

Cox Enterprises (QLD)
Pty Ltd
Employee Handbook

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1 INTRODUCTION

1.1 WELCOME

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

1.2 PURPOSE OF THE EMPLOYEE HANDBOOK

The Employee Handbook (**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.

2 JOINING THE BUSINESS

2.1 PROBATIONARY PERIOD

The period 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.

2.2 HOURS OF WORK

You may be rostered to work Monday to Friday. Currently, the usual office hours are 8.00 to 5.00pm, and the distribution facility usual business hours are 24 hours, but these hours may change from time to time.

2.3 PUNCTUALITY

You are required to be present and ready to commence work at your rostered starting time. The Employer considers lack of punctuality a serious performance issue.

If you are going to be late, or will not be available to commence your shift at the allocated time, you will need to notify your supervisor as soon as possible by telephone. A minimum of one (1) hours' notice is expected.

If you need to leave work for any reason, you will need to seek approval from your Supervisor/ Manager before leaving. Personal activities such as dentist appointments should be made out of work hours except in extreme circumstances.

If you sleep in and will not be available to commence your shift at the allocated time, you will receive a warning and disciplinary action may be taken. Repeated sleep ins may result in further disciplinary action and may escalate to the termination of your employment.

2.4 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.

2.5 TRAINING AGREEMENT

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

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

2.6 INDUCTION

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

2.7 JOB DESCRIPTION

Amendments may be made to your job description from time to time in relation to the Employer's changing needs and your own ability.

2.8 PERFORMANCE AND REVIEW

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

2.9 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.

2.10 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.

2.11 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.

2.12 CONVICTIONS AND OFFENCES

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

3 REMUNERATION AND HOURS

3.1 ADMINISTRATION

i) Payment

Wages are processed weekly and will normally arrive in your bank account by 2 business days, depending on your bank.

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, superannuation and other agreed deductions.

Any pay queries that you may have should be raised with management.

ii) Overpayments

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

iii) Overtime

Any hours that exceed the ordinary agreed hours must be approved, in writing, by management prior to being worked. You will not be paid any overtime unless this approval has been provided.

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

Where you feel that additional hours are outside your normal duties, you are responsible for ensuring that any additional hours are pre-approved by management as overtime. If additional hours are not approved in advance as overtime, these will not be paid by the Employer.

iv) Pay reviews

Pay is reviewed annually and increased in accordance with any minimum wage or award requirement. However, there is no guarantee of an increase in your pay as a result of any review.

3.2 SUPERANNUATION

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

3.3 LATENESS/ABSENTEEISM

You must attend work punctually at the time(s) specified in your contract of employment or as otherwise agreed. You are required to comply strictly with any time recording procedures relating to your work. 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, the Employer 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.

3.4 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.

3.5 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.

3.6 STAND DOWN

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

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

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

4 ANNUAL LEAVE

4.1 ANNUAL HOLIDAYS

You are entitled to accrue annual leave in accordance with the National Employment Standards (**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 **Annual Leave Request Form** and have it signed by management before you make any firm holiday arrangements.

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

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

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.

4.2 PUBLIC HOLIDAYS

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

5 PERSONAL LEAVE

5.1 ENTITLEMENTS

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

Paid personal leave accrues over the course of your employment.

Employees (other than casuals) will accrue up to ten days of paid personal/carer's leave for each year of continuous service in accordance with the provisions of the Fair Work Act 2009.

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

You are entitled to take personal leave:

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

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

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

An immediate family member is a:

- spouse;
- de facto partner;
- child;
- parent;
- grandparent;
- grandchild;

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

A household member is any person who lives with you.

5.2 NOTIFICATION OF PERSONAL (SICK) LEAVE

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

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

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

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

5.3 EVIDENCE OF INCAPACITY

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:

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

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

5.4 RETURN TO WORK

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

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

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

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

5.5 GENERAL

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

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

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

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

6 OTHER LEAVE

6.1 PARENTAL LEAVE

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

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

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

Leave is available only to the primary caregiver of the child, except at the birth of the child where the other parent is entitled to 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:

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

6.3 LONG SERVICE LEAVE

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

6.4 COMMUNITY SERVICE LEAVE

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

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

6.5 FAMILY AND DOMESTIC VIOLENCE LEAVE

You are entitled to five days of unpaid family and domestic violence leave per annum.

This leave is available to you if you are experiencing violent, threatening or other abusive behaviour by a family member that seeks to coerce or control you and that causes you harm or fear. The leave can be taken where you need to do something to deal with this impact of this, and it is impractical to do so outside of your ordinary hours of work. For example, you may take this leave to:

- make arrangements for your safety, or the safety of a family member (including relocation)
- attend urgent court hearings or
- access police services.

For the purposes of this leave entitlement, family member includes:

- your spouse, de facto partner (including a former spouse or de facto partner), child, parent, grandparent, grandchild or sibling
- a child, parent, grandparent, grandchild or sibling of your spouse or de facto partner, or

- a person related to you according to Aboriginal or Torres Strait Islander kinship rules.

Your entitlement to family and domestic violence leave will reset to five days on the anniversary of your commencement each year.

When you wish to take this leave, you are required to provide the Employer with notice as soon as reasonably practicable and advise of the period (or expected period) of the leave.

The Employer may require you to provide evidence that the leave will be, or was, taken for the purposes as outlined in this policy. Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

The Employer will ensure, as far as reasonably practicable, that steps are taken to safeguard any information disclosed by yourself concerning family and domestic violence leave. This information will be kept confidential to the extent permitted by law. This policy does not override any legal obligations to disclose information.

6.6 TIME OFF

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

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

7 SAFEGUARDS

7.1 RIGHTS OF SEARCH

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

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

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

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

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

7.2 IT AND COMPUTER POLICY

i) Virus protection

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

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

ii) Use of computer equipment

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

- the introduction of new software and applications must first of all be checked and authorised by management before general use will be permitted;
- only authorised employees are permitted access to the Employer's computer equipment;
- only software that is used for business applications may be used on the Employer's computer equipment;
- no software may be brought onto or taken from the Employer's premises without prior authorisation;

- unauthorised access to computing facilities will result in disciplinary action up to and including termination; 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.

The access of use of the internet or other social media through Company connections or equipment is solely for business purposes. Anyone who utilises the Company connection must ensure it is used for Company commercial purposes only and in an appropriate and legal manner.

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.

All persons accessing or using Company internet connections or company equipment, whether from a company location or from a remote location are prohibited from using such connections or equipment or other than business purposes and are specifically restricted from:

- Sending or receiving personal messages;
- Re sending jokes or messages that may be deemed racist, sexist, inflammatory, hateful or obscene;
- Using the internet for commercial, advertising or similar objectives;
- Accessing pornographic or obscene material;
- Accessing online gambling sites;
- Lobbying for political purposes or soliciting votes;
- Vandalising software, data or equipment;
- Sending or receiving other persons messages without specific permission;
- 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;
- engaging in computer hacking and other related activities or attempting to disable or compromise the security of information contained on the Employer's computers.

The Company has the right to revoke the internet access or use of any person who uses the Company connections or equipment in an inappropriate, abusive or illegal manner, or in violation of the Company's policy or in breach of local, state or federal law.

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 (e.g. social invitations, personal messages, jokes, cartoons, chain letters or other private matters);
- on-line gambling;

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

v) Monitoring

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

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

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

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

For the avoidance of doubt, the Employer reserve the right to monitor all internet and email activity by you for the purposes of ensuring compliance with the Employer's policies and procedures and for ensuring compliance with the relevant regulatory requirements and you hereby consent to such monitoring. Information acquired through such monitoring may be used as evidence in disciplinary proceedings.

7.3 SOCIAL MEDIA

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

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

To protect the mutual interest of all involved, work related matters must not be placed on social media at any time either during or outside of working hours and this includes access via any mobile computer equipment,

including mobile phone or other devices unless approved in advance. Work-related usually means that the Employer, its clients, suppliers, employees, contractors or any other associated parties can be identified and be in some way connected back to your relationship with the Employer.

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

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

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

7.4 DEVICE USAGE AND TRACKING

This policy is in reference only to company mobile phones, and their use in conjunction with the Transvirtual Application.

Kingaroy Couriers/Cox Enterprises through the use of company owned assets and mobile phone devices have the ability and reserve the right to track, collect and store data in relation to daily operations.

As part of daily prestart employees must turn on their assigned mobile device, and log in to the Transvirtual Application, where they will be prompted to answer a 'Fit for duty' questionnaire, and a weekly vehicle inspection.

Any checks or questionnaires must be completed when prompted, and to the best ability of the employee. If the employee is unsure on how to answer a question, they are to seek assistance.

Employees are not to disable, turn off, impede, block or tamper with any hardware or software at any point during their shift. Devices are to remain on for the entirety of the shift.

Employees may leave the device within to confides of a vehicle or workspace (so long as it is secured) during their specified breaks.

For ease of work practice, devices can be paired to Bluetooth accessories if accessible or available.

Kingaroy Couriers/Cox Enterprises has a strict no personal business on company phones policy, (excluding emergencies) Personal Business is considered to include but not limited to messages, messaging apps, phone calls, emails, banking, social media platforms. This is for security of both the employee and employer. At no stage will Kingaroy Couriers/Cox Enterprises be liable for employees cyber or personal security if this policy is breached.

At the end of an employees shift, devices are to be logged off, turned off and placed on charge if required.

i) Why Is tracking in the best interest for the business and employee?

- Live tracking for customer service ETAs;
- Less phone calls to drivers (increased safety and increased work output);
- Allows emergency response initiation if employee is unresponsive to calls or unchanged status of jobs;
- Smoother business operation by way of job despatch;
- Increased volume of data and information for comprehensive business analysis.

ii) The Nature of the tracking device

The tracking information is collected and transmitted by the mobile device and Sim card.

iii) What data is collected and stored

Only your name is stored within the system to give you a login. A copy of your driver license (which is a legal requirement for business operation) is stored which enables the system to validate that it has not expired.

GPS information is collected and stored within the Transvirtual platform. GPS information pieces together numerous coordinates logged throughout out the day for visibility on a number of different indicators, e.g. the location when a delivery was completed, the speed at which a vehicle was travelling, the route a vehicle has taken, how long a vehicle was stationary, the time and date a delivery was attempted.

Other information captured and stored are messages, notes, proof of deliveries, photographs, extra charges, and phone calls.

iv) How the data will be used

The data collected will assist primarily in ensuring compliance with laws and regulation (particularly heavy vehicle fatigue management, and speeding), customer service, safety of employees, and business KPI's

v) How is the data secured?

All information in relation to business is stored within the Transvirtual system, encryption and security is handled and outlined within their policy statements.

<https://www.transvirtual.com.au/Public/Policy/Privacy>

<https://www.transvirtual.com.au/Public/Policy/DataStorage>

vi) Who has access to the data or information?

Post-dated GPS information is only accessible by management, and supervisors. Current locations and all other delivery related information is viewable by admin staff.

We urge drivers to use these devices provided to contact the office if required. **DO NOT** provide the phone number to any customers; provide them with 1300 918 679 for Kingaroy Couriers, or 07 5428 3299 for Cox Enterprises, alternatively; for major transports companied (Toll, Direct, Allied etc.) refer them to the respective companies website.

7.5 SURVEILLANCE

The Employer may install and/or use video surveillance (CCTV) in and around the Employer's premises. 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.

All cameras are visible and will not be located in change rooms or bathrooms.

7.6 CASH HANDLING/TILL PROCEDURES

You must check your float at the beginning of your shift.

Any discrepancies must be reported immediately to management. Under no circumstances should any cash be removed from the till other than as change for purchases or to transfer cash from the till as instructed by your manager.

It is strictly forbidden to amend the pricing of any items without permission from your manager. All discrepancies must be recorded and initialled

All required paperwork and payments/money must be returned to the office at the end of each day or when advised, and discussed with the manager. You are responsible for the security of all payments and money until handed to management. When submitting payments/money, you must adhere to all of the Employer's invoicing and payment procedures.

8 STANDARDS

8.1 BEHAVIOUR AT WORK

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

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

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

8.2 CUSTOMER SERVICE EXPECTATIONS

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

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

This list is not exhaustive.

8.3 FRIENDS AND FAMILY IN THE WORKPLACE

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

8.4 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 Employer.

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 has the contractual right 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. You should wear clothes appropriate to your job responsibilities, and they should be kept clean and tidy at all times. The Employer expects all employees to 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 personal protective equipment issued to you. Failure to return your uniform and personal protective equipment within seven days will result in the cost of the items being deducted from any monies outstanding to you.

More specifically you must ensure that you comply with the following specific requirements:

i) Sun Protection

The Company recognises that exposure to ultraviolet radiation (UVR) from the sun can contribute to such conditions as sunburn, eye damage, premature aging, sun spots and skin cancers.

You must protect yourself from UV radiation when working outdoors, including when driving company vehicles and in and out of properties, or the employers location as your role requires. Hats, sunglasses and broad spectrum sunscreen must always be used on all exposed skin areas. Sunscreen must be re-applied every two hours, or as specified with the manufacturer.

Medical experts advise that sun exposed workers should perform regular self-examinations of their skin, particularly those parts exposed to the sun eg face, neck, ears, arms and hands. Employees should consult their doctor if there are any spots or lumps that are new or have changed colour, size or shape or a change in freckle or mole is detected.

ii) Standard of Dress

As a guide, the following would be considered inappropriate attire at all times:

- thongs/flip flops, casual sandals;
- singlets, midriff tops;
- track pants, hiking gear;
- miniskirts or shorts;
- gym gear;
- ripped or dirty clothes;

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 AND PROCEDURES

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.

9.3 CONFLICT OF INTEREST

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

9.4 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.

9.5 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.

9.6 MOBILE PHONES AND OTHER DEVICES

i. Mobile Phone Use- Personal Phones and Music Devices

Personal/ Employee mobile phones, MP3 players including iPods (using earpieces or headsets) are not to be used whilst on Company premises/ grounds or whilst performing tasks/ duties associated with assigned employment requirements. This applies during all assigned employment hours/ shifts.

Due to OH&S and legislative requirements and the perceived Company image, this relates to the following:

- Driving a company vehicle
- Making deliveries or pickups
- Carrying out assigned duties on Company grounds (eg forklift, loading/ unloading etc)

ii. Mobile phone use- Company Phones

The mobile phones supplied in Company vehicles are for use during your normal days' work for the purpose of work-related communication only. For this reason, each delivery/ pickup run will be allocated certain phone numbers that relate directly to requirements for that run. For example, general city driver may need to phone receiving Company to advise them of quantities and times.

If you have to call customers on a regular basis, please advise Branch Manager of their name and number so they can be added to your lists.

In case of emergencies or accidents when the phone is used for other purposes this must be documented on the daily vehicle report for confirmation when we check our account.

Violations of this policy may be subject to disciplinary action and or legal action/ cost recovery. If you have any questions or concerns please discuss them with your Branch Manager.

9.7 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.

10 WHISTLEBLOWER POLICY

10.1 INTRODUCTION

The *Corporations Act 2001 (Cth)* provides protections for certain types of persons that make a disclosure of Reportable Conduct. This policy has been put in place to ensure employees and other Disclosers can raise concerns regarding any misconduct or improper state of affairs or circumstances of the Employer (including any related entities of the Employer) (**the Employer**) without being subject to victimisation, harassment or discriminatory treatment.

10.2 WHO DOES THIS POLICY APPLY TO?

The protections in this policy apply to Disclosers, which means anyone who is, or has been, any of the following with respect to the Employer:

- employee
- director
- officer
- contractor (including employees of a contractor)
- supplier (including employees of suppliers)
- associate
- consultant, or
- a relative, dependant, spouse, or dependant of a spouse of any of the above.

The protections in this policy will also apply to any person who has made a disclosure of information relating to the Employer to a legal practitioner for the purpose of obtaining legal advice or legal representation in relation to whistleblowing protection laws.

10.3 REPORTABLE CONDUCT

Reportable Conduct is conduct which involves:

- dishonest behaviour
- fraudulent activity
- unlawful, corrupt or unethical use of company funds or practices

- improper or misleading accounting or financial reporting practices
- behaviour that is oppressive, discriminatory or grossly negligent
- unsafe work practices
- a serious risk to the health and safety of any person at the workplace
- a serious risk to public health, public safety or the environment, or
- behaviour which may cause financial loss to the Employer, damage its reputation or be otherwise detrimental to the Employer's interests.

Personal work-related grievances regarding matters such as an interpersonal conflict with the Discloser and another employee or a business decision relating to an engagement, transfer, promotion, terms and conditions, suspension or termination of the Discloser's employment typically fall outside this policy and should be raised in accordance with the relevant employee grievance policy that applies. An exception to this is where a personal work-related grievance is related to detrimental treatment taken against the Discloser because the Discloser has made (or is suspected of making) a disclosure under this policy, or because the Discloser proposes to (or could) make a disclosure under this policy.

10.4 RESPONSIBILITY TO REPORT

The Employer relies on its employees and Disclosers to maintain its culture of honest and ethical behaviour. To this end, it is expected that any Discloser who becomes aware of Reportable Conduct will make a formal report.

10.5 HOW TO REPORT

Employees of the Employer should initially report the Reportable Conduct to their relevant Senior Manager by telephone or email.

If a Discloser is unable to use the above reporting channel, a report can be made to an Eligible Recipient within the Employer. Eligible Recipients in relation to the Employer are:

- directors
- officers
- senior managers or
- any appointed external auditor or actuary of the Employer.

Reports to an Eligible Recipient may be made in person or by telephone, and the Discloser must inform the Eligible Recipient that they wish to make a report under this policy.

10.6 INVESTIGATION OF REPORTABLE CONDUCT

Upon receiving a report, the relevant Senior Manager/s of the Employer will determine if the report relates to Reportable Conduct and, if so, the report will be investigated as appropriate. The investigation may be conducted internally or via an externally appointed investigator.

The particular investigation process and enquiries will be determined by the nature and substance of the report. All investigations will be conducted in an objective and fair manner, and will be reasonable and appropriate having regard to the nature of the Reportable Conduct and the circumstances.

Where a Discloser wishes to remain anonymous, the Discloser's identity will not be disclosed to the investigator or to any other person. Information that is likely to lead to the identification of the Discloser can be disclosed without the Discloser's consent, provided that:

- the disclosure of the confidential information is reasonably necessary for the purposes of investigating the conduct disclosed by the Discloser, and
- all reasonable steps are taken to reduce the risk that the Discloser will be identified.

Where appropriate, the Eligible Recipient or appointed investigator will provide feedback to the Discloser regarding the investigation's progress and/or outcome. This will be subject to privacy and confidentiality considerations.

10.7 CONFIDENTIAL REPORTING

All reasonable steps will be taken to protect a Discloser's identity following a report of any matter that is considered Reportable Conduct.

Information about a Discloser's identity and information that is likely to lead to the identification of the Discloser may be disclosed in the following circumstances:

- where the information is disclosed to ASIC, APRA or the Australian Federal Police
- where the information is disclosed to a legal practitioner for the purpose of obtaining legal advice in relation to the operation of applicable whistleblowing protection laws, or
- where the Discloser consents.

All information, files and records that form part of an investigation into Reportable Conduct will be retained securely.

10.8 PROTECTIONS AND SUPPORT AVAILABLE TO DISCLOSERS

A Discloser will not be subject to any civil, criminal or disciplinary action for making a report that is covered by this policy, or for participating in any subsequent investigation by the Employer.

The Employer will not tolerate any retaliation against any Discloser. Retaliation occurs where a person causes or threatens detrimental treatment to another person as a result of making a report of Reportable Conduct. Detrimental treatment may include, but is not limited to:

- dismissal
- injury of an employee in their employment
- alteration of an employee's position or duties to their disadvantage
- discrimination between an employee and other employees of the same employer
- harassment or intimidation of a person
- damage to a person's property
- damage to a person's reputation
- damage to a person's business or financial position, or
- any other damage to a person.

Detrimental treatment by any employee will be deemed a serious breach of this policy and may result in disciplinary action up to and including termination of employment. Retaliatory conduct may also attract civil or criminal liability.

The Employer will connect the Discloser with internal and external support providers as necessary.

10.9 AMENDMENT AND AVAILABILITY OF THIS POLICY

This policy, as it is amended from time to time, will be made available to you.

11 CAPABILITY PROCEDURE

11.1 INTRODUCTION

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.

11.2 JOB CHANGES/GENERAL CAPABILITY ISSUES

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

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

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

11.3 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 the Employer in your current role or, where circumstances permit, in a more suitable role.

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

11.4 SHORT SERVICE EMPLOYEES

We retain discretion in respect of the capability procedures to take account of your length of service and 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 hearing.

12 DISCIPLINARY PROCEDURE

12.1 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.

12.2 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.

12.3 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;
- providing false documentation of any type;
- 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;
- making false workers compensation claims;
- disclosing information about the company, its clients and its trade practices;
- failure to carry out all reasonable instructions or follow our rules and procedures;
- unauthorised use or negligent damage or loss of our property;
- failure to report immediately any damage to property or premises caused by you;
- 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; and
- loss of driving licence where driving on public roads forms an essential part of the duties of the role.

This list is not exhaustive.

12.4 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.

12.5 DISCIPLINARY PROCEDURE

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

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

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

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

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

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

12.6 DURATION OF WARNINGS

i) Formal verbal warning

A formal verbal warning will normally be disregarded for disciplinary purposes after a six month period.

ii) Written warning

A written warning will normally be disregarded for disciplinary purposes after a 12 month period.

iii) Final written warning

A final written warning will normally be disregarded for disciplinary purposes after an 18 month period.

12.7 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.

13 GRIEVANCE PROCEDURE

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.

14 PRIVACY POLICY

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.

14.1 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.

14.2 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.

14.3 BREACH

Any action in breach of this policy may result in disciplinary action being taken.

15 EQUAL OPPORTUNITIES POLICY AND ANTI-DISCRIMINATION

15.1 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.

15.2 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.

16 MOTOR VEHICLES

16.1 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

An employee is required to hold a current valid driver's license for the appropriate class of vehicle to be driven and employment will be terminated if it is not maintained.

16.2 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 restrains provided.

16.3 USE OF MOBILE PHONE WHILE OPERATING A MOTOR VEHICLE

You must operate motor vehicles 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).

16.4 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.

16.5 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 reported to a Supervisor or Manager as soon as practicable, 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.

In the event of a serious fault in any vehicle being identified which may risk the health, safety and wellbeing of the operator or any member of the public, that vehicle will be removed from the fleet and tagged as unusable until repairs are conducted.

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.

Failure to adequately clean the vehicle may mean you are subject to the cost of the valet being deducted from your pay.

The Employer's vehicles are to be maintained to the pre-determined regular service intervals as recommended by the manufacturer.

16.6 DAILY VEHICLE REPORT

At the end of your run, all drivers are required to fuel and check all fluid levels in addition to carrying out another visual inspection of the vehicle used, and complete in full, a Daily Vehicle Report for each vehicle driven. Should there be any fault with vehicle, the report must be handed to your Manager/ Supervisor at time of Driver Audit.

16.7 FUEL / FUEL CARDS

Unless contrary arrangements exist in writing, we will only reimburse you for fuel and oil used on Employer business. Claims must be submitted on a report sheet, signed by you and accompanied by receipts. All receipts should be itemised, and a deduction shown for that part of the fuel attributable to private use.

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.

16.8 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 deduct the cost from any monies owing to you.

16.9 TOLLS / TAGS

Unless contrary arrangements exist in writing, the Employer will only reimburse you for road pass/tolls/tags used on Employer business. Any use of a toll road pass/tag outside of work may result in the amount of the toll being deducted from your wage.

16.10 INCIDENT PROCEDURE

Any incident involving a Company vehicle should be immediately reported to your Supervisor/ Manager together with all relevant information. If no other vehicle is involved, the time and details of the incident are to be reported on the Vehicle Incident Report which is in your manual. This should be filled in before leaving the

scene of the incident and given to your Branch Manager/ Supervisor on return to the depot. Photos of all damage/ impact points must be taken prior to leaving the incident location

16.11 VEHICLE ACCIDENTS

Any accident involving a Company vehicle should be immediately reported to your Supervisor/ Manager together with all relevant information. This includes the name and license number of the other driver and the registration number of any other vehicle involved. The Vehicle Accident Report in your manual should be filled in before leaving the scene of the accident and given to your Branch Manager/ Supervisor on return to the depot.

Photos of all damage (and general condition of 3rd party vehicle) must be taken prior to leaving the accident site.

Never admit liability and should there be any dispute, consult your Supervisor/ Manager for instruction.

An employee involved in an 'at fault' accident will be issued with a warning letter. An employee may be terminated after repeated 'at fault' accidents.

16.12 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.

16.13 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.

16.14 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.

16.15 LOAD RESTRAINT POLICY

All freight transported and distributed must be restrained to comply with load restraint legislation and to minimise damage caused to freight through movement in transit. You have responsibilities to:

- ensure a load on a vehicle is not placed in any way that makes the vehicle unstable or unsafe;
- ensure a load on a vehicle is secured so that it is unlikely to fall or be dislodged from the vehicle;
- ensure an appropriate method is used to restrain the load on the vehicle;
- position the load correctly;
- use good quality restraint equipment in good condition;
- check your load restraint immediately before leaving and during your trip;
- be aware of different conditions when you are carrying certain types of loads;
- unload safely.

Failure to restrain a load correctly on or in a vehicle may result in disciplinary/legal action being taken against any persons involved. Everyday driving manoeuvres can involve heavy braking or cornering forces. Without sufficient restraint to counteract these forces, loads can fall from vehicles or shift causing loss of steering control and potentially catastrophic results.

17 GENERAL WORKPLACE PROCEDURES

17.1 INTRODUCTION

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

17.2 GENERAL

Management and employees alike must ensure:

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

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

17.3 HOUSEKEEPING

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

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

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

17.4 HYGIENE

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

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

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

17.5 FITNESS FOR WORK

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

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

18 BULLYING AND HARASSMENT

18.1 INTRODUCTION

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

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

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

18.2 HARASSMENT

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

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

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

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

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

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

These examples are not exhaustive and disciplinary action at the appropriate level will be taken against employees committing any form of harassment. Appropriate action in relation to an employee will include disciplinary action in accordance with the Employer's disciplinary and disciplinary termination procedure. For other workers, appropriate action may include termination of their engagement with the Employer.

18.3 BULLYING

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

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

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

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

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

These examples are not exhaustive and disciplinary action at the appropriate level will be taken against employees committing any form of bullying. Appropriate action in relation to an employee will include disciplinary action in accordance with the Employer's disciplinary and disciplinary termination procedure. For other workers, appropriate action may include termination of their engagement with the Employer.

18.4 REASONABLE MANAGEMENT ACTION TAKEN IN A REASONABLE WAY

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

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

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

18.5 BULLYING AND HARASSMENT COMPLAINT PROCEDURES

i) Informal complaint

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

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

ii) Formal complaint

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

- the name of the alleged bully or harasser
- the nature of the alleged incident of bullying or harassment
- the dates and times when the alleged incident of bullying or harassment occurred
- the names of any witnesses and

- any action already taken by you to stop the alleged bullying or harassment.

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

The person dealing with the complaint will invite you to attend a meeting, at a reasonable time and location, to discuss the matter and carry out a thorough investigation. You have the right to be accompanied at such a meeting by your confidential helper or another work colleague of your choice and you must take all reasonable steps to attend. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter.

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

18.6 GENERAL NOTES

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

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

19 DRUGS AND ALCOHOL

19.1 ZERO TOLERANCE POLICY

The use of drugs or alcohol jeopardises a safe workplace. Our commitment is aimed at preventing or minimising any risk of injury or harm to the health and safety of the public, our workers, or others at the workplace at the workplace, from the use of alcohol and drugs. The Employer has a zero tolerance policy with regard to drugs and alcohol and the workplace. Workers are not permitted to work while under the influence of drugs or alcohol.

An employee who is required to drive in the course of their employment must have a zero blood alcohol reading when on duty. If an employee is tested by Tasmania Police or any other authorised body and found to have a reading other than zero or fails the standard saliva test for drugs, their employment will be terminated.

Non-compliance with this policy and any associated procedure by employees may result in disciplinary action up to and including termination. Non-compliance by other workers may also result appropriate action up to and including termination of their engagement with the Employer.

The Employer recognises alcohol and other drug dependencies as treatable conditions, and encourages those persons who may be subject to such dependency to seek assistance from appropriate Employers or support groups.

Workers and visitors must not be adversely affected by drugs or alcohol at work or while at work functions, and must at all times be fit to perform their work safely.

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

The key points of the policy are:

- The possession, soliciting, selling, distribution or consumption of illicit or non-prescribed drugs are prohibited;
- Employees must not be under the influence of illicit, prescribed or non-prescribed drugs or alcohol and adopts a Zero Tolerance policy to the use of illicit drugs or alcohol in the work environment and will ensure strict compliance to state and territory laws;
- In circumstances where a workers behaviour or conduct may involve a breach of any Australian law, the Company may notify the police or any other relevant government authority;
- Random drug and alcohol testing may be undertaken from time to time at managements discretion

19.2 PRESCRIBED MEDICATION

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

19.3 SCREENING

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

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

- are removed from the workplace due to impairment or reasonable suspicion of impairment;
- return a positive result following testing;
- return a blood alcohol level of more than 0.00 or the equivalent in urine or breath samples;
- refuse reasonable direction to undertake drug and alcohol screening; or
- are in possession of illegal drugs for supply or consumption in the workplace or Employer vehicles.

This list is not exhaustive.

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

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

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

19.4 NO SMOKING POLICY

The Company will strictly adhere to these policies and subsequently this will be a SMOKE FREE WORKPLACE

Smoking will NOT be permitted:

- on Company premises (unless in the designated area);
- in Company vehicles;
- on our clients premises;
- whilst in Company uniform, representing this Company.

Smoking during Company hours is not permitted

Any person found to be in breach of this policy will be subject to disciplinary action and could face prosecution.

We look forward to your full cooperation in this matter.

This summary is supported by the Company's Non-Smoking Policy that is available on request from your Manager.

20 TERMINATION OF EMPLOYMENT

20.1 RESIGNATIONS

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

20.2 FAILURE TO PROVIDE REQUIRED NOTICE

If you terminate your employment without providing the required period of notice, you may not be entitled to your full termination pay. Depending on the terms of your employment contract and any other terms governing your employment relationship, an amount may be withheld from your termination pay that is equivalent to all or part of the notice not provided.

20.3 RETURN OF EMPLOYER PROPERTY

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

All Employer property should be returned to management.

20.4 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.

20.5 GARDEN LEAVE

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

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

21 WORKPLACE HEALTH AND SAFETY

21.1 INTRODUCTION

All employees:

- must observe the Company's safety rules and notify the appointed supervisor in respect to any safety procedure or matter not fully understood
- must report any safety hazard within their work area or malfunction of any machinery, plant or equipment to the appointed supervisor
- must conform to all written and verbal instructions regarding safety procedures given to them to ensure their personal safety and the safety of others
- must use all safety equipment and/or protective clothing, as may be provided and directed, including the wearing of safety vests in restricted areas and security identification tag while on Company premises or on Company business
- must not attempt to lift, carry or move any article which due to its size shape or weight would be likely to cause injury. Should an item exceed your deemed safe size/ weight you should seek assistance from the appointed supervisor
- must know and understand the position of fire alarms and fire equipment and know and understand fire evacuation procedures
- must be aware of the location of the emergency assembly point and the best way to get there in the case of an emergency

In addition to the above responsibilities, the Tasmanian Health and Safety Act of 2013 places legal duties and statutory responsibilities on all employees. These are that an employee shall take reasonable care:

- to protect his or her own health and safety at work
- to avoid adversely affecting the health or safety of any other person through any act or omission at work
- to use any equipment provided for health and safety purposes, including the mandatory wearing of security identification tags at all times
- obey any reasonable instruction that his or her employer may give in relation to health or safety at work
- ensure that he/ she is not, by the consumption of alcohol or drugs, in such a state as to endanger his/her own safety at work or the safety of any other person at work

- must be aware of and adhere to the Company's policies and procedures in all aspects of the Company's operation

21.2 OUR VALUES

The Company philosophy is that:

“Care is the first step to safety and success”

The Managing Director and Senior Management Team regard employee occupational health and safety as a major management responsibility of the Company.

21.3 OUR COMMITMENT

It is the policy of the Company in the interest of all employees to provide, maintain and always endeavour to improve the standard health and safety in all our working activities.

The Company places a strong emphasis on providing and maintaining, so far as is reasonably practicable, a working environment that is safe and without risks to health. All policies and operational decisions are made in accordance with the relevant State/ Territory Occupational Health and Safety Acts.

The Company has an ongoing commitment to encouraging consultation and cooperation between management and employees.

As far as reasonably practicable, the Company commits to:

- providing a safe workplace and working conditions;
- ensuring compliance with legislative requirements and current industry standards;
- sharing health and safety information and improvement ideas through the organisation;
- identifying, assessing and eliminating or reducing risks to health and safety;
- providing and maintaining safe road vehicles, equipment and systems of work for all our employees;
- providing information, instruction, training and supervision to employees, subcontractors/ contractors and customers to ensure their safety and take all practical steps to avoid accidents;
- providing support and assistance to employees and opportunities to be involved in consultation on safety issues;
- regarding all industrial accidents as preventable;
- providing suitable workplace based rehabilitation where possible in accordance with the return to work program policy and procedure.

22 REHABILITATION POLICY

The Company is committed to providing a rehabilitation process in accordance with a workplace based rehabilitation and return to work program whilst meeting our legislative obligations.

All staff are required to participate in the program to assist in an early return to work and rehabilitation.

The rehabilitation program will commence as soon as it is practicable following an injury and will take into account medical guidance and constraints in developing the rehabilitation and return to work program.

It is the aim of all parties that participation will lead to a resumption of pre injury duties. If this is not achieved then re training or re deployment either within the company or externally may eventuate.

The rehabilitation plan will:

- aim to achieve the safe and timely return to work through early and consultative intervention;
- ensure claims management is equitable;
- commit to providing suitable workplace duties taking into account medical constraints where ever possible;
- ensure all parties understand their responsibilities in the return to work process;
- ensure ongoing communication is undertaken so meaningful connection with the workplace is maintained;
- ensure confidentiality of all information;
- ensure all parties are focused on the required outcome of the rehabilitation plan and regular updates are undertaken with all stakeholders.

The Company Management Team are responsible for the correct implementation and management of this policy.

23 ENVIRONMENTAL POLICY

This policy covers all Company activities that impact on the environment that we live and work in.

The Company will work towards ensuring that we:

- comply with environmental laws and regulations;
- are committed to ongoing sustainable management of our environmental impacts;
- aim to minimise our impact on the communal environment;
- strive to develop a culture focused on environmental issues and the future of our environment;
- where appropriate, develop strategies directed at reducing emissions, minimising the use of energy and managing waste;
- reduce waste, minimise any lifecycle impacts and meet community aspirations for a sustainable future.

Our primary goal is to engage with all our business stakeholders to continually develop improved, sustainable environmental practices.

On all company premises, particular attention will be given to the storage and transport of dangerous goods, containment of runoff from workshops and wash down areas, and the safety and integrity of underground fuel tanks (where applicable).

The Company is mindful of the effect of heavy vehicles on the environment, hence promoting a policy of regular maintenance and monitoring of emissions for company vehicles.

The Company is committed to use natural resources responsibly and minimise the environmental impacts of our manufacturing process. To this end, we will:

Communicate this policy and the environmental management system to all employees, contractors and other stakeholders as well as making this policy available to the general public. Continually improve performance through training, management review, research and development and consultation with the community

24 ACKNOWLEDGEMENT FORM

I _____ (please print name) acknowledge that I received a copy of this Cox Enterprises (QLD) Pty Ltd Employee Handbook and that I have read and understood it.

I agree to comply with the policies and procedures applicable to me contained within this Cox Enterprises (QLD) Pty Ltd Employee Handbook.

Signed:

Dated: