



EMPLOYEE HANDBOOK
AND
AGREEMENT

Mission Statement

Our mission is to continue to be recognised as one of Australia's leading service providers to the Entertainment industry with a reputation that also extends to the international market.

All Access Crewing Pty Ltd strives to provide ongoing industry support and involvement while keeping a strong work ethic of reliability, adaptability and complete customer satisfaction and we will continue to grow from strength to strength based on the reputation and commitment of our team

All Access is a dynamic organisation committed to the service of our clients and to exceed our clients' timetables and the welfare, security and safety of our staff. Each member of our team is responsible for that commitment.

Terms Of Employment: Including Notes Derived From The Live Performance Award 2010
All Access actively implements procedures to comply with ever changing industry standards under the MEAA

(Media and Entertainment Art Alliance), and the LP 2010 Award which is the Live Performance Award 2010 which is governed by Fair Work Australia.

All Access recognises and acts in accordance with the award to ensure continued fair relations between employees.

Additionally, Fair Work Australia governs the award pay as well as procedures recommended for settlement of disputes, anti-discrimination actions, etc

(For further reference, a full copy is kept at the All Access Office)

Responsibilities Of Employee

Important and essential responsibilities of an employee to comply and assist in maintaining All Access standards are as follows;

- Take reasonable care to ensure own safety
- At all times wear personal protective equipment
- Work with others in a safe manner and monitor work for hazards, make sure you tell your supervisor
- Co-operate with management with regards to WH&S policies
- **Do not operate any machinery unless you have a current certificate of competency and have been allocated that job task by the office**
- Always be punctual or contact your supervisor if you will be late
- **Always check in and out with supervisor at the commencement and completion of a job**
- Ensure you stay with the allocated production department or inform your supervisor of change
- Always wear an appropriate harness as made available by the Principal Contractor or your own when climbing
- Arrive 15 minutes prior to commencement of work
- Always ensure compliance with All Access Handbook and Workplace Health and Safety induction (White Card)
- Report unsafe work conditions to the office before proceeding work 07 3352 7622 and also to your work supervisor

For your own professionalism, it is important/recommended that you supply your own common hand tools that are essential in the industry i.e.; shifters, ratchets (19/24mm), multi tools, gloves, maglight, tape, GIG APPOINTMENT DIARY, and any personal items you may require. Remember these as well as the above items are a tax deduction. If you require further info on specific department tools, All Access can advise you.

Additionally it is important to remember other responsibilities such as:

- Tax File Declaration
- Superannuation Fund
- Providing electronic banking details
- To call in times and hours if necessary
- To advise your supervisor if you are unable to fulfill your obligations

The Award

The Live Performance Award 2010 applies to the employment of casual employees at concerts, events and other venues by crewing service companies, where the work involves transportation, setting up, operation and dismantling of sound, lighting, staging and associated equipment.

The award also assists in recommended procedures for certain industry related matters.

Wages And Related Matters

The minimum rate of pay for an employee (as dictated by the Award) is changeable due to increases yearly. We can inform you of the rate of pay upon interview.

Wages are based on the number of hours worked and will reflect the timesheets that have been completed by the company representative. If any errors are identified, amendments will then fall in the following pay week

As an All Access Employee, times that apply are as follows;

Day Rate Stage Hands	Rate 1	0800 to 2000	Minimum 3hr call
Night Rate Stage Hands	Rate 2	2000 to 0800	Minimum 3hr call
Showcall Rate	Rate 2		
Penalty Rate	Sundays and gazetted public holidays		Minimum 4hr call

For trainee, technician, specialists and operator rates, please see payroll administration.

Day & Touring Rates

Day and Touring rates are subject to negotiation in regards to event requirements and can be mediated with the assistance and support of All Access Administration.

Meal Breaks And Rest Period

"No employee will work more than 5 consecutive hours without an unpaid meal break of half an hour. This meal break may be reduced to less than the specified period if the employee elects to do so"

"Where practicable the employee will be given a 10 minute paid crib break after 3 hours worked"

"An employee who is required by the client to work through a meal break will be paid premium rate

As the above states, under the award you are entitled to an unpaid meal break after five hours. It is your responsibility, if you are not working under a company representative to bring this to the attention of the people you are working with. If they request for you to continue through your meal break and you agree, then this is not a problem.

Timesheets

Timesheets must be completed at the end of a job by the Company Representative and handed into or emailed to the All Access Office the next working day. If there is no Company Representative allocated to the job it will your responsibility to call in your hours and All Access administration will confirm with the client regarding the hours worked.

Do not do any task that is not what you have been booked for. Example: You are asked to do a bump in at 9am, when you commence working, someone asks you to jump on a forklift. You have not been booked to operate a forklift so in this case the client would need to confirm this request by calling the All Access office on 07 33527622.

The Pay Week The pay week commences on the Monday of each week concluding on Sunday.

Pays will be directly deposited to your nominated bank account on the following Friday Morning. The office must be in receipt of your times by 1700 (5pm) Tuesday. If your hours are received after this time, payment will be made the following pay week and will be subject to a \$5 late fee. Any adjustments to your pay can only be attended to during office hours.

COMPANY DETAILS

Phone: 07 3352 7622

Fax: 07 3352 7698

Post to PO BOX 1243 Stafford City, Q 4053 or

Office at 1 / 8 Finsbury St, Newmarket

Hours of work

The very nature of the industry determines the hours of work. Most load ins of an event take place in the morning and the load outs usually after the final show at night. Normally a load in and/or out can take three hours as production crews are working to a tight schedule. Corporate events or film shoots for instance, may be anything from 4 to 12 hours' duration. Therefore there are no set 9-5 situations in the entertainment industry, so employees need to be extremely flexible.

Additionally, there will also be times where a crewing employee may be required at short notice and for long or short periods of time.

Booking Records

It is important once you have been booked for a gig (via sms or phone or email) to record all relevant information into your diary i.e. Venue, meeting location, start time, onsite contact & dress type (corporate etc). If a change occurs to your start time, your supervisor will contact you.

At the completion of work that you have been booked for, please record the finish time in your diary along with any meal breaks that were taken.

By keeping accurate records of times you have worked, when it comes to your wages you will have the correct information.

Call In Times

Additionally, All Access asks that you please call in or text or email your times to the office when you have finished a gig, especially a small gig where there may not be an allocated Company Representative. If this does not happen, you may not be paid in that pay week. This information is necessary to enable invoicing of the client

Fuel For Travel

All Access will meet your award conditions for jobs that are beyond Ipswich, Gold Coast and Coolumb on the North Coast, however when you utilise someone else's vehicle for travel to the coasts or Brisbane Areas, please have the ethics to contribute to their fuel costs.

All Access Accountant

The All Access Accountant is MSI Taylor. After negotiations we have made available their services to our employees. If for any reason you may have a query regarding your tax requirements and an All Access administrator cannot answer the question first and foremost, you may contact;

SEAN HEGARTY

MSI TAYLOR

Level 9, Toowong Tower

9 Sherwood Rd

p 07 3870 0198

f 07 3870 3167

e seanh@msitaylor.com.au

Please be aware Mr. Hegarty is a professional and a charge may incur for the consultation so please consult an All Access administrator first.

Standards Of Conduct – See Policy Manual for all of the following and upon signing this document you are agreeing that you have been issued and read the Policy Manual.

Communication, Consultation & Dispute Resolution

"As soon as practicable after the dispute or claim has arisen, the employee/s concerned will take up the matter with their principle supervisor affording them the opportunity to remedy the cause of the dispute. If not resolved, raise the matter with and discuss it with the appropriate person in the site where the employee works."

With the award in mind, All Access' fair and equitable process for dealing with grievances procedure is as follows:

- 1) Report Incident to supervisor / person in charge as soon as appropriate,
- 2) Record your complaint in writing and send it to the All Access Administration, identifying the following:
 - The circumstances surrounding the situation
 - Who was involved
 - Why you feel unfairly treated
 - Any evidence you have
 - Date the situation took place and where
 - The name of any witnesses who could support your case.

Anti-Discrimination

As a member of the All Access team, it is important as an employee (under the Workplace Relations Act) to actively recognise and practise respect and also to value the diversity of the workforce by helping prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

"Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects."

Any concerns / queries should be corresponded to All Access Administration for resolution. Your grievance will be evaluated and a decision made. The results of the grievance will be appropriately recorded for the future. In the event that a grievance cannot be resolved internally, you will be advised of the appropriate body where they can seek further assistance.

Access And Equity

The company actively implements procedures and practices that ensure that all personnel have the equal opportunity in accessing allocations in work dependent on their qualified skills, knowledge and experience and conduct. All staff must observe the standards of conduct set out in the policy manual. Observance of these standards protects everyone's interest.

Professional Behaviour

All staff is expected to behave in a professional manner when representing the Company. This includes when you are traveling to or from the site, during the work and wearing the Company uniform (Please do not wear if you are not at work). All staff is required to be punctual, co-operative and discreet. Use of inappropriate behavior such as bullying, sexual harassment or any negative comments towards the company, its clients and its employees will not be tolerated. This could result in immediate cessation of work.

Respect And Integrity

At all times it is expected that our clients and other staff members be treated with respect and integrity. If you are running late for a site, it is expected that you contact your Supervisor and advise them, or you may be replaced without notification. This naturally flows through to performers and touring personnel. Please respect their privacy and do not attempt at anytime to approach performers for autographs etc

Solicitation of the Company's clients is prohibited at all times.

All employees are expected to read and sign the confidentiality agreement. Solicitation agreements are signed by each of our clients prior to an event that stipulates they cannot secure your services without penalty. Please do not approach All Access' client at any time you are engaged by All Access. Therefore your first responsibility is to All Access always.

First Aid

Most sites have a St John's Ambulance or paramedic in attendance. All incidents and accidents are to be reported immediately to your supervisor and necessary paperwork is to be completed. There will be a first aid kit on site supplied at each event for your use.

Housekeeping

Cleanliness and order are the basic requirements of fire and accident prevention and must be maintained at all times. The responsibility for good housekeeping lies with each individual on every site.

Unable To Work

If you can't do a gig, don't replace yourself, instead exercise correct procedure and phone All Access Office and inform the correct supervisor of your situation and have them replace you.

Work Ethic

Working in the entertainment industry requires dealing with a broad spectrum of people and you are expected to work well with each other. Teamwork was discovered because of this industry! High performance, respect and integrity, focusing on the job at hand, are critical components of a great work ethic. Always do the best you can at any given moment and if you need assistance, please speak with your Company supervisor. It is extremely important that you do not approach touring personnel with the intention of working on a tour or

soliciting, as this is considered unprofessional. Punctuality on the job is paramount, as each department is bound by schedules. In the same vein, the staff numbers are pre decided and if you cannot meet your given work start time or meeting place, it is vital that you contact your Company supervisor.

Occupational Health & Safety

With the ever changing requirements and ever increasing liabilities involved within the industry, it is necessary for all crew to hold a White Card Workplace Health and Safety issued. All Access holds induction training at the office to supply its crew with current entertainment specific WH&S and job requirements. However if a crewmember is unable to attend, it is up to him / her to soon supply their own accredited ticket for entry to any work / construction site. Most events will require this ticket.

Workplace safety is a responsibility of us **ALL**. All Access requires that all clients and employees strictly follow safe working practices and safe work procedures as well as adhering to the safe polices and rules laid down by the current Occupational Health and Safety Act. Every person has an obligation to themselves and their working companions, to do their utmost to preventing accidents and to develop and maintain a co-operative spirit of safety consciousness.

Additionally in relation to Occupational Health and Safety, some personal protective equipment that will be supplied by All Access for work on sites is as follows;

- **Head protection** – Hard Hats to be worn correctly at ALL times by ALL personnel in any designated areas. Hard hats are not required to be worn inside buildings, vehicles except where there is danger of being hit on the head from any direction or you are directed to do so by the client or venue / site manager.
- **Ear protection** – Shall be worn where noise level exceeds 85 db.
- **Eye Protection** – Shall be worn where any hazardous condition exists e.g. power tools.
- **Weather Protection** – e.g. hats / sunscreen / wet weather gear.
- **Hand Protection** – shall be worn where there is any possibility of damage to worker's hands.
- **Foot Protection** – Strong sensible footwear, steelcaps must be worn at ALL times unless rigging and this requires a risk assessment
- **Protection when working at heights** – Harnesses, helmets, ascenders and other appropriate equipment must be worn at all times when working at heights or under where there is any danger of falling.

Our Responsibility To You

EMPLOYER BENEFITS: VIEWING AN EVENT

Your supervisor will inform you if you are allowed to view a performance or part thereof. Some artist's management may preclude staff from viewing particular events. All staff entering an event will have earplugs available and additionally be aware of their authorised Access Area! ***This is a privilege and not a right.*** Any t shirts that are distributed by the act for load out purposes will be yours to keep. In some cases there are not enough for all crew members, so please do not ask for any extras. Do not ask for set lists or guitar picks, in some cases these are offered to you but always check with your supervisor.

Management's Open Door Policy

All Access cannot emphasize enough the importance of open communication. Our open door policy guarantees you the opportunity to discuss problems and suggestions without the risk of recrimination. Your supervisor is always willing to listen to your concerns and suggestions. If there is a problem that you feel needs attention, please follow these steps:

- Discuss any problem or complaint with your supervisor privately as soon as it arises, and in a calm manner. Your supervisor will attempt to resolve the situation, or it may be directed to your department head or supervisor.
- Your supervisor will gather all facts and meet with you and the others involved separately reviewing the situation and resolving the problem. If you are still not satisfied, other arrangements such as mediation or support streams can be arranged.

Employee Responsibilities

Set an example (a good one)

Read and follow safe work procedures

Ensure all staff understand that health and safety is of paramount importance to them and the Company

Ensure a site induction is attended and relevant PPE is worn by all staff

Wear staff t shirt or show call shirt at work

No employee is to undertake a task they have not been trained to do

Immediate reporting and investigation of incidents to determine causes and preventative action

Respond to all safety suggestions and take appropriate action to correct any unsafe conditions or reporting to management items beyond their authority to remedy

Report when first aid boxes need to be replenished

Conduct self regulated risk assessments of site for hazards

Ensure you have a certified current competency for the use of tools/plant and equipment

Monitor time sheets and have them signed by production personnel

Take designated meal breaks and to which designated area and have a break of half an hour after five continuous working hours

Training

All Access is committed to professional development for its employees. All new entrants are given basic induction training before commencing work and will be teamed up with a mentor in the workplace until required.

IN CONJUNCTION WITH THIS HANDBOOK YOU SHOULD RECEIVE:

1. Application
2. Policy Manual
3. PPE and Tshirt

Office

The office is now located upstairs AT 1/8 Finsbury Street Wilston up the stairs once you have entered and is contactable on 07 3352 7622. The hours of business are 0900 to 1600 Monday to Friday. The office will provide a support service for you:

- This includes a register of crewing staff and their availability for work. It is your responsibility to keep the office informed of your availability
- Administration staff and management are available however this is by appointment only. An appointment book has been created. Please ring the office to make an appointment
- Tea, coffee and cold drink facilities are available to you at the rear of the building however, unscheduled meetings are to be conducted downstairs or outside
- This is a smoke free workplace
- A service fee will now apply for any phone calls, faxes, e-mails or photocopying made at Office.
- Copies of award payments, occupational health and safety legislation are available
- Inductions are a no charge to new employees
- Toolbox app to website for safe work methods and toolbox talks for events

Dress Code

T-shirts can be purchased from the office only. If we do not have stock, you can leave your name. It is a requirement that you wear the All Access shirt on work events; however please remove the shirt if you are attending elsewhere after a load in/out. All staff and employees are representatives of All Access. It is important that you present a neat and tidy appearance at all times. Please wear the All Access shirt.

Corporate Events:

Dress blacks and footwear must fit properly and be worn at all times. No open shoes or defective footwear are to be worn on site. Where applicable, wearing of supplied uniform is expected, Hair is to be neat and presentable and body adornments to be covered or removed. This applies to all corporate clients that you work for.

Outdoor Events:

Shirt and hats are to be worn at all times. Sunscreen is to be applied regularly

General Safety Rules

Your immediate supervisor should be aware of your location at all times. If you have to leave your workplace for any reason, notify your immediate supervisor of your intentions.

All injuries, incidents and near misses no matter how minor must be reported to your supervisor. Give accurate details of how your accident or injury occurred so that the corrective action may be taken.

Any injury or near miss must be documented on a All Access Crewing incident report form.

No smoking areas and designated smoking areas are to be adhered to.

Emergency procedures have been developed; make sure you know what is expected of you in the event of an emergency occurring.

Any on-site parking must be organised through the Technical Manager or the Site Manager for the event – Vehicles must be parked in designated areas only.

The Event Management Plan is kept in the site office at all times for reference.

Plant, equipment and tools should be kept in their appropriate storage areas.

A clean and tidy event site is a safe one.

What NOT to do

DO NOT operate plant or equipment or undertake any task unless you have the relevant competency, licences and training to do so.

DO NOT tamper with, obstruct or remove any emergency equipment or exits unless they are being replaced with other exit signs.

DO NOT store items close to machinery or in pedestrian walkways.

DO NOT remove any signs or warnings from plant or equipment (i.e. danger tags during lock out / tag out etc).

DO NOT jump from machinery, vehicles, platforms scaffolds, stairs or other high places.

DO NOT walk under hoisted loads or equipment.

DO NOT enter restricted zones unless properly trained and authorised to do so following a safety induction.

DO NOT work alone on potentially hazardous operations including working at height.

An incident is notifiable to Workplace Health and Safety Queensland **"if it arises out of the conduct of a business or undertaking and results in the death, serious injury or serious illness of a person or involves a dangerous incident"**.

Where a hazard is identified, it should be reported and recorded immediately.

Venues

All venues have dress and behavior codes. At no time are you to remove any clothing prior to working whilst there are patrons still in attendance. At no time are you to go to any part of the venue that you are not asked to work in. Please note each venue has its own emergency procedures that must be adhered to. It is your responsibility to familiarise yourself with these on your arrival and prior to commencement of any work on site. It is expected that you follow these procedures at all times. Certain venues, e.g. Brisbane Convention and Exhibition Centre, supply a uniform and you must sign in and out at security prior to commencing work.

Please note:

- All work sites are hard hat areas some are vested also (Our policy is that you should have a hardhat and vest at all sites)
- Smoking is prohibited inside all venues; please smoke only in designated areas.
- No smoking in trucks
- No mobile phones whilst working

Venue	Address	Phone #	Notes
Brisbane Entertainment Center	Melaleuca Drv Boondall Brisbane	(07) 3265 8111 Reception	BEC Adrian Green - Technical Manager
Brisbane Exhibition & Convention Center	Cnr Grey / Merivale Streets Southbank, Brisbane	(07) 3308 3000 Reception	BCEC Corporate Dress
Chameleon	Cnr Lavarack and Holt St Eagle farm	(07) 32602663	Brian O'Connor Operations Manager
Conrad Jupiters Casino	Broadbeach Island Gold Coast Australia 4218	(07) 5592 8310	Daryll Lewis Corporate Dress
Dreamworld	Dreamworld Parkway, COOMERA, QLD, 4209. Tel:	(07) 5588 1111	Big Brother Venue
Gold Coast Parklands	Smith St, Southport Gold Coast		
Hyatt Regency,	Warren Rd Yaroomba Coolum	(07) 5446 1234	Corporate Dress
Marriott Brisbane	515 Queen Street Brisbane, 4000	(07) 3303 8000	Corporate Dress
Marriott Gold Coast	158 Ferny Ave Surfers Paradise Gold Coast	(07) 5592 9800	Corporate Dress
Movieworld	Pacific Motorway, Oxenford Gold Coast,	(07) 5573 3999	Corporate Dress
Powerhouse	119 Lamington St Newfarm	(07) 3358-8622 Admin	Corporate Dress
Queensland Performing Art	Cnr Melbourne & Grey St Southbank 4101	Stage Door (07) 3840 7500	QPAC qpac.com.au All Crew to sign in at Security at Stage Door
RNA Showground's RICC's	Gregory Tce	(07) 32533900	Corporate Dress
Royal Pines	Ross St Ashmore	(07) 5597 1111	Corporate Dress
Sheraton Brisbane	249 Turbot St Brisbane	(07) 3835 3535	Corporate Dress Security Requirements Sign In & Out from Car park attendant office between 0700-2100 Outside of this time, dial 9 on security phone located on wall for Security
Sheraton Gold Coast	Sea World Drive, Main Beach # Gold Coast,	(07) 5591 1488	Corporate Dress
Southbank	Grey St Brisbane		
Judith Wright Centre			Corporate Dress
Tivoli	52 Costin Street (off Gregory Terrace) Fortitude Valley	(07) 3257-1583	
Treasury Casino	Old Treasury Building Top of Queen Street Mall Brisbane City QLD	(07) 3306 8888 Reception	Corporate Dress
Versace	924 Seaworld Drive Main Beach Gold Coast	(07) 5509 8000	Corporate Dress



CASUAL EMPLOYEE AGREEMENT

between

All Access Crewing Pty Ltd
ACN 010 535 743
(the Supplier)

and

Name.....
(The Employee)

Welcome to all Access Crewing Pty Ltd. We hope will enjoy your time as part of the team.

All Access is a dynamic organisation committed to the service of our clients and to exceed our clients' timetables and the welfare, security and safety of our staff. Each member of our team is responsible for that commitment.

All staff are required to follow Workplace Health and Safety requirements under Australian law, some of which are outlined in our Policy Manual.

You are required to work in a safe manner at all times and not jeopardise the safety of your peers, our clients, yourself or the general public.

In addition to your normal work duties you may be invited to attend training programs for your own professional development.

Any memos, manuals, websites, client or staff details and any other confidential information provided to you by this company are copyrighted and trademarked. You are not to release or discuss this information without our consent.

These expectations are the fundamental service requirements of you as an employee to All Access Crewing Pty Ltd.

Employee Agreement

Parties

1. **All Access Crewing Pty Ltd ACN 010 535 743** of Unit 1, 8 Finsbury Street, Newmarket Qld 4051
2. (Please print name)

Introduction

- A. The Principal conducts the Business.
- B. The Principal requires the Work to be undertaken in the operation of its Business.
- C. The Employee is able to undertake the Work, which will satisfy the Principal's requirement.
- D. The Principal wishes to engage and the Employee who has agreed to undertake the Work.
- E. The parties to this Agreement wish to record the arrangements agreed between them, such agreements to be subject to the following terms and conditions.

Operative clauses

Introduction

1. Each of the parties confirms that the Introduction to this Agreement is true and correct.

Interpretation

2. Definitions

2.1 The following words and expressions will have the following meanings respectively:

- (a) **Address for Service of Notices** means the address of each party specified
- (b) **Agreement** means this agreement and any attached schedules or annexure.
- (c) **Business** means the business conducted by the Principal as described.
- (d) **Business Day** means the day on which all trading banks in the City of Brisbane are open for business.
- (e) **Commencement Date** means the date specified
- (f) **Fee** means the Fee outlined in
- (g) **Laws** mean
 - (i) all Federal and State Parliamentary acts and any regulations, by-laws, ordinances and orders made under such acts; and
 - (ii) the lawful requirements of any public, municipal or other authority that apply to the Employee or to the Work.
- (h) **Party or Parties** means the parties to this Agreement and includes the Partners.
- (i) **Schedule or Schedules** means the schedule or schedules attached to and forming part of this Agreement.
- (j) **Termination Notice Period** means the period specified.

(k) **Work** means the work outlined

- (l) **Health and Safety** outlined in Policy Manual

3. Interpretation

3.1 Unless the contrary intention appears or the context otherwise requires or admits:

- (a) Words importing the singular will include the plural and words importing one gender will include the other genders;
- (b) A reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or other entity;
- (c) A reference to party or parties means the parties to this Agreement and includes the party's Related Entities, executors, administrators,

successors and permitted assigns and substitutes;

- (d) Headings are for convenience of reference only and will not affect the construction or interpretation of the provisions of this Agreement;
- (e) A reference to a clause will be to the clauses of this Agreement;
- (f) Any agreement, representation, warranty or indemnity by two or more parties (including when two or more persons are included in the same defined term) binds them jointly and severally;
- (g) Any agreement, representation, warranty or indemnity in favour of two or more parties (including when two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (h) A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (i) A reference to A\$, \$A, dollar or \$ is to Australian currency;
- (j) In the event of any inconsistency between the provisions of this Agreement and the provisions of any other document executed pursuant to this Agreement, the provisions of this Agreement will prevail;
- (k) If a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed

Employee Handbook

4. The Employee acknowledges having received an Employee Handbook from the Principal.
5. The parties agreed that the provisions of the Employee Handbook form part of this Agreement and that each party is to be bound by them accordingly.

Term

6. This Agreement will commence on the Commencement Date and continue until terminated by the parties in accordance with this Agreement.

Duties of Employee

7. The Employee must:
 - 7.1 Be able to work on a casual basis and oncall;
 - 7.2 Carry out the Work:
 - (a) Given to it from time to time by the Principal;
 - (b) As directed by the Principal or the client of the Principal for who the Work is being undertaken;
 - (c) Exercising reasonable skill, care and diligence;
 - (d) In a timely manner;
 - 7.3 At its own expense supply all tools, required to be used by it in undertaking the Work;
 - 7.4 At its own expense, keep effective and maintain any qualifications registrations necessary to provide the Work.

Duties of Principal

8. The Principal must:
 - 8.1 At its own expense, will pay for and arrange public liability insurance and work cover insurance in respect of the Work;
 - 8.2 Notify the Employee of any matter that may affect the scope of the Work immediately when it becomes aware of it; and
 - 8.3 Cooperate with the Employee and not interfere with or obstruct the proper performance of the Work.

Remuneration

9. Fee

9.1 The Principal will pay to the Employee the Fee as per the award.

10. Timesheets

Prior to receiving the Fee, the Employee is to deliver to the Principal as required

Expenses

11. The Employee will be reimbursed by the Principal for all expenses reasonably and properly incurred in the exercise of its duties under this Agreement and that are authorised by the Principal.

12. The Principal requires claims for expenses under clause 11 to be in writing and supported by documentation or receipts.

Warranty

13. The Employee warrants that it, its employees and agents are competent and have the necessary skills to carry out the Work.

Indemnity

14. The Employee indemnifies the Principal in respect of:

14.1 all and any costs and expenses which the Principal will or may become liable for in relation to the performance of the Work by the Employee under this Agreement;

14.2 all damage, loss or injury to persons or property caused by and any expense incurred due to any fault arising out of the Work undertaken by the Employee; and

14.3 all actions, costs, charges, claims and demands made against the Principal in respect of a breach of any Laws by the Employee.

15. Any loss, damage or injury mentioned in clause 14 will be made good at the Employee's expense and may be deducted from any monies due or becoming due to the Employee from the Principal.

16. The indemnities in clause 14 extend to and include all costs, damages and expenses incurred by the Principal in defending and/or settling any of the matters mentioned in clause 14 including without limitation any legal costs and disbursements on a full indemnity basis.

Restraint

17. Goodwill

17.1 The Employee acknowledges that:

- (a) The goodwill of the Business has been built up over a substantial period of time; and
- (b) The Employee may become familiar with some or all the Employees of the Business, and privy to confidential information.

17.2 Having regard to the circumstances set out in 17.1(a) and 17.1(b), competition by the Employee with the Principal will:

- (a) Seriously diminish the goodwill of the Business;
- (b) Detrimentially affect relationships between the Principal and its Employees and such prospective Employees as the Principal may be cultivating; and
- (c) Result in confidential information becoming available to the Principal's competitors.

18. Non Solicitation

18.1 In consideration of the parties entering into this Agreement and to reasonably protect the goodwill of the Business, it is agreed that without the prior written consent of the Principal, the Employee will not during the continuation of this Agreement and for a period of twelve (12) months after the termination of this Agreement, whether directly or indirectly, for the period specified in this clause:

- (a) induce or solicit or accept the approach of any employee or other person engaged by the Principal to leave the employment or

engagement of the Principal or to commence employment or other type of engagement with the Employee or any other person or entity; or

- (b) induce or solicit or accept the approach of any client, past or present, of the Business, with the view to performing the business of that Employee by the Employee or any other person or entity.

18.2 In this clause, a reference to Employee will include any other person or entity in which the Employee has any connection or involvement with (no matter how remote) including any company in which the Employee is a director, shareholder, employee, in partnership with or agent or any other relationship whatsoever.

18.3 The parties agree that any combination of the acts referred to in clause 18.1 would be unfair and calculated to damage the Business.

18.4 The Employee agrees that each of the separate covenants and restraint in this clause 18 are reasonable.

18.5 The parties agree that if any provision of this clause is considered excessive or invalid by any court, or at any other time at the discretion of the Principal, the Principal may notify the Employee of a variation of this clause specifying a reduced obligation and or period and upon service of such notice, the obligation and or period will be so reduced and the parties agree to be bound by the provisions of this clause as varied by the notice. Nothing in this clause will prevent any court from reading down the restraint if such court is empowered to do so in order to validate such restraint.

19. Confidential Information

19.1 None of the parties will disclose any information of the other party or of the Business which is confidential without the consent of the other party (which will not be unreasonably withheld) provided always that that obligation will not apply to:

- (a) Disclosures required by law or requirement of any regulatory body, court or tribunal;
- (b) Information which is in or comes into the public domain other than as a result of a breach of this Agreement;
- (c) Disclosures to the financial, accounting or legal advisers of the parties where reasonably required and provided appropriate confidentiality undertakings are obtained;

and neither party will use any such confidential information other than for the purpose for which it was provided to that party.

Nature of Relationship

20. It is hereby expressly agreed and declared that the Employee is independent of the Principal.

21. It is hereby acknowledged and declared that nothing in this Agreement will be construed so as to create between the Principal and the Employee the relationship of partnership.

22. The Employee is not the agent of the Principal and otherwise has no authority to bind the Principal in any way.

Variation

23. Any variation of this Agreement must be in writing.

Termination

24. Events of Termination

24.1 This Agreement will terminate by:

- (a) If a party has breached this Agreement, upon the other party notifying that party in writing that the Agreement is terminated;
- (b) If a party has not breached this Agreement, upon one party giving the other party a notice in accordance with the Termination Notice Period;

- (c) The Principal entering into a contract to sell the Business; or
- (d) The dissolution of the Business or the appointment of a trustee in bankruptcy of the whole or any part of the assets, rights or revenue of the Business.

General

25. Assignment

- 25.1 No party will be entitled to assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent may be given or withheld, or given on conditions, in the absolute discretion of the other party.
- 25.2 Before an assignment, the assignor will procure the assignee to enter into a deed in which the assignee covenants to be bound by this Agreement, including (without limitation) this clause.

26. Governing Law

- 26.1 This Agreement will be governed and construed in all respects in accordance with the law of Queensland.

27. Notices

- 27.1 A notice, demand, consent or communication under this Agreement must be:
 - (a) In writing and in English directed to the recipient's Address for Service of Notices; and
 - (b) Hand delivered or sent by pre-paid post or facsimile to that address.
- 27.2 A notice takes effect when received (or at a later time specified in it) and is deemed to be received:
 - (a) If hand delivered, on delivery;
 - (b) If sent by pre-paid post, two (2) Business Days after the date of posting (or seven (7) Business Days after the date of posting if posted to or from outside Australia);
 - (c) If sent by facsimile, when the sender's facsimile generates a message confirming successful transmission of the notice in its entirety.
- 27.3 If the delivery, receipt or transmission of a notice is not on a Business Day or outside the hours of 9:00 am to 5:00 pm on a Business Day in the time zone of the recipient, the notice is taken to be received at 9:00 am on the next Business Day.

28. Severability

- 28.1 Part or all of a provision of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining parts of the provision or provisions of this Agreement continue in force.

29. Entire Agreement

- 29.1 This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with the subject matter.

30. Costs

- 30.1 Each party must pay its own costs of negotiating, preparing and executing this Agreement.

31. Survival

- 31.1 Any obligation of confidence under this Agreement is independent and survives termination of this Agreement. Any other term by its nature intended to survive termination of this Agreement also survives termination of the Agreement.

32. No merger

- 32.1 The rights and obligations of the parties under this Agreement do not merge on completion of any transaction contemplated by this Agreement.

33. Further Action

- 33.1 Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Agreement and transactions contemplated by it.

34. Waiver

- 34.1 A party does not waive a right, power or remedy if it fails to exercise or delays in exercising a right, power or remedy given to it by this Agreement. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

Execution

EXECUTED as an Agreement on the ___ day of _____, 20__.

SIGNED by the said Supplier **All Access Crewing Pty Ltd ACN 010 535 743** in accordance with section 127 of the *Corporations Act 2001 (Cth)*:

Sole Director/Secretary

SIGNED by the said Employee _____ in the presence of:

1. **Commencement Date**

1.1 The Commencement Date of this Agreement is the day of 12

2. **Address for Service of Notices**

2.1 The addresses for service of notices for the parties are as follows:

(a) **All Access Crewing Pty Ltd** ACN 010 535 743

(i) Address: Unit 1, 8 Finsbury Street
Newmarket Qld 4051

(ii) Facsimile No: 07 3352 7698

3. **Termination Notice Period**

3.1 The termination notice period will be fourteen (14) days.

4. **Business**

4.1 The business conducted by the Principal is known as All Access Crewing and is located at Unit 1, 8 Finsbury Street, Newmarket Qld 4051. It facilitates national and international entertainment events and provides amongst other things:

1. **Work**

1.1 The work to be provided by the Employee to the Principal in accordance with this Agreement is that which the Principal notifies to the Employee from time to time.

2. **Fee**

2.1 The fee to be paid to the Employee by the Principal in accordance with this Agreement is that which is notified to the Employee by the Principal in the-Employee Handbook from time to time in accordance with LPA 2010

2.2 Schedule of Service to be provided including costs of the following for touring personnel

2.3 Award rates on working days as per the LPA 2010.

2.4 Days off will be paid at.per day off (if applicable) Only If on tour as negotiated

2.5 Per Diems of \$..... per day (if applicable)Only If on tour as negotiated

2.6 Travel time \$.....(if applicable)Only If on tour as negotiated

2.7 Payment of Fees will be made upon delivery of times that have been checked by the Administration Officer and will be paid within 14 days of the service provided.

3. **Health and Safety and Policies**

3.1. The Employee must take all reasonable steps to ensure their safety while at work and that any of their actions or any inaction while at work does not cause harm to any other person.

3.2. The Employee must be familiar with and comply with the Employer's health and safety policies and procedures at all times. Failure to do this may lead to disciplinary action being taken, which may include termination of employment.

3.3. The Employee must report to management any accidents, incidents or hazards arising during the course of employment as soon as possible after they occur.

3.4. If the Employee has any concerns in relation to safety or the safety of others in the workplace, they must report it to the Employer who will take steps to provide and maintain a safe work environment.

3.5. The employee must hold a blue card or white card for WH&S induction and must attend at least one day of training in handling physical elements safely

I have completed, read and understand :

1. the employee hand book and job description
2. the policy manual
3. the employee agreement
4. the application forms
5. the health and safety induction

I agree to work in accordance with the All Access requirements and conditions of employment

Dated.....

Name.....

Signature.....

Witness.....

Title: CASUAL PRODUCTION STAFF

Reporting to: COMPANY REPRESENTATIVES/MANAGER

General description:

The Casual Production staff is involved in the build and dismantle of an event on behalf of the Promoters Representative/Client. Being a seasonal vocation, this involves being allocated to specific departments i.e.; lighting, video etc, to assist in the deliverables of the event. Completing toolbox talks, self regulated risk assessment and incident reporting. They are required to adhere to the company's health and safety policy. This person must be able to work as part of a team. They require at least 228 hours previous industry experience or relevant Certificate as a Level 2 and as a Level 1 they are required to do a white card induction online and an orientation training day. They will have access to WH&S resources and Personal Protective Equipment and provide support to All Access Crewing Pty Ltd.

Specific duties:

1. To be familiar with the organisation's policies and procedures and always act in a manner that is appropriate as a representative of All Access Crewing Pty Ltd
2. To maintain a high standard of presentation
3. To attend toolbox talks and sign the register
4. To answer telephone calls according to organizational procedures.
5. To be able to receive instructions on behalf of the Promoters Representative/Client
6. To be able to confirm and carry out the instructions of the Promoters Representative/Client on behalf of All Access Crewing Pty Ltd
7. To support the Managers at events.
8. To contact All Access if you need to be replaced if necessary according to organisation's procedures.
9. To liaise with All Access staff
10. To work well in the team environment
11. To record, and complete your times and bookings in your diary
12. To ensure compliance with OH&S legislation at an event.
13. To ensure the return of all equipment and tools to appropriate owners.
14. To complete incident or near miss reports
15. To notify managers of any incident or near miss

Key performance indicators:

Follow the procedures in the All Access Safety Policy Manual
Completion of toolbox talk register and other safety training material
Duties are carried out appropriately and to the required standard including PPE application
Duties are completed within the required timeframe.
Timesheets and relevant paperwork are completed accurately and delivered to the All Access Administration on time
Relationships with internal and external clients and employees are maintained appropriately.
Respects our representatives and team leaders at all times

Signature
Date

APPLICATION CHECKLIST: I have received, read and understand the following

- Application Form
- Interview
- Reference Checks
- Photocopies Of Tickets And Licenses Etc
- Copy of Policy Manual
- Superannuation Form
- Tax Declaration Form
- Whitecard
- Orientation Training
- Enter information into employee file

All of these are to be scanned and placed in the employees personnel file.

Equipment Register

Application documents including Policy Manual
Company Tshirt/s _____

PPE will be issued to you free of charge at commencement of employment however you will need to provide your own steelcap boots.

Hard hat	yes	no
Hi Vis Vest	yes	no
Safety Goggles	yes	no
Safety Gloves	yes	no

Signed:
Name:
Date:

Office Use only
Confidential Work Appraisal
Date:
Employee:
Start Date:

Comments by

Three month Assessment Period:
Please circle which applies

Attendance	Productivity	Initiative	Attitude	Presentation	Safety	Teamwork
On time	Very high output	Knows when to proceed on their own	Dependable	Exceeds requirements	Extremely safe	Relates well to peers
Normally on time	Good consistent level	Demonstrates reasonable initiative	Steady	Maintains good standard	Safety Conscious	Good communication
Often late	Slightly lower than expected	Usually requires guidance	Requires supervisor	Often needs prompting	Erratic	Reserved
Late back from breaks	Low output level	Rarely demonstrates initiative	Shows little interest	Disregards regulations	Unsafe	Indifferent