About Child Care Pty Ltd & A1 Fun Pty Ltd Employee Handbook

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1 INTRODUCTION

1.1 WELCOME

About Child Care Pty Ltd & A1 Fun Pty Ltd (**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 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.

1.5 ACCESS TO AWARD AND THE NATIONAL EMPLOYMENT STANDARDS

Where relevant, an electronic copy of the award and the National Employment Standards (**NES**) are available on request.

2 JOINING THE ORGANISATION

2.1 INDUCTION

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

2.2 PROBATIONARY PERIOD

The length 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.

2.3 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 JOB DESCRIPTION

You may be provided with a job description to help illustrate your role. Amendments may be made to your job description from time to time in relation to the Employer's changing needs and your own ability.

2.5 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.

2.6 AVAILABILITY

Availabilities are to be provided to the Employer in writing. Any changes to your availabilities must be provided to management in writing. Changes to casual staff availability may result in less hours being offered and changes to permanent availability may only occur by agreement with the Employer.

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.

2.10 CHILD PROTECTION

The Employer takes very seriously its responsibility towards providing a safe and caring environment for all children and believes that the safety of all children is paramount at all times.

It is imperative that we strive to always protect a child's right to be safe from abuse of any kind, and to take all necessary steps to achieve this fundamental objective.

3 REMUNERATION AND HOURS

3.1 ADMINISTRATION

i) Payment

Wages are processed weekly on Monday and will normally arrive in your bank account by Thursday, depending on your bank. Wages will be paid in arrears.

You will receive a payslip 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 and 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) Overtime

Where you feel that additional hours are 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 TIME RECORDING

You are required to complete a regular timesheet for costing and payroll purposes and provide it to the accounts department as directed. You are responsible for the completion of your timesheet at the commencement and completion of each day worked. It is not acceptable to complete a timesheet at the end of the pay period. The Employer strictly forbids any employee from completing a timesheet on behalf of another employee or to permit another employee to do so on their behalf.

- You must complete your timesheet each day as follows:
- the timesheet must be completed daily and record AM and PM start and finish times;
- '*training'* should be reflected on the timesheet for all hours spent in training or attending a staff meeting;

- the total ordinary hours worked, compulsory and any additional breaks and approved overtime hours worked must be calculated and recorded on each day. The *'total'* column should include only the net amount of hours of hours performed (i.e. excluding any unpaid breaks); and

- you must sign and date the completed timesheet (including overtime hours where applicable) each week and submit it to your manager by Friday at 8pm.Prior to the completion of each pay period the appropriate manager is responsible for checking and approving all timesheets for employees.

If timesheets are not received in the required timeframe your pay may not be processed in the usual pay run. If it is found that you are in breach of this policy, you may be subject to disciplinary action, up to and including termination.

If you require any clarification or additional information please speak to your manager.

3.4 HOURS OF WORK

You may be rostered to work Monday to Friday. Currently, the usual business hours are 6.00am to 6.30pm, but these hours may change from time to time.

3.5 LATENESS/ABSENTEEISM

You are required to be present and ready to commence work at your rostered starting time. 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.

If at any time during your working hours, you believe that you are unfit to continue working or need to leave the workplace for any reason, you must approach your manager to discuss the reason for your departure and obtain approval prior to leaving the workplace. Your manager will then advise you of whether any evidence of the reasons for your absence, such as a medical certificate or statutory declaration, is required.

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.

3.6 BREAKS

Breaks are to be taken when arranged by the Employer. You are required to adhere to the break length (30 to 60 minutes), as directed by management and be ready to commence work at the end of the break. You are required to notify management immediately if you are struggling to take the break, so that it can be rectified or varied.

3.7 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, you may elect to utilise any accrued leave.

3.8 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.

4 ANNUAL LEAVE

4.1 ANNUAL HOLIDAYS

You are entitled to accrue annual 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 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 submit your leave request through the Employer's leave approval system and have it approved by management before you make any firm holiday arrangements.

You must give at least four weeks' notice of your intention to take annual leave.

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 these periods.

Due to the nature of the business, the Employer can only accommodate a limited number of employees taking annual leave at the same time.

4.2 ANNUAL SHUT DOWN

The Employer may choose to temporarily shut down, for instance during the end of the year period. Where practical, the Employer will provide four weeks' notice of this intention. If we do, you are required to reserve sufficient days from your annual leave entitlement to cover the shutdown period.

It is the employer's expectation that you will reserve sufficient annual leave to cover any planned shutdowns. Where you find that you have insufficient annual leave to cover a shutdown, you should raise this with the employer so that options to manage your employment during the shutdown period can be explored and agreement reached regarding any solution.

4.3 PUBLIC HOLIDAYS

Your entitlement to public holidays is in accordance with the NES, unless otherwise stated in your individual contract of employment.

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.

Employees (other than casuals) will accrue up to ten days of paid personal/carer's leave for each year of continuous service in accordance with the provisions of the Fair Work Act 2009.

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

Unused leave will not be paid out on termination.

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 via a telephone call on the first day of incapacity or at the earliest possible opportunity and, in any case, by no later than one 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

A medical certificate from a registered health practitioner or, if not reasonably practical, statutory declaration is required from the employee setting out the reasons for the absence in circumstances where the leave is:

- on two or more consecutive days or
- on a single day prior to, or the day after a public holiday, weekend or non-working day.

The Employer retains the discretion to require a doctor's certificate or statutory declaration for any leave absence. The Employer will notify you of this requirement as appropriate.

The Employer retains the discretion to require evidence for carer's leave. The Employer will notify you of this requirement as appropriate.

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 or placement of the child, are entitled to 12 months of unpaid parental leave. Casuals with at least 12 months of service on a regular and systematic basis with a reasonable expectation of continuing work with the Employer on a regular and systematic basis had it not been for the birth or adoption of the child are also entitled to unpaid parental leave. You may request up to an additional 12 months of leave which will only be refused by the Employer on reasonable business grounds after discussion with the Employer, a genuine attempt to reach an agreement about any extension, and consideration of the consequences of refusal for you. Any request to extend unpaid parental leave must be made to the Employer at least four weeks before the end of the available parental leave period.

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 12-month period.

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
- for a child born or adopted before 1 July 2023 - details of any parental leave your partner intends to take.

You may be entitled to government funded parental leave. For further details, eligibility criteria and to apply for this payment please refer to Services Australia. Please notify management if you require any assistance or document from the Employer in support of an application for government funded paid parental leave.

Flexible unpaid parental leave

Child born or placed for adoption before 1 July 2023

You may take up to 30 days of your entitlement to parental leave as unpaid flexible parental leave. Flexible unpaid parental leave can be taken in a single continuous period of one or more days, or separate periods of one or more days each. Flexible unpaid parental leave can be used in the 24-month period from the date of birth or placement of the child and comes out of the entitlement to 12-months of unpaid parental leave. Ten weeks' notice is required for flexible unpaid parental leave. This can be done in accordance with the Employer's parental leave notification form.

You may take up to eight weeks of unpaid parental leave at the same time as the other parent. Concurrent parental leave can be taken as one continuous period, separate periods of at least two weeks, or shorter separate periods as agreed with the Employer.

Child born or placed for adoption on or after 1 July 2023

You may take up to 100 days (or a higher number depending on the birth or placement of the child) of unpaid flexible parental leave in the 24-month period from the date of birth or day placement. If you are a

pregnant employee, you are entitled to take flexible unpaid parental leave in the 6 weeks prior to the expected date of birth of the child. Flexible unpaid parental leave is available to full-time, part-time and casual employees.

Generally, 10 weeks' notice is required for flexible unpaid parental leave, however if the only period of leave covered by the notice is flexible unpaid parental leave, then the notice may be given at any later time if the employer agrees. This can be done in accordance with the Employer's parental leave notification form. The notice must specify the total number of days (flexible days) of the flexible unpaid parental leave you will be taking. Additionally, you must confirm the specific dates of the flexible parental leave days at least 4 weeks prior to the intended leave dates, or as soon as practicable.

The limitation on employee couples taking concurrent leave has also been removed. If you are a member of an employee couple, you can access flexible unpaid parental leave regardless of the amount of leave your partner has taken.

The amount of parental leave that can be taken as flexible unpaid parental leave depends on when the child is born or placed for adoption:

- *Between 1 July 2023 and 30 June 2024 – up to 100 days*
- *Between 1 July 2024 and 30 June 2025 – up to 110 days*
- *Between 1 July 2025 and 30 June 2026 – up to 120 days*
- *On or after 1 July 2026 – up to 130 days*.

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 the employee's immediate family or a member of the employee's household:
    - contracts or develops a personal illness that poses a serious threat to his or her life
    - sustains a personal injury that poses a serious threat to his or her life
    - dies or
- a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive or
- the employee, or the employee's current spouse or de facto partner, has a miscarriage.

For casual employees, compassionate leave is unpaid.

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 FAMILY AND DOMESTIC VIOLENCE LEAVE

You are entitled to 10 days of paid family and domestic violence leave every year.

This leave is available to you if you are experiencing violent, threatening or other abusive behaviour by a close relative, member of your household, or a current or former intimate partner that seeks to coerce or control you and causes you harm or to be fearful. The leave can be taken where you require some time to deal with the impact of this and it is impractical to do so outside of your work hours.

For example, you may take this leave to:

- make arrangements for your safety, or the safety of a family member (including relocation)
- attend urgent court hearings
- accessing police services
- attending counselling or
- attending related medical, financial or legal appointments.

For the purposes of this leave entitlement, a close relative refers to immediate family including:

- your spouse, de facto partner (including a former spouse or de facto partner), child, parent, grandparent, grandchild or sibling
- a child, parent, grandparent, grandchild or sibling of your spouse or de facto partner or
- a person related to you according to Aboriginal or Torres Strait Islander kinship rules.

Your entitlement to family and domestic violence leave will reset to 10 days on the anniversary of your commencement each year.

When you wish to take this leave, you are required to provide the Employer with notice as soon as reasonably practicable and advise of the period (or expected period) of the leave.

The Employer may require you to provide evidence of that would satisfy a reasonable person that the leave will be, or was, taken for the purposes as outlined in this policy. Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

The Employer will ensure, as far as reasonably practicable, that steps are taken to safeguard any information disclosed by yourself concerning family and domestic violence leave. This information will be kept confidential to the extent permitted by the law. This policy does not override any legal obligations to disclose information.

6.6 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.

7 TIME OFF IN LIEU

7.1 INTRODUCTION

The Employer recognises that from time to time there may be cause for an employee to work additional time at the end of a workday or week pursuant to the performance of your duties.

In certain circumstances, and subject to your eligibility, the Employer will recognise these hours through the provision of Time Off in Lieu (**TOIL**) for any additional hours you work in excess of your ordinary hours, as stipulated in your contract of employment.

It is not expected that TOIL will be a standard or regular occurrence. No employee will be required to work excessive overtime hours on a regular basis.

7.2 ELIGIBILITY

All full time and part time employees are eligible for TOIL.

7.3 YOUR ENTITLEMENTS

TOIL may be offered to those employees who, by the nature of their role, are required or directed to work additional hours to complete their duties. These circumstances may include where an employee is required to travel for business reasons or attend a training course outside of business hours at the direction of management.

Additional hours worked to complete your ordinary duties, for example, staying back late to correct your own erroneous work, will not ordinarily accrue towards TOIL.

TOIL accrues at the following rate:

- one hour worked equals one hour of TOIL.

7.4 YOUR RESPONSIBILITIES

Where you feel that additional hours are outside your normal duties, you are responsible for ensuring that any additional hours are pre-approved by management as accruing towards TOIL. If you are unsure whether additional hours will accrue as TOIL, you should seek clarification from management in advance.

7.5 PROCEDURE

You will only be entitled to TOIL if this has been approved in advance by management.

You must keep a record of any additional hours worked and, if necessary, a written agreement in the form required by the Employer. You must provide this to management by the end of the same pay period. This record must include the date and time on which the additional hours were completed, the nature of the tasks being performed during these hours, and the manager who approved these hours to accrue as TOIL.

Any TOIL must be taken at a mutually convenient time agreed between yourself and the Employer, but no later than as provided for in the industrial instrument.

Any fraudulent or dishonest attempt to claim TOIL is considered serious misconduct and may lead to disciplinary action, up to and including the termination of your employment.

8 RIGHT TO DISCONNECT

8.1 INTRODUCTION

The Employer recognises the importance of all employees being able to switch off and disconnect from work to obtain adequate rest. Rest and recovery are important to support employees' mental health and wellbeing and their productivity during working hours. The Employer is also committed to all employees achieving work-life balance, including by reducing the risks of stress and burnout and ensuring the health and safety of all employees in the workplace.

This policy's purpose is to address all employees' right to disconnect as set out in the Fair Work Act in accordance with the Employer's business needs and statutory obligations, and to provide rules and guidance to ensure:

a culture where all employees feel that they can switch-off and disconnect from work outside of their usual working hours, and

clear expectations about acceptable ways of communicating with clients, colleagues, employees, and managers at various times

The right to disconnect is defined as an employee's right to refuse to monitor, read, or respond to contact or attempted contact from their employer, or a third party in relation to their work, outside of their ordinary working hours, unless it is unreasonable to do so. Examples of unreasonable refusal of contact could include but are not limited to where:

- there is an emergency
- a manager is contacting an employee about their welfare or fitness to work
- an employee has agreed to be on-call, or
- the nature of the employee's role and responsibilities include reasonable expectations that they be contactable outside of their ordinary working hours.

'Contact' can include but is not limited to:

- emails
- telephone calls
- text messages, or
- social media or instant messaging chat (Facebook, Google, Slack, Teams, and the like).
- This policy should be read alongside the Employer's associated policies on:
- home working and remote working
- social media
- annual leave
- personal/carer's leave

- other leave
- health and safety, including risk assessments, safe use of equipment, and ergonomic use of equipment, and
- any other policy that may become relevant.

This policy applies to all of The Employer's employees and is subject to The Employer's right to contact and communicate with employees about their employment.

8.2 WORKING HOURS

The Employer's normal business hours are from 6.00am to 6.30pm, Monday to Friday. Your ordinary working hours are set out either in your contract or in any applicable roster. As staff within the Employer's organisation may work different patterns of hours, be aware that the right to disconnect applies to individual employees' ordinary working hours.

8.3 EMPLOYER AND EMPLOYEE RESPONSIBILITIES

Both you and the Employer have a part to play in ensuring that the Employer meets its operational needs and complies with its obligations, and employees are able to enjoy their right to disconnect.

Company responsibilities

We will always take steps to ensure that all employees, regardless of their place of work, are:

- informed of what their normal working hours are reasonably expected to be
- able to take relevant rest breaks and rest periods
- able to take annual leave, personal/carer's leave, other leave, or other authorised absences and not be asked to conduct work during these times

Steps that we may take include, but are not limited to, ensuring that:

- Employees are contacted by their managers, so far as possible, within employees' working hours and that managers do not make a habit of contacting employees outside of their working hours, unless circumstances require it
- Employees required to monitor, read, or respond to contact or attempted contact outside of their ordinary working hours are directed to do so reasonably having regard to the reasons for the contact, method of contact, their pay, nature of their role, level of responsibilities, personal circumstances, and expected level of disruption or additional hours to be worked
- Excessive communication or logging in excessively outside of working hours is raised with employees to discuss any barriers to switching off
- Meetings are scheduled during employees' ordinary working hours (except for rest and meal breaks), except where this is not reasonably practicable, for matters directly relevant to an employee's work

- All employees are respectful of each other's schedules and working hours to allow others to disconnect from work matters when they are not at work

- Issues concerning excessive workloads or difficulties switching off from work are discussed between employees and their managers

- Managers take note of, approach, and discuss with employees engaging in regular communication or work outside of their usual working hours, and

- Less favourable treatment or other adverse action towards employees who exercise their right to disconnect is not tolerated

Employee responsibilities

The Employer expects you to::

- manage your own working time efficiently to ensure that tasks, duties, and projects are completed within reasonable timeframes and ordinary working hours

- take reasonable care to ensure your own health and safety and the health and safety of others in the workplace

- be mindful of colleagues', clients', customers', and any other person's working hours when contacting or attempting to contact them and when setting deadlines

- follow all lawful and reasonable directions about working hours, whether working onsite, remotely, or from home, including a direction to log off or to record working time

- avoid scheduling meetings, calling, chatting, sending emails or messages to colleagues outside of their ordinary working hours, especially about work matters

- turn off company-issued devices such as laptops, mobile phones, or any other device used for communicating or accessing work matters remotely, outside of your ordinary working hours, as applicable and unless directed otherwise by your manager

- discuss with your manager excessive workloads, inability to complete work within requested deadlines, inability to take or difficulty with taking rest or meal breaks, or difficulties with disconnecting from work, and

- report any concerns with your right to disconnect to your manager.

8.4 COMMUNICATIONS

Where possible, e-mails should be checked or sent only during normal working hours. Due to differing patterns of work in the organisation, some employees may send communications at times which are inappropriate for other employees, eg weekends or outside of working hours. The sender should give due consideration to the timing of their communication and potential for disturbance, and the recipient should understand that they will not be expected to respond until they next start their working hours unless otherwise agreed between the parties.

The Employer may contact employees outside of agreed working hours where circumstances require and it is reasonable to do so. Unless business and operational needs dictate that an immediate response is

required, employees are not expected to read or respond to this contact until they next start their working hours.

9 SAFEGUARDS

9.1 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.

9.2 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 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 (including sexual harassment) or other detriment
- personal use (eg 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.

9.3 SOCIAL MEDIA

Whilst social media can be used to strengthen the Employer's brand and overall image of the business, work related issues or materials being placed on social media can adversely affect the Employer, a customer/client, colleague or others.

Social media is a mechanism for communication and sharing, rather than one specific program, activity or object. It is often a website or other electronic application that enable users to create and share content or to participate in social networking.

To protect the mutual interest of all involved, work related matters must not be placed on social media 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 unless approved in advance. Work-related usually means that the Employer, its clients, suppliers, employees, contractors or any other associated parties can be identified and be in some way connected back to your relationship with the Employer.

Where you have been authorised in relation to work related matters, 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 clients, your colleagues, suppliers and other members of the public and ensure that you act in the Employer's best interests at all times.

All employees are prohibited from using social media (whether on the Employer's devices or their own personal device) during work time for personal reasons.

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

9.4 PHONES AND OTHER DEVICES

The Employer's phones, computers, laptops and other devices are to be used for business purposes only.

Any unauthorised personal use may result in disciplinary action up to and including termination.

Personal mobile phones and other personal devices should not be used during work time, other than in emergencies and should be stored away or not brought into the workplace. Should you need to be contacted during work time, attempts should be made through the business phone.

Service devices will be the only device permitted for the use and storage of child images or documentation pertaining to children enrolled within ACE or A1 fun services.

Families may be contacted via service devices.

Personal numbers of staff may not be given to any client or external stakeholder without prior permission.

9.5 SURVEILLANCE

Surveillance may be conducted in the workplace. If you are a new employee the surveillance may already be in place and could start immediately on commencement of work.

Surveillance may be conducted using:

- internet usage recording devices, such as data capture, web browsing and email history captured on servers, and keystroke recognition
- any form of visual recording devices including all types of camera, such as CCTV cameras
- any form of audio recording devices and
- electronic recording devices in any part of the workplace.

The surveillance may be conducted at any time and any employee may be subject to surveillance. The surveillance may be continuous or intermittent at the Employer's discretion. The Employer may, at their discretion, disclose the surveillance records for any reason that is not barred by privacy legislation.

You may consult with the Employer regarding any concerns about the surveillance. All cameras are visible and recording devices (including cameras) will not be placed in bathrooms or change rooms.

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.

In most circumstances it is inappropriate to secretly record conversations in the workplace. If the Employer becomes aware of any secret recordings, each case will be dealt with on its own merits and action may be taken as appropriate. This may include disciplinary action up to and including termination.

9.6 CASH HANDLING PROCEDURES

Any discrepancies with regard to cash handling must be reported immediately to management. All discrepancies must be recorded and initialled.

Under no circumstances should any cash be removed from the till other than as change for purchases or to transfer cash from the till as instructed by your manager.

It is strictly forbidden to amend the pricing of any items without permission from your manager.

All required paperwork and payments/money must be returned to the office at the end of each day or when advised, and discussed with the manager. You are responsible for the security of all payments and money until handed to management.

When submitting payments/money, you must adhere to all of the Employer's invoicing and payment procedures.

9.7 PRIVATE BABYSITTING

The Employer is aware that at times a child's parent may (due to the existing relationship between the employee and that parent's child) approach that employee to provide a baby-sitting service. We are also aware that some employees may consider this to be a desirable arrangement under which they can earn a source of income in addition to their regular employment.

Although it may seem 'harmless', there are some potentially significant risks to the employee in agreeing to baby-sit for a family of the centre, and accordingly the **Employer strongly discourages babysitting for parents at the centre.**

However, if an employee is approached AND if they agree to babysit for that family, they may do so provided all of the following requirements are met:

- Baby-sitting is only permitted outside of the centre's operating hours and provided it does not conflict with staff meetings or compulsory training courses.

- It is only permitted on the basis that it does not have a detrimental effect on the employee's work performance (for example, very late baby-sitting the night before a rostered shift would be strongly discouraged).

- Prior permission must be obtained from your Nominated Supervisor, and if permission is given, both the employee and the family involved must sign the disclaimer statement (available on request) before the baby-sitting arrangement takes place.

- Permission may be revoked at any time if the arrangement negatively impacts on the employee's work performance, the centre's operations, or the relationship with any family at the centre.

Some of the inherent risks involved (and therefore reasons why this is discouraged) include:

Employee safety: The Employer can provide no guarantee or undertaking to the employee as to their safety or well-being while baby-sitting within or travelling to or from a family's home.

Insurance: An employee who is asked to "collect" the child from the centre must be aware that they are not covered under the centre's workers compensation policy for their journey from the centre (as they are deemed to become an 'employee' of the parent at the time they sign the child out of the centre), nor is the child insured under the centre's public liability insurance policy.

Child safety: As noted above, unless the employee has the appropriate child-restraint in their car they may be contravening the laws that relate to child-restraints, and they should seriously consider whether the safety of the child will be jeopardised as a result.

Confidentiality: Any employee must be aware that all confidentiality obligations must be maintained at all times. Any breach of confidentiality that occurs while baby-sitting will be met with full disciplinary procedures, which may include termination of employment.

10 STANDARDS

10.1 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.

10.2 CUSTOMER SERVICE EXPECTATIONS

You are required to adhere to essential standards of customer service. Specifically:

- attend to customers and your jobs promptly
- introduce yourself by name
- acknowledge customers by name when possible
- greet and thank customers courteously
- listen and respond in an attentive way to customer inquiries
- be polite, friendly and welcoming when communicating with customers, whether it be in person or by any other means
- do not swear or speak crudely in front of customers
- respect and protect customer property and
- protect confidential information relating to customers.

This list is not exhaustive.

10.3 FRIENDS AND FAMILY IN THE WORKPLACE

Friends and family must not be in the workplace, unless approved in advance by the Employer, due to an emergency or for genuine business reasons. It is your responsibility to ensure that friends and family are not in the workplace for longer than necessary.

10.4 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.

10.5 WASTAGE

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

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 may result in the employer taking action against you.

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, may result in the employer taking action against you. In the event of an at fault accident whilst driving an Employer vehicle you action may be taken against you.

10.6 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 and 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. You must wear flat closed toe shoes; and any jewellery must be appropriate including only wearing flat earrings.

Earrings must be small and long or dangly earrings are not permitted as they may cause safety issues for both the wearer and the children.

Due to health and safety as well as hygienic reasons, you are not to have your fingernails longer than 4mm above the tip of your finger, with a preference that your fingernails are flat at the top of your fingertip. Coloured or clear Nail polish is not to be worn at any time.

If you do have long nails or nail polish when you arrive at work you will need to wear plastic/latex/rubber gloves to cover your fingernails. You will be required to have the nails shortened or nail polish removed as soon as practical and inform Administration/Director/Service Provider when and what that will be. You can apply for an exemption for reasons suitable to the Service Provider.

Facial piercings must flat to avoid any injuries.

You must ensure that any tattoos that may be considered inappropriate or offensive are fully covered and are not visible during your hours of work.

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 PPE is your responsibility.

At the cessation of your employment, you must return any uniform and PPE issued to you. Failure to return your uniform and PPE within seven days may result in the employer taking action against you.

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.

10.7 SHOES

Enclosed shoes are to be worn at all times, in accordance with our Health and Safety requirements. Shoes must have a good grip on the soles with heels no higher than two centimetres.

Stilettos, thongs/flip-flops, Ugg boots or crocs are not permitted.

10.8 'SUN SMART' AND HATS

Employees are to be 'Sun Smart' including the application of sunscreen.

Hats must be wide brimmed and be worn at all times whilst outdoors, to ensure that the appropriate example is set for the children in our care.

10.9 HAIR

Unusual hair styles and/or hair colour, which may attract undue attention, are not permitted. Where you are handling food, you must have your hair tied back at all times.

10.10 SUNGLASSES

Sunglasses may be worn by an employee while they are working outside, however they are not to be the mirrored style. Sunglasses must be removed when speaking to a child, a parent or another employee, so that appropriate eye contact can be maintained.

10.11 PERSONAL HYGIENE AND GROOMING

Before starting work, it is essential that each of the following guidelines is adhered to:

- Hair should be clean, and where it can be tied back should be tied back (particularly if you are dealing with food at any time).
- Kitchen employees should wear a head covering which keeps their hair contained.
- Wear a clean shirt every day.
- For male employees, keep your beard, short and clean.
- Tattoos should be covered wherever possible.
- Do not wear dangling jewellery (except a plain wedding band) or watches when handling food.
- Bathe or shower daily, and appropriate underarm deodorants must be worn.

11 GENERAL TERMS

11.1 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.

11.2 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. Unless approved by the Employer, you may not under any circumstances perform services similar to what are performed for the Employer at your residence or at any other site in exchange for compensation.

11.3 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.

11.4 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.

12 WHISTLEBLOWER POLICY

12.1 INTRODUCTION

The *Corporations Act 2001 (Cth)* provides protections for certain types of persons that make a disclosure of Reportable Conduct. This policy has been put in place to ensure employees and other Disclosers can raise concerns regarding any misconduct or improper state of affairs or circumstances of the Employer (including any related entities of the Employer) (**the Employer**) without being subject to victimisation, harassment or discriminatory treatment.

12.2 WHO DOES THIS POLICY APPLY TO?

The protections in this policy apply to Disclosers, which means anyone who is, or has been, any of the following with respect to the Employer:

- employee
- director
- officer
- contractor (including employees of a contractor)
- supplier (including employees of suppliers)
- associate
- consultant, or
- a relative, dependant, spouse, or dependant of a spouse of any of the above.

The protections in this policy will also apply to any person who has made a disclosure of information relating to the Employer to a legal practitioner for the purpose of obtaining legal advice or legal representation in relation to whistleblowing protection laws.

12.3 REPORTABLE CONDUCT

Reportable Conduct is conduct which involves:

- dishonest behaviour
- fraudulent activity
- unlawful, corrupt or unethical use of company funds or practices
- improper or misleading accounting or financial reporting practices
- behaviour that is oppressive, discriminatory or grossly negligent
- unsafe work practices

- a serious risk to the health and safety of any person at the workplace
- a serious risk to public health, public safety or the environment, or
- behaviour which may cause financial loss to the Employer, damage its reputation or be otherwise detrimental to the Employer's interests.

Personal work-related grievances regarding matters such as an interpersonal conflict with the Discloser and another employee or a business decision relating to an engagement, transfer, promotion, terms and conditions, suspension or termination of the Discloser's employment typically fall outside this policy and should be raised in accordance with the relevant employee grievance policy that applies. An exception to this is where a personal work-related grievance is related to detrimental treatment taken against the Discloser because the Discloser has made (or is suspected of making) a disclosure under this policy, or because the Discloser proposes to (or could) make a disclosure under this policy.

12.4 RESPONSIBILITY TO REPORT

The Employer relies on its employees and Disclosers to maintain its culture of honest and ethical behaviour. To this end, it is expected that any Discloser who becomes aware of Reportable Conduct will make a formal report.

12.5 HOW TO REPORT

Employees of the Employer should initially report the Reportable Conduct to their relevant Senior Manager by telephone or email.

If a Discloser is unable to use the above reporting channel, a report can be made to an Eligible Recipient within the Employer. Eligible Recipients in relation to the Employer are:

- directors
- officers
- senior managers or
- any appointed external auditor or actuary of the Employer.

Reports to an Eligible Recipient may be made in person or by telephone, and the Discloser must inform the Eligible Recipient that they wish to make a report under this policy.

12.6 INVESTIGATION OF REPORTABLE CONDUCT

Upon receiving a report, the relevant Senior Manager/s of the Employer will determine if the report relates to Reportable Conduct and, if so, the report will be investigated as appropriate. The investigation may be conducted internally or via an externally appointed investigator.

The particular investigation process and enquiries will be determined by the nature and substance of the report. All investigations will be conducted in an objective and fair manner and will be reasonable and appropriate having regard to the nature of the Reportable Conduct and the circumstances.

Where a Discloser wishes to remain anonymous, the Discloser's identity will not be disclosed to the investigator or to any other person. Information that is likely to lead to the identification of the Discloser can be disclosed without the Discloser's consent, provided that:

- the disclosure of the confidential information is reasonably necessary for the purposes of investigating the conduct disclosed by the Discloser, and
- all reasonable steps are taken to reduce the risk that the Discloser will be identified.

Where appropriate, the Eligible Recipient or appointed investigator will provide feedback to the Discloser regarding the investigation's progress and/or outcome. This will be subject to privacy and confidentiality considerations.

12.7 CONFIDENTIAL REPORTING

All reasonable steps will be taken to protect a Discloser's identity following a report of any matter that is considered Reportable Conduct.

Information about a Discloser's identity and information that is likely to lead to the identification of the Discloser may be disclosed in the following circumstances:

- where the information is disclosed to ASIC, APRA or the Australian Federal Police
- where the information is disclosed to a legal practitioner for the purpose of obtaining legal advice in relation to the operation of applicable whistleblowing protection laws, or
- where the Discloser consents.

All information, files and records that form part of an investigation into Reportable Conduct will be retained securely.

12.8 PROTECTIONS AND SUPPORT AVAILABLE TO DISCLOSERS

A Discloser will not be subject to any civil, criminal or disciplinary action for making a report that is covered by this policy, or for participating in any subsequent investigation by the Employer.

The Employer will not tolerate any retaliation against any Discloser. Retaliation occurs where a person causes or threatens detrimental treatment to another person as a result of making a report of Reportable Conduct. Detrimental treatment may include, but is not limited to:

- dismissal
- injury of an employee in their employment
- alteration of an employee's position or duties to their disadvantage
- discrimination between an employee and other employees of the same employer
- harassment or intimidation of a person
- damage to a person's property
- damage to a person's reputation

- damage to a person's business or financial position, or
- any other damage to a person.

Detrimental treatment by any employee will be deemed a serious breach of this policy and may result in disciplinary action up to and including termination of employment. Retaliatory conduct may also attract civil or criminal liability.

The Employer will connect the Discloser with internal and external support providers as necessary.

12.9 AMENDMENT AND AVAILABILITY OF THIS POLICY

This policy, as it is amended from time to time, will be made available to you.

13 CAPABILITY

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. We retain discretion in respect of the capability procedures to take account of your length of service and to vary the procedures accordingly.

13.1 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.

13.2 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 (eg 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.

14 DISCIPLINARY

14.1 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.

14.2 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 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.

14.3 RULES COVERING 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
- 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
- loss of driving licence where driving on public roads forms an essential part of the duties of the role
- unauthorised use or negligent damage or loss of our property and
- failure to report immediately any damage to property or premises caused by you.

This list is not exhaustive.

14.4 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

- any conduct that may constitute a criminal offence
- physical violence or bullying
- sexual harassment
- 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.

14.5 DISCIPLINARY PROCEDURE

Disciplinary action taken against you may be based on the nature of the conduct and behaviour. Outcomes of the disciplinary procedure will vary depending on factors including, but not limited to, any history of misconduct, the severity of the misconduct, your length of service and any mitigating factors. The outcomes include:

- formal verbal warning
- written warning
- final written warning
- a reduction in classification, position and/or remuneration or
- termination (including termination without notice in the event of serious misconduct).

There may also be occasions where disciplinary action warrants suspension.

Ordinarily a disciplinary outcome will be provided after:

- a meeting with you has taken place to discuss the issues allegedly involved (and at which you are entitled to have a support person)
- you have had the opportunity to respond to the allegations and
- we have considered your response and any mitigating factors.

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.

Where a disciplinary outcome has been provided, any future or further breach of the rules in relation to similar or entirely independent matters of misconduct may be subject to further disciplinary action and allow the continuation of the disciplinary process through to termination if the warnings do not change behaviour.

14.6 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.

Serious misconduct offences will result in termination without notice.

15 BULLYING AND HARASSMENT

15.1 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.

15.2 HARASSMENT

The intention of these procedures are to inform workers 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.

Sexual harassment is any unwelcome sexual advance, an unwelcome request for sexual favours or any unwelcome conduct of a sexual nature. Such conduct includes making a statement of a sexual nature to a person, or in the presence of a person, whether the statement is made orally or in writing. Harassment on the grounds of sex is any unwelcome conduct of a seriously demeaning nature and includes making a statement to a person, or in the presence of a person, whether the statement is made orally or in writing.

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 including inappropriate comments based on sex
- lewd or abusive comments about appearance
- asking intrusive personal questions based on a person’s sex
- deliberate exclusion from conversations
- displaying abusive or offensive writing or material
- unwelcome sexual advance, or an unwelcome request for sexual favours
- unwelcome conduct of a sexual nature

- 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.

15.3 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.

15.4 REASONABLE MANAGEMENT ACTION TAKEN IN A REASONABLE WAY

It is reasonable for managers and supervisors to allocate work and to give fair and reasonable feedback on a worker's performance. These actions are not considered to be workplace bullying or harassment if they are carried out lawfully and in a reasonable manner, taking the particular circumstances into account.

Examples of reasonable management action can include but are not limited to:

- setting reasonable performance goals, standards and deadlines
- rostering and allocating working hours where the requirements are reasonable

- transferring a worker for operational reasons
- deciding not to select a worker for promotion where a reasonable process is followed
- informing a worker of their unsatisfactory work performance
- meeting with a worker to discuss performance and/or conduct
- informing a worker of their unreasonable or inappropriate behaviour in an objective and confidential way
- implementing organisational changes or restructuring and
- taking disciplinary action including suspension or termination of employment.

15.5 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.

Where appropriate, the appointed investigator will issue a report of the findings and decision, in writing, to you and to the alleged bully or harasser.

15.6 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.

16 SEXUAL HARASSMENT

16.1 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 offended, threatened or intimidated. Everyone in the workplace has the right to a workplace that is safe and free from sexual harassment.

Sexual harassment is a legally recognised form of sex discrimination. Sexual harassment and sex discrimination are both unlawful under the Sex Discrimination Act and Fair Work Act.

Sexual harassment in any form will not be tolerated. We recognise that sexual harassment can seriously affect workers' working lives by detracting from a productive working environment and can seriously 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. Any person who is subject to sexual harassment in the workplace is encouraged to speak up and follow sexual harassment complaints procedure outlined in this policy.

16.2 SEXUAL HARASSMENT

Sexual harassment is a specific and serious form of harassment. It is unwelcome sexual behaviour, which could be expected to make a person feel offended, humiliated or intimidated. Sexual harassment can be physical, spoken or written. It can include:

- inappropriate physical contact, such as unwelcome touching
- inappropriate staring or leering
- making a suggestive comment or joke
- sharing sexually explicit pictures or posters, sending sexually explicit emails or messages
- making an unwanted invitation to go out on a date
- a request for sex
- intrusive questioning about a person's private life or body
- unnecessary familiarity, such as deliberately brushing up against a person
- an insult or a taunt of a sexual nature
- harassment on the grounds of sex
- behaviour that may also be considered to be an offence under criminal law, such as physical assault, indecent exposure, sexual assault, stalking or obscene communications.

Sexual harassment in connection with the workplace can be committed by “all workers”, including employees, contractors, subcontractors, outworkers, apprentices, trainees, students and volunteers as well as prospective workers and third parties such as clients and customers.

Sexual harassment does not necessarily have to take place in the workplace to be unlawful. Sexual harassment in the course of employment can occur during work hours, at work-related events such as training or social events, between people sharing the same workplace, or even between colleagues outside of work.

Behaviour that may be considered sexual harassment in one situation may not be in others, for example flirtation or love and affection between two consenting individuals which is mutual, consensual or reciprocated is not sexual harassment.

A single incident is enough to constitute sexual harassment – it doesn't have to be repeated. If substantiated, sexual harassment is considered serious misconduct under the Fair Work Act and can amount to a valid reason for termination without notice.

Sexual harassment incudes behaviour which could result in a workplace being offensive, intimidating or humiliating to a person because of their gender, even if the behaviour is not directed at a single person eg where employees engage in sexist conversation.

Manager and supervisors have an additional responsibility to ensure the safety and welfare of their employees. This includes modelling appropriate standards of behaviour, taking steps to educate and make staff aware of their obligations under this policy and the law and responding quickly and appropriately to any form of sexual harassment.

The Employer takes sexual harassment seriously Including the duty to eliminate discriminatory behaviour in the workplace. This policy requires all staff (including apprentices and trainees), volunteers as well as contractors to ensure their behaviour is respectful and appropriate. These examples are not exhaustive and disciplinary action up to and including termination of employment, will be taken against workers committing any form of sexual 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.

16.3 SEXUAL HARASSMENT COMPLAINT PROCEDURES

i) Informal complaint

We recognise that complaints of sexual harassment can 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 sexual harassment, we encourage you to make it clear to the alleged 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 sexual harassment is more serious, you should bring the matter to the immediate 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 sexual harassment so that the written complaint can include:

- the name of the alleged sexual harasser
- the nature of the alleged incident of sexual harassment

- the dates and times when the alleged incident of sexual harassment occurred
- the names of any witnesses and
- any action already taken by you to stop the alleged sexual harassment.

On receipt of a formal complaint we will take action to separate you from the alleged harasser to enable an uninterrupted investigation to take place. This may involve a temporary transfer of the alleged 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.

Due to the serious nature of sexual harassment, if you decide to not proceed with a formal or informal complaint, the Employer reserves the right to consider appropriate action in the circumstances in order to ensure the safety and wellbeing of its employees. The Employer will consider the seriousness of the behaviour and circumstances in taking action this may include a review of current processes for preventing and responding to sexual harassment, providing training and reminders to employees of their general obligations not to sexually harass others, following up with you on your concerns as well as monitoring behaviour in the workplace.

16.4 GENERAL NOTES

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

If you bring a complaint of sexual 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.

17 GRIEVANCE

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.

18 PRIVACY

While the operation of the Privacy Act does not apply to the Employer in regard 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.

18.1 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.

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

19 EQUAL OPPORTUNITIES AND ANTI-DISCRIMINATION

19.1 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 up to and including termination.

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, breastfeeding, race, religion or belief, sexual orientation or intersex status.

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 worker feels under threat or intimidated.

19.2 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 subconsciously, 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.

19.3 COMPLAINTS PROCEDURE

We take allegations of discrimination seriously. If you believe that you have been the victim of discrimination, we encourage you to follow the grievance procedures outlined in this Handbook.

20 MOTOR VEHICLES

20.1 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.

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.

20.2 USING A PRIVATE VEHICLE FOR EMPLOYER 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 any private motor vehicles used in the performance of your duties.

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 in a safe and 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.

20.3 FIXTURES, FITTINGS AND MODIFICATIONS

No fixtures such as aerials, roof racks, towing apparatus, or stickers may be attached to any Employer vehicles without prior written permission.

No change or alterations may be made to the manufacturer's mechanical or structural specification of the vehicle.

20.4 CLEANING AND MAINTENANCE

When you drive one of the Employer's vehicles, it is your responsibility to ensure that it is kept clean and tidy and free from rubbish and personal items at all times and that it is returned to the Employer in that condition after use. Smoking in Employer vehicles is not permitted.

Any maintenance or repair work, or replacement of parts, including tyres, must be approved in advance by the Employer, and reimbursement will only be made against production of an authorisation. When requested by the Employer you must ensure servicing is carried out. Full details of the work required and the cost involved must be given.

Before you use one of the Employer's vehicles, and on its return, you are responsible for ensuring that the oil and water levels, battery and brake fluid and tyre pressures are maintained and that the tread of all tyres conforms to the minimum legal requirements.

20.5 FUEL CARDS

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. Fuel cards are to be kept safe and secure at all times.

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.

20.6 FINES

We will not be held responsible for any fines (eg parking, speeding, tolls etc) incurred by you whilst working for the Employer.

20.7 ACCIDENT PROCEDURE

If you are involved in an accident you must follow the Emergency Procedure and notify management as soon as possible in accordance with the Reporting Injury or Incidents Policy.

20.8 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.

20.9 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.

20.10 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.

20.11 GPS

Employer vehicles may be fitted with a GPS tracking device which the Employer may use to monitor the location of the vehicle at any time for the purposes of security and monitoring driver behaviour. If you are a new worker the surveillance may already be in place and could start immediately on you commencing work.

Where an Employer vehicle is fitted with a GPS tracking device, it will be clearly identified inside the vehicle. Unless otherwise stated on the notification, GPS data will be collected continuously and on an on-going basis. The Employer may disclose the GPS records for any reason that is not barred by privacy legislation. You may consult with the employer regarding any concerns with GPS surveillance.

21 WORKPLACE IN GENERAL

21.1 INTRODUCTION

Along with the specific guidelines and procedures outlined throughout this 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.

21.2 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.

21.3 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.

21.4 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.

21.5 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 and, dependent on the circumstances, 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.

22 DRUGS AND ALCOHOL

22.1 ILLICIT DRUGS AND ALCOHOL

The use of drugs or alcohol jeopardises a safe workplace. 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 organisations or support groups.

The Employer has a zero-tolerance approach towards the presence of illicit drugs within the workplace. This includes the discovery of an employee with possession of an illicit substance, and any testing which results in a non-negative result within an employee's system above the detectable limit while at work.

Employees are not permitted to work while under the influence of alcohol and must conduct themselves responsibly at all times. For the purposes of this policy and due to the nature of your work, if at any time you are required to operate vehicles, heavy or otherwise, machinery or other high risk work, the blood alcohol content limit is zero (0.00%).

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

Non-compliance with this policy and any associated procedure by employees may result in disciplinary action up to and including termination.

22.2 PRESCRIBED/OVER-THE-COUNTER MEDICATION

Employees who are taking any prescribed/over-the-counter 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.

22.3 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 with the Employer. If you:

- are removed from the workplace due to impairment or reasonable suspicion of impairment
- return a non-negative 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. Non-negative 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 non-negative result, where necessary the Employer may direct you to attend further testing through an appropriate third-party provider for confirmation of the non-negative result. During this time, where you return a non-negative 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.

22.4 NO SMOKING POLICY

Smoking (including e-cigarettes/vaping) on the premises or in Employer vehicles is not permitted. You are only permitted to smoke in designated areas and during your breaks.

23 TERMINATION OF EMPLOYMENT

23.1 RESIGNATIONS

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

23.2 FAILURE TO PROVIDE REQUIRED NOTICE

If you terminate your employment without providing the required period of notice, you may not be entitled to your full termination pay. Depending on the terms of your employment contract and any other terms governing your employment relationship, an amount may be withheld from your termination pay that is equivalent to all or part of the notice not provided.

23.3 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 seven days may result in the employer taking action against you.

All Employer property should be returned to management.

23.4 RETURN OF VEHICLES

On termination of your employment, you must return any Employer vehicle in your possession to our premises. Failure to return the vehicle may result in the employer taking action against you.

23.5 GARDEN LEAVE

If either you or the Employer serves notice on the other to terminate your employment, the Employer may require you to take “garden leave” for all or part of the remaining period of your employment. Where garden leave is directed, you will be required to serve your notice period at home and will not undertake any duties relating to your employment.

During any period of garden leave you will continue to receive your full salary and any other contractual benefits.

The Employer reserves the right to require you to return to work during any period of garden leave.

You are still engaged as an employee while serving any period of notice on garden leave. As such, unless expressly authorised by the Employer, you are not permitted to undertake any secondary employment during this time. Further, the Employer may require you to return any Employer property in your possession while on garden leave.

24 EMPLOYEE HANDBOOK ACKNOWLEDGEMENT FORM

I _____ (please print name) acknowledge that I received a copy of this About Child Care Pty Ltd & A1 Fun Pty Ltd Employee Handbook and that I have read and understood it.

Signed:

Dated: