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# Flow Smart Group Employee Handbook

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# 1 INTRODUCTION

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## 1.1. WELCOME

Flow Smart Group (**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.

## **2 JOINING THE EMPLOYER**

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### **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 JOB DESCRIPTION**

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

### **2.5 PERFORMANCE AND REVIEW**

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

We have an employee appraisal scheme in place for the purpose of monitoring employee performance levels with a view to maximising the effectiveness of individuals.

### **2.6 AVAILABILITY**

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

### **2.7 JOB FLEXIBILITY**

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

### **2.8 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.

## **2.9 CONVICTIONS AND OFFENCES**

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

## **3 REMUNERATION AND HOURS**

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### **3.1 ADMINISTRATION**

#### **i) Payment**

Timesheets are to be lodged electronically and must be completed by 9.00am Monday morning to be paid the following Tuesday. Wages are processed fortnightly on Monday and will normally arrive in your bank account by Tuesday, 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) Meal allowance**

A meal allowance is an allowance payable under the Manufacturing and Associated Industries and Occupations Award 2010. Meal allowances (\$13.96 meal) exist in the following circumstances:

- When working in workshop and/or from Griffith daily – nil allowance
- When leaving Griffith and staying the night – one meal (dinner) and two meals (breakfast and lunch) if returning the next day.
- When leaving Griffith and staying subsequent nights – one meal (dinner) and three meals if staying away another day and then two meals on the day of returning to Griffith.
- If meals are provided with accommodation price or if meals are paid for by Bryce or John, you are not entitled to claim these meals on your time card.

#### **iii) Underpayments**

If you are underpaid for any reason, the matter will be investigated as early as practicable and any monies outstanding will be included in your next payment.

#### **iii) 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

#### **iv) 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 TIME RECORDING**

You are required to comply strictly with any time recording procedures relating to your work. Times entered in Aroflo will form the basis of what hours you will be remitted as part of the fortnightly payroll. It is your responsibility to ensure that your own times are in and up to date daily.

Timecards through Aroflo must be submitted each Monday before 9am. Late provision of information required for payroll has a detrimental impact on the team and will not be tolerated.

### **3.3 HOURS OF WORK**

You may be rostered to work Monday to Friday. Currently, the usual business hours are 7.00am to 6.00pm, but these hours may change from time to time.

### **3.4 LATENESS/ABSENTEEISM (SEE ALSO SECTION 5)**

You are required to be present and ready to commence work at your rostered starting time. You must return to work following authorised breaks, punctually and at the time you are to resume work. In the event you are going to be late to work, or following an authorised break, you are required to notify your manager as soon as possible and indicate when you expect to arrive.

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

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

### **3.5 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.

## 4 ANNUAL LEAVE

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### 4.1 ANNUAL HOLIDAYS

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

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

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

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

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

However, due to high operational demands, annual leave will not generally be approved for the September to December period.

### 4.2 ANNUAL SHUT DOWN

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

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

### 4.3 PUBLIC HOLIDAYS

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



## 5 PERSONAL LEAVE (SICK & CARERS')

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### 5.1 ENTITLEMENTS

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

Paid personal leave accrues over the course of your employment.

Full time employees will accrue up to ten days of paid personal leave for each year of continuous service. Part time and fixed-term employees are entitled to this entitlement on a pro-rata basis.

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

Unused leave will not be paid out on termination.

You are entitled to take personal leave:

- because you are not fit for work due to a personal illness or personal injury affecting you or
- to provide care or support to a member of your immediate family, or a member of your household who requires your care and support because of:
  - a personal illness or injury affecting the member or
  - a sudden or unexpected emergency affecting the member.

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

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

An immediate family member is a:

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

A household member is any person who lives with you.

### 5.2 PLANNED APPOINTMENTS OR PROCEDURES

An employee who is required to attend a pre-booked appointment or procedure and is presently fit for work, must use accrued annual leave or request unpaid leave. The exception to this rule is an employee who has a chronic condition as defined by Australian Department of Health. These conditions include arthritis, asthma, cancer, cardiovascular disease, diabetes, osteoporosis and

eye health conditions (cataract, glaucoma, diabetic retinopathy, macular degeneration and uncorrected refractive error). Evidence of the reasons for the absence will be required.

Employees who are unfit for work and required to attend appointments or procedures can use accrued sick leave or request unpaid leave.

The same principles apply for carers' responsibilities for your immediate family or household (see definition page 9).

Example 1: Fred injured himself outside of work. He sees a doctor and is declared unfit for work with a review in a week's time. For the period he is declared unfit he is able to use his sick leave. Fred attends the scheduled appointment during the period he is declared unfit (and on sick leave), and the Dr says he is now fit to return to work. Fred is required to have another follow up appointment in a week's time. For this follow up appointment Fred is not entitled to use his sick leave as he is fit for work. He can use annual leave or request leave without pay.

Example 2. Mary's daughter Sarah is required to undergo surgery for an appendicitis. Sarah is unwell and is not fit to care for herself while awaiting the surgery. As her primary carer Mary will stay at home and is eligible to take carers leave for the duration of the period that Sarah is declared unfit. Sarah has the surgery and during a further period of incapacity, she is cared for by her parent (use of carers leave is permitted up to 10 days per annum). Sarah is declared fit and goes back to school, but has a follow up appointment with her doctor. Mary attends the appointment but is not entitled to take carers leave, she can use accrued annual leave or leave without pay (as Sarah is not unfit).

Example 3. Joe has chronic cardiovascular disease and is required to have ongoing tests and monitoring. As the condition is chronic as defined by Australian Department of Health he can use his accrued sick leave for appointments.

### **5.3 NOTIFICATION OF PERSONAL LEAVE**

You must notify your manager or supervisor by telephone conversation on the first day of incapacity or at the earliest possible opportunity and, in any case, by no later than the time of commencement.

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

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

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

If you become unwell at work and need to take leave, you must notify your Manager in person. Other than in exceptional circumstances you must complete the Leave Form (HR-FO-10) and gain approval prior to leaving the premises.

### **5.4 EVIDENCE**

A medical certificate from a registered health practitioner (eg. General practitioner or pharmacist) 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 or on a single day prior to, or the day after a public holiday, weekend or non-working day.

### **5.5 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 to perform the inherent requirements of the role. 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.

## **5.6 GENERAL**

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

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

The Employer will not tolerate any non-genuine absences, and any such instances will result in disciplinary action being taken. If considered necessary, we reserve the right to ask your permission to contact your doctor and/or for you to be independently medically examined.

## 6 OTHER LEAVE

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### 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 8 weeks of concurrent unpaid leave. Any parental leave taken by the other parent will be deducted from the total entitlement of 52 weeks unpaid leave.

You must give the Employer at least ten weeks prior notice of your intention to take unpaid parental leave.

This can be done in accordance with the Employer's leave application procedures.

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

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

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

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

### 6.2 COMPASSIONATE LEAVE

Full time and part time employees are entitled to two days' paid compassionate leave for each occasion when a member of your immediate family, a member of your household or your spouse's immediate family (refer to definition page 9):

- 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 having regard to the needs of the business.

After this length of service we would encourage you to take a well earned break. If an agreement cannot be reached we may direct you to take this leave, and if we do so will provide at least one month's notice in writing. Unless there is mutual agreement, the leave must be taken in one consecutive period. If, by agreement, leave is to be taken in more than one period, it can be taken in up to four separate periods, depending on the length of service.

If an agreement to postpone the leave is made, it will also include the rate of pay to be applied when the leave is taken. This will be the rate of pay the employee was receiving at the time the agreement was made.

### **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 LEAVE WITHOUT PAY (LWOP)**

Requests for Leave Without Pay (LWOP) will be considered on a case by case basis. LWOP will only be granted when an employee has exhausted their accrued leave balances (e.g. annual, personal, long service leave, time off in lieu of overtime).

LWOP will not interrupt continuity of service (for the purposes of calculation of long service leave), however sick leave and annual leave does not accrue when you are on leave without pay.

## **7 SAFEGUARDS**

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### **7.1 RIGHTS OF SEARCH**

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

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

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

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

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

### **7.2 IT AND COMPUTER POLICY**

#### **i) Virus protection**

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

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

#### **ii) Use of computer equipment**

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

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

#### **iii) Internet policy**

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

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

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

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

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

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

#### **iv) Email**

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

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

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

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

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

- any messages that could constitute bullying, harassment or other detriment
- personal use (eg social invitations, personal messages, jokes, cartoons, chain letters or other private matters)

- on-line gambling
- accessing or transmitting pornography
- social media
- transmitting copyright information and/or any software available to the user or
- posting confidential information about other employees, the Employer or its customers or suppliers.

### **7.3 SOCIAL MEDIA**

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

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

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

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

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

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

### **7.4 PHONES AND OTHER DEVICES**

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

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, mp3 players and other personal devices should not be used during work time, other than in emergencies and should be stored in lockers or not brought into the workplace. Should you need to be contacted during work time, attempts should be made through the business phone.

### **7.5 SURVEILLANCE**

Overt surveillance (i.e. visible devices) 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



- electronic recording devices in any part of the workplace.

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

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

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

## **8 STANDARDS**

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### **8.1 BEHAVIOUR AT WORK**

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

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

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

### **8.2 CUSTOMER SERVICE EXPECTATIONS**

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

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

This list is not exhaustive.

### **8.3 FRIENDS AND FAMILY IN THE WORKPLACE**

Friends and family are welcome to attend the workplace for a brief visit, however the company has a responsibility to ensure their safety. Please ensure all visitors sign in at reception and make themselves known to management. It is your responsibility to ensure that friends and family are not in the workplace for longer than necessary.

### **8.4 CONFLICT OF INTEREST**

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

## **8.5 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 vehicles, stock or property (including non-statutory safety equipment) that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement
  - any loss to the Employer that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work, will render you liable to reimburse 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, the Employer reserves the right to request to deduct such costs from your pay.

## **8.6 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.

## **9 GENERAL TERMS**

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### **9.1 CHANGES IN PERSONAL DETAILS**

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

### **9.2 SECONDARY EMPLOYMENT**

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

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

You will be notified in writing of the Employer's decision. The Employer may refuse to consent to your request.

If you work without consent this could result in the termination of your employment.

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

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

### **9.3 BANKING AND EXPENSES**

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.

### **9.4 EMPLOYEE'S PROPERTY AND LOST PROPERTY**

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

## 10 WHISTLE-BLOWERS

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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 the Managing Director 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 Employer 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.

## **11 DISCIPLINARY**

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### **11.1 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.

### **11.2 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.

### **11.3 RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT**

You will be liable to disciplinary action up to and including termination of your employment, 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.

#### **11.4 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.

## 12 GRIEVANCE

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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 contact your Manager or Human Resources and hold a confidential discussion to seek guidance on the process and options available



## 13 PRIVACY

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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.

### 13.1 COLLECTION OF PERSONAL INFORMATION

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

**Personal information** includes information relating to:

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

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

### 13.2 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 such any personal information belonging to another employee or a client of the Employer, you must ensure that you maintain the confidence of any confidential information that you have access to, or become aware of, during the course of your employment and will prevent its unauthorised disclosure or use by any other person. You will not use the confidential information for any purpose other than for the relevant and related Employer processes during or after your employment. Any action in breach of this policy may result in disciplinary action being taken.

## **14 EQUAL OPPORTUNITIES AND ANTI-DISCRIMINATION**

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### **14.1 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.

### **14.2 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. All promotions will be in line with this policy.

## **15 MOTOR VEHICLES**

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### **15.1 GENERAL REQUIREMENTS**

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

Where travelling in the course of duties, the motor vehicle is considered to be a workplace and the Employer recognises it has health and safety obligations in respect of this. The Employer 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 this Handbook. It is your responsibility to see that any Employer motor vehicle is not used by anyone other than authorised persons.

If you are driving a motor vehicle with Employer branding on display, you are representing the Employer at any time whilst driving or on the road. You must therefore drive in a manner that is considerate of other road users. Any complaint about a driver will be investigated and disciplinary action may result.

### **15.2 EMPLOYEE RESPONSIBILITIES**

You are responsible for ensuring you comply with any Employer policies and procedures relating to motor vehicles and their use. In particular you must:

- possess a current driving licence and management's authority to drive during the performance of your duties
- produce your driving licence for scrutiny by management at any time as requested and
- inform the Employer immediately if you are disqualified from driving.

When operating a motor vehicle in the performance of your duties, you must observe and obey the relevant road laws in the state or territory in which you are driving. In particular, you must:

- adhere to the appropriate speed limit at all times
- wear the restraints provided at all times when travelling in the motor vehicle
- ensure that you are not affected by alcohol and/or drugs at the time of driving
- report any defects or issues with the motor vehicle to the Employer as soon as reasonably practical
- ensure that the motor vehicle is maintained in safe working order
- ensure that only authorised passengers are transported and are kept safe while doing so and
- ensure that authorised passengers use the restraints provided.

### **15.3 USE OF MOBILE PHONE WHILE OPERATING A MOTOR VEHICLE**

You must operate mobile phones in compliance with all road rules and in particular ensure:

- you do not use a mobile phone whilst driving unless via an approved hands free or cradle device
- you limit your usage whilst using an approved device to short conversations only
- you do not use SMS, video and/or email whilst driving and

- you do not hold or touch a phone at any time whilst driving unless the motor vehicle is legally parked (even if you are just passing it to a passenger).

#### **15.4 FIXTURES, FITTINGS AND MODIFICATIONS**

No fixtures such as aerials, roof racks, towing apparatus, or stickers may be attached to any Employer vehicles without prior written permission.

No change or alterations may be made to the manufacturer's mechanical or structural specification of the vehicle.

#### **15.5 CLEANING AND MAINTENANCE**

When you drive one of the Employer's vehicles, it is your responsibility to ensure that it is kept clean and tidy and free from rubbish and personal items at all times and that it is returned to the Employer in that condition after use. Smoking in Employer vehicles is not permitted.

Any maintenance or repair work, or replacement of parts, including tyres, must be approved in advance by the Employer, and reimbursement will only be made against production of an authorisation. When requested by the Employer you must ensure servicing is carried out. Full details of the work required and the cost involved must be given.

Before you use one of the Employer's vehicles, and on its return, you are responsible for ensuring that the oil and water levels, battery and brake fluid and tyre pressures are maintained and that the tread of all tyres conforms to the minimum legal requirements.

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

#### **15.6 FUEL CARDS**

Fuel cards are to be used for business related travel only. Odometer readings are to be entered at the time of the purchase of fuel with the fuel card. Fuel cards are to be kept safe and secure at all times.

You must ensure that you adhere to all business requirements for fuel related purchases which may include, but is not limited to, specific locations for purchases, type of products that can be purchased and spend limits on purchases.

#### **15.7 FINES**

We will not be held responsible for any fines (eg 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.

#### **15.8 LOSS**

In the case of theft of one of the Employer's vehicles, the police and the Employer must be informed immediately. Full details of the contents of the vehicle must also be given. If any contents are stolen from the vehicle, the police and the Employer should be notified immediately.

Please note that only Employer property is insured by the Employer and you should make your own arrangements to cover your personal effects.

You must always secure the vehicle and its contents, and turn on any alarm system that is fitted to the vehicle. The contents should be stored out of sight, preferably in the boot or rear. If a vehicle is stolen, we are required to prove to the insurance company that there has been no negligence and, therefore, we must hold you responsible in the event of such negligence.

#### **15.9 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 Employer vehicle to the Employer, unless otherwise agreed with management.

#### **15.10 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, the Employer 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.

#### **15.11 GPS**

Employer vehicles may be fitted with a GPS tracking device which the Employer may use to monitor the location of the vehicle at any time for the purposes of security and monitoring driver behaviour. If you are a new worker the surveillance may already be in place and could start immediately on you commencing work.

Where an Employer vehicle is fitted with a GPS tracking device, it will be clearly identified inside the vehicle. Unless otherwise stated on the notification, GPS data will be collected continuously and on an on-going basis. The Employer may disclose the GPS records for any reason that is not barred by privacy legislation. You may consult with the employer regarding any concerns with GPS surveillance.

## **16 TERMINATION OF EMPLOYMENT**

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### **16.1 RESIGNATIONS**

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

### **16.2 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.

### **16.3 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.

### **16.4 RETURN OF VEHICLES**

On termination of your employment, you must return any Employer vehicle in your possession to our premises. Failure to return the vehicle will result in the cost of its recovery being deducted from any monies outstanding to you.

## 17 CHECKLIST AND ACKNOWLEDGEMENT FORM

Please complete this Checklist for Understanding, along with the acknowledgement form and provide this to the Employer.

For each statement below please circle whether it is true or false.

	True	False	Office use
If you are going to be sick and unable to attend work, you must notify your manager or supervisor by telephone conversation at the earliest possible opportunity and, in any case, by no later than the commencement time.			
When you are absent, a medical certificate from a registered health practitioner 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 or on a single day prior to, or the day after a public holiday, weekend or non-working day.			
<p>You are entitled to take personal leave (sick or carers'):</p> <ul style="list-style-type: none"> <li>because you are not fit for work due to a personal illness or personal injury affecting you or</li> <li>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: <ul style="list-style-type: none"> <li>a personal illness or injury affecting the member or</li> <li>a sudden or unexpected emergency affecting the member.</li> </ul> </li> </ul> <p>A household member has to be related to you by blood.</p>			
You must give at least two weeks' notice of your intention to take annual leave of a week or more and one week's notice is required for odd single days.			
As detailed in the social media policy, to protect the mutual interest of all involved, work related matters can be put on social media if they portray the company in a positive light.			
If you wish to obtain a second job you do not need the companies permission			
You will never have your employment terminated for a first breach of discipline, even if it is considered serious misconduct.			
As detailed in the motor vehicle policy using a handheld mobile is permitted while driving if you are lost and needing directions			
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.			

I \_\_\_\_\_ (please print name) acknowledge that I received a copy of this Flow Smart Group Employee Handbook and that I have read and understood it.

I agree to comply with the policies and procedures applicable to me contained within the Flow Smart Employee Handbook to the best of my ability and to comply with all policies and procedures when attending other workplaces.

Signed:

Dated: