

A close-up photograph of two large green leaves with numerous water droplets of various sizes on their surfaces. The leaves are vibrant green and have prominent veins. The background is a soft, out-of-focus green.

LANDCARE EMPLOYMENT

Replace with your logo

# Insert group name Employee Handbook



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# 1. Introduction

## 1.1 Welcome

[INSERT YOUR GROUP NAME] (the Employer) would like to wish you every success during your employment, whether you have recently joined or whether you are an existing employee. It is hoped that your experience of working with us is positive and rewarding.

## 1.2 Purpose of the employee handbook

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

## 1.3 Principle of equality

The Employer is committed to providing equal opportunities and applying the principles 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 consulted when interpreting your rights and obligations under your terms of employment.

## 1.5 Access to award and the National Employment Standards

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



## 2. Joining the organisation

### 2.1 Induction

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

### 2.2 Probationary period

The length of your probationary period is set out in your contract of employment. Casual employees are not subject to a probationary period.

During this period, your work performance and general suitability will be assessed and, if it is satisfactory, your employment will continue.

However, if your work performance is assessed as generally unsuitable, the Employer may either take remedial action (which may include the extension of your probationary period) or terminate your employment at any time prior to confirmation of your employment.

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

### 2.3 Employee training

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

### 2.4 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 Job description

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

## 2.6 Performance and review

The Employer's policy is to monitor your work performance on a continual basis so that we can maximise your strengths and help you with any development areas. We have an employee appraisal scheme in place for the purpose of monitoring employee performance levels with a view to maximising the effectiveness of individuals through annual Review and performance bonus and assessment.

## 2.7 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.

## 2.8 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.

## 2.9 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.

## 2.10 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

### 3.1 Administration

#### i) Payment

Wages are processed fortnightly on Friday and will normally arrive in your bank account by Monday, depending on your bank. Wages will be paid in arrears. You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions that have been made and the reasons for them, for example, tax and agreed deductions.

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

#### ii) Overpayments

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

#### iii) Overtime

Where you feel that additional hours are outside your normal duties, you must have these hours approved, in writing, by management prior to working these hours. You will not be paid any overtime unless this approval has been provided.

Additional hours worked to complete your ordinary duties, for example, staying back late to correct your own 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 sign in and sign off using the Xero Me App at the commencement and end of your shift and when taking breaks. Any failure to sign in and sign off in accordance with management instruction may result in the processing of your pay being delayed until the following pay period.

Deceitful behaviour, including incorrectly completing time recordings, completing time recordings on behalf of another employee, or allowing another employee to complete time recordings on your behalf is strictly prohibited and may result in disciplinary action up to and including termination.

### 3.4 Hours of work

You may be rostered to work Monday to Friday as agreed with the Employer with a break of 30 minutes minimum.

### 3.5 Lateness/absenteeism

In the event you are going to be late for 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.

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

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

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

### 3.6 Breaks

Breaks are to be taken when arranged by the Employer. These are to be a minimum of every five hours. 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 changes can be made to resolve the issue.

### 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

### 4.1 Annual holidays

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

Your annual leave pay will be at your normal basic pay unless shown otherwise in your contract of employment.

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

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

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

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

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

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

Due to high operational demands annual leave will not normally be granted during the annual muster period.

### 4.2 Annual shut down

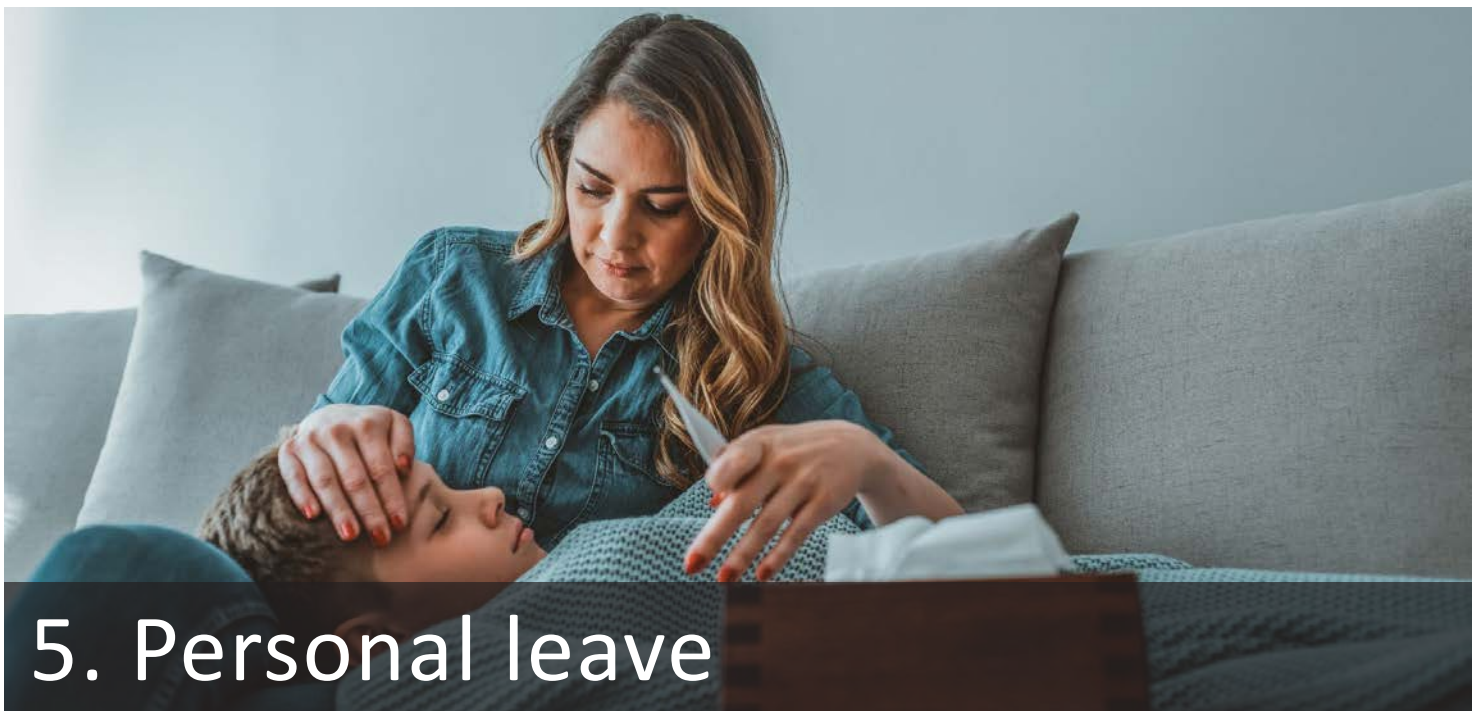
The Employer may choose to temporarily shut down, for instance during the end of the year period. Where practical, the Employer will provide 28 days' notice of this intention. If we do, you are required to reserve sufficient days from your annual leave entitlement to cover the shutdown period.

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

### 4.3 Public Holidays

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





## 5. Personal leave

### 5.1 Entitlements

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

Paid personal leave accrues over the course of your employment.

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

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

Unused leave will not be paid out on termination.

You are entitled to take personal leave:

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

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

- a personal illness or personal injury affecting the member or
- a sudden or unexpected emergency affecting the member.
- an immediate family member is a:
  - spouse
  - de facto partner
  - child
  - parent
  - grandparent
  - grandchild
  - sibling or
  - child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner.

A household member is any person who lives with you.

### 5.2 Notification of personal leave

You must notify your direct manager by telephone in first instance and text on the first day of incapacity or at the earliest possible opportunity and, in any case, by no later than at least one hour before your usual start time.

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, statutory declaration is required from the employee setting out the reasons for the absence in circumstances where the leave is on two or more consecutive days.

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

### 5.4 Return to work

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

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

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



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

### 5.5 General

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

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

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

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



## 6. Other leave

### 6.1 Parental leave

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

Under the NES, employees who will have at least 12 months of continuous service as at the expected date of birth of the child or placement of the child, are entitled to 12 months of unpaid parental leave.

Casuals with at least 12 months of service on a regular and systematic basis with a reasonable expectation of continuing work with the Employer on a regular and systematic basis had it not been for the birth or adoption of the child are also entitled to unpaid parental leave.

You may request up to an additional 12 months of leave which will only be refused by the Employer on reasonable business grounds after discussion with the Employer, a genuine attempt to reach an agreement about any extension, and consideration of the consequences of refusal for you.

Any request to extend unpaid parental leave must be made to the Employer at least four weeks before the end of the available parental leave period.

Other forms of leave, such as annual leave and long service leave, may be taken concurrently with parental leave, but when combined with the unpaid parental leave must not exceed the 12-month period.

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

- a medical certificate indicating the expected date of birth of the child, or, where the leave is adoption-related, the expected date of placement
- an expected return date, and
- for a child born or adopted before 1 July 2023- details of any parental leave your partner intends to take.

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

### **Child born or placed for adoption before 1 July 2023**

You may take up to 30 days of your entitlement to parental leave as unpaid flexible parental leave.

Flexible parental leave can be taken in a single continuous period of one or more days or separate periods of one or more days each.

Flexible parental leave can be used in the 24-month period from the date of birth or placement of the child, you may not take flexible leave prior to the birth or placement of the child. Taking flexible parental leave will end your entitlement to take a continuous period of unpaid parental leave.

Ten weeks' notice is required for either parental leave or flexible parental leave. This can be done in accordance with the Employer's parental leave notification form.

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

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

You may take up to 100 days of your entitlement to parental leave as unpaid flexible parental leave.

Flexible parental leave can be taken in a single continuous period of one or more days or separate periods of one or more days each.

Flexible parental leave can be used in the 24-month period from the date of birth or placement of the child, or in the 6 weeks prior to the expected date of birth or placement of the child.

Flexible parental leave can be taken before or after a single continuous period of leave but cannot be used to break up that continuous period.

Ten weeks' notice is required for unpaid parental leave, or 4 weeks' notice for flexible parental leave. This can be done in accordance with the Employer's parental leave notification form.

## **6.2 Compassionate leave**

Full time and part time employees are entitled to two days paid compassionate leave for each occasion when:

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

For casual employees, compassionate leave is unpaid.

## **6.3 Long service leave**

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

## **6.4 Community service leave**

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

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



## 6.5 Family and domestic violence leave

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

This leave is available to you if you are experiencing violent, threatening or other abusive behaviour by a close relative, member of your household, or a current or former intimate partner that seeks to coerce or control you and causes you harm or to be fearful.

The leave can be taken where you require some time to deal with the impact of this and it is impractical to do so outside of your work hours. For example, you may take this leave to:

- make arrangements for your safety, or the safety of a family member (including relocation)
- attend court hearings
- accessing police services
- attending counselling or
- attending related medical, financial or legal appointments.
- For the purposes of this leave entitlement, a close relative refers to immediate family including:
  - your spouse, de facto partner (including a former spouse or de facto partner), child, parent, grandparent, grandchild or sibling
  - a child, parent, grandparent, grandchild or sibling of your spouse or de facto partner or
  - a person related to you according to Aboriginal or Torres Strait Islander kinship rules.

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

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

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

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

## 6.6 Time off

Circumstances may arise where you need time off for medical/dental appointments, or for other reasons. Where possible, such appointments should be made outside normal working hours. If this is not possible, time off required for these purposes may be granted at the discretion of management and will normally be without pay.



# TOIL

TIME OFF IN LIEU

## 7. Time off in lieu

### 7.1 Introduction

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

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

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

### 7.2 Eligibility

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

### 7.3 Your entitlements

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

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

TOIL accrues at the following rate:

- one hour worked equals one hour of TOIL.

### 7.4 Your responsibilities

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

### 7.5 Procedure

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

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

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



# 8. Safeguards

## 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
- connecting, posting or downloading any information unrelated to their employment and, in particular, pornographic or other offensive material and
- engaging in computer hacking and other related activities or attempting to disable or compromise the security of information contained on the Employer's computers.

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

#### **iv) Email**

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

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

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

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

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

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

#### **v) Monitoring**

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

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

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



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

For the avoidance of doubt, the Employer reserve the right to monitor all internet and email activity by you for the purposes of ensuring compliance with the Employer's policies and procedures and for ensuring compliance with the relevant regulatory requirements and you hereby consent to such monitoring.

Information acquired through such monitoring may be used as evidence in disciplinary proceedings.

### 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.

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.

Limited and reasonable use of personal mobile phones and other personal devices is permitted, provided such devices does not impact on your output or quality of work or workplace safety. 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.

## 8.6 Cash handling procedures

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

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

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

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

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





# 9. Standards

## 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 Customer service expectations

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

- attend to customers and your jobs promptly
- introduce yourself by name
- acknowledge customers by name when possible
- greet and thank customers courteously
- listen and respond in an attentive way to customer inquiries
- be polite, friendly and welcoming when communicating with customers, whether it be in person or by any other means

- do not swear or speak crudely in front of customers
- respect and protect customer property and
- protect confidential information relating to customers.

This list is not exhaustive.

## 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 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.

## 9.6 Dress and appearance

Consistent with the culture of the Employer, you will be expected to present a professional image with regard to your appearance and standards of dress and maintain excellent standards of personal hygiene at all times.

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

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

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

You must ensure that you comply with the following requirements:

- enclosed footwear to be worn in some instances due to WHS risks
- safety boots as required to be worn.

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

Any deliberate or persistent breaches of this policy may result in disciplinary action being taken against you. If you are in any doubt whether any aspect of your appearance or attire is appropriate for your job role you should contact management.





# 10. General terms

## 10.1 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.

## 10.2 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.

## 10.3 Banking and expenses

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

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

## 10.4 Employee's property & 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.



# 11. Whistleblower policy

## 11.1 Introduction

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

## 11.2 Who does this policy apply to?

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

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

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

## 11.3 Reportable conduct

Reportable Conduct is conduct which involves:

- dishonest behaviour
- fraudulent activity
- unlawful, corrupt or unethical use of company funds or practices
- improper or misleading accounting or financial reporting practices
- behaviour that is oppressive, discriminatory or grossly negligent
- unsafe work practices
- a serious risk to the health and safety of any person at the workplace
- a serious risk to public health, public safety or the environment, or
- behaviour which may cause financial loss to the Employer, damage its reputation or be otherwise detrimental to the Employer's interests.

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

## 11.4 Responsibility to report

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

## 11.5 How to report

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

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

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

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

## 11.6 Investigation of reportable conduct

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

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

Where a Discloser wishes to remain anonymous, the Discloser's identity will not be disclosed to the investigator or to any other person.

Information that is likely to lead to the identification of the Discloser can be disclosed without the Discloser's consent, provided that:

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

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

## 11.7 Confidential reporting

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

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

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

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

## 11.8 Protections and support available to disclosers

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

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

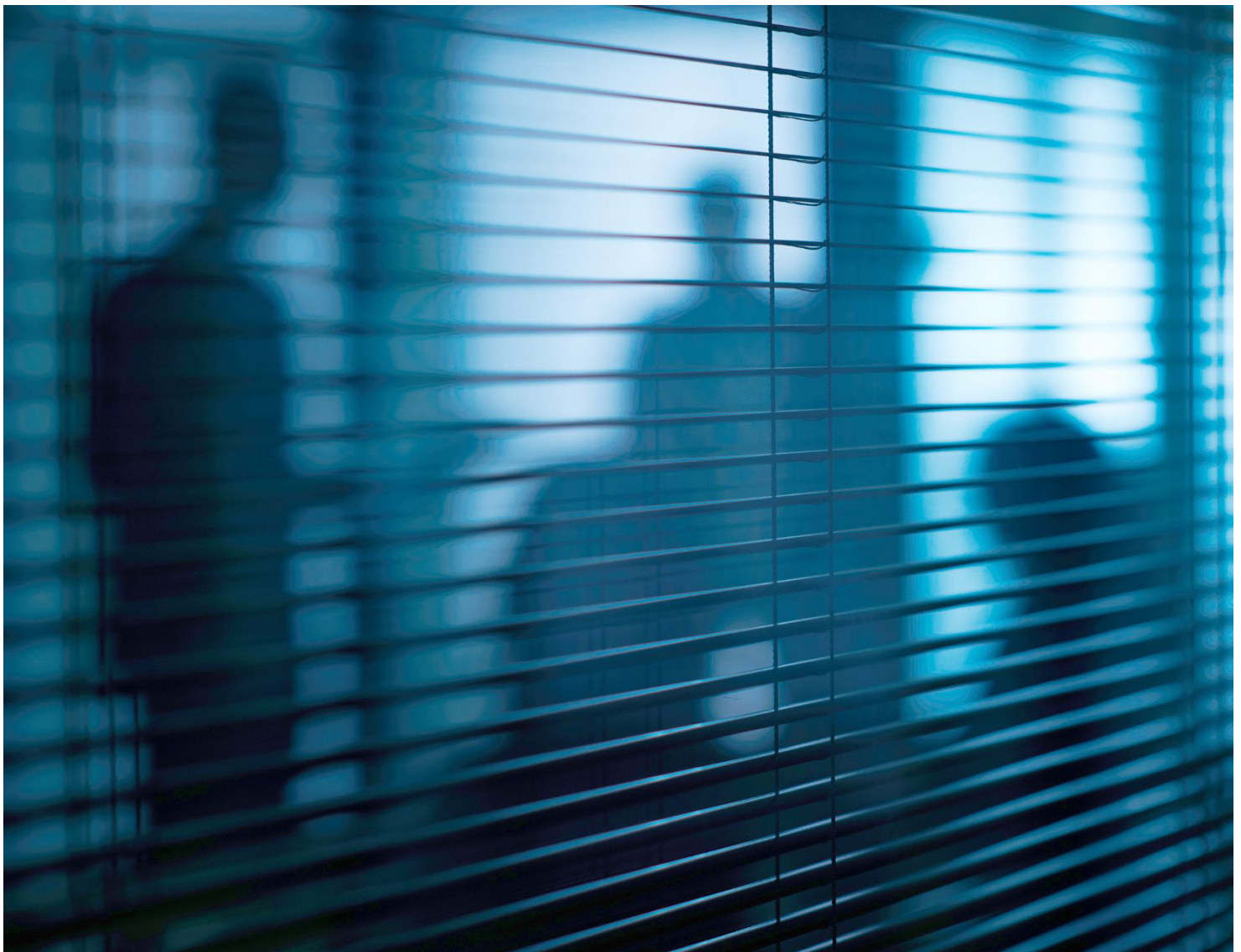
- dismissal
- injury of an employee in their employment
- alteration of an employee's position or duties to their disadvantage
- discrimination between an employee and other employees of the same employer
- harassment or intimidation of a person
- damage to a person's property
- damage to a person's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

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

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

### 11.9 Amendment and availability of this policy

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







# 12. Capability

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

## 12.1 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.

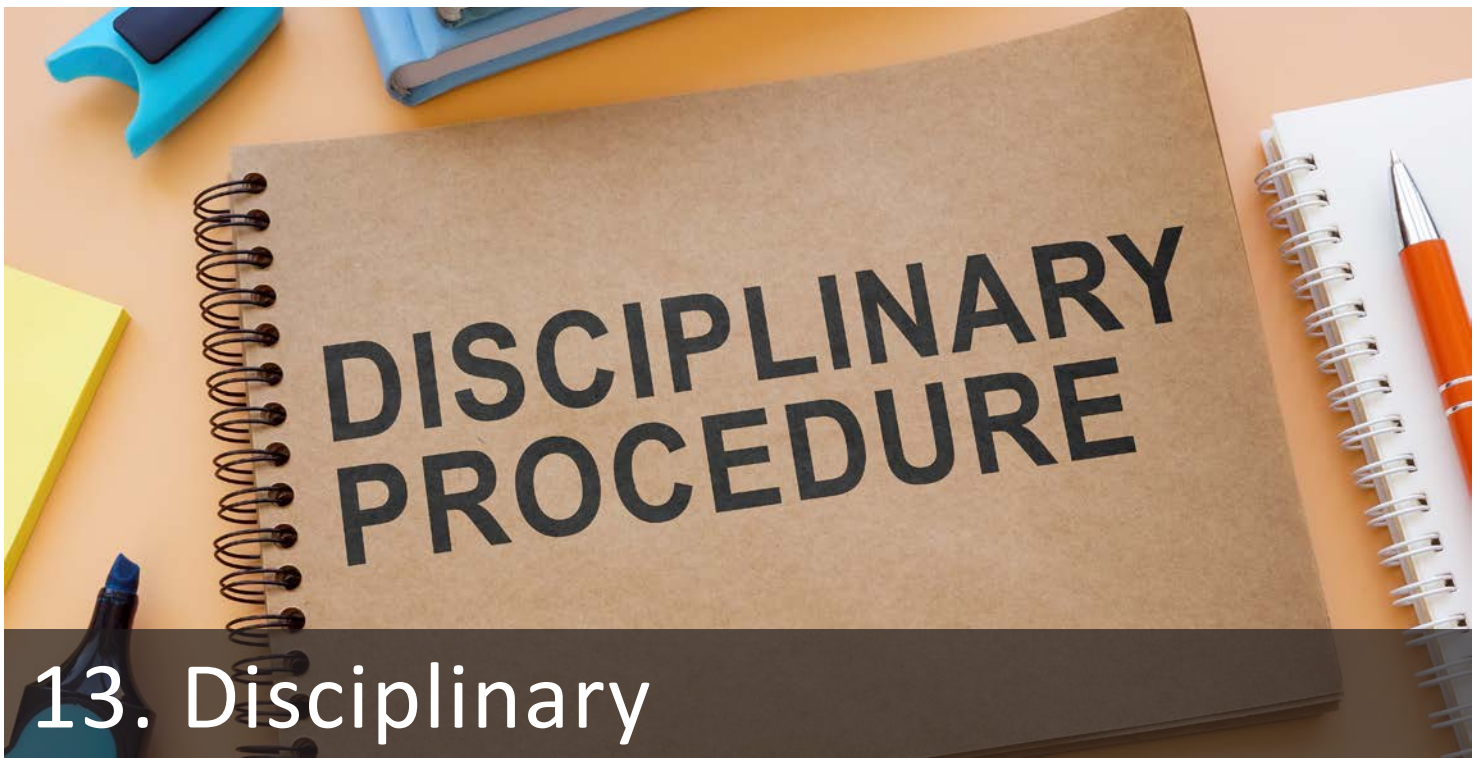
## 12.2 Personal circumstances/health issues

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

Under normal circumstances, this can be most easily obtained by asking your own doctor for a medical report. Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise.

When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with the Employer in your current role or, where circumstances permit, in a more suitable role.

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



# 13. Disciplinary

## 13.1 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.

## 13.2 Disciplinary rules

It is not practicable to specify all disciplinary rules or offences that may result in disciplinary action, as they may vary depending on the nature of the work.

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

### 13.3 Rules covering misconduct

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

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

### 13.4 Serious misconduct

Occurrences of serious misconduct are significant because the penalty may be termination without notice, even without any previous warning being issued. It is not possible to provide an exhaustive list of examples of serious misconduct. However, any behaviour or negligence resulting in a fundamental breach of your contractual terms that irrevocably destroys the trust and confidence necessary to continue the employment relationship will constitute serious misconduct. Examples of offences that will normally be considered to be serious misconduct include serious instances of:

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

### 13.5 Disciplinary procedure

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

The outcomes include:

- formal verbal warning
- written warning
- final written warning
- a reduction in classification, position and/or remuneration or
- termination (including termination without notice in the event of serious misconduct).
- there may also be occasions where disciplinary action warrants suspension.



Ordinarily a disciplinary outcome will be provided after:

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

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

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

### 13.6 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.



# 14. Bullying and harassment

## 14.1 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.

## 14.2 Harassment

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

We recognise that we have a duty to implement this policy and all workers are expected to comply with it. Harassment is any unwanted physical, verbal or non-verbal conduct based on grounds of age, disability, gender identity, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation which affects the dignity of anyone at work or creates an intimidating, hostile, degrading, humiliating or offensive environment.

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

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

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

- insensitive jokes and pranks including inappropriate comments based on sex
- lewd or abusive comments about appearance
- asking intrusive personal questions based on a person's sex
- deliberate exclusion from conversations
- displaying abusive or offensive writing or material
- unwelcome sexual advance, or an unwelcome request for sexual favours
- unwelcome conduct of a sexual nature
- unwelcome touching and
- abusive, threatening or insulting words or behaviour.

These examples are not exhaustive and disciplinary action at the appropriate level will be taken against employees committing any form of harassment.

Appropriate action in relation to an employee will include disciplinary action in accordance with the Employer's disciplinary and disciplinary termination procedure. For other workers, appropriate action may include termination of their engagement with the Employer.

### 14.3 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.

### 14.4 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.

### 14.5 Bullying and harassment complaint procedures

#### i) Informal complaint

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

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

## ii) **Formal complaint**

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

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

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

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

## 14.6 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.





# 15. Sexual harassment

## 15.1 Introduction

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

Everyone in the workplace has the right to a workplace that is safe and free from sexual harassment.

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

### **Sexual harassment in any form will not be tolerated.**

We recognise that sexual harassment can seriously affect workers' working lives by detracting from a productive working environment and can seriously impact on the health, confidence, morale and performance of those affected by it, including anyone who witnesses or has knowledge of the unwanted or unacceptable behaviour. Any person who is subject to sexual harassment in the workplace is encouraged to speak up and follow sexual harassment complaints procedure outlined in this policy.

## 15.2 Sexual harassment

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

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



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

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

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

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

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

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

The Employer takes sexual harassment seriously including the duty to eliminate discriminatory behaviour in the workplace. This policy requires all staff (including apprentices and trainees), volunteers as well as contractors to ensure their behaviour is respectful and appropriate.

These examples are not exhaustive and disciplinary action up to and including termination of employment, will be taken against workers committing any form of sexual harassment.

Appropriate action in relation to an employee will include disciplinary action in accordance with the Employer’s disciplinary and disciplinary termination procedure. For other workers, appropriate action may include termination of their engagement with the Employer.

## 15.3 Sexual harassment complaint procedures

### i) Informal complaint

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

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

### ii) Formal complaint

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

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

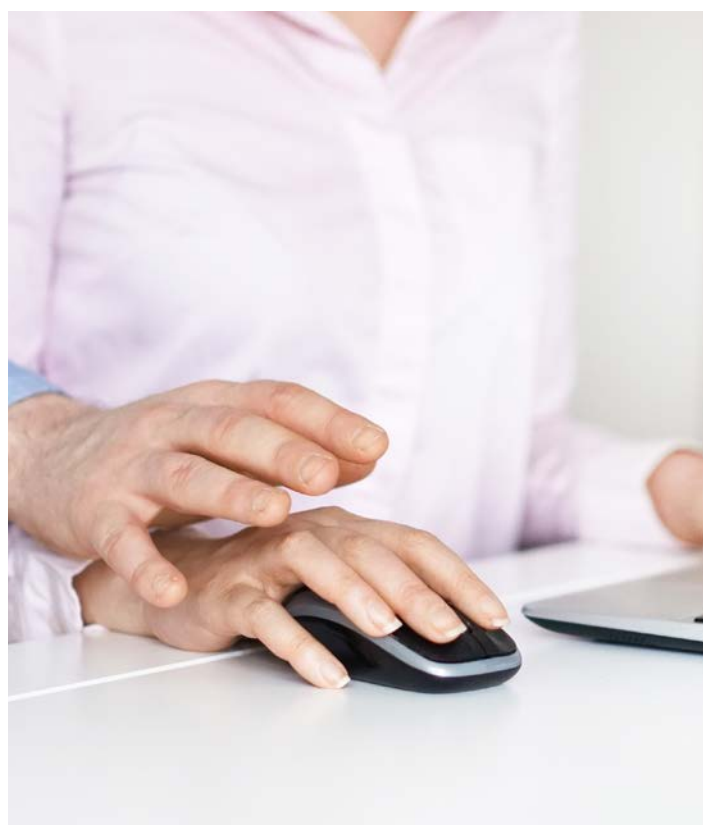
On receipt of a formal complaint, we will take action to separate you from the alleged harasser to enable an uninterrupted investigation to take place. This may involve a temporary transfer of the alleged harasser to another work area or suspension of employees (with contractual pay) until the matter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

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

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

Due to the serious nature of sexual harassment, if you decide to not proceed with a formal or informal complaint, the Employer reserves the right to consider appropriate action in the circumstances in order to ensure the safety and wellbeing of its employees.

The Employer will consider the seriousness of the behaviour and circumstances in taking action this may include a review of current processes for preventing and responding to sexual harassment, providing training and reminders to employees of their general obligations not to sexually harass others, following up with you on your concerns as well as monitoring behaviour in the workplace.



## 15.4 General notes

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

If you bring a complaint of sexual harassment, you will not be victimised for having brought the complaint. However, if the report concludes that the complaint is both untrue and has been brought with malicious intent, appropriate action will be taken against you.

Appropriate action in relation to an employee will include disciplinary action in accordance with the Employer's disciplinary and disciplinary termination procedure. For other workers, appropriate action may include termination of their engagement with the Employer.



# Employee Grievance

## 16. Grievance

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

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

If you feel aggrieved at any matter relating to your work (except harassment, for which there is a separate procedure), you should first raise the matter with your manager, explaining fully the nature and extent of your grievance.

You will then be invited to a meeting at a reasonable time and location at which your grievance will be investigated fully. You must take all reasonable steps to attend this meeting. You will be notified of the decision, in writing, normally within ten working days of the meeting.



# 17. Privacy

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

- the employment relationship between the Employer and the individual and
- an employee record held by the Employer, the Employer treats the handling of your personal information very seriously.

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

## 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

## 18.1 Statement of policy

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

Breaches of the policy will lead to disciplinary proceedings up to and including termination.

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

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

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

## 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.

## 18.3 Complaints procedure

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



## 19. Diversity and inclusion policy

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

The Employer is dedicated to encouraging and promoting a supportive and inclusive culture amongst our employees in order to promote diversity and eliminate discrimination in our workplace.

We aim to ensure that all employees and applicants are provided with equal opportunity in order to ensure that our workplace is representative of all sections of society, where every employee is respected and valued.

The purpose of this policy is to reinforce our commitment to provide equality and fairness to everyone in our workplace and not provide less favourable conditions or treatment on the grounds of age, disability, gender identity, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation.

All employees regardless of their employment status will be treated fairly and with respect and when any

candidate is selected for recruitment, promotion, training or any other benefit it will be done fairly and based on their aptitude and ability.

We will also give all of our employees help and encouragement to develop their full potential and talents in order to ensure that the skills and resources of our workplace are fully utilised to maximise our performance and efficiency.

The Employer commits to the following actions: facilitating equal employment opportunities based on ability, performance and potential by:

- basing decisions on employment so as to further the principle of equal employment opportunity;
- engaging and retaining a diverse workforce (e.g. establishment of support groups for relevant groups of like-minded individuals);
- ensuring an inclusive recruitment and onboarding experience for individuals with a disability by tailoring activities to fit the individual's needs and
- increasing female, foreign and Aboriginal and Torres Strait Islander participation in the workforce.

- establishing initiatives to support inclusive and flexible work practices (e.g. paid parental leave, flexible work arrangements); delivering diversity training for managers which will particularly include how to manage a diverse and inclusive team, awareness of unconscious bias and Equal Employment Opportunity (EEO);
- providing an accessible workplace to accommodate people with a disability to ensure a health and safe workplace for all individuals, including integrating disability inclusion into workflow planning, activities and procedures;
- delivering diversity and inclusion training for all staff;
- integrating diversity approaches into Talent, Leadership and Succession Plans;
- integrating diversity approaches into key processes including recruitment, training, performance management, rewards, communication, stakeholder engagement, procurement and product development; and
- building a safe workplace by taking action against inappropriate workplace behaviour that does not value diversity and inclusion including discrimination, harassment, bullying, victimisation and vilification.

All employees are also required to comply with these requirements and policy in order to promote fairness in the workplace by:

- complying with the provisions of this policy and supporting the Employer's diversity initiatives;
- treating all colleagues and customers with respect and professionalism, respecting different ways of thinking and working to maintain a workplace that is inclusive and free from discrimination and harassment; and
- informing their Manager of any breach or potential breach of this Policy.

Managers are responsible for:

- ensuring that the principles outlined in this policy are applied in the workplace;
- ensuring all decisions relating to appointment, promotion and career development are made in accordance with the principles outlined in this policy;
- providing an inclusive environment that celebrates and recognises the value of a diverse team;
- considering all staff requests that will help promote diversity in the workplace and make reasonable accommodations to these requests; and
- understanding key community stakeholders, delivery partner, customer and end user preferences, ensuring their team members are aware of, and behave in accordance with this policy.
- ensuring all staff are made aware of their obligations and responsibilities in relation to diversity and the behaviours expected by the Employer; and
- providing ongoing support and guidance to all staff in relation to diversity principles and practices.





## 20. Home working

### 20.1 Introduction

A home worker is someone who is employed by the Employer to work at or from their home on an ongoing or regular basis.

Your working environment and working practices are subject to the same working standards that are applied to working at the Employer's premises regarding confidentiality, access to Employer documents and Health and Safety.

### 20.2 Health and safety

The Employer will ensure, so far as is reasonably practicable, the health, safety and welfare at work of all employees, including home workers.

A risk assessment of the proposed area of work and the equipment in your home will be carried out to evaluate the risk to your health and safety, as well as the health and safety of your family and members of the public. Thereafter, it is essential that this is routinely checked as often as if you were based at the Employer's premises.

You are responsible for the health and safety of any visitors, children or family members who may come into contact with any property or equipment supplied by the Employer for home working.

If there are any faults in the Employer equipment, the equipment should not be used at any time until it has been inspected and any necessary repairs have

been carried out by the appropriate specialists. You are responsible for ensuring that any damage to equipment is reported promptly to the Employer.

### 20.3 Provision of company equipment

The Employer will identify what equipment you need to work from home. This could include equipment such items as a laptop, PC, printer, mobile telephone, internet connection and/or telephone line.

If equipment is supplied by the Employer, the Employer will pay for the installation and maintenance necessary for you to work at home, and pay all expenses incurred in relation to its work-related use. This may include the cost of consumables such as paper, cartridges, and costs of telephone and internet usage subject to receipts and/or an itemised invoice/bill from the supplier.

On the termination of your employment or upon the Employer's request, you must return all Employer property and equipment which is in your possession or for which you have responsibility. The Employer reserves the right to take action to recover Employer property and equipment that has not being returned.

Where any damage to Employer property or equipment is as a result of your negligence or lack of care due to your voluntary and private use of the company property (whether approved use or not), the Employer reserves the right to insist on you are paying for the cost of repair.



## 20.4 Confidentiality

All Employer business information is regarded as confidential; this includes customer and staff information. Therefore, you must take steps to protect Employer records at all times against loss, unauthorised access, alteration, or destruction.

You are required to take special care to secure all records and to prevent unauthorised disclosure of any Employer or other business information.

Customer or customer contact information is particularly sensitive as customers have a legal right to expect personal information held about them to be held in utmost confidence.

On behalf of the Company, it is your legal obligation to ensure these rights are protected.

Precautions must be taken to ensure third parties, including members of your family, visitors or other persons visiting or residing in your home do not become aware of any information which is confidential. Information must not be left unattended when you are working and when materials are not in use they should be locked away in a secure place. Similar precautions must be taken when transporting documents in the course of your work.

You must take responsibility for destroying safely any paperwork containing confidential Employer business that is no longer required. Where necessary, papers can be brought to the Employer's offices for confidential shredding.

If you have any reason to believe that Employer information is lost, altered or has been accessed by any unauthorised person, you must report this to your manager without delay.

Use of any computer equipment owned by the Employer, its software, etc. is limited to yourself alone and to business applications only. Personal equipment such as a printer or modem may not be connected to any of the Employers' equipment or property without consent. Information personal to you should not be stored on the computer.

## 20.5 Contact and communication

Managers will agree with home workers on the measures that will ensure regularity of one-to-one supervision and other communication from the Employer.

All home working staff may be required attend team meetings and other events in person as specified from time to time by the Employer.

In the event of illness, home workers must contact their manager as soon as possible on the first day of sickness and comply with all aspects of the Employer's absence reporting procedures.

## 20.6 Management

Management of the home worker, other than where detailed in the provisions of this policy, will not differ from the management of the Employer's office-based staff.

Managers will involve their teams in devising the most appropriate methods of maintaining team cohesion and collaboration among the home and office-based staff, paying particular attention to the working relationship between the home worker and their administrative support.

## 20.7 Access to your home

The Employer may request, to visit and gain access to that area of your home you use for your workplace in order to:

- review, inspect or remove any of our property, documents, records, or other information relating to the Employer and your work and/or
- to conduct an audit of health and safety provisions.

## 20.8 Home details

Your manager must be informed immediately of any actual or potential changes to:

- your address
- occupancy of the property by yourself and/or others
- telephone communications with the property and
- any other changes relevant to the use of your home as your work base.



# 21. Private vehicle use policy

## 21.1 Introduction

Landcare often requires employees to use their own vehicles for work purposes. Safe vehicle use and operation is a priority for Landcare, along with the safety of our people and community.

## 21.2 Purpose

This policy governs the use of employees' private vehicles for authorised Landcare business. This policy outlines the matters to be considered when using a private motor vehicle for Landcare business travel and the procedures to claim reimbursement for such use.

## 21.3 Code of conduct

While driving vehicles for work purposes, staff must comply with traffic legislation, be conscious of road safety and demonstrate safe driving and other good road safety habits. The following actions while driving vehicles for work purposes will be viewed as serious breaches of conduct and dismissal may be a consequence:

- Drinking or under the influence of drugs while driving;
- Driving while disqualified, or not correctly licensed;
- Reckless or dangerous driving causing death or injury;
- Failing to stop after a crash;
- Demerit points leading to suspension of a licence;
- Any actions which warrant suspension of a licence.

## 21.4 Policy

### i) Responsibilities as an employee

Staff who are driving their own vehicles for work purposes will:

- Ensure they hold a current driver licence for the class of vehicle they are driving;
- Immediately notify the Manager if their driver licence has been suspended or cancelled, or has had limitations placed upon it;
- Be responsible and accountable for their actions when driving vehicles;
- Display the highest level of professional conduct when driving;
- Assess hazards while driving and anticipate 'what if' scenarios;
- Comply with all traffic legislation when driving a vehicle;
- Follow the crash procedures outlined in this policy;
- Ensure the vehicle they are driving is registered and fully insured; and
- Provide the Manager with current driver's licence, registration and insurance details whenever details change.

In addition, it is required that all drivers:

- Take regular and adequate rest breaks;
- Stop when tired;
- Plan the journey, taking into consideration pre-journey work duties, the length of the trip and post journey commitments;

- Stay overnight if driving time and non-driving duties exceed 10 hours in one day;
- Take breaks every two hours;
- Use daytime running lights on the open road.

### **ii) Responsibilities as an employer**

The employer will be responsible for maintaining up-to-date records including:

- All relevant driver's licence information including class, expiry date and licence number;
- Current residential address and telephone number;
- All relevant vehicle registration details including date of expiry;
- All relevant third party and comprehensive insurance details including; insurance company, policy numbers and expiry dates.

The employer will not require staff to drive under conditions which are unsafe and/or likely to create an unsafe environment, physical distress, fatigue, etc.

The employer will encourage safe driving behaviour by:

- Not paying staff speeding or other infringement fines;
- Discouraging the use of mobile phones in vehicles;
- Encouraging the use of trains, taxis, buses and car hire whenever necessary.

The employer will require that all staff who use vehicles in the course of their work carry a Type C First Aid Kit.

### **iii) Requirement for private vehicle to be covered by insurance**

Staff should ensure that their vehicle is legally registered, roadworthy, and appropriately insured.

Landcare will only reimburse a staff member for use of a private vehicle for business travel where the staff member certifies, at the time of submitting their claim, that the vehicle is covered by Comprehensive Insurance and Compulsory Third Party Insurance policies.

### **iv) Reimbursement for use of private vehicle**

- Landcare applies, through employee expense reimbursement process, the Australian Taxation Office's 'cents per kilometre' rate for motor vehicles which from 1st July 2015 is 66 cents per kilometre. Any changes to the rate per business kilometre are available on the Australian Taxation Office's website.
- All claims must be submitted via the employee expense reimbursement process.
- Claim forms should be submitted within one month of the vehicle usage being claimed.
- When claiming at the ATO's 'cents per kilometre' rate or below PAYG tax is not deducted and the amount will be shown as an 'reimbursement' on the staff member's annual Payment Summary.
- Whilst PAYG is not deducted at this rate, the allowance will be assessable for taxation should the total annual kilometres reimbursed exceed 5000kms. It is the responsibility of the staff member to keep their own records.
- If employed under an Award which specifies an allowance greater than the ATO rate, then the equivalent to that rate is tax free but the balance is to be taxed.

### **v) Preventing weed seed dispersal**

- When visiting a landholder's property, drive the vehicle to the landholder's house or other agreed meeting place only.
- Discuss with the landholder whether they would prefer to drive you around the property in their own vehicle to minimise weed seed spread from the lease vehicle onto the property and to avoid picking up seeds around the property.
- If a wash-down facility exists on farm, use the facility to remove weed seeds.
- Where this is not possible, use the nearest wash-down facility to rid the lease vehicle of weed seeds.

### **vi) Accidents**

At the scene of an accident, employees should call an ambulance if any person is seriously injured. Dial 000 or, if using a mobile phone, dial 112.

The police should also be notified immediately in the event of personal injury or fatality, if all drivers do not provide personal details, if any of the motor vehicles need to be towed from the scene of the accident, or if damage to vehicle or property is estimated to be over \$2500. If the police are unable to attend at the scene, the employee should report to the nearest Police Station and make a written statement.

Record the full names, addresses, workplace details, telephone numbers, insurance and registration of all drivers, passengers, witnesses, and the other vehicles involved in the accident. No discussion should be entered into whatsoever as to the negligence of either party. Where the vehicle is to be towed, ensure that the tow truck operator supplies you with documentation confirming the tow and the details of where the vehicle will be taken.

The manager/supervisor of the employee should be advised as soon as possible after the accident so that the necessary insurance arrangements can be made. An Incident Report Form & a Motor Vehicle Damage/Accident Form must be completed and returned to Landcare as soon as possible.

This notification must be made irrespective of which party was at fault. An insurance claim form must also be completed and returned to the employee's manager/supervisor.

### **vii) Fines and traffic infringements**

Parking and other traffic fines associated with the use of company owned vehicles are the responsibility of the employee using the vehicle at the time the infringement occurs. However, in the event that the fine is imposed due to the un-roadworthy condition of the vehicle and the employee was unaware of the vehicle's condition, the employee will not be held liable.

The employee that is driving the vehicle is to admit to any infringement and be responsible for the payment of the fine. Fines unallocated to a specific driver are charged to Landcare and this is considered to be an act subject to disciplinary action.

Any outstanding fines that are paid by Landcare will be deducted from the employee's pay.

### **21.5 Responsibilities**

It shall be the responsibility of the treasurer to ensure that the requirements of this policy are complied with. These policy and procedures shall be reviewed every year by the Committee.





## 22. Termination of employment

### 22.1 Resignations

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

### 22.2 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.

### 22.3 Employment references

All requests for employment references should be directed to management in the first instance. Employees of the company are not permitted to provide employment references for ex or current employees without the express consent from management. The Employer may provide you with a Statement of Service on request.

### 22.4 Return of employer property

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

### 22.5 Return of vehicles

On termination of your employment, you must return any Employer vehicle in your possession to our premises. Failure to return the vehicle will result in the cost of its recovery being deducted from any monies outstanding to you.

### 22.6 Garden leave

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

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

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

# 23. Employee handbook acknowledgement form

I \_\_\_\_\_ (please print name) acknowledge that I received a copy of this Landcare NSW Limited Employee Handbook and that I have read and understood it.

Signed:

Dated:

**INSERT YOUR GROUP NAME**

ADDRESS:

TELEPHONE:

EMAIL:

WEBSITE:

