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**LETTER OF INTRODUCTION**

On behalf of the Board and staff of MBA Group Training Ltd (**MBA GT**), I would like to thank you for your interest in becoming a host employer. It is organisations and people such as yourself that make it possible for MBA GT to offer apprenticeships and training to people who want to be part of our industry.

These people are keen to develop the skills and knowledge they will need to be successful in the construction industry. By becoming a host employer, you are committing to become a mentor, a role model, and a significant part of their learning journey. You will be working with people inexperienced in our industry, and you will be required to assist them to learn new skills and procedures.

Above all, you are committing to partner with Canberra’s leading construction industry trainer and membership association. As such, you are making a commitment to share our values of safety, teamwork, quality training, and excellence in the construction industry.

The staff at MBA GT look forward to working with you. Please read this document carefully and if you have any questions, I urge you to direct them to those people listed as contacts in this Information Package.

Once again, thank you and welcome to MBA GT.

Yours sincerely,



Michael Hopkins

Chief Executive Officer

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INTRODUCTION

Welcome to MBA GT, a not-for-profit training organisation, committed to increasing employment and training opportunities for people in the building and construction industry.

This Host Employment Information and Agreement has been designed to explain the operation of MBA GT to host employers. Please read through the document carefully.

MBA GT staff are available to answer any queries you may have. Office: 1 Iron Knob Street

FYSHWICK ACT 2609

Postal Address: PO Box 1211 FYSHWICK ACT 2609

Telephone: (02) 6175 5900

Facsimile: (02) 6280 9118

**MBA GT Contacts:**

Chief Executive Officer Michael Hopkins

Commercial Director Liz Nair

Field Services Manager Geoff Wood

Field Officer

GTO Manager Rosie Keech

Funding Officer Mila Bartholomew

Other contacts

Oz Help (02) 6251 4166 (available from 7.00 am to 7.00 pm)

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**MISSION STATEMENT**

MBA GT is committed to providing quality training opportunities and outcomes for all its employees.

**AIMS**

MBA GT aims to:

* provide clear and accurate advice to host employers on the apprenticeship system and outline stakeholder responsibilities as they relate to training and workplace support.
* provide appropriate support and employment opportunities to apprentices and graduates of trade-based pre-employment or pre-apprenticeship courses and assist in the provision of employment opportunities for females and disadvantaged persons in the labour market including the long-term unemployed, people with disabilities, indigenous Australians and migrants with English language difficulties.
* provide appropriate training in the building and construction industry in the ACT and surrounding region as required for the development of the industry so as to assist industry to achieve:
  1. optimum levels of efficiency;
  2. increased productivity and competitiveness; and
  3. improved quality and standards.
* optimise the use of training capacity in small businesses which individually have inadequate training facilities or an insufficient range of suitable work to provide comprehensive training and continuity of employment of apprentices or trainees.

**OBJECTIVES**

The objectives of MBA GT are to:

* allow for a flexible workforce by enabling host employers to specify stage of training and the time for which apprentices and trainees are required;
* enhance personal development of young people through increased maturity by experiencing several work and training experiences;
* protect the quality of employment and training for young people and ensure fairness in access; and
* improve the quality of training through systematic and planned rotations to provide a wider and more balanced variety of training.

**OUTCOMES**

MBA GT aims to achieve the following outcomes:

* the employment and training of employees which is geared to meet identified skill shortages of the industry; and
* to ensure that employees have the necessary skills and a broad base of training to enter the workforce as competent and capable employees.

**OVERVIEW**

WHAT IS A GROUP TRAINING ORGANISATION?

A Group Training Organisation (GTO) employs apprentices and trainees under a Training Contract and places them with host employers. They undertake the employer responsibilities for the quality and continuity of the apprentices’ and trainees’ employment and training. They also manage the additional care and support necessary to facilitate the successful completion of the Training Contract.

MBA GROUP TRAINING

MBA GT is Australia’s longest established GTO and operates on a not-for-profit basis. MBA GT has been operating since 1969.

As an employer of prospective and current apprentices, MBA GT has a structured approach to achieving quality outcomes. MBA GT is committed to providing high quality on and off the job training for apprentices in order to facilitate their development into a skilled worker with a recognised qualification.

MBA GT has assisted many young people in achieving their trade qualification and has been a major supply source to the skilled workforce of the building and construction industry in the ACT and surrounding region.

HOW DOES IT OPERATE?

MBA GT strives to achieve a successful outcome as a GTO through a number of steps to recruit, select and train apprentices that are a good fit for the industry and for our host employers. This involves:

1. An application and selection process;
2. Formal interview conducted by our Field Officers to identify a match between the interests, aspirations and skills of a prospective apprentice and the expectations of MBA GT;
3. Selection process based on information relating to the employment and training arrangements, so that a prospective apprentice understands the nature of the industry area and the apprenticeship they are commencing;
4. Formal induction program which ensures the apprentice knows and understands their obligations, those of MBA GT as well as those of the host employer;
5. Strong processes for recruiting and assessing host employers who have the capacity to provide the facilities, range of work and supervision in relation to the Training Plan required for the apprentice; and
6. Selecting hosts based on the skills to reinforce the off the job training with on the job experience in their workplace. Hosts employers are required to have a willingness to develop the apprentice skills in the management of apprentices and in mentoring them on site.

MBA GT locates employment opportunities for apprenticeships and is responsible for locating continuous employment for the apprentice. It is important for MBA GT to provide apprentices with a range of varied tasks to provide a well-rounded training and experience of the trade industry.

WHAT ARE THE BENEFITS?

The benefits of employers utilising the services of a GTO include:

For the employee:

* being paid while you learn;
* a broad range of experience and knowledge; and
* the development of networks and relationships with potential future employers and partners.

The above is subject to satisfactory conduct and performance in accordance with their contract of training and contract of Employment.

For the host employer:

* no need for a long term commitment;
* flexibility of staff;
* less administration tasks; and
* cost effective employment

Group Training companies provide access to a far wider variety of work situations leading to broader trade skills and to better future employment prospects.

Group Training creates opportunities that otherwise would not exist for young people to train and work in the building and construction industry.

**TRAINING CONTRACT**

The Training Contract is a legal document, the terms of which are regulated by the ACT Government under the *Training and Tertiary Education Act 2003* (ACT). It is a contract made between the apprentice, parent or guardian (if applicable) and MBA GT. The nominal term of the contract can be up to four years, but some employees may attain the required competencies for the relevant qualification at an earlier date.

A Training Contract is used to register an apprenticeship with the relevant state or territory. Apprenticeship Network Providers assist in the completion of the training contract (otherwise known as a sign-up) and registration of the training contract. The training contract is signed by both the employer and the apprentice or trainee who, by signing the training contract, agrees to the obligations under an apprenticeship.

Upon approval of the training contract you will receive an approval letter from the State Training Authority; this letter will contain information about your training contract, such as, your registration number, commencement date, due to complete date and qualification details.

**TRAINING PLAN**

Prior to the apprentice commencing training, MBA GT will complete a Training Plan with the apprentice that outlines the units required to achieve the qualification. The Training Plan sets out details of how, when and by whom the training and assessment will occur throughout the apprenticeship.

* The Training Plan describes what training is to be undertaken and outlines who provides the training;
* The Training Plan outlines how, when and where training will be delivered;
* The Training Plan outlines how the assessments will occur and when the apprentice is deemed competent;
* The Training Plan is developed and maintained by the Registered Training Organisation (RTO) in conjunction with the apprentice and employer;
* The Training Plan is a working document to be used for the duration of the Training Contract and regularly updated;
* The Training Plan, developed in conjunction with the apprentice and employer, is a living document that is intended to reflect the current status of the apprentice's training;
* The employer and apprentice are to be provided with an updated copy of the Training Plan by the RTO;
* The delivering RTO must comply with relevant national standards and relevant state training authority legislation, policies and procedures; and
* The RTO is to ensure the employer and apprentice understand the workplace tasks that need to be undertaken to support the development and achievement of competency in the workplace for each unit within the Training Plan.

**RESPONSIBILITIES RELATED TO TRAINING**

Apprentice responsibilities:

* Undertaking all training and assessment contained in this Training Plan
* Working with the RTO and employer to achieve competence in required skills

Host employer's responsibilities:

* Providing on-the-job skill development by providing workplace tasks that relate to the units of competency within the qualification
* Providing adequate and appropriate supervision to apprentices whilst on site
* Working with the RTO and apprentice to support the achievement of competence in required skills

RTO's responsibilities:

* Providing training and assessment in accordance with the Training Plan
* Ensuring that the employer and apprentice are updated on progress against the Training Plan
* Notifying the employer, apprentice and the state training authority regarding any issues that may affect successful completion of the Training Contract
* Explaining and offering Recognition of Prior Learning (RPL) and credit transfer to the apprentice and their employer
* Ensuring that in developing the Training Plan the workplace requirements are taken into consideration and the employer and apprentice understand the relationship between work tasks to be performed and the units of competency to be achieved
* Identifying in the Training Plan any units of competency that are required in achievement of the qualification that cannot be achieved in the workplace due to the work of the organisation and how these will be delivered and assessed by the RTO
* Identifying in the Training Plan any units of competency that are required to be delivered fully in the workplace, who will deliver the training and how these are to be monitored and assessed
* Providing the employer and apprentice with details of how they access the RTO's training and assessment dispute mechanism.

**APPRENTICESHIP NETWORK PROVIDERS (ANP)**

Apprenticeship Network Providers are contracted by the Australian Government to provide free information and advice to employers, apprentices and trainees. Apprenticeship Network Providers will:

* provide general information on apprenticeships and the range of qualifications available through apprenticeships;
* provide information on Registered Training Organisations;
* provide assistance to the apprentice and employer to fill out and lodge the National Training Contract (training contract);
* provide assistance to the apprentice and employer to lodge claims for Australian Government incentives;
* provide assistance to the employer, apprentices and registered training organisations for the duration of the apprenticeship; and
* work with the State or Territory Training Authorities to provide an integrated service.

Apprenticeship Network Providers in ACT and NSW are:

# Sarina Russo Job Access (Australia) Pty Ltd

Phone: [1300 178 776](mailto:info@apprenticeshipsupport.com.au)

Email: [apprenticeships@sarinarusso.com.au](http://www.apprenticeshipsupport.com.au/) Website: [www.sarinarusso.com](http://www.sarinarusso.com/)

**STATE TRAINING AUTHORITIES (SKILLS CANBERRA)**

The State Training Authority is responsible for the approval and management of Australian Apprenticeship training contracts. The State Training Authority in the ACT is known as Skills Canberra.

Your State Training Authority can be contacted on:

# ACT (Skills Canberra)

Phone: (02) 6205 8555

Email: [skills@act.gov.au](mailto:skills@act.gov.au)

**TRAINING**

Attendance at off-site training is a compulsory and necessary requirement of a Training Contract. All employees are required to attend as per enrolment specifications.

If a host employer requires a replacement employee due to training commitments, please notify MBA GT’s office as soon as possible. A calendar of training dates will be provided to the apprentice and host employer for the enrolled course.

MBA GT can discuss any extra training requirements which a host employer may require.

Employees will also be required to attend such other training as deemed necessary by MBA GT.

As a Group Training organisation, MBA GT is required to conduct regular site visits of its employees. Site visits are conducted by Field Officers at the following times:

**SITE VISITS**

* initially after commencement of apprenticeship
* at intervals of no less than every 8-10 weeks for all other employees
* at any other time as requested by the apprentice or host employer, as necessary.

Site visits may also be conducted by the WHS Manager of MBA GT for the purposes of ensuring that its employees are complying with workplace health and safety requirements. These visits will occur from time to time.

The purpose of site visits is to:

* monitor employees’ WHS practices and equipment;
* record employees’ training and skill development;
* ensure employees’ understanding of WHS responsibilities;
* monitor employees’ on-site performance including:
  + attendance and punctuality;
  + attitude;
  + ability to perform tasks;
  + complying with PPE policy
  + adequate supervision is in place
  + personal presentation; and
  + variation of training to provide additional skills.

The Field Officer will discuss the site visit details with both the host employer and the employee. The Field Officer will contact you to arrange a suitable time and place to conduct the site visit.

We welcome your input to these site visits and encourage host employers to relay any concerns about the employee or MBA GT’s operations.

**COMPLIANCE**

MBA GT may request documentation from you for review from time to time to monitor and report on health and safety matters and compliance, which may include, but is not limited to:

* safe work method statements;
* site inspection records;
* job safety analysis;
* induction records.

MBA GT requires the host employer to comply with all reasonable requests.

**GENERAL EMPLOYMENT CONDITIONS**

Apprentices are employed by MBA GT under the relevant Modern Award and will remain employees of MBA GT for the full term of the Training Contract.

The minimum hire period for apprentices is 8 hours per day.

**MINIMUM HIRE PERIOD**

The host employer must give minimum notification of no less than 24 hours to MBA GT if the host employer is not able to provide hours of work for which the apprentice is rostered and wishes to return the apprentice to MBA GT for an alternative placement.

Where the minimum notice of cancellation is not provided and MBA GT cannot find an alternative placement at short notice, the host employer may be charged the equivalent charge-out rate in respect of the period of notice required, less any period of notice given by the host employer.

**HOURS OF WORK**

Employees will be required to work the ordinary standard hours as set down in the appropriate modern Award.

The actual working, starting and finishing time will be set by the host employer within the spread of ordinary hours in the relevant modern Award.

Pay periods are weekly, the week commencing Tuesday and finishing on Monday. Employees will be paid on Wednesday.

**PAYMENT**

As an employee progresses through their apprenticeship or traineeship, they are paid at the appropriate wage rate for the stage of their apprenticeship or traineeship. Charge out rates will increase as the employee commences a new stage of training or as directed by the Fair Work Commission, notice of which will be provided to the host employer.

**PAY INCREASES**

**ROSTERED DAYS OFFS (RDOS)**

Employees in the building and construction industry may be entitled to rostered days off (RDOs).

When an employee works 40 hours per week, he/she is paid for 38 hours, the 2 hours are accrued towards RDO’s. The employee may be entitled to up to thirteen (13) RDO’s per annum.

**OVERTIME**

Employees may be required to work a reasonable amount of overtime.

An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

* Any risk to employee health and safety;
* The employee’s personal circumstances including any family responsibilities;
* The needs of the workplace or enterprise;
* The requirements of the Modern Award;
* The notice (if any) given by the host employer of the overtime and by the employee of his or her intention to refuse it; and
* Any other relevant matter.

An employee who is under the age of 18 may refuse to work any overtime and is not required to work overtime unless they so desire.

**All overtime** must be recorded on the employee’s timesheet and be approved by the Host employer via Anytime.

Timesheets are completed electronically by the apprentice on Monday’s following their work placement each week. As a host employer you will receive access to the electronic payroll system to check and approve timesheets once submitted.

**TIMESHEETS**

As a host employer when approving timesheets, you must:

* Set up your account when you receive the welcome email;
* Check each timesheet when submitted by your apprentice; and
* Either reject or approve the timesheet.
* You **must** submit check timesheets and action, no later than Wednesday 10:00am each week. Failure to do so will see MBA GT approve the timesheet submitted by the apprentice in order to process pays within the designated timeframe.
* If rejected by a host employer, the apprentice must amend and resubmit an amended timesheet for further approval. This can be done multiple times.
* Timesheets approved by host employers will be received by MBA GT immediately.
* MBA website provides further information for your reference:<https://www.mba.org.au/employment/anytimepayroll/>

# It is the responsibility of the host employer to ensure that all the information on the timesheet is correct before submitting.

**INVOICES**

Invoices are sent weekly from the detail submitted on employee’s timesheets. All invoices are payable 14 days from the date of the invoice.

If invoices are not paid within 14 days from the date of the invoice, interest may be charged by MBA GT at the rate of 8% per annum, calculated daily.

If the host employer fails to pay any invoices within 45 days from the date of the invoice, MBA GT may remove any apprentices placed with the host employer without notice to the host employer and take recovery action as required.

**PROBATIONARY PERIOD**

MBA GT requires all new host employers to undergo a probationary period for three months. During the probationary period, MBA GT requires all host employers to maintain a credit balance of one week, and to make an advance payment of the likely invoice amount (up to a maximum of $1,500 per apprentice placed with the host employer).

Failure to meet this obligation will see immediate cancellation of this Agreement and the removal of any apprentices placed with the host employer.

Following the probationary period, any credits will be applied to invoices issued in accordance with this Agreement. The host employer will then be invoiced on a weekly basis with terms of 14 days.

**LEGAL ENFORCEMENT ORDERS OR JUDGMENTS**

MBA GT may remove an apprentice or trainee from the host employer’s site where there is an ongoing risk to health and well-being. Should a host employer be issued a Provisional Improvement Notice (PIN) or have a court judgement entered against them for serious work health and safety matters, MBA GT may remove the apprentice or trainee from the host employer’s site without notice. MBA GT may determine, at it’s sole discretion, to determine a host employer agreement until the host employer can provide evidence of any required rectification.

**SUPERANNUATION**

MBA GT is required under legislation to pay employer superannuation contributions on behalf of its employees, currently at the rate of 9.5% of ordinary time earnings.

**INCOME TAX**

MBA GT is the legal employer of the employees and is therefore responsible for payment of all taxes to the Australian Tax Office.

**PUBLIC HOLIDAYS**

All employees are paid public holidays under the provisions of the appropriate Modern Award and the National Employment Standards.

**ANNUAL LEAVE**

Employees will be entitled to four weeks of paid annual leave for each completed year of service. Annual leave is accrued progressively during each year of service according to the employee’s ordinary hours of work and accumulates from year to year. Accrued entitlements may be used at any time (at the discretion of MBA GT and the host employer).

Over the Christmas and New Year break, MBA GT will close-down. Employees may work with their host employer during this time .If the host employer is closing during this period, any accrued annual leave or otherwise leave without pay will be required to be taken by the employee. Notification about the timing of the close-down period will be provided each year.

There is a requirement for the employees to give two (2) weeks notification to the host employer and MBA GT to take annual leave.

**PRIVACY POLICY**

Host employers acknowledge that they have read, understood and agree to the MBA Group Training Privacy Policy. This policy applies to personal and sensitive information that is collected, used and disclosed by the Master Builders Association of the ACT and MBA Group Training Limited (**collectively Master Builders**).

MBA GT respects its obligations to protect the privacy of the personal and/or sensitive information of the individuals it deals with, in accordance with the Australian Privacy Principles (**APPs**) of the Privacy Act 1988 (Cth) (**Privacy Act**)*.*

Where personal and/or sensitive information is provided to MBA GT, individuals agree to such information being collected, stored, used and disclosed as set out in the MBA Group Training Privacy Policy.

You can read the MBA Group Training Privacy Policy here: [https://www.mba.org.au/storage/pol013-](https://www.mba.org.au/storage/pol013-privacy-policy-v2-dec-17.pdf) [privacy-policy-v2-dec-17.pdf](https://www.mba.org.au/storage/pol013-privacy-policy-v2-dec-17.pdf)

**ATTENDANCE AND PUNCTUALITY**

MBA GT places great importance on employees having a good attendance and punctuality record at all times. To assist us in ensuring employees meet our expectations we request that you advise us of any indiscretions, e.g., late arrivals, absences from work, no phone calls advising of intended absence, leaving worksite for private purposes during work hours, etc.

**NOTICE PERIOD**

MBA GT requires its employees to provide adequate notice if they intend to resign from their employment, in accordance with their employment conditions and the Modern Award. This applies even if the employee (apprentice or trainee) intends to commence working directly for a host employer.

**WORK HEALTH AND SAFETY POLICY**

MBA GT acknowledges and respects its responsibility under the *Work Health and Safety Act 2011* (ACT) to provide, as far as is reasonably practicable (and to the extent of its ability to influence and control) a safe workplace. MBA GT acknowledges that safety is a shared responsibility and promotes safety as the primary value and goal of the organisation. MBA GT expects all employees and host employers to also share these values and goals and ensure that safety is the number one priority.

PHILOSOPHY

MBA GT is committed to ensuring, so far as is reasonably practicable, all workers are safe from injury and risks to health while at work.

MBA GT sees the health and safety of its workers as ranking equally with all other operational considerations.

OBJECTIVES

The objectives of this policy are to have a WHS management system in operation which meets the highest standards in providing:

* + A safe and healthy environment;
  + Safe systems of work;
  + Plant and substances in a safe condition; and
  + Consultation, information, instruction, training and supervision as necessary to ensure workers and others are safe from injury and risk to health.

STRATEGIES

MBA GT will adopt a preventative approach to the management of workplace health and safety by:

* + Ensuring both management and other staff are committed to improving health and safety through planning, setting targets, allocating resources and evaluating outcomes;
  + Ensuring the management and staff are responsible and accountable for the health and safety of workers and others in their scheme by full integration of health and safety with all business plans;
  + Effectively consulting with the host employers and workers on matters affecting the health and safety of workers;
  + Having WHS policies and procedures in place which document responsibilities for achieving health and safety aims and objectives;
  + Providing training and instruction for all workers to equip them with the knowledge and skills necessary to meet their responsibilities;
  + Providing an effective claims management and rehabilitation management system to achieve the earliest possible safe return to work of injured workers;
  + Ensuring MBA GT has a systematic approach to reporting, recording and investigating all incidents and hazards to prevent injury and illness.

**APPRENTICE AND TRAINEE SUPERVISION** [**1**](#_bookmark45)

As a host employer, along with all other workers, MBA GT apprentices and trainees require on site supervision. The level of supervision required is dependent on the competency level of the apprentice or trainee in carrying out the task and the risks associated with that task.

Supervision cannot be by mobile telephone and the supervisor must be working on the same building site as the apprentice or trainee that is being supervised.

A host employer must not under any circumstances subcontract an apprentice to another entity or person.

Guidelines about the required supervision for apprentices can be found here:

[‘Building and construction industry - Apprentice and trainee supervisio guidelines](https://www.accesscanberra.act.gov.au/app/answers/detail/a_id/3607)’ <https://www.accesscanberra.act.gov.au/app/answers/detail/a_id/3607>)

**OVERVIEW**

A suitably qualified person, who is a permanent worker of the host employer and who works predominantly the same hours as the apprentice or trainee, must supervise an apprentice or trainee.

For MBA GT apprentices and trainees, a suitably qualified supervisor can be the host employer or their worker, who has an equivalent or higher level qualification in the same trade qualification to the one being undertaken by the apprentice (or trainee). An apprentice cannot, under any circumstances, supervise another apprentice.

**PRIMARY DUTY OF CARE**

The *Work Health and Safety Act 2011* (ACT) outlines the primary duty of care of a person conducting a business or undertaking (PCBU). A host employer has the responsibilities of a PCBU, under the *Work Health and Safety Act 2011* (ACT).

The duty of care for a PCBU is to ensure, so far as is reasonably practicable, the health and safety of their workers and others. Workers includes MBA GT apprentices and trainees.

**LEVELS OF SUPERVISION**

Supervisors must determine the appropriate level of information, training, instruction and supervision that is necessary to protect workers from risks to their health and safety. This is especially the case for apprentices and trainees who, by the very fact that they are still working under an apprenticeship or traineeship, will require a higher level of supervision than other workers.

In determining the level and pattern of supervision for an apprentice or trainee in relation to work while in training, several factors should be taken into account. There is knowledge attained and the previous experience and training the apprentice or trainee has had relative to each particular task, skill or work function to be performed.

The pattern of supervision for an apprentice or trainee will typically be direct, general or broad.

For trainees completing a certificate I or II in construction it is expected that supervision will be direct and constant. For trainees completing higher level qualifications who have had previous industry experience, supervision requirements, as outlined below, should be applied following a risk assessment by the host employer.

The pattern generally recommended for apprentices is as they move through the years of an apprenticeship.

**SUPERVISION OF APPRENTICES**

The progression of supervision, generally recommended for apprentices is as they move through the years of an apprenticeship is detailed below:

# Year 1 and 2—Direct Supervision

This means supervision at all times, on a direct and constant basis, within visual contact and/or earshot (audible range). Constant basis refers to the continuous supervision of tasks being performed for the first time, and until skill is demonstrated for the complexity of the task and the work environment.

# Years 2 and 3—General Supervision

This means the apprentice does not require constant attendance of the supervisor but requires personal contact on a recurrent (periodic) basis. Periodic supervision means being under instruction and direction for tasks being performed. From a health and safety perspective, the extent of the periodic supervision would be determined through a risk assessment. Supervision cannot be by mobile telephone, and the supervision must still be done by the supervisor on the same building site.

# Years 3 and 4—Broad Supervision

This means the apprentice does not require constant supervision but requires personal contact on at least a regular basis. Occasional supervision means being under instruction and direction with checks being carried out on completion of tasks. From a health and safety perspective, the extent of the occasional supervision would be determined through a risk assessment. Supervision cannot be by mobile telephone, and the supervision must still be done by the supervisor on the same building site.

**CHARGE OUT RATES**

MBA GT Charge Out Rates (COR) remove the administrative and financial burden from host employers and cover all costs associated to employing an apprentice as follows:

|  |  |  |
| --- | --- | --- |
| * Off the Job Training | * Workers Compensation | * Rostered Days Off |
| * Long Service Leave | * Down time no job | * Public Holidays |
| * Superannuation | * Wet Days | * Annual Leave |
| * Sick Days | * Payroll |  |

Processes COR’s apply as follows:

# Carpentry – Effective November 2020

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Rate (excl. GST) | Total Ordinary Rate  (incl. GST) | Time and Half (incl. GST) | Double Time (incl. GST) | Daily Fare Allowance  (GST N/A) |
| 1st Year | $28.00 | $30.80 | $32.34 | $43.12 | $13.07 |
| 2nd Year | $32.00 | $35.20 | $36.96 | $49.28 | $14.82 |
| 3rd Year | $38.00 | $41.80 | $43.89 | $58.52 | $15.69 |
| 4th Year | $43.00 | $47.30 | $49.67 | $66.22 | $16.56 |

**Carpentry (Mature Age) – Effective November 2020**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Rate (excl. GST) | Total Ordinary Rate  (incl. GST) | Time and Half (incl. GST) | Double Time (incl. GST) | Daily Fare Allowance  (GST N/A) |
| 1st Year | $36.00 | $39.60 | $41.58 | $55.44 | $13.07 |
| 2nd Year | $36.00 | $39.60 | $41.58 | $55.44 | $14.82 |
| 3rd Year | $36.00 | $39.60 | $41.58 | $55.44 | $15.69 |
| 4th Year | $36.00 | $39.60 | $41.58 | $55.44 | $16.56 |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Rate (excl. GST) | Total  Ordinary Rate (incl. GST) | Time and Half (incl. GST) | Double Time (incl. GST) | Daily Fare Allowance  (GST N/A) |
| 1st Year | $29.60 | $32.56 | $34.19 | $45.58 | $14.09 |
| 2nd Year | $34.00 | $37.40 | $39.27 | $52.36 | $14.66 |
| 3rd Year | $36.00 | $39.60 | $41.58 | $55.44 | $14.94 |
| 4th Year | $42.00 | $46.20 | $48.51 | $64.68 | $16.06 |

**Plumbing– Effective November 2020**

**Civil – Effective November 2020**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Rate (excl. GST) | Total Ordinary Rate  (incl. GST) | Time and Half (incl. GST) | Double Time (incl. GST) | Daily Fare Allowance  (GST N/A) |
| 1st Year | $30.00 | $33.00 | $34.65 | $46.20 | $13.07 |
| 2nd Year | $35.00 | $38.50 | $40.43 | $53.90 | $15.69 |
| 3rd Year | $40.00 | $44.00 | $46.20 | $61.60 | $16.56 |

MBA GT COR will be adjusted as required to comply with legislative requirements and workplace agreements, including changes to superannuation levy, negotiated EBA’s, National Wage Case Decisions.

MBA GT will use its best endeavours to provide notice of relevant changes to the host employer within one (1) month of receiving notification of any change where practical to do so. Any delay in issuing a notice shall not constitute a waiver of MBA GT right or entitlement to recover all sums due and payable from the date the relevant change commences.

MBA GT also reserves the right to alter its COR from time to time during the currency of this agreement to reflect adjustments to the cost recovery component of the COR. For increases other than CPI, MBA GT will outline the basis for the increase and provide prior notice of not less than two (2) months of this change to the host employer where reasonable.

**COMPLAINTS**

If the host employer has a complaint, in the first instance we recommend host employers talk to the Field Services Manager to resolve any disputes or conflict that is related but not limited to charge out rates, invoices, apprentice suitability and compliance, as well as WHS issues.

In the event that the Field Service Manager is unable to resolve the complaint, the matter(s) will be raised with the GTO Manager.

**RESTRAINT**

To reasonably protect the goodwill and the legitimate business interests of MBA GT, the host employer will not, during a **Period of Restraint** directly or indirectly:

* Entice or solicit, or assist another person to entice or solicit, an employee of MBA GT, including an apprentice, to cease being employed by MBA GT;
* Do or say anything harmful to the reputation of MBA GT; and
* Do or say anything which may lead a person to cease, curtail or alter the terms of its dealings with MBA GT.

In this clause, **Period of Restraint** means from the last date on which the apprentice was placed with the host employer:

1. 18 months
2. 12 months
3. 6 months

**HOW TO CONTACT US**

For further information contact us at:

1 Iron Knob Street Fyshwick ACT 2609

PO Box 1211

Fyshwick ACT 2609

Phone: 6175 5900

Email: [reception@mba.org.au](mailto:canberra@mba.org.au)

**HOST EMPLOYER AGREEMENT**

The Agreement will commence on the date of execution and will continue until terminated by MBA GT or the host employer.

This agreement is governed by the laws of the Australian Capital Territory and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

**OBLIGATIONS UNDER THIS AGREEMENT**

MBA GT WILL:

* Employ apprentices under a Training Contract and in accordance with the terms of the relevant Modern Award.
* Provide the host employer with a suitable apprentice, having a regard to the host employers’ business needs.
* Notify the host employer as soon as practicable if a suitable apprentice is not available and the expected period of unavailability.
* Conduct regular site visits to the host employer’s worksite to ensure safe systems of work are in place and identify potential risks to safety.
* Place apprentices with only host employers who have an agreement in place with MBA GT.
* Ensure payment of remuneration to apprentices, including wages, superannuation, annual leave, sick leave and other benefits to which the apprentice may be entitled under their employment contract with MBA GT.
* Pay all taxes and duties in respect of such remuneration and benefits.
* Maintain workers compensation insurance which covers the apprentice.
* Provide a healthy and safe workplace for workers and others.
* Develop, implement and review MBA GT WHS policies, procedures and programs.
* Ensure agreed mechanisms for consultation are followed regarding all issues, which may affect the health, safety and welfare of any worker.

HOST EMPLOYERS WILL:

* Provide a safe working environment and ensure safe work practices are adhered to in the workplace.
* Provide a work environment that is free from discrimination, harassment and bullying.
* Ensure that the new worker is provided with both a workplace specific and job specific induction when commencing work at the host employer’s workplace (see F6.3 Host Employer Pre Placement Safety Review).
* Provide site specific instruction, training and supervision when either the worksite changes and/or new procedures, plant or equipment are introduced into the workplace. Identify possible hazards on a worksite ensuring that the apprentice has understood the site induction and identified the appropriate hazards.
* Pay the charge rate as determined by MBA GT, and all other amounts specified in this Agreement in a prompt and timely manner.
* Immediately notify MBA GT of any change of work duties or conditions that may alter the risks to the MBA GT apprentice and provide further training, instruction and information to those apprentices as necessary.
* Ensure PPE is used by apprentices on site and notify MBA GT if PPE is not worn by the apprentice when required.
* Allow Field Officers or other MBA GT staff to access the site to meet with apprentices (including the four mandatory site visits each year).
* Comply with any safety notices or alerts that are issued by MBA GT in regard to responsibilities as a host employer, incidents, reporting, working safely on site or supervision requirements.
* Maintain records relating to WHS compliance including records relating to the apprentices understanding of the workplace health and safety requirements of that site and provide MBA GT with copies of any safety documents upon request by MBA GT.
* Communicate with MBA GT promptly should any issues arise.
* Promptly advise MBA GT Field Officers of any incident, illness or dangerous occurrence (including a near-miss incident) involving one of MBA GT’s apprentices and assist the Field Officer in completing an Incident Report (F8.2 Incident Investigation Report).
* Comply with any and all reasonable directions issued to the host employer by WorkSafe ACT (or similar authority in other jurisdictions).
* Maintain a compliant workers compensation insurance policy and a public liability insurance policy ($20 million) and provide copies of these policies to MBA GT upon request. Failure to maintain these policies or provide copies or confirmation upon request may lead to immediate termination of this Agreement.

The host employer will not:

* Provide labour of the apprentice to any other entity or require the apprentice to perform work that is outside the scope of Training Contract.

**NOTIFICATION**

MBA GT must be advised **immediately** if an employee is involved in, or is injured or affected by an incident, no matter how small and no matter whether the employee loses time from work or not. This also applies to near misses or dangerous occurrences.

If an employee is declared unfit for work, he/she must notify MBA GT immediately and also notify the host employer.

It may be necessary in the case of serious incidents or accidents for MBA GT to conduct an investigation, which will be done in consultation with the host employer and apprentice. It may also be necessary for MBA GT to report the incident to WorkSafe ACT. MBA GT expects all apprentices and host employers to comply with any reasonable direction given by WorkSafe ACT.

**MEMBERSHIP - BECOMING A MEMBER**

The Master Builders Association of the ACT has represented the building and construction industry since 1925. Our members include major companies operating in the ACT, but primarily small and family businesses.

Our members represent the entire supply chain of the industry including commercial and residential builders, civil contractors, subcontractors, suppliers, property developers, and professional consultants supporting the building and construction industry.

We have operated the ACT’s leading specialist building and construction industry training organisation, MBA Group Training Limited, since 1969. We aim to help our members operate safe, productive and successful businesses.

**MBA LEGAL**Your MBA membership provides access to a wide range of advice services, and this will never change. But sometimes you need more than advice. And for smaller businesses or contractors, legal representation can be daunting and simply not affordable. That is why we’ve introduced MBA Legal – a specialist legal practice that gives our members access to a legal team who can manage a range of matters on an affordable fee for service basis.

**WORK HEALTH & SAFETY ADVICE**Receive valuable advice and support in developing management tools to comply with WHS Legislative requirements and improve your companies WHS performance. This includes site safety audits and visits.

**INDUSTRIAL RELATIONS ADVICE**Our dedicated IR experts can provide advice on Enterprise Bargaining Agreements, Workers Compensation, Unfair Dismissal, Employment Contracts, Workplace Protection, Discrimination, Harassment and Bullying. Have complete peace of mind knowing you can turn to the experts when you need it most.

**IN THE KNOW**Master Builders ACT will keep you informed on the latest industry news relating to planning and development, advocacy, lobbying and other issues affecting the building industry, via weekly member email updates. We will also communicate breaking news and developments with you as they occur.

**NETWORKING OPPORTUNITIES & CPD POINTS**Build your brand and contacts through member events and sector council meetings. Master Builders ACT holds member workshops on technical, contractual and industrial relations issues that affect our members. CPD points are often available.

**RECOGNITION**The Master Builders Building Excellence Awards celebrates superiority in construction and building in the ACT and surrounding regions. Winners and finalists use these accolades to market their business in the years ahead.

**PRODUCTS & SERVICES**Master Builders ACT members can access the following at reduced rates: Fidelity Fund Certificates (ACT), Home Warranty Insurance (NSW), Building and Construction Contracts, Site Signs, National Construction publications including the NCC. Looking for a location to hold board meeting or training day? As a member of Master Builders ACT, you’ll receive a great discounted rate when using our facilities in Fyshwick ACT.

**TRAINING (RTO NUMBER 88163)**Undertake your construction qualifications with Master Builders ACT including; Builders License training, short courses (accredited, non – accredited and workshops), High Risk Training as well as business courses in finance and digital marketing.

**APPRENTICES**As a Group Training Organisation MBA employs apprentices that can be hosted to your Organisation. This is a cost-effective way to create a flexible workforce when work demands are at a peak. The benefits of employing an MBA apprentice is to reduce the administrative burden on your business with no commitment of a long-term employment contract.

**OPPORTUNITIES**There are a number of sponsorship and advertising opportunities available through Master Builders ACT publications and events. For more information about advertising and sponsorship opportunities, please contact Master Builders ACT on 6175 5900.

By becoming a member of Master Builders ACT you could save thousands of dollars on motor vehicles, fuel, insurances, and technology services.

**DISCOUNT OPPORTUNITIES**

Plus there are many other savings available through exclusive deals and partnerships.

|  |  |
| --- | --- |
| * Caltex | * Seears Workwear |
| * Telstra | * MBA Insurance Services |
| * Toyota | * MBA Group Training |
| * Harvey Norman Commercial | * MBA Builders Fidelity Fund |

Master Builders ACT is committed to supporting our members now, and into the future. As the industry continues to be impacted by the extraordinary events that have occurred over recent months, Master Builders ACT will continue to:

* Advocate to the Australian and ACT Governments to provide additional economic stimulus, reduce the regulatory burden, provide additional capital works spending for all sectors, and support the use of local builders, subcontractors, suppliers, and consultants.
* Provide building industry specific training courses through a combination of face-to-face and remote delivery methods.
* Provide support and advice from our member services team, including specialist industrial relations, dispute resolution, work health and safety, and contracts advice.
* Provide members with the latest industry information through virtual events, member updates and information sessions.

Our membership sectors currently include:

* Commercial sector - commercial building contractors.
* Residential sector - house builders, extension specialists and land developers.
* Subcontractors & suppliers - specialist contractors, manufacturers, and suppliers.
* Professionals - engineers, architects, building designers, interior designers, quantity surveyors, building officials, educators, building owners, banks, credit unions and other financial providers, real estate agents, legal and accounting professionals, and information technologists.
* Civil contractors sector - contractors, subcontractors, and suppliers.

Membership is open to approved persons associated with or operating a reputable business within the building and construction industry.

Contact Mandy Winter, Relationships Manager E: [mwinter@mba.org.au](mailto:mwinter@mba.org.au) P: 0437 955 923

**DECLARATION**

**HOST EMPLOYER**

Host Employer:

*Business Name*

ABN:

# Please state full name(s) of Sole Trader

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Host Employer Primary Contact:

# EXECUTED BY: DATE:

A**BN**

*Signed Witness*

*Full Name Full Name*

# EXECUTED BY: DATE:

**MBA Group Training Limited ACN 130 865 253:**

*MBA GT Representative Witness*

*Full Name Full Name*