



# The Beauty and Brow Parlour Employee Handbook

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# 1. INTRODUCTION

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## 1.1 WELCOME

The Beauty and Brow Parlour 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.

We are committed to helping you grow and reach your full potential. In return we ask that you commit to nothing less than excellence in everything you do no matter how small the task. Ultimately, your success will be driven by your commitment to excellence and responsibility at every point

## 1.2 PURPOSE OF THE EMPLOYEE HANDBOOK

The Employee Handbook is for all new and existing employees and sets out the Employer's rules and regulations, policies and procedures relating to your employment and also contains information on and how we will support you and our expectations of you. We kindly ask you that you read the content carefully as you are required to comply with the Employee Handbook. Any breach may be subject to disciplinary action. If you require any clarification or additional information, please speak to your Operations Manager.

## 1.3 PRINCIPLE OF EQUALITY

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

We will not tolerate any unlawful discriminatory act or attitude in the course of your employment or in your dealings with our clients, suppliers, contractors, members of the public or fellow colleagues. Acts of unlawful discrimination, harassment including sexual harassment or victimisation will result in disciplinary action.

## 1.4 GENERAL

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

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. The policies within this handbook are easily listed and easily accessed via the contents page. This handbook will be updated as required as our business evolves and grows. You will be notified of any changes as they occur. Amendments to this Employee Handbook will be issued from time to time and implemented after consultation with all staff.

# 2 YOUR EMPLOYMENT

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## 2.1 PROBATIONARY PERIOD

The length of your probationary period is set out in your contract of employment. During this period the Employee's performance will be monitored and should the performance not meet the required standards the Employee's employment may be terminated by giving one week's notice.

Upon successful completion of your probation period your employment will continue.

## 2.2 HOURS OF WORK

Our usual business hours are Monday to Sunday, generally between 9:00am to 9:00pm, depending on the business

hours of the Shopping Centre the store is located. These hours may vary from time to time. You will be on a fortnightly roster which sets out your days of work, hours of work per day and start-and-finish times over the roster period. In general, the roster will be provided to you 2 weeks in advance, however due to operational reasons (employees on personal leave, shortage of staff) the employer reserves the right to change rosters giving at least 48 hours' notice.

### **2.3 PUNCTUALITY**

Punctuality is important in discharging the Employee's duties to the Employer. You are required to be prepared and ready to commence work at the rostered starting time each day. Following authorised breaks, you must return to work punctually and at that time you are to resume work. The Employer considers lack of punctuality as a breach of contract and a conduct issue.

In the event you are going to be late for work or return late to work following an authorised break, you are required to notify your Operations Manager as soon as possible and indicate when you expect to arrive. Lateness or unauthorised absence may result in disciplinary action.

### **2.4 PROFESSIONALISM**

The Employee is required, at all times, to behave in a professional, businesslike and courteous manner.

### **2.5 EMPLOYEE TRAINING AND INDUCTION**

At the commencement of your employment, you will receive an induction to the business, their processes and procedures and your job role. As part of your induction, you are required to read the employee handbook and make yourself familiar with business practice and standards and work health and safety protocols. You are expected to participate in any training deemed necessary for you to perform your role at the required standards.

### **2.1 JOB DESCRIPTION**

The job description outlines (but not limited to) your duties and responsibilities of your job role. You are required to follow reasonable directions of Your Operations Manager and/or the Store Coordinator.

As your employment progresses, your role may be extended to encompass new activities within the Employer's business.

## **2.2 PERFORMANCE AND REVIEW**

You must achieve and maintain a minimum standard of conduct, performance and productivity as measured by the productivity factor indicated in your job description or as otherwise indicated by the Employer. If You are unsure about a standard of a task required by the Employer, you should raise the matter with the Employer.

Your Employer reserves the right to review Your performance and/or conduct with you from time to time either informally or formally.

## **2.3 JOB FLEXIBILITY**

At times, for example during busy periods or holiday periods or due to shortage of staff, you may be required to perform your job duties in another store and you may be required to travel to another location within a reasonable travelling distance. This flexibility is essential for efficiency and the smooth running of our daily operations.

## 3 WORKING FROM HOME

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### 1 INTRODUCTION

Working from home may be available for certain positions in management and administration only where remote delivery is possible. Subject to guidelines and directions we may approve performing work from your residential home for certain periods as long as operational needs of the business are met.

### 5 ELIGIBILITY

Working from home is not a Worker entitlement. It is important to note that not all positions are suitable for working from home arrangements.

Either the Employer or Worker may initiate a request to work from home. Any request should be in writing.

Approval may be granted for an employee to work from home if some of the criteria below can be met:

- The duties can be performed off-site without compromising customer service or daily operations;
- There would be little to no significant additional expenses for the Employer;
- There is a valid personal or family reason;
- The Worker has demonstrated ability to work autonomously and self-organised;
- The Worker has demonstrated ability to perform duties in a timely manner;
- The Worker has a dedicated Workspace at home that is functional and safe; and/or
- There is a benefit for the Employer.

The above criteria are not an exhaustive list and approval for working from home is at the sole discretion of the Employer.

### 6 APPROVAL TO WORK FROM HOME

Approval to work from home may be granted as a regular arrangement or on an ad hoc basis. Working from home arrangements could include partly working from home (up to 3 days per week) and partly working at the Employer's site or a full arrangement to work from home.

Working from home arrangements can only take place once there is a written individual agreement between the Employer and Worker.

Any approval that is granted is subject to the job duties performed, operational requirements and the availability of resources such as information technology equipment, remote access to the Employer's systems, internet, phone, etc.

### 7 FORMAL AGREEMENT

Once approval for working from home is granted, the Employer and Worker must enter into a written agreement to record the specifics of the arrangement (**Annexure A**).

#### 7.1 AD HOC WORKING FROM HOME ARRANGEMENTS

An ad hoc working from home arrangement means less than 5 days in a month or a once off working from home arrangement that is not ongoing (e.g. a once off two-week period working from home to work on a project).

#### 7.2 REGULAR WORKING FROM HOME ARRANGEMENTS

Where a Worker has requested to work from home on a regular basis other than ad-hoc as defined above, and the Employer has approved the arrangement in writing the agreement to work from home must be reviewed at least every 3 months or sooner if circumstances change.

The Employer or the Worker may for any reason terminate an agreement to work from home by providing at least 1 weeks' notice in writing to the other party.

## **8 WORKING FROM HOME CONDITIONS**

Where approval for working from home is granted by the employer and an agreement is entered into, the following conditions apply to the Worker:

- The Worker must be contactable during the agreed working hours;
- The Worker must perform their duties to their best effort, efficiently and effectively and meet any performance requirements set out by the Employer;
- The worker must attend any video or telephone conference ( e.g. Zoom or Teams Meetings) as requested by the Employer;
- The Worker will attend any work event (e.g. training, client meetings, or functions) directed by the Employer even if the events are held on a day that has been designated as a working from home day. The Employer reserves the right to direct the Worker to attend in person; and
- The Worker consents and must provide to the Employer unrestricted access to the Worker's Workspace during the Workers agreed working from home hours (this excludes periods of paid/unpaid approved leave);
- Regular work reports / time sheets as proof of work undertaken must be provided to the Employer;
- The Worker must maintain regular contact with the Employer and their colleagues (where applicable) to ensure that work matters are managed and dealt with efficiently and effectively;
- The Worker must immediately notify the Employer of any injury, accident, illness, or disease, arising out of working from home as soon as possible but no later than 24 hours;
- Any other specific condition communicated to the Worker.

A Worker who has been approved to work from home is strictly prohibited from delegating or outsourcing their work duties without the express written permission of the Employer.

## **9 FAMILY AND PERSONAL RESPONSIBILITIES AT HOME**

Workers who have the responsibility for caring for a family member or member of the household are expected to manage their responsibilities in a manner that allows them to meet their employment obligations and the working from home conditions. Unless prior written express permission has been obtained from the Employer, working from home should not be used as an alternative for childcare or other carer responsibilities. Appropriate leave should be applied for and taken in circumstances where the Worker is required to care for a family member or member of their household.

## **10 WORKSPACE**

Where approval to work from home is granted and agreed by the Employer and Worker, a specific Workspace must be designated at the Worker's home. The Worker must not work in any other area than the designated Workspace.

Workers must ensure their Workspace is safe and all other relevant areas such as bathrooms and kitchen are always kept in a safe condition when working from home.

The Workspace can be a designated room (e.g. study) or a particular area of a room. As a minimum, the Workspace should have a desk, suitable office chair, access to power points, adequate lighting, and sufficient space to perform work.

## **11 WORK HEALTH AND SAFETY**

A work health and safety inspection must be conducted for all working from home arrangements. Initially, the workspace must be assessed by the Worker.

Upon receipt of the completed Workspace Safety Inspection Checklist, the Employer may upon assessment determine if it is necessary to conduct a further safety assessment. It is a condition of approval to work from home that the Worker allow the Employer or a representative of the Employer access to the home Workspace and any other relevant areas (e.g. bathroom/kitchen) to conduct safety inspections.

If the Employer deems that the home Workspace poses health and/or safety risks that cannot be removed or minimised to the satisfaction of the Employer, any agreed working from home arrangement will cease and the Worker must resume their usual duties at the Employer's work site.

The Employer may conduct random audits during work hours.

## **12 INSURANCE**

Any Worker approved to work from home must obtain and maintain their own insurance policy for their own property and any employer property provided to the Worker. On request, a current copy of the insurance policy must be provided to the Employer.

### **13 BREACH OF THIS POLICY**

If a Worker does not comply with any of the conditions in this policy, the Worker may be subject to disciplinary action (up to and including termination of employment). Any disciplinary action will depend on the circumstances and seriousness of the breach.

## 4 SALARIES AND WAGES

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### 4.1 ADMINISTRATION

#### I. Payment

Wages are processed weekly on Wednesdays and will normally arrive in your bank account by Thursdays, depending on your bank.

You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions that have been made and the reasons for them, for example, tax, superannuation and other agreed deductions.

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

#### II. Overpayments

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

#### III. 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. These documents may be accessible via the MyGov website for further information please contact the HR/Payroll team.

#### IV. Pay reviews

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

#### V. Superannuation

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

### 4.2 LATENESS/ABSENTEEISM

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

### **4.3 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.

### **4.4 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.

## 5 ANNUAL LEAVE

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### 5.1 ANNUAL LEAVE

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

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

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

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

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

The Employer may experience busy periods during the year and therefore may not be able to accommodate any requests for annual leave during this period. The Employer can only accommodate a limited number of employees taking annual leave at the same time.

Due to the nature of the business, the Employer will request Employees to maintain a maximum of 150 hours of annual leave balance. The Employer can direct an Employee to immediately use their annual leave if it exceeds over 150 hours.

### 5.2 ANNUAL SHUT DOWN

The Employer may choose to temporarily shut down, for instance during the end of the year period or throughout any store renovations or refurbishments.

If we do, you are required to reserve sufficient days from your annual leave entitlement to cover the shutdown period. If you have not accrued sufficient annual leave to cover this period, you will be required to take unpaid leave for this period. Alternatively in agreement with the employer, the employee can agree to work in another suitable location of the Employers.

### 5.3 PUBLIC HOLIDAYS

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

## 6 PERSONAL LEAVE

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### 6.1 ENTITLEMENTS

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

Paid personal leave accrues over the course of your employment.

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

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

You are entitled to take personal leave:

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

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

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

An immediate family member is a:

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

A household member is any person who lives with you.

## **6.2 NOTIFICATION OF PERSONAL (SICK) LEAVE**

You must notify the Employer by telephone on the first day of incapacity or at the earliest possible opportunity and, in any case, by no later than 2 hours before your usual start time.

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

You should try to give an indication of your expected return date and notify 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.

## **6.3 EVIDENCE OF INCAPACITY**

A medical certificate from a registered health practitioner or if not reasonably practical, a statutory declaration is required for all personal leave, unless otherwise agreed by the Employer in specific circumstances.

## **6.4 RETURN TO WORK**

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

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

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

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

## **6.5 GENERAL**

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

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

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

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

## 7 OTHER LEAVE

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### 7.1 PARENTAL LEAVE

#### 6.1.1 ENTITLEMENT

An employee is entitled to unpaid Parental Leave for an initial period of up to 52 weeks'. In addition to the 52 weeks unpaid parental leave, an employee may request an extension for a further period of up to 52 weeks, 24 months in total.

#### 6.1.2 ELIGIBILITY

You are eligible to Parental Leave if you have completed at least 12 months' continuous service with the Beauty and Brow Parlour.

#### 6.1.3 NOTIFICATION

If you want to take Parental Leave, you must notify us at least 10 weeks before the expected date of birth in writing using the Leave Request Form. You must support your request by providing a medical certificate confirming the confinement and the expected delivery date or written notification from the adoption agency stating the date of placement.

Closer to the anticipated date of birth/arrival of child, you must determine start date of your Parental Leave giving at least 4 weeks of notice.

#### 6.1.4 START DATE

Your parental leave starts with the date of birth or placement of the child. If you give birth, you are entitled to unpaid parental leave up to 6 weeks before the expected birth.

You may choose to work during the 6-week period before the expected date of birth of the child. In that case we require you to provide evidence that you are fit-for-work and whether regular job duties can continue.

#### 6.1.5 EXTENSION

If you wish to extend your Parental Leave, one extension can be granted on the initial parental leave period, providing the total period of leave does not exceed 12-months. You must apply in writing giving at least 4-weeks' notice.

#### 6.1.6 RETURN TO WORK

When you wish to return to work, you must provide written notice at least 4 weeks prior to the end of your parental leave. If you wish to return to work earlier than your intended period of leave, you must inform the Operations Manager of your intention and make a request in writing at least 4-weeks before your intended return date.

#### 6.1.7 CHANGE OF HOURS

If you wish to return to work on a part time basis or reduced hours, you must advise us in writing about at least 4 weeks before the intended change of the changes to your employment requested and the reasons for your request. A request for flexible work arrangements may be accommodated, subject to organisational needs.

### 7.2 COMPASSIONATE LEAVE

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

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

### 7.3 LONG SERVICE LEAVE

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

### **6.3.1 APPLICATION**

You must apply for Long Service Leave e in writing using the Company Leave Request Form. The Leave Request should include the reason for leave, the period of leave requested and the return-to-work date.

### **6.3.2 NOTICE PERIOD**

Due to operational reasons, You must apply for Long Service leave at least 6 weeks prior to commencing leave. Any shorter period may lead to your leave request being rejected.

## **7.4 COMMUNITY SERVICE LEAVE**

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

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

## **7.5 UNPAID LEAVE**

Circumstances may arise where you need time off for personal reasons and you may not have any other leave accrued or be not entitled for any leave.

### **6.5.1 ENTITLEMENT**

The Employer is not required to provide unpaid leave to employees, and an employee is per NES only permitted to leave without pay where reasonable or where no other leave entitlement can be accessed.

#### ***Full-time / part-time Employees***

The Company may allow You to take Unpaid Leave in the following circumstances:

- Taking Leave without pay to give birth and/or take care of a newborn / adopted child where you are not entitled to Parental Leave
- Taking Leave without pay when you are absent from work due to injury or illness or to take care of a child, where you have not accrued Personal / carers Leave to cover the period of absence
- Personal Reasons as for example attending pre-planned doctors appointments, study time, absence to visit family outside of Australia etc.

Any Unpaid Leave may only be granted up to a maximum of 12 consecutive weeks.

The Company will assess each application individually and grant leave (if any) based on operational reasons.

#### ***Casual Employees***

Casual Employees are engaged from time to time with no firm commitment in advance. However due to operational reasons You must notify Your employer of Your availability to work and/or longer periods of Unavailability.

### **6.5.2 LEAVE REQUEST PROCEDURE**

#### ***Full-time / part-time Employees***

Unpaid leave must be requested in advance following the procedure outlined below.

#### ***Casual Employees***

Periods of Unavailability must be submitted in advance following the procedure outlined below.

#### **6.5.2.1 APPLICATION**

##### ***Full-time / part-time Employees***

You must apply for Unpaid leave in writing using the Company Leave Request Form.

The Leave Request should include the reason for leave, the period of leave requested and the return-to-work date.

##### ***Casual Employees***

You must notify Your Operations Manager of periods of unavailability in advance and in writing using the Availability Notification Form.

#### **6.5.2.2 NOTICE PERIOD**

##### ***Full-time / part-time Employees***

Due to operational reasons, You must apply for Unpaid leave at least 4 weeks prior to commencing leave. Any shorter period may lead to your leave request being rejected.

**Casual Employees**

Any longer periods of unavailability should be submitted at least 4 weeks prior to the planned absence.

**6.5.2.3 APPROVAL**

**Full-time / part-time Employees**

Any Leave request must be approved and signed by Your Operations Manager before you can go on leave. The Company tries to accommodate personal needs, however, there may be times where leave cannot be approved due to operational reasons.

**Casual Employees**

Casual employees do not need approval by their Operations Manager to be absent. Notification of Abs

**6.5.3 RETURN TO WORK**

**All Employees**

Due to operational reasons to enable Your Operations Manager to consider and allocate hours within the next roster, You are required to notify Your Operations Manager at least 2 weeks before Your return to work date

## 8 SAFEGUARDS

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### 8.1 IT AND COMPUTER POLICY

#### I. Virus protection

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

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

#### II. Use of computer equipment

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

- the introduction of new software and applications must first of all be checked and authorised by management before general use will be permitted;
- only authorised employees are permitted access to the Employer's computer equipment;
- only software that is used for business applications may be used on the Employer's computer equipment;
- no software/ hardware may be brought onto or taken from the Employer's premises without prior authorisation;
- unauthorised access to computing facilities will result in disciplinary action up to and including termination; and
- unauthorised copying and/or removal of computer equipment and/or software will result in disciplinary action up to and including termination.
- Employees that will remain on leave for a period longer than expected will need to hand over company property so that sufficient coverage can be maintained.

#### III. Internet policy

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

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

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

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

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

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

#### **IV. Email**

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

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

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

- comply with Employer communication standards;
- only send emails to those to whom they are relevant;
- not use email as a substitute for face-to-face communication or telephone contact;
- not send inflammatory emails (i.e. emails that are abusive or may be perceived as abusive);
- be aware that hasty messages sent without proper consideration can cause upset, concern or misunderstanding;
- if the email is confidential, ensure that the necessary steps are taken to protect confidentiality; and
- be aware that offers or contracts transmitted by email are as legally binding on the Employer as those sent on paper.
- The Employer will not tolerate the use of work email for unofficial or inappropriate purposes, including:
  - any messages that could constitute bullying, harassment or other detriment;
  - personal use (eg social invitations, personal messages, jokes, cartoons, chain letters or other private matters);
  - on-line gambling;
  - accessing or transmitting pornography;
  - social media;

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

## V. Monitoring

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

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

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

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

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

## 8.2 SOCIAL MEDIA

The term "Social Media" encompasses online communication channels such as social networking (e.g., Facebook, Instagram, Twitter, LinkedIn etc), websites, blogs, and forums where people interact, share, create, network, and collaborate. This policy refers to all social media, not only those stated here.

It is not acceptable for employees to say, write or do anything on social media regardless of whether in a "closed" or "open" environment or whether it is via our business' electronic devices or any other electronic devices inside or outside of work that:

- has the potential to bring our business into disrepute;
- gives away or discusses our business' confidential information, including our clients' private information;
- could be viewed as derogatory towards, or disparaging of, colleagues, customers or clients;
- is unlawful, discriminatory, offensive or obscene;
- undermines their effectiveness or productivity at work.

It is acceptable for employees to comment on social media:

- in a constructive manner about general industry matters only in so far as such comments do not bring our business into disrepute or could be viewed as derogatory in any way;
- in order to advertise a "good news" story about our business, but only if the comments do not discuss our business' confidential information, including our clients' private information.

Employees must always seek approval from the Director of Operations, if unsure about any content they wish to post on social media. Employees are respectfully reminded that anything posted on social media can be seen by many people very quickly and is not easy to erase.

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

## Email

You are expected to respond promptly, even if it is just to acknowledge their email and to let them know that you need some time to properly respond. If forwarding an email, help your client/colleague review forwarded emails more efficiently by providing a quick summary at the top of what particularly you want them to pay attention to and what you want them to do (“for info”/ “please respond” etc.).

If you receive a message intended for another person, do not ignore it, or delete it, instead forward it to the correct recipient or notify the sender of the error.

Refer to the email policy for acceptable use of email.

## Meetings.

If you need to book or use a meeting room, please ensure that you book through our internal systems provided. Please tidy up after meetings: take away your dirty cups, files, papers, etc. Place chairs back in position and clean all work away.

## General

We are mostly social creatures; personal phone calls, emails and texts are fine but must be kept to a minimum. This is a professional work environment, and the priority is work, so messaging (whether by phone or online) during working time is an absolute no-no, unless it is an emergency.

- Checking of your personal social media accounts should be reserved for lunch break
- Returning private phone calls should be reserved for lunch break
- Downloading or storing non-work-related files on your computer is not appropriate and you are reminded that your manager may access your work equipment at any time without notice to you.

Refer to the internet policy for acceptable use of the internet.

## **8.3 SURVEILLANCE**

Surveillance may be conducted in the workplace. If you are a new worker 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 and will be ongoing. 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.

## 9 GENERAL STANDARDS

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### 9.1 DRESS AND APPEARANCE

Consistent with the culture of the Employer, you will be expected to present a professional image with regard to your appearance and standards of dress and maintain excellent standards of personal hygiene at all times.

#### 8.2.1 DRESS CODE

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

In our Beauty and Brow Parlours the Company Uniform must be worn at all times whilst at work and laundered on a regular basis.

Personal protective equipment (PPE) and clothing may be issued where necessary for your own protection and the safety and wellbeing of our clients. This includes

<i>PPE Equipment:</i>	<i>Beauty Treatment:</i>	<i>Job Role:</i>
<i>Gloves</i>	<i>hair removal, incl. waxing and brow threading</i>	<i>Beauticians</i>
<i>gloves</i>	<i>facials or body treatment</i>	<i>Beauticians</i>
	<i>Application of cosmetics</i>	<i>Beauticians</i>
<i>Mask and Gloves</i>	<i>Lash Extensions</i>	<i>Beauticians</i>
	<i>Lash &amp; Brow Tinting</i>	<i>Beauticians</i>

Upon termination of employment all Employer Property including Uniforms, PPE Equipment and Protective Clothing must be returned to your employer.

Failure to return your uniform and personal protective equipment within seven days will result in the cost of the items being deducted from any monies outstanding to you.

#### 8.2.2 PERSONAL HYGIENE FOR BEAUTICIANS

To prevent infections and the *risk of transmitting an infection*, beauticians must wear single-use gloves (where possible), clean gowns or aprons and single-use gloves during any beauty treatment that involves skin penetration procedures.

Cuts or wounds should be covered with sealed waterproof bandages.

Hands should be washed:

- before and after attending to a client
- after exposure to any body substance
- after the removal of gloves.

Beauticians with hair below the chin must wear their hair tied back while performing any beauty treatment, including brow threading and waxing.

## **10 GENERAL TERMS AND PROCEDURES**

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### **10.1 CHANGES IN PERSONAL DETAILS**

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

### **10.2 SECONDARY EMPLOYMENT**

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

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

You will be notified in writing of the Employer's decision. The Employer may refuse to consent to your request. If you work without consent this could result in the termination of your employment.

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

You may not under any circumstances, whether directly or indirectly, undertake any other duties of whatever kind during your hours of work with the Employer or whilst on Employer premises.

### **10.3 CONFLICT OF INTEREST**

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

### **10.4 BANKING AND EXPENSES**

We will reimburse you for any reasonable expenses incurred where these are authorised by management. You must provide receipts for any expenditure.

You are required to ensure that the use of any Employer card and/or bank accounts is limited to business related expenses and is completed in a safe and secure manner.

## **10.5 TRAVEL**

Reasonable travelling expenses, where incurred in the performance of an employee's duties, will be reimbursed, provided that all claims are made on the appropriate form, signed by the appropriate Manager and supported with the necessary substantiating documentation. The payment of expenses is at all times subject to the prior authorisation of, and at the discretion of, the Practice.

Employees should arrange travel and accommodation through The Beauty and Brow Parlour preferred travel supplier prior to departure.

Generally, air travel will be by economy class, with a carrier chosen by the employer.

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

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

Employees need to be mindful that all equipment which they use, or has been issued to them to perform their jobs is owned by the company. It is the individual responsibility of all employees to care for and safeguard this company property and equipment, keeping it in as close to as new condition as possible. Examples of company property includes motor vehicles, furniture and fittings, computer and beauty equipment, mobile phones.

It is the responsibility of the employee to notify the company within 48 hours of loss/damage/theft to the item(s), as to the occurrence and/or explanation thereto. If the item (s) have been stolen, the company also requires the employee to complete an Affidavit at their nearest Police Station within 48 hours from the estimated time of theft and forward the original docket to the company

The company may deduct from the employee, the cost of tools or equipment lost/stolen within a reasonable time, if the employee committed theft or was negligently responsible for the loss.

It is under the discretion of management to permit the replacement of tools or equipment, and also the type or model of replacement.

The guidelines for common replacement of tools or equipment are as follows:

### **Mobile Phones**

- If management deems fit to replace the mobile phone, a second hand mobile phone will be made available for the employee, provided the mobile phone is in relatively good condition and serves the minimum functionality required for the employee's daily operation

### **Laptop**

- If management deems fit to replace the laptop, a first or second hand laptop will be made available for the employee, provided the laptop is in relatively good condition and serves the exact same functionality as the initial laptop

## **10.7 PHONES AND OTHER DEVICES**

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

Any unauthorised personal use may be repayable by you and may result in disciplinary action up to and including termination. The Employer reserves the right to 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.

## 10.8 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.

## 11 WHISTLE-BLOWERS

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If you believe that the Employer or any of its officers or employees is involved in any form of wrongdoing such as:

- committing a criminal offence;
- failing to comply with a legal obligation;
- endangering the health and safety of an individual;
- environmental damage; or
- concealing any information relating to the above,

you should, in the first instance, report your concerns to management who will treat the matter with complete confidence. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the appropriate organisation or body, eg the police, the Environment Protection Agency or Work Cover.

You will not suffer any detriment as a result of any genuine attempt to bring to light matters of concern. However, if this procedure has not been invoked in good faith (eg for malicious reasons or in pursuit of a personal grudge), then you may be subject to disciplinary action up to and including termination.

## **12 CAPABILITY PROCEDURE**

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### **12.1 INTRODUCTION**

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

### **12.2 JOB CHANGES/GENERAL CAPABILITY ISSUES**

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

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

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

### **12.3 PERSONAL CIRCUMSTANCE/HEALTH ISSUES**

Personal circumstances may arise which do not prevent you from attending work but which prevent you from carrying out your normal duties (eg 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.

### **12.4 SHORT SERVICE EMPLOYEES**

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

## 13 EQUAL OPPORTUNITIES POLICY AND ANTI-DISCRIMINATION

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### 13.1 STATEMENT OF POLICY

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

This policy applies to all staff including contractors and covers all work-related functions and activities including external training courses sponsored by The Beauty and Brow Parlour. It also applies for all recruitment, selection and promotion decisions.

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

The aim of the policy is to ensure that no job applicant or employee is discriminated against either directly or indirectly on a personal characteristic protected under state and federal equal opportunity legislation.

Under State legislation they include:

- age
- breastfeeding
- carer status
- disability
- employment activity
- gender identity
- industrial activity
- lawful sexual activity
- marital status
- parental status
- personal association with someone having any of these characteristics
- physical features
- political activity/belief
- pregnancy
- race
- religious activity/belief
- sex
- sexual orientation

By complying with this Equal Opportunity Policy, we expect to improve business success by:

- attracting and retaining the best possible employees
- providing a safe, respectful and flexible work environment so that no employee or other worker feels under threat or intimidated.
- delivering our services in a safe, respectful and reasonably flexible way

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

## **13.2 RECRUITMENT AND SELECTION**

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

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

We will adopt a consistent, non-discriminatory approach to the advertising of vacancies. We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group. All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.

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

Short listing and interviewing will be carried out by more than one person where possible.

Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.

Selection decisions will not be influenced by any perceived prejudices of other staff. All promotions will be in line with this policy.

# 14 BULLYING AND HARASSMENT

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## 14.1 INTRODUCTION

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

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

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

## 14.2 HARASSMENT

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

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

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

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

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

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

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

### **14.3 BULLYING**

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

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

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

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

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

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

### **14.4 BULLYING AND HARASSMENT COMPLAINT PROCEDURES**

#### **I. Informal complaint**

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

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

## **II. Formal complaint**

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

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

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

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

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

### **14.5 GENERAL NOTES**

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

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

## 15 DISCIPLINARY PROCEDURE

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### 15.1 INTRODUCTION

The purpose of this procedure is to define the approach that shall be used within The Beauty and Brow Parlour to resolve and, where necessary, discipline employees for unsatisfactory behaviour, performance related issues and misconduct.

The 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.

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:

- you are fully aware of the standards of performance, action and behaviour required of you;
- disciplinary action, where necessary, is taken 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.

This disciplinary procedure is not applicable to employees in the probationary period (minimum employment period).

### 15.2 DISCIPLINARY PROCEDURE

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

#### I. Unsatisfactory behaviour or performance

##### a) Verbal warning

In case of unsatisfactory behaviour performance, your Operations Manager will have a personal meeting or telephone conference with you to discuss performance or behaviour and the need for correcting it. Your Operations Manager will address that should the unsatisfactory behaviour or performance continue they will receive further disciplinary action.

##### b) Written Warning

If there is either little or no improvement or repeat incidents occurs regarding unsatisfactory behaviour or performance, your Operations Manager will have a personal meeting or telephone conference with you advising on the unsatisfactory behaviour or performance and outline future expectations.

You will be informed that should unsatisfactory behaviour or performance continue this may result in further disciplinary action or termination of employment. A written warning will be issued to you at the end of the meeting.

#### II. Misconduct

In case of misconduct or breach of your contractual terms, your Operations Manager will have a personal meeting or telephone conference with you to discuss with you the issues that have occurred and set out expectations for future conduct. You will be informed that should any further breach of misconduct occur this may result in termination of employment. A written warning will be issued to you at the end of the meeting.

### **III. Serious Misconduct**

In case of serious misconduct or fundamental breaches of your contractual terms we reserve the right to terminate your employment instantly without any previous warning being issued.

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.

### **15.3 DURATION OF WARNINGS**

Except for serious and wilful misconduct a written warning will be disregarded for disciplinary purposes after period of approximately 12 months.

## 16 GRIEVANCE PROCEDURE

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It is important that if you feel dissatisfied with any matter relating to your employment you should have an effective means by which to raise such a grievance and, where appropriate, have it resolved.

Nothing in this procedure is intended to prevent you from informally raising with your manager any matter you may wish to mention. Informal discussion can frequently solve problems without the need for a written record. However, if you wish to raise a formal grievance you should normally do so in writing from the outset.

If you feel aggrieved at any matter relating to your work (except harassment, for which there is a separate procedure) you should first raise the matter with your manager, explaining fully the nature and extent of your grievance. You will then be invited to a meeting at a reasonable time and location at which your grievance will be investigated fully. You must take all reasonable steps to attend this meeting. You will be notified of the decision, in writing, normally within ten working days of the meeting.

## 17 PRIVACY POLICY

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While the operation of the Privacy Act does not apply to the Employer in regards to any acts which directly relate to:

- the employment relationship between the Employer and the individual; and
- an employee record held by the Employer,

the Employer treats the handling of your personal information very seriously. Accordingly, the purpose of this policy is to ensure the protection of your privacy in relation to the handling of your personal information.

### 17.1 COLLECTION OF PERSONAL INFORMATION

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

**Personal information** includes information relating to:

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

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

## **17.2 YOUR RESPONSIBILITIES**

In light of the above objective, every employee is responsible for the appropriate handling of such information and to prevent unlawful disclosure.

If you have access to this information or such any personal information belonging to another employee or a client of the Employer, you must ensure that you maintain the confidence of any confidential information that you have access to, or become aware of, during the course of your employment and will prevent its unauthorised disclosure or use by any other person.

You will not use the confidential information for any purpose other than for the relevant and related Employer processes during or after your employment.

## **17.3 BREACH**

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

## **18 DRUGS AND ALCOHOL**

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### **18.1 ZERO TOLERANCE POLICY**

The use of drugs or alcohol jeopardises a safe workplace. The Employer has a zero tolerance policy with regard to drugs and alcohol and the workplace. Workers are not permitted to work while under the influence of drugs or alcohol.

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

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

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

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

### **18.2 PRESCRIBED MEDICATION**

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

### **18.3 NO SMOKING POLICY**

Smoking on the premises or in Employer vehicles is not permitted. You are only permitted to smoke in designated areas and during your breaks.

# 19 GENERAL WORKPLACE PROCEDURES

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## 19.1 INTRODUCTION

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

## 19.2 GENERAL

Management and employees alike must ensure:

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

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

## 19.3 HOUSEKEEPING

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

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

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

For employees who have direct contacts with the customers are expected to keep the Customer Servicing areas cleaned, neat and tidy at all times. It is strongly recommend that you do not consume or store food and drink in the reception area under any circumstances.

As many employees work in an open plan area, it is important that your workstation and or desk remains clean and tidy and free of boxes, papers and magazines. Our expectation is that your workstation will be cleared and tidied at the end of every day. Any items that require storage should be put away, hard copy paper files should be kept to a minimum, with soft copies of files stored on the relevant shared drive electronically. Laptops should not be left on desks overnight unless you have your own lockable office.

## 19.4 SECURITY

Entry to the premises during and / or outside of normal business hours will be by way of keys/security pass.

It is the responsibility of every {Business Name} employee to ensure that this key/security pass is kept in safe custody. It must be returned on demand.

If building access devices are lost or misplaced, you must notify your Manager immediately so that they can be cancelled.

Employees must ensure that all confidential/sensitive documents are locked away at night. You should make sure that your personal belongings and valuables are locked away and secured. Personal property is not covered by Company insurance.

## 19.5 KITCHEN AND BATHROOMS

Please keep the kitchen and bathroom areas clean at all times, cleaning up after use. You should be mindful that these are public areas and you should be respectful to others by always cleaning up after yourself. If you use dishes, wash them immediately after use.

If there are any issues with these facilities, you should notify your Manager immediately.

## 19.6 WASTE DISPOSAL

The Beauty and Brow Parkour takes social responsibility and environmental care serious. We are conscious about the effect of actions on the environment as well as minimizing their negative impact. To reduce our environmental footprint, we maintain a policy of "minimum waste", environmentally sound recycling methods and reducing unnecessary use of energy resources.

You can promote this policy by taking extra care 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;
- be mindful when disposing of waste.

Bins must be emptied at the end of the day to avoid piling up garbage and prevent rodent/insect infestation and also to prevent unpleasant odours at the work place.

Please minimize waste while performing treatments and recycle where you can using the appropriate bins. Only paper and cardboard with no company and/or customer information is to be placed into these bins. No general rubbish is to be placed in recycling bins.

## 19.7 THE NOISE FACTOR

Try to avoid shouting at each other across the office or on site at a client and respect people's busy periods or meeting times. Or if someone is engrossed in something at their computer or there are more than two people meeting with someone, it usually means they are busy. Try to talk quietly when you are on the telephone and respect others around you.

Try to talk quietly when you are on the telephone or when attending a customer and respect others around you.

## **19.8 FITNESS FOR WORK**

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

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

## 20 TERMINATION OF EMPLOYMENT

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### 20.1 TERMINATION DURING PROBATION

During probation period, either party can terminate the engagement giving one weeks' notice, Should your performance or conduct be unsatisfactory during the probation period, we may decide to terminate your engagement during the probation period, it is your manager's responsibility to communicate this with you.

#### Termination from final warning

Dismissal from final warning occurs when you have failed to improve your performance and/or behaviour in accordance with your final written warning and numerous written warnings you would have received through our Disciplinary Process. The standard period of notice still applies in these instances.

#### Termination from serious misconduct

Serious misconduct includes wilful or deliberate behaviour that is inconsistent with continuing engagement, and it is conduct that causes serious and imminent risk to the health or safety of a person, or the reputation, viability, or profitability of our business. Specific examples of serious misconduct include:

- Theft.
- Fraud.

## **20.2 RESIGNATIONS**

When you choose to resign from your employment, you must do so in writing to the Director. You are required to provide us with a period of notice. Your Employment Agreement will indicate the notice required.

## **20.3 TERMINATION WITHOUT GIVING REQUIRED 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.

## **20.4 ABANDONMENT OF EMPLOYMENT**

If you are absent for three consecutive working days without contacting us or without your manager's consent, we will follow this procedure:

Step 1: Your manager will attempt to contact you after two days absence, by telephone, email and/or registered post to determine the reason for absence and a return-to-work date. Your manager will reconfirm with you that a failure to return to work or the supply of an unsatisfactory explanation will result in termination.

Step 2: You will be required to provide reasonable explanation within 5 days from the first date of absence. If a fair and reasonable excuse is given (for example, hospitalisation) then the presumption of abandonment of employment may be reversed.

Step 3: If after 5 days and there is no reply or any reasonable explanation provided, termination by abandonment of employment applies. We make every attempt to conduct this termination with you in person but if it is not possible, it will be conducted by registered mail or email.

## **20.5 TERMINATION DURING PROBATION**

During probation period, either party can terminate the engagement giving one weeks' notice, Should your performance or conduct be unsatisfactory during the probation period, we may decide to terminate your engagement during the probation period, it is your manager's responsibility to communicate this with you.

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.

## **20.6 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.

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## **21 ACKNOWLEDGEMENT FORM**

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I \_\_\_\_\_ (please print name) acknowledge that I received a copy of this The Beauty and Brow Parlour Employee Handbook and that I have read and understood it.

Signed: Dated: