



**MASTER BUILDERS**  
APPRENTICES



## **Employee Handbook**

Master Builders Group Training Pty Ltd

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MBA Newcastle Group Training Pty Ltd

ABN: 30 089 781 591

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## Introduction

### Welcome

Master Builders Group Training (MBGT) & Newcastle MBA Group Training and Personnel (NMGT&P) would like to wish you every success during your employment, whether you recently joined or are an existing employee. As a team we aim to work as one, reflected in how we work with, treat and collaborate with each other. Each team member in their own way contributes to what we achieve together overall. It is hoped that your experience of working with us is positive and rewarding.

### 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 way we operate, the policies and procedures relating to 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 the Group training staff or your direct supervisor/foreman.

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

Please note that there is a separate Work Health and Safety Handbook containing relevant information.

### General

Amendments to the Employee Handbook will be issued from time to time; please refer to the Employer's website for the most current version.

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

The content of this manual is provided to MBGT and NMGT&P employees only and may not be provided to any other party either during employment or subsequent to your tenure.

### Definitions

The Employer – Master Builders Group Training (MBGT) – Carpentry, Joinery, Concreting Apprenticeships/Traineeships.

or

Newcastle MBA Group Training and Personnel (NMGT&P) – All other Apprenticeships/Traineeships.

As per the above you will be employed under one or the other Group Training Organisation depending on your trade, see above definitions.

Host Employer – the business that an Apprentice works with on a daily basis, and with which the Employer has engaged with on the employee's behalf for the provision of their labour

### What is an Apprenticeship?

An Apprenticeship usually takes place over a four-year period, however may be reduced depending on prior experience or education towards a trade. An Apprentice's time with the Employer is classified as an Indentured Apprenticeship.



The Apprenticeship commences with a probationary period (refer to the section below “Joining the Employer” for more information).

The Training Contract is a written legal contract between the Employer and the Apprentice, governed by the Apprenticeship and Traineeship Act 2001. It is drafted at the commencement of employment and signed by the Apprentice (and Parent/Guardian if are under 18 years of age) and the Employer.

The Apprenticeship requires the Apprentice to attend TAFE for a period of 3 years (unless specified alternatively in the Training Contract). This attendance is regarded as work time and paid accordingly. If classes are missed, the time is not eligible to be paid and any absence must be reported to the Employer.

## What is a Traineeship?

A Traineeship usually takes place over a 12-24 month period, however may be reduced depending on prior experience or education towards training certificate. A Trainee’s time with the Employer is classified as an Indentured Traineeship.

The Traineeship commences with a probationary period (refer to the section below “Joining the Employer” for more information).

The Training Contract is a written legal contract between the Employer and the Trainee, governed by the Apprenticeship and Traineeship Act 2001. It is drafted at the commencement of employment and signed by the Trainee (and Parent/Guardian if are under 18 years of age) and the Employer.

The Traineeship requires the Trainee to complete registered training with an RTO for a period of 12-24 months (unless specified alternatively in the Training Contract). This attendance is regarded as work time and paid accordingly. If classes are missed, the time is not eligible to be paid and any absence must be reported to the Employer.

## A Brief Summary

The Employer is a not-for-profit organisation, which provides the Newcastle and Hunter Region with the services of quality Apprentices.

A Group Scheme is an arrangement where a company employs new Apprentices and hires them to other businesses, called Host Employers whilst the Apprentices are undertaking their training. Our company makes use of this Group Scheme, and therefore we are referred to as a Group Training Organisation.

Our Host Employers are only invoiced for the on-site hours that the Apprentice work for them. The hourly charge rates are fully inclusive of wages, annual leave and leave loading, TAFE fees and TAFE days, workers compensation and other associated insurance needs, recruitment costs, superannuation, wet and sick days, rostered days off and fare allowances.

The Employer is backed by the Department of Education and Training, the NSW Office of Fair Trading, TAFE NSW- who provide our Apprentices with formal training, and the Master Builders Associations of both Newcastle and NSW.

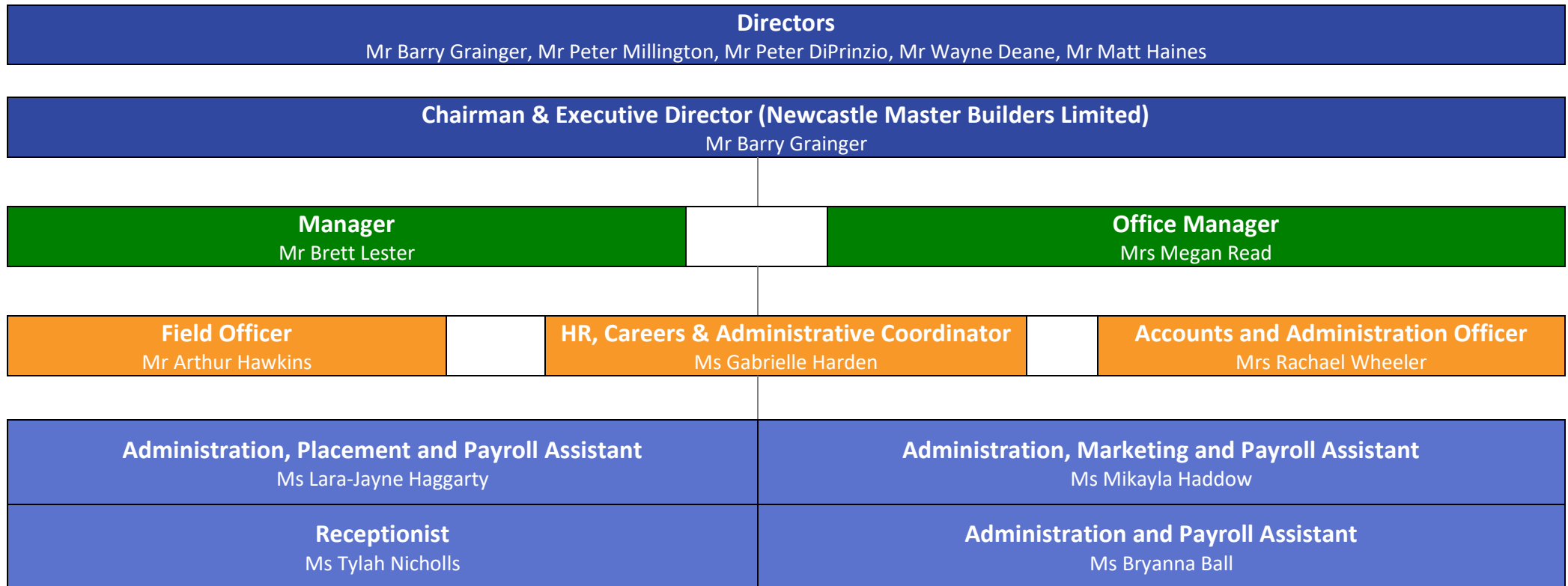
We are responsible for the placement of our Apprentices and rotation to other clients, as this ensures their skills and learning retention is at a high level. We can provide different environments for the Apprentices to work in via rotations; which allows the Apprentices to not only see how teams work and

co-operate together, but also gain a better understanding and broader range of insight into the building and construction industry.

With rising demand over the years, our group training scheme along with recruitment has become a more predominate factor. Our Recruitment Officer is dedicated to finding the right employee of only the highest calibre, for any business needs; therefore resulting in a tailored Apprentice who can easily adapt to their work environment.

We pride ourselves on providing superior training and support to our Apprentices, and can emit to the building and construction industry over 35 highly skilled tradesmen year after year. We consider it an extremely commendable act that the Employer not only assists the community in providing employment for today's youth, but also a trade skill for life.

Group Structure Diagram



## Office Location:

Address: Ground level/163 Lambton Rd, Broadmeadow NSW 2292  
Postal Address: PO Box 266, Hunter Regional Mail Centre NSW 2310

Parking is located at the rear of the building and can be accessed from Newton Street



## Joining the Employer

### Principle of equality

The Employer is committed to providing equal opportunities and upholding 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 and may result in termination of employment.

Further information is provided in this regard under the Equal Opportunities Policy.

### Probationary period

Your employment is subject to an initial three month probationary period for an Apprentice and a two month probation period for a Trainee; effective from the commencement of your employment. The probation period is a time for both the Apprentice/Trainee and the Employer to decide if they wish to continue the arrangement, and considered to be a part of your indenture.

During this period both the Employer and you the Apprentice have the right to terminate the Apprenticeship at any time. 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. The Employer reserves the right not to apply full capability and disciplinary procedures during your probationary period.

## Employee training & induction

At the commencement of your employment, you will receive both the general firm induction as well as 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.

At the start of your employment, you are required to complete an induction link followed by a face-to-face introduction at NMBA premises, during which all of our policies and procedures (including Work Health and Safety) will be provided to you.

At the end of the Induction you will sign an acknowledgement of what has been covered. This includes having:

- completed a Work Health and Safety Induction and the WHS Handbook
- received a copy of MBA Induction documents including information on Safety Guidelines and Workplace Consultation
- been made aware of their obligations as an employee of MBA Newcastle Group Training/Master Builders Group Training
- receipt of a signed copy of your signed employment contract
- read this Employee Handbook

A Field Officer will visit you onsite within the first week of your employment to conduct a WH&S check along with discussing any questions you may have. Please note that you can call us anytime prior to this should you have any queries or concerns.

After this initial visit, a Field Officer will visit you onsite approx. every 10-12 weeks. At the following visits they will complete an assessment form, training plan check in and discuss any additional assistance they can provide during your support and monitoring visit. Again, please note should you have any queries or concerns prior to these visits we're always available via the office or Field Officer mobiles. These conduct details are provided in your induction paperwork.

## 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.

## 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.

As per the FairWork employee information statement, you may make a written request for flexible working arrangement, subject to meeting the eligibility requirements.

You and the Employer can also negotiate an individual flexibility arrangement. This may change how certain terms in your award or enterprise agreement apply to you. An individual flexibility arrangement must be a genuine choice – it can't be a condition of employment – and must leave you better off overall.

Find out more at: [www.fairwork.gov.au/flexibility](http://www.fairwork.gov.au/flexibility)

## 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's business. Please refer to the policies below in relation to travel.

## Convictions and offences

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

## Code of conduct

This code aims to foster and maintain public trust and confidence in the integrity and professionalism of the Employer by ensuring that staff shall:

- a) maintain appropriate standards of conduct;
- b) develop and maintain those skills necessary for the effective performance of their duties;
- c) maintain objectivity in decision making;
- d) maintain and enhance the reputation of the Employer.
- e) apply Access and Equity principles in all services provided

The Employer conducts business within the framework of applicable standards, laws and regulations in conjunction with its own policies and procedures. It is understood that these do not govern all types of behaviour and therefore you are committed to this Code of Conduct.

The Employer is committed to abiding by the principles outlined within this Code of Conduct. The Code applies to anyone who is employed by, working at or is acting as a representative of the Employer.

Deviations or violations of the Code of Conduct are unacceptable and you are encouraged to raise them without concern to an appropriate staff member. Breaches of the Employer's Code of Conduct may result in taking disciplinary action up to and including termination of employment.

This Code of Conduct is not a substitute for our responsibility and accountability to exercise good judgement and obtain guidance on proper business conduct.

Your behaviour, presentation and conduct reflects not only on you, but also on the Employer; conduct yourself in a way to be proud of.

All employees are required to observe the following Codes of Conduct & Behaviour as a condition of their employment:

1. **Punctuality:** Do not be late. Further, it is expected that Employees will show a positive attitude towards the possibility of being required to work earlier / later than rostered times; should this be required, relevant overtime payments apply (see further information below).
2. **Politeness:** Treat people with the same courtesy that you would expect them to show you. Maintain respectful and appropriate behaviour at all times towards other employees, our clients and the general public. Communicate openly and honestly with others. Consult with others and value differing perspectives; support, nurture and grow workforce diversity; commit to maintain a discrimination, intimidation and harassment free work environment

3. **Language:** the building industry may have a reputation for being a 'little loose with its language' however employees are expected to be appropriate at all times. You should behave with civility towards fellow employees and members of the public. Rudeness will not be permitted. Objectionable or insulting behaviour or bad language may result in disciplinary action up to and including dismissal.
4. **Respect:** Disrespect will not be tolerated within our organisation; nor will discriminating against any person on the basis of age, sex, race, nationality, religion, political opinion or personal characteristics
5. **Clothing:** You are required to be appropriately clothed at all times, including making use of all required safety gear. Specifically, working without a shirt is forbidden; appropriate footwear must be worn; hard hats must be worn in all designated areas.
6. **Responsibility / Avoidance of theft:** Be sure to clearly label your tools/equipment, and do not leave them lying around to be broken or stolen. Be sure to keep your car locked.  
We take responsibility for the way in which we perform our functions and for fully reporting the results of our actions to our supervisor or management
7. **Confidentiality:** Any discussions regarding your employment, our business or your Host Employer's business circumstances are to be kept confidential
8. **Personal development:** take responsibility for and pride in your personal progress, including the development of your skills and abilities. Support your colleagues in the same. Receive and deliver regular positive and constructive feedback on performance. Be self-motivated, keeping focused and productive
9. **Safety:** contribute to a safe working environment for everyone by taking responsibility for WHS and reporting any issues; act in a socially responsible manner, within the laws and tradition of the countries in which we operate
10. **Citizenship:** contribute positively to the team and organisation morale, value and spirit; act in a manner that minimizes detrimental environmental impacts from business operations
11. **Focus:** 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
12. **Integrity:** you must act honestly and with integrity - making the right choice and acting properly even if our actions may never been known by others; we will not engage in misleading or deceptive conduct
13. **Conflict of interest:** we do not place ourselves in situations which result in conflicts of interest, including when private interests (whether pecuniary or otherwise) conflict with our obligations to the Employer, or when we receive benefit from persons doing or seeking to do business with us which is not in the best interests of the Employer

Examples of situations of conflict are:

- a. where staff members' personal or family relationships could
  - i. influence the selection, appointment or promotion of staff, or
  - ii. impinge on employment related decisions where one staff member is in a supervisory relationship to another;
- b. Where a staff member who has a financial or other interest in a business or company is in a position to influence contracts between that business or company and the Employer.

Staff shall disclose immediately to their supervisor any matter which could directly or indirectly compromise the performance of staff members' duties, or conflict with the Employer's interests. Where unsure as to whether a conflict of interest has occurred or may occur, advice should be sought from their supervisor.

**Integrity:** All employees must be honest in carrying out their duties, and avoid conflicts between their private interests and their responsibilities with respect to:

- Personal relationships
- Sexual relationships
- Financial relationships
- Receipt of gifts
- Outside work
- Use of confidential information obtained in the course of duties
- External activities and public comment

14. **Use of the Employer's assets:** must only ever be responsibly and only in the Employer's best interests, and not for personal benefit. The Employer's property and resources may only be used for private purposes with approval of the Manager or the directors
15. **Appropriate conduct:** The behaviour of all Employees should conform to the standards that could be reasonably expected of such persons in those positions
16. **Bullying & Harassment:** Staff are responsible for ensuring that their behaviour does not constitute intimidation, which creates an unpleasant working environment and may interfere with work performance or security. Staff are also responsible for making themselves aware of and adhering to the Employer's policies.

## Use and Security of Personal Information

17. Staff have a duty to maintain the confidentiality, integrity and security of information for which they are responsible.
18. All staff members have an obligation to ensure that personal information concerning directors, employees or staff is secured against loss, misuse or unauthorised access, modification or inappropriate disclosure.
19. Staff have an obligation to report to their supervisor, or another senior officer of the Employer, or if appropriate the CEO, actual or suspected misuse of information.

## Public comment

Public comment is any comment which might be expected to be circulated or published outside the Employer. Staff may not:

- a) make public comment on any issue;
- b) criticise the Employer even if it is made clear that comments and criticisms are made in a private capacity or are made as an authorised spokesperson for a recognised organisation of employees without first addressing the criticism at the appropriate team based avenue available.

## Acceptance of gifts and benefits

- When acting for the Employer, staff shall not do anything including soliciting of gifts or personal benefits which could compromise them or the Employer.
- Gifts received are to be disclosed to the Manager and are the Employer's property to be dealt with at its discretion.



## Outside employment and private practice

Staff and employees are not permitted to engage in private practice and/or employment outside GTP unless approval is given by the manager after consulting with the Board of Directors.

## Obligations to Apprentices and trainees

Principles of fairness shall be taken into account in all processes concerning Apprentice/trainee starting and induction, assessment and access to Employer services and resources.

## Awareness of relevant legislation

All the staff are to be aware of the major provisions of the following legislation in order to carry out their duties. This includes both an awareness of the legislation and an active co-operation with the principles contained therein. A knowledge of, and active support for the following legislation, allows the Employer to operate with the highest ethical principles and professional standards.

The main legislation which is relevant to staff members and which staff should be aware include but are not limited to:

- Apprenticeship and Traineeship Act 2001
- Anti-Discrimination Act 1977
- Child Protection (Prohibited Employment) Act 1998
- Child Protection (Working With Children) Act 2012.
- Children and Young Persons (Care and Protection) Act 1998
- Work Health and Safety Act 2011
- Workplace Relations Act 1996
- Vocational Education and Training Act 2005
- Human Rights and Equal Opportunity Commissions Act 1986
- Workers Compensation Act 1987
- Workplace Injury Management and Workers Compensation Act 1998
- Workers Compensation Legislation Amendment Act 2012
- Disability Discrimination Act 1992
- Equal Opportunity for Women in the Workplace Act 1999
- Freedom of Information Act 1989
- Independent Commission Against Corruption Act 1988
- Privacy and Personal Information Protection Act 1998
- Racial Discrimination Act 1975
- Sex Discrimination Act 1984

## Fraud

This fraud policy is established to facilitate the development of controls that will aid in the detection and prevention of fraud against the Employer, assists you to understand what fraud is, the Employer's attitude to fraud, and what to do if you suspect fraud is being perpetrated.

The key purpose of a fraud policy is to detail what is expected of employees, clients and suppliers and the consequences of engaging in fraudulent conduct. This policy includes the definition of fraud and an outline of the Employer's position on fraud, an assurance that all allegations and investigations will be handled confidentially and directions about how allegations / incidents of fraud are to be managed.

*Fraudulent activity* includes, but is not limited to:

- Any dishonest or fraudulent act

- Forgery, falsification or alteration of any document or electronic file (e.g. receipts, agreements, contracts, electronic files), cheque, bank draft, or any other financial document
- Misappropriation of funds, securities, supplies, or other assets
- Improperly handling or reporting of money or financial transactions
- Destruction, alteration, removal or inappropriate use of the Employer's intellectual property, products or functionality
- Any similar or related inappropriate conduct

The Employer strictly prohibits any employees from engaging in, participating in, and covering up or in any way assisting in fraudulent activities during your employment with the Employer.

## Reporting fraud

If you suspect dishonest or fraudulent activity, you must notify Management immediately. You should not try to personally conduct an investigation into a suspected fraud. The Employer will treat your report with absolute confidentiality.

## Who to contact for help

Sometimes you need to talk to other people about concerns that you may have. Or maybe you're just looking for some information or advice. In the first instance - always talk to your direct supervisor or foreman. If you need to go higher, talk to the site manager or construction manager.

We are vitally concerned about looking after all of our employees. Our office can be contacted on (02) 4979 0170, and you can request to speak with any of the following:

- Brett Lester – Manager
- Megan Read - Office Manager
- Rachael Wheeler – Accounts and Administration Officer
- Arthur Hawkins – Field Officer
- Gabrielle Harden – HR, Careers & Administrative Coordinator
- Lara-Jayne Haggarty – Administration, Placement and Payroll Assistant
- Mikayla Haddow – Administration, Marketing and Payroll Assistant
- Bryanna Ball – Administration and Payroll Assistant
- Tylah Nicholls – Receptionist

For any after-hours emergencies, please call Brett Lester on 0402 000 892.

Your union - Unions in this region are dedicated to supporting training.

Other contact points include:

- The Department of Education & Training-
  - Training Services NSW 02 4974 8570
  - Work Cover 02 4921 2900
- Emergency 000
- Drug Advice 02 4961 2611

## Salaries and wages

### Remuneration Payment

You will be paid weekly in accordance with the procedure set out below.

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 the payroll team.

### Time recording (Timesheets)

This policy outlines employee responsibilities in relation to time recording. This policy relates to all staff including temporary and casual staff. The accurate recording and detailing of time spent is a compulsory legal requirement of the Employer and an integral part of the billing process. Failure to time record in an accurate and timely manner has an extremely detrimental effect on billings and cash flow for the Employer. Accordingly timesheets are to be given serious attention at all times.

You are responsible for the completion of your own time record.

Employees are to ensure all timesheet entries are a true and correct record of time, including appropriate recording of the various types of leave.

Failure to complete true and correct timesheets within the required timeframes is a proper basis upon which employees may be disciplined and / or ultimately terminated as appropriate to each individual circumstance.

Timesheets are monitored weekly and non-compliance will be communicated to your supervisors.

### Steps to follow for pay procedure

- Your pay week finishes on Tuesday
- ALL timesheets are to be entered in online no later than 5pm on Tuesday of each week
- Make sure all details are completed
- Your pay will be paid into your bank account between Thursday afternoon and by 6.00am on Friday of each week

Failure to submit a timesheet will result in your wages remaining unprocessed until the next payroll run.

It is your responsibility to ensure that your timesheets are completed and received by the office on time.

Failure to comply with this procedure may result in Payroll Violation Warnings being issued.

3 Payroll Violation Warnings may result in a Formal Written Warning.

### Pay advices

Every Thursday, you will receive an email for your Pay Advice. If you ever need another copy of this please notify our office and we can reissue.

## 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.

## Start and Finish times / Overtime

These will be negotiated with your Host Employer and you may be required to work outside these. Should this occur, you will be compensated through overtime payments.

## Lateness / absenteeism

You are required to be present and ready to commence work at your rostered starting time. You must return to work following authorised breaks punctually and at the time you are to resume work.

In the event you are going to be late to work, or following an authorised break, you are required to immediately notify the Employer as well as your Host Employer (if relevant) of any absence.

If you are late to commence or return to work, the Employer may 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 Host Employer to discuss the reason for your departure and obtain approval prior to leaving the workplace. Your Host Employer 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.

## Breaks

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

When working outside during instances of extreme heat, ensure you are taking regular breaks – particularly when the work is very physical. The frequency and length of the break should be increased if the conditions become hotter and/or more humid.

Refer to WHS manuals for further detail on working in extreme heat.

## Shortage of work

If there is a temporary shortage of work for any reason, we will try to maintain your continuity of employment. The purpose of this policy is to allow the Employer to avoid a redundancy situation during difficult times. 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 unless you choose to make use of any accrued leave.

## Superannuation

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

## Income support

### Centrelink Payments

You may be eligible for income support payments from Centrelink.

Visit <http://www.humanservices.gov.au/customer/subjects/australian-Apprentices> for more information.

### Disability & illness support

If you cannot meet your obligations as an Apprentice or trainee because you have a short-term illness or are injured, you may still be eligible for financial support during this time.

Eligible Apprentices and trainees who have a disability can get extra support. If you are a young person who has a physical, intellectual or psychiatric disability and you get certain income support payments, you may be able to get the [Youth Disability Supplement](#).

There are a range of other organisations that provide support services and useful information you may find helpful. The MoneySmart website has information to help you make the most of your money.

Visit the [HELP from the Government](#) section on the MoneySmart website.

Find your nearest Australian Apprenticeship Centre on the [Australian Apprenticeships](#) website or by calling 133 873.

## 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 any of our premises or client sites or otherwise 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.

## Annual leave entitlements and conditions

### General information for all kinds of leave

An employee can view their leave balances on their pay slips, this will not capture any leave for which a leave form has not been submitted and approved.

Employees are to ensure leave within their timesheets is coded to the correct leave type.

For any time coded to 'Leave' within an employee's timesheet it is a requirement that the employee receives Host Employer approval prior to the leave being entered into timesheets. The employee's timesheets should be submitted prior to taking approved leave. This includes if an employee leaves the office early due to illness/injury.

Failure to complete any leave forms in line with this policy for approval by the relevant Manager via Anytime, will result in the leave being treated as an unapproved and unreported absence and may be applied as leave without pay.

## Abbreviations

Please see below the following abbreviations you will see when submitting your timesheet. Please note you don't need to use these at all, it is just for reference when entering your timesheet.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>▪ NTF – Normal time with fares</li> <li>▪ NTWF- Normal time without fares</li> <li>▪ OT1.5 – Time and a half</li> <li>▪ OT2 – Double Time</li> <li>▪ TAFE – Tafe Day</li> <li>▪ SL – Sick Leave</li> <li>▪ RDO- Roster Day Off</li> <li>▪ AL – Annual Leave</li> <li>▪ WET – Inclement Weather day</li> <li>▪ PUB – Public Holiday</li> <li>▪ UL – Unpaid Leave</li> <li>▪ UPSL – Unpaid Sick Leave</li> </ul> | <ul style="list-style-type: none"> <li>▪ JS – Job Search</li> <li>▪ Fares – Dailey fares allowance</li> <li>▪ Meal – Overtime for 1.5 hours</li> <li>▪ Crib – Overtime 2 hours or more</li> <li>▪ RDOA – RDO Accrual</li> <li>▪ LLF – Leave Loading Fares</li> <li>▪ BA – Block Allowance</li> <li>▪ LAFH – Living away from home allowance</li> <li>▪ OSA – On site allowance</li> <li>▪ PB – Performance bonus</li> <li>▪ BL – Bereavement Leave</li> <li>▪ Over – Top up of hourly rate</li> </ul> |
|---|---|

## Annual leave

You are entitled to twenty (20) days leave every year. Approval is required by the Employer and also your Host Employer, before any leave can be granted. You must inform this office no later than 14 days before you wish to take leave. All leave applications must include all timesheets for the period that you wish to have off.

You are entitled to annual leave in accordance with the National Employment Standards, unless otherwise stated in your contract of employment. Where this policy is silent or of lesser value than the leave provisions contained within the NES, then the NES provisions shall apply.

## Leave Loading

You are entitled to receive 17.5% loading on annual leave.

## Notice

Notice of the leave is given to the Host Employer by telephone immediately prior to the respective absence, or as soon as reasonably practical.

In order to ensure workflow commitments can be accommodated, you are required to provide the following notice when requesting annual leave in accordance with the following table:

PERIOD OF LEAVE	PERIOD OF NOTICE REQUIRED
Five to eight weeks	Six months

Two to four weeks	Two months
One day to two weeks	One month

## Inclement Weather & Working Conditions

Employees must report for work at their normal workplace regardless of weather conditions unless informed otherwise by their Host Employer. If you are absent due to a wet day, you must inform our office. This information is required so that we can pay you correctly for this time.

## Directed leave

### Excess leave

It is policy to encourage you to take all your holiday entitlement in the current year. For employee wellbeing, employees are required to take accrued annual leave within 24 months after it is accrued, i.e. employees generally are not to have an accrual greater than eight weeks.

The Employer can direct an employee to take a period of paid annual leave if you have accumulated an accrual greater than eight weeks. In this situation, the Employer can direct the employee to take up to a quarter of the accumulated annual leave. This directive will be given in writing with reasonable notice to the employee.

### Christmas / New Year shut down

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. During the Christmas/New Year shut-down period all employees are to utilise:

- Any accrued paid annual leave
- Any accrued RDO
- Any accrued entitlement to long service leave (that has fallen due if applicable)
- Leave without pay, if insufficient accrued paid leave is available

If at any time an employee does not have sufficient accrued paid annual leave to cover all, or part of an approved request, the balance of leave will be automatically treated as Leave Without Pay, unless Leave in Advance is approved. Alternatively, long service leave may be taken provided that there is an entitlement and a sufficient balance available, and as approved.

Any provisions in applicable Commonwealth, state or territory workers' compensation legislation or related regulations that cap or prevent annual leave accrual while an employee is on workers' compensation will still apply.

A minimum of four weeks' notice of the annual shut-down dates will be given to all employees.

### Public holidays

You are entitled to a day off work on all gazetted public holidays in the location in which you usually work. The Employer may request an employee to work on a public holiday and to substitute the public holiday for another day. In this situation the request will be given with reasonable notice to the employee and will be paid at normal rates.

Permanent full-time and part-time employees are entitled to a paid day off for each public holiday in the location in which they usually work, and which fall on days which they are ordinarily rostered to work.

## Personal leave

Please refer to above General Information under the annual leave section for further details.

### Entitlements

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

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 relevant legislation. Part time and fixed-term employees are entitled to this entitlement on a pro-rata basis. 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
- 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
  - a sudden or unexpected emergency affecting the member.

An immediate family member is a:

- i. spouse
- ii. de facto partner
- iii. child
- iv. parent
- v. grandparent
- vi. grandchild
- vii. sibling or
- viii. 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.

### Unpaid carer's leave

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

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

### 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 Safeguards.

For the avoidance of doubt, any medical appointments (i.e. dentist, optometrist, physiotherapist) are to be treated as annual leave or leave without pay and not personal or carer's leave. Personal / carer's leave can only be used for medical appointments in exceptional circumstances as agreed by the Employer.



## Notification of personal / Carer's leave

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

Text messages and e-mails are not an acceptable method of notification.

You should try to give an indication of your expected return date and notify the Employer and the Host 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 the Employer of your continued incapacity once a week thereafter, unless otherwise agreed.

It is your responsibility to advise the Employer and the Host Employer of any appointments that may need to be rescheduled or any critical or urgent matters are reallocated. The exception to this is if you are critically ill, hospitalised or unable to communicate in a usual manner.

## Evidence of incapacity

With regards to paid personal / carer's leave, employees are required to provide written evidence in the form of a medical certificate or statutory declaration for the following instances:

- any sick leave taken
- leave taken on either side of a public holiday
- leave taken immediately before or after any approved annual leave

You can obtain a medical certificate from a health practitioner registered or licensed under a law of a state or territory. Certificates provided by other recognised health care professionals (dentists, physiotherapists etc) will be considered on a case-by-case basis.

If it is not reasonably practical for an employee to obtain a medical certificate for a period of leave, a statutory declaration may be provided. For example, physical or mental incapacitation resulting in inability to visit a registered health practitioner. If the leave is for longer than two days and a medical certificate is not given the balance of the leave will be treated as leave without pay.

Statutory declarations must state that, the employee was 'unfit for work on the date due to personal illness or injury' and details on why it was 'not reasonably practicable' for them to provide a medical certificate. Without a reasonable explanation of 'not reasonably practicable' the leave will be treated as Leave Without Pay. In addition, the Statutory Declaration must be witnessed by a Justice of the Peace or solicitor who is not a relative of the employee.

With regards to compassionate leave the Employer can request that an employee provide reasonable evidence of the illness, injury or death of the family member.

An employee is not entitled to take paid personal / carers leave if they are receiving workers' compensation payments, unless expressly provided for in an applicable law of a Commonwealth, state or territory relating to workers' compensation.

## Return to work

You should notify the Employer and the Host Employer 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 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 to the Employer and the Host Employer to allow any necessary communications to be made before commencing work.

The Employer expects its employees to, as a minimum, comply with prevailing COVID-19 isolation requirements as set out by the Federal and State Health authorities. Host Employers may have additional policies that apply over and above these, and all Apprentices must comply with these policies.

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. The Employer reserves the right to request a return to work release from your medical professional in all circumstances. Information arising from such an interview will be treated with strictest confidence.

## 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. The Employer 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.

The Employer monitors leave levels for the general wellbeing of employees. Unacceptable leave might include, taking an unusually large number of personal / carer's days, regularly taking the same day off week after week or claiming personal/carer's leave always on Mondays and / or Fridays. The Employer reserves the right to take appropriate action for any employee who exhibits unacceptable leave. Unacceptable leave is a proper basis upon which employees may be disciplined and / or ultimately terminated as appropriate to each individual circumstance.

## Parental Leave

### Unpaid parental leave

Under the National Employment Standards ("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. The employee must have primary responsibility to care for the newborn or newly adopted child.

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.

## Period of leave

For an employee who gives birth, the period of leave may commence up to six weeks before the expected date of birth. Should an employee wish to work within six weeks before the date of the birth, the Employer may request a medical certificate from the employee's treating doctor to confirm fitness for work. The Employer may direct an employee to take a period of parental leave as soon as practicable if the employee cannot provide a medical certificate outlining fitness for work or if the certificate states not fit for work. The 12 months unpaid parental leave is reduced by the amount of directive leave taken.

Employees who give birth must not return to work until at least six weeks after the date of the birth of the child, unless they can produce a medical certificate stating that they are fit to resume normal duties.

For employees not giving birth the period of leave must start on the date of the child's birth or, for adoption leave, the date of the child's placement.

An employee's leave entitlements (annual and personal / carer's) will only accrue for the duration of any approved paid leave period. However an employee's continuity of service is not affected.

## Extending / reducing a period of leave

Employees on parental leave are to keep the Employer informed of any possible changes in the leave period verbally and in writing, as soon as practicable.

The Employer requires at least eight weeks written notice before the end of the employee's period of approved parental leave, for any requests for extensions or reductions to be considered, in order to ensure suitable arrangements can be made that minimise the impact on operational requirements of the Employer and the flow on effects for the clients. The Firm will consider and respond within 14 days of the request.

Employees may request to reduce the period of approved parental leave. Such requests must outline the new end date. The reduction is subject to the Employer agreement taking into account operational requirements of the Employer. The Firm will consider and respond within 14 days of the request.

Where the initial period of approved parental leave was for less than 12 months, employees may request to extend the period of approved parental leave up to 12 months. Such requests must outline the new end date and details of parental leave taken by the employee's partner, if any. Only one extension will be granted within the initial 12 months unpaid leave. Any further extensions within the initial 12 months are subject to the Employer's agreement, taking into account operational requirements of the Employer. The Firm will consider and respond within 14 days of the request.

Employees may seek approval to extend unpaid parental leave beyond the initial 12 months. Such requests must outline the reason for the extension, the new end date and details parental leave taken by the employee's partner, if any. The request is subject to the Employer's agreement taking into account operational requirements of the Employer. As the employee took the initial 12 months parental leave the extension may be for a maximum of a further 12 months, (24 months in total), less any leave their partner may have taken. The Employer will provide written acceptance or refusal of the extension request to the employee, which will be subject to operational requirements. The Firm will consider and respond within 14 days of the request.

Where an employee wishes to resign from their position prior to returning from parental leave, as much notice as possible should be given, or as a minimum, notice in accordance with the employee's signed Terms and Conditions.

## Unpaid pre-adoption leave

An employee seeking to adopt a child may take up to 2 days of unpaid pre-adoption leave to attend any interviews or examinations required to obtain approval for the adoption. However, unpaid leave can only be used if some

other form of paid leave e.g. annual leave is not available. The Employer may request evidence of attendance prior to the leave being approved.

## Concurrent parental leave

Parents who are married or in a de facto relationship can take up to eight weeks unpaid parental leave at the same time. This is called 'concurrent leave.'

Concurrent leave can start:

- on the birth or placement of the child
- earlier than this date, if the Employer agrees or
- later than this date, but within 12 months of the birth or placement of the child

Concurrent leave can be taken in separate periods. Each period has to be at least two weeks long, however, the Employer can agree to shorter lengths.

Concurrent leave is part of an employee's total unpaid parental leave entitlement. This means that any concurrent leave taken is deducted from the total parental leave entitlement.

## Australian Government Paid Parental Leave scheme

The Australian Government Paid Parental Leave scheme applies to eligible primary carers of newborn or adopted children. The employee can choose either to receive the payments directly from the Government, or via the Employer who then pays it to the employee.

Employees must lodge claims directly via Centrelink. Upon acceptance of the claim, Centrelink will then contact the Employer to process via Payroll, if the employee elects for it to be paid via the Employer. For eligibility information or to make a claim, contact Centrelink.

## Dad and partner Pay

Employees must lodge claims directly via Centrelink. For eligibility information or to make a claim, contact Centrelink - Dad and Partner Pay.

## Other Leave

### Compassionate / Bereavement leave

Full time and part time employees are entitled to two days of 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;
- or suffers a miscarriage

The term 'immediate family' includes:

- i. spouse
- ii. de facto partner
- iii. child
- iv. parent

- v. grandparent
- vi. grandchild
- vii. sibling, or a
- viii. child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner.

## 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 and generally in blocks of no less than two weeks.

In New South Wales, full-time, part-time and casual employees will be entitled to long service leave after completing 10 years of continuous service with the Employer. Eligible employees are entitled to:

- Two months paid leave after 10 years of continued service; and
- One month paid leave for each additional 5 years of continued service

A month is defined to be 4 1/3 weeks.

Please note that these entitlements are subject to the relevant legislative obligations. Accordingly, they may be subject to amendment.

Employees may apply for long service leave once they become eligible. The leave is subject approval prior to the leave being taken, taking into account operational requirements of the Employer.

## Community Service Leave

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

## Family and domestic violence leave

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

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

- make arrangements for your safety, or the safety of a family member (including relocation)
- attend urgent court hearings or
- access police services.

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

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

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

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

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

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

## Jury service leave

Employees can access this leave if they are required to attend jury service during ordinary working hours. An employee is not entitled to the above leave unless they comply with the following:

- Notice of the service is given to the employees Manager and Payroll as soon as reasonable practicable, including the period, or expected period of absence;
- Written evidence of the above from the Sheriff's Office is provided as soon as practicable

To apply for such leave an employee must complete an application for leave via Anytime. The employee must return to work as soon as practicable on any day on which they are released from jury service.

The Employer will reimburse a full time or part time employee with 'make up' pay for the difference between the payment for the jury service and their ordinary base salary for the first 10 days jury service. The remainder of the jury service will be leave without pay. The Employer does not reimburse any additional expenses associated with jury service.

To receive reimbursement employees are to provide the payroll team with written acknowledgement of Jury Duty from the Sheriff's Office which is to outline the daily payment amount. Reimbursement for the difference will be processed via payroll.

## Notice and proof of other leave entitlements

An employee is not entitled to the above leave unless they comply with the following:

- Notice of the service is given to the employee's Manager and payroll as soon as reasonably practicable;
- Written evidence of the above from the relevant emergency management body is provided as soon as practicable

## Leave without pay

Employees whilst on leave without pay will not accrue any entitlements such as annual leave, long service leave and personal / carer's leave. With the exception of parental leave, periods of leave without pay do not count towards an employee's length of service.

Leave without pay is subject to the Employer and Host Employer's approval prior to the leave being taken, unless taken as a result of insufficient paid personal / carer's leave or unapproved / unreported absences.

In the case of personal / carer's leave or unapproved / unreported absences, a leave form must be submitted via Anytime as soon as reasonably practicable following the leave.

## Unapproved / unreported absences covered

All absences must be reported in accordance with the timeframes stipulated within this Policy. Where an absence is not reported within the required timeframes or not approved as per the requirements of this policy, and where there is no reasonable explanation to substantiate, this will be recorded as an unreported and / or unapproved absence. Unreported and unapproved absences are unacceptable and may result in disciplinary action.

Managers will follow-up unreported absences promptly, on the day that the employee did not attend work. Please note the relevant personal contact details will be provided to the employee's Manager for this purpose. If the Manager is unable to contact the employee or determine the reason for the absence and / or whereabouts of the employee they are to advise a member of Management, who will then attempt to contact the employee via their listed next of kin to ensure the safety of the employee.

## IT and Computer Policy

### General

Should you require any IT assistance, please contact the office.

### Social media

The Employer embraces the use of all forms of social media as an important tool for brand promotion and business engagement. Employees should ensure their personal social media does not interfere with their role or responsibilities to the Employer and that there is no personal use during working hours.

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

Please note that when using social media for any purpose, inside or outside work hours, employees are expected to use common sense, good judgement and respect. In addition the Employer's policies on Code of Conduct, your confidentiality obligations and any other relevant internal policies are to be adhered to when there is an association between social media and the Employer. For example, when updating the status of your day or when blogging on Employer or external sites. Be aware that even where you do not expressly note your connection with the Employer, the nature of the internet and social media means that connections can easily be drawn. Your conduct at all times on social media, whether "anonymous" or not, therefore has the potential to reflect badly on the Employer and is subject to these policies including confidentiality and your terms and conditions of employment.

If these are breached the relevant disciplinary actions will be taken which may include requests to remove or alter content and could result in termination.

You are requested to refer any general enquires into opportunities with the Employer to the website or your manager. You are accountable for your actions during the personal and business use of social media. The Employer may monitor and review the use of social media sites.

Employees acting as representatives of the Employer are to work within these terms and the framework provided. All material produced on work time and resources continues to be owned by the Employer.

### 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.

## Breach

Should an employee fail to comply with the expectations outlined within this policy, they may face disciplinary action and, in serious cases, termination of their employment or contract.

The Employer encourages all employees to notify an Employer representative if they notice any inappropriate or unlawful use of information technology or social media relating to the Employer or its employees.

## Standards

### Wastage

We maintain a policy of "minimum waste", essential to the cost-effective and efficient running of the Employer. You are to promote this policy by taking care to avoid unnecessary or extravagant use of services, time, energy, etc, for example:

- handle machines, equipment and stock with care;
- turn off any unnecessary lighting and heating / cooling and keep external doors closed;
- ask for other work if your job has (or is likely to) 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 the full or part of the cost of the loss

The Employer has the contractual right to deduct such costs from your pay.

### Tools

Included in your hourly rate of the applicable award wage is a tool allowance.

Apprentices are also entitled to receive "Tools for Your Trade" payments, which are facilitated by the Australian Apprenticeship Centre. It is required that the suggested tool kit be purchased and maintained with these funds and be of professional quality. More information is available here:



<https://www.australianapprenticeships.gov.au/aus-apprenticeships-incentives>

All Host Employers have been advised that Apprentices are expected to have their own tools and maintain them in a good working condition. Your tools are your responsibility; you will not be provided with additional tools or compensation due to negligence.

## Cleanliness

It is a Work Health & Safety requirement that work areas must be kept clean and tidy at all times.

## 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.

## Personal relationships at work

It is the expectation of the Employer that you will carry out your duties with integrity and avoid conflicts between any private interests, specifically personal relationships, and workplace responsibilities.

This policy provides guidelines for family members, domestic partners, significant others, and/or similar personal and consensual relationships, in the workplace.

Personal relationships should not interfere with, be seen to interfere with, or influence practices in the workplace. The Employer expects you to avoid and minimise the likelihood of conflicts arising due to personal relationships.

Personal relationships can include:

- family relationships (including spouse, children, siblings, cousins, relations by marriage, parents or other close relatives)
- emotional relationships (including sexual relationships and friendships)
- financial relationships (including commercial relationships where pecuniary interest is present)

Personal relationships may involve you, clients, potential clients, business associates and work colleagues.

Personal relationships must not interfere with decisions or processes associated with the following:

- selection and promotion of staff
- confirmation of appointment
- performance review
- staff development opportunities

The Employer permits the employment of qualified family members, domestic partners, significant others and/or similar personal relationship of employees as long as such employment does not create a conflict of interest.

In accordance with the Employer's standard employment policies, the basic criteria for employee selection or promotion shall be appropriate qualifications in terms of education, experience, training and performance, consistent with organisational needs.

Relationships by family, marriage, domestic partnership and/or similar personal relationship shall constitute neither an advantage nor a disadvantage to selection, promotion, salary, or other conditions of employment.

## Declaring relationship status and/or potential Conflict of Interest

The Employer values an environment of inclusion, trust and respect as beneficial for the working and learning environment for all. The Employer acknowledges that romantic or sexual business and other intimate relationships may develop or exist in a work environment. All relationships must be consensual but, even though the relationship is consensual, it can raise serious concerns about the validity of the consent, conflicts of interest, and favouritism.

If you become involved in a situation where a personal relationship may be a source of conflict you must declare any such possible conflict of interest to management. A source of conflict can include where you engage in a relationship with another employee who is in either a direct or indirect supervisory role or in the same division.

If you become family members, domestic partners, significant others or a similar personal relationship, with another employee you may retain your position, provided that you are not the direct or indirect supervisor or under the supervision of the other employee.

If you are involved in a personal relationship and you are in a supervisory position to the other employee, or in the same division with the other employee, it is your responsibility to advise management. A management plan must be formulated to address the supervisory relationship or an alternative plan to address any potential issues for those who work in the same division.

## Unavoidable circumstances

If you are unavoidably assigned to a position that creates a co-worker or supervisor-subordinate relationship, the Employer will use its discretion and sound judgement in order to avoid creating a conflict of interest.

## Relationships with clients

When you interact with clients, you are frequently in a position of trust and influence. These relationships must not jeopardise the effective functioning of the Employer or by the appearance of either favouritism or unfairness in the exercise of professional judgment, boundaries, confidentiality and decision making.

## Allegations and investigations

If you, whether or not involved in a personal relationship, believe you have been, or are being, adversely affected you are to raise concerns with management. If you are in a relationship that may be viewed as harassment or discrimination you should refer to the Grievance and Bullying and Harassment policies or consult management.

## Dress and appearance

You are required to be correctly clothed at all times, including appropriate safety gear. Working without a shirt is forbidden, as is inappropriate footwear, or not wearing hard hats in designated areas.

## Dress for the occasion

Office Employees are permitted to wear business casual clothing on any day of the week. The Employer respects the importance of professional presence, however recognises you can achieve that with a more relaxed dress code which aligns with our company culture and reputation.

Employees should dress appropriately for their audience and occasion:

- Wear practical and appropriate clothing and shoes
- All clothing, footwear and accessories should be clean and tidy in appearance
- Body art (tattoos, piercings, etc) must be discreet, appropriate and should not contain profanity or nudity
- Avoid revealing clothing that could make those around you feel uncomfortable

If you have any questions as to appropriate dress at any time or the interpretation of this policy, you should consult your manager.

## Events and functions

Prior to any Employer events, the appropriate dress code for that particular event will be communicated.

## Non-compliance

Feedback will be provided to any team members who are not dressed appropriately.

## Health, safety and welfare

This policy is to be read in conjunction with policies and procedures set out in the Workplace Health and Safety Handbook (WH&S Handbook). Where there is an inconsistency with the policies and procedures set out in the WH&S Handbook, the WH&S Handbook takes precedence.

## 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, 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 with management without delay.

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.

## Refreshments

Any Employer-provided facilities in the Office must be kept clean and tidy at all times.

## 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.

## Workers Compensation Policy

The following information is for newly injured workers. This will assist you and your understanding of the workers compensation scheme NSW. It provides the key topics to give you understanding in the event of a workplace accident.

If you have any questions please don't hesitate to contact our office on (02) 4979 0170 and your Return to Work coordinator will be more than happy to discuss further with you.

Contact MBA: Gabrielle Harden: (02) 4979 0177

Contact Doctor: Hamilton Doctors: (02) 4961 3017 – Dr Ben Seckold

Contact Doctor: Broadmeadow Medical Centre – Dr Boyd – 4041 4400 – Works Mon, Tues, Thurs, Fri 7am-1:45pm  
– if outside of these days/times may be able to fit in with another Dr.

## Statement of Commitment to Return to Work (RTW):

Newcastle MBA Group Training (ABN: 30 089 781 591) and Master Builders Group Training (ABN: 81 113 083 837), are committed to the RTW process of our employees. We are dedicated to assisting our workers in making a safe and timely return to work. Our goal is to assist all employees to make a full recovery to their pre-injury duties.

## Injured Workers Responsibilities:

In the event of an injury at work, the injured worker must:

- seek medical attention
- notify the Employer as soon as possible
- record their name, the date and cause of the injury in the Employer's Register of Injuries
- sign the Work Cover medical certificate, if one is required
- participate and cooperate with the development and implementation of an injury management plan
- comply with requests made by the insurer with regard to their claim, and
- Make all efforts to RTW as soon as possible.

## Injured Workers Rights:

- Choose your nominating treating doctor
- Choose your rehabilitation provider: if required
- Have a say in your RTW plan
- Choose your treatment providers, as well as occupational provider

## Employer Responsibilities:

When there is an injury at work, the Employer must:

- attend to the injured worker as soon as possible
- notify the insurer within 48 hours
- Cooperate and participate with the insurer to develop an injury management plan for the injured worker. The insurer should contact the Employer and the worker within three days of receiving notice of an injury
- Implement and monitor a RTW plan for the injured worker

## Key Parties in the RTW Process:

- Injured Worker
- RTW Co-ordinator: Authorised personnel from the Employer
- Nominated Treating Doctor: Hamilton Doctors, 60 Lindsay Street Hamilton 2303. Dr Ben Seckold
- Insurer: iCare
- Health Care Providers: such as physiotherapists, chiropractors etc
- Rehabilitation Providers: assist with the RTW processes

## Suitable Duties:

The Employer will offer suitable duties here in our office if the Host Employer is unable to accommodate restrictions given by the nominated treating doctor in the assessment. It is preferred that suitable duties be performed onsite wherever possible.

Suitable duties are offered to keep you working; continuing in the workplace ensures a fast and effective return to work. The duties given to an injured worker should be useful and meaningful duties, where practicable.

## Provisional Liability

Provisional liability allows an insurer to commence payments for weekly benefits and medical expenses to an injured worker without admitting liability. Provisional liability provides for initial payment of weekly benefits up to 12 weeks, along with medical expenses up to a cap.

An insurer is required to commence provisional weekly payments within seven days of receiving initial notification of the injury. The insurer is only exempted from this requirement if there is a reasonable excuse to not start provisional payments. The insurer must inform the injured worker of the reason for declining provisional payments within seven days of initial notification of the injury, and provide advice on how to lodge a workers compensation claim.

Before provisional liability payments begin or a claim is accepted, the insurer requires certain facts. It will investigate the matter by questioning the Employer and the worker, and seeking information from the treating doctor.

Under the Worker's Compensation Act 1987, a person is only entitled to workers compensation if:

- the person is a 'worker' or a 'deemed' worker
- the injury is work-related
- the work was a substantial contributing factor to the injury
- the person is covered by NSW workers compensation legislation.

## Declined Claims and Disputes:

If during the RTW process any disputes or conflict occurs: the Employer, injured worker and insurer should discuss ways of resolving their disputes at all stages to seek an appropriate solution before seeking further assistance from Work Cover assistance, or the Workers Compensation Commission.

## About RTW Coordinators

A RTW coordinator is an employee responsible for coordinating the rehabilitation efforts of the organisation in which they are employed.

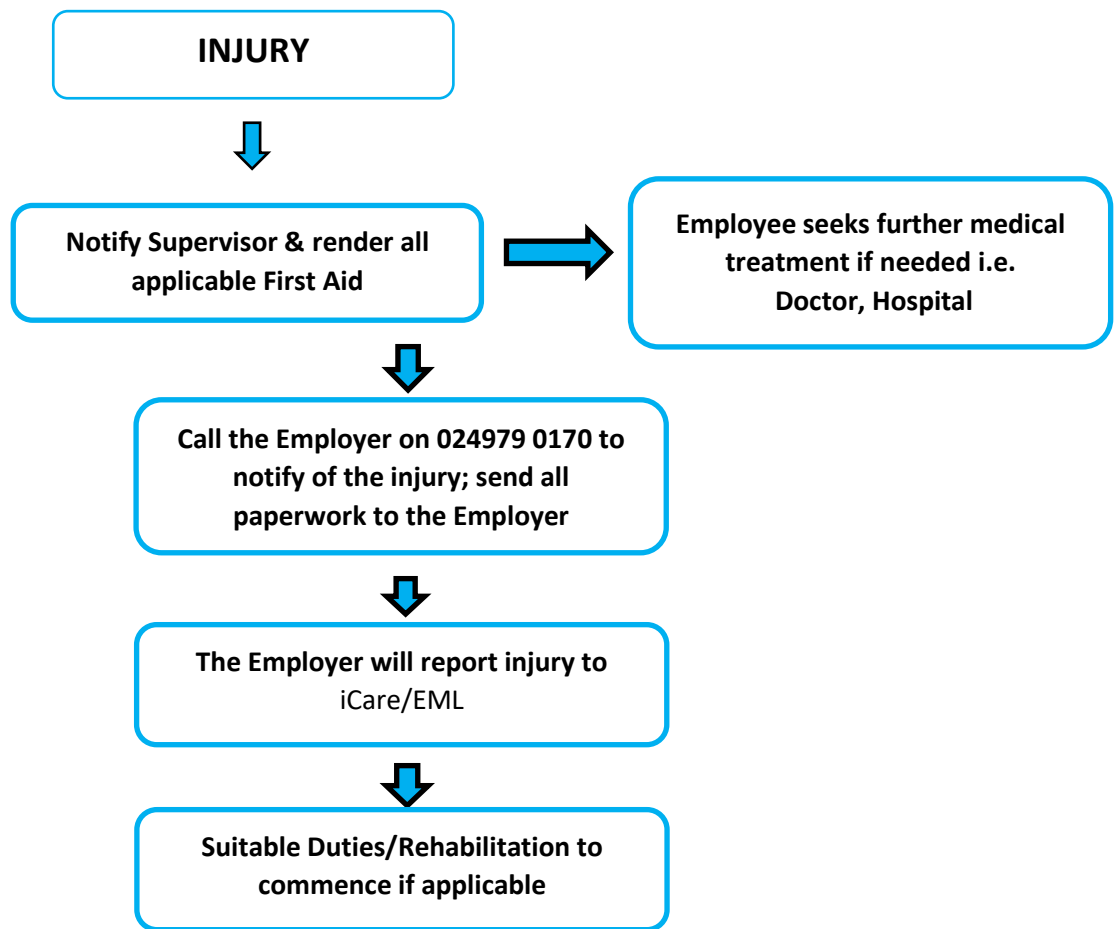
The RTW coordinator is a fellow worker and acts as the link between all the people involved in an injured worker's rehabilitation - the injured worker, the treating doctor, and the worker's supervisor.

The RTW coordinator (who has undertaken the Work Cover approved two-day training course) can develop a RTW plan for the injured worker after discussions with the worker and the worker's doctor. The RTW coordinator should be aware of all the jobs carried out in the business and use this information in drawing up the return-to-work plan. In complicated cases or where specific assistance is required, the RTW coordinator will refer the injured worker to an independent rehabilitation provider.

For any further information please contact your RTW coordinators: Gabrielle Harden, Brett Lester, and Megan Read on (02) 4979 0170.

## Workers Compensation Procedure

The procedure for notification and recording of accidents and dangerous events is shown in the following flowchart:



A case of death must be notified immediately to relevant authorities and the Employer. Where serious bodily injury or illness, or dangerous events occur, notification is to be made as soon as possible, and in any case, must be notified within 24 hours of the incident.

Other injuries not resulting in hospitalisation must also be notified with 24 hours of the incident.

## Rehabilitation Policy

### Providing Early Rehabilitation Assistance to Employees

Research has consistently shown that the longer injured employees are off work, the more likely they are to become chronically ill and unable to return to work.

A good policy of early rehabilitation and assistance for all employees, which is well communicated and acted upon consistently, will lead to healthier workplaces and better outcomes for employees and employers.

The Employer is committed to preventing occupational injury and/or illness by providing employees with a safe and healthy working environment.

Pro-active management of the rehabilitation and return to work process will occur through early intervention, timely medical treatment and personal support to any injured employee.

The Employer will ensure that rehabilitation is carried out in a manner consistent with the assessments of treating specialists and general practitioners. Suitable alternative duties will be arranged to assist in the integration of injured employees successfully back into the work force with an early as possible return to meaningful and productive work.

The Employer will communicate with all employees to ensure that its rehabilitation programs operate effectively through a co-operative and participatory approach.

The rights of employees under the Workers Compensation Act and any other relevant legislation will not be prejudiced by their participation in any rehabilitation program.

## Drugs and alcohol

### Illicit 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 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. Counselling services, advice and assistance will be given by the Employer within reasonable limits, with the onus on the individual as their responsibility to address.

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

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

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

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

### Prescribed/over-the-counter medication

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

## Screening

The Employer may require screening for alcohol and drugs. For employees, this may include pre-employment testing. Testing may be conducted based on reasonable suspicion or following an incident or accident. The Employer reserves the right to carry out random testing across all levels of employees.

The following provides examples of activities which may result in disciplinary procedures, up to and including termination of your employment or engagement with the Employer. If you:

- are removed from the workplace due to impairment or reasonable suspicion of impairment
- return a positive result following testing
- return a blood alcohol level of more than 0.00 or the equivalent in urine or breath samples
- refuse reasonable direction to undertake drug and alcohol screening or
- are in possession of illegal drugs for supply or consumption in the workplace or the Employer's vehicles.

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

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

If you return a positive result or refuse to participate in testing, you will be required to cease work immediately and leave the workplace.

The employee will be required to perform further testing at their own cost and will not be allowed to return to any worksite until a certificate of clearance is obtained. During the employee's time of absence, normal wages will not apply, but taken from annual leave or RDO hours owing. If the employee does not have any accrued leave or RDO time the employee must take leave without pay; ultimately suspending for lengthy periods where a clearance certificate cannot be achieved or obtained.

You will not be able to return to the workplace until you return a negative result. If you are required to leave the workplace, you will be required to report to management on your return or when you are no longer under the influence of drugs or alcohol, to discuss the incident.

## No smoking policy

The Employer promotes a healthy and comfortable, 'smoke free' work environment for all employees. Smoking on the premises or in Employer vehicles is strictly prohibited. You are only permitted to smoke in designated areas and during your breaks.

- It is acknowledged that smoking is a legal right and cigarettes are classified as a legal drug
- Smokers must be aware and give consideration to the rights of non-smokers
- It is acknowledged that it is a professional environment and that consideration must be given to the image projected to the public by staff while smoking
- Staff are seen as role models; they are expected to refrain from smoking in public places whilst working on any activities for the Employer involving children or carrying out any duties with children present.
- The Employer makes no allowance for informal smoking breaks. Smoking is only permitted during designated break times and must be done off site
- Any breaches of this policy could result in disciplinary action



## General terms and procedures

### 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 or pursuing separate business interests or any similar venture, you must discuss the proposal with your manager to establish 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 undertake any other duties of whatever kind during your hours of work with the Employer or whilst on Employer premises.

### 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.

### Lost property

The Employer does 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.

## Whistle-blowers

### 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.

### 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.

## 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.

## 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.

## 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.

## 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.

## 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:

1. where the information is disclosed to the required authorities
2. 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
3. where the Discloser consents.

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

## 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.

### Amendment and availability of this policy

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

## Capability procedure

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.

### 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 dismissed with the appropriate notice.

### 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, 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.

## 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.

## Unsatisfactory performance

This policy aims to ensure that matters of unacceptable performance are addressed in an appropriate manner, and to assist in ensuring a fair and transparent process. This Policy applies to all employees of the Employer's businesses. This Policy may be varied from time to time, and employees are directed to comply with such variations. This Policy does not form part of any Contract of Employment. The Employer will seek advice from and be guided by external legal council in all relevant circumstances.

## Definitions

**Counselling** – where an employee is advised that the standards of performance and/or conduct requires improvement, and the expected standards and improvements are clearly defined. This may be confirmed either verbally or in writing.

**Procedural Fairness** – applying the principles of procedural fairness ensures decisions are fair, just and reasonable. This includes, but is not limited to, giving an employee the opportunity to respond to allegations and considering that response before an outcome is determined.

**Performance Improvement Plan (PIP)** – a formal plan which details the key areas for improvement (objectives) and the specific behaviour / measures required to rectify the unsatisfactory performance. This is monitored and reviewed to ensure satisfactory progress is being made.

## Disputes and complaints policy

As part of the Employer's commitment to quality service for Apprentices and clients, all disputes and complaints are to be given high priority and every attempt made to settle disputes quickly with regard to our stated code of practice.

1. If a Host Employer or Apprentice lodges a complaint the details are to be recorded in the Complaints Register by staff.
2. A Complaint Lodgement Form is to be filled out by the client, Apprentice or staff member and signed by the person making the complaint.
3. The resolution of the complaint is to be accorded a high priority and the result or action taken to be recorded on the Complaint Form and signed off on the Complaints Register when resolved.
4. It may be necessary to involve mediation with NSW Training Services or NMBA GTP Chairman where Apprentices or host builders are not originally satisfied with the complaints procedure.
5. All alternatives are to be exhausted to ensure fairness and equity is delivered to both employees and clients.
6. In the case of a dispute or grievance originating from an Apprentice which does not warrant a formal complaint, staff should endeavour to list the details on the Assessment form, the Issue Sheet. In our objective to continually improve our services we can act upon the dispute before an official complaint arises.
7. Any other matter which still needs to be looked at, as part of continual improvement, even if resolved quickly or without fuss should still be recorded as a file note and given to the GTP Manager for listing at the next staff meeting.

## Responsibility

Designation	Responsibilities
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Host Employers & The Employer	<p>Address performance or conduct issues promptly</p> <p>Ensure compliance with this Policy in the management of unacceptable performance and unacceptable conduct</p> <p>Document and retain copies of all meetings, discussions and documentation associated with this Policy</p> <p>Apply the principles of natural justice in determining an outcome, and ensure this is applied in a timely, unprejudiced and consistent manner</p>
All Staff	<p>Comply with this Policy</p> <p>Take all reasonable steps to understand the expected standards of performance or conduct and improve performance standards and / or behaviours in response to any corrective action</p>
The Employer	<p>Provide advice and support in relation to performance and conduct issues, as requested, and in a timely manner</p> <p>Ensure compliance with this Policy in the management of unacceptable performance and unacceptable conduct</p>

## General Protocol

In all processes, records should be made and copies kept of all discussions, meetings and letters issued. For all meetings under this guideline:

- except in exceptional circumstances, the Manager should attempt to give at least 24 hours' notice of the meeting;
- except in exceptional circumstances, all employees are entitled to have a support person present if requested; and
- it is incumbent upon each participant to take their own notes of the meeting.

The Employer requires a minimum standard of conduct and performance which is clearly stated to employees in formal discussions, management appraisals, policies, guidelines or procedures and contracts of employment. If an employee does not meet this standard, the Employer will take appropriate action to address. Note: Individual circumstances will be considered in determining the appropriate corrective action (if any).

## Managing Unacceptable Performance

Examples of unacceptable performance that may result in corrective action include (but are not limited to) when:

- you have displayed poor work practices
- you have failed to meet the inherent requirements of the position, as described in the role statement (position description)
- you have failed to satisfy the requirements of a Performance Improvement Plan (PIP)
- you show persistently inadequate performance despite the Performance Review Process, or
- any other performance-related concerns.

Host Employers should ensure that performance concerns are addressed promptly, in consultation with the employee, and at the first indication of a performance issue.

Any warnings issued for unacceptable performance should be held as valid for 12 months and thereafter retained on your file for reference purposes only.

## Procedure

Where you fail to comply with the requirements of this Policy, the Employer may take disciplinary action up to and including dismissal. Any disciplinary action will be in accordance with the disciplinary policy.

## Stage 1 - First instance

- i. In the first instance of a performance issue being raised with you, the Manager should outline the performance concern in clear terms, using specific examples, and referring to the relevant policy, position description, guideline or procedure (where applicable). The Manager should also clearly state the expected performance improvement.
- ii. Once the performance issues have been tabled with you, the Manager should give the employee an opportunity to respond to the allegations as there may be mitigating circumstances which need to be considered. The Manager should give your response due consideration prior to delivering an outcome.
- iii. Dependant on the individual circumstances, one or more of the following corrective actions may be applied, being additional training, counselling, establishment of a Performance Improvement Plan (PIP), issue of a First Written Warning
- iv. Where a PIP or written warning is required in the first instance, appropriate action should be determined in consultation with Management, prior to it being issued to you.
  - a) Training – where a skills gap is identified, additional training may be required
  - b) Counselling – where a counselling is appropriate, the Manager should make a file note of it, date it, sign it, and submit it to Management to store on your personnel file
  - c) Performance Improvement Plan (PIP) – where a PIP is appropriate, the Manager should meet with you and develop the plan in consultation with you, using the PIP template. Once agreed, this should be signed off by you, the Manager, and Management, and a signed copy issued to you. This will also be stored on your personnel file. Should this improvement process be unsuccessful in improving your performance upon completion of the review period, the Employer may decide to end your employment.
  - d) The First Written Warning must include:
    - a clear description of the poor performance;
    - a clear explanation of the expected standard;
    - details on how to improve;
    - reasonable timeframes for which the performance can improve / be reviewed;
    - details on any assistance that may be given; and
    - consequences of failing to improve.

A copy must be given to you and stored on your personnel file.

## Stage 2 - Repeated unacceptable performance

- i. Where a performance issue continues after corrective action has commenced, including where improvement against the Performance Improvement Plan is not satisfactory in terms of what a reasonable person could expect, further corrective action may be required.
- ii. In this instance the Manager will hold a Review Meeting with you. The Manager should outline the performance concern in clear terms, using specific examples of ongoing poor performance, and referring to the relevant policy, guideline, position description or procedure (where applicable). The Manager should also clearly state the expected performance improvement.
- iii. Once the performance issues have been tabled with you, the Manager should give you an opportunity to respond to the allegations as there may be mitigating circumstances which need to be considered. The Manager should give your response due consideration prior to delivering an outcome.
- iv. Dependant on the individual circumstances, one or more of the following corrective actions may be applied as outlined in stage 1 above, being additional training, counselling, PIP, first written warning, or
  - Final written warning. This must include the information specified in Stage 1 (iii) (d), and must warn you in clear terms that the Employer will terminate your employment if there is not a substantial and sustained improvement in your performance

Where a warning is required, appropriate action should be determined in consultation with management, prior to it being issued to you. Where a warning is appropriate, the Manager must arrange a formal outcomes meeting to issue the warning, which is to be held with the employee and the Manager, following the review meeting. You may have a support person present if requested.

- v. The Manager will keep a record of all meetings, training and/or coaching given, and a summary of discussions, which will be stored on your personnel file.
- vi. If after the review period the performance has improved to the Managers satisfaction, no further action will be required but the written warning shall remain valid for a further 12 months (i.e. if further examples of poor performance arise then the corrective procedures may be resumed at this point).

### Stage 3 - Demotion or termination of employment

- i. All decisions to demote or terminate you must be made in consultation with management, prior to being discussed with you
- ii. Where reasonable steps have been taken to address unsatisfactory performance, and where the unsatisfactory performance continues, the Employer may decide to terminate your employment or demote you with notice or payment in lieu of notice.

Any decision to terminate your employment or demote an employee must be confirmed in writing, and must include the reason for the termination / demotion, and the termination / demotion date.

## Disciplinary procedure

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 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 standards of performance, action and behaviour required of you;
- disciplinary action 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.

### 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.

### Rules covering unsatisfactory conduct and misconduct

You will be subject to disciplinary action if you 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 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 or 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 or 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

This list is not exhaustive.

## 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 and deliberate acts of unlawful discrimination or harassment;
- deliberate damage to property;
- possession, or being under the influence, of illegal drugs at work;
- breach of health and safety rules that endangers the lives of, or may cause serious injury to, employees or any other person; and
- conduct causing imminent and serious risk to the reputation, viability or profitability of the Employer and / or its related entities

## Disciplinary procedure

Disciplinary action taken against you may be based on the following procedure:

Offence	1 <sup>st</sup> occasion	2 <sup>nd</sup> occasion	3 <sup>rd</sup> occasion
Unsatisfactory conduct	Formal warning	verbal Written warning	Dismissal
Misconduct	Final warning	written 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.

## Duration of warnings

### Formal verbal warning

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

### Written warning

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

### Final written warning

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

## 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.

## 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.

## Bullying and harassment

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.

## Harassment

This policy is 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 a duty to implement this policy and all employees are expected to comply.

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. These behaviours are prohibited under various pieces of legislation at both the State and Federal level.

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 gestures and behaviours;
- lewd or abusive comments about appearance;
- deliberate exclusion from workplace activities and conversations or disparaging comments made about an individual to others;
- displaying abusive or offensive writing or material;
- unwelcome physical contact; 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.

## Sexual Harassment

Sexual Harassment is a form of harassment which has been prohibited under the Sex Discrimination Act 1984 (Cth). Sexual harassment occurs where a person engages in any unwanted physical, verbal or non-verbal conduct which has a sexual overtone. This behaviour can affect the dignity of anyone in the workplace or creates an intimidating, hostile, degrading, humiliating or offensive environment.

Sexual harassment need not be continuous or ongoing, a single occurrence may still constitute sexual harassment. Sexual harassment need not occur between members of the opposite gender, it can be perpetrated by members of the same gender.

Examples of sexual harassment include:

- Staring or leering at colleagues;
- Excessive and unnecessary familiarity, e.g. unwelcome touching;
- Suggestive comments or jokes;
- Insults or taunts of a sexual nature;
- Intrusive questioning regarding a person's private life;
- Displaying and viewing materials which exhibit a sexually suggestive nature;
- Inappropriate advances, whether in person or via social media;
- Repeated and unwanted requests for sexual favours or to go on dates; and
- Any behaviour that may also be considered an offence under criminal laws, e.g. assault, indecent exposure, sexual assault, stalking or obscene communications.

The list of behaviours above is not exhaustive.

The Employer views this conduct as unacceptable, and will not tolerate any form of sexual harassment. Disciplinary action at the appropriate level will be taken against anyone committing any form of sexual harassment.

## 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 and physical or emotional threats, whether during or outside of work hours and using any medium, including social media;
- unjustified criticism or complaints;
- deliberate exclusion from workplace activities and conversations or disparaging comments made about an individual to others;
- the spreading of misinformation or malicious rumours and / or participating in malicious gossip or complaints; and
- the denial of access to information, supervision or resources such that it has a detrimental impact on the individual or group, including stealing or misuse of property.

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

## Bullying and harassment complaint procedures

### 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. 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.

### 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.

## 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.

## Confidentiality & Privacy Policy

Please refer to the privacy policy on our website: <https://www.mbagtp.com.au/privacy-policy/>

Additionally, we note that the operation of the Privacy Act does not apply to the Employer in regards to any acts which directly relate to the employment relationship between the organisation and the individual and an employee record held by the organisation.

However, 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.

## 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 departments 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.

## 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 such any 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.

All employees must treat any information they see or hear in the course of their duties; whether on-site, in the office, during training, or while managing matters such as workers' compensation; as strictly confidential. This includes, but is not limited to, personal information, workplace matters, incidents, and discussions involving apprentices, host employers, or staff. Such information must not be disclosed, discussed, or shared with any unauthorised person, either internally or externally. Any breach of confidentiality is considered a serious violation of this policy and may result in disciplinary action.

## Breach

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

### Notifiable Breaches Scheme - Privacy Act

Notifiable Data Breaches scheme in relation to the Privacy Act 1988, which is effective from 22 February 2018.

The scheme doesn't change the Privacy Act itself, rather imposes a requirement on agencies and organisations with existing personal information security obligations to notify both the Australian Information Commissioner as well as any individuals whose personal information is involved in a data breach likely to result in serious harm should a breach occur.

Personal information includes (but is not limited to) Tax File Numbers, credit card details, dates of birth and other personally identifiable information.

A breach might include:

- emailing information to an incorrect recipient
- loss of a device containing personal information (USB drive, mobile phone, tablet, laptop etc)
- compromised password (e.g. your password has been changed without your knowledge)
- clicking on a link or opening a dodgy attachment that gives an external party access to our systems
- a deliberate attack by a 3rd party to gain access to our systems - the easiest method to do so is via social engineering for example guessing your password is your dog or child's name based on your Facebook page or creating legitimate looking emails with names and titles from people on linked in.

**If any of the above occurs, please notify Management and they will notify Diamond IT, who will investigate and advise what action is required.**

## Photographs of employee

The Employer uses photographs, photographic images, names, and audio and video recordings of employees for general publicity in publications, public relations, promotions, publicity, and advertising. Any employee who does not wish to be photographed or recorded, or to have their names, voices, or biographical materials used in connection with any such recording, must notify Management as soon as possible.

For the purposes of this policy, photograph means any photographs, motion picture, videotapes, computer feeds or electronic recordings.

Unless you have directly opted out of being photographed, your image and/or likeness may at any time be captured by still photography, videography, or other photographic or electronic means. The Employer reserves the right to use any such image, photograph, video, or the like for any college-related purpose, including but not limited to promoting, publicising and/or advertising on behalf of The Employer in print publications, on the Internet, or in other media such as signage and/or presentations.

Employees who do not wish to be photographed or recorded are responsible for removing themselves from the area in which photographing/recording is occurring and notify the camera operator(s). Failure to do so may result in the employees' inclusion in a photograph or recording; it will be deemed equivalent to a release, and will allow the Employer to use that photograph or recording as it chooses, including subsequent to the employee's tenure.

### Internal handling of clients' information

Our clients' privacy and confidence in retaining the Employer to provide services consistent with our commitment to clients and consistent with our core values is of critical importance. The Employer is committed to ensuring that all personal information provided to us by our clients is to be held in the strictest confidence and in accordance with the Australian Privacy Principles (APP's) and the requirements of the Privacy Act 1998, ("the Act"). The Employer has implemented practices, procedures and systems to ensure compliance with our legal obligations to maintain the confidentiality and security of personal information we collect and hold and manage in an open and transparent way.

This Policy sets out our approach to gathering personal information, and our approach to the use and dissemination of such information. We undertake to treat all client and other personal information in our possession in accordance with the requirements of the Act. By "personal information" we mean information or an opinion about an identified individual, or about an individual reasonably identifiable from the information.

All staff are required to become familiar with and adhere to this Policy. Compliance with this Policy is to be regarded as a lawful direction from The Employer to comply with the practices and procedures set out in this Policy at all times, and if required to address any issue regarding privacy and personal information in accordance with the contents of this Policy.

The Employer has appointed Brett Lester as the Privacy Officer who will be the primary point of contact regarding any privacy issue or enquiry. Should you receive any enquiry or complaint regarding a privacy issue or concern, you should immediately refer the matter to them, and establish whether the person with the issue or concern has reviewed our policy statement on our website. If they are not immediately available please ensure that the enquiry is conveyed and confirm to the person with the privacy issue or concern that privacy issues are taken seriously by the Employer and that you will follow up to ensure that they become aware of the enquiry or complaint. Should this situation arise, you are required to follow up the enquiry with them to confirm that they are aware of the message and not assume that he has received the information.

### Equal opportunities 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.

## 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.

It is a policy of the company that all staff recruitment be initiated by the manager with Chairman/Board approval.

The manager shall consider if an excessive workload is short or long term and what strategies are appropriate to meet this need. If the engagement of additional full time staff is required, the manager shall seek approval from the Board. The manager, in consultation with key employees, shall develop a job description (required for new positions). Normal traineeships are at approval of the manager if within strategy lines set by the Board.

Vacancies may be advertised internally and/or externally to source applicants.

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.

Staff may be recruited by a variety of means, as is appropriate for the programs for which they are being recruited.

Applicants need to be qualified as specified for the role in the position description.

All applicants are considered and a short list established from which final selections are made. All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job. Staff should be selected on the merit of their documented skills and experience.

Unsuccessful applicants are informed via email within four weeks of the closing date.

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 or Host Employers meeting for 2<sup>nd</sup> interviews.

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.



## 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.

## Termination of employment

### Resignation

You are entitled to resign from the Employer; however all parties that have signed your Training Contract must agree.

All resignations must be provided in writing, stating the reason for resigning your post and provided in the first instance to The Employer. Before doing so, we advise that you contact the Employer and arrange a meeting to give us the opportunity to potentially resolve the situation; and ensure this is the course of action you wish to take.

Please be mindful that your Apprenticeship is indentured. This means you have signed a written legal contract, and have obligations as an employee.

### Notice period

Notice periods are required as specified in the individual employment contract / terms and conditions.

### Suspension

Apprenticeships can be suspended (generally for up to three months) providing that the Employer and the Apprentice agree.

An Apprentice cannot be forced to suspend a training contract with their Employer; however, a suspension may be necessary due to lack of work or the need to take an extended period of time off as a result of injury or illness.

Similarly, the Apprentice cannot simply cease work without the consent of their Employer.

Should you need to suspend your Apprenticeship, a letter signed by both you and The Employer will be forwarded to the Department of Education & Training. Once you re-commence working again, the Department of Education and Training will add the length of your suspension to the term of your Apprenticeship, unless otherwise notified.

For further information please contact The Department of Education and Training on (02) 4974 8570.

### Transfer of The Training Contract

It is possible to transfer your Training Contract from the Employer to another employer with the approval of the Apprenticeship authority.

### Cancellation of The Training Contract

The Training Contract can be legally terminated by mutual agreement by all parties, or resolution by the apprenticeship authority where there is a dispute between the parties.

Training Services NSW provides expert advice and information to Industry, Employers, Training Providers and Apprentices. It is responsible for mediation and dispute resolution between Apprentices and their Employers and issues certificates to those who successfully complete their training.

## Terminating your employment without notice

If you terminate your employment without giving or working the required period of notice indicated in your contract 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.

## 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 five business 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.

## 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.

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

## Motor vehicles

### Driver’s licence

You must be in possession of a current and valid driver’s licence to drive during the performance of your duties. You must produce your driver’s 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, the Employer must be informed immediately.

### Fuel – c/km reimbursements

In normal circumstances when travelling to the worksite you have been appointed the “Fares” entitlement provision that will be in effect: *When travelling from your residential address to the nominated working site.*

Travelling to the Host Employer’s registered business address or home base address with Host Employer transport provided will be in effect “non Fares” (no fare entitlement payment).

50km from your home address is the limit for the normal “Fares” rate.

If you travel further then 50kms, a km rate will be payable INSTEAD of a fares rate. To claim this rate you must record your kms travelled to and from Job Site daily, give the job site address and record on your Timesheet weekly. Failing to do this WILL result in non-payment of the provision and normal “Fares” will stay in effect. No backpay will be refunded if no log/record is not maintained.

If you are ever in doubt or unsure of your KMs, please contact the Employer for advice.

NOTE: The 50kms is as driven, NOT a radius of a straight line from destination to destination ('as the crow flies') for example if you drive 60kms from your house your paid for 60kms.

## 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.

## Reversing

At all times when reversing a vehicle and 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.

## Professional development

### Formal Training

An important part of your Apprenticeship is the formal training you will receive from your Registered Training Organization (RTO) NSW Hunter TAFE Institute. You are required, once enrolled, to attend TAFE weekly or on block release as determined by TAFE. The Employer pays for your enrolment fees yearly, through a 'bulk billing' service system approved through the TAFE Administration Department. Should you have any queries, please contact the Office.

You are required to pay for any course related fees and non-compulsory textbooks.

You may be eligible to claim a tax deduction for class notes printed or textbooks you have personally purchased (note, these must not have been reimbursed by the Employer); please retain all receipts and seek independent advice from a Registered Tax Agent in this regard.

For approved, compulsory textbooks the Employer may reimburse you if you provide a copy of your receipt; to be reimbursed within a month.

During your induction, a representative from the Australian Business Apprenticeship Centre will complete a training plan proposal to initiate your registration with TAFE. After your induction, the Employer will contact the Hunter Institute of TAFE to get you enrolled in your selected trades course and inform you of your start details. From there, either the Employer, or TAFE directly, will be in contact with you to pass on the commencement details.

It is highly important when attending TAFE your mobile phone is turned off at all times during class sessions. Mobile phones in class are disruptive to not only the teachers but also to other students in your class. The only exception is if teaching staff advise you to use it in class.

It is essential for you to get to know your teachers name and contact details (email address and phone number). Having a good relationship with your teacher through your formal training will assist you in gaining a wealth of knowledge and act as a mentor who has direct experience in your trade and someone to address with any issues you may need assistance with.

It is crucial that you are punctual to class every week, this saves the disruption to your teacher and classmates. The Employer will receive notification on tardiness absences along with being noted on your attendance record. You would not show up late on site, so the same rules apply for TAFE. Please contact your Teacher and the Employer if you are unable to attend class, arriving late or leaving early due to being sick or personal issues. Ensuring you have your teacher's details as mentioned earlier will allow you to do this.

TAFE needs to be taken seriously and attendance and completion of all units of competency is an essential aspect of your Apprenticeship. If you are absent from class or have failed a unit, it is your responsibility to catch up on the work as soon as possible by communicating with your TAFE teacher. As a result of class numbers and the new changes with smart and skilled, re-sits on practical and theory components are becoming more difficult, to avoid delays in completion – don't miss classes and try to pass the first time.

If an Apprentice fails a TAFE unit of competency they will need to discuss with their TAFE teacher an appropriate time to re sit the unit/s failed and must cover the costs of the re-sit directly at their own expense.

Remember we are here for you to assist you through to completion, so please if you need assistance call our friendly office staff.

## Rotation to Other Host Employers

During your employment, you may be required to be rotated to another Host Employer. This may occur due to many reasons, including lack of work or increased workload of another Host; or to further develop your skills and expand your knowledge of the Building & Construction Industry.

Placements with any Host Employer can range from the full term of your Apprenticeship, this being four years, or a minimum of just one week.

In the unfortunate circumstance that you are handed back from your Host Employer, and the Employer is unable to immediately rotate you to an alternative Host; you may be designated a Job Search Allowance. This involves you pro-actively seeking a Host Employer by completing tasks such as calling all relevant companies affiliated with your trade to see if they would like to hire you as a part of the Employer's Group Training Scheme.

Apprentices may be awarded this allowance for up to an allowance of two weeks at your award rate every year of their Apprenticeship/Traineeship; which will only be issued after you have been employed for an initial nine months. It is also at the Employer's discretion as to when this payment may be awarded, best endeavours will be made to find you a placement before this payment occurs.

If you are not entitled to a Job Search allowance, you may use your Annual Leave, RDO or unpaid leave entitlements instead prior to a suspension (see pg. 56)

## Salary sacrificing policy

A salary sacrifice arrangement is an arrangement between the Employer and the employee whereby the employee agrees to forego part of their future entitlement to their wages in exchange for the Employer providing non-cash benefits of a similar amount to the employee.

This policy, as amended from time to time, forms part of the contract of employment between the Employer and the employee.

### Eligibility for Salary Sacrifice Arrangements

A formal written agreement must be prepared and signed by both the employee and the Employer to accurately document the salary sacrifice arrangement.

### What benefits can be packaged?

Under this policy, only Superannuation contributions are available to be packaged.

