

# EMPLOYEE HANDBOOK



# CONTENTS

---

	Introduction
1	Bullying and Harassment Policy
2	Computers, Internet and Technology Policy
3	Code of Conduct
4	Disciplinary Policy
5	Dress Policy
6	Drugs and Alcohol Policy
7	Equal Opportunity and Diversity Policy
8	Expense Policy
9	Flexible Work Policy
10	Grievance Policy
11	Leave and Absence Policy
12	Motor Vehicle Policy
13	Work Health and Safety Policy
14	Parental Leave Policy
15	Training Policy
16	Workplace Procedures
	Acknowledgement Form

## **INTRODUCTION**

---

This employee handbook has been specifically prepared to provide an effective reference manual outlining your main rights and entitlements as an employee.

We request that you read this handbook and raise any concerns or questions which you may have directly with management.

The Company reserves the right to vary, alter or withdraw any aspect of this handbook without notice.

You will, however, be informed of any significant variations or additions to this handbook.

# 1 BULLYING AND HARASSMENT POLICY

---

## INTRODUCTION

The Company:

- does not tolerate bullying and harassment in the workplace in any form or degree;
- is committed to providing a positive working environment free from intimidation, threats, ridicule, bullying, harassment, and physical violence;
- views any such acts as serious misconduct which will result in disciplinary proceedings and may result in the termination of your employment without notice.

## YOUR ENTITLEMENTS

You are entitled to a workplace that is safe, and free from bullying and harassment.

Where you believe that you have been bullied or harassed, you are urged to raise this informally at first instance with management who will pursue the matter further.

However, if you believe that it is inappropriate in the circumstances to raise the matter informally with management, you can address the matter formally in accordance with the Grievance Policy, as detailed below.

## YOUR RESPONSIBILITIES

All employees have a responsibility to make sure the workplace is free from bullying and harassment, and must take all reasonable steps to prevent bullying and harassment from occurring.

You are responsible for ensuring that your own behaviour does not directly or indirectly bully, harass, intimidate or ridicule others.

You also have a responsibility in assisting the Company achieve a workplace which is free from bullying and harassment. In particular:

### **i) Bullying**

Bullying is repeated, unwanted or unreasonable behaviour that is directed towards another employee, or a group of employees, which has the effect of victimising, humiliating, undermining or threatening the individual.

Examples of behaviour that may be considered bullying include:

- verbal abuse or threats;
- unwelcome remarks, gestures, jokes, banter, teasing, innuendos, name-calling or taunting about a person's body, appearance, clothes, marital status, ethnic origin, sexual preference etc.;
- smutty or inappropriate jokes or comments which cause awkwardness or embarrassment;

- allocation of demeaning work not normally associated with an employee's position; and
- ignoring someone, not sharing information with them, or being particularly cold with them, for example, isolating an employee.

**ii) Harassment**

Harassment is unsolicited, unwelcome, intimidating or belittling behaviour that would make a reasonable person feel unwelcome, humiliated or distressed and is either:

- sexual; or
- targeted on the basis of the individual's race, sex, pregnancy, marital status, carers' responsibilities, transgender status, sexual orientation, disability or age.

Examples of harassment include:

- intrusive questions about sexual activity;
- sending racist material to a person; and
- posting racist, sexually explicit, homophobic or sexist material up in the workplace.

**PROCEDURE**

Where you witness behaviour that you believe amounts to bullying or harassment, or otherwise believe on reasonable grounds that bullying or harassment is occurring in the workplace, you are required to report this directly to management as soon as possible.

Any such report will be treated in the strictest of confidence. However, making a report which is misleading or vexatious is viewed as serious misconduct in and of itself which will result in disciplinary proceedings and may result in the termination of your employment without notice.

## 2 COMPUTERS, INTERNET AND TECHNOLOGY POLICY

---

### INTRODUCTION

The Company may provide various information technology systems (**Systems**), including internet, email, and mobile devices, which are provided to facilitate business usage and are subject to the terms and conditions of this policy.

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

### YOUR ENTITLEMENTS

The Company recognises that its Systems are an essential tool of doing business in today's technological age.

You are encouraged to make full use of the Systems in an appropriate and business-like manner in order to perform your duties.

You are permitted to use the Systems for personal use to a limited and reasonable extent. Any such personal usage should be strictly limited to designated breaks or after work and under no circumstances should any data or information which is personal in nature be stored upon the Systems.

### YOUR RESPONSIBILITIES

As a minimum, you are required to act within the laws of the relevant state and federal government, and those requirements should be read in conjunction with this policy.

The inappropriate use of the Systems can lead to damage or failure of those Systems, circulation of offensive material, breaches of confidentiality, financial loss, lost productivity and public damage to the Company's image or reputation.

Upon this basis, your specific responsibilities and obligations, in conjunction with the terms and conditions of this policy include:

#### **i) Web Publishing**

You are not permitted to establish new internet web pages which in any way deal with the Company and its affairs, or make modifications to existing web pages, without the prior approval of management.

This approval is required to ensure that all posted material is consistent and professional in its appearance, aligned with business goals, and is protected by adequate security measures.

#### **ii) Intellectual Property Rights**

The Company requires strict adherence to any software vendor's license agreements. Any use of the Systems in a manner that is inconsistent with a software vendor's license is strictly forbidden.

Similarly, the reproduction, forwarding or redistributing words, graphics, or other materials must be done only with the permission of the author/owner. Users should assume that all materials on the internet are subject to copyright unless a specific notice states otherwise.

### **iii) Privacy**

When using the Systems you should consider that your communications are not automatically protected from viewing by third parties. Unless encryption is used, you should consider that this is a possibility before sending information over the internet, particularly if it could be considered to be confidential or private in nature.

### **iv) Competing Interests**

The Systems are not to be used for charitable endeavours, private business activities, or amusement/entertainment purposes without the prior approval of management, subject to your entitlements above.

### **v) User Passwords and Accountability**

To prevent unauthorised parties from obtaining access to the Systems, you must choose passwords which are difficult to guess (for example, not a dictionary word, not a personal detail, and not a reflection of work activities).

Your individual password should never be shared or revealed to anyone else unless authorised by management. Such actions have the potential to threaten the integrity of the Systems and will result in you being held personally responsible for actions the other party takes with the password.

If you need to share an account or password for whatever reason, it must be authorised in advance by management. Where a need to share data exists, steps should be taken wherever possible to utilise message forwarding facilities, public directories on local area network servers, and other authorised information-sharing mechanisms rather than sharing an account or password.

### **vi) Contents of Messages**

When using the Systems, you must at all times do so in a professional manner. In particular, you must not use profanity, obscenities, or derogatory remarks in electronic communications, nor should it include any confidential or sensitive information relating to another employee, customers, clients, competitors, or the affairs of the business.

All use of the Systems should be made in consideration of the fact that it may create legal liability, especially since emails could be legally discovered and used against the Company. Special caution is warranted because back-up and archival copies of electronic information may actually be more permanent and more readily accessed than traditional paper communications.

### **vii) Handling Information about Security**

You must promptly report all information security alerts, warnings, suspected vulnerabilities, and the like to management.

### **viii) Public Representations**

No web page, electronic mail message, or any other public representation about the Company may be issued unless it has first been approved by management.

### **ix) Harassing or Offensive Materials**

The transmission or storage of sexual, offensive or racist material is strictly prohibited. Users are encouraged to respond directly to the originator if any such communication is received and instruct

that they stop sending such material. If the originator does not promptly stop such communications you must immediately report the matter to management for further action.

Under no circumstances should any employee originate or re-distribute such material which is viewed as serious misconduct in and of itself. Such conduct will result in disciplinary proceedings and may result in the termination of your employment without notice.

The Company retains the right to remove from its Systems any material which it views as offensive or inappropriate.

#### **x) Social Networking and Blogs**

Social networking and blogging sites are a useful means by which to keep in contact with clients, and to promote the services of the Company.

However, the usage of such sites and media has the potential to cause serious damage to the Company's reputation and good standing.

As such, only those employees who are specifically authorised to do so may use social networking and blogging sites for and on behalf of the Company.

For those without such authority, any personal use of social networking and blogging sites should be in no way associated with your employment or association with the Company.

For those with such authority, any and all comments and posts must be consistent with the views and position of the Company.

Care should also be taken not to post any comments or blogs which breach your ongoing obligations of confidentiality, brings the Company into disrepute, or may be viewed as insulting offensive or abusive to others.

Care should also be taken when re-tweeting posts without supporting or additional comments as this may be seen as a sign of approval of what you are relaying.

Under no circumstances should you get involved in protracted exchanges with others via social media. Any abusive, obscene or offensive comments posted should be brought to the immediate attention of management.

You are expected to remove any comment, post, client list or contact immediately upon request.

#### **xi) Mobile Device**

You may be issued with a company mobile device for business related use and reasonable incidental personal use. A mobile device includes, but is not restricted to, Personal Digital Assistants (PDA's), tablets such as iPads, Smartphones, mobile phones and Blackberries. For the avoidance of doubt any mobile phone and telephone numbers will at all times remain the property of the Company.

You may be required to pay for any personal calls considered to be excessive or unreasonable.

Users must be aware that the device contains the Company's data, and take appropriate action to protect the device from being lost or stolen.

At all times mobile devices shall remain the property of the Company and is subject to the Company's standard rules, policies and procedures concerning access to, and use of, the internet and email.

If you are issued with mobile device/s you are expected to exercise the same care in respect of the security and upkeep of the mobile device if it were your own property. In particular, it is your responsibility to ensure your allocated mobile device/s are securely locked away at night, whether at work or home. Similar care must be taken when leaving the mobile device in a meeting room or any off-site venue and whilst travelling. Your mobile device must not be left unattended in motor vehicles at any time.

Malfunctions or any other technical problems with the mobile device/s should be reported immediately by the employee concerned to the Company so that steps can be taken to have the problem rectified by an approved technician.

Lending the mobile device/s to any third party is strictly prohibited.

The Company records usage and call details. Records may be accessed by authorised staff for audit and investigation purpose

## **PROCEDURE**

You acknowledge and agree to adhere to the following procedures as they relate to the use of the Systems:

### **i) Surveillance and Privacy Waiver**

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

In addition to this, the Company has the right to protect its business interests and confidentiality. This includes the right to survey, audit and/or monitor its 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 Company 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.

### **ii) Policy Breaches**

Without limiting the Company's rights and/or remedies under law and/or contract, if you are found to have been involved in activities which breach this policy you may be subject to disciplinary action which may result in your access to the Systems being revoked.

For serious or repeated breaches your employment may be terminated without notice. The matter may also be referred to the police for investigation and/or civil proceedings may be initiated, if considered appropriate.

## **3 CODE OF CONDUCT**

---

### **INTRODUCTION**

This policy outlines the general standards of conduct and behaviour expected of all employees by the Company.

More specific standards of conduct are contained within individual policies throughout this handbook.

Failure to fully comply with all standards as outlined is viewed as serious misconduct which will result in disciplinary proceedings and may result in the termination of your employment without notice.

### **YOUR RESPONSIBILITIES**

You are expected to properly perform your duties and treat all colleagues and clients with honesty, respect and courtesy.

More specifically, the Company has the following specific requirements:

#### **i) Attendance**

You must arrive at work on time and be ready to start work at your nominated start time and work up until your nominated finished time. In the event that you require time off work, or are unable to attend work on a particular occasion, you are expected to fully comply with the Leave and Absence Policy.

When you are at work it is expected that your phone, MP3 player or any other device is stored away and only accessed during your authorised break, unless with the prior consent of management.

#### **ii) Professional Conduct**

You must exercise all proper skill and care in the performance of your duties together with maintaining adequate levels of professional standards in the quality of your work.

#### **iii) Flexibility**

You are expected to be flexible to a reasonable extent in relation to your hours of work, and the nature of your duties performed, in order to meet the needs of the Company.

#### **iv) Confidentiality**

You are expected to keep confidential, both during your employment and after its termination, any and all information whatsoever relating to the Company, any related entity, and any of its customers and clients other than that which is already in the public domain.

**v) Conflict of Interest**

You may not be involved, employed or engaged in any activity which may or is likely to create a conflict of interest. In addition to this general obligation, you are expected to seek the Company's express permission, which shall not be unreasonably refused, before undertaking any additional employment.

**vi) Health and Safety**

You are expected to fully comply with any health and safety laws applicable to the type and location of your work. You should familiarise yourself with the specific health and safety rules and requirements of the workplace, or that of a client or customer from whose premises you may be working. In complying with all health and safety responsibilities you are required to wear any PPE equipment as required or directed.

**vii) Smoking**

Smoking may not be permitted on work sites. You must adhere to all relevant client site-specific policies and procedures regarding smoking. Smoking is only permitted in designated breaks and in designated smoking areas. Any breach of this policy will result in disciplinary proceedings.

**viii) Personal and Property Searches**

The Company may from time to time in response to a legitimate concern or allegation received, request to search your person, belongings, baggage, locker or vehicle in the presence of a witness. Failure to consent to this request will be viewed as misconduct in and of itself and may result in the Company contacting the relevant authorities to conduct the search on its behalf.

**ix) Company Property**

Company property shall not be used for personal use without the express prior permission of management. You are expected to use appropriate levels of skill and care when using company property and equipment. Any damage to, or loss of Company property which is caused by your carelessness or negligence is viewed as serious misconduct and will result in disciplinary proceedings and may result in the termination of your employment without notice.

## **SERIOUS MISCONDUCT**

The following list of behaviours is considered to be serious misconduct by the Company which will result in disciplinary proceedings and is likely to result in the termination of your employment without notice. This list is not exhaustive, but shall include:

- wilful or deliberate behaviour which is inconsistent with the continuation of the contract of employment;
- conduct which causes a serious and imminent risk to a person's health and safety;
- conduct which causes a serious and imminent risk to the reputation, viability or profitability of the Company;
- theft;
- fraud;
- assault;
- acts of violence or aggression;
- being intoxicated at work or while undertaking your duties;
- being in the possession, or under the effects, of illegal drugs or substances;
- failure to carry out a lawful direction of the Company;
- serious dishonesty;
- falsification of Company documentation;
- unauthorised absence from the workplace;
- sleeping during working hours;
- bullying, harassment, victimisation or discrimination;
- wilful or negligent damage to property;
- serious insubordination;
- serious or gross negligence;
- bringing the Company into disrepute; and
- breaches of confidentiality including the unauthorised accessing or copying of information.

## **4 DISCIPLINARY POLICY**

---

### **INTRODUCTION**

The Company is committed to ensuring that a fair and transparent process is undertaken in the event that your conduct or performance is unacceptable.

This policy outlines the process which is to be adopted in such circumstance. Nothing within this Policy will prevent the Company from addressing minor issues of conduct or performance in an informal manner.

### **YOUR ENTITLEMENTS**

All full-time, part-time and regular casual employees are subject to this Disciplinary Policy. However, if you have less than 6 months continuous service, the Company reserves the right to discipline or dismiss you without first following a disciplinary process as outlined within this policy.

All disciplinary proceedings will be conducted fairly, objectively and without undue delay.

You will be entitled to have a support person, other than a legal practitioner acting in a professional capacity, present at any formal disciplinary meeting.

### **YOUR RESPONSIBILITIES**

At the commencement of a disciplinary process, the Company will consider the appropriateness of suspending you from your employment pending the outcome of an investigation or the disciplinary process.

Suspension is not a disciplinary sanction in itself.

In the event that the Company does elect to suspend your employment, any period of suspension will be kept to a minimum and you will continue to receive your full entitlements and benefits, including pay, during this period of suspension.

During any period of suspension, you should remain at home and be ready to respond to the further instructions of management. While suspended, you should not contact any employee, attend any business premises or access any Systems without the prior approval of management which shall not be unreasonably refused.

You are expected to actively participate in any investigation or disciplinary procedure including the prompt attendance at any scheduled meeting. Failure to actively participate in any process without a valid reason will be viewed as misconduct in and of itself and may result in additional disciplinary action and/or a decision being made in your absence.

### **PROCEDURE**

If your performance or behaviour is unacceptable, you may be subject to disciplinary action.

#### **i) Disciplinary Process**

The Company will appoint a suitably experienced manager to conduct the disciplinary process. Where appropriate, the Company may also engage suitable external consultants and/or advisers to assist with any disciplinary matter.

It should be noted that the disciplinary process is at all times an internal matter and as such the exact nature and conduct of any disciplinary proceeding is an issue for the determination of the particular manager appointed to undertake the process.

The investigating manager's decision shall be final without any further right of appeal.

The Company's disciplinary procedure may, as appropriate, include the following:

- a preliminary investigation of the alleged conduct or performance;
- consideration of the appropriateness of suspension during the investigation and/or disciplinary process;
- a meeting at which time the allegations will be explained to you and an opportunity provided for you to provide a full and detailed response;
- a further investigation as considered necessary and appropriate in the circumstances for the investigating manager to make a determination upon the matter.

**ii) Disciplinary Outcome**

The investigating manager will be responsible for making a determination upon the matter, including any resulting disciplinary sanction, which shall be communicated to you in writing.

Any disciplinary sanction will depend upon the severity of the misconduct and any mitigating factors.

The disciplinary sanction, if any, may take the form of one of the following:

- a verbal warning;
- a first or final written warning and a notation on your record of employment;
- suspension, with or without pay, from assigned duties;
- dismissal with notice;
- dismissal without notice in response to matters of serious misconduct;

## 5 DRESS POLICY

---

### INTRODUCTION

You are expected to maintain an acceptable standard of presentation which promotes a professional image both internally and externally.

The Company adopts a practice of 'business appropriate attire'. It is up to you to determine the level of formality required of your dress, depending upon a variety of factors including your activities and schedule, client expectations, and the expectations of the local business community.

### YOUR ENTITLEMENTS

If you are required to wear a uniform this will be provided to you by the Company.

You will be advised of any special items of clothing which you are required to wear or purchase. Where you are required to buy specific items, other than general items of clothing, you will be reimbursed for such items upon the presentation of a receipt provided that such costs are reasonable.

### YOUR RESPONSIBILITIES

You are expected to present for work at all times with a professional and neat appearance.

More specifically, you must ensure that you comply with the following requirements:

#### Company Uniform

You are required to present for work wearing all nominated items of uniform. In particular you are specifically required to:

- Ensure you and your uniform are clean and presentable at all times;
- wear the uniform at all times during working hours;
- treat the uniform with care, ensure the uniform is replaced if it becomes faded, ripped or torn; and
- hair should be worn in a neat and tidy fashion and be of a discrete and professional colour and style. If Work Health and Safety rules require it, long hair should be worn tied back;

### PROCEDURE

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.

At the cessation of your employment all items of uniform must be returned in good condition as soon as reasonably practicable.

## 6 DRUGS AND ALCOHOL POLICY

---

### INTRODUCTION

The use of drugs or alcohol jeopardises a safe work environment.

The Company recognises its responsibility under health and safety legislation to provide a safe work environment for all employees, contractors and visitors and as such prohibits drugs and alcohol within the workplace.

The Company is non-judgmental in regard to an individual person's private activities, but requires all employees, contractors and visitors to comply with this policy and any associated procedure whilst on site or while performing their duties.

Non-compliance with this policy is viewed as serious misconduct and will result in disciplinary proceedings which may result in the termination of your employment.

**Drug and Alcohol** means substances, which when taken into the body alter the way the body functions physically and/or psychologically.

**Prescribed Medication or Drugs** means any substance prescribed by a medical practitioner that has specific work related restrictions or instructions associated with its use.

### YOUR ENTITLEMENTS

You are entitled to a safe workplace.

You are entitled to conduct yourself in your private life as you wish, provided that this does not affect your performance at work.

You may be allowed to consume alcohol at certain company events, but you should at no time be drunk or behave in a manner which is inappropriate.

### YOUR RESPONSIBILITIES

You must not attend or perform work while under the influence of drugs or alcohol. Please be aware that drugs or alcohol may remain in your system and impair your behaviour some time after they are taken and the immediate effects have worn off.

If you are taking any Prescribed Medication or Drugs, you must advise management so that it can be determined whether it is safe for you to work and whether any specific modifications need to be made. You may be required to produce a medical certificate stating that you are fit for work or specifying any restrictions.

When attending functions as part of your work, you must be aware that you are a representative of the Company, act in an appropriate manner, and adhere to the Code of Conduct at all times.

If you notice that another employee may be affected by drugs or alcohol, you must immediately notify management so that appropriate action can be taken.

## **PROCEDURE**

If you are believed to be under the influence of drugs or alcohol at work, you will be required to cease work immediately and sent home. Any resulting time off will be unpaid leave.

If you are suspected of being under the influence of drugs or alcohol at work, particularly following any accidents or incidents, you may be required to submit to drug and alcohol testing. The purpose of testing is to determine whether you were impaired by drugs or alcohol at the relevant time.

### **1. DRUG AND ALCOHOL TEST PROGRAM**

#### **Substances to Test**

1.1. The program includes testing for the following substances:

- a) Alcohol
- b) Opiates
- c) THC (Marijuana)
- d) Cocaine
- e) Benzodiazepines
- f) Amphetamines
- g) Methamphetamines

#### **Timing of Testing**

1.2. The program testing options include:

- Pre-employment testing (as per employee pre-employment requirements)

#### **Random Testing**

1.3. Random drug and alcohol testing will be conducted periodically (at least once per month), involving all Workers (including employees, contractors and visitors) on the project, including site office staff.

1.4. Workers will be selected for testing using a random selection process.

#### **For Cause Testing**

1.5. For cause testing may be carried out for any of these scenarios:

- An individual or group of individuals' fitness for work may have been a contributing factor in an incident.
- There is a direct observation or indication of impairment or unusual behaviour or actions by the individual.
- Evidence or reason to believe the individual is involved with the use of alcohol or other drugs while at work.
- Where safety precautions or processes may have been breached by the individual.

#### **Testing Requirements**

1.6. The following test requirements will be adhered to by the person/s conducting the testing, whether an independent provider or suitably qualified internal Testing Officer:

- a) Alcohol testing equipment will be, tested and calibrated according to the manufacturer's instructions and certified to AS 3547:1997, breath alcohol testing devices for personal use.
- b) Urine or oral fluid testing will be conducted for drug screening.
- c) Screening results will not be used for disciplinary purposes unless confirmatory testing has been undertaken in accordance with the relevant Australian standard.

- d) When an individual is selected for testing for any reason defined within this policy they must immediately proceed to the testing station. They may not leave the site for any reason and must cooperate fully with any reasonable instructions given by the authorised Testing Officer.
- e) Unless medically required, no food or drink is to be consumed for 15 minutes prior to the initial screening test. While waiting for testing, the Worker is to be supervised at all times.
- f) Testing of a worker under the age of 18 years must be authorised by an appropriate parent or guardian.
- g) All confirmatory drug testing is to be conducted by an accredited laboratory in accordance with AS 4760:2006.

### **Refusal to Test**

1.7. The following steps should be undertaken if a Worker refuses to take an initial screening test for alcohol or drugs:

- 1. The Testing Officer will inform the Worker who has refused the test that the refusal will have the same consequences as a non-negative result ("fail"), i.e. that the Worker will be deemed to be unfit for work.
- 2. If the Worker still refuses, the Testing Officer will notify the Worker's Supervisor/Employer or the Project/Site Manager of the refusal to take the test. This person should consult the Worker regarding the requirements, process and consequences of refusing to test and encourage them to partake in the test. This would be the second and final request to be tested.
- 3. If the Worker still refuses, the refusal will be treated as a confirmed positive (fail) result, and they will be subjected to the actions noted in 'Alcohol Testing', 'Drug Testing' and 'Disciplinary Action' in this policy.
- 4. All reasonable assistance is to be offered to ensure the Worker can make their way from the workplace to a safe location without harm (i.e. taxi, lift from a friend or Supervisor). An agreed leave of absence arrangement with their employer or loss of pay is to apply.

1.8. In order to return to work, the Worker is required to provide evidence of their Fitness for Work. A confirmed negative (pass) drug test consistent with the intended test type ie urine or oral, along with a letter confirming the negative result from their GP is required to be presented upon arrival at the Workplace.

1.9. Note that in order to provide a confirmed negative (pass) test, the test must be conducted by a medical practitioner, the sample/s analysed by a NATA approved laboratory and a letter from the medical practitioner must confirm the result. The liability for all costs associated with the provision of the confirmed negative (pass) result remains with the worker.

### **Tampering**

1.10. Any attempt to tamper with samples and introduce, or alter the concentration of alcohol or other drugs in their own, or another's saliva or breath will constitute a serious breach of this process and may be dealt with by removing the Worker from the Workplace. Workers proven to have engaged in this activity will be subject to disciplinary action up to and including termination of employment.

### **Test Results**

#### **Alcohol Testing –**

1.11. Following the completion of an Initial Screening Test, results shall be interpreted as follows:

- a) Workers recording a 0.00% BAC reading [a negative (pass) result] are permitted to return to work immediately.
- b) Workers recording a BAC result above 0.00% up to and including 0.02% BAC [a non-negative ("fail") result] are required to stand down and will be required to complete a Confirmatory Test 20 minutes after the Initial Screening Test or at the discretion of the Testing Officer.

- i. Where a Worker refuses to complete the Confirmatory Test and elects to leave the workplace they are to do so in an agreed leave of absence arrangement with their employer or loss of pay is to apply.
  - ii. Where a Worker completes the Confirmatory Test and a result of 0.00% is obtained [a confirmed negative (pass) result], they are permitted to return to work immediately. No loss of pay is to apply.
  - iii. Where a Worker completes the Confirmatory Test and a result greater than 0.00% is obtained [a confirmed positive (fail) result] they are NOT permitted to return to work and will be required to leave the workplace as soon as possible. An agreed leave of absence arrangement with their employer or loss of pay is to apply. Counselling and rehabilitation is to be offered to the individual.
- c) Workers recording a BAC result of above 0.02% [a non-negative (“fail”) result] are NOT permitted to return to work. A Confirmatory Test will be completed immediately to confirm the test result. The Worker will be required to leave the Workplace as soon as possible. An agreed leave of absence arrangement with their employer or loss of pay is to apply. Counselling and rehabilitation is to be offered to the individual.
- 1.12. Workers who are required to leave site or elect to leave due to an initial screening test non-negative result or a confirmed positive (fail) alcohol breath test are required to present for testing their following shift to meet the fitness for work requirements. The worker is not permitted to return to work until a confirmed negative (pass) result is obtained.
- 1.13. All reasonable assistance is to be afforded to ensure an affected person can make their way from the Workplace to a safe location without harm (e.g. taxi, lift from a friend or Supervisor, etc).

### **Drug Testing**

- 1.14. Workers selected for drug testing will be asked to disclose any use of drugs including prescription and over the counter medication prior to testing.
- 1.15. The allowable level of detectable prohibited substances for Workers at the Workplace is to be determined in accordance with the relevant Australian Standard. Threshold levels for on-site initial and subsequent confirmatory testing are derived from AS 4760:2006.
- 1.16. Following the completion of an Initial Screening Test, results shall be interpreted as follows:
- a) Workers recording a negative result (pass) are permitted to return to work immediately.
  - b) Workers recording a non-negative result (“fail”) will NOT be permitted to return to work and are required attend a company nominated medical provider to provide a urine sample under controlled conditions, for confirmatory testing at a NATA accredited laboratory.
- 1.17. The Worker will be required to leave the workplace as soon as possible.
- 1.18. If the Worker refuses to provide a sample consistent with the original test type, ie urine or oral, for confirmatory testing then the process in **‘Refusal to Test’** will apply
- i. Where confirmatory test results provide a negative result (pass) for prohibited drugs, the Worker is permitted to return to work. No loss of pay or disciplinary action is to apply.
  - ii. Where confirmatory test results verify the initial screening test positive result (fail) the Worker is NOT permitted to return to work. An agreed leave of absence arrangement with their employer or loss of pay is to apply.
- 1.19. **A confirmed negative (pass) drug test result consistent with the original test type must be obtained before the individual can return to work.** Any Worker who was required to leave the workplace for non-compliance, is required to supply the results of a confirmed negative (pass) drug test prior to re-commencing work.
- 1.20. Note that in order to provide a confirmed negative (pass) drug test, the test must be conducted by a medical practitioner, the sample/s analysed by a NATA approved laboratory and a letter

from the medical practitioner must confirm the result. The liability for all costs associated with the provision of the confirmed negative (pass) result remains with the worker.

1.21. Workers declaring the use of particular prescribed drugs or medication prior to an Initial Screening Test are required to discuss with the Testing Officer the likely effects of the substance on the test results.

1.22. All reasonable assistance is to be afforded to ensure an affected person can make their way from the Workplace to a safe location without harm (e.g. taxi, lift from a friend or Supervisor, etc).

•

## **2. DISCIPLINE**

2.1. The following sets out the action which may be taken when a Worker returns a confirmed positive (fail) result to an alcohol or drug test. In circumstances where the breach is of a more serious nature or a delinquent breach, the PC has the discretion to take action which does not conform to the process below and may result in termination.

2.2. The following process steps shall be applied:

### **First Occasion**

2.3. A worker who has received a confirmed positive (fail) test for alcohol or drugs will be:

- a) Offered support for rehabilitation through an appropriate provider
- b) Informed of the consequences of testing positive and their obligations to present, or remain in a fit state
- c) Given a final warning which will be placed on the employee's file.
- d) Required, when requested, to undertake alcohol and drug testing in the following 2 months month as a minimum on a weekly basis.

### **Second Occasion**

2.4. A worker who has received a confirmed positive (fail) test for alcohol or drugs will be required to show cause why their employment should not be terminated.

•

## **3. MEDICATIONS**

### **Prescription Medication**

3.1. Workers who are taking prescription medication which might affect their ability to undertake any kind of work safely should advise their Supervisor so the risks can be managed.

3.2. Workers taking medication should consult their medical practitioner regarding the potential effects of the medication. During this consultation workers should explain their work duties to the medical practitioner in order to determine if their ability to work safely will be adversely affected by the medication. Any directions or warnings on the medication should also be read carefully and followed.

3.3. It is recommended that workers obtain a medical clearance letter from their medical provider outlining this information so an accurate fitness for work assessment can be made on site.

### **Over-the-Counter Medication**

3.4. Wherever possible workers should ask the pharmacist about the short and long term effects of medication and whether or not their ability to perform their work duties safely may be affected by

the medication. They should also, whenever possible, select medication which will not cause side effects that may impact on their work.

- 3.5. Workers should always be alert to the fact that commonly taken medications, including antihistamines taken for allergies or as cold medicine, can cause drowsiness and impair the ability to work safely and may provide a positive drug test result.

### **Combining Medication**

- 3.6. Workers should be aware that combining different medications may alter the intensity or the effect of the medication. It is advisable for workers to seek advice from their medical practitioner or pharmacist about any possible side effects arising from mixing medications.
- 3.7. Combining medication and alcohol may also alter the side-effects of medication and affect an individual's ability to work safely.

### **Testing**

- 3.8. Any Worker required to participate in drug testing is obliged to declare any medication taken immediately prior to the test being conducted. Such information will be kept confidential and only used in determining if such medication has contributed to or caused a non-negative ("fail") result.
- 3.9. If the Worker declares the medication prior to any testing being conducted, and the drug class declared is consistent with the drug class detected at the initial screening test, then the worker may continue work, but will be required to provide a sample to be sent for confirmatory testing. If the levels determined in the confirmatory test match the prescribed dosage then no disciplinary action will be taken. If the levels do not match, then the disciplinary process will be followed.
- 3.10. If the Worker did not declare the medication prior to the testing being conducted, or if the drug class declared is inconsistent with the drug class detected then the Worker will be assessed as unfit for work. The Worker is NOT permitted to return to work until a confirmed negative (pass) drug test is returned or sufficient evidence is provided by a medical practitioner outlining the medication taken (consistent with the drug test result) and the effects on fitness for work. Disciplinary action may also be undertaken for breach of this process.

If you are found to be affected by drugs or alcohol at work it will be viewed as serious misconduct which will result in disciplinary proceedings and may result in the termination of your employment without notice.

Any breaches of this policy will result in disciplinary action as set out in the Disciplinary Policy.

## 7 EQUAL OPPORTUNITY AND DIVERSITY POLICY

---

### INTRODUCTION

The Company is an equal opportunity employer and aims to provide a workplace that is free from discrimination on the grounds of protected characteristics, including race, colour, sex, sexual preference, age, physical or mental disability, marital status, family or carer's responsibilities, pregnancy, religion, political opinion, national extraction or social origin, in addition to any other characteristics protected by state or federal legislation.

### YOUR ENTITLEMENTS

You are entitled to a workplace that is safe and free from discrimination of any kind.

You are entitled to have all aspects of your work assessed based on merit and have access to workplace opportunities or benefits in accordance with your performance.

Where you believe you have been discriminated against, we urge you to raise this informally at first instance with management who will pursue this matter further.

However, if you feel unable, or believe that it is inappropriate to raise the matter informally with management, you can address the matter formally in accordance with the Grievance Policy as contained in this handbook.

The Company will take all reasonable steps to ensure that fair, non-discriminatory decisions are made in respect to workplace opportunities and benefits, including:

- training and development opportunities;
- promotional opportunities;
- work allocation, shifts, rosters, hours of work and overtime;
- salary levels and packages;
- leave arrangements (of all types);
- pregnancy arrangements and maternity and parental leave; and
- performance assessment.
- 

To ensure this occurs at all levels, management are responsible for ensuring that:

- all employees and participants in the workplace understand this policy, and act in a manner which is consistent with this policy and the Code of Conduct; and
- fair and non-discriminatory decisions are made at all times, including when recruiting or promoting employees.

Where the conduct of an employee or participant in the workplace is inconsistent with this policy, appropriate action will be taken by the Company.

## **YOUR RESPONSIBILITIES**

Direct discrimination occurs where one person is treated less favourably than another because of a discriminatory characteristic.

Indirect discrimination occurs where an unreasonable requirement, rule or policy unfairly disadvantages a person or group with a discriminatory characteristic.

The Company does not tolerate discrimination in the workplace and will take all reasonable steps to ensure that employees, contractors, clients, customers and others in the workplace are treated fairly and without regard to discriminatory characteristics.

The Company is likewise committed to ensuring that all employees and prospective employees have equal employment opportunities and are encouraged to make full use of their particular skills and abilities.

You are responsible for ensuring your own behaviour does not discriminate against others, either directly or indirectly.

It is your responsibility to respect the rights of others and never get involved in or encourage discrimination of any kind.

## **PROCEDURE**

Where you witness behaviour that you believe amounts to discrimination, or otherwise believe on reasonable grounds that discrimination is occurring in the workplace, you are required to report this directly to management as soon as possible.

Any such report which will be treated in the strictest of confidence. However, any report which is misleading or vexatious will be viewed as serious misconduct in and of itself which will result in disciplinary proceedings and may result in the termination of your employment without notice.

## **8 EXPENSE POLICY**

---

### **INTRODUCTION**

This policy aims to provide guidance in relation to claiming work related expenses.

### **YOUR ENTITLEMENTS**

Where expenses are incurred by you in the course of your duties, you are entitled to have these expenses reimbursed in accordance with this policy. The policy below is separate and such travel reimbursements are usually covered in your applicable award.

Where you are required to travel as part of your duties, you are also entitled to claim related expenses including travel, accommodation and meals that relate to such travel in accordance with this policy.

### **YOUR RESPONSIBILITIES**

You are required to ensure that any work related expenses incurred are reasonable in the circumstances. Pre-approval is preferred.

You are required to obtain a tax invoice/receipt for all expenses incurred, with copies provided to the payroll officer.

You are responsible for ensuring that all expenses claimed by you are reasonable and legitimate. Any attempt to falsify expenses, or otherwise claim expenses that are not work-related, is viewed as serious misconduct which will result in disciplinary proceedings and may result in the termination of your employment without notice.

### **PROCEDURE**

Work related expenses will only be reimbursed where the procedure set out below is followed.

When seeking reimbursement for work related expenses, you are required to submit this to management for approval along with a copy of invoices/receipts with your timesheet.

Once approved, reimbursement for expenses incurred will be deposited directly into your nominated bank account.

### **i) Account Cards**

You may be issued with a company account card which is strictly provided for legitimate business purposes.

You are responsible for ensuring the security of the credit card and any expenses incurred on the credit card which are not work-related may be deducted from your pay.

Any unauthorised or illegitimate usage of a Company credit card is viewed as serious misconduct and will result in disciplinary proceedings which may result in the termination of your employment without notice.

### **ii) Circumstances in which an Expense Claim may be Refused**

The reimbursement of any expenses incurred may be refused in certain circumstances, including:

- where no invoice/receipt is provided;
- where expenses incurred are considered by the Company to be unreasonable, unnecessary or excessive;
- where expenses are incurred without the prior authorisation of management where specifically required; and
- failure to follow this procedure for claiming expenses.

## **9 FLEXIBLE WORK POLICY**

---

### **INTRODUCTION**

This policy aims to provide guidance in relation to participation in flexible work practices.

### **YOUR ENTITLEMENTS**

If you have a child under school age or a child under 18 who has a disability, you can request flexible working arrangements.

For all other employees, the Company will consider requests made for flexible work arrangements on a case by case basis taking into account its operational requirements including, but not limited to, such matters as hours of operation, number of staff and client needs.

Flexible work arrangements may include part-time work, job sharing, leave without pay, career break, part-year employment, variable-year employment, working from home, varying flexible hour's arrangements and short term absences for family responsibilities.

### **YOUR RESPONSIBILITIES**

You should be flexible in your approach to work any requests made by the Company regarding working arrangements. Any applications for flexible working arrangement must be made in accordance with the process below in order to be considered by the Company.

### **PROCEDURE**

When seeking flexible working arrangements you should do so in writing.

The request should fully outline the following details:

- the proposed change(s) to your current working arrangements;
- the reasons for the change(s);
- the date of commencement of the proposed change(s);
- the intended period of time that the arrangement(s) will be in place; and
- any other information which is considered relevant.

The Company will generally respond in writing to your request within 21 days. The Company will advise in writing if the request is approved. The Company will likewise advise in writing if the request is not approved, together with the reasons for the refusal.

If you make an application for flexible work which is subsequently refused, the application will not be considered again until there has been a material change in circumstances either in relation to the Company or yourself.

An application made on the basis of material change in circumstances should also address and outline the nature of the particular change.

## 10 GRIEVANCE POLICY

---

### INTRODUCTION

The aim of this policy is to provide you with a procedure in which to raise grievances, including those about harassment or discrimination, with a view to resolving those issues.

A grievance is a serious concern or dispute in relation to work, or matters arising within the workplace which cannot be simply resolved by management and will be dealt with in accordance with this policy.

You may, however, have less serious complaints which should be referred to management at first instance.

The Company expressly reserves the right to deal with any complaints as it sees fit on a case by case basis. The Company may also, at its sole discretion, decide that a matter raised by an employee is more properly categorised as a complaint and deal with it as such.

This policy explains what to do if you have a grievance. Any grievance raised will be treated in confidence, and can be made without fear of reprisal.

### YOUR ENTITLEMENTS

Where you have a grievance, you are entitled to have this matter addressed in accordance with the procedure set out below.

There are two ways in which you may try to resolve your grievance:

- through an informal resolution procedure, aimed at trying to resolve the grievance rather than proving whether or not the conduct complained of occurred; or
- through a formal resolution procedure, aimed at determining whether the matter complained of did in fact occur and taking appropriate action.

Although the Company encourages you to attempt to resolve any grievances informally at first instance, it is recognised that this may not always be possible or appropriate in the circumstances. You may elect at any time to commence the formal resolution process outlined below.

### YOUR RESPONSIBILITIES

Where you have a grievance that you would like to raise, you are required to do so promptly and in accordance with procedure outlined below.

You are required to maintain confidentiality, disclosing details of the grievance only to those directly involved in the complaint or grievance and its resolution.

Further, you are required to cooperate with any management investigation into your grievance and attend meetings as directed by the Company.

## **PROCEDURE**

The specific procedures for raising and addressing grievances include:

### **i) Informal Resolution Procedure**

If you can, and you feel comfortable doing so, try to resolve your grievance yourself with the person or people involved by approaching them directly.

You are encouraged to talk with management if at any time you are not sure how to handle the problem yourself or you just want to talk confidentially for further information and guidance.

You can also ask your manager to informally approach the person complained of. This will involve a supervisor or manager confidentially discussing the matter, reminding the particular employee about our workplace policies and instructing them not to repeat the behaviour again.

Please note that this will not involve any investigation into the complaint as such action is aimed at resolving the grievance quickly and efficiently. If you would like an investigation conducted you will need to proceed to the formal resolution procedure.

### **ii) Formal Resolution Procedure**

If you would like to lodge a formal grievance that will be investigated, you will need to submit to management the details of your grievance in writing, along with any evidence you may have in respect of your grievance.

If your grievance is against your manager, or you are uncomfortable lodging this with your manager, you should submit this to another more senior manager.

Management will then convene a meeting with you to obtain further details relating to your grievance, including the nature and full particulars of the grievance.

After this meeting, the Company will investigate your grievance as appropriate. All the facts available will be considered prior to making a decision upon your grievance. The Company will make all reasonable efforts to deal with formal grievances in a fair and consistent manner.

You will be advised in writing once a decision has been made upon your grievance. All decisions will be final.

Any grievances which are considered as vexatious are viewed by the Company as serious misconduct in and of itself and will result in disciplinary proceedings and may result in the termination of your employment without notice.

# 11 LEAVE AND ABSENCE POLICY

---

## INTRODUCTION

This policy aims to provide guidance on all types of leave entitlements and absences from work, except parental leave, the process of applying for leave and the notification of absences.

## YOUR ENTITLEMENTS

### i) Annual Leave

Full-time employees are entitled to four weeks' paid annual leave for each year of continuous service. Part-time and fixed-term employees are entitled to this entitlement upon a pro-rata basis. Casual employees are not entitled to paid annual leave.

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

If your employment is not subject to an award or agreement, you may only cash out leave with the express approval of the Company and where any such agreement will not result in your annual leave accrual falling below four weeks.

### ii) Personal/Carer's Leave

Full-time employees are entitled to 10 days of paid personal leave for each year of continuous service. Part-time and fixed-term employees are entitled to this entitlement upon a pro-rata basis. Casual employees are not entitled to paid personal leave.

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

### **iii) Unpaid Carer's Leave**

If your entitlement to personal leave is exhausted, you may take 2 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 sudden or unexpected personal illness or personal injury affecting the member; or
- a sudden or unexpected emergency affecting the member.

### **iv) Compassionate Leave**

Full-time and part-time employees are entitled to 2 days' paid compassionate leave for each occasion when a member of your immediate family or a member of your household:

- 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.

### **v) 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, jury service and volunteer fire fighting.

Other than for the first two weeks of jury service leave, where the Company will top up the pay of a permanent employee, community service leave is unpaid.

### **vi) 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.

## **YOUR RESPONSIBILITIES**

All leave, with the exception of community service leave and personal/carer's and compassionate leave, must be applied for at least four weeks in advance.

If you are seeking a period of extended leave (four weeks or more), you may need to give more than four weeks' notice to enable the Company to plan for your absence.

In the case of unexpected absences, you must advise management as soon as reasonably possible, as set out in procedure below.

Where evidence is required to validate your leave, e.g. a medical certificate for personal leave, you must produce this evidence as soon as reasonably practicable after the leave is sought. Any delay in producing the evidence sought may delay the payment of leave.

Where you are absent on personal/carer's, worker's compensation or unpaid leave for an extended period of time, you must ensure that you keep in touch with the Company and advise of any changes in your health or personal circumstances. During this time, the Company may require you to attend meetings on reasonable notice.

## **PROCEDURE**

### **i) Annual Leave, Long Service Leave, Unpaid Leave and Stand Down**

You should apply for annual leave and long service leave using a leave application form and provide it to your manager for approval at least four weeks prior to the date you intend to commence leave.

The Company reserves the right to refuse any leave request owing to the needs of the business.

If you do not have enough leave accrued to cover the period requested, unpaid leave may be granted in exceptional circumstances at the sole discretion of management.

Please note that the Company may close down between Christmas and New Year. You will be notified in advance if this is the case and the appropriate leave will be deducted from your annual leave entitlement. If you have insufficient annual leave accrued, this period of leave will be unpaid.

You may also be required to take annual leave if you have more than 40 days' leave accrued.

Any agreements to cash out leave must be in writing.

You may be stood down without pay if there is a breakdown in equipment which is beyond the control of the Company, or in response to any other stoppage of work which is beyond the control of the Company, including natural disasters.

### **ii) Personal/Carer's, Compassionate and Community Service Leave & Lateness**

You are required to contact management (or such other persons nominated by the Company from time to time) as soon as practicable by telephone and advise of your inability to attend work and the likely length of your absence. Notification by text message or email is strictly prohibited except in extraordinary circumstances.

If your absence is due to personal illness or injury or as carer's leave, the Company is entitled to require sufficient evidence to support your personal/carer's leave for each and every absence. In particular, a medical certificate or statutory declaration is required if you:

- on any occasion you are accessing paid personal/carers leave
- take a day on either side of a weekend or public holiday.

The Company may also request that you provide sufficient evidence for these purposes where it considers you have taken excessive personal leave or patterns of leave.

If you fail to provide a medical certificate or statutory declaration in accordance with the above, you will not be paid for your absence and may be subject to disciplinary action.

You should apply for leave using the appropriate leave request form and provide it to management for approval at the earliest opportunity.

## 12 MOTOR VEHICLE POLICY

---

### INTRODUCTION

The Company provides motor vehicles for use by some employees so as to enable them to perform their duties. This policy regulates the use of these vehicles.

### YOUR ENTITLEMENTS

If the Company has provided a motor vehicle to you to enable you to perform your duties, you are entitled to use that vehicle in accordance with this policy.

### YOUR RESPONSIBILITIES

It is your responsibility to ensure that you comply with this policy at all times when operating a Company motor vehicle.

You are also responsible for ensuring that any of your passengers also comply with the terms of this policy, as relevant, and that only authorised drivers drive Company motor vehicles.

You must, at all times, ensure you drive in a safe manner.

You must, at all times while driving Company motor vehicles, observe and obey the relevant road laws in the state or territory in which you are driving. Any breach of the road rules may result in disciplinary action.

If you are driving a motor vehicle with Company branding on display, you are representing the Company 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.

You must not drive Company motor vehicles in a manner which subjects the vehicle to any unnecessary or excessive wear and tear.

You are responsible for conducting regular inspections of the vehicle for any damage and reporting any damage to management.

You are responsible for the safety and security of any Company motor vehicle that you use. You must always secure the vehicle and its contents, and turn on any alarm system that is fitted to the car.

### PROCEDURE

#### **i) Driver's Licence**

In order to drive a Company motor vehicle you must be in possession of a valid driver's licence at all times.

You must submit a copy of your current driver's licence to management as directed.

If you become aware of any medical condition or impairment, or start taking any medications which may affect your ability to drive, you must immediately cease driving and notify the Company.

If you become aware of any suspension or cancellation of your licence which affects your legal right to drive, you must immediately cease driving and notify the Company.

If driving a vehicle is an inherent requirement of your role, any loss or suspension of your licence or the inability to drive a vehicle arising from any other reason, may result in the termination of your employment.

#### **ii) Authorised Drivers/Passengers**

Unless otherwise approved, only Company employees who have provided a copy of their current driver's licence to the Company are authorised to drive Company motor vehicles.

Unless otherwise approved, only employees, contractors, agents and clients/customers of the Company may be passengers in Company motor vehicles.

#### **iii) Personal Use**

In addition to business use, Company motor vehicles may be used for reasonable personal use.

When you take a period of authorised leave, or are absent from the workplace for an extended period, you may be directed to return the Company motor vehicle to the Company for the duration of the leave. You are required to comply with any such direction.

#### **iv) Maintenance/Condition of Vehicles**

The Company will register, insure and service all Company motor vehicles.

If Company motor vehicles are required to travel on toll-roads they will be fitted with an e-tag (or similar) at the expense of the Company.

You must ensure that Company motor vehicles are clean, free of rubbish and personal items at all times, and are safe and in good working order.

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

Smoking in Company motor vehicles is strictly prohibited.

You are required to return any Company motor vehicle immediately upon the termination of your employment for whatever reason.

#### **v) Driving Under the Influence of Drugs and/or Alcohol**

An authorised driver must not use a Company motor vehicle while under the influence of drugs or alcohol. This includes any prescription drugs which may impair your ability to drive.

The Company views any such acts as serious misconduct which will result in disciplinary proceedings and may result in the termination of your employment without notice.

#### **vi) Mobile Phones**

You must not use a mobile phone or other hand held device whilst driving, unless you are using it via an approved hands free device.

**vii) Fines, Infringements etc.**

Any fines or infringements, including speeding or parking tickets, incurred are the personal responsibility of the driver and will not be paid by the Company. This applies regardless of whether the fine or infringement was incurred in the course of your duties or otherwise.

**viii) Accidents/damage to Vehicles**

Where you are involved in any incident which results in damage to a Company motor vehicle, you are required to record details of the incident and obtain insurance details from any party involved in the incident.

Where possible, photos of the incident scene should be taken, along with photos of the damage sustained to the Company motor vehicle and any other vehicle or property involved in the incident.

The incident should be reported to management immediately.

If you, or any other person, have sustained an injury in an incident involving a Company motor vehicle, this must be reported to management immediately.

**ix) Loss or Theft**

In the case of theft of the Company motor vehicle, or any of its contents, both the police and the Company must be informed immediately. Full details of the contents of the car must also be given at this time.

Please note that personal belongings are not covered by the terms of the Company's insurance policy and the Company bears no responsibility for any loss or damage to personal items maintained in the Company motor vehicle.

**x) Insurance Excess**

The Company will hold and maintain an insurance policy for all Company motor vehicles.

In the event you are involved in an incident in a Company motor vehicle in the normal course of your duties, the Company will generally meet the costs associated with this incident.

The Company may not, however, meet these costs where you are driving the vehicle in a manner that is reckless, careless, negligent or in breach of any law. In this event, such costs may be deducted from your pay.

Likewise, where a breach of this policy in any way results in damage to a Company motor vehicle, the Company will not cover any costs associated with this incident. This includes where a Company motor vehicle is driven by a person who is not an authorised driver. Any such costs will be deducted from your pay.

Where you are involved in any incident whilst driving a Company motor vehicle for personal purposes, you will be responsible for paying for any damage to the vehicle and any others costs associated with the incident. These amounts will be deducted from your pay.

Any negligent action by the employee that impacts on the premium of the Company's policy, or prevents the employee from being insured, may result in the company vehicle being revoked, or prevent from a vehicle being offered.

**xi) 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 to register, insure and service all your motor vehicle.

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.

**xii) Fixtures, Fittings and Modifications**

No fixtures such as aerials, roof racks, towing apparatus or stickers may be attached to the Company motor vehicle without prior approval.

## 13 WORK HEALTH AND SAFETY POLICY

---

### INTRODUCTION

The health and safety of all employees, contractors and visitors are the highest priority and cannot be compromised.

To deliver on our commitment we will endeavour to:

- communicate our work health and safety policies and procedures to all employees and all others where appropriate to ensure they are aware of their obligations;
- comply with all applicable work health and safety laws, regulations and statutory obligations;
- comply with all applicable hygiene regulations;
- seek to achieve the personal commitment of all employees, subcontractors, suppliers and consultants to healthy and safe work practices;
- provide health and safety risk management systems and procedures that are relevant to the nature and scale of work undertaken;
- set measurable targets and seek to continually improve our health and safety performance; and
- periodically review our health and safety policies and procedures to maintain their relevance.

### YOUR ENTITLEMENTS

You are entitled to a safe workplace.

You will not be victimised or otherwise disadvantaged for raising genuine work health and safety issues.

### YOUR RESPONSIBILITIES

All employees must:

- comply with any and all state and federal work health and safety laws and hygiene regulations;
- not engage in behaviour that places other employees or customers at risk or places the company at risk of breaching its work health and safety duties; and
- report any unsafe behaviour immediately to management.

### PROCEDURE

If you have any concerns about safety or hygiene in the workplace you should raise them directly with management without delay.

If you are injured in the course of your work you must, as soon as reasonably practicable, report the incident directly to management. Any resulting worker's compensation claim must be made as soon as you become aware of the injury.

## 14 PARENTAL LEAVE POLICY

---

### INTRODUCTION

This policy sets out your entitlement to unpaid parental leave and the process to be followed in relation to applications for paid and unpaid parental leave.

The Company encourages parents to utilise all available parental leave benefits to ensure they return to work motivated and ready to once again contribute to the success of the Company.

### YOUR ENTITLEMENTS

Unpaid parental leave is available to eligible employees in connection with the birth of a child, or the adoption of a child under the age of 16.

Under the National Employment Standards (**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 Company on reasonable business grounds.

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 3 weeks of concurrent unpaid leave. Any other parental leave taken by the other parent will come out of the 52 weeks.

Leave may commence up to 6 weeks prior to the expected date of birth of the child and no later than the actual date of birth.

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.

The Company will make all reasonable adjustments during pregnancy to assist you in the performance of your work. You are requested to raise any specific concerns which you may have in relation to the impact of the working environment, or the performance of your duties, with management.

The Company will not discriminate against you or act detrimentally toward you in your employment because you are pregnant.

## YOUR RESPONSIBILITIES

You must give the Company at least 10 weeks prior notice of your intention to take unpaid parental leave. This can be done using the standard leave form.

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.

The period of unpaid parental leave can be altered only through mutual agreement with the Company up to four weeks prior to the indicated return date.

Any requests for an additional 52 weeks of unpaid parental leave must be made at least four weeks prior to the expiry of the original period of the unpaid parental leave. Any such request must specify:

- the period of parental leave you have so far taken; and
- any period of unpaid parental leave taken by the other parent.

All applications for federally funded paid parental leave should be made through the Family Assistance Office or any other nominated Government Department and not through the Company.

Employees may obtain further information regarding paid parental leave by contacting the Family Assistance Office on 13 61 50.

Upon return to work after a period of unpaid parental leave, you may wish to request different or more flexible working arrangements in order to care for your child. If so, please refer to the Flexible Working Policy within this handbook for further guidance upon the process.

## 15 TRAINING POLICY

---

### INTRODUCTION

The Company values the work that you perform and recognises that you play a crucial role in its success.

The Company is therefore committed to providing you with training and development to increase your skill set and abilities in your current role and, wherever possible, to assist in your career development.

Training and development opportunities may come in many different forms, which may involve internal or external training.

### YOUR ENTITLEMENTS

You are entitled and encouraged to participate in training in accordance with this policy.

### YOUR RESPONSIBILITIES

You are required to participate in internal and external training as directed by the Company.

When participating in training, you must ensure you meet all requirements of the training.

You must provide the Company with evidence of your satisfactory completion of training, e.g. certificates, awards etc.

### PROCEDURE

#### **i) Internal Training**

There are two forms of internal training: formal and informal.

The Company may, from time to time, provide formal internal training in the workplace. You may be required to participate in this training. You may also request to participate in such training if you feel this is directly relevant to your current role within the Company or would benefit your career progression within the Company.

In addition, the Company encourages you to engage in informal training on an ongoing basis. This may involve both participating in, and leading, informal training with your colleagues.

If there are any areas in which you feel formal or informal training is required in order to complete your role, you are encouraged to raise this with management.

#### **ii) External Training**

The Company may, from time to time, require you to participate in external training. Where this training is conducted outside of your normal work hours, you may be granted time off in lieu equivalent to the length of the course at the sole discretion of management and only where this is authorised in advance.

Alternatively, after 12 months' employment with the Company, you may request any of the following to facilitate your attendance at any external training that is directly relevant to your role with the Company:

- unpaid study leave;
- paid study leave;
- reimbursement of course costs; or
- flexible work patterns for the duration of the course.

Whether such requests are granted will depend entirely on the operational needs of the Company and the relevance of the proposed training to your current/future roles with the Company.

The Company retains final discretion to approve such requests and to impose any such conditions on approval as it may see fit in the circumstances. This may include:

- conditions on reimbursement, e.g. reimbursement of course costs subject to passing course and provision of evidence relating to this;
- requirement to enter into a written agreement to repay course costs if you leave the Company within a specified period after training; and
- requirement that the training is directly linked to a skills gap that has been identified in your team/department.

## 16 WORKPLACE PROCEDURES

---

### INTRODUCTION

This policy aims to provide guidance in relation to office procedures at the Company.

### PROCEDURE

#### i) Office Hours

The Company's office operating hours are Monday to Friday, 8am – 5pm.

Your normal hours of work will be outlined within your Letter of Offer or Contract of Employment, or through agreement with the Company.

You are expected to be present during your normal hours of work unless otherwise agreed in advance with management.

Any overtime must be authorised in advance by management.

Some employees will be required to complete time sheets. You will be advised of this at the commencement of your employment.

If you are required to fill in time sheets you must do so accurately, honestly and personally. You must not allow any other employee to fill in your timesheets and you must never fill in other employees' time sheets. If you are found to be filling in timesheets in a manner which contravenes this policy you will be subject to disciplinary action which may include the termination of your employment.

In the event that you will be late for any reason, you are to notify your manager in accordance with the Leave and Absence Policy.

#### ii) Access to the Office

Upon the commencement of your employment, you may be issued with various items of access to the premises.

All items of access are to be immediately returned upon the termination of your employment for whatever reason.

#### iii) Security Items

You may be given to keys and alarm codes (**Security items**) to enable you to perform your duties and are required to observe any procedures in relation to the use of Security Items. You are required to keep the Security items a safe and secure place at all times.

You are not permitted to share, copy or change Security items with anyone, unless with the prior approval of management.

Security Items must be reported to Management immediately in the event of their loss.

#### **iv) Company Property**

Upon the commencement of your employment, you may be issued with various items of company property to assist you with your duties.

You are expected to exercise all due skill and care in using and maintaining all items of company property. All damage or loss to company property is to be brought to the immediate attention of management.

Any wilful, reckless or careless loss or damage is viewed as serious misconduct and will result in disciplinary proceedings and may result in the termination of your employment without notice.

All items of company property are to be immediately returned upon the termination of your employment for whatever reason.

#### **v) Meal Breaks**

Depending upon the duration of your working day, you are entitled to a daily unpaid meal break which must be taken at agreed times, or as otherwise stipulated by management, in order to suit the needs of the business.

If you need to be absent from the workplace for more than standard meal break, approval from your manager should be obtained prior to this being taken. You will need to state the reason why you need to be away from the workplace, where you will be, and how you can be contacted.

#### **vi) Cleanliness**

You are responsible for keeping your immediate work area neat and tidy. You may be provided with kitchen facilities, it is your responsibility to clean up after yourself.

# ACKNOWLEDGEMENT FORM

---

I hereby acknowledge that I have received the Company's employee handbook.

I further acknowledge that I have read, understand and agree to abide by the policies and procedures outlined within this employee handbook.

Full name:

Signed:

Dated: