



Better2gether Employee Handbook

CONTENTS

PAGE

1	Introduction	1
2	Joining the business	2
3	Salaries and wages.....	4
4	Annual leave	6
5	Personal leave	7
6	Other leave	10
7	Safeguards.....	12
8	Standards.....	16
9	General terms and procedures	18
10	Whistle-blowers.....	20
11	Capability procedure	21
12	Disciplinary procedure	23
13	Grievance procedure	27
14	Privacy policy	28
15	Equal opportunities policy and anti-discrimination	30
16	Motor vehicles.....	31
17	Health and safety policy statement	35
18	Health and safety responsibilities.....	36
19	Hazard and risk management procedure.....	38
20	Reporting of incidents and injuries	39
21	Emergency procedures	40
22	General workplace procedures	42
23	Bullying and harassment.....	44
24	Drugs and alcohol.....	47
25	Termination of employment.....	49
26	Acknowledgement Form	50

1 INTRODUCTION

1.1 WELCOME

J.M Davis & M Rodgers *trading as* Better2gether (**the Employer**) would like to wish you every success during your employment, whether you recently joined or whether you are an existing employee. It is hoped that your experience of working with us is positive and rewarding.

1.2 PURPOSE OF THE EMPLOYEE HANDBOOK

The Employee Handbook (**Employee Handbook**) sets out the Employer's rules and regulations, the policies and procedures relating to your employment and also contains information on your benefits and protections. If you require any clarification or additional information, please speak to your manager. All employees are required to comply with the Employee Handbook. Therefore, we ask that you read the content carefully as you may be subject to appropriate disciplinary action (up to and including termination) in the event that you breach the Employee Handbook.

1.3 PRINCIPLE OF EQUALITY

The Employer is committed to providing equal opportunities and the principle of equality in accordance with relevant legislative provisions. We are confident that you share our commitment in implementing these policies.

We will not tolerate any unlawful discriminatory act or attitude in the course of your employment or in your dealings with our clients, suppliers, contractors, members of the public or fellow colleagues. Acts of unlawful discrimination, harassment or victimisation will result in disciplinary action.

1.4 GENERAL

Amendments to this Employee Handbook will be issued from time to time.

This Employee Handbook does not form part of your contract of employment, unless expressly stated otherwise. However, in any event, the Employee Handbook may be considered when interpreting your rights and obligations under your terms of employment.

2 JOINING THE BUSINESS

2.1 PROBATIONARY PERIOD

The period of your probationary period is set out in your contract of employment. Casual employees are not subject to a probationary period. During this period, your work performance and general suitability will be assessed and, if it is satisfactory, your employment will continue. However, if your work performance is assessed as generally unsuitable, the Employer may either take remedial action (which may include the extension of your probationary period) or terminate your employment at any time prior to confirmation of your employment.

We reserve the right not to apply full capability and disciplinary procedures during your probationary period.

2.2 PUNCTUALITY

You are required to be present and ready to commence work at your rostered starting time. The Employer considers lack of punctuality a serious performance issue.

2.3 EMPLOYEE TRAINING

At the commencement of your employment, you will receive any training necessary for your specific job. As your employment progresses, your role may be extended to encompass new activities within the Employer's business. You are expected to participate in any training deemed necessary for you to perform your role at the required standards.

2.4 INDUCTION

At the start of your employment, you may be required to complete an induction programme, during which all of our policies and procedures will be explained and/or provided to you, as necessary. Information relating to these will be given to you at the induction.

2.5 JOB DESCRIPTION

Amendments may be made to your job description from time to time in relation to the Employer's changing needs and your own ability.

2.6 PERFORMANCE AND REVIEW

The Employer's policy is to monitor your work performance on a continual basis so that we can maximise your strengths, and help you with any development areas.

We have an employee appraisal scheme in place for the purpose of monitoring employee performance levels with a view to maximising the effectiveness of individuals.

2.7 JOB FLEXIBILITY

Whenever necessary, you will transfer to alternative duties within the Employer's business. During holiday periods, for example, it may be necessary for you to take over duties normally performed by colleagues. This flexibility is essential for operational efficiency as the type and volume of work is always subject to change.

2.8 MOBILITY

It is a condition of your employment that you are prepared, whenever applicable, to travel to any other of our sites or client sites within a reasonable travelling distance. This mobility is essential to the smooth running of the business.

2.9 CONVICTIONS AND OFFENCES

During your employment, you are required to immediately report to the Employer any convictions or offences with which you may be potentially or have been charged.

3 SALARIES AND WAGES

3.1 ADMINISTRATION

i) Payment

Wages are processed fortnightly.

You will receive a payslip via email showing how the total amount of your pay has been calculated. It will also show the deductions that have been made and the reasons for them, for example, tax, superannuation and other agreed deductions.

Any pay queries that you may have should be raised with management.

ii) Overpayments

If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment. If this would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period.

iii) Tax

At the end of each tax year you will be given a summary statement showing the total pay you have received during that year and the amount of deductions for tax and other matters. You should keep this document in a safe place as you may need to produce them for tax purposes.

iv) Overtime

You may work up to 76 hours per fortnight. If you feel you are required to work additional hours outside your normal duties, you must have these hours approved, in writing, by management prior to working these hours. You will not be paid any overtime unless this approval has been provided.

Additional hours worked to complete your ordinary duties, for example, staying back late to correct your own erroneous work, will generally be considered reasonable additional hours and will not ordinarily be paid as overtime.

3.2 SUPERANNUATION

Superannuation contributions will be made on your behalf in accordance with legislation.

3.3 LATENESS/ABSENTEEISM

You must attend work punctually at the time(s) specified in your contract of employment or as otherwise agreed. You are required to comply strictly with any time recording procedures relating to your work. You must return to work following authorised breaks, punctually and at the time you are to resume work.

In the event, you are going to be late to work, or following an authorised break, you are required to notify your manager as soon as possible and indicate when you expect to arrive.

All absences due to illness must be notified in accordance with the sickness reporting procedures set out in this Employee Handbook.

Lateness or unauthorised absence may result in disciplinary action and/or loss of pay.

3.4 SHORTAGE OF WORK

If there is a temporary shortage of work for any reason, we will try to maintain your continuity of employment. With your agreement, we may place you on reduced hours, or alternatively, temporary leave. If you agree to be placed on reduced hours, your pay will be reduced according to time actually worked. If you are placed on leave, this will be processed as leave without pay unless you elect to utilise any accrued leave entitlements.

3.5 STAND DOWN

The Employer may send you home where there is no useful work for you to do, such as during:

- breakdown of equipment;
- industrial action; or
- a cause which the Employer cannot reasonably be held responsible, such as natural disaster.

This list is not exhaustive. Generally, you will not be paid for this time. However, by agreement you may be able to access accrued leave.

3.6 TIME RECORDING

You are required to use Deputy online management system for all time recording. This system is directly linked to payroll. You must ensure that you log in at the start of your shift and log out at the end of your shift as that your times are accurately recorded.

4 ANNUAL LEAVE

4.1 ANNUAL HOLIDAYS

You are entitled to accrue annual leave in accordance with the National Employment Standards (**NES**), unless otherwise stated in your contract of employment. For the avoidance of doubt, casual employees are not entitled to annual leave. Your annual leave pay will be at your normal basic pay unless shown otherwise in your contract of employment.

It is the Employer's policy to encourage you to take all of your holiday entitlement in the current year.

You must complete the **Annual Leave Request Form** and have it signed by management before you make any firm holiday arrangements.

Annual leave dates will normally be allocated on a "first come, first served" basis whilst ensuring that operational efficiency and appropriate staffing levels are maintained throughout the year.

The Employer may experience busy periods during the year and therefore may not be able to accommodate any requests for annual leave during this period.

You must give at least four weeks' notice of your intention to take annual leave of a week or more and one week's notice is required for odd single days.

4.2 PUBLIC HOLIDAYS

Your entitlement to public holidays is in accordance with the NES, unless otherwise stated in your individual contract of employment. However, due to the nature of the Employer's work, you may be reasonably required to work a public holiday. You will be given advance notice if work on a public holiday is required.

5 PERSONAL LEAVE

5.1 ENTITLEMENTS

You are entitled to be paid for personal leave in accordance with the NES, unless otherwise stated in your contract of employment. For the avoidance of doubt, casual employees are not entitled to paid personal leave.

Paid personal leave accrues over the course of your employment.

Full time employees will accrue up to ten days of paid personal leave for each year of continuous service. Part time and fixed-term employees are entitled to this entitlement on a pro-rata basis.

Personal leave accrues, and will be credited to you, progressively throughout the year.

You are entitled to take personal leave:

- because you are not fit for work due to a personal illness or personal injury affecting you; or
- to provide care or support to a member of your immediate family, or a member of your household who requires your care and support because of:
 - a personal illness or injury affecting the member; or
 - a sudden or unexpected emergency affecting the member.

If your entitlement to personal leave is exhausted, you may take two days' unpaid carer's leave for each occasion when a member of your immediate family or a member of your household requires your care and support because of:

- a personal illness or personal injury affecting the member; or
- a sudden or unexpected emergency affecting the member.

An immediate family member is a:

- spouse;
- de facto partner;
- child;
- parent;
- grandparent;
- grandchild;

- sibling, or
- child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner.

A household member is any person who lives with you.

5.2 NOTIFICATION OF PERSONAL (SICK) LEAVE

You must notify the Employer by telephone on the first day of incapacity or at the earliest possible opportunity and, in any case, by no later than 1 hour before your usual start time.

Text messages and e-mails are not an acceptable method of notification. Other than in exceptional circumstances notification should be made personally to your manager.

You should try to give an indication of your expected return date and notify the Employer as soon as possible if this date changes. The notification procedures should be followed on each day of absence, unless you are covered by a doctor's medical certificate.

If your incapacity extends to more than seven days you are required to notify us of your continued incapacity once a week thereafter, unless otherwise agreed.

5.3 EVIDENCE OF INCAPACITY

A medical certificate from a registered health practitioner or if not reasonably practical, a statutory declaration is required for all personal leave, unless otherwise agreed by the Employer in specific circumstances.

5.4 RETURN TO WORK

You should notify your manager as soon as you know on which day you will be returning to work, if this differs from a date of return previously notified.

On return to work after any period of personal leave, you may be required to attend a return to work interview to discuss the state of your health and fitness for work. Information arising from such an interview will be treated with strictest confidence.

You may be required to provide a certificate from your own doctor stating that you are fit to return to your duties. This will always be required where you have suffered a workplace injury/illness that required medical treatment.

If you have been suffering from an infectious or contagious disease or illness such as rubella or hepatitis, you must not report for work without clearance from your own doctor.

5.5 GENERAL

Submission of a medical certificate may not always be regarded as sufficient justification for accepting your absence. Sickness is just one of a number of reasons for absence and although it is understandable that if you are sick you may need time off, continual or repeated absence through sickness may not be acceptable to the Employer.

In deciding whether your absence is acceptable, the Employer will take into account the reasons for your absences and extent of them, including any absence caused by sickness/injury. We cannot operate with an excessive level of absence as all absence, for whatever reason, reduces the Employer's ability to operate successfully.

The Employer will not tolerate any non-genuine absences, and any such instances will result in disciplinary action being taken.

If considered necessary, we reserve the right to ask your permission to contact your doctor and/or for you to be independently medically examined.

6 OTHER LEAVE

6.1 PARENTAL LEAVE

If you or your partner become pregnant or are notified of a match date for adoption purposes you should notify management at an early stage so that your entitlements and obligations can be explained to you.

Under the NES, employees who will have at least 12 months of continuous service as at the expected date of birth of the child, are entitled to 52 weeks of unpaid parental leave. Casuals with regular on-going work are also entitled to unpaid parental leave. You may request an additional 52 weeks of leave which will only be refused by the Employer on reasonable business grounds.

Other forms of leave, such as annual leave and long service leave, may be taken concurrently with parental leave, but when combined with the unpaid parental leave must not exceed the 52 week period.

Leave is available only to the primary caregiver of the child, except at the birth of the child where the other parent is entitled to 8 weeks of concurrent unpaid leave. Any parental leave taken by the other parent will be deducted from the total entitlement of 52 weeks unpaid leave.

You must give the Employer at least ten weeks prior notice of your intention to take unpaid parental leave. This can be done in accordance with the Employer's leave application procedures.

When advising of your intention to take unpaid parental leave you must provide the following:

- a medical certificate indicating the expected date of birth of the child, or, where the leave is adoption related, the expected date of placement;
- an expected return date; and
- details of any parental leave your partner intends to take.

6.2 COMPASSIONATE LEAVE

Full time and part time employees are entitled to two days' paid compassionate leave for each occasion when a member of your immediate family, a member of your household or your spouse's immediate family:

- contracts or develops a personal illness that poses a serious threat to their life; or
- sustains a personal injury that poses a serious threat to their life; or
- dies.

6.3 LONG SERVICE LEAVE

You are entitled to long service leave in accordance with the relevant laws of the state in which you are employed. Long service leave should be taken as soon as reasonably practicable after you become entitled to it.

6.4 COMMUNITY SERVICE LEAVE

You are entitled to community service leave in certain circumstances. Community service leave is for eligible community service activities such as SES and volunteer fire fighting. Community service is generally unpaid.

Your entitlement for payment for Jury Duty will depend on the relevant state and federal legislation.

6.5 TIME OFF

Circumstances may arise where you need time off for medical/dental appointments, or for other reasons.

Where possible, such appointments should be made outside normal working hours. If this is not possible, time off required for these purposes may be granted at the discretion of management and will normally be without pay.

7 SAFEGUARDS

7.1 RIGHTS OF SEARCH

We have the right to carry out searches of you and your property (including vehicles) whilst you, or your property, are on our premises or during the performance of your duties.

Where practicable, searches will be carried out in the presence of a colleague of your choice who is available on the premises at the time of the search.

You may be asked to remove the contents of your pockets, bags, vehicles, etc.

Whilst you have the right to refuse to be searched, such refusal will constitute failure to follow a reasonable management instruction, which may result in disciplinary action being taken against you.

We reserve the right to call the police at any stage.

7.2 IT AND COMPUTER POLICY

i) Virus protection

In order to prevent the introduction of virus contamination into the software system, the following rules must be observed:

- unauthorised software including public domain software, magazine cover disks/CDs, applications, or internet downloads must not be used; and
- all software must be virus checked using standard testing procedures before being used.

ii) Use of computer equipment

In order to control the use of the Employer's computer equipment and reduce the risk of contamination, the following rules will apply:

- the introduction of new software and applications must first of all be checked and authorised by management before general use will be permitted;
- only authorised employees are permitted access to the Employer's computer equipment;
- only software that is used for business applications may be used on the Employer's computer equipment;
- no software may be brought onto or taken from the Employer's premises without prior authorisation;

- unauthorised access to computing facilities will result in disciplinary action up to and including termination; and
- unauthorised copying and/or removal of computer equipment and/or software will result in disciplinary action up to and including termination.

iii) **Internet policy**

The purpose of this policy is to provide a framework to ensure that the expectations and rules relating to the use of the internet while performing duties for the Employer are clear.

Authorised employees are encouraged to make use of the internet as part of their professional activities. This includes, but is not limited to, accessing the internet on Employer devices. Attention must be paid to ensuring that published information has relevance to normal professional activities before material is released in the Employer's name. Where personal views are expressed, a disclaimer stating that this is the case should be clearly added to all correspondence.

The availability and variety of information on the internet means that it can be used to obtain material reasonably considered to be offensive. The use of the internet to access and/or distribute any kind of offensive material, or material that is not work-related, leaves an individual liable to disciplinary action up to and including termination.

The Employer will not tolerate the use of the internet at work for unofficial or inappropriate purposes, including:

- accessing websites which put the Employer at risk of viruses, compromising copyright or intellectual property rights;
- using Employer devices to access the internet for inappropriate or illegal purposes;
- using social media in breach of the Employer's social media policy;
- accessing the Employer's internet on personal devices;
- connecting, posting or downloading any information unrelated to their employment and, in particular, pornographic or other offensive material; and
- engaging in computer hacking and other related activities, or attempting to disable or compromise the security of information contained on the Employer's computers.

You are reminded that these activities may constitute a criminal offence.

iv) **Email**

The use of the work email system (**work email**) is encouraged as its appropriate use facilitates efficiency. Used correctly, it is a facility that is of assistance to the Employer. However, inappropriate use causes a number of problems, including distractions, time wasting and legal claims. The policy sets out the Employer's position on the correct use of work email.

Unauthorised or inappropriate use of work email may result in disciplinary action up to and including summary termination.

Work email is available for communication and matters directly concerned with the legitimate business of the Employer. Employees using work email should:

- comply with Employer communication standards;
- only send emails to those to whom they are relevant;
- not use email as a substitute for face-to-face communication or telephone contact;
- not send inflammatory emails (i.e. emails that are abusive or may be perceived as abusive);
- be aware that hasty messages sent without proper consideration can cause upset, concern or misunderstanding;
- if the email is confidential, ensure that the necessary steps are taken to protect confidentiality; and
- be aware that offers or contracts transmitted by email are as legally binding on the Employer as those sent on paper.

The Employer will not tolerate the use of work email for unofficial or inappropriate purposes, including:

- any messages that could constitute bullying, harassment or other detriment;
- personal use (e.g. social invitations, personal messages, jokes, cartoons, chain letters or other private matters);
- on-line gambling;
- accessing or transmitting pornography;
- social media;
- transmitting copyright information and/or any software available to the user; or
- posting confidential information about other employees, the Employer or its customers or suppliers.

v) Monitoring

The Employer considers any and all data created, stored or transmitted upon the systems (the **Systems**) as work product and as such, expressly reserves the right to monitor and review any data upon the Systems, including your usage and history, on an intermittent basis without notice.

In addition to this, the Employer has the right to protect its business interests and confidentiality. This includes the right to survey, audit and/or monitor the Systems, including but not limited to:

- monitoring sites users visit on the internet;
- monitoring time spent on the internet;
- reviewing material downloaded or uploaded; and
- reviewing emails sent and received.

Information reports will be available to the Employer which can subsequently be used for matters such as system performance and availability, capacity planning, cost re-distribution and the identification of areas for personal development.

For the avoidance of doubt, the Employer reserve the right to monitor all internet and email activity by you for the purposes of ensuring compliance with the Employer's policies and procedures and for ensuring compliance with the relevant regulatory requirements and you hereby consent to such monitoring. Information acquired through such monitoring may be used as evidence in disciplinary proceedings.

7.3 SOCIAL MEDIA

Any work related issue or material that could identify an individual who is a customer/client or colleague, which could adversely affect the Employer, a customer/client or the Employer's relationship with any customer/client must not be placed on any social networking site.

This means that, unless otherwise authorised, work related matters must not be placed on any such site at any time either during or outside of working hours and this includes access via any mobile computer equipment, including mobile phone or other devices. Likewise, all employees are strictly prohibited from using social media (whether on the Employer's devices or their own personal device) during work time.

You may be granted access to the Employer's social media in order to complete your duties as directed by the Employer. Any access to the Employer's social media must be approved, in writing, by management prior to any work performed. During this access, you must not bring the Employer, its clients, suppliers, contractors or any other associated parties into disrepute through the content of your usage. While representing the Employer on social media, it is expected that you will exhibit a professional and courteous attitude with customers, your colleagues, suppliers and other members of the public and ensure that you act in the Employer's best interests at all times.

Any breach of this policy will be considered serious and may result in disciplinary action.

7.4 SURVEILLANCE

The Employer may install and/or use video surveillance (CCTV) in and around the Employer's premises. The purpose of the surveillance is to ensure the safety and security of employees, visitors and property. The Employer reserves the right to review and use the CCTV in disciplinary proceedings.

All cameras are visible and will not be located in change rooms or bathrooms.

8 STANDARDS

8.1 WASTAGE

We maintain a policy of "minimum waste", which is essential to the cost-effective and efficient running of the Employer.

You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc. The following points are illustrations of this:

- handle machines, equipment and stock with care;
- turn off any unnecessary lighting and heating;
- keep doors closed whenever possible;
- double side printing, including re-using scrap paper, where possible;
- ask for other work if your job has come to a standstill; and
- start with the minimum of delay after arriving for work and after breaks.

Further:

- any damage to vehicles, stock or property (including non-statutory safety equipment) that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement;
- any loss to the Employer that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work, will render you liable to reimburse to us the full or part of the cost of the loss; and
- in the event of an at fault accident whilst driving one of the Employer's vehicles you may be required to pay the cost of the insurance excess.

In the event of failure to pay, the Employer has the contractual right to deduct such costs from your pay.

8.2 DRESS AND APPEARANCE

Consistent with the culture of the Employer, you will be expected to present a professional image with regard to your appearance and standards of dress. You should wear clothes appropriate to your job responsibilities, and the activity you are supporting. The Employer expects all employees to maintain excellent standards of personal hygiene at all times.

Where uniforms are provided, these must be worn at all times whilst at work and laundered on a regular basis.

Personal protective equipment (PPE) and clothing may be issued for your protection because of the nature of your job and if issued must be worn and used at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear/equipment is your responsibility.

At the cessation of your employment you must return any uniform and personal protective equipment issued to you. Failure to return your uniform and personal protective equipment within seven days will result in the cost of the items being deducted from any monies outstanding to you. You must ensure that any tattoos are fully covered and are not visible during your hours of work.

If you arrive for work in a manner that does not comply with this policy, your manager will advise you that you are not dressed or groomed appropriately to perform your duties. As a result you may be sent home to change with any resulting lost time being unpaid.

Any deliberate or persistent breaches of this policy may result in disciplinary action being taken against you.

If you are in any doubt whether any aspect of your appearance or attire is appropriate for your job role you should contact management.

9 GENERAL TERMS AND PROCEDURES

9.1 CHANGES IN PERSONAL DETAILS

You must notify the Employer of any changes in your personal details including but not limited to your name, address, telephone number, emergency contact so that we can maintain accurate records.

9.2 SECONDARY EMPLOYMENT

You are expected to devote the whole of your time and attention during working hours to our business. If you propose taking up additional employment with an Employer or pursuing separate business interests or any similar venture, you must discuss the proposal with your manager in order to establish the likely impact of these activities on both yourself and the Employer. You will be asked to give full details of the proposal and consideration will be given to:

- working hours;
- competition, reputation and credibility;
- conflict of interest; and
- health, safety and welfare.

You will be notified in writing of the Employer's decision. The Employer may refuse to consent to your request. If you work without consent this could result in the termination of your employment.

If you already have any other employment or are considering any additional employment, you must notify the Employer so that we can discuss any implications arising from such employment, i.e. working time, health and safety issues or conflicts of interest.

You may not under any circumstances, whether directly or indirectly, undertake any other duties of whatever kind during your hours of work with the Employer or whilst on Employer premises.

9.3 CONFLICT OF INTEREST

You may not be involved, employed or engaged in any activity which may be or is likely to create a conflict of interest. The Employer may take whatever action it determines appropriate to avoid the actual or potential conflict of interest. Such action may include: transfers, reassignments, changing shifts, or, where the Employer deems such action appropriate, termination of employment.

9.4 BANKING AND EXPENSES

We will reimburse you for any reasonable expenses incurred where these are authorised by management. You must provide receipts for any expenditure.

You are required to ensure that the use of any Employer card and/or bank accounts is limited to business related expenses and is completed in a safe and secure manner.

9.5 EMPLOYEE'S PROPERTY AND LOST PROPERTY

We do not accept liability for any loss of, or damage to, property that you bring onto the premises. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight.

9.6 MOBILE PHONES AND OTHER DEVICES

The Employer's mobile phones, business phones, laptops and other tablet devices are to be used for business purposes and where approved, incidental reasonable personal use. You may receive reimbursement for mobile phone expenses as a result of use for business purposes.

Any unauthorised personal use may be repayable by you and may result in disciplinary action up to and including termination. The Employer reserves the right to deduct the appropriate sums from your salary in the event that repayments are not made.

Limited and reasonable use of personal mobile phones, mp3 players and other personal devices is permitted, provided such devices are set to silent and the use does not impact on your output or quality of work. The Employer reserves the right to ask you to switch off any device at any time.

9.7 BEHAVIOUR AT WORK

You should behave with civility towards fellow colleagues, clients and members of the public, whilst at work. Rudeness will not be permitted. Objectionable or insulting behaviour or bad language may result in disciplinary action up to and including termination.

You should use your best endeavours to promote the interests of the Employer and shall, during normal working hours, devote the whole of your time, attention and abilities to the Employer and its affairs.

Any involvement in activities which could be construed as being in competition with the Employer is not allowed.

10 WHISTLE-BLOWERS

If you believe that the Employer or any of its officers or employees is involved in any form of wrongdoing such as:

- committing a criminal offence;
- failing to comply with a legal obligation;
- endangering the health and safety of an individual;
- environmental damage; or
- concealing any information relating to the above,

you should, in the first instance, report your concerns to management who will treat the matter with complete confidence. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the appropriate organisation or body, e.g. the police, the Environment Protection Agency or Work Cover.

You will not suffer any detriment as a result of any genuine attempt to bring to light matters of concern. However, if this procedure has not been invoked in good faith (eg for malicious reasons or in pursuit of a personal grudge), then you may be subject to disciplinary action up to and including termination.

11 CAPABILITY PROCEDURE

11.1 INTRODUCTION

We recognise that during your employment with us you may find yourself less capable of conducting your duties. This might commonly be because either the job changes over a period of time and you fail to keep pace with the changes, or you change (perhaps because of health reasons) and you can no longer cope with the work.

11.2 JOB CHANGES/GENERAL CAPABILITY ISSUES

If we have general concerns about your ability to perform your job or if the nature of your job changes, we will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve.

If your standard of performance is still not adequate, you will be warned in writing that a failure to improve and to maintain the performance required could lead to your termination. We will also consider the possibility of a transfer to more suitable work if possible.

If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work, or if your level of performance has a serious or substantial effect on the Employer to its detriment, you will be dismissed with the appropriate notice.

11.3 PERSONAL CIRCUMSTANCE/HEALTH ISSUES

Personal circumstances may arise which do not prevent you from attending work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice.

Under normal circumstances, this can be most easily obtained by asking your own doctor for a medical report. Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with the Employer in your current role or, where circumstances permit, in a more suitable role.

There may also be personal circumstances which prevent you from attending work, either for a prolonged period or for frequent short absences. Under these circumstances, we will need to know when we can expect your attendance record to reach an acceptable level. This may again mean asking your own doctor for a medical report or by making whatever investigations are appropriate in the circumstances. When we have obtained as much information as possible regarding your condition, and after consultation with you, a decision will be made about your future employment with the Employer in your current role or, where circumstances permit, in a more suitable role.

11.4 SHORT SERVICE EMPLOYEES

We retain discretion in respect of the capability procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service, you may not be in receipt of any warnings before termination but you will retain the right to a hearing.

12 DISCIPLINARY PROCEDURE

12.1 INTRODUCTION

This policy sets standards of performance and behaviour expected by the Employer, together with the procedure to be followed in the event of disciplinary issues. The policy aims to help promote fairness and order in the treatment of individuals. It is the Employer's aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals where they are failing to meet the required standards, and not be seen merely as a means of punishment. We reserve the right to amend these rules and procedures where appropriate.

Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case.

The following rules and procedures should ensure that:

- the correct procedure is used when requiring you to attend a disciplinary hearing;
- you are fully aware of the standards of performance, action and behaviour required of you;
- disciplinary action, where necessary, is taken speedily and in a fair, uniform and consistent manner;
- you will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case;
- at all disciplinary hearings, rather than investigatory meetings, you have the right to be accompanied by a support person at all stages of the formal disciplinary process;
- you will not normally be dismissed for a first breach of discipline, except in the case of serious misconduct; and
- if you are disciplined, you will receive an explanation of the penalty imposed.

On some occasions temporary suspension on contractual pay may be necessary in order that an uninterrupted investigation can take place. This should not be regarded as disciplinary action or a penalty of any kind.

12.2 DISCIPLINARY RULES

It is not practicable to specify all disciplinary rules or offences that may result in disciplinary action, as they may vary depending on the nature of the work. In addition to the specific examples of unsatisfactory conduct, misconduct and serious misconduct shown in this policy, a breach of other specific conditions, procedures and practices set out elsewhere in this Employee Handbook or that have otherwise been made known to you, will also result in this procedure being used to deal with such matters.

12.3 RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT

You will be liable to disciplinary action if you are found to have acted in any of the following ways:

- failure to abide by the Employer's health and safety policies and procedures and your general health and safety responsibilities;
- actions which could threaten the health and safety of yourself, your colleagues or others;
- persistent absenteeism and/or lateness;
- unsatisfactory standards or output of work;
- rudeness towards customers/clients, members of the public or your colleagues, objectionable or insulting behaviour, harassment, bullying or bad language;
- failure to devote the whole of your time, attention and abilities to our business and its affairs during your normal working hours;
- unauthorised use of email, internet and/or social media;
- failure to carry out all reasonable instructions or follow our rules and procedures;
- unauthorised use or negligent damage or loss of our property;
- failure to report immediately any damage to property or premises caused by you;
- use of the Employer's vehicles without approval or the private use of our commercial vehicles without authorisation;
- failure to report any incident whilst driving the Employer's vehicles, whether or not personal injury or vehicle damage occurs;
- if your work involves driving, failure to report immediately any type of driving conviction, or any summons which may lead to your conviction;
- carrying unauthorised goods or passengers in the Employer's commercial vehicles or the use of the Employer's vehicles for personal gain; and
- loss of driving licence where driving on public roads forms an essential part of the duties of the role.

This list is not exhaustive.

12.4 SERIOUS MISCONDUCT

Occurrences of serious misconduct are significant because the penalty may be termination without notice, even without any previous warning being issued. It is not possible to provide an exhaustive list of examples

of serious misconduct. However, any behaviour or negligence resulting in a fundamental breach of your contractual terms that irrevocably destroys the trust and confidence necessary to continue the employment relationship will constitute serious misconduct. Examples of offences that will normally be considered to be serious misconduct include serious instances of:

- theft or fraud;
- physical violence or bullying;
- deliberate damage to property;
- deliberate acts of unlawful discrimination or harassment;
- possession, or being under the influence, of illegal drugs at work; and
- breach of the Employer's health and safety policies and procedures and your general health and safety responsibilities or any actions that endangers the lives of, or may cause serious injury to, employees or any other person.

12.5 DISCIPLINARY PROCEDURE

Disciplinary action taken against you may be based on the following procedure:

Offence	1st occasion	2nd occasion	3rd occasion	4th occasion
Unsatisfactory conduct	Formal verbal warning	Written warning	Final written warning	Termination
Misconduct	Final written warning	Termination		
Serious misconduct	Termination			

We retain discretion in respect of the disciplinary procedures to take account of your length of service and the severity of the misconduct to vary the procedures accordingly. If you have a short amount of service you may not be in receipt of any warnings before termination, but you will retain the right to a disciplinary hearing.

If a disciplinary penalty is imposed it will be in line with the procedure outlined above, which may encompass a formal verbal warning, written warning, final written warning, or termination, and full details will be given to you.

There may be occasions where the performance or conduct of an employee is serious enough to by-pass one of the above steps and move immediately to a first and final written warning but not a summary termination. This option might be used in circumstances where the Employer's policy is breached but it is not so serious as to warrant instant termination.

In all cases, warnings will be issued for misconduct, irrespective of the precise matters concerned and any further breach of the rules in relation to similar or entirely independent matters of misconduct will be treated as further disciplinary matters and allow the continuation of the disciplinary process through to termination if the warnings do not change behaviour.

12.6 DURATION OF WARNINGS

i) Formal verbal warning

A formal verbal warning will normally be disregarded for disciplinary purposes after a six month period.

ii) Written warning

A written warning will normally be disregarded for disciplinary purposes after a 12 month period.

iii) Final written warning

A final written warning will normally be disregarded for disciplinary purposes after an 18 month period.

12.7 GENERAL NOTES

If you are in a supervisory or managerial position then demotion to a lower status at the appropriate rate of pay may be considered as an alternative to termination, except in cases of serious misconduct.

In exceptional circumstances, suspension from work without pay for up to five days as an alternative to termination (except termination for serious misconduct) may be considered by the person authorised to dismiss.

Serious misconduct offences will result in termination without notice.

13 GRIEVANCE PROCEDURE

It is important that if you feel dissatisfied with any matter relating to your employment you should have an effective means by which to raise such a grievance and, where appropriate, have it resolved.

Nothing in this procedure is intended to prevent you from informally raising with your manager any matter you may wish to mention. Informal discussion can frequently solve problems without the need for a written record. However, if you wish to raise a formal grievance you should normally do so in writing from the outset.

If you feel aggrieved at any matter relating to your work (except harassment, for which there is a separate procedure) you should first raise the matter with your manager, explaining fully the nature and extent of your grievance. You will then be invited to a meeting at a reasonable time and location at which your grievance will be investigated fully. You must take all reasonable steps to attend this meeting. You will be notified of the decision, in writing, normally within ten working days of the meeting.

14 PRIVACY POLICY

While the operation of the Privacy Act does not apply to the Employer in regards to any acts which directly relate to:

- the employment relationship between the Employer and the individual; and
- an employee record held by the Employer,

the Employer treats the handling of your personal information very seriously. Accordingly, the purpose of this policy is to ensure the protection of your privacy in relation to the handling of your personal information.

14.1 COLLECTION OF PERSONAL INFORMATION

Personal information may be collected during the recruiting process and throughout your employment with the Employer. This personal information may be disclosed to other areas within the business for administrative purposes and for the progression of your application. All confidential information will be used for legitimate purposes in accordance with relevant legislation.

Personal information includes information relating to:

- the engagement, training, disciplining or resignation of the employee;
- termination of the employment of the employee;
- terms and conditions of employment of the employee;
- employee's personal and emergency contact details;
- employee's performance or conduct;
- employee's hours of employment; employee's salary or wages;
- employee's membership of a professional or trade association;
- employee's trade union membership;
- employee's recreation, long service, sick, personal, maternity, paternity or other leave, and
- employee's taxation, banking or superannuation affairs.

All reasonable attempts will be made to keep this information relevant, complete and current. You must ensure that any personal information provided is accurate and current.

14.2 YOUR RESPONSIBILITIES

In light of the above objective, every employee is responsible for the appropriate handling of such information and to prevent unlawful disclosure.

If you have access to this information or such any personal information belonging to another employee or a client of the Employer, you must ensure that you maintain the confidence of any confidential information that you have access to, or become aware of, during the course of your employment and will prevent its unauthorised disclosure or use by any other person.

You will not use the confidential information for any purpose other than for the relevant and related Employer processes during or after your employment.

14.3 BREACH

Any action in breach of this policy may result in disciplinary action being taken.

15 EQUAL OPPORTUNITIES POLICY AND ANTI-DISCRIMINATION

15.1 STATEMENT OF POLICY

We recognise that discrimination is unacceptable and, although equality of opportunity has been a long standing feature of our practices and procedure, we have made the decision to adopt a formal equal opportunities policy.

Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action.

The aim of the policy is to ensure that no job applicant or employee is discriminated against either directly or indirectly on the grounds of age, disability, gender identity, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation.

The policy will be communicated to all private contractors reminding them of their responsibilities in respect of equality of opportunity.

We will maintain a neutral workplace in which no employee or other employee feels under threat or intimidated.

15.2 RECRUITMENT AND SELECTION

The recruitment and selection process is crucially important to any equal opportunities policy. We will endeavour through appropriate training to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.

Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of this policy.

We will adopt a consistent, non-discriminatory approach to the advertising of vacancies. We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group. All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.

All employees involved in the recruitment process will periodically review their selection criteria to ensure that they are related to the job requirements and do not unlawfully discriminate.

Short listing and interviewing will be carried out by more than one person where possible.

Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.

Selection decisions will not be influenced by any perceived prejudices of other staff. All promotions will be in line with this policy.

16 MOTOR VEHICLES

16.1 GENERAL REQUIREMENTS

You may be required to use a motor vehicle to enable you to efficiently perform your duties.

Where travelling in the course of duties, the motor vehicle is considered to be a workplace and the Employer recognises it has health and safety obligations in respect of this. The Employer will ensure that company motor vehicles are registered and insured in accordance with the relevant legislation.

You must at all times comply with the Motor Vehicles policy in this Handbook. It is your responsibility to see that any Employer motor vehicle is not used by anyone other than authorised persons.

If you are driving a motor vehicle with Employer branding on display, you are representing the Employer at any time whilst driving or on the road. You must therefore drive in a manner that is considerate of other road users. Any complaint about a driver will be investigated and disciplinary action may result.

16.2 EMPLOYEE RESPONSIBILITIES

You are responsible for ensuring you comply with any Employer policies and procedures relating to motor vehicles and their use. In particular you must:

- possess a current driving licence and management's authority to drive during the performance of your duties;
- produce your driving licence for scrutiny by management at any time as requested; and
- inform the Employer immediately if you are disqualified from driving.

When operating a motor vehicle in the performance of your duties, you must observe and obey the relevant road laws in the state or territory in which you are driving. In particular, you must:

- adhere to the appropriate speed limit at all times;
- wear the restraints provided at all times when travelling in the motor vehicle;
- ensure that you are not affected by alcohol and/or drugs at the time of driving;
- report any defects or issues with the motor vehicle to the Employer as soon as reasonably practical;
- ensure that the motor vehicle is maintained in safe working order;
- ensure that only authorised passengers are transported and are kept safe while doing so; and
- ensure that authorised passengers use the restraints provided.

16.3 USE OF MOBILE PHONE WHILE OPERATING A MOTOR VEHICLE

You must operate motor vehicles in compliance with all road rules and in particular ensure:

- you do not use a mobile phone whilst driving unless via an approved hands free or cradle device;
- you limit your usage whilst using an approved device to short conversations only;
- you do not use SMS, video and/or email whilst driving; and
- you do not hold or touch a phone at any time whilst driving unless the motor vehicle is legally parked (even if you are just passing it to a passenger).

16.4 USING A PRIVATE VEHICLE FOR COMPANY PURPOSES

When using your own vehicle in the performance of your duties, you are responsible for ensuring the vehicle is roadworthy and in a presentable condition. You will be responsible for registering, insuring (having the Employer's clients included in the policy) and maintaining your own motor vehicle. You will also be responsible for holding and maintaining a current full driver's licence.

You must ensure that whilst driving your motor vehicle to perform your duties, it is clean, free of rubbish and personal items at all times, and are safe and in good working order.

You are responsible for washing the motor vehicle, and for ensuring that appropriate levels of oil, water and tyre pressure are maintained.

Where any damage to your vehicle occurs, the Employer will not be liable for the cost of rectifying the damage or paying the excess part of any claim.

When using your own vehicle on Company business the rules contained in this policy also apply. Accordingly it is your responsibility to read, understand and follow these rules.

16.5 FUEL / FUEL CARDS

Unless contrary arrangements exist in writing, we will only reimburse you for fuel and oil used on Employer business. Claims must be submitted on a report sheet, signed by you and accompanied by receipts. All receipts should be itemised, and a deduction shown for that part of the fuel attributable to private use.

Within authorised kilometre allowance for the relied service provided. Outside of the authorised allowance is to be preapproved by management.

Fuel cards are to be used for business related travel only. Odometer readings are to be entered at the time of the purchase of fuel with the fuel card in the provided log book located in the Employer vehicle. Fuel cards are to be kept safe and secure at all times.

You may be given an kilometre allowance in which the Employer will pay for any fuel used for that range of kilometres. If you exceed this allowance you must have it approved by management for reimbursement. If it is not approved, you will be able to claim your exceeded kilometres on tax.

You must ensure that you adhere to all business requirements for fuel related purchases which may include, but is not limited to, specific locations for purchases, type of products that can be purchased and spend limits on purchases.

16.6 FINES

We will not be held responsible for any fines (e.g. parking, speeding, tolls etc.) incurred by you whilst working for the Employer. If we receive the fine on your behalf, we may nominate you to pay the fine.

16.7 TOLLS / TAGS

Unless contrary arrangements exist in writing, the Employer will only reimburse you for road pass/tolls/tags used on Employer business. Any use of a toll road pass/tag outside of work may result in the amount of the toll being deducted from your wage.

16.8 ACCIDENT PROCEDURE

If you are involved in an accident you must follow emergency procedures and notify management as soon as possible.

16.9 LOSS

In the case of theft of one of the Employer's vehicles, the police and the Employer must be informed immediately. Full details of the contents of the vehicle must also be given. If any contents are stolen from the vehicle, the police and the Employer should be notified immediately.

Please note that only Employer property is insured by the Employer and you should make your own arrangements to cover your personal effects.

You must always secure the vehicle and its contents, and turn on any alarm system that is fitted to the vehicle. The contents should be stored out of sight, preferably in the boot or rear. If a vehicle is stolen, we are required to prove to the insurance company that there has been no negligence and, therefore, we must hold you responsible in the event of such negligence.

16.10 PERMITTED USE

Subject to the restrictions already stipulated, Employer vehicles may only be used for authorised business, unless previous arrangements for private domestic or social use have been agreed in advance. They may not

be used for the carriage of passengers for hire or reward, nor may they be used for any type of motoring sport, including racing, rallying or pace making, whether on the public road or on private land.

On periods of leave, you may be required to return the Employer vehicle to the Employer, unless otherwise agreed with management.

16.11 PERSONAL LIABILITY

In the event of an at fault accident whilst driving one of the Employer's vehicles or where any damage to an Employer vehicle is due to your negligence or lack of care, the Employer reserves the right to insist on you rectifying the damage at your own expense or paying the excess part of any claim.

Repeated instances may result in disciplinary action/and or the use of Employer vehicles being withdrawn.

17 HEALTH AND SAFETY POLICY STATEMENT

The Employer and its officers recognise that the health and safety of all workers and visitors is of the utmost importance and vital to the success of our business. As such we aim to continuously improve health and safety in the workplace through consultation and increased health and safety awareness of management and employees.

Through the co-operative efforts of management and employees, we are committed to:

- providing a safe environment for all workers and visitors to our workplace;
- providing and maintaining buildings, equipment and plant in safe working condition;
- supporting the ongoing training and assessment of workers;
- developing, implementing and monitoring safe work practices;
- continuously improving the standards of health and safety in the workplace;
- managing risks in the workplace; and
- providing information, instruction and supervision.

The focus of the Employer's health and safety management system is preventing hazards. We will develop a framework for health and safety management and a plan for systematic risk assessment and control of hazards, to progressively improve safe behaviours and safe systems of work across the business.

Marie Rodgers and Jay Davis

Business Partners

on behalf of J.M Davis & M Rodgers *trading as* Better2gether

July 2015

Review date: July 2016

18 HEALTH AND SAFETY RESPONSIBILITIES

18.1 INTRODUCTION

The Employer is committed to ensuring the health, safety and welfare of its workers and any other people who may be affected by its operations.

In order to ensure that health and safety is successfully managed within the Employer, the following general responsibilities have been allocated. These are to be read in conjunction with the remainder of this Health and Safety Handbook, which outlines further health and safety responsibilities, including responsibilities relating to specific risks and situations.

18.2 EMPLOYER RESPONSIBILITIES

The Employer has a duty to ensure, so as far as reasonably practicable, the health, safety and welfare at work of all its workers while at work. In particular, it is responsible for:

- providing and maintaining its workplaces in a healthy and safe condition;
- ensuring the safe use, handling, storage and transport of plant, equipment and substances;
- providing and maintaining systems of work and a working environment that is healthy and safe;
- providing the information, training, instruction and supervision necessary to maintain a healthy and safe workplace;
- providing adequate facilities for the welfare of workers; and
- monitoring the workplace and the health and safety of workers to assist in preventing illness or injury.

18.3 MANAGER/SUPERVISOR RESPONSIBILITIES

Managers/supervisors are responsible for:

- maintaining a working environment that is safe and without risk to health;
- implementing safe systems of work by ensuring safe products and the systems are utilised;
- maintaining the workplace, plant, machinery and substances;
- implementing the information, training, instruction and supervision for employees;
- identifying and controlling hazards in the workplace;

- ensuring all relevant health and safety laws are complied with;
- utilising the resources provided for health and safety;
- ensuring workplace rules, procedures and systems are reviewed and maintained;
- promoting health and safety in the workplace; and
- maintaining consultative mechanisms.

18.4 EMPLOYEE RESPONSIBILITIES

As an employee, you are responsible for:

- taking reasonable care for the health and safety of yourself and others who may be affected by your acts or omissions in the workplace;
- co-operating with management to ensure all health and safety obligations are complied with;
- ensuring all health and safety equipment is used correctly;
- using and maintaining the required Personal Protective Equipment (**PPE**);
- reporting any injuries sustained whilst working and seeking appropriate first aid;
- reporting any unsafe conditions, equipment or practices to management, as soon as practicable;
- rectifying minor health and safety issues where authorised and safe to do so;
- co-operating with any health and safety initiative, inspection or investigation; and
- actively participating in any return to work program.

19 HAZARD AND RISK MANAGEMENT PROCEDURE

19.1 INTRODUCTION

Risk management is the process of identifying what may cause an injury or illness in the workplace and deciding what may happen as a result. Once hazards in the workplace have been identified and assessed, priorities can be set determining what action is to be taken to eliminate or control the hazard.

19.2 EMPLOYER RESPONSIBILITIES

The Employer will:

- identify hazards by conducting regular workplace inspections, reviewing hazard reports and reviewing injury/illness records;
- assess each hazard in terms of its potential to do harm;
- identify and implement control measures to eliminate or reduce the risks; and
- monitor and review the effectiveness of the control measures.

Where necessary, the Employer will implement a safe work procedure to ensure the risk of the hazard causing harm is controlled.

19.3 EMPLOYEE RESPONSIBILITIES

As you go about your work, you may identify hazards that could present a health and safety risk to you, your colleagues and others. It is every employee's responsibility to identify and report any such hazards to management.

Where you identify a hazard, if it is safe to do so, immediately take steps to prevent this hazard from posing a health or safety risk. If you cannot fix the problem, you are required to report it to management immediately and complete the **Hazard Report Form**.

In addition, where an inspection of the workplace is taking place, you should inform the person conducting the inspection of any ongoing health and safety concerns you have.

20 REPORTING OF INCIDENTS AND INJURIES

20.1 INTRODUCTION

Wherever possible, the Employer aims to prevent any incident or injury from occurring in the workplace.

However, where an incident or injury does occur, it is essential that proper records of these are kept. This ensures that appropriate records are available should the need arise, for example in support of a workers compensation claim. It will also assist the Employer to identify and address any ongoing health and safety concerns or unsafe work practices.

20.2 EMPLOYER RESPONSIBILITIES

The Employer will provide and maintain a workplace register of injuries. Management must ensure the details of any workplace injury/illness are recorded on this register.

Where an employee is suffering an injury/illness at work and requires medical attention, management will arrange this. In emergency cases, an ambulance will be called to attend the location. If it is not an emergency, management will organise for the affected employee to be transported to a medical practitioner/centre as soon as possible, or for on-site first aid treatment to be rendered.

Where necessary, management will undertake an investigation into any work related injury/illness within 24 hours. The purpose of any such investigation will be to determine the cause/s of the injury/illness (if possible) and recommend measures (if any) to be implemented to eliminate or reduce the probability of re-occurrence.

20.3 EMPLOYEE RESPONSIBILITIES

Where any workplace injury/illness occurs, you must notify management as soon as possible.

You are responsible for entering the details of any workplace injury/illness on the **Register of Injuries Form**.

For any workplace injury/illness, you are required to undergo medical treatment as necessary. Where the need for treatment is identified whilst at work, management will arrange this treatment. However, where your injury/illness worsens whilst away from the workplace, or over a period of time, you are required to seek medical attention at the earliest opportunity.

If you have suffered any workplace injury/illness that required medical treatment, you must provide a certificate from your treating doctor stating your fitness for duties upon your return to work.

21 EMERGENCY PROCEDURES

21.1 INTRODUCTION

The health and safety of the workplace and workers may be impacted in an emergency situation, for example in the event of a fire.

Whilst the Employer will take all necessary events to prevent an emergency situation arising, in the unlikely event that an emergency situation does arise, the procedures below are to be followed to ensure the health and safety risks associated with such situations are minimised.

You must ensure that you are aware of our fire and evacuation procedures and the action you should take in the event of such an emergency.

21.2 PROCEDURES

i) Fire

If you discover a fire:

- alert other people in the immediate vicinity to the fire;
- activate any fire alarms and call '000'; and
- if safe, try to put out or contain the fire, or otherwise evacuate the premises in accordance with the workplace emergency evacuation procedures.

At no time should you risk personal safety in an effort to protect property or others.

ii) Emergency evacuation

If an emergency evacuation is required:

- follow instructions given to you by emergency services personnel and any designated evacuation staff (e.g. fire wardens);
- leave the building via the closest designated exit; and
- proceed to the designated assembly area.

During an emergency evacuation, you must remain calm and:

- do not run, crowd exits, or take your belongings with you; and
- do not return to the building until it is safe to do so.

iii) Motor vehicle accidents

If you are involved in a motor vehicle accident in the course of your duties:

- do not exit the vehicle unless it is safe to do so;
- call the relevant emergency services (if necessary);
- seek first aid if you are injured or render assistance to any injured person if it is safe to do so;
- set up a warning system for any approaching vehicles to prevent the risk of further accidents (if possible);
- record the registration details of the vehicles involved, as well as the name and licence details of the driver/s;
- record the names and addresses of as many witnesses as possible, and take photos of the accident scene and damage sustained to any property; and
- give your name and address, the registration number of the vehicle and the name of the insurance company to any person having reasonable grounds for requiring such information. Do not give any further information.

You must notify management of any accidents occurring in the course of your duties as soon as possible. You are responsible for entering the details of any injury on the **Register of Injuries Form** in accordance with the Reporting of Incidents and Injuries policy above

The Employer must be informed of any and all incidents involving Employer vehicles no matter how minor within twenty-four hours.

In addition in the case of an incident involving injury to another person, you are responsible for notifying the police of the occurrence. For major incidents, this must be reported to the police within twenty-four hours.

iv) First aid

You are responsible for:

- knowing the identity of any first aid officers in the workplace and the location of the nearest first aid kit/s;
- seeking first aid where necessary, or complying with any management direction to seek first aid in respect of a work related injury/illness;
- informing management of any injury and recording any first aid treatment in the **Register of Injuries**; and
- informing management if the first aid equipment is running low or has ran out.

22 GENERAL WORKPLACE PROCEDURES

22.1 INTRODUCTION

Along with the specific guidelines and procedures outlined throughout this Health and Safety Handbook, there are some simple day to day measures that can be adopted by management and employees alike to reduce the risks to health and safety in the workplace.

22.2 GENERAL

Management and employees alike must ensure:

- no plant, equipment or safety device (including PPE) is altered or removed from the workplace without express management authority;
- all safety signs, policies and procedures are complied with in full;
- illegal drugs are not brought into, or used, in the workplace; and
- persons affected by alcohol or drugs are not permitted to access, or remain at, the workplace.

You must ensure that you wear and use any personal protective equipment and clothing issued for your protection at all appropriate times.

22.3 HOUSEKEEPING

Failure to ensure that the workplace is kept neat and tidy may create unnecessary hazards.

Management and employees alike are responsible for maintaining a neat and tidy workplace. This involves:

- ensuring emergency exits, thoroughfares and pedestrian access points are not obstructed;
- ensuring aisles and work areas are clear and free from obstruction at all times so as not to cause additional hazards including slip, trip, or fall hazards;
- placing rubbish in the bins provided; and
- ensuring all work, communal areas and facilities are kept clean and tidy at all times.

22.4 HYGIENE

Any exposed cut or burn must be covered with a first-aid dressing.

If you are suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not enter the workplace without clearance from your own doctor.

Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

22.5 FITNESS FOR WORK

If you arrive for work and, in the Employer's opinion, you are not fit to work, the Employer reserves the right to exercise its duty of care, particularly where the Employer believes that you may not be able to undertake your duties in a safe manner or may pose a safety risk to others. We may send you away for the remainder of the day with or without pay and, dependent on the circumstances, if you are an employee you may be liable to disciplinary action.

You may be required to provide a certificate from your treating doctor stating your fitness for duties before being permitted to return to work.

23 BULLYING AND HARASSMENT

23.1 INTRODUCTION

The Employer is committed to the provision of a fair, healthy and safe workplace in which everyone is treated with dignity and respect and in which no individual or group feels bullied, threatened or intimidated.

Bullying or harassment in any form is unacceptable behaviour and will not be permitted or condoned.

We recognise that bullying and harassment can exist in the workplace, as well as outside, and that this can seriously affect workers' working lives by detracting from a productive working environment and can impact on the health, confidence, morale and performance of those affected by it, including anyone who witnesses or has knowledge of the unwanted or unacceptable behaviour.

23.2 HARASSMENT

The intention of these procedures are to inform employees of the type of behaviour that is unacceptable and to provide procedural guidance.

We recognise that we have a duty to implement this policy and all workers are expected to comply with it.

Harassment is any unwanted physical, verbal or non-verbal conduct based on grounds of age, disability, gender identity, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation which affects the dignity of anyone at work or creates an intimidating, hostile, degrading, humiliating or offensive environment.

A single incident of unwanted or offensive behaviour can amount to harassment.

Harassment can take many forms and individuals may not always realise that their behaviour constitutes harassment. Examples of harassment include:

- insensitive jokes and pranks;
- lewd or abusive comments about appearance;
- deliberate exclusion from conversations;
- displaying abusive or offensive writing or material;
- unwelcome touching; and
- abusive, threatening or insulting words or behaviour.

These examples are not exhaustive and disciplinary action at the appropriate level will be taken against employees committing any form of harassment. Appropriate action in relation to an employee will include

disciplinary action in accordance with the Employer's disciplinary and disciplinary termination procedure. For other workers, appropriate action may include termination of their engagement with the Employer.

23.3 BULLYING

Bullying is repeated, offensive, abusive, intimidating, insulting or unreasonable behaviour directed towards an individual or a group, which makes the recipient(s) feel threatened, humiliated or vulnerable. Note single incidents of bullying will not be tolerated.

Bullying can occur in the workplace and outside of the workplace at events connected to the workplace, such as social functions or business trips.

Bullying can be a form of harassment and can cause an individual to suffer negative physical and mental effects.

Bullying can take the form of physical, verbal and non-verbal conduct. As with harassment, there are many examples of bullying, which can include:

- abusive, insulting or offensive language or comments;
- unjustified criticism or complaints;
- physical or emotional threats;
- deliberate exclusion from workplace activities;
- the spreading of misinformation or malicious rumours; and
- the denial of access to information, supervision or resources such that it has a detrimental impact on the individual or group.

These examples are not exhaustive and disciplinary action at the appropriate level will be taken against employees committing any form of bullying. Appropriate action in relation to an employee will include disciplinary action in accordance with the Employer's disciplinary and disciplinary termination procedure. For other workers, appropriate action may include termination of their engagement with the Employer.

23.4 BULLYING AND HARASSMENT COMPLAINT PROCEDURES

i) Informal complaint

We recognise that complaints of bullying, harassment, and particularly of sexual harassment, can sometimes be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal grievance procedure. In these circumstances you are encouraged to raise such issues with a senior colleague of your choice (whether or not that person has a direct supervisory responsibility for you) as a confidential helper.

If you are the victim of minor bullying or harassment you should make it clear to the alleged bully or harasser on an informal basis that their behaviour is unwelcome and ask the individual to stop. If you feel unable to do this verbally then you should hand a written request to the individual, and your confidential helper can assist you in this.

ii) Formal complaint

Where the informal approach fails or if the bullying or harassment is more serious, you should bring the matter to the attention of management as a formal written complaint and again your confidential helper can assist you in this. If possible, you should keep notes of the bullying or harassment so that the written complaint can include:

- the name of the alleged bully or harasser;
- the nature of the alleged incident of bullying or harassment;
- the dates and times when the alleged incident of bullying or harassment occurred;
- the names of any witnesses; and
- any action already taken by you to stop the alleged bullying or harassment.

On receipt of a formal complaint we will take action to separate you from the alleged bully or harasser to enable an uninterrupted investigation to take place. This may involve a temporary transfer of the alleged bully or harasser to another work area or suspension of employees (with contractual pay) until the matter has been resolved.

The person dealing with the complaint will invite you to attend a meeting, at a reasonable time and location, to discuss the matter and carry out a thorough investigation. You have the right to be accompanied at such a meeting by your confidential helper or another work colleague of your choice and you must take all reasonable steps to attend. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter.

On conclusion of the investigation which will normally be within ten working days of the meeting with you, a report of the findings and of the investigator's decision will be sent, in writing, to you and to the alleged bully or harasser.

23.5 GENERAL NOTES

If the report concludes that the allegation is well founded, appropriate action will be taken against the bully or harasser.

If you bring a complaint of bullying or harassment you will not be victimised for having brought the complaint. However, if the report concludes that the complaint is both untrue and has been brought with malicious intent, appropriate action will be taken against you. Appropriate action in relation to an employee will include disciplinary action in accordance with the Employer's disciplinary and disciplinary termination procedure. For other workers, appropriate action may include termination of their engagement with the Employer.

24 DRUGS AND ALCOHOL

24.1 ZERO TOLERANCE POLICY

The use of drugs or alcohol jeopardises a safe workplace. The Employer has a zero tolerance policy with regard to drugs and alcohol and the workplace. Workers are not permitted to work while under the influence of drugs or alcohol.

Non-compliance with this policy and any associated procedure by employees may result in disciplinary action up to and including termination. Non-compliance by other workers may also result appropriate action up to and including termination of their engagement with the Employer.

The Employer recognises alcohol and other drug dependencies as treatable conditions, and encourages those persons who may be subject to such dependency to seek assistance from appropriate Employers or support groups.

Workers and visitors must not be adversely affected by drugs or alcohol at work or while at work functions, and must at all times be fit to perform their work safely.

Alcohol may be consumed at some Employer events. Where this is the case, the Employer encourages responsible alcohol consumption. At no time should you be drunk or behave in a manner which is inappropriate.

24.2 PRESCRIBED MEDICATION

Employees who are taking any prescribed medication or drugs which may affect their ability to perform their work must notify management as soon as possible. You may be required to produce a medical certificate stating that you are fit for work or specifying any restrictions.

24.3 NO SMOKING POLICY

Due to the nature of work, smoking on the Employer's premises or during any activity your are involved in is not permitted.

24.4 SCREENING

The Employer may require screening for alcohol and drugs. For employees, this may include pre-employment testing. Testing may be conducted based on reasonable suspicion or following an incident or accident. The Employer reserves the right to carry out random testing across all levels of employees.

The following provides examples of activities which may result in disciplinary procedures, up to and including termination of your employment or engagement with the Employer. If you:

- are removed from the workplace due to impairment or reasonable suspicion of impairment
- return a positive result following testing
- return a blood alcohol level of more than 0.00 or the equivalent in urine or breath samples
- refuse reasonable direction to undertake drug and alcohol screening or
- are in possession of illegal drugs for supply or consumption in the workplace or the Employer's vehicles.

This list is not exhaustive.

If you perform work on a client site which conducts regular or random drug and alcohol testing, you will be required to participate.

Where you are suspected of being affected by drugs or alcohol, you may be required to participate in appropriate testing. Positive readings at any time will result in disciplinary procedures up to and including termination of your employment or engagement with the Employer.

If you return a positive result or refuse to participate in testing, you will be required to cease work immediately and leave the workplace. This time will be unpaid until such a time that you are fit to return to work. You will not be able to return to the workplace until you return a negative result. If you are required to leave the workplace, you will be required to report to management on your return or when you are no longer under the influence of drugs or alcohol, to discuss the incident.

25 TERMINATION OF EMPLOYMENT

25.1 RESIGNATIONS

All resignations must be provided in writing, stating the reason for resigning your post.

25.2 TERMINATING YOUR EMPLOYMENT WITHOUT NOTICE

If you terminate your employment without giving or working the required period of notice, as indicated in your contract of employment, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you.

25.3 RETURN OF EMPLOYER PROPERTY

On the termination of your employment, you must return all Employer property which is in your possession or for which you have responsibility. Failure to return such items within 7 days will result in the cost of the items being deducted from any monies outstanding to you.

All Employer property should be returned to management.

26 ACKNOWLEDGEMENT FORM

I _____ (please print name) acknowledge that I received a copy of the Employee Handbook and that I have read and understood it.

I agree to comply with the policies and procedures applicable to me contained within the Employee Handbook.

Signed:

Dated: