

# Employee Handbook



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# 1 INTRODUCTION

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## 1.1 Welcome

Australian Quality Care (**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.

Australian Quality Care is a registered provider to people with disability, we are committed to, and will abide by the NDIS Practice Standards and the Quality and Safeguards Commission requirements as outlined in this handbook.

This handbook outlines the policies and procedures of the Employer, so that you may become more familiar with the benefits available to you, as well as guidelines and rules that affect your employment. This handbook is not a standalone document and used in addition to the Employer's policies and procedures.

## 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.

The purpose of this handbook is:

- To provide the new employee with information regarding employment before their commencement;
- To provide an overview of some of the terms and conditions of employment, in a form which can be read and clearly understood by the new employee;
- To prepare the new employee for the Induction Process by making them aware of key policies and procedures relating to their job, especially in the areas of WHS, conduct and privacy; and
- To help employees succeed in their role.

## 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

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### 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.

On commencement with our service, new employees will be provided with a Staff Induction Checklist. This document will allow new employees to step their way through the induction phase to ensure that they are informed, and new employees and the Director will complete this document. The Induction Process allows new employees to familiarise themselves with how the Employer operates and introduces them to their co-workers. New employees are required to complete the checklist within the first two weeks of your employment or sooner.

New employees will have an orientation period and will be provided with ongoing relevant training through a person-centred approach. New employees will also be given full access to our policies and procedures and time to read them. Information distributed at this time includes complaints and feedback, cultural competence, support planning and management and participant's rights.

### 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.

All employees are required to keep up-to-date with their knowledge and skills related to their job roles. For some employees, this will require ensuring that they maintain currency and registration in relevant professional bodies.

If you wish to expand your knowledge and undertake professional training courses, then you should contact the Director to discuss training options.

First Aid qualifications are part of your job role (see First Aid). Training in Work Health and Safety areas such as fire safety and manual handling may be undertaken on an annual basis.

## 2.4 Training agreement

The Employer has a policy of encouraging its employees to undertake training in order to advance their career to the benefit of both the Employer and the individual.

The Employer may agree to contribute to the cost of the training. In this event, you may be asked to enter into a specific agreement for training (**the Training Agreement**). However, where the Employer has contributed to your training and your employment is terminated, for whatever reason, the Employer will seek reimbursement of the costs in line with the Training Agreement. Further details are available separately.

## 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.

All employees are required to receive at least one performance appraisal annually. For new employees, the first performance appraisal will occur within the first three (3) months of employment. Staff will be notified of the date of your performance appraisal and will be given the relevant documentation by the Director. Performance appraisals are based on your position description and are carried out by the Director.

As part of your annual performance appraisal, our management team will ensure that you are current with both our procedures and the NDIS legislative requirements. We take a collaborative approach, and you will have input into the performance review and potential areas of training and education that may be required. A training plan will be devised at this time to support you to perform according to our policies and procedures and to ensure that you maintain your knowledge of the NDIS legislative requirements such as:

- Complaints and Feedback Procedures;
- Incident Management Procedures;
- Recording and reporting procedures;
- NDIS Code of Conduct; and
- Requirements as per your job description

The performance review process may lead to:

- Additional training;
- Promotion;
- Increased wages;

- Increased hours;
- Improvement to our policies and practices.

## **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.

## 3 REMUNERATION AND HOURS

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### 3.1 Administration

#### i) Payment

Wages are processed weekly on Tuesday and will normally arrive in your bank account by Wednesday, 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. Your pay is to be considered confidential and should not be discussed with other employees.

#### 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 comply strictly with any time recording procedures relating to your work.

### 3.4 Hours of work

You may be rostered to work Monday to Sunday. Currently, the usual business hours are 12:00am to 12:00am, 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 you are late to commence or return to work, the Employer will deduct an amount of pay equivalent to your lateness. If you arrive for work more than one hour late without having previously notified the Employer, other arrangements may have been made to cover your duties and you may be sent off the premises for the remainder of the shift/day without pay.

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

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

### **3.6 Breaks**

Breaks are to be taken when arranged by the Employer. You are required to adhere to the break length 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, this will be processed as leave without pay unless you elect to utilise any accrued leave entitlements.

### **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

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

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

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 Public holidays

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

## 5 PERSONAL LEAVE FOR ILLNESS, INJURY OR FAMILY CARE

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### 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.

You are entitled to be paid for leave for illness, injury or family care in accordance with the relevant legislation, unless otherwise stated in your contract of employment. For the avoidance of doubt, casual employees are not entitled to paid leave for illness, injury or family care.

Your entitlement to paid leave for illness, injury or family care accrues over the course of your employment.

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

This 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 paid 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 Illness, Injury or Family Care leave

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

Text messages and e-mails are not an acceptable method of notification. Emails 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, a statutory declaration is required for all personal leave periods of leave due to illness, injury or family care, unless otherwise agreed by the Employer in specific circumstances.

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 personal 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 personal leave absence. The Employer will notify you of this requirement as appropriate.

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 personal leave is on two or more consecutive days.

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

The Employer retains the discretion to require evidence for carer's or family care 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

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### 6.1 Parental leave

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

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

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

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

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

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

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

You may be entitled to government funded parental leave. The Paid Parental Leave scheme is fully funded by the Australian Government. Employees who are expecting a child or adopting a child are eligible for up to 18 weeks of paid Parental Leave at the rate of the National Minimum Wage if they meet the Eligibility criteria. For further details, eligibility criteria and to apply for this payment please refer to the Department of Human Services.

From 1 January 2013, two weeks of Dad and Partner Pay will be paid by the Government at the minimum wage if you're on unpaid leave from work, after having a baby or adopting a child. Requests are to be made via the Parental Leave Request Form, and the employee and the Employer will need to reach an agreement as to your unpaid leave period. For further details and to apply for this payment please refer to the Department of Human Services.

## 6.2 Compassionate leave

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

- Contracts or develops a personal illness that poses a serious threat to their life; or
- Sustains a personal injury that poses a serious threat to their life; or
- Dies.

## 6.3 Long service leave

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

## 6.4 Community service leave

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

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

## 6.5 Family and domestic violence leave

You are entitled to five days of unpaid family and domestic violence leave per annum.

This leave is available to you if you are experiencing violent, threatening or other abusive behaviour by a family member that seeks to coerce or control you and that causes you harm or fear. The leave can be taken where you need to do something to deal with this impact of this, and it is impractical to do so outside of your ordinary hours of work. 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; or
- Access police services.

For the purposes of this leave entitlement, family member includes:

- 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 five 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 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 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 and will normally be without pay.

## **6.7 Leave without pay**

Requests may be made for leave without pay. This type of leave is subject to staffing levels at the time of the request. Consideration will be given to the circumstances for the intended leave and the employment record of the applicant. Leave without pay will be granted at the Director's discretion and subject to negotiation with the Director.

## 7 TIME OFF IN LIEU

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### 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 work day 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 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 SAFEGUARDS

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### 8.1 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.

### 8.2 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, unless specific permission has been granted by a manager
- connecting, posting or downloading any information unrelated to their employment and, in particular, pornographic or other offensive material and
- engaging in computer hacking and other related activities, or attempting to disable or compromise the security of information contained on the Employer's computers.

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

### iv) Email

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

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

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

- comply with Employer communication standards
- only send emails to those to whom they are relevant

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

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

- any messages that could constitute bullying, harassment or other detriment
- personal use (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.

### **8.3 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. You should commit all work time to your duties.

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

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

Personal mobile phone can be used during work time for business purposes only. This may include, but not limited to:

- clocking in and out of your shift
- recording progress notes and activity information

- taking photograph of activities with the participants.

You are not permitted to use your mobile phones for personal reason, eg social media and non-work-related messages. You should commit all work time to your duties. The Employer reserves the right to direct you to switch off any device at any time.

## 8.5 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 STANDARDS

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### 9.1 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.

### 9.2 Participant service expectations

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

- Respecting the rights of participants to make their own decisions;
- Treating participants with respect and dignity;
- Maintaining the participant's privacy;
- Maintaining safe work practices and reporting unsafe practices, environments or equipment;
- Attending mandatory training sessions;
- Complete Mandatory Worker Orientation Module and submit a copy of the certificate;
- Provide and maintain all relevant State Clearances against current NDIS Worker Screening Requirements;
- Follow the NDIS Code of Conduct requirements;
- Refer to policies and procedures, as required;
- Performing duties with a high standard of care and professionalism;
- Wearing full uniform and an identification tag, always, when on duty;
- Recording and documenting participant information as required;
- Maintaining all document security (such as not leaving the participant's paperwork on the front seat of the car);
- Being reliable and acting with honesty, integrity and comply with the Code of Conduct;

- Inform line manager of work absences as soon as you are aware;
- Report any potential or real risks of harm to management; and
- Ensure that you are maintaining your currency in your work practices and knowledge of the NDIS Standards and Rules.

This list is not exhaustive.

All staff are required to sign a “Code of Conduct” form and a “Privacy and Confidentiality Agreement”. Disciplinary action will be taken if you do not abide by it.

### **9.3 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.

### **9.4 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.

### **9.5 Gifts**

The Management Team recognises that participants on occasion, like to give gifts to employees. Employees are only permitted to take a gift that can be shared by other employees. Money is not to be accepted under any circumstances.

### **9.6 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 will render you liable to pay the full or part of the cost of repair or replacement
- any loss to the Employer that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work, will render you liable to reimburse to us the full or part of the cost of the loss and
- in the event of an at fault accident whilst driving one of the Employer's vehicles you may be required to pay the cost of the insurance excess.

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

## 9.7 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.

You should wear clothes appropriate to your job responsibilities, and they should be kept clean and tidy at all times.

Specifically, you must ensure that you comply with the following requirements:

- Employees are required to dress to a standard appropriate to the role, to ensure their safety and maintain the image of the Employer.

Specifically, the following items of clothing are considered inappropriate for all duties and must not be worn:

- Crop tops;
- Low cut tops;
- Tight fitting exercise pants/leggings;
- Short shorts;
- Clothing with offensive images or slogans; and

- Clothing that is ripped, torn or dirty.

If an employee is provided with a uniform, it is required that each employee will wear the uniform while attending the Employer's business and in the course of their duties, whether on-site or off-site. It is expected that employees maintain the uniform in good order. Employees may discuss replacement uniforms with their supervisor.

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

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

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

## 9.8 Emergency Procedure

### First Aid Procedure

- Employees must hold current first aid certification that is kept on file by the Employer;
- Employees must undertake immediate first aid if required but must not move a participant. Employees must call for assistance from an Ambulance and then contact your supervisor.

## 9.9 Changes in employee information

Employees must notify Director as soon as practicable if there are changes to any of their details, including name, address, and other contact details; emergency contact details; and further information relating to emergency medical treatment. Changes are to be reported in writing.

Your employment record is kept confidential in the Employee Records. At the commencement of employment; you are required to complete a form for management to retain in your file.

It is also your responsibility to maintain up-to-date professional registrations, a criminal record check, a working with children check, driving licence and car insurance (as appropriate). It is your responsibility to advise management of any changes that may affect your conditions of employment, such as the status of your licences, checks and registrations, as well as changes in your name, address or contact details.

## 10 NDIS PRACTICE STANDARDS AND QUALITY INDICATORS

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### 10.1 Rights and Responsibility for Participants

Participants have the right to receive the following level of care:

- Person-Centred supports;
- Right to individual values and beliefs;
- Privacy and dignity;
- Independence and informed choice; and
- Protection from violence, abuse, neglect, exploitation and discrimination.

It is important to us that the participant knows and understands their rights. We are here to support the participant and to provide guidance and assistance in any choices.

People with disability have the right to respect, dignity and full participation in society.

We respect their right to privacy and confidentiality of any personal information and records and will uphold their right to make decisions.

It is their right to try new things, and we will assist them in doing so while ensuring that they are treated fairly and independently.

The participants have the right to talk freely and express thoughts, opinions and choices. We will listen to the participants and support the choices made. Consultation with participants includes their family, advocates and support workers as required by participants.

We understand that everyone communicates in different ways, we have a variety of ways that allow the participants to communicate with us safely, without discrimination and in privacy.

We will support and help the participants to take part within the community of choice and promise to work with the participants, their family, advocates and support workers if the participants wish.

The Employer respects the participants' cultural background and understands that there are needs and requirements that may come with it.

### 10.2 Governance and Operational Management

Management has the following functions:

- Governance and Operational Management
- Risk Management

- Quality Management
- Information Management
- Feedback and Complaints Management
- Incident Management
- Human Resource Management
- Continuity of Supports

It is important to us that the participants feel free to tell us what they think about the services we offer, and we will listen to the participants. It is their right to share their thoughts and opinions on anything related to the services we offer, whether it is good or bad. We will welcome it, without discrimination or negative consequences.

The participants can seek support from another person, whether that means a family member, support worker, advocate or the Ombudsman. Whatever the issue, we will do everything to solve the problem for the participants and to improve our services.

The Employer appreciate the participant feedback and opinions about our services and will make improvements based on their feedback.

The Employer has excellent staff and training, continuous improvement of services, proper working processes, clear communication between the staff and participants. These are all key to our service management.

The Employer will always endeavour to meet service standards and maintain excellent service management by working closely with our participants to strengthen our systems and to ensure positive results from any problems that may arise.

Management possesses the skills and experience to monitor the effectiveness of the organisation's policies and procedures and make changes as needed.

### **10.3 The Provision of Supports**

The Employer provides the following supports to participants:

- Access to supports
- Support planning
- Service agreements with participants
- Responsive support provision
- Transition to or from the provider

The Employer will support the participant's choices, wishes and goals. The Employer will offer guidance and help the participant to recognise their strengths and weaknesses, so the participant can learn and develop skills to help the participant to achieve their goals and set even more.

The Employer will work fairly with the participant as an individual irrespective of age, gender, cultural background or sexuality.

The Employer is here to assist anyone enquiring about our services. The Employer will support and advise if needed or make a referral to an alternative service if required. The participants have the right to seek and find the service wanted and have access to the support required.

The Employer will provide any assistance needed for participants to participate actively and meaningfully in their care, and we can develop connections within the community to help the participant do this.

## 10.4 The Support Provision Environment

The Employer endeavours to provide the following environment while supporting participants:

- Safety;
- Responsible handling of money and property;
- Responsible management of medication; and
- Responsible management of waste

The Employer endeavours to ensure that participants are always safe. Participants' safety incorporates both physical and emotional environments. Employees are trained in how to keep the participants safe and to report any risks or potential risks.

We will work with the participant and their representatives regarding the payment of fees and charges. The Employer ensures that all information is clear and accurate. Employees are trained in managing the medication process so that participants who require medication are provided with the appropriate level of care.

The Employer endeavours to sustainably manage waste through recycling methods.

## 10.5 Code of Conduct Policy

This policy outlines a code of conduct to govern the decisions and actions of employees.

During orientation, employees will learn the procedure to take when allegations of abuse are made. The NDIS Quality and Safeguards Commission (2018) states that as a worker providing supports to people with a disability, employees must:

- Act with respect for individual rights to freedom of expression, self-determination and decision-making in accordance with applicable laws and conventions;



- Respect the privacy of people with disability;
- Provide supports and services safely and competently, with care and skill;
- Act with integrity, honesty and transparency;
- Promptly take steps to raise and act on concerns about matters that may impact the quality and safety of supports and services provided to people with disability;
- Take all reasonable steps to prevent and respond to all forms of violence, exploitation, neglect, discrimination and abuse of people with disability; and
- Take all reasonable steps to prevent and respond to sexual misconduct.

The following definitions are to be used in interpreting the above procedures to take when allegations of abuse are made:

## Definitions

Abuse	is hurting someone, hitting or saying hurtful things.
Discrimination means	treating a person differently due to race, sex, age, disability or culture.
Exploitation means	treating someone unfairly, usually to gain a profit or advantage.
Neglect	is when someone does not provide the support or help needed. It can also be not giving enough food or not listening to a participant.
Sexual Misconduct	is any unwelcome behaviour by force, intimidation, coercion, harassment or manipulation.

## 10.6 Advocacy

Employees are to be aware of participants' right to an advocate. An advocate is a person who will listen to the participant, help them to make decisions about what should happen in their life and help them to make those decisions work by speaking on their behalf. An advocate will make sure that participants are supported, rights are respected and speak out if the participant's needs are not being met.

Participants are encouraged to bring their advocate to the initial meeting, for input into the assessment and planning processes and to ensure a person-centred support plan.

Participants may use an advocate:

- any time they wish to communicate with us;
- at initial consultation; and
- during interviews and reviews.

## 10.7 Consent

Consent and privacy are linked. Employees are not able to discuss or give any information about a participant unless the participant has given consent. Employees must always fully understand when permission is required before discussing or disclosing information, and if employees have any doubt, they must ask the Employer for help.

The Employer will ask the participant to sign a consent form, especially if this is consent for the release of their personal information.

Participants can withdraw consent at any time. The Employer will need the participant's consent to:

- Be able to read the information provided about the participant, so the Employer can provide any information about the participant to other service providers, their family or advocate.
- Collect data for funding bodies.
- Ask people to attend the participant's person-centred planning meeting.
- Carry out any training programs or behaviour change programs that it may want to put in place.
- Assist the participant to see a doctor or a dentist.
- Give medication to the participant.

## 10.8 Communication

Communication and informing employees, participants and others is pivotal to providing person-centred and informed support. It is essential that employees have a point of contact. Your Director will be your initial contact regarding any work-related tasks.

The Director may not have the correct or relevant information concerning your employment details so the Director is your contact about your wages, leave or any related information.

The nature of your role means that you may feel isolated, but the Employer would like you to understand that we value your work. The Employer will communicate with employees in various ways, including:

- Staff Meetings;
- Emails;
- Newsletters; and
- Site visits by supervisors.

## 10.9 Assisting with Family Communication

The Employer encourages and will support families to maintain contact with participants. Participants' consent is required for the family to contact the Employer for information and support. Families or an advocate can be involved in planning the services that the participant will receive through their person-centred planning meeting.

The Employer can help the family by:

- Communicating in a way they can understand;
- Providing information about available services, including those provided by Support Services and by other agencies;
- Helping to build trust and respect between staff members, families and the participant;
- Providing them with the opportunity to take part in the planning of service delivery;
- Creating opportunities to develop links with families;
- Assisting them to access counselling and support services;
- Providing them with access to effective complaint procedure; and
- Assisting them to access advocacy services where available.

## 10.10 Interpreter Services

If a participant is from a non-English speaking background, the Employer will attempt to place an employee who speaks that language with them. Permission is required to access an interpreter.

The interpreter is required to document in the participant notes stating that they were present for any meetings with the participant and staff/workers. Telephone interpreter services will be used in crisis/emergencies.

## 10.11 Risk management

The Employer have established and maintained a Risk Management Plan, NDIS Practice Standards and Quality Indicators. This plan identifies and addresses the risk to;

- Employees, including lack of suitably qualified staff, extended staff illness, staff injury due to WHS risks.
- Participants, including environmental, fire, falls, transport, staff working in Participant's home, interruptions to service delivery.
- The Organisation, including loss of funding, inability to deliver funded outcomes within budget, lack suitably qualified staff, extended staff illness, damage to reputation and relationships.

## 10.12 Risk Management Procedure

Identify the hazard and risk, assess and report the hazard and risk, monitor and maintain participant and employee safety. Document circumstance of hazard/risk and evaluate the resolution of hazard incident.

## 10.13 Continuous Improvement Policy

Employees and participants are permitted to give feedback or make a complaint. Our collaborative and person-centred approach means that the Employer will respond to information to improve the services provided.

Our policy is to seek feedback from participants. Feedback may lead to changes in procedures and processes. We aim for a high-quality service that meets the need of our participants. Employees are an integral part of this, so we will seek information from employees and give feedback on their practices.

## 10.14 Complaints and Feedback Policy

The Employer welcome complaints and feedback from employees, participants, family and visitors. A complaint and feedback form can be submitted to the Director. Any complaint or feedback is encouraged, and any individual has a right to make comments in a blame-free, resolution-focused culture, respecting the right to privacy and confidentiality.

All employees are made aware of the existence of the Complaint / Feedback form. As an employee, you must offer to document a complaint on behalf of a participant (if required) and refer the matter to management. Participants have been advised of their rights to take their complaint to wherever and whomever they feel comfortable and will be offered an independent advocate (if required).

## 10.15 Complaints Procedure

Where applicable, employees are to contact Management for directions regarding the following complaints:

- If a complaint is about Support or Services that will be dealt with by management;
- If the complaint is about an employee it will be dealt with by management; and
- If the complaint is about Management, an external person or body may be approached (see Complaints policy for more information).

Employees are not permitted to discuss complaints with anyone who does not have responsibility for resolving the issue.

## **10.16 Reportable Incidents, Accidents and Emergencies Policy**

The Employer seeks to minimise risk and prevent incidents with appropriate participant care plans, assessment and review. Employee compliance is monitored, and ongoing training is given. At Orientation, all employees will have a complete run-through of the procedures involved when an incident occurs. The correct procedures to take when dealing with an incident is documented in the Staff Induction Checklist.

Reportable Incidents are serious incidents or allegations which result in serious harm to an NDIS participant. These incidents must be notified immediately to management for recording and reporting. Notify the NDIS Commission within 24 hours of:

- The death of an NDIS participant;
- Serious injury of an NDIS participant;
- Abuse or neglect of an NDIS participant;
- Unlawful sexual or physical contact with or assault of an NDIS participant;
- Sexual misconduct committed against or in the presence of an NDIS participant, including grooming of an NDIS participant for sexual activity; or
- The unauthorised use of restrictive practice in relation to an NDIS participant.

## **10.17 What is Restrictive Practice?**

Restrictive practice includes seclusion and chemical, mechanical, physical and environmental restraints.

## **10.18 Working with Children (Child Protection Policy)**

The Employer recognises that prevention is the best protection from abuse and neglect.

All employees have a duty of care to implement prevention strategies.

If you are working in a Risk-Assessed Role, you must have current clearances and criminal record checks.

The Employer as a mandatory reporter is required to report any indicators to the Director, who will follow the required State reporting processes.

## **10.19 Procedure for Reportable Incidents**

Reportable Incidents are serious incidents or allegations which result in serious harm to an NDIS participant. These incidents must be notified immediately to management.

A report must be made if:

- A participant shows a change in behaviour or mood that may indicate they are being abused;
- You observe someone behaving towards a participant in a way that makes you feel uncomfortable;
- A participant tells you that another person is abusing them;
- A person tells you that they are abusing a participant;
- A participant or visitor tells you that they have observed abusive acts;
- You observe an action or inaction that may be considered abusive; or
- You suspect or have any reason to believe a participant is being abused.

Please Note: Failure to report an abusive situation may result in a Criminal Offence.

## **10.20 Assistance with Medication**

The Director will speak with participants and complete an assessment regarding medication needs. Where we have concerns about the participant's ability to safely manage medication, a Self-Administration of Medication assessment must be completed. Only staff with relevant qualifications can deliver medication.

## **10.21 Agreements, Assessments and Support Plans/ Care Plans**

This policy focuses on the participant's outcomes and how we will undertake a collaborative approach with the participant and all the relevant parties. The participants are the focus of this plan, and all aspects of it are designed with the participant's needs, interests and aspirations as the focus. The following processes are undertaken:

- Assessments are undertaken prior to commencement;
- The Director or their delegate conduct all assessments face-to-face with the participant and/or their representative/advocate;
- Assessment interview time/s are arranged by telephone. The participant is informed that they have the opportunity to have their representative to be present if required or desired;

- An interpreter and information in the participant's language will be sourced if their background and language require these services;
- During the assessment process, explain to the participant - information on the collection and use of information, privacy and confidentiality considerations and advocacy is detailed at this time;
- The Director reviews the completed assessments. Areas of independence and identified needs form the basis of discussing support;
- Developing a support plan is a consultative process between all relevant parties. Once the support plan has been determined, and the participant is happy, then they can sign off on the plan and issue a copy to the participant;
- Staff record the participant's goals and aspirations. These goals and aspirations will focus on the participant as an individual, be flexible and subject to change depending on progress and other factors. Records will include personal goals and aspirations, unique skills and strengths and promote independence;
- Staff will collect information during their work with participants. This evidence-based information is recorded to ensure the service delivery meets current needs, interests and aspirations;
- Assessments will be conducted in the future to ensure needs continue to be met; and
- Support plans are reviewed regularly to ensure that the participants are continuing to receive relevant supports. If it becomes evident that supports should be adjusted, then we will consult with participants and representatives. Reviews will occur as required.

## 10.22 Continuity of Support

This policy is to manage and provide participants with the continuous support. Director will arrange schedules to suit your availability. Director will pair you with participants that match your skills and knowledge.

If you have a second language or relate to a cultural group, then Director may link you to participants who seek workers with these attributes. Consideration is given to your home location during the work allocation process. The Employer will place you close to home if feasible.

Employees are allocated to a participant regularly to allow for predictability and provide continuous support. All supports are linked to the participant's plan and demonstrate consistency with their preferences and needs.

What will happen if the participant's worker is absent?

- Australian Quality Care will contact staff with relevant qualifications as a suitable replacement.
- Where possible, provide a staff member who has worked with the participant previously and is aware of the participant's requirements.

- Where possible, advise the participant of replacement staff and gather feedback on the replacement staff member.
- Replacement employees are required to be sensitive to the participant's needs and ensure that care is consistent with their expressed preferences.

## **10.23 Networking and Community Engagement**

The Employer will engage with networks and local communities to ensure that our participants have opportunities to be involved in activities and areas of interest. We will access networks such as religious groups, local ethnic communities or groups that you wish to engage with. We believe that it is essential for participants to be part of their community. If the employees have links to any networks and communities, please contact Director.



## 11 GENERAL TERMS

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### 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 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 WHISTLE-BLOWERS

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

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

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

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

## 13 CAPABILITY

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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

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### 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 unsatisfactory conduct, misconduct and serious misconduct shown in this policy, a breach of other specific conditions, procedures and practices set out elsewhere in this Employee Handbook or that have otherwise been made known to you, will also result in this procedure being used to deal with such matters.

### 14.3 Rules covering unsatisfactory conduct and misconduct

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

- failure to abide by the Employer's health and safety policies and procedures and your general health and safety responsibilities
- actions which could threaten the health and safety of yourself, your colleagues or others
- persistent absenteeism and/or lateness
- unsatisfactory standards or output of work
- rudeness towards customers/clients, members of the public or your colleagues, objectionable or insulting behaviour, harassment, bullying or bad language
- failure to devote the whole of your time, attention and abilities to our business and its affairs during your normal working hours
- unauthorised use of email, internet and/or social media
- failure to carry out all reasonable instructions or follow our rules and procedures
- 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
- deliberate damage to property
- deliberate acts of unlawful discrimination or harassment
- Abuse, neglect or extortion of clients
- 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 following procedure:

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

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

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

There may be occasions where the performance or conduct of an employee is serious enough to by-pass one of the above steps and move immediately to a first and final written warning but not a summary

termination. This option might be used in circumstances where the Employer's policy is breached but it is not so serious as to warrant instant termination.

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

## **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

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### 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.

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

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

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



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

### **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.

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.

## **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 GRIEVANCE

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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.

## 17 PRIVACY

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

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

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

At Orientation, your Emergency Contact details are recorded. These details are kept confidential and only accessed as required by authorised staff. Information is kept in your personal file and securely on the database.

You must inform management if there are any changes to your contact within five working days. The Employer is committed to protecting and upholding the right of privacy of participants, employees and management. The Employer protects the privacy of individuals in the way information is collected, stored and the use of this information. Employees are required to be consistent and careful in the way they manage what is written and said about participants and how they decide who can see or hear this information.

Participant records will be confidential to participants and employees only directly engaged in the delivery of service to the participant. Information about participants may only be made available to other parties with the consent of the participant. All participant records will be kept on a securely protected database that is restricted to employees directly engaged in the delivery of service to that participant. Participant paper records will be kept securely in a locked filing cabinet in the office of the Director.

### 17.1 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.

## **17.2 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.

## 18 EQUAL OPPORTUNITIES AND ANTI-DISCRIMINATION

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### 18.1 Statement of policy

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

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

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

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

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

### 18.2 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 MOTOR VEHICLES

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### 19.1 General requirements

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

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

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

### 19.2 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.

### 19.3 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.

### 19.4 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.

The Employer reserves the right to request to deduct the cost of the valet from your pay where you fail to adequately clean the vehicle.

## **19.5 Fines**

We will not be held responsible for any fines (eg parking, speeding, tolls etc) incurred by you whilst working for the Employer. If we receive the fine on your behalf, we may pay the fine and reserve the right to request to deduct the cost from any monies owing to you.

## **19.6 Tolls/tags**

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

## **19.7 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.

## **19.8 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.

## **19.9 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 DRUGS AND ALCOHOL

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### 20.1 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 reading of a substance 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.

### 20.2 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.

### 20.3 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 or engagement with the Employer. If you:

- are removed from the workplace due to impairment or reasonable suspicion of impairment
- return a positive result following testing
- return a blood alcohol level of more than 0.00 or the equivalent in urine or breath samples

- refuse reasonable direction to undertake drug and alcohol screening or
- are in possession of illegal drugs for supply or consumption in the workplace or the Employer's vehicles.

This list is not exhaustive.

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

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

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

## **20.4 No smoking policy**

Smoking on the premises or in Employer vehicles is not permitted. You are only permitted to smoke in designated areas and during your breaks.

If working on alternative sites, you must adhere to all relevant client site-specific policies and procedures regarding smoking.

The Director will request that those participants who smoke, refrain from doing so while our employees are performing their duties. The Employer is committed to a safe workplace for its employees. As an employee, you are not to smoke in or around the participant's environment or while wearing our uniform.

## **21 TERMINATION OF EMPLOYMENT**

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### **21.1 Resignations**

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

### **21.2 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.

### **21.3 Return of employer property**

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

All Employer property should be returned to management.