



**BRENDAN MCKENNA
EARTHMOVING**

EMPLOYEE HANDBOOK

Brendan McKenna Earthmoving Pty Ltd

ABN 94163887563

Issue Date: _____

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EMPLOYEE HANDBOOK

PART I – PRELIMINARY INDUCTION PROCEDURE FOR NEW STAFF MEMBERS

Brendan McKenna Earthmoving Pty Ltd (“the Company”) reserves the right to change, add to or modify any of the provisions of this Handbook.

Introduction

On behalf of the Company and your colleagues, we welcome you and wish you every success during your employment with us. We believe that each and every employee contributes directly to our growth and success. We hope that you will take pride in being a member of our team.

This Employee Handbook is not a Workplace Agreement. It describes some of our expectations of our employees and outlines our policies and procedures. We ask all employees to carefully review and familiarise themselves with this Employee Handbook. It will answer many of your questions concerning your employment with us.

If you have any questions about anything in this Employees Handbook, please speak with our Administrative Manager.

We hope that your experience here will be challenging, enjoyable and rewarding.

Yours faithfully,

_____ [sign]

Administrative Manager.

Brendan McKenna Earthmoving Pty Ltd

EMPLOYEE COMMITMENT FORM

I understand that this Employee Handbook describes important information about the policies and procedures of the Company. I will read it carefully and refer to it during the course of my employment.

I acknowledge that I should consult with the Administrative Manager regarding any questions I may have regarding this Employee Handbook.

I appreciate that the information described in this Employee Handbook is subject to change from time to time and that those changes will be communicated to employees by inter office memos.

I have received this Employee Handbook, and I understand that it is my responsibility to read and comply with the policies and procedures contained in it and with all revisions that may be made to it. I understand that my compliance with the policies and procedures in this Employee Handbook is an essential term of my employment.

I also acknowledge that upon termination of my employment, whether by resignation or dismissal, I must return all Company property issued to me in a clean and serviceable condition. This includes, but is not limited to, Company vehicles, plant and equipment, fuel cards, keys, mobile phones, tablets, iPads, personal protective equipment (PPE), tools, documents, records and any other Company property or equipment issued during my employment.

[Sign here]

[Employee print name]

Date: _____

PART II – GENERAL INFORMATION

1. OUR COMPANY AND ITS BUSINESS

- 1.1. Our company delivers reliable, high-quality earth-moving services for but not limited to HQ Plantation as one of our main customers, focusing strongly on forestry works across all areas of Brisbane, the Gold Coast, the Sunshine Coast and Toowoomba, and up to Central Qld, as well as out to Western QLD and northern NSW..
- 1.2. We believe our experience in the industry enables us to offer a high standard of customer service to our customers.
- 1.3. As in any organisation, the people who work together make a company what it is. We pride ourselves in selecting people with a unique blend of skills. Our staff possess backgrounds in civil construction and earthworks projects, road construction projects, land development projects and all aspects of forestry work..
- 1.4. Our company is dedicated to providing and delivering high quality, professional commercial earth-moving and excavation services, on-time and on-budget. We take the time to invest in site inductions, detailed hazard risk and method statements and processes, as well as a strong investment in staff training and skill development. Our mission is “Do it safe & do it right, first time every time.”.

2. MISSION STATEMENT

Delivering high quality, professional commercial earth-moving and excavation services..

3. YOUR EMPLOYMENT AND THIS HANDBOOK

- 3.1. The terms and conditions of your employment with the Company are set out either verbal or in your Employment Agreement/ Collective Agreement.
- 3.2. This Employee Handbook provides employees with a general understanding of our Company’s policies and procedures. This Handbook contains information that you may need to assist you in your work and the standards, policies and procedures that apply in the day-to-day conduct of our business. However, the Employee Handbook cannot anticipate every situation or answer every question regarding your employment.

4. INDUSTRIAL AWARDS /COLLECTIVE AGREEMENTS

- 4.1. You may be employed by the Company under a verbal common law employment agreement.
- 4.2. To the extent that there is any inconsistency between any applicable Collective Agreement and this Employee Handbook, the Collective Agreement will apply.

- 4.3. Our Company sees its employees as key contributors in every aspect of its business. It is through your commitment to excellence, your positive attitude to your tasks and your willingness to work as a team that we will achieve our goals.

5. EXPERIENCE AND TRAINING

- 5.1. In your Application for Employment, you provided us with details of your experience and training. We have relied on the complete truth of what you have told us in assessing your suitability for the position with our Company and in deciding to employ you in that position. Employees must promptly provide the Company with any information that concerns the Employee being unable to perform the Employee's full range of duties.
- 5.2. If you believe there is a course or training program that will enhance your ability to perform your work, then we invite you to discuss this with your supervisor. We are committed to ensuring that all our employees are well trained to perform their work. If we can assist you with any further training, please speak with us.
- 5.3. Our Company does not undertake to pay your fees with respect to a training course or program that you undertake whilst employed with the Company. However, the Company may in some circumstances agree to pay or contribute towards such fees. Accordingly, you should discuss with us any courses you are planning to do.
- 5.4. From time to time, you may be expected to undertake training at the request of the Company to develop your skills and expertise in your position with our Company.

6. EMPLOYEE RELATIONS

- 6.1. If you have concerns about the workplace, we encourage you to voice these concerns openly and directly with management. This facilitates clear communication and avoids many unnecessary problems. Our workplace policy is that if you as a valued employee have a concern about any matter, then management shares your concern. We may not always agree with the point that you have raised but we do want to hear what you have to say and will carefully consider it in a positive way. Any workplace disputes must be resolved in accordance with our Dispute Settlement Procedure set out in this Handbook.

7. EMPLOYEE'S DUTIES AND RESPONSIBILITIES

- 7.1. If you have entered into a written employment agreement, then your duties and responsibilities are referred to therein. Each Employee's employment will commence the date the Employee accepts the Company's Offer of Employment or such other date as the Employee and the Company expressly agree verbally or in writing as the commencement date.

- 7.2. In accepting the Company's Offer of Employment, the Employee is representing to the Company that the Employee can efficiently, competently, and properly carry out those duties and that the Employee has all the skills and experience to do so.
- 7.3. The Employee is to read, understand and sign the companies' procedures, and return to Admin, prior to their first shift.
- 7.4. The Employee must carry out a Personal Risk Assessment (Take 5) prior to each shift, as well as a Machine Pre-Start prior to operating any plant/machine. If working alone, a Pre-Shift Information form is to be conducted. Supervisors will conduct the Pre-Shift Information each shift for their immediate crew. All forms are available online, complete form via app – www.form.mckgroup.com.au, If phone signal is low, please complete paper version and email a copy to dockets@mckgroup.com.au or inspections@mckgroup.com.au once you are in a better signal service.
- 7.5. The Employee must carry out all reasonable lawful instructions given to the Employee to the highest level of the Employee's skill, competence, and training. The Employee must efficiently and satisfactorily comply with all reasonable lawful requests made by the Company.
- 7.6. The Employee is required to obey all reasonable lawful directions given to the Employee by the Company in the course of the Employee's employment and the Employee must carry out all duties and responsibilities required of the Employee to the satisfaction of the Company. The Employee may be asked to do work for a subsidiary of the Company or to take instructions from an agent of or contractor to the Company. The Employee must in these circumstances carry out all reasonable lawful tasks assigned to the Employee.
- 7.7. There may be occasions when the work required of the Employee is not work usually done by a person holding the Employee's position in the Company. Notwithstanding this, the Employee is expected to carry out that work. The Employee is not required to take on any work that is dangerous or which requires particular training or experience which the Employee does not have.
- 7.8. There may be additional responsibilities and duties required of the Employee in the course of the Employee's employment which the Employee will be expected to carry out.

8. CASUAL EMPLOYEES

- 8.1. We employ casual employees. Casual employees are employees who are not permanent. Casual employees are short term and work irregular and uncertain hours.

- 8.2. Casual employees are not entitled to a range of benefits normally afforded to part time and full-time employees such as holiday leave or personal sick leave (except for unpaid carer's leave).

9. CONTRACTORS

- 9.1. We engage some independent contractors and consultants for specific tasks. Contractors are not employees. Contractors are independent business entities that are engaged to provide specific services on a project-by-project basis to the Company.
- 9.2. All contractors render to our Company tax invoices with their Australian Business Number that comply with GST requirements. We expect them to do this promptly on completion of any project. If a tax invoice is given to you by a contractor, you should ensure that it is promptly passed on to your supervisor.
- 9.3. Contractors are responsible for their own WorkCover insurance, superannuation and PAYG tax payments with respect to themselves, their employees, or subcontractors.
- 9.4. All contractors usually provide all their own equipment, materials, and supplies.

10. PAYMENT OF WAGES

- 10.1. All employees are paid Weekly on each Tuesday.
- 10.2. Your pay will be electronically deposited into your bank account. You should have provided the Company with your bank account details and filled out an Employee Bank Account Information Form. It is your responsibility to make sure the details you give us are correct. If you wish to change this at any time you must fill out a new form.
- 10.3. We are legally required to make certain deductions from every employee's pay. Among these deductions are applicable PAYG taxes. In addition, we pay the compulsory Superannuation Employer's contribution in accordance with current Australian Superannuation Guarantee (SG) requirements, currently twelve percent (12%) of Ordinary Time Earnings (OTE), or such other legislated rate as amended from time to time.
- 10.4. The Employee will be provided with a pay slip indicating details of payment and deductions. The Employee must review the accuracy of the pay slips and report any discrepancies to the Company's Pay-Roll Officer.

11. EMERGENCY CONTACT NUMBERS

- 11.1. A list of contact numbers in the event of an emergency is provided below:

AMBULANCE: Emergency – 000

POLICE: Emergency – 000

FIRE: Emergency – 000

PART III - POLICIES

12. DISCRIMINATION AND HARASSMENT POLICY

- 12.1. We are committed to providing a workplace culture and environment that is free of discrimination and harassment.

13. EQUAL OPPORTUNITY POLICY

- 13.1. The Company is an equal opportunity employer. All employees are treated on their merits, without regard to race, age, sex, relationship status or any other factor not applicable to the position. Employees are valued according to how well they perform their duties, and on their ability to maintain Company standards of service.

14. BULLYING POLICY

- 14.1. Our Company is committed to providing a workplace culture and environment that is free of bullying. Bullying is not tolerated by our Company in the workplace.

15. SOCIAL MEDIA AND ELECTRONIC COMMUNICATIONS POLICY

- 15.1. Our Company recognises that employees may use social media and electronic communication platforms for personal and professional purposes. The Company expects all employees to use these platforms responsibly and in a manner that protects the reputation of Brendan McKenna Earthmoving Pty Ltd, its workers, customers and stakeholders.
- 15.2. Employees are expected to use social media and electronic communications in a respectful and responsible manner at all times. Employees must not publish or distribute material that may damage the reputation of the Company, its workers, customers, contractors or business relationships.
- 15.3. Employees must maintain confidentiality of Company information and must not disclose confidential business information, operational information, customer information, project details or any information that may negatively impact the Company or its clients.
- 15.4. Employees must not use social media or electronic communication to engage in bullying, harassment, discrimination, offensive conduct or any inappropriate behaviour towards fellow workers, contractors, customers or stakeholders.
- 15.5. Employees must ensure that any personal opinions or views expressed online are not represented as being the views of Brendan McKenna Earthmoving Pty Ltd unless authorised to do so.
- 15.6. Workers involved in Company projects, including government, forestry, environmental or client-controlled worksites, must not upload photographs, videos, site locations or project information without prior management approval.
- 15.7. The use of Company devices, systems and communication tools must be for lawful and appropriate purposes only and must comply with Company policies and procedures.
- 15.8. Any misuse of social media, disclosure of confidential information or conduct that adversely affects the Company may result in disciplinary action, up to and including termination of employment.

16. OCCUPATIONAL HEALTH & SAFETY (OH&S/WH&S) POLICY

- 16.1. Procedures are to be read and understood then signed before commencement of first shift.
- 16.2. All Health & Safety Management policies & procedures are available online <http://form.mckgroup.com.au> or a manual copy can be located in the supervisor's work vehicle.
- 16.3. All Health & Safety Management Forms are available online, complete form via app – www.form.mckgroup.com.au, If phone signal is low, please complete paper version and email a copy to dockets@mckgroup.com.au once you are in a better signal service.
- 16.4. We take our obligations under the *Work Health and Safety Act 2011 (CTH)* seriously so that we can provide a safe and healthy work environment for employees, contractors, customers, and visitors.
- 16.5. If you become aware of any circumstance or hazard that could give rise to a risk of injury or illness to any person then you should immediately notify your supervisor, fill out a Near Miss Form and lodge it with your supervisor.
- 16.6. If there is an accident that does give rise to an injury or illness or could have resulted in an injury or illness, then it is important that all employees who are present immediately inform their supervisor and fill out a statement setting out what happened in a Near Miss Form.
- 16.7. In all workplace activities you are expected to comply with all OH&S/WH&S procedures and all directions given in respect to safety. If this requires you to wear protective clothing or a helmet or to wear ear plugs/muffs or face masks or protective goggles, then you must do so, and no one has any authority to exempt you from this compliance.
- 16.8. If there are restricted areas where only authorised personnel are permitted, then you are not permitted to enter those areas unless expressly authorised by the appropriate officer or your supervisor.
- 16.9. If you see any person or employee not complying with any OH&S/WH&S procedures or requirements, then you must immediately report this to your supervisor. You will appreciate that this is a fundamental matter of workplace safety. All such reports will be treated confidentially.
- 16.10. If you see any machinery being improperly used or being used without safety guards (when these are required) or observe any machinery to be damaged or defective or in need of repair or service, then you must immediately report this to your supervisor. You will appreciate that this is also a fundamental matter of workplace safety. All such reports will be treated confidentially.

17. ALCOHOL AND DRUG POLICY

17.1. As part of our OH&S/WH&S policy, alcohol consumption or drug use in the workplace is strictly prohibited. You must not come to work intoxicated or under the influence of drugs. If you have a drug and/or alcohol problem, you could cause injury to yourself and others and you could damage your physical and mental health.

17.2. An employee who appears to be under the influence of alcohol or drugs may be:

- (a) requested to acknowledge that he/she is so affected and if he/she does so acknowledge, then the Company may give that employee a written warning not to attend work whilst intoxicated or under the influence of drugs and may require the employee leave the premises.
- (b) if the employee does not acknowledge that he/she is intoxicated or under the influence of drugs, the employee may be required to participate in an alcohol or drug test. If the employee so agrees and is found to be intoxicated or under the influence of drugs, the employee will be counselled in accordance with the Counselling Procedure and may be issued with a written warning.
- (c) if the employee refuses to participate in an alcohol or drug test, the employee will be counselled to participate. If the employee continues to refuse to participate without a legitimate cause the employee will be deemed unfit and may be given a warning or in serious cases dismissed for misconduct.

17.3. If you have a drug or alcohol problem, you are invited to seek counselling from management to facilitate treatment and rehabilitation.

18. CORPORATE COMPLIANCE POLICY

18.1. Our Company takes seriously all aspects of legal compliance. If you become aware of any activity being conducted by any person, whether a fellow employee, executive or any person contracted to the Company, which involves anything illegal or contrary to any law then you must report this to your supervisor immediately. You will appreciate that this is in the interest of all employees and the Company. All such reports will be treated confidentially.

PART IV - PROCEDURES

19. DISPUTE SETTLEMENT PROCEDURE

19.1. We believe a fair and positive atmosphere method for dealing with complaints or disputes that may arise. Our Company is committed to encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a prompt and timely response from Management.

19.2. All employees are expected to treat each other with mutual respect and courtesy.

Final Warning Notice

This notice will inform you in writing that if you do not immediately discontinue the unsatisfactory conduct or behaviour, then disciplinary action may be taken as deemed necessary by the Company as your employer. This can include dismissal. Our Company will normally issue three (3) warning notices to you before dismissal. However, our Company will summarily dismiss you if you demonstrate serious or wilful misconduct.

20. WORKPLACE INJURIES AND COMPENSATION PROCEDURE

20.1. We maintain all proper insurance policies in respect to compensation to any employees who suffer injury or illness in the course of their employment with us. The following procedure will apply in the event of such injuries or illnesses:

Procedure for Dealing with Work Related Injuries or Illness

Step 1

If you sustain a work-related injury or illness, you should report it to your supervisor immediately.

Step 2

If you have sustained a work-related illness and/or injury, you should complete a Near Miss Form which will be provided by your supervisor. This Form must be filled out and lodged with your supervisor.

20.2. If an accident happens and someone is injured, the following steps must immediately be taken:

Step 1

If you saw the accident, you must inform your supervisor that you were a witness.

Step 2

You must complete and sign a Near Miss Form.

Step 3

You may be required to give a written statement detailing:

- ☐ what you saw or heard,
- ☐ the identify of any other persons who were present
- ☐ where you, and any other persons who were present, were standing when it happened, and
- ☐ a description of the way in which the accident occurred.

21. FIRE EVACUATION PROCEDURE

21.1. In the event of a fire, you are required to following the Fire Evacuation Procedure:

Fire Evacuation Procedure

Step 1

Remove yourself from immediate danger. Do not put yourself at risk.

Step 2

Alert co-workers by yelling “FIRE” 3 times. Alert Emergency Services by calling 000 (Fire Brigade) and give an accurate location of fire. Alert HQ Plantations with accurate location of fire.

Step 3

Contain the fire if possible. Do not put yourself at risk.

Step 4

Evacuate everybody to muster points. The supervisor checks all workers are present.

Step 5

Extinguish the fire if you are trained and if it is safe to do so. Do not put yourself at risk.

