

MAA INTERNATIONAL

EMPLOYEE HANDBOOK



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1 INTRODUCTION

1.1 WELCOME

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

MAA International (MAA) is an international relief and development agency working to support and assist the world's poorest and most needy communities regardless of race, creed or nationality.

Established in 1989, MAA supports projects in over 40 countries spanning Africa, Asia, and Europe. By responding quickly to emergencies, MAA provides relief to survivors of natural disasters and human-caused disasters (war, civil-strife, displacement). MAA also undertakes long-term development projects on education and training, provision of clean water and healthcare, and re-establishing livelihoods to break cycles of endemic poverty.

MAA is registered with the Australian Charities & Non-profits Commission (ACNC). This registration and associated ACNC Tick of Charity Registration (the Registered Charity Tick) aims to give reassurance to the public that the charity is transparent and accountable by highlighting its presence on the ACNC Charity Register.

MAA is also a signatory and a full member of the Australian Council for International Development (ACFID) Code of Conduct, which requires high standards of corporate governance, public accountability and financial management to be in place. The ACFID Code of Conduct requires members to ensure that 'Funds and other resources designated for the purpose of aid and development will be used only for those purposes and will not be used to promote a particular religious adherence or to support a political party, or to promote a candidate or organisation affiliated to a particular party' (Principle B.1.5 Non-development Activity).

In addition, MAA is also accredited with DFAT (The Department of Foreign Affairs and Trading). MAA is committed to undertaking the best possible procedures to ensure compliance with the ACNC, ATO, ACFID, DFAT and relevant regulatory bodies. MAA endeavours to ensure accurate representation of our activities to its stakeholders, including donors, and the public.

1.2 PURPOSE OF THE EMPLOYEE HANDBOOK

The Employee Handbook sets out the Employer's rules and regulations, the policies and procedures relating to your employment and also contains information on your benefits and protections. If you require any clarification or additional information, please speak to your manager. All employees are required to comply with the Employee Handbook. Therefore, we ask

that you read the content carefully as you may be subject to appropriate disciplinary action (up to and including termination) in the event that you breach the Employee Handbook.

1.3 PRINCIPLE OF EQUALITY

The Employer is committed to providing equal opportunities and the principle of equality in accordance with relevant legislative provisions. We are confident that you share our commitment in implementing these policies.

We will not tolerate any unlawful discriminatory act or attitude in the course of your employment or in your dealings with our clients, suppliers, contractors, members of the public or fellow colleagues. Acts of unlawful discrimination, harassment or victimisation will result in disciplinary action.

1.4 GENERAL

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

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

1.5 ACCESS TO AWARD AND THE NATIONAL EMPLOYMENT STANDARDS

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

2 JOINING THE ORGANISATION

2.1 INDUCTION

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

Upon the commencement of your employment, you may be issued with various items of access to the premises.

All items of access are to be immediately returned upon the termination of your employment for whatever reason.

2.2 PROBATIONARY PERIOD

The length of your probationary period is set out in your contract of employment. Casual employees are not subject to a probationary period. During this period, your work performance and general suitability will be assessed and, if it is satisfactory, your employment will continue. However, if your work performance is assessed as generally unsuitable, the Employer may either take remedial action (which may include the extension of your probationary period) or terminate your employment at any time prior to confirmation of your employment.

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

2.3 EMPLOYEE TRAINING

The Association values the work that you perform and recognises that you play a crucial role in its success.

The Association is therefore committed to providing you with training and development to increase your skill set and abilities in your current role and, wherever possible, to assist in your career development.

Training and development opportunities may come in many different forms, which may involve internal or external training.

i) Your entitlements

You are entitled and encouraged to participate in training in accordance with this policy.

ii) Your responsibilities

You are required to participate in internal and external training as directed by the Association. When participating in training, you must ensure you meet all requirements of the training.

You must provide the Association with evidence of your satisfactory completion of training, e.g. certificates, awards etc.

iii) Internal training procedure

There are two forms of internal training: formal and informal.

The Association may, from time to time, provide formal internal training in the workplace. You may be required to participate in this training. You may also request to participate in such training if you feel this is directly relevant to your current role within the Association or would benefit your career progression within the Association.

In addition, the Association encourages you to engage in informal training on an ongoing basis. This may involve both participating in, and leading, informal training with your colleagues.

If there are any areas in which you feel formal or informal training is required in order to complete your role, you are encouraged to raise this with management.

iv) External training procedure

The Association may, from time to time, require you to participate in external training. Where this training is conducted outside of your normal work hours, you may be granted time off in lieu equivalent to the length of the course at the sole discretion of management and only where this is authorised in advance.

Alternatively, after 12 months' employment with the Association, you may request any of the following to facilitate your attendance at any external training that is directly relevant to your role with the Association:

- unpaid study leave;
- paid study leave;
- reimbursement of course costs; or
- flexible work patterns for the duration of the course.

Whether such requests are granted will depend entirely on the operational needs of the Association and the relevance of the proposed training to your current/future roles with the Association.

The Association retains final discretion to approve such requests and to impose any such conditions on approval as it may see fit in the circumstances. This may include:

- conditions on reimbursement, e.g. reimbursement of course costs subject to passing course and provision of evidence relating to this;

- requirement to enter into a written agreement to repay course costs if you leave the Association within a specified period after training; and
- requirement that the training is directly linked to a skills gap that has been identified in your team/department.

2.4 JOB DESCRIPTION

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

2.5 PERFORMANCE AND REVIEW

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

2.6 AVAILABILITY

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

2.7 JOB FLEXIBILITY

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

2.8 FLEXIBLE WORK

The Association will consider requests made for flexible work arrangements on a case-by-case basis taking into account its operational requirements including, but not limited to, such matters as hours of operation, number of staff and client needs.

Flexible work arrangements may include part-time work, job sharing, leave without pay, career break, part- year employment, variable-year employment, working from home, varying flexible hours arrangements and short-term absences for family responsibilities.

i) Your responsibilities

You should be flexible in your approach to work any requests made by the Association regarding working arrangements.

Any applications for flexible working arrangement must be made in accordance with the process below in order to be considered by the Association.

ii) Procedure

When seeking flexible working arrangements you should do so in writing. The request should fully outline the following details:

- the proposed change(s) to your current working arrangements;
- the reasons for the change(s);
- the date of commencement of the proposed change(s);
- the intended period of time that the arrangement(s) will be in place; and
- any other information which is considered relevant.

The Association will generally respond in writing to your request within 21 days. The Association will advise in writing if the request is approved.

The Association will likewise advise in writing if the request is not approved, together with the reasons for the refusal.

If you make an application for flexible work which is subsequently refused, the application will not be considered again until there has been a material change in circumstances either in relation to the Association or yourself.

An application made on the basis of material change in circumstances should also address and outline the nature of the particular change.

2.9 MOBILITY

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

2.10 CONVICTIONS AND OFFENSES

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

2.11 COMPANY PROPERTY

Upon the commencement of your employment, you may be issued with various items of Association property to assist you with your duties.

You are expected to exercise all due skill and care in using and maintaining all items of Association property. All damage or loss to company property is to be brought to the immediate attention of management.

Association property shall not be used for personal use without the express prior permission of management. You are expected to use appropriate levels of skill and care when using Association property and equipment.

Any wilful, reckless or careless loss or damage is viewed as serious misconduct and will result in disciplinary proceedings and may result in the termination of your employment without notice.

All items of Association property are to be immediately returned upon the termination of your employment for whatever reason.

3 REMUNERATION AND HOURS

3.1 ADMINISTRATION

i) **Payment**

You will be paid on a monthly basis and by electronic funds transfer, but this may be varied by the Employer upon the provision of reasonable notice or in the case of emergency.

Wages will be paid in arrears.

You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions that have been made and the reasons for them, for example, tax and agreed deductions.

Any pay queries that you may have should be raised with management. Your pay is to be considered confidential and should not be discussed with other employees.

ii) **Overpayments**

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

iii) **Tax**

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

iv) **Overtime**

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

Additional hours worked to complete your ordinary duties, for example, staying back late to correct your own erroneous work, will generally be considered reasonable additional hours and will not ordinarily be paid as overtime.

3.2 SUPERANNUATION

Superannuation contributions will be made on your behalf in accordance with legislation.

3.3 SALARY SACRIFICE

Salary sacrifice arrangements are available to all the Association's employees. This is an arrangement where you can agree to forgo part of your future entitlement to salary in return for the Association providing you with a non-cash benefit of equivalent value.

Your gross salary can be sacrificed into a variety of benefits such as rent payments, motor vehicle payments, petrol, weekly shopping bills, utility bills and schools fees. Please note that this list is not exhaustive.

You should note that the amount the Association pays towards your superannuation guarantee is proportionate to your gross salary; as such any reduction in your gross salary through a salary sacrifice arrangement will correspondingly reduce the amount paid by the Association towards your superannuation guarantee.

i) Your responsibilities

Salary sacrifice arrangements are purposed to provide employees with more tax efficient remuneration package. However, before entering a salary sacrifice arrangement with the Association, all employees should understand that the Association does not warrant that this will be the case for each arrangement and does not accept any liability for any taxation or any other outcome resultant from the arrangement. It is your responsibility to seek independent financial advice before entering into a salary sacrifice arrangement with the Association.

ii) Procedure

All salary sacrifice arrangements must first be approved by management.

Once provisional approval has been granted all employees are required to enter into a salary sacrifice agreement with the Association. Original tax invoices must be submitted with the salary sacrifice agreement once a purchase has been made.

The salary sacrifice agreement will confirm your new residual gross salary and the date from which your new residual gross salary will become effective.

Should you wish to vary, amend or terminate the salary sacrifice agreement with the Association you must provide not less than 21 days prior written notice seeking the Association's approval.

Further details are available from management.

3.4 TIME RECORDING

You are required to clock in at the beginning of your shift and off again at the end of a shift. All breaks must be taken and recorded. If you are required to fill in time sheets you must do so accurately, honestly and personally. You must not allow any other employee to fill in your timesheets and you must never fill in other employees' time sheets. If you are found to be filling

in timesheets in a manner which contravenes this policy, you will be subject to disciplinary action which may include the termination of your employment.

3.5 HOURS OF WORK

You may be rostered to work Monday to Friday. Currently, the usual business hours are 9.00am to 5.00pm, but these hours may change from time to time.

You are expected to be flexible to a reasonable extent in relation to your hours of work, and the nature of your duties performed, in order to meet the needs of the Association.

3.6 LATENESS/ABSENTEEISM

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

In the event you are going to be late to work, or following an authorised break, you are required to notify your manager as soon as possible and indicate when you expect to arrive.

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

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

3.7 BREAKS

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

3.8 SHORTAGE OF WORK

If there is a temporary shortage of work for any reason, we will try to maintain your continuity of employment. With your agreement, we may place you on reduced hours, or alternatively, temporary leave. If you agree to be placed on reduced hours, your pay will be reduced according to time actually worked. If you are placed on leave, this will be processed as leave without pay unless you elect to utilise any accrued leave entitlements.

3.9 STAND DOWN

The Employer may send you home where there is no useful work for you to do, such as during:

- breakdown of equipment
- industrial action or
- a cause which the Employer cannot reasonably be held responsible, such as natural disaster.

This list is not exhaustive. Generally, you will not be paid for this time. However, by agreement you may be able to access accrued leave.

4 ANNUAL LEAVE

4.1 ANNUAL HOLIDAYS

You are entitled to accrue annual leave in accordance with the NES, unless otherwise stated in your contract of employment. For the avoidance of doubt, casual employees are not entitled to annual leave. Your annual leave pay will be at your normal basic pay unless shown otherwise in your contract of employment.

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

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

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

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

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

4.2 ANNUAL SHUTDOWN

The Employer may choose to temporarily shut down, for instance during the end of the year period. Where practical, the Employer will provide One months' notice of this intention.

If we do, you are required to reserve sufficient days from your annual leave entitlement to cover the shutdown period. If you have not accrued sufficient annual leave to cover this period, you will be required to take unpaid leave for this period.

4.3 PUBLIC HOLIDAYS

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

5 PERSONAL LEAVE

5.1 ENTITLEMENTS

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

Paid personal leave accrues over the course of your employment.

Full time employees will accrue up to ten days of paid personal leave for each year of continuous service. 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 or
- to provide care or support to a member of your immediate family, or a member of your household who requires your care and support because of:
 - a personal illness or injury affecting the member or
 - a sudden or unexpected emergency affecting the member.

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

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

An immediate family member is a:

- spouse
- de facto partner
- child
- parent
- grandparent
- grandchild
- sibling or
- child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner.

A household member is any person who lives with you.

5.2 NOTIFICATION OF PERSONAL LEAVE

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

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

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

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

5.3 EVIDENCE

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

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

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

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

5.4 RETURN TO WORK

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

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

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

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

5.5 GENERAL

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

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

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

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

6 OTHER LEAVE

6.1 PARENTAL LEAVE

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

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

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

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

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

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

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

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

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

6.2 COMPASSIONATE LEAVE

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

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

6.3 LONG SERVICE LEAVE

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

6.4 COMMUNITY SERVICE LEAVE

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

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

6.5 TIME OFF

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

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

7 SAFEGUARDS

7.1 RIGHTS OF SEARCH

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

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

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

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

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

7.2 IT AND COMPUTER POLICY

i) Virus protection

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

- unauthorised software including public domain software, magazine cover disks/CDs, applications, or internet downloads must not be used and
- all software must be virus checked using standard testing procedures before being used.

ii) Use of computer equipment

In order to control the use of the Employer's computer equipment and reduce the risk of contamination, the following rules will apply:

- the introduction of new software and applications must first of all be checked and authorised by management before general use will be permitted
- only authorised employees are permitted access to the Employer's computer equipment
- only software that is used for business applications may be used on the Employer's computer equipment
- no software may be brought onto or taken from the Employer's premises without prior authorisation and
- unauthorised copying and/or removal of computer equipment and/or software will result in disciplinary action up to and including termination.

iii) Internet policy

The purpose of this policy is to provide a framework to ensure that the expectations and rules relating to the use of the internet while performing duties for the Employer are clear.

Authorised employees are encouraged to make use of the internet as part of their professional activities. This includes, but is not limited to, accessing the internet on Employer devices. Attention must be paid to ensuring that published information has relevance to normal professional activities before material is released in the Employer's name. Where personal views are expressed, a disclaimer stating that this is the case should be clearly added to all correspondence.

The availability and variety of information on the internet means that it can be used to obtain material reasonably considered to be offensive. The use of the internet to access and/or distribute any kind of offensive material, or material that is not work-related, leaves an individual liable to disciplinary action up to and including termination.

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

- accessing websites which put the Employer at risk of viruses, compromising copyright or intellectual property rights
- using Employer devices to access the internet for inappropriate or illegal purposes
- using social media in breach of the Employer's social media policy
- accessing the Employer's internet on personal devices
- connecting, posting or downloading any information unrelated to their employment and, in particular, pornographic or other offensive material and
- engaging in computer hacking and other related activities or attempting to disable or compromise the security of information contained on the Employer's computers.

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

iv) Email

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

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

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

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

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

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

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

v) **Monitoring**

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

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

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

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

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

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

7.3 SOCIAL MEDIA

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

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

To protect the mutual interest of all involved, work-related matters must not be placed on social media at any time either during or outside of working hours and this includes access via any mobile computer equipment, including mobile phone or other devices unless approved in advance. Work-related usually means that the Employer, its clients, suppliers, employees, contractors or any other associated parties can be identified and be in some way connected back to your relationship with the Employer.

Where you have been authorised in relation to work related matters, you must not bring the Employer, its clients, suppliers, contractors or any other associated parties into disrepute through the content of your usage. While representing the Employer on social media, it is expected that you will exhibit a professional and courteous attitude with clients, your colleagues, suppliers and other members of the public and ensure that you act in the Employer's best interests at all times.

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

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

7.4 PHONES AND OTHER DEVICES

The Employer's phones, computers, laptops and other devices are to be used for business purposes and where approved, reasonable incidental personal use. Personal calls to international numbers or other high cost numbers are not permitted.

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

Limited and reasonable use of personal mobile phones and other personal devices is permitted, provided such devices does not impact on your output or quality of work or workplace safety. The Employer reserves the right to direct you to switch off any device at any time.

7.5 SURVEILLANCE

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

Surveillance may be conducted using:

- internet usage recording devices, such as data capture, web browsing and email history captured on servers, and keystroke recognition
- any form of visual recording devices including all types of cameras, 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.

8 STANDARDS

8.1 BEHAVIOUR AT WORK

You should behave with civility towards fellow colleagues, clients and members of the public, whilst at work. Rudeness will not be permitted. Objectionable or insulting behaviour or bad language may result in disciplinary action up to and including termination.

You should use your best endeavours to promote the interests of the Employer and shall, during normal working hours, devote the whole of your time, attention and abilities to the Employer and its affairs.

Any involvement in activities which could be construed as being in competition with the Employer is not allowed.

8.2 CUSTOMER SERVICE EXPECTATIONS

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

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

This list is not exhaustive.

8.3 FRIENDS AND FAMILY IN THE WORKPLACE

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

8.4 CHILDREN IN THE WORKPLACE

The Association is committed to promoting equal opportunities and a workplace that is supportive of the needs and responsibilities of employees with family responsibilities.

The Association understands that there may occasionally be the need for employees to bring their children into the workplace. However, such circumstances should be kept to a minimum and employees should be mindful of the fact that the Association's offices are a place of work, and that its activities should be respected and not unduly interrupted.

Requests to bring children to the workplace should be made in advance to management. Such requests will be given careful consideration. Factors which will be considered include the age of the child/children, the length of time involved, the frequency of attendance, the environment, health and safety issues and the degree of possible inference with other employees. You are not permitted to bring children to work unless you have the express permission of management.

If permission is granted parents should be sensitive to the needs of colleagues and should not expect others to care for their children.

Parents must be aware that the ultimate responsibility for the safety of their child/children rest with them.

Children brought into the workplace must be under the direct supervision of an accompanying parent at all times. Responsibility for all aspects of the child's/children's behaviour rests solely with the parent, as does responsibility for the safety of the children.

In the case of an emergency situation, you should consult management so that alternate arrangements can be made where your children have been permitted in the workplace.

Non-compliance with this policy will result in disciplinary action up being taken against you.

8.5 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.

8.6 BUSINESS GIFTS

This policy aims to provide guidance in relation to circumstances where business gifts and entertainment (Gifts) may be either offered to, or accepted from, business contacts and clients.

i) Your entitlements

The Association permits the acceptance of Gifts conditional upon it being in association with your role and in no way provided with the intention or prospect of affecting a business decision.

ii) **Your responsibilities**

Gifts may only be offered to others with the prior approval of management and conditional upon it not being provided with the intention or prospect of affecting a business decision of the recipient.

You should ensure that you comply with the following general obligations when offering, or being the recipient of, Gifts:

- all Gifts and entertainment should fully comply with the laws and regulations of the relevant state and federal governments;
- the provision or acceptance of such Gifts should not give rise to, or the perception of, a conflict of interest;
- no Gifts whatsoever should be offered or provided to a government official or employee;
- any Gift should be consistent with industry standards and should not be viewed as excessive or lavish;
- Gifts of cash should not be made or received under any circumstances;
- Gifts of hospitality or entertainment should not be provided or accepted where a representative of the Association is not present;
- management should be informed of all gifts received; and
- Apart from existing promotional items, all proposed Gifts should be pre-approved by management before being made.

In the event that you are unsure of the appropriateness of a particular Gift you should contact management for further guidance.

8.7 WASTAGE

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

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

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

Further:

- any damage to 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 and
- any loss to the Employer that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work, will render you liable to reimburse to us the full or part of the cost of the loss.

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

8.8 DRESS AND APPEARANCE

You are expected to maintain an acceptable standard of presentation which promotes a professional yet modest image both internally and externally.

The overall appearance of all employee's should be dignified and modest. Shiny, flashy clothing may technically meet the above requirements, but defeat the purpose of overall modesty.

The Association adopts a practice of 'business casual attire'. It is up to you to determine the level of formality required of your dress, depending upon a variety of factors including your activities and schedule, client expectations, and the expectations of the local business community.

i) Your responsibilities

You are expected to present for work at all times with a professional and neat appearance.

We would expect that if you do not interface directly with clients, that "business casual" attire would be the usual mode of dress, which simply means wearing attire of a professional standard without the formality of wearing a suit for women, or suit and tie for men.

Regardless of whether direct client interface is required, all employees should project a professional image at all times as clients, and prospective clients and employees, will make assumptions about the Association based on what they see when they visit our offices.

As "business casual" is a term often misinterpreted, anyone wanting further information should seek the guidance of management. As a guide, the following would be considered inappropriate:

- runners, sneakers, trainers, thongs / flip flops, casual sandals;
- denim;
- t-shirts, singlets, midriff tops;
- track pants, hiking gear, cargo pants;
- miniskirts or shorts;
- gym gear;
- ripped or dirty clothes;

- visible tattoos and body piercing (with the exception of earrings) unless these are strictly required for religious or cultural reasons; and
- extreme hairstyles or colours.

ii) Procedure

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

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

9 GENERAL TERMS

9.1 CHANGES IN PERSONAL DETAILS

You must notify the Employer of any changes in your personal details including but not limited to your name, address, telephone number, emergency contact so that we can maintain accurate records.

9.2 SECONDARY EMPLOYMENT

You are expected to devote the whole of your time and attention during working hours to our business. If you propose taking up additional employment with an Employer or pursuing separate business interests or any similar venture, you must discuss the proposal with your manager in order to establish the likely impact of these activities on both you and the Employer. You will be asked to give full details of the proposal and consideration will be given to:

- working hours
- competition, reputation and credibility
- conflict of interest and
- health, safety and welfare.

You will be notified in writing of the Employer's decision. The Employer may refuse to consent to your request. If you work without consent this could result in the termination of your employment.

If you already have any other employment or are considering any additional employment, you must notify the Employer so that we can discuss any implications arising from such employment, i.e. working time, health and safety issues or conflicts of interest.

You may not under any circumstances, whether directly or indirectly, undertake any other duties of whatever kind during your hours of work with the Employer or whilst on Employer premises. Unless approved by the Employer, you may not under any circumstances perform services similar to what are performed for the Employer at your residence or at any other site in exchange for compensation.

9.3 BANKING AND EXPENSES

Where expenses are incurred by you in the course of your duties, you are entitled to have these expenses reimbursed in accordance with this policy.

Where you are required to travel as part of your duties, you are also entitled to claim related expenses including travel, accommodation and meals that relate to such travel in accordance with this policy.

i) Your responsibilities

You are required to ensure that any work related expenses incurred are reasonable in the circumstances.

You are required to obtain a tax invoice/receipt for all expenses incurred, with copies provided to management as set out below.

You are responsible for ensuring that all expenses claimed by you are reasonable and legitimate. Any attempt to falsify expenses, or otherwise claim expenses that are not work-related, is viewed as serious misconduct which will result in disciplinary proceedings and may result in the termination of your employment without notice.

ii) Procedure

Work related expenses will only be reimbursed where the procedure set out below is followed.

When seeking reimbursement for work related expenses, you are required to complete an expense form and submit this to management for approval along with a copy of invoices/receipts on the last working day of each month.

Once approved, reimbursement for expenses incurred will be deposited directly into your nominated bank account.

iii) Petty cash

Where you incur expenses that are of a nominal value you may be reimbursed through petty cash.

In order to seek reimbursement via petty cash, you will need to provide a description of the expense and a receipt to management or as otherwise directed.

All other expenses must be claimed in accordance with the below.

iv) Expenses Form

When seeking reimbursement for work related expenses you are required to complete an expense form and submit this to management for approval along with a copy of invoices/receipts.

Once approved, reimbursement for expenses incurred will be deposited directly into your nominated bank account.

v) Credit Cards

You may be issued with an Association credit card which is strictly provided for legitimate business purposes.

You are responsible for ensuring the security of the credit card and any expenses incurred on the credit card which are not work-related may be deducted from your pay.

At the end of each month, you must submit an expense form attaching receipts/invoices for all costs incurred in that month on the Association credit card.

Any unauthorised or illegitimate usage of an Association credit card is viewed as serious misconduct and will result in disciplinary proceedings which may result in the termination of your employment without notice.

vi) Refusal of expense claims

The reimbursement of any expenses incurred may be refused in certain circumstances, including:

- where no invoice/receipt is provided;
- where expenses incurred are considered by the Association to be unreasonable, unnecessary or excessive;
- where expenses are incurred without the prior authorisation of management where specifically required; and
- failure to follow this procedure for claiming expenses.

9.4 EMPLOYEE'S PROPERTY AND LOST PROPERTY

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

10 WHISTLE-BLOWERS

10.1 PREAMBLE

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

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

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

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

10.2 THE POLICY

More specifically, the policy is intended to help employees who have concerns over any wrongdoing within MAA relating to unlawful or unethical conduct, financial malpractice or dangers to the public or the environment. Specific examples could include:

- A criminal offence (e.g. fraud, corruption or theft) has been/is likely to be committed;
- A miscarriage of justice has been/is likely to occur;
- The health or safety of any individual has been/is likely to be endangered;
- The environment has been/is likely to be damaged;
- Public funds are being used in an unauthorised manner;
- The MAA Constitution (including Standing Orders, Financial Regulations etc) are not being observed or are being breached by members and/or staff;
- Sexual, racial or physical abuse or harassment of any member of staff or service recipient is taking place (this policy is not intended to be used by the victim of such action, for whom MAA's bullying and harassment policies will be appropriate);

- Discrimination is occurring to any member of staff or service recipient on grounds of gender, race, faith, age, sexuality or disability;
- Any other form of improper action or conduct is taking place;
- Information relating to any of the above is being deliberately concealed or attempts are being made to conceal the same;

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The above policy enables staff members to raise their concerns about such malpractice(s) at an early stage, and in the right manner. MAA would rather that staff raised the matter when it is just a concern, rather than wait for concrete proof.

10.3 OBJECTIVES

The Policy aims to:

- Encourage employees to feel confident in raising serious concerns and to question and act upon their concerns;
- Provide ways for employees to raise concerns and get feedback on any action taken as a result;
- Ensure that employees get a response to their concerns and that they are aware of how to pursue them if they know what to do if they are not satisfied with any actions;
- Reassure employees that if they raise any concerns in good faith and reasonably believe them to be true, they will be protected from possible reprisals or victimisation. It is not intended to be used where other more appropriate procedures are available, for example:
 - Grievances (see Grievance Procedure);
 - Harassment (see Bullying & Harassment Policy and Procedure).

Although we encourage staff members to report concerns even if they are unsure, it is important to be aware that any report made with malicious intent or for personal gain, may attract action by MAA, against the individual concerned.

MAA will not tolerate the harassment or victimisation of anyone raising a genuine concern. However, MAA recognises that staff may nonetheless want to raise a concern in confidence under this Policy. If staff members ask MAA to protect their identity by keeping their confidence, we will not disclose it without their consent. If the situation arises where we are unable to resolve the concern without revealing a staff member's identity (for instance because their evidence is needed in court), we will discuss with the staff member whether and how we can proceed. Anonymous complaints of harassment or victimisation increase the difficulty for management in establishing the facts of the matter, to protect the complainant's position or to give them feedback.

Accordingly, while management will consider anonymous reports, this policy is not well suited to concerns raised anonymously.

Staff should also be aware that if the report becomes an issue that is reported to the police for criminal prosecution or investigation, we will not be able to guarantee a complainant's anonymity.

10.4 PROCEDURES

As soon as staff become reasonably concerned, they should firstly raise the issue with the Manager (unless s/he is the potential transgressor, in which case they should speak to the CEO). Concerns may be raised verbally or in writing to the MAA Head office.

If the concern is raised verbally, the person receiving the information should put it in writing as soon as practicable to ensure that it properly reflects the concerns that have been raised. The employee must be asked if the concern is to be treated in confidence.

Management must then conduct an initial assessment, to determine what action should be taken. This may involve an internal inquiry or a more formal investigation. Complainants must be informed who will be handling the matter, how you can contact him/her and whether your further assistance may be needed. If the complainant so requests, management will write to them summarising their concern(s) and setting out how management proposes to handle it.

When staff members raise a concern, they may be asked how they think the matter might best be resolved. If staff do have any personal interest in the matter, this must be tabled at the outset. Should the complainant's concern fall within another policy of MAA (for example, the Grievance Policy), management must explain this to the staff member.

Staff should be given as much feedback on the investigation and resolution of their matter of concern as possible. However, management might be unable to disclose the precise action it will take, where this would infringe a duty of confidence owed by it to another person.

Some concerns may be resolved by agreed action without the need for investigation. If urgent action is required, this will be taken before any investigation is conducted. Where appropriate, the matters raised might:

- Be investigated by management, an independent person appointed by the Committee or through the disciplinary process;
- Be referred to the police;
- Be referred to the external auditor and form the subject of an independent inquiry.

Usually, within four weeks of a concern being raised, the person looking into the concern will write to you:

- Acknowledging that the concern has been received;

- Indicating how MAA proposes to deal with the matter;
- Giving an estimate of how long it will take to provide a full response;
- Saying whether any initial enquiries have been made;
- Supplying information on support available to you;
- Saying whether further investigations will take place and if not, why not.

Subject to any legal constraints, staff will normally be informed of the final outcome of any investigation.

MAA will not tolerate any harassment or victimisation (including informal pressures) and will take appropriate action to protect those who raise a concern in good faith. Any investigation into allegations of potential malpractice will not influence or be influenced by any disciplinary or redundancy procedures already taking place concerning the employee.

No action will be taken against anyone who makes an allegation in good faith, reasonably believing it to be true, even if the obligation is not subsequently confirmed by the investigation. Every effort will be made to ensure confidentiality as far as this is reasonably practical.

Help will be provided to staff raising issues of concern, in order to minimise any difficulties that they may experience. This may include advice on giving evidence if needed. Meetings may, if necessary be arranged offsite with staff — who may be represented, if they wish.

11 CAPABILITY

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

11.1 JOB CHANGES/GENERAL CAPABILITY ISSUES

If we have general concerns about your ability to perform your job or if the nature of your job changes, we will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve.

If your standard of performance is still not adequate, you will be warned in writing that a failure to improve and to maintain the performance required could lead to your termination. We will also consider the possibility of a transfer to more suitable work if possible.

If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work, or if your level of performance has a serious or substantial effect on the Employer to its detriment, you will be dismissed with the appropriate notice.

11.2 PERSONAL CIRCUMSTANCES/HEALTH ISSUES

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

Under normal circumstances, this can be most easily obtained by asking your own doctor for a medical report. Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with the Employer in your current role or, where circumstances permit, in a more suitable role.

There may also be personal circumstances which prevent you from attending work, either for a prolonged period or for frequent short absences. Under these circumstances, we will need to know when we can expect your attendance record to reach an acceptable level. This may again mean asking your own doctor for a medical report or by making whatever investigations are appropriate in the circumstances. When we have obtained as much information as possible

regarding your condition, and after consultation with you, a decision will be made about your future employment with the Employer in your current role or, where circumstances permit, in a more suitable role.

12 CODE OF CONDUCT

12.1 INTRODUCTION

This policy outlines the general standards of conduct and behaviour expected of all employees by the Association.

More specific standards of conduct are contained within individual policies throughout this handbook.

Failure to fully comply with all standards as outlined is viewed as serious misconduct which will result in disciplinary proceedings and may result in the termination of your employment without notice.

12.2 YOUR RESPONSIBILITIES

You are expected to properly perform your duties and treat all colleagues and clients with honesty, respect and courtesy.

More specifically, the Association has the following specific requirements:

i) Attendance

You must arrive at work on time and be ready to start work at your nominated start time and work up until your nominated finished time. In the event that you require time off work, or are unable to attend work on a particular occasion, you are expected to fully comply with the Leave and Absence Policy.

ii) Professional Conduct

You must exercise all proper skill and care in the performance of your duties together with maintaining adequate levels of professional standards in the quality of your work.

iii) Flexibility

You are expected to be flexible to a reasonable extent in relation to your hours of work, and the nature of your duties performed, in order to meet the needs of the Association.

iv) Confidentiality

You are expected to keep confidential, both during your employment and after its termination, any and all information whatsoever relating to the Association, any related entity, and any of its customers and clients other than that which is already in the public domain.

v) Conflict of Interest

You may not be involved, employed or engaged in any activity which may or is likely to create a conflict of interest. In addition to this general obligation, you are expected to seek the

Association's express permission, which shall not be unreasonably refused, before undertaking any additional employment.

vi) Health and Safety

You are expected to fully comply with any health and safety laws applicable to the type and location of your work. You should familiarise yourself with the specific health and safety rules and requirements of the workplace, or that of a client or customer from whose premises you may be working. In complying with all health and safety responsibilities you are required to wear any PPE equipment as required or directed.

vii) Personal and Property Searches

The **Association** may from time to time in response to a legitimate concern or allegation received, request to search your person, belongings, baggage, locker or vehicle in the presence of a witness. Failure to consent to this request will be viewed as misconduct in and of itself and may result in the **Association** contacting the relevant authorities to conduct the search on its behalf.

viii) Association Property

Association property shall not be used for personal use without the express prior permission of management. You are expected to use appropriate levels of skill and care when using Association property and equipment. Any damage to, or loss of Association property which is caused by your carelessness or negligence is viewed as serious misconduct and will result in disciplinary proceedings and may result in the termination of your employment without notice.

13 DISCIPLINARY

13.1 INTRODUCTION

This policy sets standards of performance and behaviour expected by the Employer, together with the procedure to be followed in the event of disciplinary issues. The policy aims to help promote fairness and order in the treatment of individuals. It is the Employer's aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals where they are failing to meet the required standards, and not be seen merely as a means of punishment. We reserve the right to amend these rules and procedures where appropriate.

Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case.

The following rules and procedures should ensure that:

- the correct procedure is used when requiring you to attend a disciplinary hearing
- you are fully aware of the standards of performance, action and behaviour required of you
- disciplinary action, where necessary, is taken speedily and in a fair, uniform and consistent manner
- you will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case
- at all disciplinary hearings, rather than investigatory meetings, you have the right to be accompanied by a support person at all stages of the formal disciplinary process
- you will not normally be dismissed for a first breach of discipline, except in the case of serious misconduct and
- if you are disciplined, you will receive an explanation of the penalty imposed.

On some occasions temporary suspension on contractual pay may be necessary in order that an uninterrupted investigation can take place. This should not be regarded as disciplinary action or a penalty of any kind.

13.2 DISCIPLINARY RULES

It is not practicable to specify all disciplinary rules or offences that may result in disciplinary action, as they may vary depending on the nature of the work. In addition to the specific examples of unsatisfactory conduct, misconduct and serious misconduct shown in this policy, a breach of other specific conditions, procedures and practices set out elsewhere in this Employee Handbook or that have otherwise been made known to you, will also result in this procedure being used to deal with such matters.

13.3 RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT

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

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

This list is not exhaustive.

13.4 SERIOUS MISCONDUCT

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

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

13.5 DISCIPLINARY PROCEDURE

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

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

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

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

There may be occasions where the performance or conduct of an employee is serious enough to by-pass one of the above steps and move immediately to a first and final written warning but not a summary termination. This option might be used in circumstances where the Employer's policy is breached but it is not so serious as to warrant instant termination.

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

13.6 GENERAL NOTES

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

Serious misconduct offences will result in termination without notice.

14 GRIEVANCE

The aim of this policy is to provide you with a procedure in which to raise grievances, including those about harassment or discrimination, with a view to resolving those issues.

A grievance is a serious concern or dispute in relation to work, or matters arising within the workplace which cannot be simply resolved by management and will be dealt with in accordance with this policy.

You may, however, have less serious complaints which should be referred to management at first instance.

The Association expressly reserves the right to deal with any complaints as it sees fit on a case by case basis. The Association may also, at its sole discretion, decide that a matter raised by an employee is more properly categorised as a complaint and deal with it as such.

This policy explains what to do if you have a grievance. Any grievance raised will be treated in confidence, and can be made without fear of reprisal.

14.1 YOUR ENTITLEMENTS

Where you have a grievance, you are entitled to have this matter addressed in accordance with the procedure set out below.

There are two ways in which you may try to resolve your grievance:

- through an informal resolution procedure, aimed at trying to resolve the grievance rather than proving whether or not the conduct complained of occurred; or
- through a formal resolution procedure, aimed at determining whether the matter complained of did in fact occur and taking appropriate action.

Although the Association encourages you to attempt to resolve any grievances informally at first instance, it is recognised that this may not always be possible or appropriate in the circumstances. You may elect at any time to commence the formal resolution process outlined below.

14.2 YOUR RESPONSIBILITIES

Where you have a grievance that you would like to raise, you are required to do so promptly and in accordance with procedure outlined below.

You are required to maintain confidentiality, disclosing details of the grievance only to those directly involved in the complaint or grievance and its resolution.

Further, you are required to cooperate with any management investigation into your grievance and attend meetings as directed by the Association.

14.3 PROCEDURE

The specific procedures for raising and addressing grievances include:

i) Informal Resolution Procedure

If you can, and you feel comfortable doing so, try to resolve your grievance yourself with the person or people involved by approaching them directly.

You are encouraged to talk with management if at any time you are not sure how to handle the problem yourself or you just want to talk confidentially for further information and guidance.

You can also ask your manager to informally approach the person complained of. This will involve a supervisor or manager confidentially discussing the matter, reminding the particular employee about our workplace policies and instructing them not to repeat the behaviour again.

Please note that this will not involve any investigation into the complaint as such action is aimed at resolving the grievance quickly and efficiently. If you would like an investigation conducted you will need to proceed to the formal resolution procedure.

ii) Formal Resolution Procedure

If you would like to lodge a formal grievance that will be investigated, you will need to submit to management the details of your grievance in writing, along with any evidence you may have in respect of your grievance.

If your grievance is against your manager, or you are uncomfortable lodging this with your manager, you should submit this to another more senior manager.

Management will then convene a meeting with you to obtain further details relating to your grievance, including the nature and full particulars of the grievance.

After this meeting, the Association will investigate your grievance as appropriate. All the facts available will be considered prior to making a decision upon your grievance. The Association will make all reasonable efforts to deal with formal grievances in a fair and consistent manner.

You will be advised in writing once a decision has been made upon your grievance. All decisions will be final.

Any grievances which are considered as vexatious are viewed by the Association as serious misconduct in and of itself and will result in disciplinary proceedings and may result in the termination of your employment without notice, Leave and Absence Policy

15 PRIVACY

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

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

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

15.1 COLLECTION OF PERSONAL INFORMATION

Personal information may be collected during the recruiting process and throughout your employment with the Employer. This personal information may be disclosed to other areas within the business for administrative purposes and for the progression of your application. All confidential information will be used for legitimate purposes in accordance with relevant legislation.

Personal information includes information relating to:

- the engagement, training, disciplining or resignation of the employee
- termination of the employment of the employee
- terms and conditions of employment of the employee
- employee's personal and emergency contact details
- employee's performance or conduct
- employee's hours of employment
- employee's salary or wages
- employee's membership of a professional or trade association
- employee's trade union membership
- employee's recreation, long service, sick, personal, maternity, paternity or other leave and
- employee's taxation, banking or superannuation affairs.

All reasonable attempts will be made to keep this information relevant, complete and current. You must ensure that any personal information provided is accurate and current.

15.2 YOUR RESPONSIBILITIES

In light of the above objective, every employee is responsible for the appropriate handling of such information and to prevent unlawful disclosure.

If you have access to this information or any such personal information belonging to another employee or a client of the Employer, you must ensure that you maintain the confidence of any

confidential information that you have access to, or become aware of, during the course of your employment and will prevent its unauthorised disclosure or use by any other person.

You will not use the confidential information for any purpose other than for the relevant and related Employer processes during or after your employment. Any action in breach of this policy may result in disciplinary action being taken.

16 EQUAL OPPORTUNITIES AND ANTI-DISCRIMINATION

16.1 STATEMENT OF POLICY

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

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

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

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

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

16.2 RECRUITMENT AND SELECTION

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

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

We will adopt a consistent, non-discriminatory approach to the advertising of vacancies. We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group. All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.

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

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

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

Selection decisions will not be influenced by any perceived prejudices of other staff. All promotions will be in line with this policy.

16.3 DURING EMPLOYMENT

You are entitled to a workplace that is safe and free from discrimination of any kind.

You are entitled to have all aspects of your work assessed based on merit and have access to workplace opportunities or benefits in accordance with your performance.

Where you believe you have been discriminated against, we urge you to raise this informally at first instance with management who will pursue this matter further.

However, if you feel unable, or believe that it is inappropriate to raise the matter informally with management, you can address the matter formally in accordance with the Grievance Policy as contained in this handbook.

The Association will take all reasonable steps to ensure that fair, non-discriminatory decisions are made in respect to workplace opportunities and benefits, including:

- training and development opportunities;
- promotional opportunities;
- work allocation, shifts, rosters, hours of work and overtime;
- salary levels and packages;
- leave arrangements (of all types);
- pregnancy arrangements and maternity and parental leave; and
- performance assessment.

To ensure this occurs at all levels, management are responsible for ensuring that:

- all employees and participants in the workplace understand this policy, and act in a manner which is consistent with this policy and the Code of Conduct; and
- fair and non-discriminatory decisions are made at all times, including when recruiting or promoting employees.

Where the conduct of an employee or participant in the workplace is inconsistent with this policy, appropriate action will be taken by the Association.

i) Your responsibilities

Direct discrimination occurs where one person is treated less favourably than another because of a discriminatory characteristic.

Indirect discrimination occurs where an unreasonable requirement, rule or policy unfairly disadvantages a person or group with a discriminatory characteristic.

The Association does not tolerate discrimination in the workplace and will take all reasonable steps to ensure that employees, contractors, clients, customers and others in the workplace are treated fairly and without regard to discriminatory characteristics.

The Association is likewise committed to ensuring that all employees and prospective employees have equal employment opportunities and are encouraged to make full use of their particular skills and abilities.

You are responsible for ensuring your own behaviour does not discriminate against others, either directly or indirectly.

It is your responsibility to respect the rights of others and never get involved in or encourage discrimination of any kind.

ii) Procedure

Where you witness behaviour that you believe amounts to discrimination, or otherwise believe on reasonable grounds that discrimination is occurring in the workplace, you are required to report this directly to management as soon as possible.

Any such report which will be treated in the strictest of confidence. However, any report which is misleading or vexatious will be viewed as serious misconduct in and of itself which will result in disciplinary proceedings and may result in the termination of your employment without notice.

17 MOTOR VEHICLES

17.1 GENERAL REQUIREMENTS

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

Where travelling in the course of duties, the motor vehicle is considered to be a workplace and the Employer recognises it has health and safety obligations in respect of this.

You must at all times comply with the Motor Vehicles policy in this Handbook.

17.2 USING A PRIVATE VEHICLE FOR EMPLOYER PURPOSES

When using your own vehicle in the performance of your duties, you are responsible for ensuring the vehicle is roadworthy and in a presentable condition. You will be responsible to register, insure and service any private motor vehicles used in the performance of your duties.

You must ensure that whilst driving your motor vehicle to perform your duties, it is clean, free of rubbish and personal items at all times, and in a safe and good working order.

You are responsible for washing the motor vehicle, and for ensuring that appropriate levels of oil, water and tyre pressure are maintained.

17.3 CLEANING AND MAINTENANCE

It is your responsibility to ensure that the vehicle used for work purposes is kept clean and tidy and free from rubbish and personal items at all times.

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

17.4 FINES

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

17.5 ACCIDENT PROCEDURE

If you are involved in an accident you must follow the Emergency Procedures policy and notify management as soon as possible in accordance with the Reporting Injury or Incidents Policy contained within this Handbook.

18 WORKPLACE IN GENERAL

18.1 INTRODUCTION

Along with the specific guidelines and procedures outlined throughout this Handbook, there are some simple day to day measures that can be adopted by management and employees alike to reduce the risks to health and safety in the workplace.

18.2 GENERAL

Management and employees alike must ensure:

- no plant, equipment or safety device (including PPE) is altered or removed from the workplace without express management authority
- all safety signs, policies and procedures are complied with in full
- illegal drugs are not brought into, or used, in the workplace and
- persons affected by alcohol or drugs are not permitted to access, or remain at, the workplace.

You must ensure that you wear and use any personal protective equipment and clothing issued for your protection at all appropriate times.

18.3 HOUSEKEEPING

Failure to ensure that the workplace is kept neat and tidy may create unnecessary hazards.

Management and employees alike are responsible for maintaining a neat and tidy workplace. This involves:

- ensuring emergency exits, thoroughfares and pedestrian access points are not obstructed
- ensuring aisles and work areas are clear and free from obstruction at all times so as not to cause additional hazards including slip, trip, or fall hazards
- placing rubbish in the bins provided and
- ensuring all work, communal areas and facilities are kept clean and tidy at all times.

18.4 HYGIENE

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

If you are suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not enter the workplace without clearance from your own doctor.

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

18.5 FITNESS FOR WORK

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

You may be required to provide a certificate from your treating doctor stating your fitness for duties before being permitted to return to work.

19 WORK HEALTH AND SAFETY

The health and safety of all employees, contractors and visitors are the highest priority and cannot be compromised.

To deliver on our commitment we will endeavour to:

- communicate our work health and safety policies and procedures to all employees and all others where appropriate to ensure they are aware of their obligations;
- comply with all applicable work health and safety laws, regulations and statutory obligations;
- seek to achieve the personal commitment of all employees, subcontractors, suppliers and consultants to healthy and safe work practices;
- provide health and safety risk management systems and procedures that are relevant to the nature and scale of work undertaken;
- set measurable targets and seek to continually improve our health and safety performance; and
- periodically review our health and safety policies and procedures to maintain their relevance.

19.1 YOUR ENTITLEMENTS

You are entitled to a safe workplace.

You will not be victimised or otherwise disadvantaged for raising genuine work health and safety issues.

19.2 YOUR RESPONSIBILITIES

All employees must:

- comply with any and all state and federal work health and safety laws;
- not engage in behaviour that places other employees or customers at risk or places the Association at risk of breaching its work health and safety duties; and
- report any unsafe behaviour immediately to management.

19.3 PROCEDURE

If you have any concerns about safety in the workplace you should raise them directly with management without delay.

If you are injured in the course of your work you must, as soon as reasonably practicable, report the incident directly to management. Any resulting worker's compensation claim must be made as soon as you become aware of the injury.

20 BULLYING AND HARASSMENT

20.1 INTRODUCTION

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

Bullying or harassment in any form is unacceptable behaviour and will not be permitted or condoned.

We recognise that bullying and harassment can exist in the workplace, as well as outside, and that this can seriously affect workers' working lives by detracting from a productive working environment and can impact on the health, confidence, morale and performance of those affected by it, including anyone who witnesses or has knowledge of the unwanted or unacceptable behaviour.

20.2 HARASSMENT

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

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

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

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

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

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

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

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

20.3 BULLYING

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

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

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

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

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

These examples are not exhaustive and disciplinary action at the appropriate level will be taken against employees committing any form of bullying. Appropriate action in relation to an employee will include disciplinary action in accordance with the Employer's disciplinary

and disciplinary termination procedure. For other workers, appropriate action may include termination of their engagement with the Employer.

20.4 REASONABLE MANAGEMENT ACTION TAKEN IN A REASONABLE WAY

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

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

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

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

20.5 BULLYING AND HARASSMENT COMPLAINT PROCEDURES

i) Informal complaint

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

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

ii) Formal complaint

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

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

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

The person dealing with the complaint will invite you to attend a meeting, at a reasonable time and location, to discuss the matter and carry out a thorough investigation. You have the right to be accompanied at such a meeting by your confidential helper or another work colleague of your

choice and you must take all reasonable steps to attend. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter.

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

20.6 GENERAL NOTES

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

If you bring a complaint of bullying or harassment you will not be victimised for having brought the complaint. However, if the report concludes that the complaint is both untrue and has been brought with malicious intent, appropriate action will be taken against you. Appropriate action in relation to an employee will include disciplinary action in accordance with the Employer's disciplinary and disciplinary termination procedure. For other workers, appropriate action may include termination of their engagement with the Employer.

21 DRUGS AND ALCOHOL

21.1 ILLICIT DRUGS AND ALCOHOL

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

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

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

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

21.2 PRESCRIBED/OVER- THE COUNTER- MEDICATION

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

21.3 SCREENING

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

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

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

- are in possession of illegal drugs for supply or consumption in the workplace or the Employer's vehicles.

This list is not exhaustive.

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

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

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

21.4 NO SMOKING POLICY

Smoking on the premises is not permitted.

22 TERMINATION OF EMPLOYMENT

22.1 RESIGNATIONS

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

22.2 TERMINATING YOUR EMPLOYMENT WITHOUT NOTICE

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

22.3 RETURN OF EMPLOYEE PROPERTY

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

All Employer property should be returned to management.

23 ACKNOWLEDGEMENT FORM

I _____ (please print name) acknowledge that I received a copy of this MAA International Ltd Employee Handbook and that I have read and understood it.

Signed:

Dated: