

YOUR LOGO
HERE

EMPLOYEE HANDBOOK

Company Pty Ltd

ACN 111 222 333

Issue Date: _____

Address: 1 Smith Street SYDNEY NSW 2000

Phone: 029999999

EMPLOYEE HANDBOOK

PART I – PRELIMINARY INDUCTION PROCEDURE FOR NEW STAFF MEMBERS

Company Pty Ltd (“the Company”) reserves the right to change, add to or modify any of the provisions of this Handbook.

Introduction

On behalf of the Company and your colleagues, we welcome you and wish you every success during your employment with us. We believe that each and every employee contributes directly to our growth and success. We hope that you will take pride in being a member of our team.

This Employee Handbook is not a Workplace Agreement. It describes some of our expectations of our employees and outlines our policies and procedures. We ask all employees to carefully review and familiarise themselves with this Employee Handbook. It will answer many of your questions concerning your employment with us.

If you have any questions about anything in this Employees Handbook, please speak with our HR Manager.

We hope that your experience here will be challenging, enjoyable and rewarding.

Yours faithfully,

_____ [sign]

HR Manager.

Company Pty Ltd

EMPLOYEE COMMITMENT FORM

I understand that this Employee Handbook describes important information about the policies and procedures of the Company. I will read it carefully and refer to it during the course of my employment.

I acknowledge that I should consult with the HR Manager regarding any questions I may have regarding this Employee Handbook.

I appreciate that the information described in this Employee Handbook is subject to change from time to time and that those changes will be communicated to employees by inter office memos.

I have received this Employee Handbook and I understand that it is my responsibility to read and comply with the policies and procedures contained in it and with all revisions that may be made to it. I understand that my compliance with the policies and procedures in this Employee Handbook is an essential term of my employment.

[Sign here]

[Employee print name]

Date:

SAMPLE ONLY
YOUR DOCUMENT WILL VARY DEPENDING ON THE ANSWERS YOU PROVIDE THROUGH THE BUILDING PROCESS

PART II – GENERAL INFORMATION

1. OUR COMPANY AND ITS BUSINESS

- 1.1. Our Company Installation of air-conditioning unites.
- 1.2. We believe our experience in the industry enables us to offer a high standard of customer service to our guests.
- 1.3. As in any organisation, the people who work together make a company what it is. We pride ourselves in selecting people with a unique blend of skills. Our staff possess backgrounds in education and customer service.
- 1.4. Our Company is dedicated to providing the highest possible customer service and training to all our clients

2. MISSION STATEMENT

We strive to improve the life style of ever customer we install our air-conditioning systems with

3. YOUR EMPLOYMENT AND THIS HANDBOOK

- 3.1. The terms and conditions of your employment with the Company are set out in your contract of employment/ Collective Agreement/Award.
- 3.2. This Employee Handbook provides employees with a general understanding of our Company's policies and procedures. This Handbook contains information that you may need to assist you in your work and the standards, policies and procedures that apply in the day to day conduct of our business. However the Employee Handbook cannot anticipate every situation or answer every question regarding your employment.

4. INDUSTRIAL AWARDS /COLLECTIVE AGREEMENTS

- 4.1. You may be employed by the Company under a written common law employment agreement, Award or Collective Agreement. Where you have been employed under any of these arrangements then you will have been provided with a copy of your employment agreement or Collective Agreement.
- 4.2. If you are employed under an Award then the Company will provide you with a copy of the Award on request.

4.3. To the extent that there is any inconsistency between any applicable Award or Collective Agreement and this Employee Handbook, the Award or Collective Agreement will apply. The Australian Fair Pay and Conditions Standard (“the APCS”) as defined in the *Fair Work Act 2009* (Cth) apply to your employment. To the extent that there is any inconsistency between the APCS and this Employee Handbook or any applicable Award or Collective Agreement, the APCS apply to the extent that it is “more favourable” (as defined by the Act and/or the Workplace Relations *Regulations*) to the Employee.

4.4. Our Company sees its employees as key contributors in every aspect of its business. It is through your commitment to excellence, your positive attitude to your tasks and your willingness to work as a team that we will achieve our Mission Statement.

5. EXPERIENCE AND TRAINING

5.1. In your Application for Employment you provided us with details of your experience and training. We have relied on the complete truth of what you have told us in assessing your suitability for the position with our Company and in deciding to employ you in that position. Employees must promptly provide the Company with any information that concerns the Employee being unable to perform the Employee’s full range of duties.

5.2. If you believe there is a course or training program that will enhance your ability to perform your work, then we invite you to discuss this with your supervisor. We are committed to ensuring that all our employees are well trained to perform their work. If we can assist you with any further training, please speak with us.

5.3. Our Company does not undertake to pay your fees with respect to a training course or program that you undertake whilst employed with the Company. However, the Company may in some circumstances agree to pay or contribute towards such fees. Accordingly, you should discuss with us any courses you are planning to do.

5.4. From time to time you may be expected to undertake training at the request of the Company to develop your skills and expertise in your position with our Company.

6. EMPLOYEE RELATIONS

6.1. If you have concerns about the workplace, we encourage you to voice these concerns openly and directly with management. This facilitates clear communication and

avoids many unnecessary problems. Our workplace policy is that if you as a valued employee have a concern about any matter, then management shares your concern. We may not always agree with the point that you have raised but we do want to hear what you have to say and will carefully consider it in a positive way. Any workplace disputes must be resolved in accordance with our Dispute Settlement Procedure set out in this Handbook.

7. EMPLOYEE'S DUTIES AND RESPONSIBILITIES

- 7.1. If you have entered into a written employment agreement then your duties and responsibilities are referred to therein. Each Employee's employment will commence the date the Employee accepts the Company's Offer of Employment or such other date as the Employee and the Company expressly agree in writing as the commencement date.
- 7.2. In accepting the Company's Offer of Employment, the Employee is representing to the Company that the Employee can efficiently, competently and properly carry out those duties and that the Employee has all the skills and experience to do so.
- 7.3. The Employee must carry out all reasonable lawful instructions given to the Employee to the highest level of the Employee's skill, competence and training. The Employee must efficiently and satisfactorily comply with all reasonable lawful requests made by the Company.
- 7.4. The Employee is required to obey all reasonable lawful directions given to the Employee by the Company in the course of the Employee's employment and the Employee must carry out all duties and responsibilities required of the Employee to the satisfaction of the Company. The Employee may be asked to do work for a subsidiary of the Company or to take instructions from an agent of or contractor to the Company. The Employee must in these circumstances carry out all reasonable lawful tasks assigned to the Employee.
- 7.5. There may be occasions when the work required of the Employee is not work usually done by a person holding the Employee's position in the Company. Notwithstanding this, the Employee is expected to carry out that work. The Employee is not required to take on any work that is dangerous or which requires particular training or experience which the Employee does not have.

7.6. There may be additional responsibilities and duties required of the Employee in the course of the Employee's employment which the Employee will be expected to carry out.

8. FULL-TIME EMPLOYEES

8.1. Full-time employees are permanent employees who do not have casual or probationary status and who are scheduled to work 38 hours per week.

9. PART-TIME EMPLOYEES

9.1. We employ some part-time employees. Part-time employees are permanent employees who do not have casual or probationary status. Part-time employees are engaged to work less hours than full-time employees. They receive however all of the entitlements of full-time employees on a proportional basis.

10. CASUAL EMPLOYEES

10.1. We employ some casual employees. Casual employees are employees who are not permanent. Casual employees are short term and work irregular and uncertain hours.

10.2. Casual employees are not entitled to a range of benefits normally afforded to part time and full time employees such as holiday leave or personal sick leave (except for unpaid carer's leave). Casuals are therefore paid a loading in lieu of such benefits.

11. CONTRACTORS

11.1. We engage some independent contractors and consultants for specific tasks. Contractors are not employees. Contractors are independent business entities that are engaged to provide specific services on a project by project basis to the Company.

11.2. All contractors render to our Company tax invoices with their Australian Business Number that comply with GST requirements. We expect them to do this promptly on completion of any project. If a tax invoice is given to you by a contractor you should ensure that it is promptly passed on to your supervisor.

11.3. Contractors are responsible for their own WorkCover insurance, superannuation and PAYG tax payments with respect to themselves, their employees or subcontractors.

11.4. All contractors usually provide all their own equipment, materials and supplies.

12. PAYMENT OF WAGES

- 12.1. All employees are paid weekly on each 15th of each month.
- 12.2. Your pay will be electronically deposited into your bank account. You should have provided the Company with your bank account details and filled out an Employee Bank Account Information Form. It is your responsibility to make sure the details you give us are correct. If you wish to change this at any time you must fill out a new form.
- 12.3. We are legally required to make certain deductions from every employee's pay. Among these deductions are applicable PAYG taxes. In addition, we pay the compulsory Superannuation Employer's contribution which is nine percent (9%) of your pay.
- 12.4. The Employee will be provided with a pay slip indicating details of payment and deductions. The Employee must review the accuracy of the pay slips and report any discrepancies to the Company's Pay-Roll Officer.

13. EMERGENCY CONTACT NUMBERS

- 13.1. A list of contact numbers in the event of an emergency is provided below:

AMBULANCE: Emergency – 000

Bookings – 131 233

POLICE: Emergency – 000

Assistance Line – 131 444

City Central Police Station – 000

FIRE: Emergency – 000

Local Fire Station at 1 Bridge St New England New South
Wales 2000 - 000

PART III - POLICIES

14. EMPLOYEE MOVEMENTS POLICY

- 14.1. When leaving the workplace for any period of time during work hours you are required to inform the Company as to your whereabouts and your intended time of return.
- 14.2. You are also requested to leave your mobile on at all times while you are absent so that we can contact you if the need to do so arises. This enables the facilitation of clear communication between staff and the passing on of messages.

15. PRESENTATION AND DRESS POLICY

- 15.1. Dress and grooming standards are a very important aspect of the image that the Company presents to its customers and to visitors.
- 15.2. During business hours our Company's clothing should always be worn. It is important that you always dress smartly and you ensure your clothing is clean and pressed. How you dress and look is one indicator of how you perceive yourself. It is also an indicator of how our Company sees itself when you are wearing our Company clothing. The Company's clothing includes:
- 15.3. You are required to wear professional business attire whilst you are at work. For example, business suits (such as pants, dress or skirt suits), shirts and ties should be worn.
- 15.4. If you have shoulder length hair you are required to tie it neatly back. Kitchen staff must always wear a hair net.
- 15.5. It is your responsibility to always wear clothing that is clean, which looks smart and is of an appropriate standard.

16. CUSTOMER SERVICE POLICY

- 16.1. The success of our Company depends upon our customers being impressed and happy with our products and services. Employees must aim to ensure:
- (a) that our customers are given prompt and polite service; and
 - (b) if any customer has a complaint it is dealt with courteously; and

- (c) if any customer needs urgent service, for whatever reason, we do all we can to meet the customers requirements within their time frame, not ours.

17. **DISCRIMINATION AND HARASSMENT POLICY**

- 17.1. We are committed to providing a workplace culture and environment that is free of discrimination and harassment.

(a) **Discrimination**

Discrimination may be any selection, exclusion or preference made on the basis of an individual's sex, race, transgender, sexuality, ethnicity, age, religion, disability (including physical, intellectual, psychiatric, sensory, neurological or learning), marital status, pregnancy, carer's responsibilities, political affiliation or beliefs and membership of an organisation or association (such as a trade union). Discrimination may be either overt and direct, or subtle and indirect.

(b) **Harassment**

Harassment is any form of behaviour that is not wanted and not asked for and that either humiliates, offends or intimidates a person.

- 17.2. Legislation generally prohibits discrimination and harassment on the grounds of an individual's sex, race, transgender, sexuality, ethnicity, age, religion, disability (including physical, intellectual, psychiatric, sensory, neurological or learning), marital status, pregnancy, carer's responsibilities, political affiliation or beliefs and membership of an organisation or association (such as a trade union).

- 17.3. Discrimination and/or harassment in the form of actions, signals or words including jokes is not tolerated by our Company.

- 17.4. If you become aware of any conduct that is possibly discriminatory or could amount to unlawful harassment, you should advise your supervisor who will handle the matter in a timely and confidential manner in accordance with the Dispute Settlement Procedure.

- 17.5. If a customer, contractor or other employee engages in any behaviour that you regard as discriminatory or harassment such as an unwelcome sexual advance or offensive gestures, then you should immediately report this incident to your supervisor.

18. BULLYING POLICY

- 18.1. Our Company is committed to providing a workplace culture and environment that is free of bullying. Bullying is not tolerated by our Company in the workplace.
- 18.2. Bullying occurs where an employee uses strength, power or position to intimidate, oppress or persecute other employees by fear. Examples of bullying behaviour include unfair and excessive criticism, publicly insulting others, ignoring the point of view of other employees, constantly changing or setting unrealistic work targets and undervaluing their efforts at work.
- 18.3. Any employee who becomes aware of possible bullying should promptly advise their supervisor who will handle the matter in a timely and confidential manner in accordance with the Dispute Settlement Procedure.

19. OCCUPATIONAL HEALTH & SAFETY (OH&S) POLICY

- 19.1. We take our obligations under the *Occupational Health and Safety Act 2000 (NSW)* seriously so that we can provide a safe and healthy work environment for employees, contractors, customers and visitors.
- 19.2. The OH&S Committee meets regularly. Employees are invited to discuss or provide a memo on any matters relating to safety or health for discussion by the OH&S Committee.
- 19.3. If you become aware of any circumstance or hazard that could give rise to a risk of injury or illness to any person then you should immediately notify your supervisor, fill out a Hazard Report Form and lodge it with your supervisor.
- 19.4. If there is an accident that does give rise to an injury or illness or could have resulted in an injury or illness then it is important that all employees who are present immediately inform their supervisor and fill out a statement setting out what happened in a Hazard Report Form.
- 19.5. In all workplace activities you are expected to comply with all OH&S procedures and all directions given in respect to safety. If this requires you to wear protective clothing or a helmet or to wear ear plugs/muffs or face masks or protective goggles then you must do so and no one has any authority to exempt you from this compliance.

- 19.6. If there are restricted areas where only authorised personnel are permitted then you are not permitted to enter those areas unless expressly authorised by the appropriate officer or your supervisor.
- 19.7. If you see any person or employee not complying with any OH&S procedures or requirements then you must immediately report this to your supervisor. You will appreciate that this is a fundamental matter of workplace safety. All such reports will be treated confidentially.
- 19.8. If you see any machinery being improperly used or being used without safety guards (when these are required) or observe any machinery to be damaged or defective or in need of repair or service then you must immediately report this to your supervisor. You will appreciate that this is also a fundamental matter of workplace safety. All such reports will be treated confidentially.

20. NO SMOKING POLICY

- 20.1. In keeping with our policy of promoting a safe and healthy working environment, smoking is prohibited in the workplace.
- 20.2. No designated smoking areas have been provided at the workplace and employees are not allowed smoking breaks whilst working. If you wish to smoke, then you may do so outdoors during your meal break.

21. ALCOHOL AND DRUG POLICY

- 21.1. As part of our OH&S policy, alcohol consumption or drug use in the workplace is strictly prohibited. You must not come to work intoxicated or under the influence of drugs. If you have a drug and/or alcohol problem you could cause injury to yourself and others and you could damage your physical and mental health.
- 21.2. An employee who appears to be under the influence of alcohol or drugs may be:
- (a) requested to acknowledge that he/she is so affected and if he/she does so acknowledge, then the Company may give that employee a written warning not to attend work whilst intoxicated or under the influence of drugs and may require the employee leave the premises;
 - (b) if the employee does not acknowledge that he/she is intoxicated or under the influence of drugs, the employee may be required to participate in an alcohol or drug test. If the employee so agrees and is found to be intoxicated or under the influence

of drugs, the employee will be counselled in accordance with the Counselling Procedure (see paragraph 30 of the Employee Handbook) and may be issued with a written warning;

- (c) if the employee refuses to participate in an alcohol or drug test, the employee will be counselled to participate. If the employee continues to refuse to participate without a legitimate cause the employee will be deemed unfit and may be given a warning or in serious cases dismissed for misconduct.

21.3. If you have a drug or alcohol problem, you are invited to seek counselling from management to facilitate treatment and rehabilitation.

22. COMPUTER AND EMAIL POLICY

22.1. Computers, computer files, computer software and the email system are the property of the Company and are intended to be used only for Company business.

22.2. The computer and email system must not be used in a manner that is disruptive or offensive to others. It will be a breach of this policy to access, download or send objectionable material including:-

- (a) pornography, including child pornography. You should be aware that accessing, downloading or sending child pornography is a criminal offence;
- (b) material involving the instructions or promotion of crime, violence or hate;
- (c) material involving an offensive description of violence to compel sexual conduct;
- (d) material involving sexually degrading acts;
- (e) material that is defamatory.

22.3. If you see another employee breaching this policy you must immediately inform management.

22.4. You must not download, view or send spam, junk mail or pop-ups because they may contain viruses, worms or “Trojan horses”. If you receive any pornographic, spam or junk email, then it must be deleted immediately.

22.5. You are prohibited from intentionally creating or sending viruses, worms or “Trojan horses”. You must do a virus check prior to opening any emails from unknown sources.

- 22.6. Whilst the occasional use of computers for personal purposes will be tolerated (provided this is not otherwise a breach of this policy), you must not do so excessively or allow such conduct to interfere with your normal duties.
- 22.7. If you violate this policy you may be terminated. You may also face immediate dismissal (depending upon the seriousness of your breach) for serious misconduct
- 22.8. If you use any computer for an unlawful purpose you may be reported to the police if a crime is involved and any other appropriate authority and your employment with us may be terminated on the grounds of misconduct.

23. USE OF TELEPHONES POLICY

- 23.1. The phone system is intended for Company and business use only. Personal use of the telephone system is prohibited/limited to Three (3) personal calls per day. Personal use of the telephone system for interstate or international calls is strictly prohibited. You should be aware that telephone calls may be monitored.
- 23.2. To ensure effective telephone communications, you should speak in a courteous and professional way. Always use the approved greeting Aircon Australia <YOUR NAME> John speaking....
- 23.3. If you experience an abusive or aggressive caller then immediately pass the caller onto your supervisor.
- 23.4. When taking calls for an employee who is not present, please advise the caller that the employee is not able to take the call and record the message on the message pads provided. The message should be promptly passed on to the employee concerned.

24. DISCLOSURE OF CONFIDENTIAL INFORMATION POLICY

- 24.1. For the purposes of this paragraph, confidential information means all information of whatsoever kind or nature including:-
- (a) All information contained in a document, or any software that is the property of our Company and which is by its nature confidential to us and/or our Business and/or to any of our customers; or
 - (b) All documents or software that is marked or contained in a package or envelope that is marked “Strictly Confidential”, “Confidential”, “Secret” or “Not to be disclosed”

or otherwise uses words which indicate that we regard the information as being of a confidential nature; or

(c) All oral, written, recorded information and/or databases concerning us, our Business, any customer, our menus, systems and procedures.

24.2. You must only use confidential information for our benefit and in the proper performance of your obligations as an employee.

24.3. You must not, at any time either during your employment or following your resignation or termination, disclose or divulge any confidential information without our prior written consent.

24.4. You must not use or attempt to use any information which you acquire in the course of employment in any manner which may injure or cause loss or be calculated to injure or cause loss to the Company.

25. CORPORATE COMPLIANCE POLICY

25.1. Our Company takes seriously all aspects of legal compliance. If you become aware of any activity being conducted by any person, whether a fellow employee, executive or any person contracted to the Company, which involves anything illegal or contrary to any law then you must report this to your supervisor immediately. You will appreciate that this is in the interest of all employees and the Company. All such reports will be treated confidentially.

26. PERSONAL LEAVE POLICY

26.1. Where Personal leave/carer's leave or unpaid carer's leave was, is being or will be taken, the Company may require the Employee to, as soon as reasonably practicable, provide the Company with:

26.2. in the case of sick leave, a medical certificate from a registered health practitioner indicating that, in the practitioner's opinion, the Employee was, is, or will be unfit for work due to personal injury or illness. Where it is not reasonably practicable to provide a medical certificate, a statutory declaration made by the Employee may be provided indicating that the Employee was, is or will be unfit for work due to personal injury or illness.

(a) in the case of carer's leave where care or support is required because of personal illness or injury, a medical certificate from a registered health practitioner indicating

that, in the practitioner's opinion, the Employee's immediate family member or household member had, has or will have a personal injury or illness. Where it is not reasonably practicable to provide a medical certificate, a statutory declaration made by the Employee may be provided indicating that the Employee's immediate family member or household member had, has or will have a personal injury or illness and that the Employee required leave to provide care or support.

- (b) in the case of carer's leave where care or support is required because of an unexpected emergency, a statutory declaration made by the Employee indicating that care or support was required due to the Employee's immediate family member or household member being affected by an unexpected emergency.

This clause does not apply where the Employee cannot comply due to circumstances beyond the Employee's control.

26.3. The Employee is required to fill out an Application for Personal Leave Entitlements form for all personal leave taken.

26.4. Unpaid personal leave will not be paid out to the Employee upon termination of the Employee's employment with the Company.

27. PARENTAL LEAVE POLICY

27.1. Parental leave means either maternity leave, paternity leave or adoption leave.

27.2. Maternity leave means either:

27.3. *special maternity leave* which is unpaid leave taken by an Employee because she is pregnant and has a pregnancy related illness, or where the pregnancy has ended within 28 weeks before the expected date of birth otherwise than by the birth of a living child; or

(a) *ordinary maternity leave* which is a single, unbroken period of unpaid leave taken in respect of the birth or expected birth of the child by the Employee.

27.4. Paternity leave means either:

(a) *short paternity leave* which is a single unbroken period of unpaid leave of up to one week taken by a male employee within the week starting on the day his spouse begins to give birth, or

(b) *long paternity leave* which is a single unbroken period of unpaid leave taken by a male employee after his spouse gives birth to a living child so that the Employee can be the child's primary care-giver.

27.5. Adoption leave means either:

(a) *short adoption leave* which is a single unbroken period of unpaid leave of up to 3 weeks taken by an Employee within 3 weeks from the day of placement of a child with the employee for adoption or

(b) *long adoption leave* which is a single unbroken period of unpaid leave taken by an employee after the day of placement of a child with the Employee for adoption so that the Employee can be the child's primary care-giver.

27.6. The Employee is entitled to a maximum of 52 weeks unpaid parental leave (less any "related authorised leave" as defined in the Act) if:

(a) in the case of maternity leave, immediately before the expected date of birth the Employee has or will have completed at least 12 months' continuous service with the Company;

(b) in the case of paternity or adoption leave, immediately before the first day on which the leave is or is to be taken the Employee has or will have completed 12 months' continuous service with the Company.

27.7. Unless the Company indicates otherwise, an Employee is not entitled to special maternity leave for a period longer than stated in the medical certificate. In addition, a period of special maternity leave must end before the Employee starts any continuous period of leave including ordinary maternity leave.

27.8. An Employee may take short paternity leave or short adoption leave while his/her spouse is taking authorised leave because of the birth or placement. Unless the Company indicates otherwise, a period of long paternity leave or long adoption leave taken by the Employee must not include any period during which his spouse is taking maternity leave, adoption leave or any other authorised leave, because of the birth or placement.

27.9. The Company may require the Employee to comply with Division 5 of Part 2-2 of the Act. Generally these subdivisions require the Employee to provide the following:

- (a) in the case of *special maternity leave*:
- (i) a written application stating the first and last days of the period; and
 - (ii) in the case of a pregnancy related illness, a medical certificate; or
 - (iii) in the case of a pregnancy which has ended otherwise than by birth of a living child, a medical certificate and statutory declaration.

The Company will inform the Employee of the information required in the medical certificate and/or the statutory declaration. This documentation must be given to the Company before or as soon as reasonably practicable after starting the continuous period of leave.

- (b) in the case of *ordinary maternity leave*:
- (i) no later than 10 weeks before the expected date of birth. The Act details different requirements in the event of a premature birth or other compelling reason) - a medical certificate (indicating that she is pregnant and naming the expected date of birth), and
 - (ii) no later than 4 weeks before the first day of the intended leave - a written application (stating the first and last days of the period) with a statutory declaration attached. The Act details different requirements that may apply in the event of a premature birth or other compelling reason). The Company will inform the Employee of the information required in the statutory declaration.
- (c) in the case of *paternity leave*:
- (i) no later than 10 weeks before the expected date of birth. The Act details different requirements that may apply in the event of a premature birth or other compelling reason) - a medical certificate (indicating the name of the Employee's spouse, that the spouse is or was pregnant and the expected date or actual date of birth).
- (d) in the case of *short paternity leave*:
- (i) as soon as reasonably practicable on or after the first day of the period - a written application stating the first and last days of the period.
- (e) in the case of *long paternity leave*:

- (i) no later than 10 weeks before the first day of the intended continuous period of leave. The Act details different requirements that may apply in the event of a premature birth or other compelling reason) - a written application (stating the first and last days of the period) with a statutory declaration attached. The Company will inform the Employee of the information required in the statutory declaration.
- (f) in the case of *adoption leave*:
- (i) as soon as reasonably practicable after receiving notice of the approval of the placement of a child with the Employee - written notice of an intention to apply for adoption leave, and
 - (ii) as soon as reasonably practicable - written notice of the date of the expected placement, and
 - (iii) within 8 weeks of receiving a placement approval notice (or as soon as reasonably practicable if a placement notice is received after this 8 week period) – written notice of the first and last days of the period of leave, and
 - (iv) before the period of leave begins - a statement from an adoption agency detailing the expected day of placement, and
 - (v) before the period of leave begins - a statutory declaration. The Company will inform the Employee of the information required in the statutory declaration.
- Pursuant to the Act special notice requirements apply where the child to be adopted is a relative of the Employee.
- (g) in the case of *short adoption leave*
- (i) no later than 14 days before the proposed day of placement - a written application stating the first and last days of the period.
- (h) in the case of *long adoption leave*
- (i) no later than 10 weeks before the first day of the period - a written application stating the first and last days of the period.

27.10. These requirements do not apply if the Employee could not comply because of circumstances beyond his/her control.

27.11. If the Employee wishes to apply for parental leave the Employee must fill out the Application for Leave Form that can be obtained from your supervisor.

SAMPLE ONLY
YOUR DOCUMENT WILL VARY DEPENDING ON THE ANSWERS YOU
PROVIDE THROUGH THE BUILDING PROCESS

PART IV - PROCEDURES

28. DISPUTE SETTLEMENT PROCEDURE

- 28.1. We have a Dispute Settlement Procedure that we believe is a fair and positive method for dealing with complaints or disputes that may arise. Please note that if an Award or Collective Agreement provides a different dispute resolution procedure, that procedure will apply. Our Company is committed to encouraging an open and frank atmosphere in which any problem, complaint, suggestion or question receives a prompt and timely response from Management.
- 28.2. The procedures for settling disputes about matters arising under this AWA between the Company and the Employee are as follows:
- (a) The Company and the Employee must genuinely attempt to resolve the dispute at the workplace level.
 - (b) If the dispute cannot be resolved at the workplace level, either the Company or the Employee may elect to use an alternative dispute resolution process in an attempt to resolve the matter.
 - (c) This alternative dispute resolution process is to be conducted by a person agreed between the Company and the Employee.
 - (d) Where such agreement cannot be reached, either the Company or the Employee may notify the Industrial Registrar of the Australian Industrial Registry. The Industrial Registrar will provide certain prescribed information.
 - (e) If after 14 days after this prescribed information was provided the Company and Employee still cannot agree as to who is to conduct the alternative dispute resolution process, either party may apply to have the process conducted by the Australian Industrial Relations Commission.
 - (f) If the alternative dispute resolution process is conducted, both the Company and the Employee must genuinely attempt to resolve the dispute during that process.
 - (g) Unless the Employee has a reasonable concern about an imminent risk to his/her health or safety, the Employee must continue to work in accordance with his/her contract of employment whilst the dispute is being resolved.

(h) Whilst the dispute is being resolved the Employee must also comply with any reasonable direction of the Company to perform other available work. In making this direction the Company must have regard to any applicable occupational health and safety law and whether the work is appropriate for the Employee.

28.3. This Clause does not affect any right of a party to take court action to resolve a dispute.

28.4. All employees are expected to treat each other with mutual respect and courtesy. A complaint or grievance about a work situation may be made by you or a group of employees.

29. COUNSELLING PROCEDURE

29.1. We have a Counselling Procedure which is designed to ensure fairness to all concerned. The objective of counselling is to communicate the work standards and conduct that are expected of you and ensure that you understand them. If you have work related problems or your work performance is considered poor or unsatisfactory you will be advised in writing and given the opportunity to be counselled in accordance with the counselling procedure provided below:

Step 1

The counselling sessions are confidential and are undertaken in the presence of your immediate manager and a delegated counsellor. You may if you wish have your own representative present during counselling or at any stage of the disciplinary procedure.

Step 2

Performance reports and counselling records will be documented in your personnel file and kept confidential. You will be given the opportunity to view and respond to the written reports. Your response will be documented and added to the file.

Step 3

If you demonstrate unsatisfactory performance or behaviour, you will be allowed sufficient time to demonstrate a willingness to improve (“**the Improvement Period**”). If you have shown an improvement in your performance, then no further counselling will be required at this stage and no warnings will be issued. After 3 months your performance will be reviewed by management.

Step 4

At the end of the Improvement Period, if the employer is of the opinion that you have not displayed willingness to improve, a final warning will be issued to you.

Final Warning Notice

This notice will inform you in writing that if you do not immediately discontinue the unsatisfactory conduct or behaviour, then disciplinary action may be taken as deemed necessary by the Company as your employer. This can include dismissal. Our Company will normally issue three (3) warning notices to you before dismissal. However our Company will summarily dismiss you if you demonstrate serious or wilful misconduct.

30. WORKPLACE INJURIES AND COMPENSATION PROCEDURE

- 30.1. We maintain all proper insurance policies in respect to compensation to any employees who suffer injury or illness in the course of their employment with us. The following procedure will apply in the event of such injuries or illnesses:

Procedure for Dealing with Work Related Injuries or Illness

Step 1

If you sustain a work related injury or illness you should report it to your supervisor immediately.

Step 2

If you have sustained a work related illness and/or injury you should complete an Injury Report Form which will be provided by your supervisor. This Form must be filled out and lodged with your supervisor.

- 30.2. If an accident happens and someone is injured, the following steps must immediately be taken:

Step 1

If you saw the accident, you must inform your supervisor that you were a witness.

Step 2

You must complete and sign a Hazard Report Inform.

Step 3

You may be required to give a written statement detailing:

- what you saw or heard,
- the identify of any other persons who were present
- where you, and any other persons who were present, were standing when it happened, and
- a description of the way in which the accident occurred.

31. FIRE EVACUATION PROCEDURE

31.1. In the event of a fire, a warning siren should sound and warn you of the need to use the following Fire Evacuation Procedure:

Fire Evacuation Procedure

Step 1

Follow your Fire Warden's direction and commence evacuation

Step 2

Employees must immediately evacuate via the fire exits, which are clearly marked in the workplace with a green sign marked "Exit".

Step 3

Do not run or push through the exits because you may injure yourself or others. Walk calmly down the stairs and please take care to help other employees who may require assistance.

Step 4

The meeting place for all staff in case of fire is outside with your Fire Warden. You should evacuate the building immediately through the nearest exit. Fire fighting equipment is located at In the main office if you need to use the equipment to assist your evacuation from the premises.