



learningblocks
Child Care Centre

Learning Blocks Child Care Centre Employee Handbook

CONTENTS

1 Introduction	1
2 Joining the organisation	2
3 Remuneration and hours	5
4 Annual leave	7
5 Personal leave	8
6 Other leave	11
7 Time off in lieu	13
8 Safeguards.....	15
9 Standards.....	21
10 General terms	24
11 Whistle-blowers	26
12 Capability	27
13 Disciplinary	28
14 Grievance.....	31
15 Privacy	32
16 Equal opportunities and anti-discrimination.....	34
17 Workplace in general	35
18 Bullying and harassment	37
19 Drugs and alcohol	41
20 Termination of employment.....	43
21 Acknowledgement Form	45

1 INTRODUCTION

1.1 WELCOME

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

1.2 PURPOSE OF THE EMPLOYEE HANDBOOK

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.

3

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.

2.2 PROBATIONARY PERIOD

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

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

2.3 EMPLOYEE TRAINING

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

2.4 TRAINING AGREEMENT

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

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

2.5 EDUCATOR MEETINGS / PROFESSIONAL DEVELOPMENT / INSERVICES

Educators are expected to attend regular educators' meetings / professional development and in-services after hours. It is compulsory for all educators to attend the meetings. Educators will be given notice prior to the meeting.

4

2.6 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.

2.7 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.

2.8 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.

2.9 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.

2.10 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.

2.11 CONVICTIONS AND OFFENCES

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

2.12 CHILD PROTECTION

The Employer takes very seriously its responsibility towards providing a safe and caring environment for all children and believes that the safety of all children is paramount at all times.

It is imperative that we strive to always protect a child's right to be safe from abuse of any kind, and to take all necessary steps to achieve this fundamental objective.

5

2.13 IMMUNISATION

It is recommended that employees should check their immunisation status before commencement of employment. The Employer recommends that all staff / educators are fully immunised against all vaccine preventable diseases as well as hepatitis. Please forward a copy of immunisation records to the director who will photocopy these and place with individual educator records.

3 REMUNERATION AND HOURS

3.1 ADMINISTRATION

i) Payment

Wages are processed weekly and will normally arrive in your bank account by Friday, depending on your bank. Wages will be paid in arrears.

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

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

ii) Overpayments

If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from

your next payment. If this would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period.

iii) 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.

3.2 SUPERANNUATION

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

3.3 TIME RECORDING

You are required to comply strictly with any time recording procedures relating to your work.

6

3.4 HOURS OF WORK

You may be rostered to work Monday to Friday. Currently, the usual business hours are 6.45am - 6.00pm, but these hours may change from time to time.

3.5 LATENESS/ABSENTEEISM

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

In the event you are going to be late to work, or following an authorised break, you are required to notify the centre 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.

3.6 BREAKS

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

3.7 SHORTAGE OF WORK

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

3.8 STAND DOWN

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

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

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

4 ANNUAL LEAVE

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** via the **Deputy Application** and have it approved by management before you make any firm holiday arrangements.

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

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

The Employer may experience busy periods during the year or events such as the end of year concert and therefore may not be able to accommodate any requests for annual leave during these periods. In particular leave request made up to 2 weeks before the end of year concert will not be approved.

Employees are encouraged to utilise their leave in December due to business operations.

Due to the nature of the business, the Employer can only accommodate a limited number of employees taking

annual leave at the same time.

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

4.2 PUBLIC HOLIDAYS

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

5 PERSONAL LEAVE

5.1 ENTITLEMENTS

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

8

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.

9

5.2 NOTIFICATION OF PERSONAL LEAVE

You must notify the Employer **by telephone only on the first day** of incapacity, or one day prior to your starting shift, unless cases of emergency. Notification by telephone should be made within the business hours 7am-6pm. This is to ensure business operations run smoothly, in particular if you are on the earlier shifts.

Text messages, voicemails, and any form of social media messaging are not an acceptable method of notification. Other than in exceptional circumstances notification should be made personally to your manager both via phone call and in email stating your reason. The email should also include the Approved Provider. If you are unable to reach your manager by phone call, your next point of contact is to call your centre 2IC.

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

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

5.3 EVIDENCE

A medical certificate from a registered health practitioner or if not reasonably practical, a statutory declaration is **required for all personal leave**, unless otherwise agreed by the Employer in specific circumstances.

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

10

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

11

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 TIME OFF IN LIEU

7.1 INTRODUCTION

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

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

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

7.2 ELIGIBILITY

All employees are eligible for TOIL, except casual employees.

7.3 YOUR ENTITLEMENTS

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

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

TOIL accrues at the following rate:

- one hour worked equals one hour of TOIL.

7.4 YOUR RESPONSIBILITIES

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

7.5 PROCEDURE

You will only be entitled to TOIL if this has been approved in advance by management.

You must keep a record of any additional hours worked and, if necessary, a written

13

agreement in the form required by the Employer. You must provide this to management by the end of the same pay period. This record must include the date and time on which the additional hours were completed, the nature of the tasks being performed during these hours, and the manager who approved these hours to accrue as TOIL.

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

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

8 SAFEGUARDS

8.1 RIGHTS OF SEARCH

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

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

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

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

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

8.2 IT AND COMPUTER POLICY

i) Virus protection

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

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

ii) Use of computer equipment

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

- the introduction of new software and applications must first of all be checked and authorised by

14

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.

16

v) Monitoring

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

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

- monitoring sites users visit on the internet

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

Information reports will be available to the Employer which can subsequently be used for matters such as system performance and availability, capacity planning, cost re-distribution and the identification of areas for personal development. For the avoidance of doubt, the Employer reserve the right to monitor all internet and email activity by you for the purposes of ensuring compliance with the Employer's policies and procedures and for ensuring compliance with the relevant regulatory requirements and you hereby consent to such monitoring. Information acquired through such monitoring may be used as evidence in disciplinary proceedings.

8.3 SOCIAL MEDIA

Whilst social media can be used to strengthen the Employer's brand and overall image of the business, work related issues or materials being placed on social media can adversely affect the Employer, a customer/client, colleague or others. Social media is a mechanism for communication and sharing, rather than one specific program, activity or object. It is often a website or other electronic application that enable users to create and share content or to participate in social networking.

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

LBCCC 18

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.

17

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

8.4 PHONES AND OTHER DEVICES

The Employer's phones, computers, laptops and other devices are to be used for business purposes 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.

Personal mobile phones and other personal devices should not be used during work time, other than in emergencies and should be stored away or not brought into the workplace. Should you need to be contacted during work time, attempts should be made through the business phone.

8.5 SURVEILLANCE

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

Surveillance may be conducted using:

- internet usage recording devices, such as data capture, web browsing and email history captured on servers, and keystroke recognition
- any form of visual recording devices including all types of camera, such as CCTV cameras
- any form of audio recording devices and
- electronic recording devices in any part of the workplace.

The surveillance may be conducted at any time and any employee may be subject to surveillance. The surveillance may be continuous or intermittent at the Employer's discretion. The Employer may, at their discretion, disclose the surveillance records for any reason that is not barred by privacy legislation.

You may consult with the Employer regarding any concerns about the surveillance. All cameras are visible and recording devices (including cameras) will not be placed in bathrooms or change rooms.

The purpose of the surveillance is to ensure the safety and security of employees, visitors and property. The Employer reserves the right to review and use the CCTV in disciplinary proceedings.

8.6 CASH HANDLING/TILL PROCEDURES

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

Under no circumstances should any cash be removed from the till other than as change for purchases or to

transfer cash from the till as instructed by your manager.

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

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

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

8.7 PRIVATE BABYSITTING

The Employer is aware that at times a child's parent may (due to the existing relationship between the employee and that parent's child) approach that employee to provide a baby-sitting service. We are also aware that some employees may consider this to be a desirable arrangement under which they can earn a source of income in addition to their regular employment.

Although it may seem 'harmless', there are some potentially significant risks to the employee in agreeing to baby sit for a family of the centre, and accordingly the **Employer strongly discourages babysitting for parents at the centre.**

However, if an employee is approached AND if they agree to babysit for that family, they may do so provided all of the following requirements are met:

- Baby-sitting is only permitted outside of the centre's operating hours and provided it does not conflict with staff meetings or compulsory training courses.
- It is only permitted on the basis that it does not have a detrimental effect on the employee's work performance (for example, very late baby-sitting the night before a rostered shift would be strongly discouraged).
- Prior permission must be obtained from your Nominated Supervisor, and if permission is given, both the employee and the family involved must sign the disclaimer statement (available on request) before the baby-sitting arrangement takes place.
- Permission may be revoked at any time if the arrangement negatively impacts on the employee's work performance, the centre's operations, or the relationship with any family at the centre.

Some of the inherent risks involved (and therefore reasons why this is discouraged) include:

Employee safety: The Employer can provide no guarantee or undertaking to the employee as to their safety or well-being while baby-sitting within or travelling to or from a family's home.

Insurance: An employee who is asked to "collect" the child from the centre must be aware that they are not covered under the centre's workers compensation policy for their journey from the centre (as they are deemed to become an 'employee' of the parent at the time they sign the child out of the centre), nor is the child insured under the centre's public liability insurance policy.

Child safety: As noted above, unless the employee has the appropriate child-restraint in their car they may be contravening the laws that relate to child-restraints, and they should seriously consider whether the safety of the child will be jeopardised as a result.

Confidentiality: Any employee must be aware that all confidentiality obligations must be maintained at all times. Any breach of confidentiality that occurs while baby-sitting will be met with full disciplinary procedures, which may include termination of employment.

9 STANDARDS

9.1 BEHAVIOUR AT WORK

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

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

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

9.2 FRIENDS AND FAMILY IN THE WORKPLACE

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

9.3 CONFLICT OF INTEREST

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

9.4 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.

9.5 DRESS AND APPEARANCE

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

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

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

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

- Enclosed shoes
- Black pants or mid-thigh shorts

- Clothing that is transparent or clothing that exposes undergarments must **not** be worn
- Keep fingernails short, rounded and clean.
- Tattoos should be covered wherever possible. (extreme or offensive tattoos)
- Do not wear dangling jewellery (except a plain wedding band) or watches when handling food.
- Piercings should be kept to a minimum and earrings are worn at an employee's discretion, however long or dangly earrings are not permitted as they may cause safety issues for both the wearer and the children.

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

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

9.6 SHOES

Enclosed shoes are to be worn at all times, in accordance with our Health and Safety requirements. Shoes must have a good grip on the soles with heels no higher than two centimetres.

Stilettoes, thongs/flip-flops, ugg boots or crocs are not permitted.

9.7 'SUN SMART' AND HATS

Employees are to be 'Sun Smart' including the application of sunscreen.

Hats must be wide brimmed and be worn at all times whilst outdoors, to ensure that the appropriate example is set for the children in our care.

9.8 HAIR

Unusual hair styles and/or hair colour, which may attract undue attention, are not permitted. Where you are handling food, you must have your hair tied back at all times.

9.9 SUNGLASSES

Sunglasses may be worn by an employee while they are working outside, however they are not to be the mirrored style. Sunglasses must be removed when speaking to a child, a parent or another employee, so that appropriate eye contact can be maintained.

9.10 PERSONAL HYGIENE AND GROOMING

Before starting work it is essential that each of the following guidelines is adhered to:

- Hair should be clean, and where it can be tied back should be tied back (particularly if you are dealing with food at any time).
- Kitchen employees should wear a head covering which keeps their hair contained.
- Wear a clean shirt every day.
- For male employees, keep your beard, short and clean.
- Bathe or shower daily, and appropriate underarm deodorants must be worn.

10 GENERAL TERMS

10.1 CHANGES IN PERSONAL DETAILS

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

10.2 SECONDARY EMPLOYMENT

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

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

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

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

safety issues or conflicts of interest.

23

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

10.3 BANKING AND EXPENSES

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

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

10.4 EMPLOYEE'S PROPERTY 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.

11 WHISTLE-BLOWERS

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

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

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

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

12 CAPABILITY

24

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

12.1 JOB CHANGES/GENERAL CAPABILITY ISSUES

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

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

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

12.2 PERSONAL CIRCUMSTANCE/HEALTH ISSUES

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

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

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

13 DISCIPLINARY

13.1 INTRODUCTION

25

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

26

- 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
- Child Abuse - including but not limited to Physical, Verbal or Emotional abuse or bullying
- 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
Unsatisfactor conduct	Formal vernal 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

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

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

If you feel aggrieved at any matter relating to your work (except harassment, for which there is a separate procedure), you should first raise the matter with your manager, explaining fully the nature and extent of your grievance. You will then be invited to a meeting at a reasonable time and location at which your grievance will be investigated fully. You must take all reasonable steps to attend this meeting. You will be notified of the decision, in writing, normally within ten working days of the meeting.

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

29

- 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,

30

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.

17 WORKPLACE IN GENERAL

17.1 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.

31

17.2 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.

17.3 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.

17.4 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.

17.5 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.

18 BULLYING AND HARASSMENT

18.1 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.

18.2 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.

18.3 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.

34

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.

18.4 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
- 35
- taking disciplinary action including suspension or termination of employment.

18.5 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.

18.6 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.

19 DRUGS AND ALCOHOL

19.1 ILLICIT DRUGS AND ALCOHOL

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

The Employer has a zero tolerance approach towards the presence of illicit drugs within the workplace. This

includes the discovery of an employee with possession of an illicit substance, and any testing which results in a non-negative reading of a substance within an employee's system above the detectable limit while at work.

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

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

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

19.2 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.

19.3 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.

19.4 NO SMOKING POLICY

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

Due to the nature of the business and child protection, you must change your t-shirt and wash residue of smoke before returning to work.

20 TERMINATION OF EMPLOYMENT

20.1 RESIGNATIONS

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

20.2 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.

20.3 RETURN OF EMPLOYER PROPERTY

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

All Employer property should be returned to management.

20.4 GARDEN LEAVE

If either you or the Employer serves notice on the other to terminate your employment, the Employer may require you to take “garden leave” for all or part of the remaining period of your employment.

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

21 ACKNOWLEDGEMENT FORM

I _____ (please print name) acknowledge that I received a copy of this Learning Blocks Child Care Centre Employee Handbook and that I have read and understood it.

Signed:

Dated:

