



# Staff Handbook



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## 1 INTRODUCTION

### 1.1 WELCOME

Adelaide Quality Care 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

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

We will not tolerate any unlawful discriminatory act or attitude in the course of your employment or in your dealings with our clients, suppliers, contractors, members

of the public or fellow colleagues. Acts of unlawful discrimination, harassment or victimisation will result in disciplinary action.

#### 1.4 GENERAL

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

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

#### 1.5 ACCESS TO AWARD AND THE NATIONAL EMPLOYMENT STANDARDS

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

## 2 JOINING THE ORGANISATION

### 2.1 INDUCTION

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

### 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, AQC 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

Adelaide Quality Care has a policy of encouraging its employees to undertake training in order to advance their career to the benefit of both AQC and the individual. AQC 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 AQC has contributed to your training and your employment is terminated, for whatever reason, AQC will seek reimbursement of the costs in line with the Training Agreement. Further details are available separately.

## 2.5 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.

### 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 your manager as soon as possible and indicate when you expect to arrive.

If you are late to commence or return to work, AQC will deduct an amount of pay equivalent to your lateness. If you arrive for work more than one hour late without having previously notified the Employer, other arrangements may have been made to cover your duties and you may be sent off the premises for the remainder of the shift/day without pay.

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

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

- breakdown of equipment
- industrial action
- a cause which AQC 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 LEAVE

### 4.1 ANNUAL LEAVE

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

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

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

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

You must give twelve 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.

Due to the nature of the business, AQC can only accommodate a limited number of employees taking annual leave at the same time.

### 4.2 PUBLIC HOLIDAYS

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

holiday. You will be given advance notice if work on a public holiday is required.

#### 4.3 PERSONAL LEAVE

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

Paid personal leave accrues over the course of your employment.

Full time employees will accrue up to ten days of paid personal leave for each year of continuous service.

Part time and fixed-term employees are entitled to this entitlement on a pro-rata basis.

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

Unused leave will not be paid out on termination.

You are entitled to take personal leave:

because you are not fit for work due to a personal illness or personal injury affecting you or

to provide care or support to a member of your immediate family, or a member of your household

who requires your care and support because of;

- a personal illness or injury affecting the member or

- a sudden or unexpected emergency affecting the member.

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

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

### **Notification of personal leave**

You must notify AQC by telephone on the first day of incapacity or at the earliest possible opportunity and, in any case, by no later than 6 hours before your usual start time.

Text messages and e-mails are not an acceptable method of notification. Other than in exceptional circumstances notification should be made personally to your manager. You should try to give an indication of your expected return date and notify AQC 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.

### **Evidence**

A medical certificate from a registered health practitioner or, if not reasonably practical, statutory declaration is required from the employee setting out the reasons for the absence in circumstances where the personal leave is on two or more consecutive days.

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

to require evidence for carer's leave. AQC will notify you of this requirement as appropriate.

### **Return to work**

You should notify your manager as soon as you know 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.

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

AQC 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.

#### 4.4 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 AQC 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 AQC 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
- An expected return date and
- Details of any parental leave your partner intends to take.

#### 4.5 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.

#### 4.6 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.

#### 4.7 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.

#### 4.8 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.



## 5 SAFEGUARDS

### 5.1 IT AND COMPUTER POLICY

#### i) Use of computer equipment

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

- The introduction of new software and applications must first of all be checked and authorised by management before general use will be permitted.
- Only authorised employees are permitted access to the AQC's computer equipment
- Only software that is used for business applications may be used on the Employer's computer
- 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.

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

- Accessing websites which put AQC 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.

#### ii) Monitoring

AQC considers any and all data created, stored or transmitted upon 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, AQC 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 AQC 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, AQC reserve the right to monitor all internet and email activity by you for the purposes of ensuring compliance with AQC'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.

## 5.2 SOCIALMEDIA

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.

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

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

### 5.3 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. AQC reserves the right to request to deduct the appropriate sums from your salary in the event that repayments are not made.

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

### 5.4 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. AQC may, at their discretion, disclose the

surveillance records for any reason that is not barred by privacy legislation.

You may consult with AQC regarding any concerns about the surveillance. AQC reserves the right to review and use the CCTV in disciplinary proceedings.

## 6 STANDARDS

### 6.1 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 AQC and shall, during normal working hours, devote the whole of your time, attention and abilities to AQC and its affairs.

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

### 6.2 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.

### 6.3 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. AQC 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.

### 6.4 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
- 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 vehicles, stock or property (including non-statutory safety equipment) that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement

- Any loss to AQC that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work,

will render you liable to reimburse to us the full or part of the cost of the loss and

- In the event of an at fault accident whilst driving one of the Employer's vehicles you may be required to pay the cost of the insurance excess.

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

## 6.5 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.
- Personal protective equipment (PPE) and clothing may be issued for your protection because of the nature of your job and if issued must be worn and used at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear/equipment is your responsibility.

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

## 7 - GENERAL TERMS

### 7.1 CHANGES IN PERSONAL DETAILS

You must notify AQC 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.

### 7.2 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. AQC 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 AQC so that we can discuss any implications arising from such employment,



i.e. working time, health and safety issues or conflicts of interest. You may not under any circumstances, whether directly or indirectly, undertake any other duties of whatever kind during your hours of work with AQC 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.

### 7.3 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.

## 8 CAPABILITY

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

### 8.1 JOB CHANGESIGENERAL 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 AQC to its detriment, you will be dismissed with the appropriate notice.

## 8.2 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 (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice.

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

## 9 DISCIPLINE

### 9.1 INTRODUCTION

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

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

The following rules and procedures should ensure that:

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

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

## 9.2 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.

## 9.3 RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT

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

- Failure to abide by the Employer's health and safety policies and procedures and your general health and safety responsibilities
- Actions which could threaten the health and safety of yourself, your colleagues or others
- Persistent absenteeism and/or lateness
- Unsatisfactory standards or output of work
- Rudeness towards customers/clients, members of the public or your colleagues, objectionable or insulting behaviour, harassment, bullying or bad language
- Failure to devote the whole of your time, attention and abilities to our business and its affairs during your normal working hours

- Unauthorised use of email, internet and/or social media
  - Failure to carry out all reasonable instructions or follow our rules and procedures
  - Use of the Employer's vehicles without approval or the private use of our commercial vehicles without authorisation
  - Failure to report any incident whilst driving the Employer's vehicles, whether or not personal injury or vehicle damage occurs
  - if your work involves driving, failure to report immediately any type of driving conviction, or any summons which may lead to your conviction
  - Carrying unauthorised goods or passengers in the Employer's commercial vehicles or the use of the Employer's vehicles for personal gain
  - Loss of driving licence where driving on public roads forms an essential part of the duties of the role
  - 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.

#### 9.4 SERIOUS MISCONDUCT

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

instances of:

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

## 9.5 ' DISCIPLINARY PROCEDURE

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

| <b>offence</b>                | <b>1<sup>st</sup> occasion</b> | <b>2<sup>nd</sup> occasion</b> | <b>3<sup>rd</sup> occasion</b> | <b>4<sup>th</sup> occasion</b> |
|-------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| <b>Unsatisfactory conduct</b> | Formal verbal warning          | Written warning                | Final written warning          | Termination                    |
| <b>Misconduct</b>             | Final written warning          | Termination                    |                                |                                |
| <b>Serious misconduct</b>     | 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.

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

Serious misconduct offences will result in termination without notice.

## 10 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.



## 11 EQUAL OPPORTUNITIES AND ANTI-DISCRIMINATION

### 11.1 STATEMENT OF POLICY

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

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

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

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

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

### 11.2 RECRUITMENT AND SELECTION

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

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

We will adopt a consistent, non-discriminatory approach to the advertising of vacancies. We will not confine our

recruitment to areas or media sources which provide only, or mainly, applicants of a particular group. All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.

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

Short listing and interviewing will be carried out by more than one person where possible. Interview questions will be related to the requirements of the job and will not be of a discriminatory nature. Selection decisions will not be influenced by any perceived prejudices of other staff. All promotions will be in line with this policy.

## 12 MOTOR VEHICLES

### 12.1 GENERAL REQUIREMENTS

You may be required to use a motor vehicle to enable you to efficiently perform your duties. Where travelling in the course of duties, the motor vehicle is considered to be a workplace and AQC recognises it has health and safety obligations in respect of this. AQC will ensure that company motor vehicles are registered and insured in accordance with the relevant legislation. You must at all times comply with the Motor Vehicles policy in the Health and Safety Handbook. It is your responsibility to see that any Employer motor vehicle is not used by anyone other than authorised persons.

### 12.2 USING A PRIVATE VEHICLE FOR EMPLOYER PURPOSES

When using your own vehicle in the performance of your

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

You must ensure that whilst driving your motor vehicle to perform your duties, it is clean, free of rubbish and personal items at all times, and in a safe and good working order. You are responsible for washing the motor vehicle, and for ensuring that appropriate levels of oil, water and tyre pressure are maintained.

### 12.3 FINES

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

### 12.4 PERMITTED USE

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

## 12.5 PERSONAL LIABILITY

In the event of an at fault accident whilst driving one of the Employer's vehicles or where any damage to an Employer vehicle is due to your negligence or lack of care, AQC reserves the right to insist on you rectifying the damage at your own expense or paying the excess part of any claim. Repeated instances may result in disciplinary action/and or the use of Employer vehicles being withdrawn.

## 13 TERMINATION OF EMPLOYMENT

### 13.1 RESIGNATIONS

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

### 13.2 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.

### 13.3 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.

## 14 ACKNOWLEDGEMENT FORM

I, \_\_\_\_\_ (please print name)  
acknowledge that I received a copy of this Adelaide Quality  
Care Employee Handbook and that I have read and  
understood it.

Signed:

Dated: