEMENTS	5
ALLOWANCES AND ENTITLEMENTS	5
ANNUAL LEAVE	9
CODE OF CONDUCT	21
COLLEGE	11
COMPANY DETAILS	3
CONFLICT OF INTEREST POLICY	27
COUNSELLING	10
DISCIPLINARY ACTION	11
EQUAL EMPLOYMENT OPPORTUNITY POLICY	27
GOVERNMENT PAYMENTS	12
GRIEVANCES	12
FIRST DAY ON THE JOB	12
HARASSMENT AND BULLYING POLICY	27
INCOME PROTECTION	8
LEAVE OF ABSENCE	10
OVERTIME	8
PERSONAL DETAILS	12
PIGGY BANK	12
PHONES/IPODS/INTERNET AND EMAILS	12
PRIVACY LAWS	13
PRIVACY POLICY	27
PROBATION	13
SICK LEAVE	10
SOCIAL MEDIA POLICY	28
SUPERANNUATION	13
TAX RETURNS	13
TRAINING CONTRACT	13
TRAINING LOG BOOKS	14
TOOL ALLOWANCE	14
UNIFORMS, DRESS CODE & SAFETY GEAR	20
WET OR NO WORK DAYS	15
WORKCOVER	8
WORK HEALTH & SAFETY	15

## COMPANY DETAILS

Website to download forms: [www.atq.com.au](http://www.atq.com.au)

Email: General enquiries [admin@atq.com.au](mailto:admin@atq.com.au)  
Timesheets [payroll@atq.com.au](mailto:payroll@atq.com.au)

Apprentice Hotline: 1800 263 940

Timesheet fax: (07) 3806 1469

### OFFICE DETAILS

**Shailer Park (Head office)** 37-43 Commercial Drive  
SHAILER PARK QLD 4128

Po Box 3653  
LOGANHOLME QLD 4129

Phone: (07) 3806 1120  
Fax: (07) 3806 1125  
Hours: Monday to Friday 7.30am to 5pm

**Banyo** Unit 7 Gateway Business Centre  
1015 Nudgee Road  
BANYO QLD 4014

Phone: (07) 3267 8877  
Fax: (07) 3267 8899

**Toowoomba** Phone: 13 18 30

**Please note this copy is current as of the day provided to you. In the future, please refer to the website to download the latest version at [www.atq.com.au/information-for-job-seekers/employee-forms](http://www.atq.com.au/information-for-job-seekers/employee-forms).**

The Conditions of Employment book is a reference tool regarding many aspects of your employment. The pay conditions contained within the All Trades Queensland Union Collective Agreement are those we are lawfully bound to follow which is registered with Fair Work Australia.

## ABOUT ALL TRADES QUEENSLAND

We started in 1987 as a Group Training company with just 25 apprentices. We have grown since then to become the largest employer of apprentices and trainees in Australia.

In 1985 the Government recognised that apprenticeship numbers were falling and this would lead to a shortage of skilled tradespeople in the future. A lot of businesses can't guarantee work for the full four years for an apprentice and a lot of businesses can't offer the full range training.

One of the main advantages in working for this company is that during your apprenticeship you will be rotated to different host employers to get the full range of training. For example, if you are an apprentice carpenter, rather than working for one person for four years, and learning one way to do a job, you will work with many different companies and get experience working on large commercial projects, houses, schools and renovations. You will learn new ways of doing things and different techniques. You will also gain many contacts in the industry that will help you later in your career.

If you are an engineering apprentice and your host employer specialises in one area, you will be rotated to another host employer so by the end of your apprenticeship you will have worked and been trained in all aspects of the trade.

Everybody that works in the All Trades Queensland office is here to help you. Your Field Officer will look after you for the next four years or if you are a trainee, for the next year. The administration department is here to make sure you change year on time, get your tools on time and also that you attend college when you are supposed to. The payroll department will always make sure you get paid on time providing you have sent in your signed time sheet on time.

## ABOUT YOUR HOST – AND YOU

Once you start working for your new host there are a few things to remember.

1. Be helpful and obliging. You always want your host to think you are doing a good job and that you are really trying to learn the trade.
2. Your host is paying good money for you to work in their team. It is important to remember to treat the people you are working with, particularly your host employer with politeness and respect. Remember, you are depending on them to train you.
3. Be at work on time; nothing is more annoying for a host when they have their day planned out, than for an employee to arrive for work late. It will become a problem if you are continually late.
4. Breaks - don't take longer than you are entitled to for breaks. If your lunch break is 30 minutes; take 30 minutes, not 35. Also don't go ducking off to the toilets in the time you are being paid to work, try and wait until your break.
5. Tools – a tradesperson puts a lot of value on their tools. If you need to borrow them, always treat them with respect and always return them to the person you borrowed them from. Make a point of saying "thanks, here are your tools back".

In return for you trying your best, the host employer will count on you as part of their team and invest the time in training you. Remember, it is a 2 way street with give and take on both sides.

**Important:** Your host employer and the people you work with are to treat you in a fair and decent way as well. You do not have to put up with anybody treating you in an unfair, unjust or offensive way. If this happens *do not walk off the job*, instead wait until your next break and phone your Field Officer immediately. If you have any queries or problems you have always got somebody to turn to. If you ever need help in anyway all you have to do is ask.

## **ABOUT YOUR PAY AND ENTITLEMENTS**

All Trades Queensland has its own Union Collective Agreement. This agreement sets out all the pay rates, allowances and entitlements for all apprentices and trainees. The pay rates and conditions in the agreement are fixed for 12 months with annual increases of 3%.

### **Important Information:**

- ATQ processes your wages on Thursdays, however it could take overnight to transfer to your bank account.
- You must send in your signed time sheet every Tuesday before 12 pm (noon).
- Your time sheet must be signed by both you and your Host Employer.  
*If your time sheet is not signed it will not be paid and it will be returned. No hours will be accepted over the phone so you must make sure that we have your signed time sheet on time or it will not be paid until the following week.*
- It is your responsibility to make sure we receive your All Trades Queensland time sheet and not your host employers.
- Remember that time sheets must also be completed whilst you attend college and be sent to the office by the deadline of 12 pm (noon) Tuesday.
- In the past some apprentices have tried to claim hours or overtime for which they did not work. Remember the host will be given a copy of your timesheet and any fraudulent timesheets are considered as theft from this company.

### **AT NO TIME MUST YOU ACCEPT CASH IN HAND FOR WAGES, ESPECIALLY OVERTIME.**

You may be asked (usually within the construction industry) to work overtime for cash in hand. Not only is this illegal it is most definitely not in your best interests. You are not covered by WorkCover insurance or Public Liability if you are not claiming legitimate wages.

You must write on your time sheet EVERY HOUR WORKED; do not accept promises from the host that they will give you time off in the future instead of paying you overtime. Do not accept it when they say they will buy you a carton of beer instead and do not accept that they will fix you up later.

## **ALLOWANCES AND ENTITLEMENTS**

Listed below are the allowances and entitlements you are allowed to claim as contained in the Collective Agreement. These amounts must be clearly written on your time sheet and signed by your host employer.

**Important:** If you are claiming any allowances (except the standard fares and travel allowance), write the allowance clearly on your time sheet. All allowances on your timesheet must be signed by the host.

### **Hours of Work**

- a) Ordinary hours are 38 hours per week and worked between 6.00am and 6.00pm Monday to Friday.
- b) For employees working on commercial construction sites the ordinary hours are 36 hours per week worked between 6.00 am and 6.00pm Monday to Friday.
- c) Different methods of implementation of the hours of work may be applied to the various groups of sections of employees by agreement. The spread of hours may be altered up to 2 hours either end of the spread by agreement.

### **Additional Hours - Overtime**

Overtime will be paid for at one and a half times the ordinary rate for the first 2 hours and double time thereafter. Overtime will be paid where:

- a) You work more than 38 hours in any one week, except for employees engaged on commercial construction sites who need to work more than 36 hour a week.

- b) Saturday – employees required to work on Saturday shall be paid at one and a half times the ordinary rate for the first 2 hours and double time thereafter.
- c) Sunday - all overtime worked on Sunday shall be paid at the rate of double time.

All travel time, outside the 50 kilometre radius, will be paid at single ordinary time.

All overtime work on Saturday or Sunday must be for a minimum period of 3 hours work or if you work less than 3 hours you will still be paid for 3 hours.

### **Meal and Rest Breaks**

- a) A meal allowance will be paid, on any day, Monday to Friday, where you work more than one and a half hours overtime or you shall be supplied with a reasonable meal at the host employer's expense.
- b) Weekend meal allowances will be paid after eight (8) hours work has been completed and then after every additional 4 hours work has been completed.
- c) If you are required to continue work after the usual ceasing time you shall be entitled to a paid crib break on the following basis:
  - 1) thirty (30) minute paid crib break to be taken at the usual ceasing time where the overtime is of at least 2 hours duration, or at least one hour's duration, if such overtime extends beyond 6pm.
  - 2) further 45 minutes paid crib break shall be provided after each period of 4 hours work. No deduction of pay shall be made in respect of any such crib breaks.
- d) If you are working a lot of overtime you MUST have at least ten (10) consecutive hours off from the time you finish work one day to starting work the next day.
- e) If because of working overtime you cannot obtain your ordinary method of transport to or from home, you shall be transported to or from home by the host employer or be paid such expenses that are incurred in traveling to or from home.

### **Shift work penalty rates**

Shift penalty rates apply when you are regularly rostered to work shifts. Afternoon shift means any shift where the majority of hours fall between 6pm and midnight. Nightshift means any shift starting after midnight and finishing before 8am or where the majority of hours fall between those hours.

If the shift work is for a period of less than 5 days shift penalties will not apply and standard overtime rates will apply instead.

- a) Nightshift employees shall receive a penalty rate of 30% for all ordinary hours worked, excluding Saturday and Sunday.
- b) For all other shift work employees shall receive a penalty rate of 20% for all ordinary hours worked, excluding nightshift, Saturday and Sunday.
- c) For shift work where overtime rates will apply, employees shall be paid at the rate of double time for all overtime hours worked.
- d) A shift may be claimed where the greater part of the hours worked are outside the normal span of hours of 6am to 6pm.
- e) For all work performed at weekends the shift work penalty will not apply and the following penalties will apply in place of:
  - Saturdays – first two (2) hours at time and a half and the remainder at double time
  - Sundays – all work performed on a Sunday will be paid at double time.

### **Allowances**

- a) There is a daily Fares & Travel Allowance for Construction trades. This allowance covers travel within the 50km radius from either Brisbane GPO, Maroochydore, Ipswich, Southport, Townsville or Toowoomba Post Office, depending upon where you live. If you travel outside the 50km radius you can claim per kilometre but this must be signed each day by your host employer.

- b) Employees who use their own vehicles for work purposes but do not receive the motor vehicle allowance described above will be paid per kilometre for such work related travel. This does not include travel to and from work and must be signed by your host employer.
- c) Living away from home allowance – a daily allowance will be paid in addition to the supply of accommodation if the host employer is not supplying decent meals. If the host employer is only supplying part meals the entitlement to be paid is calculated per meal. Accommodation provided by the employer shall be in a single room or in a twin room if single rooms are not available and have adequate furnishings, bedding, floor coverings, lighting and be provided with hot and cold running water. The accommodation must have adequate heating and/or cooling.
- d) Emergency Work - where practicable, suitable waterproof clothing shall be supplied by the host employer if you are required to work in the rain. If you are told to work in the rain and your clothes get wet, you shall be paid double time rates for all the work performed until you are able to change into dry clothing or until you cease work, whichever is the earlier.
- e) First Aid Allowance – if you are appointed by the host employer to be responsible for carrying out first aid duties as they may arise and hold a recognised first aid qualification from the Australian Red Cross Society, St. Johns Ambulance Association or similar body and you are required by the host employer to hold that qualification and use it in addition to normal duties, you shall be paid an additional rate per day.
- f) Height Money - employees, other than linespersons and their assistants, required to perform work at a height from 15.25 meters to 22.87 meters from the ground (or low-water level or nearest horizontal plane) or over 22.87 meters from the ground or low-water level or nearest horizontal plane shall be paid an additional rate per week.
- g) Live Sewer Work - employees engaged on live sewer work shall be paid for all ordinary hours actually worked at the rate of time and a half for such work. For this purpose "live sewer work" shall mean work carried out in situations where there is direct aerial connection with a sewer, through which sewerage is flowing. The term shall include mechanical and electrical equipment installed in association with any such sewer or sewerage pumping station or treatment works, but shall not apply to routine maintenance which does not require the dismantling of pumps etc. The term shall also include a minimum payment of one hour for work on pumps after removal from a pumping station or treatment works for cleaning or stripping. Where aerial connection with a sewer is blocked by a disc, plug, valve, water seal or other means, the live sewer rate shall not apply. Employees who are, on any day, required to carry out work in connection with the release of blockages in sewerage lines and connections thereto (including pumps) shall be paid not less than 4 hours at time and a half during ordinary hours or at the appropriate rate for overtime. All times involved in travelling to and from such operations shall be deemed to be time worked for this purpose.
- h) Toxic substances - an employee required to use toxic substances must be informed by the employer of the health hazards involved and instructed in the correct and necessary safeguards which must be observed in the use of such materials. Employee's using such materials will be provided with and will use all safeguards as are required by the Work Health and Safety Act 2011. Employee's using toxic substances or materials or working in close proximity to employees who are, will be paid an additional rate per hour.
- i) Wet work – if you are working in any place where water is continually dripping on you so that your clothing and boots become wet or where there is water underfoot, an additional hourly rate shall be paid whilst engaged in that work.
- j) Asbestos – employees required to use materials containing asbestos or to work in close proximity to employees using such materials will be provided with and will use all necessary safeguards as required by the appropriate occupational health authority. It is mandatory to wear protective equipment (i.e. combination overalls and breathing equipment or similar apparatus). Employees shall be paid an additional hourly rate whilst engaged in this work.
- k) Confined spaces – an employee required to work in a confined space will be paid an additional hourly rate whilst working in the confirmed space.
- l) Dirty work – an employee engaged on unusually dirty work will be paid an additional hourly rate whilst working in those conditions.

## **EBA Allowance**

An EBA allowance applies when you are working for a construction host who has their own EBA. If you are working on a commercial construction site, it is your responsibility to write on your timesheet 'On Site' for the hours worked. An additional hourly rate shall be paid for hours worked on a commercial construction site:

1 <sup>st</sup> year	\$4.28
2 <sup>nd</sup> year	\$4.57
3 <sup>rd</sup> year	\$4.96
4 <sup>th</sup> year	\$5.25

## **OVERTIME**

If you are requested by your host employer to work overtime, there are some guidelines in place as to what is permitted and what is not:

- a) If you are asked by your host employer the day before you are required to do so
- b) If you are asked by your host employer on the day of the overtime to work the decision is yours if you wish to work
- c) There must **ALWAYS** be a minimum break of at least ten hours from the time you finish work to the time you start work the next day
- d) **EXCESSIVE OVERTIME** is not permitted under any circumstances. We do not want any apprentice or trainee working both days of a weekend unless you are on shift work. You can work Saturday or Sunday but not both days. If you are working either Saturday or Sunday do not work more than two hours overtime per day during the week. If you are not working either Saturday or Sunday three hours overtime per day is reasonable. Any overtime over this is excessive and is not permitted. Accidents happen when people are tired, so you must never get to a stage due to overtime where you are working and you are tired.

## **WORKCOVER**

In the event you have an injury at work, which requires medical treatment and/or time off work, you will be covered by our Workers Compensation policy through WorkCover Qld. You must notify the office IMMEDIATELY after the accident happens either by telephoning the office or in person. A claim cannot be processed without a Workers Compensation Medical Certificate from a doctor. Once the claim is approved, the remainder of the day on which the accident happened plus your first five (5) full days of wages are paid by All Trades Queensland. Any further wages will be paid to you directly by WorkCover Qld.

Most claims will be processed immediately, however if we suspect that the claim is fraudulent it will be investigated.

## **INCOME PROTECTION**

All Trades Queensland have their own sickness and accident benefit that is available to all apprentices and trainees, excluding school based and electrical apprentices, in the event that they suffer from sickness or an accident that is not work related. Electrical apprentices are covered by their superannuation fund.

The ATQ Sickness and Accident Benefit or the Energy Super policy cover all apprentices and trainees excluding school based 24 hours per day, 7 days a week.

No payment will be made for any claim that arises directly or indirectly out of any of the following:

- childbirth or pregnancy or their complications
- intentional self-injury or suicide or any attempt at suicide
- flying; unless as a fare paying passenger in a properly licensed aircraft or other aerial activity (includes but is not limited to base jumping, bungee jumping, sky diving, paragliding, parachuting, parasailing, abseiling).



- the employee's illegal/criminal act
- an activity or event where the employee has signed a waiver (i.e. dangerous sports/activities)
- any medical condition for which the employee has required treatment or advice from a doctor, chiropractor, physiotherapist, psychologist or psychiatrist in the 6 months before commencement of cover
- participating and/or training for any professional sport
- an injury or sickness for which statutory workers compensation scheme or any statutory transport accident scheme provides compensation and/or damages
- the employee's use of alcohol
- the employee's use of drugs, unless the drugs have been prescribed by a registered medical practitioner and used as per the registered medical practitioner's instructions
- any time during which an employee is serving a prison sentence and if already on claim, any period of claim during which an employee is serving a prison sentence
- an aggravation of an injury, illness or medical condition which is deemed by a legally qualified medical practitioner to be a deterioration, aggravation, acceleration or exacerbation of an injury, illness or medical condition significantly contributed to by your employment

The waiting times for cover vary by each policy:

#### ATQ

- |         |  |
|---------|--|
| 14 days | this benefit will cover you for 100% of your average base weekly wage (maximum \$1,000 per week) for a two year period |
| 28 days | sporting injuries only (non-professional)  |

#### Energy Super Income Protection (electrical apprentices)

- |         |  |
|---------|--|
| 14 days | This policy will cover you for 90% of your weekly wage(maximum \$750 per week) for a two year period |
|---------|--|

An example of what you are covered for after the relevant waiting period:

Broken arm	covered
Car accident weekend	covered
Car accident driving to work	not covered, is covered by WorkCover Qld
Broken leg playing football	covered provided not a professional player
Prolonged illness	covered provided you did not have the illness when joining the fund

#### Additional benefits:

Accidental death coverage	\$20,000
Funeral benefit (death by any cause)	\$5,000
Accidental dental	\$2,500
Homemaker assistance benefit	up to \$200 per week for ten weeks

### **ANNUAL LEAVE**

Your entitlement is four (4) weeks or twenty (20) days per year. Apprentices/Trainees may be requested to take annual leave to suit training arrangements or as directed by ATQ.

#### **How To Apply:**

First you need to obtain an "Application for Annual Leave" form from our office, or download it from our website (under current employees).

- This form will need your signature and your Host Trainer's signature. You must then send it in to our office or hand it to your Field Officer at least one week before you wish to start your annual leave.

- Your annual leave may not be approved if you won't have sufficient leave left for the Christmas break. Annual leave during the year will only be approved under extreme circumstances or if you are in an industry or with a host employer that works over the Christmas break.
- Annual Leave will never be approved to replace sick pay and can never be taken in a cash lump sum instead of taking holidays.
- First year apprentices and trainees cannot take holidays at all in their first year except for the Christmas break.

Any apprentice or trainee that writes annual leave on their time sheet and it has not been approved will not be paid and the time off will be treated as leave of absence. Approval will not be granted if you have already taken the time off and you will not be back paid, approval must always be obtained before you take leave.

## **SICK LEAVE**

You have an entitlement to 10 days personal leave per annum that accumulates during your employment. Abuse of sick leave and failure to notify absences will result in an interview with your Field Officer.

**Important:** BOTH YOUR HOST AND THE OFFICE MUST BE NOTIFIED BEFORE 8.30AM ON EACH DAY OF ABSENCE.

### **When you need a Doctors Certificate:**

- Sick leave of 2 days or more require a Doctors Certificate.
- Sick days taken before or after a long weekend, public holiday, before or after annual leave and before completion will always require a Doctor's Certificate.
- Failure to supply the Doctors Certificate will result in the absence being treated as a Leave of absence.
- Instead of a Doctors certificate we will accept a Statutory Declaration specifying the illness.

If you do not produce a Doctor's Certificate or Statutory Declaration, you will not be paid for the sick day and it will be treated as a Leave of absence.

The office opens at 7.30am, if you want to telephone before then you can leave a message. Remember to leave your full name (do not say its Chris here, we have hundreds of apprentices named Chris), the name of your Field Officer and how long you expect to be absent from work. This also applies to sick leave whilst at college.

## **LEAVE OF ABSENCE**

Leave of absence means time you have taken off work that you will not be paid for. You can request a leave of absence for your own personal reasons; this will require approval from your Field Officer (this form can also be downloaded from the ATQ website). If you have taken a sick day and you do not have enough sick leave credits, this will be a leave of absence. Also if you wish to take 3 weeks holidays and you only have enough annual leave for 2 weeks, the last week will be a leave of absence. If you have failed your college and you have to re-sit certain modules, the time you are resitting the modules you will not be paid for and this also will be a leave of absence.

## **COUNSELLING**

If you are having problems of either a work or personal nature and you do not wish to discuss them with your Field Officer or management, there are independent confidential counsellors available to assist you at no charge. Counsellors are available at the College you are attending or we provide free of charge the services of a private counsellor. We strongly urge you to use this free service if you need it.

Note that if you need counselling for any matter whatsoever, what you discuss with the counsellor is private and anything that you tell them will not be released to this company, even if ATQ is paying.

If you do wish to talk with our staff, remember we have been doing this job for a long time and there is absolutely nothing we haven't heard before so I can guarantee you we will not be shocked nor will it affect your apprenticeship/traineeship.

### **COLLEGE (also known as Registered Training Organisation or RTO)**

All Apprentices/Trainees must attend College as part of their employment. You will gain valuable experience whilst at College that you can then put into practice when you return to your host.

We will advise you in writing 8 weeks before your booking of the dates and which college you are required to attend. Your host will also receive a letter advising them of your absence.

#### **Fees**

- Apprentices and trainees are required to pay their own College fees and we provide a useful saving facility called 'the piggy bank' to help you do this.
- We will send you a letter stating your gross wages to take to Centrelink to apply for a Health Care Card, which gives a reduction in your college fees. You will need to have the Health Care Card before registering for college.

#### **Important Information**

- If you are having problems with the modules or if you have problems with literacy and numeracy PLEASE TELL YOUR TEACHER. They want you to pass the subjects and are there to help you.
- College is an important part of your training and failure to pass exams may result in the loss of your apprenticeship or traineeship.
- If you fail your college exams you will be required to re-sit that block of College again and this will be on leave of absence. i.e. you will not be paid wages whilst you complete the failed module.
- You cannot progress to the next stage until all outstanding college modules have been passed.
- You must only attend college classes for 38 hours, if you attend more than 38 hours you will not be paid overtime.

### **DISCIPLINARY ACTION**

In the event of any of the following serious cases of employee misconduct, we may need to take disciplinary action – this will be in the form of a written warning that will be placed on file, and further breaches may result in your employment being cancelled:

- has excessive absenteeism
- poor or unsatisfactory work performance
- abusive language to a Host Trainer, Field Officer or any member of ATQ staff
- failure to abide by Work Health and Safety instructions
- failure to abide by company policy on code of conduct, harassment policy and code of behaviour
- failure to wear company uniform and safety equipment
- positive drug and/or alcohol test results

We will apply for instant cancellation in any of the following events:

- further disciplinary action for abusive language or behaviour in violation of code of conduct, harassment or code of behaviour
- if affected by alcohol or drugs on more than one occasion
- fighting
- theft
- fraudulent activities including false time sheets
- continued failure to abide by W.H. & S instructions
- fraudulent work cover claims

## **GOVERNMENT PAYMENTS - AUSTRALIAN APPRENTICESHIP CENTRES**

There are several Government payments available to Apprentices and Trainees.

The Australian Apprenticeship Centres (AAC's) look after these Government payments to you and All Trades Qld assist you with the forms. Our AAC is Busy at Work; please refer to their website for the current payments available.

If you are a first year apprentice and you have had to leave home to either stay in or obtain your employment with All Trades Queensland you may be entitled to a *Living Away from Home Allowance*. If you are an apprentice or trainee with a disability who may require extra assistance please contact our Australian Apprenticeship Centre – Busy at Work on 13 28 79 and clearly state that you are an apprentice or trainee with All Trades Queensland.

## **GRIEVANCES**

If you feel that you are being unfairly treated or have a problem with your employment, your first contact is your Field Officer. We encourage you to contact us if you have a complaint or problem with your apprenticeship, your training or with our company.

We have an online form on our website so you can easily let us know about any issues or problems you are experiencing.

We take complaints seriously and have a commitment to ensuring any issues are investigated quickly.

## **FIRST DAY ON THE JOB**

At induction, we gave you a form to fill out on your very first day on the job. You are required to complete this form and fax back to the office or send with your first time sheet. It is absolutely essential that you complete an induction with your host employer and go over this form and complete it with them on your first day of work – **this is a definite work health and safety requirement.**

## **PERSONAL DETAILS**

It is extremely important that you advise our office of any change of address, telephone number or taxation details. You are also requested to keep the College that you are attending informed of any change, as they have to post your College results and completion papers to you. When you commenced we obtained the sizes for your uniforms and boots; if any of this changes please notify our office so the correctly sized uniforms and boots are sent to you.

## **PIGGY BANK**

The purpose of this is to allow apprentices and trainees to save part of their wages towards College fees, rostered days off or to increase the money they will have at Christmas. Simply write the amount you wish to save or withdraw on your time sheet. The amount of your balance will show each week on your payslip. There is no interest paid on your piggy bank balance but there are also no charges whatsoever attached.

You can withdraw the amount in full anytime you wish, but it will only be paid out on the same day as your wages are paid as it is done through the payroll department.

If you complete or cancel your apprenticeship or traineeship your balance will be paid in full with your final pay.

## **PHONES / IPODS / INTERNET AND EMAILS**

During working hours your host is paying a decent hourly rate to have you work in their team. For this reason:

- Under no circumstances are you to have your mobile telephone turned on during working hours.
- You are not to accept or make calls or send text messages during working hours.

- Calls can only be made during your breaks.
- If we receive complaints from your host employer that you are not abiding by this company policy you will receive a formal warning which will be placed on your file.
- IPOD AND MP3 PLAYERS ETC ARE DEFINITELY NOT ALLOWED ON SITE AND IN THE WORKPLACE.

Also please be aware that this company has a policy that it will not accept TEXT MESSAGES, if you need to contact our office, your host employer or your Field Officer, you must always do it by telephone, never by text message.

If working in environments where you have access to internet or email, you are not to use either facility for personal use. You cannot send private emails even if you have your own personal email account and internet browsing is a definite no.

### **PRIVACY LAWS**

Law does not allow us to discuss any matter on your employment with your parents or guardians once you are over 18 years of age. If you have any queries or any problems whatsoever you must phone your Field Officer yourself as we do not wish to offend your parents or guardians by refusing to discuss your employment with them. **We will definitely not discuss your employment or your wages with girlfriends/boyfriends.**

### **PROBATION**

All full-time apprentices have a 65 working day probationary period and for full-time trainees 20 working days. During this time your performance and attitude will be assessed and the probation can be extended or employment terminated. During the probationary period if you wish to resign your apprenticeship or traineeship you can, but we will require one weeks' notice. If we terminate your apprenticeship or traineeship we will also be required to give you one week's notice which you will be required to work out in our Innovative Training Centre.

### **SUPERANNUATION**

Your Superannuation contributions are paid as required under the *Superannuation Guarantee (Administration) Act 1992*, to the funds nominated in the All Trades Queensland collective agreement.

### **TAX RETURNS**

All apprentices and trainees are entitled to claim many of their work expenses.

- Keep your receipts for your college payments, all of your books, any tools that you purchase, additional safety boots or protective clothing.

If you are working in the construction industry you may receive a weekly motor vehicle allowance.

- This amount will be shown on your Payment Summary now as a separate amount.
- We recommend you obtain and keep all receipts for motor vehicle expenses or alternatively log the kilometres that you drive each working day for a 12 week period.
- We suggest that you have your Tax Return completed by a Tax Agent. The reason for this is that you are entitled to claim all of your motor vehicle expenses if you are receiving a Motor Vehicle allowance each week, this could result in a reasonable deduction over a twelve month period.

### **TRAINING CONTRACT**

Every Apprenticeship and Traineeship has a Training Contract. This is a legally binding document that is registered with the Department of Education for your contract of employment. After the probationary period has expired you cannot cancel this contract without extremely good cause being shown. As your apprenticeship/traineeship is registered you **cannot request or accept other apprenticeship/traineeship employment offers**. Cancellation of your indenture contract can only take place if we agree.

## **TRAINING LOG BOOKS**

You have been given a Training Log book so you can keep a weekly record of the work you perform, new tasks you have learnt, and equipment and tools that you used. This book must be kept up to date at all times and is part of your training. A recommendation is to take photos of the jobs you work on and attach it to your book to show your college teacher, field officer or new host some of the work you have done.

### **Important:**

- This book is used as proof of your skills. It will be very important when you're ready to complete your apprenticeship as it proves the work you performed and skills gained on the job. It is for your benefit - so make sure you fill it out and have a record to refer back to.
- Your Field officer will ask to see your log book at every visit, and as they can call on you at anytime it's better to be prepared. Keep it with your timesheet book to remind you to complete it every week when you are doing your timesheet.

If you have any problems or queries about filling in this book, contact your Field Officer. Not keeping it up to date will result in disciplinary action. Your field officer will request you to present to the office with the book after repeated failures to produce it.

## **TOOL ALLOWANCE**

Every apprentice is entitled to a tool voucher on the completion of probation, and within 3 months after changing year. Once you change to fourth year you will be paid a weekly tool allowance instead of receiving a tool voucher.

### **About Your Tool Voucher:**

- We will send you a Tool Voucher and a list of approved suppliers where you can purchase your tools. You cannot use your voucher at any other supplier.
- Consult with your Host Trainer before you purchase your tools so that you will choose the most appropriate tools for your trade.
- It is your responsibility to look after and maintain your tools.
- You can only purchase tools for your particular trade. \*\* If you purchase anything else other than tools (e.g. an esky) the amount will be deducted from your pay and you will be reissued with another tool voucher.

### **Important:**

The amount of your voucher is for a twelve (12) month period. If you resign or cancel your employment within the twelve (12) month period a proportion of the tool allowance will be deducted from your final pay.

(per year, at retail value from an ATQ Supplier only)

<u>Trade</u>	<u>Allowance</u>
All Aviation trades	\$450.00
Auto electricians	\$450.00
Armature Rewinder	\$450.00
Boat builders	\$175.00
Boilermaker	\$340.00
Bricklayer	\$220.00
Cabinet maker	\$600.00
Carpenters	\$600.00
Coach & Body Builder	\$450.00
Diesel fitter	\$450.00
Die Setter	\$450.00
Electrical Engineering	\$450.00
Electricians	\$450.00
Electronics	\$340.00
Engineering Fabrication	\$340.00
Engineering Mechanical	\$450.00

Engine Reconditioner	\$450.00
Fitter and Turner	\$450.00
Fitting Machinist	\$450.00
Glaziers	\$100.00
Joiner	\$600.00
Mechanical Fitter	\$450.00
Mechanics	\$450.00
Painter	\$100.00
Panel beaters	\$405.00
Plasterers	\$260.00
Plumber	\$600.00
Radio/TV Technician	\$450.00
Refrigeration/Air Conditioning	\$450.00
Sheet Metal Worker	\$340.00
Shopfitter	\$600.00
Signwriting	\$100.00
Spray painting	\$405.00
Surface Finisher/Electro Plating	\$450.00
Stone Mason	\$220.00
Tiler	\$260.00
Wood Machinist	\$300.00

### **WET OR NO WORK DAYS**

This office must be contacted immediately if for any reason you are not required to work at any time of the day. **If you do not phone the office before 8.30 am you will not be paid for that day.**

If you are calling in before 8.30 am for a wet day you may be required to work in our workshop at Shailer Park. You are only entitled to wet days if you are working within the construction industry. Wet day entitlements are 4 days pay in any one calendar month period and include rain, hail, high wind, severe dust storm or temperatures where it is not safe for employees exposed to continue working.

### **WORK HEALTH & SAFETY**

**YOU MUST NEVER DO ANYTHING THAT YOU BELIEVE GOES AGAINST YOUR WORK HEALTH & SAFETY TRAINING. YOU NEED TO READ "DO'S & DO NOT'S OF SAFETY" IN THIS BOOKLET AND ABIDE BY IT COMPLETELY.**

You have successfully completed the All Trades Queensland Safety induction. Your safety on the job is of paramount importance to us, and it has got to be even more important to you. If you are asked to do something that you know you should not, politely say that you have been instructed by ATQ not to do it. Consult with your supervisor about the situation, if you are still not sure it is safe to continue you must contact your Field Officer IMMEDIATELY.

- If your host insists you do something unsafe, you are to phone your Field Officer Immediately
- Usually, accidents and injuries in the workplace happen for the following reasons:
  1. Employee has not been following Work Health & Safety procedures
  2. Employee has not been concentrating on what they are doing

Most workplace accidents can be avoided by simply following the above two instructions.

- **All workplace injuries and incidents must be reported to our office immediately** - don't forget that if you do have a workplace accident that requires treatment, you are entitled to lodge a workers compensation claim and if approved, all costs will be covered by WorkCover Qld.
- **At no time are you to work unsupervised or on your own** - as an apprentice, you are required by the Industrial Laws to be trained and supervised by a qualified tradesperson at all times. If your host employer is not training you properly or leaving you by yourself, you must contact your Field Officer immediately.

- **Never use tools and equipment that you have not been trained to use** – if your host employer asks you to use a tool that you do not know how to use, tell them you do not know how to use it. Do not try to work it out yourself or decide to have a go anyway; this is how most serious accidents happen. This also applies to equipment requiring licenses (e.g. forklifts). If you do not have a forklift ticket, you must never use a forklift until you are licensed to do so.

## **WORK HEALTH AND SAFETY DO'S AND DO NOT'S**

- always wear steel capped boots except when working on a roof when you must wear suitable footwear for a roof.
- always wear safety glasses when using nail guns, power saws, power tools and compressed air
- always be aware of your surroundings, trucks, plant & equipment, excavation
- unplug air and power tools when not in use
- when lifting always use the correct procedure, do not lift anything that is too heavy or awkward
- always handle chemicals with care, use the correct personal protective equipment and know the safety information
- always make sure all electrical equipment is tagged and is within test date
- turn off power leads and tools before you unplug them
- always use a face mask or respirator when sanding, using 2-pack paints, gluing or using a spray gun
- always be aware of all fire exits and where fire extinguishers are located
- always correctly set up ladders & trestles, do not take short cuts, and use 3 points of contact when climbing
- when using a knife or chisel always cut away from your body
- always keep long hair tied back and loose clothes tucked in
- do not use saws, grinders or any other piece of equipment that has had the safety guard removed
- do not shoot nails or staples into anything other than timber
- do not use faulty power tools or tools that aren't in good condition
- do not use power tools in the rain or have power cables lying in water
- do not use power tools if you are unsure how to use them safely
- do not smoke in workshops or near spray booths and flammable liquids
- do not operate a fork lift unless you have a licence
- do not work under the influence of drug and/or alcohol
- do not use loud power tools, grinders or equipment without wearing ear protection
- don't wear jewellery of any kind whilst at work and keep your watch in your pocket
- when working outside in hot weather, always wear a hat and sunscreen and remember to take plenty of cold water to work with you

## **WORK HEALTH AND SAFETY ACT 2011**

The objective of the Work Health and Safety Act 2011 (the Act) is to prevent a person's death, injury or illness being caused by a workplace, by workplace activities or by specified high risk plant.

Workers or anyone else at a workplace must:

- Follow the work health and safety instructions given by the employer and, if there is a principal contractor, the principal contractor
- Not wilfully or recklessly interfere with or misuse anything provided for work health and safety
- Not wilfully injure themselves or place at risk the health and safety of any person at the workplace



Some things you can do to help make your workplace a healthy and safe one include:

- Keeping your eyes open for hazards and risks. If you see a problem or potential problem, stop and take action to fix it. If you do not have the authority to fix it, then report the situation to the appropriate person or safety officer
- Helping to keep your own or the work area you are responsible for, neat, tidy and safe. For example, wiping up spills, removing rubbish, keeping walkways and stairways clear. In this way, slips, trips and falls can be minimised or, if someone does trip, they are less likely to fall onto an object which can cause further injury. Excess rubbish, particularly packaging materials, can only be a fire hazard
- Avoid alcohol and drugs which can impair coordination, judgement and alertness while working and prior to going to work. Binge drinking at night could increase the risk to your own and others health and safety at the workplace the following day. The low levels of coordination, judgement and alertness which can occur could result in a serious accident on a worksite.
- Reporting any work caused injury or illness or dangerous event at the workplace to the appropriate person
- Following emergency procedures as instructed.

### **PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Workers must use personal protective equipment if the equipment is provided by their employer and the workers are properly instructed in its use. There are 3 things to remember about personal protective equipment (PPE)

1. Have it with you everyday
2. Use it properly
3. Keep it in good order and replace if faulty or damaged

If you require any specific PPE, contact your Field Officer.

### **HAND PROTECTION**

To prevent hand injuries, there is a wide range of purpose made gloves for handling everything from welding gear to hazardous materials and chemicals.

### **EYE PROTECTION**

Eye protection gear is available in a wide range of types from glasses to goggles to full face masks. Eye damage can result in permanent vision loss and therefore limit your abilities at work and elsewhere – you must take precautions. Apart from obvious dangers like welding, damage to your eyes can be caused by:

- a) metal and wood shavings
- b) flying nails
- c) chemical dust and splashes
- d) tools and equipment being used by nearby workers
- e) strong sunlight and glare

### **HEARING PROTECTION**

Noise induced hearing loss is a major risk due to the unpredictable presence of noise and the limited opportunities for effective engineering controls. All people on site who are likely to be exposed to noise must wear suitable hearing protection.

### **RESPIRATORY PROTECTION**

Fumes from many common chemicals, fixatives, solvents and finishes can damage the membranes in your nose, the air passages in your throat and your lungs. Other real dangers for the respiratory system are the dust and fine fragments from sawing and drilling which become airborne and are breathed in. In most cases you may only need a disposable mask suitable for the task, or you may need a more sophisticated respirator as needed; make sure you use it.

### **HARD HATS**

1. adjusting the headband so it fits snugly and comfortably
2. attach a chin strap to keep it on in high wind and if bending down
3. replace immediately if it gets damaged

## **BOOTS**

A minor foot injury can put you out of action and cost you wages. Appropriate footwear (steel cap boots) is your best protection.

## **PROTECTIVE CLOTHING**

Protective clothing may be necessary for protection from sun exposure, hazardous or hot substances. An apron may be required for some tasks. In relation to hazardous substances, Safety Data Sheets (SDS) will inform you of the personal protective equipment required.

## **JEWELLERY**

Watches, rings, earrings, bracelets, neck chains and other jewellery can snag in equipment or conduct electricity. You have full control over this hazard – do not wear jewellery on the job.

## **HAND TOOLS**

- a. Use the correct tool for the job
- b. Use eye protection where appropriate
- c. Use a lanyard or wrist strap to secure the tool if there is a risk of the tool falling, particularly onto people working below

## **EXPLOSIVE POWER TOOLS**

These can cause injury to the operator or other persons in an area which can extend up to 100 metres radius. These tools should:

- a) be used only by a person who has received instruction in their safe use
- b) be used in an area where appropriate warning signs have been displayed and where people are wearing eye and hearing protection

## **ELECTRICAL EQUIPMENT**

Defective or carelessly used electrical gear can **KILL**. To prevent electrocution you should:

- a) not use leads, plugs, connectors, guards and other parts if damaged, defective or they do not have a current inspection tag
- b) not use piggy back plugs and double adaptors
- c) ensure each final sub circuit of construction wiring is protected by a safety switch
- d) ensure leads are kept well away from heat sources, wet areas, sharp objects and other places where they could get damaged
- e) if necessary run cables at height to keep them dry and prevent them from being damaged
- f) ensure tools are in good condition
- g) use tools with insulated handgrips
- h) wear non-conductive footwear
- i) look out for overheating equipment
- j) keep as far away as possible from power lines and electrical cables

## **HOT WORK (WELDING, CUTTING)**

- a) The equipment associated with this type of work should be handled only by competent operators and protection screens should be used to isolate the work area and protect people from UV related eye injuries
- b) Flammable liquids, gases and other combustible material must be moved to a safe distance from the work area
- c) Electrical equipment must have current inspection tagging
- d) Parts such as gauges, hoses, connectors and torches should be checked for damage or defects
- e) Flash back arresters should be fitted
- f) Gas bottles should be secured in their trolley
- g) Keys should be left in the bottles
- h) Appropriate fire extinguishers should be immediately available
- i) Protective face shields or goggles, clothing and gloves must be worn

## **LASERS**

If sufficiently high powered, lasers can cause damage to the eye or skin. Employees should ensure that on site safety precautions appropriate to the class of laser being used are in place.

## **COMPRESSED AIR**

Compressed air has the potential to cause serious injury, especially to eyes and skin, so:

- a) don't ever direct air jets against any part of your body or against other people's bodies
- b) before connection, check hoses and equipment for damages such as broken retainers, switches and guards – if any part is damaged or defective DO NOT USE IT
- c) check that hoses are clear of walkways, doorways, vehicle access area, etc.
- d) always wear eye protection

## **CONCRETE PUMPING**

The operator should be trained in the use and operation of the machinery involved in concrete pumping and be aware of the dangers associated with pumping procedures. Whenever possible, people should stay out of the path of moving vehicles and avoid being under the concrete placing boom. People not involved with this work should keep clear and follow any safety instructions from competent operators.

## **SUN EXPOSURE**

If you work in the sun for all or part of the day your risk of skin cancer is high. Even 10 minutes a day in the sun during the hotter months can result in damage to your skin which could lead to skin cancer.

To help you avoid getting skin cancer, you should:

- a) work in the shade where possible and take all breaks in deep shade or inside
- b) wear a shirt with a collar and sleeves at least to the elbow – fasten the shirt up
- c) wear head cover that shades your neck and ears as well as your face
- d) protect exposed skin with SPF 30+ sunscreen which should be applied every two hours

## **MANUAL TASKS**

Manual tasks are a big part of work and include activities such as driving heavy machinery, pushing a wheelbarrow, holding a plasterboard sheet while it is attached to the ceiling or using hand tools. In fact, manual tasks cover any activity where you are required to grasp, manipulate, strike, throw, carry, move (lift, lower, push, pull) hold or restrain any object or body part.

General tips:

- a) Use mechanical aids, cranes, hoists, trolleys, etc. to avoid physically handling loads wherever possible. If mechanical aids cannot be used, get some assistance but ensure you have been trained in team handling
- b) When performing manual handling tasks for a while, take short breaks to straighten your back and stretch
- c) Take regular breaks when doing repetitive lifting, particularly in hot weather when you will tire more easily
- d) Store loads as close as possible to where you are going to need them to avoid double handling and carrying loads for long distances
- e) Alternate job tasks to avoid overstressing one muscle group. For example alternate heavy jobs with light jobs, alternate jobs that involve working in one posture with jobs that allow you to change your posture more frequently
- f) Stand as close to the load as you can, get a secure grip on the load and avoiding jerking movements
- g) Keep the load as close to the body when lifting and lowering the object, the further away the load is from your body the greater the strain on your back
- h) Turn with the whole body rather than just the trunk to avoid twisting the back
- i) If the object you are lifting is low lying, bend your knees and widen your foot stance instead of bending your back

## **HAZARDOUS SUBSTANCES**

If you are not absolutely certain about the chemicals you handle, FIND OUT. Many of the substances used in workplaces are hazardous. Read the instructions and warnings on the container label and get a copy of the Safety Data Sheet (SDS) for guidance and safe handling of these chemicals. Sometimes hazardous chemicals appear in unexpected forms, such as silica dust from concrete and bricks, or substances derived from manufactured building materials, in fumes from welding work or asbestos dusts.

## **CONFINED SPACES**

In some workplaces there will be areas which are very high risk environments such as silos, vats, pipelines, trenches, pits, crawl spaces, pipe line, pump room, meter and compressor rooms, automatic regulator stations, sewage disposal plants, manholes, sewers, tank, vaults, etc.. In confined spaces suffocation from lack of oxygen or poisoning by toxic gases or explosion of vapours may present a great threat. You may be asked to work or assist in a confined space. Be aware that you are not able to do this work unless you have a Working in Confined Space licence/ticket. Working in confined spaces can be extremely dangerous.

## **NOISE**

It doesn't take much to permanently damage your hearing. The noise level of common power tools such as circular saws, angle grinders or jackhammers (up to 110 decibels) is enough to cause damage. It only takes as little as two minutes per day of unprotected exposure for these loud noises to permanently damage your hearing. Permanent hearing damage is just that, permanent. There is no cure. You must always wear your hearing protection in these environments.

## **FIRES & FIRE EXTINGUISHERS**

Fire hazards on a work site include:

- a) electrical wiring defects
- b) flammable vapours and dust
- c) accumulated rubbish or flammable liquid spills
- d) hot work activities

You should only use fire extinguishers if you have been trained to do so. There are different types of fire extinguishers. Each one is used for a different type of fire. Make sure you look at the pictures on the label, and note the following:

- a) Water and wet chemical extinguishers should NOT be used to extinguish flammable liquids as it can spread the fire
- b) Water, foam or wet chemical extinguishers should NOT be used on an electrical fire as the user could electrocute himself or herself
- c) Carbon dioxide should NOT be used outdoors as it can be dispersed or blown away

## **UNIFORMS, DRESS CODE & SAFETY GEAR**

At induction we supplied you with steel capped boots (or a voucher towards some) and a set of uniforms.

- It is company policy that you wear your uniform to both work and College every day.
- As an employee of All Trades Queensland you are representing this Company. Your uniform which has been provided must always be clean and presentable.
- Your clothing and appearance must be appropriate to ATQ and your host employer.
- We will issue you with a new set of uniforms and boots every twelve months within 3 months of changing year.

### **No Jewellery**

The Work Health & Safety Act clearly states that jewellery on the worksite presents a very real danger to the employee. All Trades Queensland employees (unless working in an office environment) are not to wear earrings or studs either in the ears or on the face, necklaces or bracelets of any kind during working hours. Watches are not to be worn on the wrist whilst working; keep them in your pocket.

### **Important**

All Apprentices/Trainees are required to wear personal protective equipment; this includes your steel capped work boots. This is extremely important. You cannot attend work without wearing the appropriate boots and clothing. They must also be worn at college. If you arrive at work without it, your host will send you home to collect it, and while you do this you will not be paid. **Failure to wear the correct clothing and footwear, and failure to remove jewellery, will result in a warning being issued which will be placed on your file.**

The code of conduct, conflict of interest policy, privacy policy, equal employment opportunity policy and harassment and bullying policies form part of the conditions under which you work for this company. It is essential that you follow these policies exactly; failure to do so may result in our request to cancel your apprenticeship or traineeship.

## CODE OF CONDUCT

### **Application**

In order for the Directors and the Employees of ATQ to comply with the requirements of office/employment and to carry out their responsibilities, the following matters set out in the Code of Conduct shall relevantly be observed by the Directors and Employees of ATQ.

### **Definitions**

In the Code of Conduct the following words have the meaning set out:

“ACT” means the Industrial Relations Act Qld 1999;

“BENEFIT” shall include gift, gratuity, remuneration, allowances, fee, subsidy, consideration, free service or entertainment provided;

“BOARD” means the Board of Directors of ATQ from time to time elected or appointed to office;

“MANAGING DIRECTOR” means the Managing Director;

“MANAGING DIRECTOR” means the individual appointed, from time to time, by the Board of Directors as the MANAGING DIRECTOR of ATQ;

“CODE OF CONDUCT” means the code for the conduct of Directors and Employees as provided for in this document as it may be amended or replaced from time to time;

“COMPANY” means ALL TRADES QUEENSLAND Limited”;

“COMPANY CONSTITUTION” means the Company Constitution of ATQ as amended or replaced from time to time;

“CONFIDENTIAL INFORMATION” means all information which:-

- (a) relates, directly or indirectly, to the Business of ATQ; and
- (b) which is:
  - (i) disclosed or communicated by or on behalf of ATQ to the recipient; or
  - (ii) created, ascertained, discovered or derived by the recipient, whether directly or indirectly, from any such information disclosed or communicated by or on behalf of ATQ to the recipient, before or after the date of the Code of Conduct and whether or not recorded in some tangible form (and where recorded in some tangible form, whether the record is an original or a copy of or extract from the original or other copy or extract), but does not include:-
- (c) information which, at the time when it is disclosed or communicated to or created, ascertained, discovered or derived by the recipient, is publicly known;
- (d) information which, at the time when it is disclosed, is already known to or is in the possession of the recipient and was not acquired, directly or indirectly, from ATQ; or
- (e) information which, after the time when it is disclosed or communicated to or created, ascertained, discovered or derived by the recipient, comes into the public domain otherwise than as a result of any breach by the recipient .

“CORPORATIONS ACT” means the Corporations Act 2001,

“CRIMINAL OFFENCE” means any indictable offence, whether dealt with on indictment or by summary trial (pursuant to the provisions of S552 A&B of the Criminal Code of Queensland) and inclusive of all traffic offences (being offences contained within the Qld Transport Acts) which are potentially punishable by loss of license or imprisonment;

“DANGEROUS DRUGS” means those substances listed in schedules 4 and 8 respectively of the poisons regulations of 1970 as amended or replaced;

“DIRECTOR” means a voting member of the Board of Directors of ATQ;

“EMPLOYEE” means an employee, inclusive of labour hire, employed by ATQ;

“ATQ” means the company;

“ATQ POLICIES” means the policies of the Company as amended or replaced from time to time and which are communicated by the Directors to the Employees;

“INDUSTRIAL INSTRUMENT” means an award, Enterprise Agreement or Workplace Agreement made pursuant to the Act or the Workplace Relations Act, 1996 (Commonwealth);

“INFORMATION” includes but is not limited to any information, knowledge, belief, fact, state of affairs, technology, action, technique, method, know how, concept, idea, process, procedure, system, composition, formula, function, use, colour, texture, sound, smell, taste, layout, design, quantity, name, shape, size, magnitude, quality, attribute, result, interpretation, analysis, price list, fee list, customer list, host list, canvassing list, contact list, site list, trade list, sub-trade list, trainee lists, apprentice lists, data bases, trainee applicant’s list, apprentice applicant’s list, client list, accounting records, list of suppliers of material to ATQ and trade secret;

“RESTRICTED DRUGS” means those substances listed in schedules 4 and 8 respectively of the poisons regulations of 1970 as amended or replaced.

### **Requirements of Office/Employment**

Community expectations of ATQ are that its Directors and Employees provide:

- fair, accurate and unbiased advice to all persons and organisations they deal with;
- act promptly and effectively;
- manage ATQ’s assets efficiently, economically and with scrupulous honesty;
- seek to achieve superior standards of employment
- seek to achieve superior standards of service delivery to host employers;
- act in the best interests of both the community at large and all employees in general.

The Directors and Employees are expected at all times to:

- act honestly and with the utmost integrity, and comply with the letter and spirit of any laws, the company Constitution and ATQ policies and the Code of Conduct;
- uphold the Laws of Queensland and Australia;
- at all times act responsibly in the performance of their duties;
- act in the best interests of all members of ATQ;
- use the assets of ATQ economically and efficiently;
- ensure that their official powers or position are not used improperly for personal advantage and that any conflict between personal interest and company interest, which may arise, is resolved in favour of ATQ;
- ensure that their conduct, whether in a personal or official capacity, does not bring ATQ into disrepute or damage public confidence in ALL TRADES QUEENSLAND Limited.
- use every opportunity to promote the interests, values and objectives of ATQ;
- seek to advance the common goals of the community served by ATQ;
- treat each other, members of the public, host employees and other persons respectfully, honestly and fairly, with proper regard for their rights, entitlements, duties and obligations;
- conduct their duties in a manner that is open and transparent and that allows Directors and Employees and the public to remain informed about ATQ’s activity and practices;
- adopt an exemplary standard of communication, both form and manner, with host employees irrespective of whether they be representatives of Government, in the public/community sector or individuals/entities in the private sector;
- exercise due diligence, care and attention and at all times seek to achieve the highest standards practicable in relation to their duties and responsibilities;
- avoid waste, abuse and extravagance in the provision or use of Company resources;
- expose fraud and corruption of which a Director or Employee is unaware
- in relation to ATQ to identify, and wherever possible prevent, impropriety, improper use of resources and improper use of information or confidential information;

use ATQ resources only in accordance with Company Policy, an Industrial Instrument or, other recognised work practice or under the direction of a person holding appropriate authority from ATQ.

Directors and Employees shall not:

- seek or accept a bribe or other improper inducement;
- use their official position to gain advantage or to improperly influence other Directors or Employees in the performance of their duties for the purpose of private gain or personal benefit;
- accept gifts or services, other than minor incidental items, in the course of their duties;
- by virtue of their official positions accept or acquire a personal profit or advantage of a personal material value other than permitted by the Code of Conduct.
- use ATQ resources for private purposes (except where expressly permitted as part of a contract of employment) unless such use is expressly authorised;
- use, or convert to their own use, any property of ATQ.

The Directors are expected to:

- bring to the Board all the skills and experience they possess, and to diligently apply themselves to their duties;
- participate freely in all discussions, always listen to others and allow others to fully express their opinions;
- conduct the business of the Board in the strictest confidence, and avoid the public disclosure of any information or confidential information unless that disclosure is approved;
- consider decisions of the Board binding on all Board Members and not publicly dissent from them;
- notify the Chair of any conflict of interest, financial or otherwise, that may arise between their personal activities and those of ATQ and in the event of any conflict arising to comply with the provisions of the Code of Conduct;
- maintain good relations with Employees;
- ensure that requests or instructions to Employees in regard to Board matters are passed through the managing director;
- be prepared to receive any stakeholder's views, requests or complaints and to pass them, preferably in writing, to the managing director and to the Board to be dealt with;
- have a detailed knowledge of ATQ's policies and the Company Constitution;
- act in ways which enhance both public perception and confidence in the administration and performance of ATQ.

Employees are expected to:

- bring to ATQ all the skills and experience they possess, and to diligently apply themselves to their duties;
- provide appropriate reporting and advice that the Board would expect from skilled Employees;
- consistently and effectively comply with all policies and procedures established by ATQ;
- always act within delegated authorities;
- provide the Board with full and complete disclosure of all their activities and the activities of ATQ;
- provide speedy and effective responses to requests from the Board.

Particular Obligations of Directors and Employees

Directors and Employees shall:

- make themselves aware of the basic provisions of the various Acts, obligations, policies, regulations and protocols that relate to ATQ;
- observe the correct lines of communication and responsibility;
- be impartial when preparing reports and giving advice to the Board and Directors of ATQ and in making decisions be prepared to accept the responsibility that goes with making those decisions;
- not publicly criticise Directors and Employees;
- not make promises to the public, Directors, apprentices, trainees, labour hire, host employers, employees and members of other organizations which cannot be kept;

not make comments to the media unless expressly authorised to do so by the Managing Director and then, only do so as required and by observing and respecting the policies of ATQ;

in accordance with ATQ policy, not engage in any other employment or engagement without the written authorisation of the Managing Director

whilst on duty, devote the whole of their time and attention to the business of ATQ and ensure that their work is carried out efficiently, economically and effectively;

carry out all lawful directions given by any person having the authority to give such directions;

give effect to the lawful directions, policies, obligations and practices of ATQ;

conform to the standard of dress, from time to time, determined by the Managing Director;

not at any time allow the consumption of alcohol, restricted drugs or dangerous drugs, to adversely affect work performance;

not consume alcohol, restricted drugs or dangerous drugs whilst performing duty except where related to the Directors or Employees official duties and subject to the Managing Director's approval and/or medical certification and any/or other conditions that the Managing Director may place on consumption.

### **Conflict of Interest**

- (a) A "conflict of interest" may be defined as a situation in which an Employee or Director has a private or personal interest sufficient to influence the objective exercise of their official duties.
- (b) The principles relating to conflict of interest flow directly from the classification of Directors and Employees as fiduciaries and may also arise from the Corporations Act.
- (c) A fiduciary is a person who is in a relationship of trust and confidence or of confidential relations.
- (d) The duty owed by a fiduciary varies in obligation according to the office/position held and the nature of functions performed.
- (e) A fiduciaries duty to serve another's interests implies that fiduciaries will avoid placing themselves in a position where they could prefer their own or someone else's interests to those of the person (or entity) to whom the obligation is owed, which in the present circumstances is ATQ.
- (f) This duty is applicable to both Directors and Employees.

Examples of conflicts:

- (i) conflict with personal material interest: directors are unable to enter contracts where their personal interests "possibly may conflict" with the interests of the company;
- (ii) conflict with other duty by which director/employee bound: where companies have directors in common or an employee is a director of another corporate entity, and a decision involving a potential conflict of interest is required to be taken by one of the companies, then the common directors should not participate in the relevant board's decision making process on that matter and an Employee should disclose their interest and not in any manner involve themselves in the process

A conflict can be said to arise when any reasonable person within the community would believe that the person could be so influenced by that conflict of interest.

- (g) The duty is a strict duty and a Director or Employee may be in breach even though they act honestly and do not stand to make a profit.
- (h) The Company Constitution provides for conflicts as follows:

#### **"16. INTERESTED DIRECTORS**

- (a) Interested Directors disqualified

A Director of the Company who is in any way whether directly or indirectly interested in a contract or proposed contract with the Company or in any contract or arrangement entered into by or on behalf of the Company shall declare their interest and:

- (i) that Director shall be disqualified from contracting with the Company either as vendor, purchaser or otherwise;
- (ii) any contract made by that Director with the Company and any contract or arrangement entered into by or on behalf of the Company in which that Director is in any way interested shall be avoided by reason only of such Director holding office or of the fiduciary relationship thereby established;
- (iii) the Director so contracting or being so interested shall be liable to account to the Company for any profit realised by any such contract or arrangement by reason only of such Director holding office or of the fiduciary relationship thereby established;
- (iv) that Director may not in respect of any contract or arrangement in which the Director is so interested as aforesaid and in relation thereto:-



- (i) vote;
  - (ii) execute any deed or document whatsoever on behalf of the Company; and
  - (iii) count in a quorum.
- (b) Sufficient disclosure  
A general notice that a Director is a Director or Member of any specified Company or firm and is to be regarded as interested in all subsequent transactions with such Company or firm shall be sufficient disclosure under these rules in relation to any contract, proposed contract or arrangement so made with such Company or firm.
- (c) Other office may be held  
A Director may hold any other office or place of profit, except that of auditor, in the Company in conjunction with the Director's Directorship and may be appointed thereto upon such terms as to remuneration, tenure of office and otherwise as may be arranged by the Directors, inclusive of the office of Secretary, and such appointment shall not of itself give rise to a conflict as provided for in sub rule (a) of this rule."
- (i) A Director is also subject to the provisions of the Corporations Act.
- (j) Dealing with a conflict of interest – Directors and Employees:  
must serve the overall Company interest;  
if conflict arises between the interest of ATQ and the private interest of the Director or Employee – preference must be given to ATQ's interest;  
a Director or Employee must ensure there is no conflict or possible conflict between the Directors or Employee's private interest and the honest performance of their role in serving the interests of ATQ.
- (k) A Director or Employee who potentially is in conflict, that is there exists a "real sensible possibility of conflict" shall:
- (i) declare their interest to the Board or Managing Director respectively;
  - (ii) in the case of a Director abstain from involvement in matters relating to the potential for conflict;
  - (iii) in the case of Employees act only upon the express authority of the Managing Director in any matter relating to the potential for conflict.
- (l) Any Director failing to comply with the provisions of this part of the Code of Conduct shall be guilty of a serious breach of fiduciary duty and may be subject to removal from the Board on the grounds of misconduct.
- (m) Any Employee failing to comply with the provisions of this part shall be guilty of gross misconduct and their employment may be terminated (summarily or otherwise) at the absolute discretion of the Managing Director
- (n) A Director or Employee who is in breach of their fiduciary duty, arising out of a conflict or potential conflict, may:
- (i) in the case of a Director:
    - (A) be liable for loss to the Company or an account of profits made by the Director;
    - (B) be liable for penalty pursuant to the Corporations Act;
    - (C) be liable to injunctive and other equitable remedy;
  - (ii) in the case of an Employee:
    - (A) be liable for damages arising from breach of contract;
    - (B) be liable to account for profits made by the Employee;
    - (C) be liable to injunctive and other equitable remedy.

## Use of Information

Directors and Employees shall:

- not advance a private interest by the use of ATQ's confidential information gained in the course of their fulfilling their obligations as a Director or an Employee as the case may be;
  - treat confidential reports and confidential discussions of ATQ with the strictest confidence;
  - not use or disclose, presently or in the future and whether remaining a Director or Employee as the case may be, any of ATQ's information or confidential information without the prior written approval of the Managing Director;
  - on ceasing to be a Director or an Employee deliver up to the Managing Director, or a person delegated by the Managing Director, all ATQ's information and/or confidential information that they have in their power or possession;
- any Director failing to comply with the provisions of this part shall be guilty of a serious breach of fiduciary duty and may be subject to the removal from the Board on the grounds of misconduct; and in the case of a Director

- be liable for loss to the Company or an account of profits made by the Director;
- be liable for penalty pursuant to the Corporations Act;
- be liable to injunctive and other equitable remedy;

any Employee failing to comply with the provisions of this part shall be guilty of gross misconduct and their employment may, subject to the circumstances, be terminated at the absolute discretion of the Managing Director

And in the case of an Employee:

- be liable for damages arising from breach of contract;
- be liable to account for profits made by the Employee;
- be liable to injunctive and other equitable remedy.

## **Charge or Conviction for an Indictable Offence**

Directors charged with a criminal offence shall:

- advise the Board at the earliest opportunity of the charge;
- at the request and in the discretion of the Board, should the Board consider it appropriate, stand down from their position as a Director until the matter is dealt with before the Courts;
- advise the Board, at the earliest opportunity, after a determination is made by a Court, of that determination;
- in the event of a conviction for any indictable offence resign their position;
- any Director failing to comply with the provisions of this part shall be guilty of a serious breach of fiduciary duty and may be subject to removal from the Board on the grounds of misconduct.

An Employee charged with a criminal offence shall:

- Immediately notify the Managing Director of the charge;
- shall if requested, and whilst recognising the Employee's right against self incrimination, advise the Managing Director in writing of the circumstances surrounding the charge;
- shall in the absolute discretion of the Managing Director, be stood down from their employee position, subject to the Act and any relevant industrial instrument, without pay or be redeployed to other duties whilst the charge is being determined;
- shall advise the Managing Director as soon as a determination is made by a Court, of that determination;
- in the event of a conviction for any indictable offence the employment of the Employee shall be terminated;
- any Employee failing to comply with the provisions of this part shall be guilty of gross misconduct and their employment may, subject to the circumstances, be terminated at the absolute discretion of the Managing Director, subject to the applicable circumstances.

## **Report of Corrupt Conduct**

A Director or Employee who knows or has good reason to suspect any:

- fraud;
  - corrupt conduct;
  - criminal conduct; or
  - unethical conduct;
- occurring within ATQ or being committed by a Director or Employee, shall report it immediately to the Managing Director

Any Director failing to comply with the provisions of this part shall be guilty of a serious breach of fiduciary duty and may be subject to the removal from the Board on the grounds of misconduct.

Any Employee failing to comply with the provisions of this part shall be guilty of gross misconduct and their employment may, subject to the circumstances, be terminated at the absolute discretion of the Managing Director.

## **Breaches of the Code of Conduct**

Sanctions may be applied if the Code of Conduct or any relevant law is breached. Depending on the breach, and unless otherwise prescribed by the Code of Conduct, sanctions may include counselling, disciplinary action (including termination of employment), the lodging of criminal charges and for the taking of civil action.

## **Obligations of ATQ**

Directors and Employees who faithfully, honestly and rigorously observe the requirements of the Code of Conduct and any relevant law are entitled to the publicly expressed support of ATQ and their colleagues against unfair or mischievous allegation of dishonestly or partial performance of their professional duties.

## **Inappropriate Behaviour**

All forms of inappropriate behaviour is prohibited by employees of ALL TRADES QUEENSLAND Limited ("ATQ") at all times during normal working hours (including lunch and break times) and at work related functions

Inappropriate behaviour includes but is not limited to:

- Discriminatory behaviour
- Harassment, including sexual harassment
- Bullying
- Use of foul and vulgar language; and
- Sexual activity
- Any act which breaches this clause will be regarded by ATQ as serious misconduct and may result in the employee's termination of employment

## **CONFLICT OF INTEREST POLICY**

As employees of the company we have an obligation to maintain the company's integrity and good public image. This should be kept in mind when personal interests differ from the interest of the company. If a conflict arises, it should be resolved in favour of the company.

A potential or apparent conflict of interest exists when our private interest could impact adversely upon the proper performance of our official duties. When a reasonable person in possession of the relevant facts would conclude that our private interests are likely to interfere with this performance, an actual conflict of interest exists.

The following steps may provide assistance when determining how to handle a potential conflict of interest:

- a) Determine the company's position on the matter
- b) Determine your own position on the matter and identify any inconsistency with that of the company
- c) Consider how others such as your peers, senior management or the Government would view the inconsistency
- d) Consider alternative courses of action and their possible implications
- e) Determine how the conflict could be best resolved in the company's interest
- f) If you are uncertain on how to proceed, discuss the matter with your Manager.

By ensuring that potential conflicts of interest are identified early and resolved in the company's interest, we are able to promote objective and transparent decision making processes, and enhance the good reputation of both the company and ourselves.

## **PRIVACY POLICY**

The National Privacy Policy instructs that this organisation must take reasonable steps to protect the personal information it holds from misuse and loss and from unauthorised access, modification or disclosure.

All personal information that we receive about our Directors, Host Employers, Apprentices, Trainees, Labour Hire employees or fellow employees should be treated as confidential and is only to be used for permissible purposes.

No personal information about Directors, Apprentices, Trainees, Labour Hire employees or fellow employees is to be disclosed without that persons prior approval. Information on home address's, telephone numbers, salary or where they are hosted is to be disclosed. Information requested from financial institutions can only be given if the institution supplies written approval from our employee. If the employee is over 18 years of age no information can be given to the employees parents.

Credit references on Host Employers can only be given if we receive the request for such a reference in writing.

The only exception to disclosing information is information that is requested by a Government department.

## **EQUAL EMPLOYMENT OPPORTUNITY POLICY**

It is the policy of All Trades Queensland to ensure that our employees are treated equitably and fairly in matters relating to their employment.

This policy applies to, but is not limited to selection, placement, transfers, performance reviews, training and career development, promotions and separations. It also applies to remuneration packages, benefits and other conditions of employment with the Company.

In addition, it is our policy to have in place an Affirmative Action Program for women, which is in line with the relevant legislation.

## **HARASSMENT AND BULLYING POLICY**

It is the policy of All Trades Queensland to exercise its moral and legal obligation in making certain that harassment and bullying of any kind does not occur in the workplace. At no time are there to be actions, comments, suggestions, remarks or physical contact that belittle, offend or demean any person. Harassment and Bullying may be active or passive, direct or indirect, physical or psychological.

Any person who feels they are being harassed and/or bullied should either:

- a) directly inform the alleged offender, possibly in the presence of a witness or seek an agreed solution, or

b) discuss the matter with either their Manager/Supervisor/Field Officer/Grievance Officer or the Harassment Officer.

All complaints are to be addressed in an impartial, confidential and prompt manner.

### **Code of Behaviour for the prevention of harassment and bullying**

All Trades Queensland is committed to maintaining a workplace free from all forms of harassment and bullying, where employees can feel safe and comfortable to perform their duties free from such concerns.

All Trades Queensland encourages the building of friendly, co-operative and mutually beneficial relationships amongst all staff in their working environment. We believe this can be achieved and maintained by observing the following:

Treat all fellow employees as competent professionals.

- NO touching of ANY kind – except normal handshakes
- NO gender related jokes or putdowns
- NO jokes of a sexual or double meaning nature, or jokes relating to sexual preference
- NO racist jokes
- NO ethnic or racist putdowns
- NO jokes or putdowns about people physically or mentally impaired
- NO sexual comments, invitation or suggestion of ANY kind
- NO display of nude, semi-nude or pornographic photographs, calendars or posters
- NO actions, comments, suggestion, remarks or physical contact which belittles or demean any person
- NO use of the internet, mobile phones or other devices to send or post text or images intended to hurt or embarrass

### **SOCIAL MEDIA POLICY**

These guidelines provide expectations for our employees using social media tools such as Facebook and Twitter and where your identity can be linked to All Trades Queensland or a host employer(s).

As an employee you have an obligation to make sure you do not post comments or material that is damaging in any way to All Trades Queensland or our host employers.

If you have an issue or complaint regarding any aspect of your employment, we have a Grievance Procedure for this purpose so that management can be made aware of any problems you are experiencing.

Important: Social Media is not to be used as a forum to raise work related problems. You can raise any issues regarding your employment with your field officer or use the grievance form located on our website (under Current Employees).

When using your personal social media accounts:

- Remember that your comments are public and could easily be reported
- Ensure your posts or behaviour are not in breach of your employment contract
- Think about your reputation, All Trades Queensland's reputation, and the reputation of your colleagues
- Respect the privacy of fellow staff members, directors, host employers, or other individuals or organisations, associated with All Trades Queensland;
- Have regard to the fact that our Equal Opportunity and Anti-Discrimination, Harassment and Bullying & Violence policies still apply where social media content published by you is able to be related back to your employment with All Trades Queensland.

As an example, under your Facebook profile if you state something like "I work at All Trades Queensland" you must ensure that you take care in what you post because all of your comments can be linked back to All Trades Queensland.

- Do not engage in any activity that reflects poorly on All Trades Queensland;
- Do not post negative comments with respect to All Trades Queensland, host employers, fellow staff members, directors, clients or others associated with our organisation.
- Do not post material that is obscene, defamatory, threatening, discriminatory or hateful to another person or entity where they are in anyway associated with All Trades Queensland.
- Do not use All Trades Queensland's logo's, trademarks or other intellectual property.

In short you should not post negative comments about All Trades Queensland, our host employers or staff as it may lead to termination of your employment. If you are uncertain about how your employment may be affected by your use of your own personal social media tools, please speak with your Field Officer.

If there is material on your social media sites that may be in conflict with this policy, it must be removed immediately.