



**Master
Builders
Association**

New South Wales

Host Employer Handbook

Contents

1.	Welcome to Master Builders	2
2.	Master Builders Apprenticeship Services Overview	3
3.	Host Employer Engagement Process	7
4.	Host Employer Eligibility Requirements.....	8
5.	Industry Award Conditions	10
6.	Host Employer Invoice Rates	12
7.	Payment Terms	17
8.	Apprentice/Trainee Leave Entitlements	18
9.	Timesheet Approvals	24
10.	Minimum Period of Placement	25
11.	Notice to Return a Master Builders Apprentice/Trainee	26
12.	Removal of a Master Builders Apprentice/Trainee	27
13.	Transfer of Apprenticeship/Traineeship	28
14.	Registered Training Organisation (RTO) Training	29
15.	Training Plans	30
16.	Job Rotation	31
17.	Field Officer Site Visits	32
18.	Completion of an Apprenticeship/Traineeship.....	33
19.	Government Incentives and Funding.....	35
20.	Limitation of Liability.....	36
21.	Personal and Professional Conduct	37
22.	Sexual Harassment and Bullying	38
23.	Safety, Health, and Environment.....	44
24.	Complaints	53
25.	Privacy Policy.....	55
	Appendix A: Host Employer Contractual Agreement	61
	Appendix B: Master Builders Direct Debit Form.....	63
	Appendix C: Host Employer Minimum Safety Standard Questionnaire	65
	Appendix D: Guidelines for Supervising a Master Builders Apprentice.....	67

1. Welcome to Master Builders

1.1. About Your Host Employer Handbook

Welcome aboard as a Host Employer with Master Builders Association of New South Wales Pty Ltd (Master Builders).

As a Registered Group Training Organisation (GTO) Master Builders provides Apprenticeship Services to the Building and Construction Industry in NSW and we are delighted that you have chosen to work with Master Builders for your apprentice and trainee requirements.

This Host Employer Handbook has been designed to provide information that will help you understand how Master Builders operates as a GTO, our role and responsibilities, and your role and responsibilities as an approved Master Builders Host Employer.

The Host Employer Handbook forms part of the Master Builders Terms of Business and your Contractual Agreement with Master Builders. Please make sure you read this information carefully and contact Master Builders if you have any questions or require any clarifications.

From time-to-time Master Builders may be required to review and update the Host Employer Handbook. When this occurs, you will be notified of the updates and issued with an updated version.

Thank you again for choosing Master Builders, we look forward to working with you to train our next generation of tradespeople and contribute to the growth and sustainability of the Building and Construction Industry.

2. Master Builders Apprenticeship Services Overview

2.1. About Master Builders Apprenticeship Services (MBAS)

Master Builders Apprenticeship Services is an Apprentice and Trainee employment service offered by the Master Builders Association of New South Wales Pty Ltd, ABN 11 074 397 532 (Master Builders) Registered Group Training Organisation (GTO).

Master Builders is the Apprenticeship and Traineeship arm of the Master Builders Association of New South Wales, ABN 96 550 042 906 (MBA). Master Builders has been committed to supporting, promoting, and employing apprentices and trainees in the building and construction industry since 1974.

2.2. About Master Builders Association of NSW (MBA)

The Master Builders Association of New South Wales was established in 1873, making it the oldest employer association Australia. With over eight thousand (8,000) members in NSW and eight (8) regional offices throughout the state, MBA are the only industry body that represents all sectors within the building and construction industry.

The Master Builders Association of New South Wales (MBA) is the leading building and construction industry association across the state. A not-for-profit organisation, it is chartered with representing and furthering the interests of the building and construction industry.

The Master Builders Association of New South Wales (MBA) provides representation and services to members and the industry in key areas such as industrial relations, work health and safety, contracts and legal advice, education and training, and government legislation. MBA also develops alliances with key organisations to provide our members with direct commercial benefits.

2.3. About Group Training Organisations

Group Training Organisations (GTOs) facilitate an employment and training arrangement whereby they employ apprentices and trainees under an Apprenticeship/Traineeship Training Contract and place them with Host Employers.

The GTO undertakes the employer responsibilities for the quality and continuity of the apprentices' and/or trainees' employment and training. The GTO also provides care and support for the apprentice or trainee throughout their engagement with the GTO.

2.4. About Registered Group Training Organisations

Group Training Organisations can be registered or un-registered, operate for profit or not-for-profit, and in some instances can also be labour hire companies. Registered Group Training Organisations are independently audited by the State or Territory Training Authority (STA) in their jurisdiction against the National Standards for Group Training Organisations. Registered Group Training Organisations are recognised for their quality and compliance with the National Standards for Group Training Organisations.

GTO's must follow the National Standards for Group Training Organisations to maintain their registration.

Master Builders is registered in NSW as a Registered Group Training Organisation by the NSW STA, Training Services NSW (NSW Department of Education).

As a Registered Group Training Organisation, Master Builders complies with all Commonwealth, State and Territory legislative and regulatory requirements and policies as they relate to the employment and training of apprentices and trainees in NSW. This includes compliance with the NSW Apprenticeship and Traineeship Act 2001.

2.5. How Master Builders Apprenticeship Services (MBAS) Works

Master Builders employs apprentices and trainees, and places them with tradespeople and builders known as Host Employers. The apprentice or trainee receives their on-the-job training for their apprenticeship or traineeship with the Host Employer and attend a Registered Training Organisation (RTO) for their off-the-job training.

Master Builders is the legal employer of the apprentice or trainee. This means we are responsible for:

- Meeting the obligations of an employer of an apprentice or trainee as defined by the Apprenticeship and Traineeship Act 2001.
- Registration of the Training Contract.
- Registration of the Master Builders Apprentice/Trainee with the Long Service Payment Corporation and the issuance of long service certificates.
- The recruitment of Master Builders Apprentices and Trainees.
- Ensuring Master Builders Apprentices and Trainees are placed with a suitable Host Employer.
- Ensuring approved Host Employers meet the Master Builders Minimum Safety Standard.
- Ensuring approved Master Builders Host Employers are aware of and comply with their supervision and safety obligations.

- Ensuring the safety of Master Builders Apprentices and Trainees.
- Assisting with the arrangements for off-the-job training with a Registered Training Organisation (RTO) and assisting with the completion of training plans.
- Monitoring and providing support to both the apprentice/trainee and the Host Employer through regular contact and site visits.
- Paying wages, allowances, superannuation, insurance, and other employee entitlements in accordance with the appropriate Award or Enterprise Bargaining Agreement (EBA).
- Obtaining Workers Compensation insurance, managing workers compensation claims and overseeing return to work programs.
- Managing the administrative and contractual arrangements and paperwork of the apprenticeship or traineeship.
- Monitoring and reviewing the apprentice/trainee’s attendance and progress at RTO training.
- Maintenance of apprentice/trainee records of work performance, attendance, punctuality, attitude, and progress in work skills.
- Providing Host Employers with up-to-date information on laws and regulations affecting apprentices and trainees.

The Master Builders Host Employer is responsible for:

- Providing on-the job training for the apprentice/trainee consistent with the apprentice/trainee’s Training Plan.
- Providing appropriately qualified supervision.
- Providing appropriate levels of supervision in line with the Master Builders Guidelines for Supervising a Master Builders Apprentice.
- Providing a safe work environment free from bullying and harassment.
- Inducting the Master Builders Apprentice/Trainee on each new site.
- Ensuring the Master Builders Apprentice/Trainee is wearing appropriate Personal Protective Equipment (PPE).
- Ensure the Master Builders Apprentice/Trainee participates in Toolbox Talks.
- Where the Master Builders Apprentice/Trainee is involved in high-risk construction work, ensure they have read and understood and signed the Safe Work Method Statement (SWMS)
- Ensure Master Builders Apprentices/Trainees **do not** work with or around asbestos or asbestos containing materials or engineered stone.
- Releasing the apprentice/trainee from work during work hours to attend/under Registered Training Organisation (RTO) training and assessment.
- Releasing the apprentice/trainee from work during work hours to attend/undertake mandatory audiometric testing.
- Releasing the apprentice/trainee from work during work hours to undertake drug and or alcohol testing.

- Participating in and contributing to the workplace assessment of the apprentice/trainee.
- Informing Master Builders if there are any issues with the performance or attendance of a Master Builders Apprentice or Trainee.
- Informing Master Builders if an Apprentice/Trainee sustains an injury while onsite
- Allow Master Builders Field Officers access to your site for the purposes of, but not limited to, conducting visits with the Master Builders Apprentice/Trainee and Host Employer, mentoring and monitoring, performance conversations and counselling, incident/accident investigation.

3. Host Employer Engagement Process

The following process flow provides an overview of the steps involved in becoming an Approved Master Builders Host Employer:

1. Potential Host Employer discusses requirements with Master Builders

2. Potential Host Employer reviews Master Builders Host Employer Handbook and Invoice Rates and submits Minimum Safety Standard Questionnaire and all requested supporting documentation

3. Master Builders confirms Approval Status with Potential Host Employer

4. Approved Host Employer completes and submits Contractual Agreement, Direct Debit form and provides any outstanding documentation

5. Master Builders provides Host Employer with a shortlist of candidates to review

6. Host Employer selects preferred candidate and confirms a start date

7. Master Builders ensures Apprentice/Trainee has been inducted and undertaken safety training and attend site on Apprentice/Trainee's first day

8. Master Builders provides ongoing support to the Host Employer and Apprentice/Trainee throughout the duration of the placement

4. Host Employer Eligibility Requirements

In order to become an Approved Master Builders Host Employer and take on a Master Builders Apprentice or Trainee, you must be able to meet and maintain the following eligibility requirements:

4.1. Business Requirements

A Master Builders Approved Host Employer must:

- Hold a valid Australian Business Number (ABN) whether the business is a sole trader or company
- Be qualified or employ a person who holds a qualification equal to or greater than the qualification the Master Builder Apprentice or Trainee is learning. For example:

To host a carpentry apprentice, the supervisor of the apprentice must hold a carpentry trade qualification (Certificate III in Carpentry), a higher qualification or be extensively experienced in this vocation as to provide guidance and support to the apprentice.

4.2. Not have been deemed a Prohibited Employer

Master Builders Apprentices and/or Trainees cannot be placed with a Host Employer that has been deemed as a Prohibited Employer as defined in the Apprenticeship and Traineeship Act (2001) Section 14.3

4.3. Satisfy Master Builders Minimum Safety Standard

Safety is a major focus for Master Builders, and prospective Host Employers are required to satisfy the Master Builders Minimum Safety Standard as part of the eligibility requirements to become an approved Master Builders Host Employer.

The prospective Host Employer must complete the Master Builders Host Employer Minimum Safety Standard Questionnaire (Appendix C) and provide Master Builders with relevant and current documentation that shows evidence of:

- A recorded Training Register.
- Site Induction carried out and recorded.
- Risk Assessments carried out and recorded.
- Toolbox talks carried out and recorded.
- A chemical register and current SDS.
- An Electrical register.

- High Risk Construction SWMS completed and have been read and understood by staff.
- WHS Management Plan for construction projects over \$250,000.

4.4. Ensure Appropriate Levels of Supervision of the Master Builders Apprentice/Trainee

Effective and appropriate supervision is critical to the success and safety of an Apprentice or Trainee. Apprentices and Trainees are new to the workplace, they are inexperienced and are still learning, and as a result they need additional guidance and support. Master Builders has developed a set of guidelines to assist you in ensuring our Apprentices and Trainees are adequately supervised on site. As an approved Master Builders Host Employer, you are required to follow the supervision guidelines outlined in this document. (See Appendix D: Guidelines for Supervising a Master Builders Apprentice for full details.)

As a Host Employer, you are responsible at all times for the supervision and safety of the apprentice/trainee on site, you cannot transfer or delegate the services or supervision of a Master Builders Apprentice/Trainee to another company, business or person.

The NSW Department of Education also provide free workshops on supervising apprentices or trainees in the workplace. The workshops are held across regional and metro NSW and provide guidance on:

- Effectively supervising and coaching apprentices/trainees.
- Understanding the importance of effective communication in the workplace.
- Understanding the relationship with the training provider.
- Addressing workplace bullying and harassment.

Participants in this training may be eligible for Continuing Professional Development (CPD) points.

You can find out more about these courses by visiting the website:

<https://www.nsw.gov.au/education-and-training/apprentices-and-trainees/employers/free-workshops>

5. Industry Award Conditions

Master Builders Apprentices/Trainees are employed by Master Builders and enter into a Training Contract with Master Builders. The working week can be made up of hours worked on site, off-the-job RTO training, annual leave, personal leave or other leave entitlements, rostered days off (RDOs), inclement weather, or other relevant entitlements in accordance with the relevant Industry Award.

Master Builders Apprentices/Trainees are paid by Master Builders in accordance with the relevant Industry Award conditions. Details of the relevant Industry Award conditions are provided in the table below.

Where a Master Builders Apprentice is placed with a Host Employer that is covered by an Enterprise Agreement which contains rates of pay and/or allowances different to that of the Industry Award, the Master Builders Apprentice will be paid in accordance with the agreement.

Note: Apprentice/Trainees under an Enterprise Agreement must be better off overall in comparison to the relevant Industry Award. Employees at no stage will receive a payment less than that prescribed by the Award.

Master Builders pays the Apprentice/Trainee directly based on the appropriate Award Conditions or Enterprise agreement and then invoices the Host Employer for the services provided.

Award	Covers
<p>Building and Construction General On-Site Award 2020 (MA000020) https://awardviewer.fwo.gov.au/award/show/MA000020</p>	<ul style="list-style-type: none"> • Carpentry • Bricklaying • Joiner • Formwork/Falsework • Plasterer • Landscaper • Painter • Plant Mechanic • Metal Fabricator • Waterproof Traineeship
<p>Plumbing and Fire Sprinkler Award 2020 (MA000036) http://awardviewer.fwo.gov.au/award/show/MA000036</p>	<ul style="list-style-type: none"> • Plumber • Roof Plumber
<p>Joinery and Building Trades Award 2020 (MA000029) http://awardviewer.fwo.gov.au/award/show/MA000029</p>	<ul style="list-style-type: none"> • Shop Fitter

Clerks – Private Sector Award 2020 (MA000002) http://awardviewer.fwo.gov.au/award/show/MA000002	<ul style="list-style-type: none"> • Business Services – Business Certificate III • Business Services – IV
Timber Industry Award 2020 (MA000071) http://awardviewer.fwo.gov.au/award/show/MA000071	<ul style="list-style-type: none"> • Cabinet Maker • Furniture • Timber Trainee
Manufacturing and Associated Industries and Occupations Award 2020 (MA000010) http://awardviewer.fwo.gov.au/award/show/MA000010	<ul style="list-style-type: none"> • Wood Machinist

6. Host Employer Invoice Rates

The Master Builders Host Employer Ordinary Hours Invoice Rates and Overtime Invoice Rates are based on the apprentice/trainee's relevant Industry Award and/or Enterprise Agreement and are provided as a charge per hour to the Host Employer.

Master Builders will provide the Host Employer with the relevant Ordinary Hours Invoice Rate and Overtime Invoice Rates appropriate to the Apprentice/Trainee that they take on as part of the Engagement Process.

If you take more than one (1) apprentice/trainee, different Invoice Rates may apply depending on the relevant Industry Award, the stage and age etc of apprentice/trainee. Master Builders will advise you of the Invoice Rates applicable to each apprentice/trainee that you take.

The Invoice Rates provided are valid from July 1 to June 30 each financial year. Master Builders will provide the Host Employer with a two (2) week notice period of any rate changes that will be applied to a new financial year period.

If the nature of the work performed for the Host Employer, or conditions applicable at any Host Employers' site changes causing the Apprentice/Trainee wages or entitlements to change, Master Builders reserves the right to retrospectively and/or proactively amend accordingly its Invoice Rates to the Host Employer to recover any wages or entitlements owing and/or paid by Master Builders to the Apprentice/Trainee.

For the avoidance of doubt, it is at all times the responsibility of the Host Employer to inform Master Builders of any applicable changes to the Apprentice/Trainee's working conditions or works performed in a timely fashion so as to avoid underpayments. Further, the Host Employer agrees that Master Builders may invoice at any time to recover any underpayments which are or were owing to the Apprentice/Trainee arising from works carried out for the Host Employer.

6.1. Ordinary Hours Invoice Rate Inclusions

The Master Builders Host Employer Ordinary Hours Invoice Rate incorporates:

- Wages.
- Tool allowance, fare and standard travel allowance where applicable.
- Superannuation contributions.
- Taxation.
- Twenty (20) days annual leave.
- Ten (10) days personal leave.
- Two (2) days compassionate leave.

- Up to ten (10) days Family Domestic Violence Leave.
- Public Holidays.
- Payment of Registered Training Organisation (RTO) fees where applicable.
- Wages while the Apprentice/Trainee attends RTO.
- Long Service Leave administration and registration.
- Rostered Days Off- accrual, administration and payment of wages.

The Host Employer will **only** be charged the Ordinary Hours hourly rate for the days the Apprentice/Trainee worked on site - with the exception of time lost in accordance with the Building and Construction General Onsite Award 2020 (the Award) or Enterprise Agreement in relation to Inclement Weather Days (see 6.2.3 Inclement Weather for more details).

6.2. Invoice Rate Exclusions

The Master Builders Host Employer Ordinary Hours Invoice Rate **does not** include:

- Overtime wages including allowances.
- Weekend fares.
- Inclement weather wages.
- Meal allowances.
- Site Allowances and Special Rate Allowances.
- Travel between Construction Sites and Distant Work Payments.
- Living away from home allowances.
- Penalty Rates for Public Holidays Worked.

These items will appear on your Invoice as separate line-items.

6.2.1. Overtime Invoice Rate

The Master Builders Host Employer Overtime Invoice Rates are based on the apprentice/trainee's relevant Industry Award and/or Enterprise Agreement and are provided as a charge per hour. The Invoice Rates provide the hourly charge for time and a half (Overtime 1.5) and double time (Overtime 2.0). Where entitlements require Overtime payments to the apprentice/trainee outside of these Overtime Rates, Master Builders will advise the Host Employer separately of the applicable Overtime Invoice Rate to be applied.

Any Overtime charges incurred, will appear on the Invoice as a separate line-item.

Host Employers should note that in line with Master Builders supervision requirements (4.4 Ensure Appropriate Levels of Supervision of a Master Builders Apprentice/Trainee), Master Builders Apprentices/Trainees **cannot work** any overtime or shift work **on their own or without Supervision.**

Host Employers should also note **'Cash in Hand'** overtime payments for Master Builders Apprentices/Trainees are **not permitted**. This puts both you, the Host Employer and the Apprentice/Trainee at risk with regards to coverage for Workers Compensation and fraud legislation with the Australian Tax Office both of which have serious consequences and may also result in Master Builders withdrawing your Host Employer Approval Status.

6.2.2. Travel Between Construction Sites and distant work payments

If the Master Builders Apprentice/Trainee is required to use their own car to:

- Drive from site to site.
- Pick up materials.
- Drive more than 50kms from the Registered Business Address of the Host Employer, or
- Drive more than 50kms from, their residential address to the worksite*.

An additional charge is invoiced in accordance with the relevant Award or Enterprise Agreement. This will appear on the Invoice as a separate line-item.

**Apprentices/Trainees are not entitled to Distant Work Payments if at the commencement of employment, the Apprentice/Trainee's usual place of residence was more than 50km by road from the Construction Site on which the Apprentice/Trainee was initially engaged. In these circumstances the Host Employer will not be invoiced an additional charge.*

6.2.3. Inclement Weather

6.2.3.1. What is Inclement Weather?

Inclement weather is defined as the existence of rain or abnormal climatic conditions (such as hail, snow, cold, high wind, severe dust storm, extreme high temperature or any combination of these conditions) where it not reasonable or it is unsafe for employees (including apprentices and trainees) to continue to work in those conditions.

Work on site must cease when there is inclement weather which makes work unsafe.

6.2.3.2. What does Inclement Weather mean for the Building and Construction Industry?

The Building and Construction General On-Site Award 2020 (Clause 24) outlines the provisions that must be applied to employees (including apprentices and trainees) in general building and construction or civil construction that are unable to perform work on site due to inclement weather.

Under the Award, where an employee (including apprentices and trainees) is unable to perform work at any location because of inclement weather, the employee will receive payment at the ordinary hourly rate for ordinary hours. As such, the Host Employer will be invoiced for Inclement Weather, and it will appear on the Invoice as a separate line item.

Payment for lost time due to inclement weather is subject to a maximum of thirty-two (32) hours pay in any four (4) week period for each employee.

For Master Builder Apprentices/Trainees working under a different Award to the Building and Construction General Onsite Award 2020, Master Builders will follow the provisions within that Award for Inclement Weather and invoice the Host Employer accordingly.

For Master Builders Apprentices/Trainees working with a Host Employer under an Enterprise Agreement, Master Builders will follow the provisions within the Enterprise Agreement for Inclement Weather and invoice the Host Employer accordingly.

6.3. Notification of an Enterprise Agreement

It is the responsibility of the Host Employer to notify Master Builders if they have an Enterprise agreement in place or of any changes to their Enterprise Agreement. Any backpay of wages or allowances owed to the Master Builders Apprentice/Trainee due to failure to advise on an Enterprise Agreement or subsequent changes will be invoiced to the Host Employer including a two (2) percent administration fee.

On receipt of the Host Employers Enterprise Agreement, Master Builders will advise accordingly of the applicable invoice rate and other separate line-item rates.

6.4. Payment of Wages to Apprentices/Trainees Above the Award/Enterprise Agreement

Where a Host Employer wishes to have the Master Builders Apprentice/Trainee paid above the Award/Enterprise Agreement rate, they are required to provide the request in writing to payroll@mbansw.asn.au outline the details of the special apprentice/trainee wage rates they would like to provide and from what date. Master Builders will confirm that the requested wage rates ensures that the Apprentice/Trainee is better off than under the relevant Industry Award and then advise the Host Employer of the corresponding Host Employer Special Invoice Rates and the date from when this will be applied.

7. Payment Terms

Approved Master Builders Host Employers acknowledge and agree to the following payment terms:

- All invoices are issued weekly and are due seven (7) days from the invoice date.
- All invoices are to be paid via a Direct Debt payment option unless an alternative payment option has been approved in writing by the Master Builders General Manager of Education and Apprenticeships.
- In the event that the Host Employer fails to adhere to the payment terms, resulting in an outstanding invoice amount, the Master Builders Apprentice/Trainee will be removed. Once removed, the Host Employer will not be provided with another Master Builders Apprentice/Trainee until all outstanding invoices are paid. There will be no guarantee to the Host Employer that the same Apprentice/Trainee will be returned to them once the outstanding debt has been cleared.
- Master Builders reserves the right to revoke the Host Employers Approval status due to bad debts or ongoing credit risks.

8. Apprentice/Trainee Leave Entitlements

All Master Builders Apprentices/Trainees are entitled to leave in accordance with the provisions the National Employment Standards (NES) and as outlined in the relevant Industry Award or Enterprise Agreement.

8.1. Annual Leave

Annual Leave is part of the National Employment Standards (NES). The NES apply to all Employees in the national workplace relation system, regardless of any Award, Agreement or Contract.

In accordance with the NES, all Employees are entitled to twenty (20) days annual leave for each year of service. An Employee's entitlement to annual leave accrues on a continual basis according to the number of ordinary hours they work.

Master Builders Apprentices/Trainees can only take annual leave once it has accrued or at Master Builders discretion (in consultation with the Host Employer).

A Master Builders Apprentice/Trainee is required to advise their Host Employer of their intent to take annual leave prior to submitting a leave request to Master Builders.

Requests for planned leave should be submitted at least four (4) weeks prior to the proposed leave period.

The Host Employer is not invoiced for Annual Leave taken by the Apprentice/Trainee unless they fail to comply with the notice period requirement for an intended shutdown in conjunction with the Christmas/New Year period as outline in 8.1.1 below.

8.1.1. Christmas/New Year Shutdown Periods and Leave Requirements

Master Builders requires the Host Employer to provide notice in writing at least two (2) months in advance of any intent to shut down all or part of its operations for a particular period in conjunction with the Christmas/New Year holidays and the requirements for the Master Builders Apprentice/Trainee to take leave over this period.

Failure to advise Master Builders of an intended shutdown in conjunction with the Christmas/New Year holiday period within the required notice period will result in the Host Employer being invoiced for the days that the Apprentice/Trainee would have normally worked during that period.

8.2. Personal Leave

As per the Fair Work Act 2009, (FW Act) personal leave, carer's leave and sick leave have all been aggregated under the title Personal Leave.

Personal Leave is part of the National Employment Standards (NES). The NES apply to all Employees in the national workplace relation system, regardless of any Award, Agreement or Contract.

In accordance with the NES, all employees are entitled to ten (10) days of paid personal leave every twelve (12) months. Paid personal leave accrues on a pro-rata basis and is cumulative.

Master Builders Apprentice/Trainees are required to notify their Host Employer and their assigned Master Builders Field Officer (or the Master Builders Office) as soon as possible if they are unable to attend work due to illness or injury.

Master Builders will require the Apprentice/Trainee to provide evidence for Personal Leave days that are taken and will only accept a medical certificate issued by a General Practitioner (GP) registered with the Royal Australian College of General Practitioners (RACPG) for every day or part thereof taken as Personal leave.

The Host Employer will not be invoiced for Personal Leave taken by the Apprentice/Trainee.

8.3. Compassionate Leave

Compassionate Leave is part of the National Employment Standard (NES).

In accordance with the NES, all employees are entitled to two (2) days of compassionate leave for each of the following occasions:

- A member of their immediate family or household dies, or contracts, or develops a life-threatening illness or injury.
- A baby in their immediate family or household is stillborn.
- They or their current spouse or de facto partner has a miscarriage.

All employees are entitled to take compassionate leave as:

- A single continuous two (2)-day period.
- Two (2) periods of 1 day each.
- Any separate periods as agreed with Master Builders.

All employees are entitled to apply for two (2) days Compassionate Leave on each eligible occasion (as described above).

Employees do not accumulate Compassionate Leave and it is not part of their Personal Leave entitlements.

Master Builders Apprentices/Trainees are required to notify their Host Employer and their assigned Field Officer (or Master Builders Payroll) as soon as possible if they need to take Compassionate Leave.

Where a Master Builders Apprentice/Trainee needs to take more than two (2) days for Compassionate reasons, they may choose to utilise unpaid leave absences or utilise other accrued leave entitlements in conjunction with their Compassionate Leave entitlement.

The Host Employer will not be invoiced for Compassionate Leave taken by the Apprentice/Trainee.

8.4. Family and Domestic Violence (FDV) Leave

Family and Domestic Violence means violent, threatening, or other abusive behaviour that seeks to coerce or control the employee and cause them harm or fear.

For the purposes of paid leave entitlements, it can include behaviour by an employee's close relative or behaviour by a current or former intimate partner, or a member of the Employee's household.

Family and domestic violence can present in many forms, and not all forms are visible. Violence can be physical, sexual, emotional, psychological, social, cultural, spiritual, or financial. It can also be facilitated through technology.

In accordance with the National Employment Standards (NES), all employees are entitled to ten (10) days paid Family and Domestic Violence (FDV) leave per year.

Employees who are experiencing family and domestic violence are entitled to take this leave to deal with the impacts of family and domestic violence where it is not practical to do so outside of their work hours. This might include:

- Making arrangements for their own or a family member's safety (including relocation).
- Attending court or accessing police services.
- Attending counselling, or appointments with medical, financial, or legal professionals.

Employees are entitled to access the full amount of the FDV Leave from the day they start work. The leave can be taken as single or multiple days, or as part days by agreement.

An employee's FDV Leave balance renews each year on their work anniversary and does not accumulate from year to year if it isn't used.

Master Builders will take reasonable steps to keep the information about notice or evidence for FDV Leave confidential.

Master Builders will only use this information to confirm the Apprentice/Trainee is entitled to FDV Leave, unless Master Builders is using or dealing with the information where:

- The Apprentice/Trainee consents.
- It is required by law, or
- It is necessary to protect the life, health or safety of the Apprentice/Trainee or another person.

The Apprentice/Trainee's pay slip will not mention paid Family and Domestic Violence Leave, it will appear on the pay slip as Base Hours.

The Host Employer will not be invoiced for FDV Leave taken by the Apprentice/Trainee.

8.5. Community Service Leave

Master Builders Apprentices/Trainees are entitled to Community Service Leave in accordance with the National Employment Standards (NES).

The NES entitles employees to be absent from work to engage in certain activities such as:

- A voluntary emergency management activity.
- Jury duty, including attendance for jury selection.

Community Service Leave is unpaid, except for jury duty.

Master Builders Apprentices/Trainees are required to notify their Host Employer and their assigned Master Builders Field Officer (or Master Builders Payroll) as soon as possible if need to take Community Service Leave.

The Host Employer will not be invoiced for Community Service Leave taken by the Apprentice/Trainee.

8.6. Parental Leave

Unpaid parental leave is part of the National Employment Standards (NES). The NES apply to all employees in the national workplace relations system, regardless of any award, agreement, or contract.

The NES entitlement to unpaid parental leave includes leave provisions for:

- Birth-related leave and adoption-related leave (including in relation to premature birth, stillbirth or infant death).
- Unpaid special parental leave.
- A right for pregnant employees to transfer to a safe job in appropriate cases, or to take 'no safe job leave'.
- Consultation requirements.
- A return-to-work guarantee.
- Unpaid pre-adoption leave.

In accordance with the NES, all employees are eligible for Unpaid Parental Leave if they have completed at least twelve (12) months of continuous service with their employer.

Master Builder will manage any requests for Unpaid Parental Leave as per the leave entitlements outlined in the NES. Master Builders will liaise with the Host Employer to provide a replacement Apprentice/Trainee for the duration of the Parental Leave period.

8.7. Public Holidays

The following days are specified as Public Holidays under the NES:

- 1 January (New Year's Day).
- 26 January (Australia Day).
- Good Friday.
- Easter Monday.
- 25 April (Anzac Day).
- King's Birthday Holiday (the day on which it is celebrated in a State or Territory, or a region of a State or Territory).
- Christmas Day.
- Boxing Day.

In accordance with the NES, employees have the right to be absent from work on the day or part-day that is a Public Holiday and will be paid wages for a Public Holiday that fall on a normal working day at the regular Award rate. Employees will also be entitled to be paid wages for any other days that are gazetted or proclaimed as a Public Holiday, or in another state that the employee is normally working.

The Host Employer is not invoiced for the time a Master Builders Apprentice/Trainee is absent from work due to a Public Holiday.

8.7.1. Host Employer Requests for a Master Builders Apprentice/Trainee to work a Public Holiday

Host Employers may reasonably request for a Master Builders Apprentice/Trainee to work on a Public Holiday and the Master Builders Apprentice/Trainee may also reasonably refuse to work on a Public Holiday.

Where a Master Builders Apprentice/Trainee works a Public Holiday, the Master Builders Trainee/Apprentice will be paid the relevant Industry Award or Enterprise Agreement Penalty Rate for Public Holiday Work.

The Host Employer will be charged the corresponding Public Holiday Penalty Invoice Rate for Public Holidays Worked and this will appear as a separate line-item on the Invoice.

8.7.2. Substituting a Public Holiday for another day

The Host Employer and the Master Builders Apprentice/Trainee may agree to substitute another day for a day that would otherwise be a Public Holiday under the NES.

If a Public Holiday is substituted, then the substituted day is regarded as the Public Holiday.

Where an agreement has been reached between the Host Employer and the Master Builders Apprentice/Trainee to substitute another day for the Public Holiday, the Master Builders Apprentice/Trainee must notify Master Builders of the agreement and reflect this on their timesheet submission.

The Host Employer will not be invoiced for the substituted Public Holiday where the Master Builders Apprentice/Trainee is absent from work on that day.

8.8. Rostered Days Off (RDO)

Under the Building and Construction Award, the normal working arrangements include a Rostered Day Off (RDO). RDOs are a rostering system where Employees work a longer day to gain an additional day off.

Under this rostering system, employees (including Apprentices and Trainees) will work forty (40) hours per week and be paid for thirty-eight (38) hours. The remaining two (2) hours will be accrued such that the employee will be entitled to a paid day off (an RDO) every four (4) weeks.

Note: If the employee does not work the additional required hours, they will not accrue the time as RDO hours.

Where a Master Builders Apprentice/Trainee is placed with a Host Employer under an Enterprise Agreement, the applicable RDO conditions outlined in the Enterprise Agreement will apply.

Master Builders will manage the RDO accruals for their Apprentices and Trainees.

The Master Builders Apprentice/Trainee are required to advise their Host Employer of their intent to take RDO leave prior to submitting a leave request and provide Master Builders with at least two (2) weeks' notice.

The Host Employer will not be invoiced to RDO's taken.

8.8.1. Cashing-in RDOs

Where a Master Builders Apprentice/Trainee chooses to have accrued RDOs paid out in lieu of taking a paid day of leave, the Host Employer will not be invoiced for the RDO Cash-Out.

9. Timesheet Approvals

Approved Host Employers will be required to provide details of their staff members that will be authorised to approve timesheets for the Master Builders Apprentice Trainee. This information is provided as part of the Host Employer Contractual Agreement (see Appendix A)

Master Builders will email Approved Host Employers with login details to the Astute Portal. The email will contain instructions on how to approve a submitted timesheet.

Host Employers are responsible for ensuring that the information submitted is correct before approving the timesheet.

Timesheets are to be approved online through the Astute Portal by no later than **Midday on Thursday of each week.**

For Host employers working under an Enterprise Agreement on a Monday-Sunday cycle, timesheets are to be approved online through the Astute Portal by no later than **Midday on Tuesday of each week.**

Host Employers who are having difficulty approving timesheets should contact Master Builders Payroll on (02) 8586 3533 or payroll@mbansw.asn.au.

10. Minimum Period of Placement

The Minimum Period of Placement for a Master Builders Apprentice/Trainee is four (4) weeks. This four (4) week period can include the Notice Period for the return of an Apprentice/Trainee (see 11. Notice to Return a Master Builders Apprentice/Trainee).

Any requested changes to this Minimum Period of Placement must be approved by the Master Builders General Manager Education and Apprenticeships in advance and in writing.

11. Notice to Return a Master Builders Apprentice/Trainee

As a Host Employer, if you no longer require the services of the Master Builders Apprentice/Trainee, you are required to notify Master Builders and the Apprentice/Trainee with at least two (2) weeks' notice. The notice to Master Builders must be in writing and can be emailed to apprenticeship@mbansw.asn.au. A phone call or text will not be accepted as appropriate notice being given.

The minimum Notice Period is two (2) work weeks from the date the notice is given.

If permitted by the Host Employer, Master Builders may be able to place the Apprentice/Trainee with another Host Employer earlier than the completion of the two (2) weeks' Notice Period. If Master Builders is able to place the Apprentice/Trainee with another Host Employer earlier than the completion of the Notice Period, you will not be invoiced for the remaining time of the Notice Period.

If no notice is received, or the notice provided is less than the minimum Notice Period of two (2) weeks, the Host Employer will be invoiced for the full two (2) week notice period.

The Notice Period may be waived by the Master Builders General Manager Education and Apprenticeships where exceptional circumstances prevail. These circumstances may include, but are not limited to theft, damage to property or person whether it be threat or actual, an unsafe environment or severe disciplinary circumstances.

12. Removal of a Master Builders Apprentice/Trainee

Master Builders may at any time and at our sole discretion remove Master Builders Apprentices/Trainees from a Host Employers worksite. Some examples of instances when Master Builders may choose to remove an Apprentice/Trainee from site are:

- When the Host Employer is in breach of Payment Terms.
- When the Host Employer fails to provide a Safe Working Environment.
- When the Host Employer is in breach of Master Builders Policies regarding Sexual Harassment and Bullying.
- When the Host Employer is unable to maintain the Eligibility Requirements for an Approved Master Builders Host Employer.
- When the Host Employer is in breach of any other Terms of Business within the Contractual Arrangement.

For the avoidance of doubt, the list above is not exhaustive, and Master Builders retains the right to remove an Apprentice/Trainee from a Host Employers worksite at any time and without any obligation to provide reasons.

13. Transfer of Apprenticeship/Traineeship

Master Builders and the Master Builders Apprentice/Trainee have entered into a contract of training and employment which is legally binding. Master Builders is committed to support the Apprentice/Trainee to the completion of their apprenticeship/traineeship. The Apprentice/Trainee is obliged to abide by this contract and perform their duties and responsibilities as outlined within their contract to Master Builders.

As a Host Employer, if you no longer wish to use Master Builders Apprenticeship services **but** want to directly employ the Master Builders Apprentice or Trainee, then the following conditions must be met prior to the approval of a transfer of the Apprentice/Trainee from Master Builders to you:

- Master Builders is under no obligation to approve a transfer of a Master Builders Apprenticeship/Traineeship contract.
- Approval must be sought and gained in writing from the Master Builders General Manager Education and Apprenticeships to transfer the contract.
- The Master Builders Apprentice/Trainee and the Host Employer must both agree to the transfer of the Apprenticeship/Traineeship contract and **must not** cancel the apprenticeship/traineeship.
- As the new employer, you waive the probation period and the recommencement fee paid by the Commonwealth Government.
- You must pay a placement fee equal to ten (10) weeks x thirty-eight (38) hours at your current Ordinary Hours Invoice Rate for the Apprentice/Trainee.

14. Registered Training Organisation (RTO) Training

As part of the Apprenticeship or Traineeship, Master Builders Apprentices/Trainees will be required to attend and/or participate in formal training. This will be conducted either on or off the job site depending on the training plan.

On or Off the Job RTO Training will be delivered by a Registered Training Organisation (RTO) such as the Master Builders Education and Skills Development or TAFE NSW.

As a Host Employer, you must allow the Master Builders Apprentice/Trainee to attend RTO training. Failure to do so will result in your approval status as a Master Builders Host Employer being revoked.

Master Builders will monitor the Apprentice/Trainees progress throughout the training program and discuss with you any issues or concerns that may arise.

If you have any concerns or feedback regarding the Master Builders Apprentice/Trainees RTO training, please discuss this with your assigned Field Officer.

Host Employers will not be invoiced for days the Apprentice/Trainee attends RTO Training.

15. Training Plans

A Training Plan is a formal, working document which describes what training and assessment will be carried out during an apprentice/trainees training contract and relates to the relevant trade qualification.

Every apprentice/trainee in NSW receives an individualised Training Plan.

The Training Plan will include:

- The title of the formal qualification the Employee is undertaking.
- The Commencement date of the formal training.
- The Units of Competency, including any elective units, that will make up the qualification.
- The competency record or work evidence the Employer needs to sign off.
- The mode of delivery of formal training by the RTO (for example, classroom based, block release, online learning etc).
- How and when assessments will happen.
- Training materials that will be provided by the RTO.
- Specific assistance provided by the RTO to meet any special learning needs (for example, literacy, numeracy, mentoring).

It is a legal requirement under the Apprenticeship and Traineeship Act 2001 No 80 and the Apprenticeship and Traineeship Regulation 2017 requirements that a Training Plan be created and reviewed on a six (6) monthly basis. This is to ensure that the apprentices are progressing through their training and have access to the relevant skills in the workplace or determine whether there are gaps that need to be discussed, including cases where a job rotation may be required as the host employer does not have access to tasks in all subjects within a qualification.

As a minimum, the Training Plan will be updated by the RTO and reviewed by Master Builders in consultation with the Host Employer at least once every six (6) months.

A completed Training Plan where all units are endorsed by Master Builders is required for Master Builders Apprentices and Trainees to receive their qualification, get their Certificate of Proficiency, and complete their apprenticeship/traineeship.

16. Job Rotation

Where it has been identified that an assigned Host Employer is not able to provide a Master Builders Apprentice/Trainee with access to all relevant skills in that Apprentice/Trainees enrolled qualification, Master Builders will seek to find the Apprentice/Trainee an alternative Host Employer to ensure all required skills and experience are met.

A Job Rotation means the Master Builders Apprentice/Trainee will be asked to work with a different Host Employer/s for a specific period of time.

For example, if a Master Builders Apprentice undertaking a carpentry apprenticeship is placed with a Host Employer who does not construct pitched roofs (a required Unit of Competency in the qualification), Master Builders will seek to rotate the Apprentice to a Host Employer that does construct pitched roofs. This is to ensure the Apprentice gains the necessary experience required as part of their apprenticeship.

Job Rotations will be discussed with the Apprentice/Trainee and the Host Employer explaining the reason a job rotation is required and determining the length of time the rotation of the Apprentice/Trainee will be required. Depending on the length of time the Apprentice/Trainee needs to be rotated, Master Builders will discuss with the Host Employer potential opportunities for them to take an alternative Apprentice/Trainee.

17. Field Officer Site Visits

Master Builders Apprentices/Trainees and Host Employers will be assigned a Master Builders Field Officer to support them throughout the placement period.

As a Host Employer you must provide access for the Master Builders Field Officer to visit your site for the purposes of, but not limited to:

- Conducting site visits.
- Incident/accident investigations.
- Mentoring, Monitoring, Performance discussions.

During the site visits, the Field Officer will:

- Discuss any safety issues or concerns.
- Ensure a safe working environment.
- Ensure adequate supervision is being provided.
- Ensure the Apprentice/Trainee has the correct PPE.
- Discuss the work that has been undertaken since the last visit.
- Ensure RTO attendance and discuss any issues relating to RTO learning.
- Periodically review and sign Training Plans.
- Discuss any issues or concerns the Apprentice/Trainee or Host Employer has.
- Provide support and guidance, other resources, or advice on the procurement of special safety, access or equity needs as required.

18. Completion of an Apprenticeship/Traineeship

There are two (2) main pathways for Apprentices/Trainees to complete an Apprenticeship/Traineeship:

- Full-term or Time Completion
- Competency-based or Early Completion

18.1. Full-term or time completion

Apprenticeship/traineeships are approved for a nominal term during which the Employer (Master Builders) and the Apprentice/Trainee are bound by their obligations under a Training Contract. A Full-term or Time completion occurs when the qualification is completed by the Apprentice/Trainee in line with the end date of the Training Contract.

To complete a full-term Apprenticeship/Traineeship, the Apprentice/Trainee must have:

- Completed all formal RTO training to achieve the required competencies of the Apprenticeship/Traineeship and have been issued with a qualification certificate
- Have their Training Plan completed and endorsed by both their RTO and Master Builders (in consultation with the Host Employer).

At least one (1) month prior to the completion of a full-term Apprenticeship/Traineeship, Master Builders will notify both the Apprentice/Trainee and the Host Employer by email of the upcoming date for the completion of the Apprenticeship/Traineeship.

It should be noted that from the completion date, the Apprenticeship/Traineeship and the employment of the Apprentice/Trainee with Master Builders ceases.

Any arrangements regarding direct employment as a qualified tradesperson at the end of the Apprenticeship/Traineeship will be the responsibility of the Apprentice/Trainee and the Host Employer.

Master Builders will also liaise with the Host Employer during this time to determine if they would like to take on another Apprentice/Trainee.

18.2. Competency-based or Early Completion

Competency-based Completions (sometimes referred to as Early Completions) refer to a competency (skill) based assessment of an Apprenticeship/Traineeship which allows the Apprentice/Trainee to complete their Apprenticeship/Traineeship earlier than the nominal term outlined under their Training Contract.

To be eligible to apply for Competency-based Completion, the Apprentice/Trainee must meet the following criteria:

- Completed all formal RTO training to achieve the required units of competency in the qualification enrolled.
- Have their Training Plan completed and endorsed by both their RTO and Master Builders (in consultation with the Host Employer).
- In the case of an Apprentice, they have undertaken a minimum of at least two and a half (2.5) years of their apprenticeship
- Host Employer and Master Builders agree to a Competency-based/Early Completion

When an Apprentice/Trainee has met all of the criteria above and wishes to apply for a Competency-based/Early Completion, the assigned Master Builders Field Officer will then confirm a mutually agreed completion date with the Apprentice/Trainee and the Host Employer.

It should be noted that a notice period of at least four (4) to six (6) weeks is required for a completion date to allow for all paperwork to be prepared, submitted and processed by Training Services NSW.

It should also be noted that from the completion date, the apprenticeship or traineeship and Employment with Master Builders ceases.

Any arrangements regarding direct employment as a qualified tradesperson at the end of the Apprenticeship/Traineeship will be the responsibility of the Apprentice/Trainee and the Host Employer.

Master Builders will also liaise with the Host Employer during this time to determine if they would like to take on another Apprentice/Trainee.

19. Government Incentives and Funding

Where an Approved Master Builders Host Employer is entitled to Government Incentives or Funding. Master Builders will advise the Host Employer of the entitlements and the process through which the Incentives or Funding will be applied. It may be necessary for the Host Employer to complete additional documentation to be able to access certain Funding, that Master Builders has been able to obtain - where this is necessary, Master Builders will provide and assist the Host Employer in completing the documentation.

20. Limitation of Liability

As the Host Employer, you are responsible for the care and supervision of the Master Builders Apprentice/Trainee while they are placed with you.

Master Builders is not liable for any loss or damage to any property or for death or personal injury (to the Host Employer or the Host Employers' personnel, or any other person) caused or contributed to by a Master Builders Apprentice/Trainee (whether by negligence or otherwise) while placed with the Host Employer.

As the Host Employer, you indemnify Master Builders against liability for any such claims made against Master Builders or its employees.

Master Builders will use all reasonable endeavours to meet the Host Employer's requirements and to ensure the quality of its Apprentices and Trainees.

21. Personal and Professional Conduct

Master Builders require all of their Apprentices/Trainees to behave in a manner that upholds the reputation of Master Builders and that at all times they conduct themselves in an ethical and professional manner.

As such we also require our Approved Host Employers to uphold and be bound by the same behaviours and ethical principles as outlined below:

- Treat all persons with courtesy and sensitivity to their rights, providing all necessary and appropriate assistance.
- Act at all times with honesty, integrity, responsibility and in the spirit of good faith and fair dealings.
- Deal equitably and respectfully with colleagues, Apprentices/Trainees, customers, and members of the public.
- Avoid engaging in any practice which may lower the standing of Master Builders or the MBA.
- Avoid disparaging remarks (either verbally, written or posted to social media) about Master Builders, the MBA, colleagues, Apprentices/Trainees and clients.
- Do not harass or discriminate against employees, Apprentices/Trainees or Master Builders in work practices on the grounds of sex, race (including colour, ethnic background, or national identity), pregnancy, marital status, disability, sexual preference, political or religious belief or age.
- Act responsibly when becoming aware of any unethical behaviour or wrongdoing by any employee, Apprentice/Trainee Host Employer or Master Builders employee and forward such information to the assigned Field Officer or Master Builders Management.
- Comply with statutory and regulatory policies and procedures especially in the areas of health and safety, injury management and return to work, equal employment opportunities, sexual harassment and bullying, privacy, etc.

Master Builders Host Employers that are found in breach of the relevant personal and professional conduct may:

- Be counselled with appropriate corrective actions put in place.
- Have the Master Builders Apprentices and/or Trainees removed from their site.
- Have their status as an approved Master Builders Host Employer revoked.

22. Sexual Harassment and Bullying

22.1. Sexual Harassment

Master Builders is committed to ensuring all of its employees (including Apprentices/Trainees) are treated fairly and equitably in an environment free of sexual harassment. Sexual harassment is an unacceptable form of behaviour which will not be tolerated under any circumstance. It is also unlawful.

All complaints of sexual harassment will be treated seriously and promptly, with due regard to confidentiality.

Disciplinary Action will be taken against any Master Builders employee (including Apprentices and Trainees) and subsequent action will be taken against any Host Employers who breach this policy.

22.1.1. Sexual Harassment Definition

Sexual harassment is any unwanted, unwelcome, or uninvited behaviour of a sexual nature which makes a person feel humiliated, intimidated, or offended. Sexual harassment can take many different forms and may include physical contact, verbal comments, jokes, propositions, the displaying of offensive material or other behaviour which creates a sexually tense or hostile working environment. Sexual harassment can occur between an employee and co-workers; Host Employer; Host Employer sub-contractors; or Trainer/Assessors.

Sexual harassment is not just unlawful during working hours or in the workplace itself. The behaviour is unlawful in any work-related context, including conferences, work functions, off-the-job training, business or field trips and interactions with the Host Employers, Host Employer staff and sub-contractors, or Trainer/Assessors.

Comments and behaviour which do not offend one person can offend another.

Master Builders accepts individuals may react differently and expects this right to be generally respected.

Master Builders has a legal responsibility to prevent sexual harassment and as such extend this responsibility to an Approved Master Builders Host Employer who also have a legal responsibility to prevent sexual harassment.

Master Builders and the Approved Master Builders Host Employer have a responsibility to:

- Monitor the working environment to ensure acceptable standards of conduct are observed at all times.
- Model appropriate behaviour.
- Treat all complaints seriously and take immediate action to investigate and resolve the matter.
- Refer complaints made from or about a Master Builders Apprentice/Trainee to the General Manager of Education and Apprenticeships as required (e.g., if there is a conflict of interest or if the complaint is particularly complex or serious).

All Master Builders Apprentices/Trainees and Approved Host Employers have a responsibility to:

- Comply with the Master Builders sexual harassment policy.
- Offer support to anyone who is being harassed and let them know where they can get help and advice (they should not approach the offender themselves).
- Maintain complete confidentiality if they provide information during the investigation of a complaint (Employees and/or Host Employers who spread gossip, or rumours may expose themselves to defamation action).

For the avoidance of doubt, if a Host Employer fails to take proactively take steps to remedy any risks regarding sexual harassment in the workplace, Master Builders reserves the right to nominate the Host Employer as a respondent to any claim brought under part 3-5A of the Fair Work Act 2009.

22.2. Anti-Bullying

Master Builders is committed to providing a safe and healthy workplace that is free from all forms of bullying. Master Builders expects all Master Builders Apprentices/Trainees and Host Employers to behave in a professional manner and to treat all other people in the workplace with dignity and respect.

Master Builders will not tolerate bullying in the workplace and will take appropriate Disciplinary Action whenever it is found to occur. In serious cases, this may include dismissal of the offender (if they are an employee of Master Builders) or the revoking of a Host Employer's approval status.

Master Builders has a legal responsibility to prevent bullying and as such extend this responsibility to an Approved Master Builders Host Employer who also have a legal responsibility to prevent bullying.

Master Builders employees (including Apprentices/Trainees) are protected by this policy whether they are bullied by Master Builders staff, another employee, a Host Employer, a Host Employer's staff, subcontractor or client, a Trainer/Assessor, or a member of the public.

Under this policy, all Master Builders Apprentices/Trainees and Approved Host Employers are responsible for ensuring that they do not bully others in the course of the Master Builders Apprentice and/or Trainee's employment and placement.

This policy applies to all behaviours that occur:

- In the workplace (even outside normal working hours).
- During work activities (for example, when dealing with clients).
- During off-the-job training.
- At work-related events (for example, at conferences and work-related social functions).

NOTE: Master Builders may deem Master Builders Apprentice/Trainee or an Approved Host Employer's conduct to be in breach of this policy even if no person comes forward to raise a complaint. For example, where repeated, unreasonable behaviour directed towards another worker is observed, it may be deemed to constitute bullying under this policy, even if no complaint is made.

If a Master Builders Apprentice/Trainee or Approved Host Employer witnesses workplace bullying, they should bring the matter to the attention of the assigned Master Builders Field Officer immediately.

22.2.1. Definitions used in this policy

22.2.1.1. Bullying

Bullying is defined as repeated, unreasonable behaviour directed towards an Employee (including Apprentices/Trainees) or a group of Employees, that creates a risk to health and safety.

22.2.1.2. Repeated Behaviour

Repeated Behaviour refers to the persistent nature of the behaviour and can involve a range of behaviours over time.

22.2.1.3. Unreasonable Behaviour

Unreasonable behaviour means behaviour that a reasonable person, having regard for the circumstances, would see as unreasonable, including behaviour that is victimising, humiliating, intimidating, or threatening.

Single incidents can also present a risk to health and safety and will not be tolerated. Master Builders, its employees (including Apprentice/Trainees), and Approved Host Employers have a responsibility to ensure Master Builders Apprentices/Trainees are not exposed to bullying and must not engage in this behaviour.

22.2.2. Reasonable Management Action Taken in a Reasonable Way

Reasonable management action taken by Master Builders and/or an Approved Master Builders Host Employer to effectively direct and control the way work is carried out is not considered to be Bullying if the action is taken in a reasonable way. It is reasonable for Master Builders and/or an Approved Master Builders Host Employer to allocate work and give fair and reasonable feedback on an Employee's performance.

22.3. Making a Sexual Harassment or Bullying Complaint

If a Master Builders Apprentice/Trainee believes they are currently being, or have been sexually harassed or bullied, the following steps should be taken:

- Inform the offender that the behaviour is offensive, unwelcome, and against Master Builders' Policy and should be stopped (this should only occur if the Apprentice/Trainee feels comfortable enough to approach the offender directly).
- Keep a record of the incident(s) including witness names and date and time of occurrences.
- If the unwelcome behaviour continues or the Apprentice/Trainee is not comfortable with discussing directly with the offender, the issue should be discussed with the Apprentice/Trainee's assigned Field Officer.
- If this is inappropriate, is uncomfortable, or if the behaviour still persists, then the matter should be referred to the General Manager of Master Builders Education and Apprenticeships immediately.

22.4. Receiving a Sexual Harassment and/or Bullying Complaint

When Master Builders receive a complaint about Sexual Harassment and/or bullying the following steps will be taken:

- The complaint will be listened to seriously.
- The complaint will be treated with confidentiality.
- Master Builders will arrange an interview and allow the complainant to bring another person to the interview if they choose to.
- During the interview, Master Builders will ask the complainant to provide a full story, including what happened step by step.

- Master Builders will take notes using the complainants’ own words and will ask the complainant to check the notes to ensure the record of the conversation is accurate.
- Master Builders will explain and agree next actions with the complainant.
- If an investigation is required, refer to 6.5. Investigating a Complaint.
- If an investigation is not required, Master Builders will act promptly regarding the agreed next actions and maintain confidentiality.

22.5. Investigating a Sexual Harassment or Bullying Complaint

Master Builders will undertake the following actions when investigating a sexual harassment and/or bullying complaint:

- Interview all directly concerned parties separately.
- Interview witnesses separately.
- Keep records of interviews and investigations.
- Ensure that the investigation is fair and impartial. (Both sides will be able to state their case, and no decision will be made until all the relevant information has been collected and considered.)
- Ensure there is no victimisation of the person making the complaint or helping to resolve it; complaints made maliciously or in bad faith will result in Disciplinary Action.
- Interview the alleged offender separately and confidentially, ensuring they have been allowed the opportunity of a representative of their choice to be present
- Let the alleged offender know exactly what they have been accused of, giving them a chance to respond to the accusation.
- Make it clear to the alleged offender that they do not have to answer any questions.
- Listen carefully and record details in the alleged offenders own words and ask the alleged offender to check the notes to ensure the record of the conversation is accurate.
- Ensure confidentiality and minimise disclosure. Master Builders Employees (including Apprentices/Trainees) that have been found to have discussed a complaint inappropriately will be disciplined for that conduct.
- Deal with complaints as quickly as possible.
- Determine appropriate action based on investigation and evidence collection.
- Check to ensure the determined action meets the needs of the complainant and Master Builders.
- Where a resolution is not immediately possible, the matter should be referred to the General Manager Education and Apprenticeships.
- Where appropriate, all outcomes as they affect the complainant will be discussed with the complainant to ensure that needs are met.

22.6. Potential Outcomes

If the complaint is found to be justified, the complainant may be entitled to any or all of the following:

- Commitment the behaviour will cease.
- Private apology (verbal or written).
- Re-credit of any leave taken due to the sexual harassment and/or bullying.
- Payment of medical and counselling expenses.
- Other compensation.

22.7. Consequences of Breaching this Policy

Appropriate Disciplinary Action will be taken against any Master Builders Employee (including Apprentices/Trainees) who are found to have breached this policy.

The Disciplinary Action will depend on the nature and circumstance of each breach and could include:

- The respondent providing the complainant with a verbal or written apology.
- The respondent receiving a verbal or written warning.
- One or both parties agreeing to participate in some form of counselling
- The respondent being returned by the Host Employer, removed from site, transferred, or dismissed.

Immediate Disciplinary Action will also be taken against anyone who victimises or retaliates against a person who has complained.

Appropriate action will be taken against a Host Employer who is found to have breached this policy. The measures will depend on the nature and circumstance of each breach and could include:

- The respondent providing the complainant with a verbal or written apology.
- One or both parties agreeing to participate in some form of counselling.
- The Master Builders Apprentices/Trainee being removed from Host Employers site immediately.
- The Host Employers status as an approved Master Builders Host Employer revoked.

23. Safety, Health, and Environment

Master Builders accepts its responsibility for the health and safety of its Employees (including Apprentices/Trainees).

This is achieved by:

- Working to ensure that the well-being of Master Builders employees is a major priority and must be considered during all work performed for both on and off the job training.
- Acknowledging that our employees' health and safety is Master Builders utmost responsibility.
- Maintaining compliance with the relevant Work Health and Safety (WHS), Workplace Injury Management and Workers Compensation Legislation and Regulations.
- Ensuring Master Builders Host Employers are adequately licenced/qualified and adequately supervise apprentices while in the workplace.
- Working towards accident-free workplaces.
- Working to ensure health and safety is considered as part of the process for placing Master Builders Apprentices/Trainees with Approved Host Employers.
- Working to consult with Master Builders Apprentices/Trainees and Approved Host Employers on a regular basis on safety issues and matters.
- Working to provide ongoing training and education to ensure Master Builders Apprentices/Trainees and Approved Host Employers work in the safest possible manner.
- Ensuring all approved Master Builders Host Employers meet the Master Builders Minimum Safety Standards.
- Working with Master Builders Apprentices/Trainees and Approved Host Employers to identify, assess, eliminate, or control potential hazards in the workplace through regular risk assessments and safety inspections.
- Working to take a proactive approach to identify potential accidents/incidents before they occur.
- Working to provide effective injury management and rehabilitation for all Employees.
- Requiring that Master Builders Apprentices and/or Trainees do not work with or around asbestos or asbestos-containing materials.
- Requiring that Master Builders Apprentice and/or Trainees do not work with or around engineered stone.

All Master Builders Apprentices/Trainees and Approved Host Employers have a responsibility to actively promote safety in the workplace by adhering to the Master Builders Safety Policy.

23.1. Workplace Injury/Illness

Master Builders recognises its legislative requirements to injury management and rehabilitation for its Employees (including Apprentices/Trainees).

Master Builders will provide Master Builders Apprentices/Trainees with access to injury management where the Master Builders Apprentice/Trainee's injury is a work-related injury or illness, and they are eligible to submit a Workers Compensation Claim.

As required by the Workplace Injury Management and Workers Compensation Act (1998) NSW, as amended, Master Builders will maintain a workplace return to work program approved by Master Builders' workers compensation insurer.

Master Builders will manage the Workers Compensation Claim and Return to Work process and will work with the Host Employer to implement a successful Return to Work Outcome.

In the event of a workplace incident resulting in an injury or illness requiring medical attention, the Host Employer should undertake the following steps:

- Seek medical treatment for the injured Apprentice/Trainee – do not wait for authorisation from Master Builders to seek medical treatment.
- Notify the assigned Master Builders Field Officer immediately or as soon as possible or contact the Master Builders Office on (02) 8586 3533.
- Make a diary note of the circumstances of the incident including others that were working in the area and may act as witnesses if needed.
- As soon as practicable, participate and cooperate with any Master Builders' investigation into the incident.
- If the incident is a notifiable incident, notify SafeWork NSW. If you are unsure or need advice please call Master Builders on (02) 8586 3533.
- Master Builders recommends that if you are contacted by any media source, that you do not provide any details of the incident.

As an approved Master Builders Host Employer, you have a responsibility to provide appropriate duties for the Master Builders Apprentice/Trainee in line with their Certificate of Capacity and Return to Work Plan where practical and re-engage them in their normal duties as soon as they are cleared to undertake pre-injury duties.

23.2. Non-Workplace Injury

In the event of a non-workplace injury requiring time off work, a Master Builders Apprentice/Trainee is required to notify both Master Builders and their Host Employer immediately or as soon as possible.

Where the Master Builders Apprentice/Trainee that has sustained a non-workplace injury is deemed unfit for work. Master Builders will work with the Host Employer to find where possible a suitable replacement Apprentice/Trainee or an agreeable return to work plan.

The Host Employer will not be invoiced for the time the Apprentice/Trainee is absent from work due to a non-workplace related injury.

23.3. Drugs and Alcohol in the Workplace

Master Builders is committed to providing a safe, healthy, and productive workplace in accordance with requirements under the Work Health and Safety Act (NSW) 2011 and the Work Health and Safety Regulation (NSW) 2017.

Master Builders has a zero-tolerance policy regarding drugs and alcohol. Master Builders Apprentices/Trainees have a responsibility to present for work unaffected by drugs or alcohol.

Master Builders Apprentices/Trainees are prohibited from selling, distributing, manufacturing, possessing, consuming, or being affected by drugs or alcohol during working hours. Master Builders Apprentices/Trainees are also prohibited from returning to work from any break under the influence of drugs or alcohol.

In circumstances where Master Builders Apprentice/Trainee is taking medically prescribed drugs to manage a specific condition that may interfere with their work performance or their ability to perform their job safely, they are required to notify their assigned Master Builders Field Officer and their Host Employer supervisor. Master Builders, in consultation with the Apprentice/Trainee (and the Employee's doctor, if relevant to the particular circumstances), and the Host Employer, may (if practicable) make adjustments to the work requirements of the Apprentice/Trainee concerned. If this is not possible and the situation is temporary, the Apprentice/Trainee will be required to take available Leave entitlements or RDOs (see 13. Leave). If the situation continues for an extended period of time, Master Builders will work with Host Employer to provide where possible an alternative replacement until the Apprentice/Trainee can resume work safely.

23.3.1. Drugs and Alcohol Definition

For the purpose of this Policy, Master Builders define drugs and alcohol as follows:

- Drugs refer to a chemical substance, whether it is legal or illegal, which may have the ability to impair a person’s physical or mental capacity. These can include prescription medication issued by a medical practitioner, or non-prescription drugs, such as codeine, cough syrups and similar, and illicit drugs such as heroin, amphetamines, Ice, LSD, crack, cocaine, ecstasy, or marijuana.
- Alcohol refers to any beverage containing an alcoholic content that temporarily impairs a person’s physical or mental capacity.

23.3.2. Effects of Drugs and Alcohol

The effects of intoxication and the regular use or dependence on drugs or alcohol are associated, with impaired judgement and skills, reduced concentration, absenteeism, and increased workplace accidents. These behaviours and activities may seriously affect safety and standards of practice within Master Builders.

The effects of alcohol and drugs vary according to:

- Gender.
- Body size and weight.
- General state of health.
- Built up tolerance and dependence.
- Interaction with medication or other substances.
- The amount of food in the stomach.
- The amount and strength of the substance and the manner in which it is consumed.
- Environmental and psychological factors.

Drug/alcohol consumption may impair an Apprentice/Trainee’s work performance and/or increase time taken from work. A raised blood alcohol level while at work may increase the likelihood of accidents. Drug/alcohol consumption can lead to delayed reaction time, impaired coordination, memory, and other cognitive functions, and decrease the ability to concentrate and communicate. In some cases, drug/alcohol consumption may lead to an increased likelihood of violent or aggressive behaviour. Regular heavy consumption of drugs/alcohol may result in a range of psychological, social, and medical problems, and is associated with poor work performance and attendance, deterioration of skills and interpersonal difficulties.

23.3.3. Possession and or Consumption of Alcohol or Other Drugs

A Master Builders Apprentice/Trainee found possessing, consuming, distributing, selling, or manufacturing drugs or alcohol, under the influence of, or affected by drugs and/or alcohol at work (either on or off the job training) will be subject to Disciplinary Action, dependent on the nature of the incident. This may result in the Apprentice/Trainee being:

- Removed from the work site.
- Returned by the Host Employer.
- Counselling.
- Given a formal warning (written or verbal).
- Terminated.
- Other Disciplinary action as appropriate under the circumstances.

23.3.4. Employee Considered to be Incapable of Performing Their Duties

If a Host Employer or Master Builders considers that a Master Builders Apprentice/Trainee is affected by drugs and/or alcohol and is incapable of performing their normal duties in a safe and efficient manner, the Host Employer or Master Builders may instruct the Master Builders Apprentice/Trainee to stop work, leave the workplace, and counsel the Master Builders Apprentice/Trainee to go home. Where a Host Employer considers that a Master Builders Apprentice/Trainee is affected by drugs and/or alcohol, they must immediately contact the assigned Master Builders Field Officer advising them of the situation. The Host Employer has a Duty of Care to assist the Master Builders Apprentice/Trainee in finding safe transport home.

Master Builders will organise drug and alcohol testing of the Apprentice/Trainee concerned. The Host Employer will not be invoiced for any drug and/or Alcohol Testing but must allow the Apprentice/Trainee to be absent from work to undertake this testing.

Failure of the Master Builders Apprentice/Trainee to undertake this testing will result in the Apprentice/Trainee being removed from site and may result in Disciplinary Action including:

- Counselling.
- Formal warning (written or verbal).
- Termination.
- Other Disciplinary Action as appropriate.

If drugs and/or alcohol are detected in the Master Builders Apprentice/Trainee's system from this testing, the Master Builders Apprentice/Trainee will not be

permitted to return to the work site and will then face Disciplinary Action which may include:

- Counselling.
- Formal warning (written or verbal).
- Termination.
- Other Disciplinary Action as appropriate.

Master Builders will then work with the Host Employer to where possible find a suitable alternative Apprentice/Trainee.

23.3.5. Drug or alcohol testing

Master Builders reserve the right to conduct drug or alcohol testing at our sole discretion.

Approved Master Builders Host Employers will be notified if Master Builders requires an Apprentice/Trainee to undertake drug and/or alcohol testing. The Host Employer must allow the Master Builders Apprentice/Trainee to be absent from the worksite to undertake any specified drug and/or alcohol testing. The Host Employer will not be invoiced for any time the Master Builders Apprentice/Trainee is away from the work site for this testing.

Employees will be notified by Master Builders if they are required to undertake a drug and/or alcohol test.

Failure to undertake this testing will result in the Master Builders Apprentice/Trainee being removed from site and further Disciplinary Action may be undertaken which may include termination.

If drugs and/or alcohol are detected in the Master Builders Apprentice/Trainees system from this testing, the Master Builders Apprentice/Trainee will not be permitted to return to site and will then face Disciplinary Action which may include:

- Counselling.
- Formal warning (written or verbal).
- Termination.
- Other Disciplinary Action as appropriate.

Master Builders will work with the Host Employer to where possible find a suitable alternative Apprentice/Trainee.

23.4. Personal Protective Equipment

Master Builders will provide all Master Builders Apprentice/Trainees with Personal Protective Equipment (PPE) as part of their Employee Induction.

Host Employers may also issue PPE to Master Builders Apprentices/Trainees.

It is the Host Employers responsibility to ensure that all PPE required by the Master Builders Apprentice/Trainee is in a serviceable condition and worn correctly.

Master Builders will provide all new Master Builders Apprentices/Trainees with a backpack that contains the following PPE:

- Master Builders Hard Hat.
- Earmuffs.
- Dust Masks x 2.
- Safety Gloves.
- Safety Glasses.
- Soft Ear Plugs.

Master Builders Field Officers also carry PPE to supply replacements to the Master Builders Apprentice/Trainee as required.

Where the Master Builders Apprentice/Trainee requires specialised PPE beyond that provided by Master Builders for a particular task on site (e.g. fall arrest system), it is the responsibility of the Host Employer to provide this PPE.

23.5. Master Builders Hi Vis Polo Shirts

Master Builders will provide all new Master Builders Apprentice/Trainees Master Builders Hi-Vis polo shirts as part of their Employee Induction.

Master Builders Apprentice/Trainees are required to wear these Hi-Vis polo shirts during their on-the-job training.

If a uniform or company shirt is provided by the Host Employer, then the Master Builders Apprentice/Trainee will be required to wear this during their on-the-job training, and when required also wear a hi-vis vest.

Master Builders reserves the right to request a Master Builders Apprentice/Trainee to dress to an appropriate standard as a condition of employment. A Master Builders Apprentice/Trainee in a work environment with inappropriate clothing may be sent home to change before returning to work. If the Master Builders Apprentice/Trainee is

sent home to change as a result of inappropriate clothing, the Host Employer will not be invoiced for the time the Apprentice/Trainee is absent from work.

23.6. Online Safety Quizzes

It is a condition of employment that all Master Builders Apprentice/Trainees to complete an online safety quiz each month.

Failure to complete the monthly online safety quiz within the required timeframe, may result in Disciplinary Action which may include:

- Counselling.
- Formal warning (written or verbal).
- Removal from site.
- Termination.
- Other Disciplinary action as appropriate.

23.7. Audiometric Testing

In line with the requirements under Clause 58 of the WHS regulations 2017, it is a condition of employment that Master Builders Apprentice/Trainees undertake audiometric testing within three (3) months of starting work with Master Builders and then every two years thereafter while the Apprentice/Trainee remains in the employment of Master Builders.

Host Employers must allow Master Builders Apprentices/Trainees time away from work to undertake this mandatory audiometric testing. Master Builders will work with the Host Employer to organise a suitable time for the testing and the Host Employer will not be invoiced for any time the Master Builders/Apprentice is absent from work to undertake this testing or for the cost of the testing.

Failure of a Master Builders Apprentice/Trainee to undertake this testing in the stipulated timeframe will result in the Apprentice/Trainee being removed from site and they may face further Disciplinary Action including:

- Counselling.
- Formal warning (written or verbal).
- Termination.
- Other Disciplinary Action as appropriate.

For clarity, audiometric testing undertaken as part of an Employees pre-employment medical meets the requirements under Clause 58 of the WHS regulations 2017 requiring testing within three (3) months of starting work with Master Builders.

23.8. Working with or around Asbestos and Asbestos containing materials

Master Builders prohibit their Apprentices/Trainees from working with or around Asbestos Containing Materials.

As an approved Master Builders Host Employer, you **must not** allow a Master Builders Apprentice/Trainee, regardless of any training, PPE, or supervision to work with or around Asbestos Containing Materials.

Failure to adhere to this requirement will result in your status and an Approved Master Builders Host Employer being revoked.

23.9. Working with or around Engineered Stone

Master Builders prohibit their Apprentice/Trainees from working with or around Engineered Stone.

As an approved Master Builders Host Employer, you **must not** allow a Master Builders Apprentice/Trainee, regardless of any training, PPE, or supervision to work with or around Engineered Stone.

Failure to adhere to this requirement will result in your status and an Approved Master Builders Host Employer being revoked.

As a result of increased rates of silicosis and silica related diseases in Australian Workers, from 1 July 2024 the NSW Government will prohibit the use, supply, and manufacture of Engineered Stone. The Safe Work Australia Decision Regulatory Impact Statement found that there are no safe levels of silica in Engineered Stone.

24. Complaints

Master Builders is committed to providing a fair and transparent complaints handling process. Where an identified issue cannot be resolved through discussions, negotiations or agreement a formal complaint may be lodged.

24.1. What is a Formal Complaint?

A Formal Complaint is a written complaint that is generally negative feedback about services or people which has not been resolved locally.

24.2. How to make a Formal Complaint?

To make a Formal Complaint, the complainant should complete and submit the Master Builders Apprenticeships Services Complaints Form. This form is available via our website www.mbaapprenticeship.com.au or can be requested from Master Builders either by phone 02 85863533 or email apprenticeship@mbansw.asn.au. The completed form can be submitted either electronically via email to apprenticeship@mbansw.asn.au or in hard copy to Master Builders Education Centre, 5 Burbank Place, Norwest, NSW 2153.

24.3. Receiving a Formal Complaint

When Master Builders receive a Formal Complaint the following steps will be taken

- The complaint will be taken seriously.
- The complaint will be treated with confidentiality.
- Master Builders will acknowledge in writing (either by email or post) the complaint within two (2) working days from the receipt of the complaint
- Master Builders will record all Formal Complaints received in its Complaints Register.
- Master Builders will undertake all reasonable measure to finalise the process and provide a suitable resolution as soon as practicable.

24.4. Dealing with a Formal Complaint

Master Builders will investigate the nature of the complaint and seek to provide a suitable resolution within sixty (60) calendar days from the initial lodgement of the complaint.

Where more than sixty (60) calendar days are required to process and finalise the complaint, Master Builders will inform the Complainant in writing including reasons why additional time is required. Master Builders will provide the complainant with regular written updates on the progress of the matter.

Master Builders will provide the Complainant with written notification of the decision resulting from their Complaint Investigation including any actions to be undertaken and the timeframe for those actions to occur.

If the Complainant is not satisfied with the handling of the matter by Master Builders or the final decision that has been made, they may refer the matter to an independent third-party. The Complainant will be responsible for any costs involved in engaging with the third-party.

Suggested Independent Third-Party Providers:

Training Services NSW	https://www.training.nsw.gov.au
The Australian Information Commissioner (for privacy related complaints)	https://forms.business.gov.au/aba/oaic/privacy-complaint-/
Apprentice Employment Network	http://aennswact.com.au/

25. Privacy Policy

This Privacy Policy covers the privacy of all people that Master Builders deal with.

We value and respect your privacy and are committed to protecting your privacy and complying with the Privacy Act 1988 (CTH) (Privacy Act) and other applicable laws and regulations.

The Privacy Policy describes how we collect, hold, use and disclose your personal information and how we maintain the quality and security of your personal information.

25.1. What is Personal Information?

Section 6 of the Privacy Act defines Personal Information as:

- Information or an opinion about an identified individual, or an individual who is reasonably identifiable
 - a) whether the information or opinion is true or not; and
 - b) whether the information or opinion is recorded in a material form or not.

25.2. What Personal Information do we collect?

The Personal Information we collect about you depends on the nature of your dealings with Master Builders or what you choose to share with us.

The personal information we collect about you may include:

- Name
- Address
- Contact Details (phone number/email)
- Date of Birth
- Gender
- Work History
- Qualifications and academic results
- Signature
- Photograph
- Drives Licence number
- Tax File Number
- Bank Account Details

Under certain circumstances, Master Builders may also collect sensitive information about you. This might include any information or opinion about your racial or ethnic origin, health information, or criminal record.

If we collect your sensitive information, we will only do so with your consent, if it is necessary to prevent a serious and imminent threat to life or health or as otherwise required or authorised by law, and we take appropriate measures to protect the security of this information.

You do not have to provide us with your personal information. However, if you choose not to provide us with your personal information, we may not be able to provide you with our services or otherwise interact with you.

25.3. [How do we collect your Personal Information?](#)

We collect your Personal Information directly from you when you:

- Interact with us over the phone.
- Interact with us in person.
- Interact with us online.
- Complete Application Forms.
- Enter into an Apprenticeship or Traineeship.
- Enter into an Employment Contract.
- Complete Surveys or questionnaires.
- Attend events.
- Subscribe to our mailing lists.

In addition, Master Builders routinely receives or obtains personal information about third parties (which can include you) from Host Employers, members of the public, government bodies, as well as from publicly available records.

25.4. [How do we use Personal Information?](#)

We use personal information for many purposes in connection with our operations, including for the following purposes:

- Consideration of applicants for Employment and Apprenticeship/Traineeships.
- Background checks and reference checks.
- To provide a more personalised experience and service offering.
- To improve the quality of the service we offer.
- To meet statutory requirement/obligations pertaining to an Apprenticeship or Traineeship.
- Internal administrative purposes.
- Marketing and research purposes.
- Governance and compliance purposes.
- Communications of Master Builders publications, releases, and other relevant information relevant to Employees, Host Employers, Industry Stakeholders and/or to the public.

- Provided to third party suppliers for marketing purposes.
- Provided to third party suppliers for the administration of Apprenticeship/Traineeship Training Contracts and Training Plans.

25.5. Your Consent

Unless you advise us otherwise, in supplying Personal Information, you hereby agree to any or all of the above uses of your personal information that you supply to Master Builders. You also hereby agree to similar use of other Personal Information that we may obtain about you from other sources mentioned above.

Subject to the Privacy Act, if we acquire any of your personal information in other ways, or if we use your Personal Information for purposes other than those listed above (or other than purposes reasonably related to, reasonably implied from those), we will notify you and seek your consent. Whenever reasonably practicable we will seek your consent in advance of, but in any case as soon as practicable after, such event. At such times, we will take reasonable steps to inform you of:

- The purpose/s for which the information is collected
- Any law- where applicable- that requires us to collect that information, and
- The main consequences if you refuse or fail to supply any item or items of information, or to authorise its collection or its use.

25.6. Records Containing Personal Information

The Privacy Act allows you to access, and if appropriate, to correct or to update our records containing personal information related to you.

Subject to the provisions of the Privacy Act, on request, we will arrange access for you to inspect your Personal Information held by Master Builders. If, following such inspection, you wish to update or correct any item/s of your Personal Information, arrangements will be made for you to apply to have the information updated or corrected. The information will then be updated or corrected if we are satisfied, on reasonable ground that this is correct and justified.

25.7. Disclosure

Master Builders will not disclose your Personal Information to third parties except with your consent as outlined above or in other circumstances where such disclosure is permitted or required under the Privacy Act or other statutory obligations or requirements.

25.8. Risk of Using the Internet

Transmitting information via the internet carries a security risk, which we cannot and will not attempt to control. Before using the internet for communications, please assess the attendant risks, and proceed only if you are prepared to accept those risks.

25.9. Online Activity

25.9.1. Website and Google Analytics

Information we collect may include:

- the internet protocol address and a component of the domain name used (e.g. .com or .net).
- the type of browser and operating system you used.
- the date and time you visited our website.
- the web pages or services you accessed at our website.
- the time spent on individual pages and our website overall
- which files you downloaded, and
- information about your computer and internet connections using cookies.

We use Google analytics demographics and interest reports to obtain a more detailed understanding of our website users and their potential needs. We do not collect personal information by such methods; only aggregate data is used for planning purposes.

25.10. Marketing Communications

We may send you direct marketing communications and information about our services, opportunities, or events that we consider may be of interest to you. These communications may be sent in various forms including email, SMS, in accordance with the Australian Spam Act 2003 (Cth). You consent to us sending you those direct communications by any of those methods. If you indicate a preference for a method of communications, we will endeavour to use that method whenever practical to do so.

You may opt-out of receiving marketing communications from us at any time by following the “Unsubscribe” instruction in the relevant communication.

25.11. Social Media

Some of our websites and services may include functionality to enable information sharing via third party social media applications, such as the Facebook Like button. These social media applications may collect and use information regarding your use of our websites. Any personal information that you provide via such social media applications may be collected and used by members of that social media application separate to us and are subject to the privacy policies of the relevant companies that

provide the applications. We do not have control over, or responsibility for, those companies or their use of your information.

25.12. [Links to Third Party Sites](#)

Master Builders Apprenticeship Services website may contain links to websites operated by third parties. If you access a third-party website via the Master Builders Apprenticeship Services website, personal information may be collected by that third party website. We make no representation or warranties in relation to the privacy practices of any third-party provider or website, and we are not responsible for the privacy policies or the content of any third-party provider or website. Third-party providers/websites are responsible for informing you about their own privacy practices and we encourage you to read their privacy policies.

25.13. [Retention of Personal Information](#)

Master Builders will not keep your personal information for longer than we need to. In most cases, this will mean that we will only retain your personal information for the duration of your relationship with us unless we are required to retain your personal information to apply with applicable laws, for example record-keeping obligations.

25.14. [Storage](#)

Master Builders will take reasonable steps to protect the security of the personal information we hold. This includes appropriate measures to protect electronic materials and materials stored and generated in hard copy.

25.15. [Inquiries and Complaints](#)

For inquiries of complaints about how Master Builders handles, processes or manages your personal information, please contact the Master Builders Association of New South Wales Privacy Officer:

The Privacy Officer
Master Builders Association of New South Wales
52 Parramatta Rd
Forest Lodge NSW 2037
02 8586 3555
privacy@mbansw.asn.au

Please note that we may require proof of your identity and full details of your request before we can process your inquiry or complaint.

Allow up to seven (7) days for Master Builders to respond to your inquiry or complaint.

Please note: It may not always be possible for Master Builders to resolve a complaint to everyone's satisfaction. If you are not satisfied with Master Builders response to a

complaint, you have the right to contact the Office of Australian Information Commission (www.oaic.gov.au, 1300 363 993) to lodge a complaint.

Appendix A: Host Employer Contractual Agreement

This is the Contractual Agreement between Master Builders Association of New South Wales Pty Ltd (Master Builders), ABN 11 074 397 532 and the Host Employer listed herein.

It should be noted that the Master Builders Host Employer Handbook forms part of the Master Builders Terms of Business and constitutes contractually binding terms of the Host Employers Contractual Agreement with Master Builders.

Master Builders will not be bound by any additional or conflicting conditions unless they are accepted in writing by the Master Builders General Manager of Education and Apprenticeships. These conditions may change at any time and new terms and conditions will be issued.

This agreement is deemed to have been accepted in full when the Host Employer has signed this Host Employer Contractual Agreement.

Details

Host Employer Business Name:		
Licence No:	Member No:	
Address:		
Street Address:		
City:	State:	
Phone:	ABN/ACN:	
Email:		
Invoice to be emailed to (if different from above):		
Invoice contact name:	Invoice contact phone:	
Appointed Apprentice/Trainee Site Supervisor:		
Name:	Position:	Company:
Qualification Held:	Mobile Phone:	
Name:	Position:	Company:
Qualification Held:	Mobile Phone:	

Host Employer Contractual Agreement is continued on next page...

Appendix A: Host Employer Contractual Agreement Continued

Timesheet: <i>Please provide details of staff who will be authorised to approve the apprentice/trainees timesheets</i>	
1 st Approver Name:	1 st Approver Phone:
1 st Approver Email:	
2 nd Approver Name:	2 nd Approver Phone:
2 nd Approver Email:	

Trading Terms:

All Invoices are to be paid via a Direct Debit payment option unless an alternative payment option has been approved in writing by the Master Builders General Manager of Education and Apprenticeships.

Other Required Information:

- I declare I am not a Prohibited Employer
- I have read and understood the Master Builders Host Employer Handbook
- I agree to abide by the Master Builders Host Employer Terms of Business and Conditions as set out in the Master Builders Host Employer Handbook and that form part of this Contractual Agreement
- My business operates under an Enterprise Agreement, and I have provided a copy to Master Builders

Host Employer Signature:
Host Employer Name:

Appendix B: Master Builders Direct Debit Form

Definitions:

This document outlines the direct debit arrangements between Master Builders Association of NSW Pty Ltd, ABN 11 074 397 532 (Master Builders) and You.

Master Builders is the registered Group Training Organisation and Apprenticeship Services arm of The Master Builders Association of New South Wales, ABN 96 550 042 906.

“You”, “Your” and “Host Employer” refer to you, your company and business nominated in the table below.

This document outlines the direct debit arrangements between Master Builders and You.

Direct Debit Terms and Conditions:

- Your nominated account or credit card will be debited weekly for hosting a Master Builders Apprentice/Trainee.
- The first debit to Your account will occur within seven (7) working days of the Master Builders Apprentice/Trainee commencing their placement with Your business.
- If an invoice payment is due on a non-business day, it will be debited from Your account on the following business day.
- Host Employer account information held by Master Builders will be kept confidential. Please note that some information is provided to the Master Builders financial institution to initiate the debit from Your nominated account.
- Master Builders will give you a minimum of fourteen (14) days’ notice in writing of changes to these Direct Debit Terms and Conditions.
- If you wish to make changes to this arrangement, please contact Master Builders on (02) 8586 3533.

Your Responsibilities in this arrangement:

- Ensure that your nominated account can accept Direct Debits (Your financial institution can confirm this).
- Ensure there are sufficient cleared funds in the nominated account on the drawing date.
- Advise Master Builders in writing if the nominated account is transferred or closed.

Please note, that if Your payment is dishonoured by your financial institution, a re-draw will take place within seven (7) days.

Any transaction fees payable by Master Builders in respect to a dishonoured payment will be added to Your account.

Master Builders Direct Debit form is continued on next page...

Appendix B: Master Builders Direct Debit Form Continued

Enquiries:

Please direct all enquires to Master Builders (02) 8586 3533 or apprenticeship@mbansw.asn.au and include your phone and email address.

I/We authorise Master Builders to arrange for funds to be debited from My/Our nominated account at the financial institution identified below. This authority to Direct Debit will remain in place in accordance with the Terms and Conditions described in this Direct Debit Form.

Account Terms Agreement:

Method of Payment:	
<input type="checkbox"/> Visa	<input type="checkbox"/> MasterCard
<input type="checkbox"/> Bank/Credit Union/Building Society Transfer	
Name of Financial Institution:	Account Name:
Account Number:	BSB Number:
Name on Card:	Card Number:
Expiry Date:	3 Digit Validation Number (CVC):
Account/Card Holders Signature/s <i>If more than one signatory on this account, all signatures required)</i>	
1.	2.
3.	4.

Appendix C: Host Employer Minimum Safety Standard Questionnaire

Please answer all seven (7) questions by ticking the relevant answer – Yes or No

Please provide copies of all relevant documentation. These documents should be **actual** documents recently used within your business. **Do not** provide blank documents or templates.

If you need assistance, please contact Master Builders on (02) 8586 3533 or email apprenticeship@mbansw.asn.au

	Questions	Yes	No	Date Supporting Documentation Provided
1.	Are Work Health & Safety General Construction Cards (White Cards) sighted regularly, and details recorded in a Training Register?	<input type="checkbox"/>	<input type="checkbox"/>	
2.	Are Site Inductions carried out and details recorded?	<input type="checkbox"/>	<input type="checkbox"/>	
3.	Are Risk Assessments carried out and recorded?	<input type="checkbox"/>	<input type="checkbox"/>	
4.	Are Toolbox Talks carried out regularly and recorded?	<input type="checkbox"/>	<input type="checkbox"/>	
5.	Are all Chemicals used on site listed in the Chemical Register and are Current Safety Data Sheets available?	<input type="checkbox"/>	<input type="checkbox"/>	
6.	Is your construction project valued equal to or greater than \$250,000? If Yes, please provide a copy of your Work Health & Safety Management Plan.	<input type="checkbox"/>	<input type="checkbox"/>	
7.	Do you undertake High Risk Construction Work? (Refer to list below) If Yes, please provide a Safe Work Method Statement (SWMS)	<input type="checkbox"/>	<input type="checkbox"/>	
	– Risk of Person Falling more than 2 metres	– Work in or near a confined space (no free flow or air)	– Tilt-up or pre-cast concrete elements	
	– Work in or near an excavation deeper than 1.5m	– Use of explosives (not including explosive power tools)	– Adjacent to road or other traffic/transport corridor	
	– Working around moving mobile plant	– Working near pressurised gas mains or piping	– Working in areas with artificial extreme of temperatures	
	– Structural alterations or repairs that need temporary support	– Work on or near chemical, fuel or refrigerant lines	– Diving Work	
	– Disturbance of asbestos	– Work on or near energised electrical installations	– Work on telecommunication towers	
	– Demolition of a load bearing structure		– Work in an area that may have a contaminated or flammable atmosphere	

Master Builders Host Employer Minimum Safety Standard Questionnaire is continued on next page...

Appendix C: Host Employer Minimum Safety Standard Questionnaire Continued

Host Employer Information:

What is your main area of work?

<input type="checkbox"/> Residential	<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial	<input type="checkbox"/> Civil
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What is your business' annual turnover (\$AUD)?

<input type="checkbox"/> <\$250k	<input type="checkbox"/> \$250-\$500k	<input type="checkbox"/> \$501k-\$1mil	<input type="checkbox"/> \$1-\$5mil	<input type="checkbox"/> >\$5mil
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Number of employees in your business?

<input type="checkbox"/> <5	<input type="checkbox"/> 6-10	<input type="checkbox"/> 11-20	<input type="checkbox"/> 21-50	<input type="checkbox"/> 51-100	<input type="checkbox"/> >100
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Name of Person Completing this Form:	Date:
Signature:	

Office Use Only:

Date Reviewed:	Reviewed By:	Meets Minimum Safety Standard? (Yes/No)
Comments:		

Appendix D: Guidelines for Supervising a Master Builders Apprentice

Introduction

Training a Master Builders Apprentice is an exciting opportunity for you to not only contribute to the development of a future tradesperson but for you to support our Building and Construction Industry. We are delighted that you have chosen to work with Master Builders to provide an opportunity for our apprentice to learn the necessary skills and industry knowledge that they need to successfully complete their apprenticeship.

As a Host Employer there are a number of supervisory and safety responsibilities that you will be required to meet and maintain to ensure the health and safety and learning of a Master Builders Apprentice.

This document provides you with an overview of your Supervisory Responsibilities that we require you to commit to in order to take on a Master Builders Apprentice.

Supervision of a Master Builders Apprentice

- A Master Builders Apprentice must be supervised by a suitably qualified (and licensed trade where required) person.
- The Supervisor must be a permanent employee of the Host Employer.
- To be suitably qualified, the Supervisor must hold a qualification equal to or greater than the qualification the Master Builders Apprentice is undertaking.
 - o For example, to supervise a carpentry apprentice, The Supervisor must hold a carpentry trade qualification (Certificate III in Carpentry) or higher-level qualification in the same field.
- The Host Employer must provide Master Builders with the name, contact details and qualifications held by their appointed Supervisor by completing the relevant section of Appendix A: Host Employer Contractual Agreement.
- The Host Employer must notify Master Builders in writing if there is any change to the appointed Supervisor.

Ratio of Supervisors to Master Builders Apprentices

The table below shows the maximum allowable ratio of Supervisors to Master Builders Apprentices

Year/Stage of Apprenticeship	Ratio Supervisor: Master Builders Apprentice (maximum)
1 or 2	1:1
3 or 4	1:3

Table 1: ratio of Supervisors to Master Builders Apprentices

Guidelines for Supervising a Master Builders Apprentice is continued on next page...

Appendix D: Guidelines for Supervising a Master Builders Apprentice Continued

Levels of Supervision

The table below should be used as a guide for the minimum levels of supervision required for a Master Builders Apprentice.

	Year/Stage of Apprenticeship			
	1	2	3	4
Supervision Level	Direct	Direct	General	General
Any High-risk Work	Direct	Direct	Direct	Direct

Table 2: minimum levels of supervision required

Direct Supervision: means the apprentice must be supervised at all times. This is on a direct and constant basis with visual contact and with the apprentice within audible range. The supervision is one-on-one and provides specific and constant guidance to the apprentice while keeping them in line of sight.

General Supervision: means the apprentice does not require the constant attendance of the Supervisor but is under the instruction and direction of the Supervisor for the tasks being performed. The Supervisor will provide the necessary instruction and direction for the tasks to be performed and will provide personal contact and progressive checks with the apprentice on a recurrent (periodic) basis.

Under General Supervision, the Supervisor must remain on the same work site as the Apprentice and be available to communicate with them directly when required (this does not mean by phone).

On Large Commercial sites, where a sub-contractor may be overseeing the daily tasks being performed by the Master Builders Apprentice, the following conditions will apply:

- The Host Employer must still appoint a permanent employee who is suitably qualified (and licensed trade where required) to supervise the apprentice (and the subcontractor).
- The appointed Host Employer Supervisor must be on the same worksite as the Master Builders Apprentice.
- The appointed Host Employer Supervisor must provide personal contact and progressive checks with the apprentice on a recurrent (periodic) basis and must provide personal and progressive checks with the sub-contractor to ensure they are providing the minimum levels of supervision for the Master Builders Apprentice as outlined in Table 2.

Guidelines for Supervising a Master Builders Apprentice is continued on next page...

- The Host Employer must ensure that the sub-contractor is aware of their role and responsibilities with regards to supervising the daily tasks of the Master Builders Apprentice and the Host Employer must provide Master Builders with the name, contact details and qualifications held by their appointed Host Employer Supervisor and appointed Sub-contractor Supervisor by completing the relevant section of Appendix A: Host Employer Contractual Agreement.
- The Training Employer must notify Master Builders in writing if there is a change to the subcontractor or the subcontractor appointed supervisor that is supervising the daily activities of the Master Builders Apprentice by completing and re-submitting the form attached to this document.

Master Builders reserves the right to remove a Master Builders Apprentice from site if it is found that the supervisory requirements and minimum levels of supervision have not been adhered to. It further reserves the right to prohibit a sub-contractor from supervising a Master Builder Apprentice or revoke approval status for a Host Employer where it has been deemed that the Master Builders Apprentice has been or will be put at risk.