



The Lucy Rose Clinic

INTEGRATIVE HEALTH SOLUTIONS

The Lucy Rose Clinic Employee Handbook

September 2023

Congratulations on your appointment and welcome to the team at The Lucy Rose Clinic!

We are excited that you have decided to join us and look forward to a long, happy and successful partnership together. Our business is primarily about using integrative health solutions to transform a patient's quality of life.

Australia is currently in an age of a thyroid epidemic. Nearly 40 per cent of Australian women suffer from a thyroid condition, and we exist to help them by ensuring exceptional customer service, outstanding practitioner care and thorough treatment protocols.

You have been hired because we believe you can help us to deliver these high levels of customer satisfaction.

We want to ensure that your interactions with other Lucy Rose Clinic employees and our customers will reflect the value that Lucy Rose places on patient care and trust.

The purpose of this handbook is to introduce you to The Lucy Rose Clinic and give you some information about our history, our clients and what we do.

You will also find information about our terms and conditions of employment, our expectations around your behaviour and our policies and procedures, this is in conjunction with your Contract of Employment.

This handbook is by no means an exhaustive guide to your employment with us. It has been developed to act as a resource and reference for you.

This document may be updated as required as our business evolves and grows. You will be notified of any changes as they occur.

If you have any questions about the content please do not hesitate to contact your manager.

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1. Mission and Vision Statements

OUR MISSION

We help people regain their health through evidence-based, in-depth assessment and personalised treatment that is focussed on delivering results.

OUR VISION

To be the world's leading integrative hormone and thyroid clinic by revolutionising the treatment of chronic health conditions.

2. Introduction

WELCOME

The Lucy Rose Clinic (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.

PURPOSE OF THE EMPLOYEE HANDBOOK

This Employee Handbook is designed both to introduce you to the Employer and to be of continuing use during your employment.

It sets out the Employer's rules and regulations, the policies and procedures relating to your employment and also contains information on some of the benefits that may be available to you. If you require any clarification or additional information please speak to your manager.

We ask that you read the contents of this Employee Handbook carefully.

PRINCIPLE OF EQUALITY

Please note that the Employer is committed to providing equal opportunities and the principle of equality in accordance with relevant legislative provisions. We expect your support in implementing these policies.

We will not condone 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 employees. Acts of unlawful discrimination, harassment or victimisation will result in disciplinary action.

GENERAL

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

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

3 BACKGROUND AND CULTURE OF THE COMPANY

At Lucy Rose we believe that our patients deserve the best possible care and support and so do our people.

We provide this through demonstrating our core values at all times. These values are who we are, and they guide our decision making. They are the unique differences that we provide to our patients and how we go about our work. They are what makes us special.

We role model these values in everything we do:

We are the experts, because we are always evolving, learning and improving

There is only one thing that is certain in life and that is change. We are the experts, and the way that we maintain that position is to be constantly evolving and moving with the times to make things better. Modern technology, medical advancement and changes in regulations are a given and we embrace them passionately.

We are excited about learning new things, so we can continue to grow and evolve not only to teach and help our patients, but also for ourselves.

We take ownership, and personal responsibility to be the best

We are the best at what we do. We can only achieve this if everyone takes full responsibility for their role. This requires each of us to be accountable for our role and ourselves so that we can work harmoniously together.

We are passionate about what we do, and we have fun doing it!

We have a true passion for helping people be healthy, happy and fulfilled. Given we spend lots of time at work it is very important to us that it is a pleasurable experience and we have fun.

We are a team and we support each other, together we make a difference

At the Lucy Rose Clinic we understand and value the collective knowledge and experience of the team. To provide the care and solutions to our patients requires everyone to play their role and for us all to work together to achieve the common goal. We appreciate our differences and support each other, building capability so we all succeed together.

We have compassion for our clients and team members and we love helping people

Compassion is the feeling that arises when you experience someone who is suffering coupled with the desire to relieve their suffering. Our customers can feel vulnerable, fearful and alone when they come to us. We help them succeed both physically as well as emotionally by demonstrating kindness, understanding and supporting them on their journey. This also extends to our team members and we behave with respect and compassion towards them at all times.

4 Joining the Employer

PROBATIONARY PERIOD

Your employment is subject to an initial probationary period, as set out in your contract of employment. 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 not up to the required standard, or you are considered to be 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.

EMPLOYEE TRAINING

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

INDUCTION

At the start of your employment, you are required to complete an induction programme, during which all of our policies and procedures (including Health and Safety) will be explained to you. Information relating to these will be given to you at the induction.

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.

JOB FLEXIBILITY

Whenever necessary, you will transfer to alternative departments or 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.

MOBILITY

It is a condition of your employment that you are prepared, whenever applicable, to travel to any other of our sites within a reasonable travelling distance. This mobility is essential to the smooth running of the Employer.

CONVICTIONS AND OFFENCES

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

5 Salaries and wages

ADMINISTRATION

Payment

You will be paid fortnightly by electronic funds transfer into your nominated bank account.

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.

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.

Tax

At the end of each tax year you will be given a summary statement showing the total pay you have received during that year and the amount of deductions for tax and other matters. You should keep this document in a safe place as you may need to produce them for tax purposes.

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.

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.

SUPERANNUATION

You will be paid superannuation in accordance with the Employer's statutory obligations.

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.

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.

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.

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.

6 Annual leave

ANNUAL HOLIDAYS

You are entitled to annual leave in accordance with the National Employment Standards (NES), unless otherwise stated 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.

You should 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.

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

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

All employees are required to accrue annual leave before it can be taken. Approval for annual leave is not guaranteed and is subject to operational requirements and the discretion of your manager. Employees should ensure they have sufficient annual leave accrued and request leave in a timely manner to allow for proper staffing and workflow management.

ANNUAL SHUTDOWN

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

It is the employer's expectation that you will reserve sufficient annual leave to cover any planned shutdowns. Where you find that you have insufficient annual leave to cover a shutdown, you should raise this with the employer so that options to manage your employment during the shutdown period can be explored and agreement reached regarding any solution.

PUBLIC HOLIDAYS

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

7 Personal leave

ENTITLEMENTS

You are entitled to be paid for personal leave in accordance with the NES, unless otherwise stated in your contract of employment.

Your entitlement to paid personal leave accrues over the course of your employment.

Full time employees are entitled to ten days of paid personal leave for each year of continuous service. Part time and fixed-term employees are entitled to this entitlement upon a pro-rata basis. Casual employees are not entitled to paid personal leave.

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

Unused leave will not be paid out on termination.

You are entitled to take personal leave:

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

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 the officer of the company in charge of this as per the company policies and procedures.

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.

EVIDENCE OF INCAPACITY

A doctor's certificate or statutory declaration is required for all personal leave, unless otherwise agreed by the Employer in specific circumstances.

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.

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.

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.

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.

8 Other Leave

PARENTAL LEAVE AND PAY

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 or placement of the child, are entitled to 12 months of unpaid parental leave. Casuals with at least 12 months of service on a regular and systematic basis with a reasonable expectation of continuing work with the Employer on a regular and systematic basis had it not been for the birth or adoption of the child are also entitled to unpaid parental leave. You may request up to an additional 12 months of leave which will only be refused by the Employer on reasonable business grounds after discussion with the Employer, a genuine attempt to reach an agreement about any extension, and consideration of the consequences of refusal for you. Any request to extend unpaid parental leave must be made to the Employer at least four weeks before the end of the available parental leave period.

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 12-month period.

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
- for a child born or adopted before 1 July 2023 - details of any parental leave your partner intends to take.

You may be entitled to government funded parental leave. For further details, eligibility criteria and to apply for this payment please refer to Services Australia. Please notify management if you require any assistance or document from the Employer in support of an application for government funded paid parental leave.

Child born or placed for adoption before 1 July 2023

You may take up to 30 days of your entitlement to parental leave as unpaid flexible parental leave. Flexible parental leave can be taken in a single continuous period of one or more days or separate periods of one or more days each. Flexible parental leave can be used in the 24-month period from the date of birth or placement of the child, you may not take flexible leave prior to the birth or placement of the child. Taking flexible parental leave will end your entitlement to take a continuous period of unpaid parental leave. Ten weeks' notice is required for either parental leave or flexible parental leave. This can be done in accordance with the Employer's parental leave notification form.

You may take up to eight weeks of unpaid parental leave at the same time as the other parent. Concurrent parental leave can be taken as one continuous period, separate periods of at least two weeks, or shorter separate periods as agreed with the Employer.

Child born or placed for adoption on or after 1 July 2023

You may take up to 100 days of your entitlement to parental leave as unpaid flexible parental leave. Flexible parental leave can be taken in a single continuous period of one or more days or separate periods of one or more days each. Flexible parental leave can be used in the 24-month period from the date of birth or placement of the child, or in the 6 weeks prior to the expected date of birth or placement of the child. Flexible parental leave can be taken before or after a single continuous period of leave but cannot be used to break up that continuous period. Ten weeks' notice is required for unpaid parental leave, or 4 weeks' notice for flexible parental leave. This can be done in accordance with the Employer's parental leave notification form.

COMPASSIONATE LEAVE

In accordance with the National Employment Standards in Australia, all our employees, including casual staff, are entitled to compassionate leave.

This leave allows our employees to deal with personal emergencies and bereavements, offering them the support they need during challenging times. It is our commitment to foster a supportive work environment that respects and acknowledges the personal circumstances of our team members.

Please note, the entitlements and specifics of compassionate leave may vary based on individual employee circumstances and the nature of the event.

For casual employees, compassionate leave is unpaid. Full time and part time employees are entitled to two days' paid compassionate leave for each occasion.

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.

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, jury service and volunteer fire fighting.

Other than for the first two weeks of jury service leave, where the Employer will top up the pay of a permanent employee, community service leave is unpaid.

You are entitled to ten days of paid 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 ten 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.

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.

9 Safeguards

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.

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 or internet downloads must not be used; and
- all software must be virus checked using standard testing procedures before being used.

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 must first of all be checked and authorised by management before general use will be permitted;
- only authorised staff 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 dismissal;
- unauthorised copying and/or removal of computer equipment and/or software will result in disciplinary action up to and including dismissal; and
- computer equipment, including laptops, desktops, tablets and mobile phone may not be removed from company premises without prior written approval.

Internet policy

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

Authorised staff are encouraged to make use of the internet as part of their professional activities. 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 dismissal.

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

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

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

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 dismissal.

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);
- 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;
- be aware that offers or contracts transmitted by email are as legally binding on the Employer as those sent on paper; and
- ensure that passwords are not sent across via email.
- 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;
 - posting confidential information about other employees, the Employer or its customers or suppliers; or
 - sending patients their medical results via email without the patient's written consent.

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 its 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, we 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.

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.

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. You are not permitted to take photos on any client site.

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

MOBILE PHONES AND OTHER DEVICES

The Employer's mobile phones, laptops and other tablet devices are to be used for business purposes and incidental reasonable personal use.

Any unauthorised personal use may be repayable by you and may result in disciplinary action up to and including dismissal. The Employer reserves the right to deduct the appropriate sums from your salary in the event that repayments are not made.

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

SURVEILLANCE

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

Surveillance may be conducted using:

internet usage recording devices, such as data capture, web browsing and email history captured on servers, and keystroke recognition

any form of visual recording devices including all types of camera, such as CCTV cameras

any form of audio recording devices and

electronic recording devices in any part of the workplace.

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

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

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

CASH HANDLING/TILL PROCEDURES - IF APPLICABLE

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.

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

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.

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.

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.

NON-DISPARAGEMENT

You must not at any time, either during your employment, or at any time after termination, disparage or otherwise make any statement, or permit or authorise any statement to be made, which is calculated or reasonably likely to damage the reputation or cause other damage to the Employer or any Associated Entity, or any of their respective employees or officers.

During the Term of this Agreement and thereafter, you shall not, and shall not authorise or permit any of your representatives to, directly or indirectly, make, express, transmit, speak, write, verbalise or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative towards, any of its services, operations, policies, practices or businesses or any of its directors, officers, affiliates, employees, agents or representatives, or that may damage any of their reputations or goodwill. Any breach of this clause may result in legal action for damages or other remedies as available under the law.

TRADE SECRETS

The Employee agrees that during the term of their employment and thereafter, they will not disclose any confidential information pertaining to the Employer's business, including but not limited to customer lists, trade secrets, intellectual property, business strategies, financial information, or any other information of a confidential nature that the Employee has obtained during their employment. The Employee acknowledges that all intellectual property rights, including but not limited to patents, copyrights, trademarks, and trade secrets related to the Employer's business, are the sole and exclusive property of the Employer. The Employee agrees not to assert any claims of ownership over any such intellectual property rights. Any creation, invention, design, or discovery (whether patentable or not) that the Employee makes during their employment will be the sole and exclusive property of the Employer. The Employee agrees to promptly disclose and assign to the Employer all right, title, and interest in and to such creations, inventions, designs, or discoveries.

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;
- 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; and

any loss to the Employer that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work, will render you liable to reimburse to us the full or part of the cost of the loss.

In the event of failure to pay, the Employer has the contractual right to deduct such costs from your pay.

DRESS AND APPEARANCE

It is important that you present a professional image with regard to your appearance and standards of dress at all times.

You should wear clothes appropriate to your job responsibilities, and they should be kept clean and tidy at all times.

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

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

You must ensure that any tattoos are fully covered and are not visible during your hours of work.

The Employer expects all employees to maintain excellent standards of personal hygiene at all times.

If you are in any doubt whether any aspect of your appearance or attire is appropriate for your job role you should contact management.

Zoom Background

In alignment with our corporate identity and professionalism, we require all staff members to use the supplied Zoom background during all Zoom meetings and consultations. This measure helps to maintain a consistent and professional image across all virtual interactions, enhancing our brand's visual coherence and presentation. The supplied Zoom background also ensures that the focus remains on you and the content of the meeting, eliminating any potential distractions from personal backgrounds. Furthermore, it provides a unified aesthetic that reinforces our company's identity and fosters a sense of belonging among team members.

CLEANLINESS

For the purposes of safety and appearance, work areas must be kept clean and tidy at all times.

11 Health, safety and welfare

SAFETY

You are entitled to a safe workplace. The health and safety of all employees, contractors and visitors are the highest priority and cannot be compromised.

You must not take any action that could threaten the health or safety of yourself, other employees, customers/clients or members of the public. At all times you must comply with any and all state and federal work health and safety laws and hygiene regulations. If you have any concerns about safety or hygiene in the workplace you should raise them directly with management without delay.

You should report all accidents and injuries at work, no matter how minor, via the Employer's incident reporting procedure.

You must ensure that you are aware of our fire and evacuation procedures and the action you should take in the event of such an emergency.

REFRESHMENT

The Employer provides refreshment making facilities for your use at head office, which must be kept clean and tidy at all times.

HYGIENE

At our organisation, we believe that maintaining a high standard of personal hygiene is not only crucial for your own health but also significantly contributes to a healthy, professional, and respectful work environment.

- Personal Cleanliness: We encourage all employees to maintain a high level of personal cleanliness. Regular bathing, oral hygiene, clean clothes, and general grooming are expected of all staff members.
- Hand Hygiene: Handwashing is one of the most effective ways to prevent the spread of diseases. Employees are expected to wash their hands regularly, especially before meals, after using the restroom, and after coughing, sneezing, or blowing one's nose.
- Illness: If you are unwell, particularly with a contagious illness, we urge you to stay home to recuperate and avoid spreading the illness to other members of the team.
- Workplace Cleanliness: Everyone should contribute to keeping the workplace clean. This includes tidying up after eating, cleaning your workspace at the end of the day, and properly disposing of any waste.
- Shared Spaces: Shared spaces such as kitchens, meeting rooms, and bathrooms should be treated with extra care. Always clean up after yourself and consider the next person who will be using the space.
- While working from home, employees are expected to maintain the same level of cleanliness and hygiene as they would in the office. This includes ensuring a clean and organised workspace, maintaining personal cleanliness, and adhering to regular working hours to promote work-life balance. Although virtual, employees should still dress appropriately for video calls or meetings. This not only maintains professionalism, but can also improve productivity and mental wellbeing. Remember, your home is your office now, and it should be treated with the same respect and care as your physical workplace. Failure to maintain these standards may impact your performance and could result in corrective action.
- 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 report for work without clearance from your own doctor.
- Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

Failure to maintain acceptable hygiene standards could result in corrective action, as poor hygiene can impact the health and wellbeing of the entire team. Employees are encouraged to speak with their supervisor or Human Resources if they have any concerns about hygiene in the workplace.

Our ultimate goal is to ensure a clean, healthy, and comfortable workplace for everyone. Your cooperation is vital in achieving this goal.

MANUAL HANDLING

You are required to advise us of any condition which may make you more vulnerable to injury whilst manual handling.

FITNESS FOR WORK

If you report for work and, in the Employer's opinion, you are not fit to work, we reserve the right to exercise our duty of care if we believe 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, you may be liable to disciplinary action.

12 General terms and procedures

CHANGES IN PERSONAL DETAILS

You must notify the Employer of any change of name, address, telephone number, etc., so that we can maintain accurate records.

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 or on company time.

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.

You must not at any time, either during your employment, or at any time after termination, disparage or otherwise make any statement, or permit or authorise any statement to be made, which is calculated or reasonably likely to damage the reputation or cause other damage to the Employer or any Associated Entity, or any of their respective employees or officers.

During the Term of this Agreement and thereafter, you shall not, and shall not authorise or permit any of your representatives to, directly or indirectly, make, express, transmit, speak, write, verbalise or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative towards, any of its services, operations, policies, practices or businesses or any of its directors, officers, affiliates, employees, agents or representatives, or that may damage any of their reputations or goodwill. Any breach of this clause may result in legal action for damages or other remedies as available under the law.

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.

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.

Company property may not be removed from the premises without written permission.

DEFINITION

A home worker is someone who is employed by the Employer to work at or from their home on a regular basis. An employee who occasionally works from home is not classed as a home worker.

Your working environment and working practices are subject to the same working standards that are applied to working at the Employer's premises regarding confidentiality, access to Employer documents and Health and Safety.

HEALTH AND SAFETY

The Employer will ensure, so far as is reasonably practicable, the health, safety and welfare at work of all employees, including home workers.

A risk assessment of the proposed area of work and the equipment in your home will be carried out to evaluate the risk to your health and safety, as well as the health and safety of your family and members of the public. Thereafter, it is essential that this is routinely checked as often as if you were based at the Employer's premises.

You are responsible for the health and safety of any visitors, children or family members who may come into contact with any property or equipment supplied by the Employer for home-working. If there are any faults in the Employer equipment, the equipment should not be used at any time until it has been inspected and any necessary repairs have been carried out by the appropriate specialists. You are responsible for ensuring that any damage to equipment is reported promptly to the Employer.

CONFIDENTIALITY

You should note that all Employer business information is regarded as confidential. Therefore, where Employer documents are used in the course of working at home you must take steps to protect Employer records at all times against loss, unauthorised access, alteration or destruction.

You are required to take special care to secure all records and to prevent unauthorised disclosure of any Employer or other business information. Customer contact information is particularly sensitive as the Employer's clients have a legal right to expect personal information held about them to be held in utmost confidence. On behalf of the Employer, it is your legal obligation to ensure these rights are protected.

Precautions must be taken to ensure third parties, including members of your family, visitors or other persons visiting or residing in your home do not become aware of any information which is confidential. Information must not be left unattended when you are working and when materials are not in use they should be locked away in a secure place. Similar precautions must be taken when transporting documents in the course of your work.

You must take responsibility for destroying safely any paperwork containing confidential Employer business that is no longer required. Where necessary, papers can be brought to the Employer's offices for confidential shredding.

If you have any reason to believe that Employer information is lost, altered or has been accessed by any unauthorised person, you must report this to the Employer without delay.

PROVISION OF COMPANY EQUIPMENT

The Employer will identify what equipment you need to work from home. This could include equipment such items as a laptop, PC, printer, mobile telephone, internet connection and/or telephone line.

If equipment is supplied by the Employer, the Employer will pay for the installation and maintenance necessary for you to work at home, and pay all expenses incurred in relation to its use including costs for consumables such as paper, cartridges and toner and ongoing costs for telephone and internet usage subject to receipts, itemised bills, and other evidence that the Employer reasonably requires which you incur in the proper performance of your duties.

All property which is provided to you for the purposes of home-working must be returned immediately to the Employer upon request and, in any event, immediately following the termination of your employment.

On the termination of your employment or upon the Employer's request, you must return all Employer property and equipment which is in your possession or for which you have responsibility. Failure to return such items within seven days will result in the cost of the items being deducted from any pay due to you.

You are responsible for any damage to equipment or property which the Employer provides for work purposes which goes beyond ordinary wear and tear and to any damage to your home which may result from the installation or removal of Employer equipment or property.

Where any damage to an Employer property or equipment is due to your negligence or lack of care, the Employer reserves the right to insist on you paying for the cost of repair or replacement of the item(s) in question.

CONTACT AND COMMUNICATION

Managers will agree with home workers the measures that will ensure regularity of one to one supervision and other communication from the Employer.

All home working staff will attend team meetings and other events as specified from time to time by the Employer. They will also maintain regular contact with their administration support staff, and their correspondence will be sent to them on a regular basis, by post or electronically. Response time to communication is expected within a two hour period where possible depending on workload.

In the event of sickness, home workers must contact their line manager as soon as possible on the first day of sickness and comply with all aspects of the Employer's sickness reporting procedures.

MANAGEMENT

Management of the home worker, other than where detailed in the provisions of this policy, will not differ from the management of the Employer's office-based staff.

Managers will involve their teams in devising the most appropriate methods of maintaining team cohesion and collaboration among the home and office-based staff, paying particular attention to the working relationship between the home worker and their administrative support.

14 Whistle-blowers

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.

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.

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.

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.

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.

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.

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.

PROTECTIONS AND SUPPORT AVAILABLE TO DISCLOSERS

A Disclosure 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.

AMENDMENT AND AVAILABILITY OF THIS POLICY

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

15 Capability procedure

INTRODUCTION

We recognise that during your employment with us you may find yourself less capable of conducting your duties due to various reasons including physical, mental and emotional and you can no longer cope with the work.

JOB CHANGES/GENERAL CAPABILITY ISSUES

If we have general concerns about your ability to perform your job, 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 notified in writing that a failure to improve and to maintain the performance required could lead to your dismissal. 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 issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.

If such improvement is not forthcoming after a reasonable period of time, you will be dismissed with the appropriate notice.

PERSONAL CIRCUMSTANCE/HEALTH ISSUES

Personal circumstances may arise which do not prevent you from attending for 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.

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 dismissal, but you will retain the right to a hearing.

16 Disciplinary procedure

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.

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.

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 general health and safety rules and procedures;
- persistent absenteeism and/or lateness;
- unsatisfactory standards or output of work;
- rudeness towards customers/clients, members of the public or other employees, 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 and internet;

- Failure to complete daily tasks as per the protocols including but not limited to patient treatment plans, reporting, consultation notes
- failure to carry out all reasonable instructions or follow our rules and procedures;
- unauthorised use or negligent damage or loss of our property; and
- failure to report immediately any damage to property or premises caused by you.
- any intellectual property breaches
- not acting in the best interests of the company
- Dishonesty
- Failure to follow company protocols/procedures both administrative and clinical

This list is not exhaustive.

SERIOUS MISCONDUCT

Occurrences of serious misconduct are very rare because the penalty is dismissal 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 health and safety rules that endangers the lives of, or may cause serious injury to, employees or any other person.

DISCIPLINARY PROCEDURE

Disciplinary action taken against you may be based on the nature of the conduct and behaviour. Outcomes of the disciplinary procedure will vary depending on factors including, but not limited to, any history of misconduct, the severity of the misconduct, your length of service and any mitigating factors. The outcomes include:

- formal verbal warning
- written warning
- final written warning or
- termination (including termination without notice in the event of serious misconduct).

There may also be occasions where disciplinary action warrants suspension.

Ordinarily a disciplinary outcome will be provided after:

a meeting with you has taken place to discuss the issues allegedly involved (and at which you are entitled to have a support person) you have had the opportunity to respond to the allegations and we have considered your response and any mitigating factors.

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.

Where a disciplinary outcome has been provided, any future or further breach of the rules in relation to similar or entirely independent matters of misconduct may be subject to further disciplinary action and allow the continuation of the disciplinary process through to termination if the warnings do not change behaviour.

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 dismissal, except in cases of serious misconduct.

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

Serious misconduct offences will result in dismissal without notice.

17 Bullying and harassment

INTRODUCTION

At The Lucy Rose Clinic, we are committed to fostering a healthy, respectful, and harmonious working environment. Bullying in any form, from employees to managers or vice versa, is strictly not tolerated here. This includes, but is not limited to, verbal or physical intimidation, humiliation, persistent criticism, or any conduct that undermines an individual's self-esteem and job performance.

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 employees' 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.

Any individual found guilty of bullying will face strict disciplinary measures which can lead to termination. We encourage all members of our team to report any instances of bullying immediately to the Human Resources Department. We assure you that all reports will be treated with the utmost confidentiality and discretion.

In adherence to our commitment to a healthy, respectful, and inclusive work environment, we firmly state that no form of bullying will be tolerated within our organisation. This policy extends from employees to managers and vice versa.

Questioning a manager's direction in an aggressive, disrespectful, or inappropriate manner is also considered a form of bullying. While we encourage open communication and constructive feedback, it must be done in a professional and respectful way that upholds the dignity of all parties involved.

Failure to comply with this policy may result in disciplinary action, up to and including termination. Cases of bullying should be reported directly to the Human Resources Department for appropriate action.

HARASSMENT

We have published these procedures to inform employees of the type of behaviour that is unacceptable and provide employees who are the victims of personal harassment with a means of redress.

We recognise that we have a duty to implement this policy and all employees 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.

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.

BULLYING AND HARASSMENT COMPLAINT PROCEDURES

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 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.

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 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.

GENERAL NOTES

If the report concludes that the allegation is well founded, the bully or harasser will be liable to disciplinary action in accordance with our disciplinary and disciplinary dismissal procedure.

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; disciplinary action will be taken against you.

18 Sexual harassment

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 offended, threatened or intimidated. Everyone in the workplace has the right to a workplace that is safe and free from sexual harassment.

Sexual harassment is a legally recognised form of sex discrimination. Sexual harassment and sex discrimination are both unlawful under the Sex Discrimination Act and Fair Work Act.

Sexual harassment in any form will not be tolerated. We recognise that sexual harassment can seriously affect workers' working lives by detracting from a productive working environment and can seriously 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. Any person who is subject to sexual harassment in the workplace is encouraged to speak up and follow sexual harassment complaints procedure outlined in this policy.

SEXUAL HARASSMENT

Sexual harassment is a specific and serious form of harassment. It is unwelcome sexual behaviour, which could be expected to make a person feel offended, humiliated or intimidated. Sexual harassment can be physical, spoken or written. It can include:

- inappropriate physical contact, such as unwelcome touching
- inappropriate staring or leering
- making a suggestive comment or joke
- sharing sexually explicit pictures or posters, sending sexually explicit emails or messages
- making an unwanted invitation to go out on a date
- a request for sex
- intrusive questioning about a person's private life or body
- unnecessary familiarity, such as deliberately brushing up against a person
- an insult or a taunt of a sexual nature
- harassment on the grounds of sex
- behaviour that may also be considered to be an offence under criminal law, such as physical assault, indecent exposure, sexual assault, stalking or obscene communications.

Sexual harassment in connection with the workplace can be committed by “all workers”, including employees, contractors, subcontractors, outworkers, apprentices, trainees, students and volunteers as well as prospective workers and third parties such as clients and customers.

Sexual harassment does not necessarily have to take place in the workplace to be unlawful. Sexual harassment in the course of employment can occur during work hours, at work-related events such as training or social events, between people sharing the same workplace, or even between colleagues outside of work.

Behaviour that may be considered sexual harassment in one situation may not be in others, for example flirtation or love and affection between two consenting individuals which is mutual, consensual or reciprocated is not sexual harassment.

A single incident is enough to constitute sexual harassment – it doesn’t have to be repeated. If substantiated, sexual harassment is considered serious misconduct under the Fair Work Act and can amount to a valid reason for termination without notice.

Sexual harassment includes behaviour which could result in a workplace being offensive, intimidating or humiliating to a person because of their gender, even if the behaviour is not directed at a single person e.g., where employees engage in sexist conversation.

Manager and supervisors have an additional responsibility to ensure the safety and welfare of their employees. This includes modelling appropriate standards of behaviour, taking steps to educate and make staff aware of their obligations under this policy and the law and responding quickly and appropriately to any form of sexual harassment.

The Employer takes sexual harassment seriously including the duty to eliminate discriminatory behaviour in the workplace. This policy requires all staff (including apprentices and trainees), volunteers as well as contractors to ensure their behaviour is respectful and appropriate. These examples are not exhaustive and disciplinary action up to and including termination of employment, will be taken against workers committing any form of sexual 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.

SEXUAL HARASSMENT COMPLAINTS PROCEDURE

Informal complaint

We recognise that complaints of sexual harassment can 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 sexual harassment, we encourage you to make it clear to the alleged 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.

Formal complaint

Where the informal approach fails or if the sexual harassment is more serious, you should bring the matter to the immediate 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 sexual harassment so that the written complaint can include:

- the name of the alleged sexual harasser;
- the nature of the alleged incident of sexual harassment;
- the dates and times when the alleged incident of sexual harassment occurred
- the names of any witnesses and
- any action already taken by you to stop the alleged sexual harassment.

On receipt of a formal complaint we will take action to separate you from the alleged harasser to enable an uninterrupted investigation to take place. This may involve a temporary transfer of the alleged 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.

Due to the serious nature of sexual harassment, if you decide to not proceed with a formal or informal complaint, the Employer reserves the right to consider appropriate action in the circumstances in order to ensure the safety and wellbeing of its employees. The Employer will consider the seriousness of the behaviour and circumstances in taking action this may include a review of current processes for preventing and responding to sexual harassment, providing training and reminders to employees of their general obligations not to sexually harass others, following up with you on your concerns as well as monitoring behaviour in the workplace.

GENERAL NOTES

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

If you bring a complaint of sexual 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 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 a manager or senior member of staff 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 following this section), you should first raise the matter with a manager or senior member of staff, 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.

20 Equal opportunities policy

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 up to and including termination.

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, breastfeeding, race, religion or belief, sex, sexual orientation or intersex status.

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.

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.

TRAINING AND PROMOTION

Senior staff will receive training in the application of this policy to ensure that they are aware of its contents and provisions.

All promotions will be in line with this policy.

COMPLAINTS PROCEDURE

We take allegations of discrimination seriously. If you believe that you have been the victim of discrimination, we encourage you to follow the grievance procedures outlined in this Handbook.

21 Drugs and alcohol

ILLICIT DRUGS AND ALCOHOL

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

The Employer has a zero tolerance approach towards the presence of illicit drugs within the workplace. This includes the discovery of an employee with possession of an illicit substance, and any testing which results in a non-negative reading of a substance within an employee's system above the detectable limit while at work.

Employees are not permitted to work while under the influence of alcohol and must conduct themselves responsibly at all times. For the purposes of this policy and due to the nature of your work, if at any time you

are required to operate vehicles, heavy or otherwise, machinery or other high risk work, the blood alcohol content limit is zero (0.00%).

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

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

PRESCRIBED/OVER-THE-COUNTER MEDICATION

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

SCREENING

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

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

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

This list is not exhaustive.

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

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

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

NO SMOKING POLICY

Smoking (including vaping/e-cigarettes) on the premises is not permitted. You are only permitted to smoke in designated areas and during your breaks.

22 Termination of employment

RESIGNATIONS

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

TERMINATING YOUR EMPLOYMENT WITHOUT NOTICE

If you terminate your employment without giving or working the required period of notice, as indicated in your contract of employment, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you.

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.

1. Code of conduct and standards of behaviour

At The Lucy Rose Clinic, we are committed to providing a working environment where all employees are treated with respect, professionalism, and dignity. The following code of conduct and standards of behaviour are designed to maintain a positive and productive workplace for everyone.

- **Honesty & Integrity:** We expect all employees to act with honesty and integrity in their dealings with colleagues, customers, and other stakeholders. This includes providing accurate information and making decisions based on the best interests of the company.
- **Respect and Equal Opportunity:** We believe in treating everyone with respect and dignity. Discrimination, harassment, or bullying of any kind is not acceptable. We are committed to providing equal opportunities for all, regardless of race, colour, religion, gender, age, national origin, disability, or sexual orientation.
- **Professionalism:** Employees should conduct themselves in a professional manner at all times. This covers punctuality, dress code, communication, and interaction with others.
- **Confidentiality:** Employees are expected to handle all company information with utmost confidentiality. Unauthorised disclosure of sensitive information can lead to disciplinary action.
- **Compliance with laws and regulations:** All employees are required to comply with local, state, and federal laws and regulations related to their work. Any illegal activity within the workplace or during work-related activities is strictly prohibited.
- **Conflict of Interest:** Employees should avoid situations that may lead to a conflict of interest. Any potential conflicts should be immediately reported to your supervisor or the HR department.
- **Workplace Safety:** We are committed to providing a safe and healthy working environment for all employees. Any behaviour that compromises the safety of our staff will not be tolerated.

By adhering to these principles, we can create a workplace that fosters teamwork, respect, and success. Any violation of these standards may result in disciplinary action, up to and including termination. Your cooperation in following these guidelines is greatly appreciated.

Acknowledgement Form

I _____ (please print name) hereby
acknowledge that I have read and received the Employer's Employee
Handbook.