

EMPLOYEE HANDBOOK



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1 INTRODUCTION

1.1 WELCOME

Swot Pest Services (**the Employer**) would like to wish you every success during your employment, whether you recently joined or whether you are an existing employee. It is hoped that your experience of working with us is positive and rewarding.

1.2 PURPOSE OF THE EMPLOYEE HANDBOOK

This Employee Handbook is designed both to introduce you to the Employer and to be of continuing use during your employment.

It sets out the Employer's rules and regulations, the policies and procedures relating to your employment and also contains information on some of the benefits that may be available to you. If you require any clarification or additional information please speak to your manager.

We ask that you read the contents of this Employee Handbook carefully.

1.3 PRINCIPLE OF EQUALITY

Please note that the Employer is committed to providing equal opportunities and the principle of equality in accordance with relevant legislative provisions. We expect your support in implementing these policies.

We will not condone 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 employees. Acts of unlawful discrimination, harassment or victimisation will result in disciplinary action.

1.4 GENERAL

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

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

2 JOINING THE EMPLOYER

2.1 PROBATIONARY PERIOD

Your employment is subject to an initial probationary period, as set out in your contract of employment. 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 not up to the required standard, or you are considered to be generally unsuitable, the Employer may either take remedial action (which may include the extension of your probationary period) or terminate your employment at any time prior to confirmation of your employment.

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

2.2 EMPLOYEE TRAINING

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

2.3 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.

This includes assisting with costs of the training in accordance with any specific agreement for training (the **Training Agreement**). However, in the event of termination of your employment, for whatever reason, the Employer will seek reimbursement of the costs in line with the Training Agreement. Further details are available separately.

2.4 INDUCTION

At the start of your employment, you are required to complete an induction programme, during which all of our policies and procedures (including Health and Safety) will be explained to you. Information relating to these will be given to you at the induction.

2.5 JOB DESCRIPTION

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

2.6 PERFORMANCE AND REVIEW

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

2.7 JOB FLEXIBILITY

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

2.8 MOBILITY

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

2.9 CONVICTIONS AND OFFENCES

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

3 SALARIES AND WAGES

3.1 ADMINISTRATION

i) Payment

Wages are paid weekly in arrears on Wednesday.

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, superannuation and other agreed deductions.

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

ii) Overpayments

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

iii) Tax

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

iv) Pay reviews

Pay is reviewed annually. However, there is no guarantee of an increase in your pay as a result of any review.

3.2 LATENESS/ABSENTEEISM

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

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.

3.3 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 short time working, or alternatively, temporary

leave. If you are placed on short time working, your pay will be reduced according to time actually worked. If you are placed on leave, you will receive no pay.

3.4 SUPERANNUATION

You will be paid superannuation in accordance with the Employer's statutory obligations.

4 ANNUAL LEAVE ENTITLEMENTS AND CONDITIONS

4.1 ANNUAL HOLIDAYS

You are entitled to annual leave in accordance with the National Employment Standards (**NES**), unless otherwise stated in your contract of employment.

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

You must complete the annual leave request form at Item 1 and have it signed by management before you make any firm holiday arrangements.

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

Annual leave will not normally be granted during the period of November to February.

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

You may not normally take more than two working weeks consecutively, unless there are exceptional circumstances.

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

The Employer may choose to shut down over the Christmas/New Year period. If we do, you are required to reserve sufficient days from your annual leave entitlement to cover the Christmas/New Year shut-down period. If you have not accrued sufficient holiday entitlement to cover this period, you will be given unpaid leave of absence.

4.2 PUBLIC HOLIDAYS

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

5 PERSONAL LEAVE

5.1 ENTITLEMENTS

You are entitled to be paid for personal leave in accordance with the NES, unless otherwise stated in your contract of employment.

Your entitlement to paid personal leave accrues over the course of your employment.

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

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

You are entitled to take personal leave:

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

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

5.2 NOTIFICATION OF PERSONAL (SICK) LEAVE

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

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

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

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

5.3 EVIDENCE OF INCAPACITY

A doctor's certificate or statutory declaration is required for all personal leave, unless otherwise agreed by the Employer in specific circumstances.

5.4 RETURN TO WORK

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

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.

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.

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 AND PAY

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

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

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

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

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

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

6.2 COMPASSIONATE LEAVE

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

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

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, jury service and volunteer fire fighting.

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

6.5 TIME OFF

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

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

7 SAFEGUARDS

7.1 RIGHTS OF SEARCH

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

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

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

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

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

7.2 IT AND COMPUTER POLICY

i) Virus protection

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

- unauthorised software including public domain software, magazine cover disks/CDs 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 must first of all be checked and authorised by management before general use will be permitted;
- only authorised staff are permitted access to the Employer's computer equipment;
- only software that is used for business applications may be used on the Employer's computer equipment;
- no software may be brought onto or taken from the Employer's premises without prior authorisation;
- unauthorised access to computing facilities will result in disciplinary action up to and including dismissal; and

- unauthorised copying and/or removal of computer equipment and/or software will result in disciplinary action up to and including dismissal.

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 internet within the Employer are clear.

Authorised staff are encouraged to make use of the internet as part of their professional activities. 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 dismissal.

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 social media in breach of the Employer's social media policy;
- 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 dismissal.

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);
- be aware that hasty messages sent without proper consideration can cause upset, concern or misunderstanding;
- if the email is confidential, ensure that the necessary steps are taken to protect confidentiality; and
- be aware that offers or contracts transmitted by email are as legally binding on the Employer as those sent on paper.

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

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

v) Monitoring

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

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

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

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

7.3 SOCIAL MEDIA

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

This means that, unless otherwise authorised, work related matters must not be placed on any such site at any time either during or outside of working hours and this includes access via any mobile computer equipment, including mobile phone or PDA.

7.4 SURVEILLANCE

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

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

7.5 CASH HANDLING/TILL PROCEDURES

You must check your float at the beginning of your shift. Any discrepancies must be reported immediately to management.

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

All discrepancies must be recorded and initialled.

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

8 STANDARDS

8.1 WASTAGE

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

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

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

Further:

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

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

8.2 DRESS AND APPEARANCE

It is important that you present a professional image with regard to your appearance and standards of dress at all times.

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

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

At the cessation of your employment you must return the uniform. Failure to return your uniform within seven days will result in the cost of the items being deducted from any monies outstanding to you.

The Employer expects all employees to maintain excellent standards of personal hygiene at all times.

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

8.3 CLEANLINESS

For the purposes of safety and appearance, work areas must be kept clean and tidy at all times.

9 HEALTH, SAFETY AND WELFARE

9.1 SAFETY

You are entitled to a safe workplace. The health and safety of all employees, contractors and visitors are the highest priority and cannot be compromised.

You must not take any action that could threaten the health or safety of yourself, other employees, customers/clients or members of the public. At all times you must comply with any and all state and federal work health and safety laws and hygiene regulations. If you have any concerns about safety or hygiene in the workplace you should raise them directly with management without delay.

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

You should report all accidents and injuries at work, no matter how minor, via the Employer's incident reporting procedure.

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

9.2 REFRESHMENT

The Employer provides refreshment making facilities for your use, which must be kept clean and tidy at all times.

Refreshment making facilities may only be used during authorised breaks.

9.3 DRUGS AND ALCOHOL

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

The Employer recognises its responsibility under Health and Safety legislation to provide a safe work environment for all employees, contractors and visitors regarding the prohibition of drugs and alcohol.

Non-compliance with this policy and any associated procedure by employees, contractors or visitors, may place the person in non-compliance with the Employer's duty of care provisions for the workplace and such non-compliance may result in disciplinary action up to and including dismissal.

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

Employees, contractors and visitors must not be adversely affected by drugs or alcohol at work or while at work functions, and must at all times be fit to perform their work safely. Employees found to be in breach of this policy will be subject to disciplinary procedures.

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

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

The Employer may conduct random drug and/or alcohol testing across all levels of employees.

You must submit yourself for drug and/or alcohol testing as soon as reasonably practicable after it has been requested of you. If you are believed to be under the influence of drugs or alcohol at work, you will be required to cease work immediately and sent home. Any resulting time off will be taken either as personal leave or unpaid leave.

9.4 NO SMOKING POLICY

Smoking on the premises or within 10m of Employer vehicles is not permitted. You are only permitted to smoke in designated areas and during your breaks.

If working off-site you must adhere to all relevant client site-specific policies and procedures regarding smoking.

9.5 HYGIENE

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

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

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

9.6 MANUAL HANDLING

You are required to advise us of any condition which may make you more vulnerable to injury whilst manual handling.

9.7 FITNESS FOR WORK

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

10 GENERAL TERMS AND PROCEDURES

10.1 CHANGES IN PERSONAL DETAILS

You must notify the Employer of any change of name, address, telephone number, etc., 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.

10.3 CONFLICT OF INTEREST

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

10.4 BANKING AND EXPENSES

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

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

10.5 EMPLOYEE'S PROPERTY AND LOST PROPERTY

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

10.6 MOBILE PHONES AND OTHER DEVICES

The Employer's mobile phones, laptops and other tablet devices are to be used for business purposes and incidental reasonable personal use.

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

Personal mobile phones, mp3 players and other personal devices should not be used during work time, other than in emergencies.

10.7 BEHAVIOUR AT WORK

You should behave with civility towards fellow employees, clients and members of 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 dismissal.

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.

11 WHISTLE-BLOWERS

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

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

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

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

12 CAPABILITY PROCEDURE

12.1 INTRODUCTION

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

12.2 JOB CHANGES/GENERAL CAPABILITY ISSUES

If the nature of your job changes, or if we have general concerns about your ability to perform your job, 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 dismissal. 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 issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.

If such improvement is not forthcoming after a reasonable period of time, you will be dismissed with the appropriate notice.

12.3 PERSONAL CIRCUMSTANCE/HEALTH ISSUES

Personal circumstances may arise which do not prevent you from attending for 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.

12.4 SHORT SERVICE STAFF

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

13 DISCIPLINARY PROCEDURE

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

13.3 RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT

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

- failure to abide by the general health and safety rules and procedures;
- persistent absenteeism and/or lateness;
- unsatisfactory standards or output of work;
- rudeness towards customers/clients, members of the public or other employees, 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 and internet;
- failure to carry out all reasonable instructions or follow our rules and procedures;
- unauthorised use or negligent damage or loss of our property;
- failure to report immediately any damage to property or premises caused by you;
- use of the Employer's vehicles without approval or the private use of our commercial vehicles without authorisation;
- failure to report any incident whilst driving the Employer's vehicles, whether or not personal injury or vehicle damage occurs;
- if your work involves driving, failure to report immediately any type of driving conviction, or any summons which may lead to your conviction;
- carrying unauthorised goods or passengers in the Employer's commercial vehicles or the use of the Employer's vehicles for personal gain; and
- loss of driving licence where driving on public roads forms an essential part of the duties of the role.

This list is not exhaustive.

13.4 SERIOUS MISCONDUCT

Occurrences of serious misconduct are very rare because the penalty is dismissal without notice, even without any previous warning being issued. It is not possible to provide an exhaustive list of examples of serious misconduct. However, any behaviour or negligence resulting in a fundamental breach of your contractual terms that irrevocably destroys the trust and confidence necessary to continue the employment

relationship will constitute serious misconduct. Examples of offences that will normally be considered to be serious misconduct include serious instances of:

- theft or fraud;
- physical violence or bullying;
- deliberate damage to property;
- deliberate acts of unlawful discrimination or harassment;
- possession, or being under the influence, of illegal drugs at work; and
- breach of health and safety rules 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 following procedure:

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

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 dismissal, but you will retain the right to a disciplinary hearing.

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

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

13.6 DURATION OF WARNINGS

i) Formal verbal warning

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

ii) Written warning

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

iii) Final written warning

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

13.7 GENERAL NOTES

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

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

Serious misconduct offences will result in dismissal without notice.

14 GRIEVANCE PROCEDURE

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

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

If you feel aggrieved at any matter relating to your work (except harassment, for which there is a separate procedure following this section), 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.

15 BULLYING AND HARASSMENT

15.1 INTRODUCTION

The Employer is committed to promoting a fair, safe and healthy working environment 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 employees' working lives by detracting from a productive working environment and can impact on the health, confidence, morale and performance of those affected by it, including anyone who witnesses or has knowledge of the unwanted or unacceptable behaviour.

15.2 HARASSMENT

We have published these procedures to inform employees of the type of behaviour that is unacceptable and provide employees who are the victims of personal harassment with a means of redress.

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

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

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

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

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

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

15.3 BULLYING

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

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

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

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

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

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

15.4 BULLYING AND HARASSMENT COMPLAINT PROCEDURES

i) Informal complaint

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

If you are the victim of minor bullying or harassment you should make it clear to the 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 with contractual pay until the matter has been resolved.

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

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

15.5 GENERAL NOTES

If the report concludes that the allegation is well founded, the bully or harasser will be liable to disciplinary action in accordance with our disciplinary and disciplinary dismissal procedure.

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; disciplinary action will be taken against you.

16 EQUAL OPPORTUNITIES POLICY

16.1 STATEMENT OF POLICY

We recognise that discrimination is unacceptable and, although equality of opportunity has been a long standing feature of our employment practices and procedure, we have made the decision to adopt a formal equal opportunities policy. Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action.

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

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

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

16.2 RECRUITMENT AND SELECTION

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

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

We will adopt a consistent, non-discriminatory approach to the advertising of vacancies.

We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group.

All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.

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

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

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

Selection decisions will not be influenced by any perceived prejudices of other staff.

16.3 TRAINING AND PROMOTION

Senior staff will receive training in the application of this policy to ensure that they are aware of its contents and provisions.

All promotion will be in line with this policy.

17 TERMINATION OF EMPLOYMENT

17.1 RESIGNATIONS

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

17.2 TERMINATING YOUR EMPLOYMENT WITHOUT NOTICE

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

17.3 RETURN OF EMPLOYER PROPERTY

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

All Employer property should be returned to management.

17.4 RETURN OF VEHICLES

On termination of your employment, you must return your Employer vehicle/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.

18 MOTOR VEHICLES

18.1 DRIVING LICENCE AND AUTHORITY TO DRIVE EMPLOYER VEHICLES

You must be in possession of a current driving licence and management's authority to drive during the performance of your duties.

You must produce your driving licence for scrutiny by management at any time as requested.

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

If at any time you are disqualified from driving, we must be informed immediately.

It is your responsibility to see that any Employer vehicle is not used by anyone other than authorised employees.

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

18.2 FIXTURES, FITTINGS AND MODIFICATIONS

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

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

18.3 CLEANING AND MAINTENANCE

When you drive one of the Employer's vehicles, it is your responsibility to ensure that it is kept clean and tidy and that it is returned to the Employer in that condition after use.

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

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

Failure to adequately clean the vehicle may mean you are subject to the cost of the valet being deducted from your pay.

18.4 FUEL

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

18.5 FINES

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

18.6 ACCIDENT PROCEDURE

If you are the driver of any of the Employer's vehicles and it is involved in an accident which causes damage to property or another vehicle, or injury to any person or animal, you are required to give your name and address, the name and address of the owner, the registration number of the vehicle and the name of the insurance company to any person having reasonable grounds for requiring such information. It is important that you give no further information.

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

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

18.7 LOSS

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

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

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

18.8 PERMITTED USE

Subject to the restrictions already stipulated, Employer vehicles may only be used for authorised business, unless previous arrangements for private domestic or social use have been agreed in advance. They may not be used for the carriage of passengers for hire or reward, nor may they be used for any type of motoring sport, including racing, rallying or pace making, whether on the public road or on private land.

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

18.9 PERSONAL LIABILITY

Where any damage to an Employer vehicle is due to your negligence or lack of care, we reserve the right to insist on you rectifying the damage at your own expense or paying the excess part of any claim.

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

18.10 GPS

Employer vehicles may be fitted with a GPS tracking device which the Employer may use to monitor the location of the car at any time for the purposes of security and monitoring driver behaviour. Where an Employer vehicle is fitted with a GPS tracking device, it will be clearly identified inside the vehicle. Unless otherwise stated on the notification, GPS data will be collected continuously and on an on-going basis.

18.11 REVERSING

At all times when reversing a truck, loaded van or any other vehicle where, due to load or conditions, clear line of site from all internal and external rear view mirrors is impeded or obscured in any way, you must use a spotter to assist. Any damage done to the vehicle when not using a spotter will be considered negligent.

19 ITEM 1 – LEAVE APPLICATION FORM

Please note applications for more than one week's annual leave must be submitted at least four weeks in advance and one week in advance for single days of annual leave. Leave forms for all other absences must be submitted immediately upon returning to work.

LEAVE INFORMATION

Employee Name

Department

Manager

Type of Leave Requested:

Annual leave

Personal (sick)

Personal (carer's)

Compassionate

Other

Dates of Leave:

From:

To:

No of Days:

Reason for Leave:

Employee Signature:

Date:

MANAGER APPROVAL

Approved

Rejected

Comments:

Managers Signature:

Date:

PAYROLL DEPT

Payroll updated week ending:

Date:

20 ACKNOWLEDGEMENT FORM

I _____ (please print name) hereby acknowledge that I have read and received the Employer's Employee Handbook.

Full name:

Signed:

Dated: