



**THE SEFTON HOTEL**

**POLICIES & PROCEDURE HANDBOOK**

# Introduction

## Welcome

Welcome to our business. The following handbook contains policies and procedures that will apply to your employment with the Company. The policies and procedures contained in this handbook may be amended from time to time at the discretion of the Company, in which case the amended policies and procedures will supersede the previous. These policies and procedures do not form part of your Contract of Employment.

## Acknowledgement

By signing below, you acknowledge that you have read and understood the policies and procedures contained in this handbook:

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Employee Signature

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Employee Name

Date.....

# EEO, Discrimination, Bullying and Harassment Policy

## 1 Introduction

- 1.1 Sefton Hotel ("the Company") supports equal employment in the workplace and eliminating unlawful discrimination, bullying and harassment in the workplace. The policy is intended to provide managers and employees with information to help the Company achieve its policy objectives by outlining expectations of behavior and procedures for dealing with complaints.

## 2 Scope

- 2.1 The EEO and Discrimination, Bullying and Harassment Policy is applicable to all employees.
- 2.2 Employees must comply with the policy during work, when representing or acting on behalf of the Company and at work related events and social functions.
- 2.3 Behavior that is inconsistent with this policy will not be tolerated.

## 3 Equal Employment Opportunity

- 3.1 It is the policy of the Company that all persons in the workplace be treated on the basis of merit and according to their skills and abilities. This shall include, but is not limited to, matters involving:
- i. Recruitment, selection, transfers, promotions, performance reviews, training and development, supervision and management of staff, counselling, disciplinary procedures and termination of employment; and
  - ii. Remuneration practices and benefits.
- 3.2 An employee's gender, marital status, pregnancy, parental or family responsibilities, race, age, physical or mental disability, sexual orientation, transgender, political or religious beliefs, social origin trade union activity or inactivity or physical appearance will not form the basis of employment decisions.

## 4 Discrimination and Harassment

- 4.1 The Company believes that all employees have a right to work in a productive environment in which unlawful discriminatory conduct or harassment of others is not tolerated.
- 4.2 Unlawful discrimination and harassment can have many negative effects in the workplace. Employees who are subjected to or witness this type of treatment often feel intimidated or anxious at work.
- 4.3 All forms of harassment and unlawful discrimination are considered unacceptable by the Company and may lead to disciplinary action including termination of employment.
- 4.4 What is Unlawful Discrimination?
- 4.4.1 Unlawful discrimination may occur when an employee is treated less favorably than others

because of that person's individual characteristics or because that person belongs to a particular group of people. Discrimination does not have to be calculated or intentional to be unlawful. The intention of the person discriminating is irrelevant. Basically, two types of unlawful discrimination can occur in the workplace:

- i. **Direct Discrimination** - this occurs when an individual treats another person less favorably for an unlawful reason.
- ii. **Indirect Discrimination** - this occurs when a policy or practice appears neutral but in fact results in an individual or group being treated less favorably.

4.4.2 Employment decisions may be unlawful if they are made on the basis of a person's:

- i. Gender (including marital status, pregnancy or potential pregnancy);
- ii. Race (including color, nationality, ethnic or ethno-religious origin);
- iii. Sexuality (including sexual preference, transgender status or homosexuality);
- iv. Age;
- v. Marital status;
- vi. Family or carer's responsibilities;
- vii. Pregnancy;
- viii. Religion;
- ix. Political opinion;
- x. Criminal records;
- xi. Disability; or
- xii. Trade Union Activity.

4.5 Examples of Unlawful Discrimination

4.5.1 The following examples may constitute unlawful discrimination in the workplace:

- i. A pregnant employee being pressured to resign prior to taking any maternity leave; or
- ii. Making the decision not to hire an employee on the basis of the person's ethnicity.

4.6 What is Harassment?

4.6.1 Harassment is any uninvited or unwelcome behaviour that offends, humiliates or intimidates another person, whether or not that effect is intended.

4.6.2 Harassment may occur as a single act, or as a series of incidents, persistent innuendoes or threats. It can take many forms: it may be silent or loud, subtle or openly hostile; it can be private or public.

4.6.3 Harassment may take the form of general bullying or be specifically aimed at people with particular or different characteristics. The latter type of harassment may amount to discrimination which is unlawful.

## 4.7 Sexual Harassment

- 4.7.1 Sexual harassment in the workplace, generally includes any unwelcome conduct of a sexual nature which a reasonable person would find offensive. It may be physical, verbal or written.
- 4.7.2 Certain conduct that may be tolerated socially could constitute sexual harassment in the workplace when it is unwelcome. At the same time, sexual harassment must not be confused with conduct that has the consent of all involved.
- 4.7.3 The Company is committed to maintaining a working environment which is free from sexual harassment. The Company regards sexual harassment as a serious issue and aims to treat any complaints in a sensitive, fair and confidential manner.

## 4.8 Examples of Sexual Harassment

- 4.8.1 The following examples may constitute sexual harassment when they are offensive to an employee, regardless of any innocent intent on the part of the offender:
- i. The public display of pornography, including on the Internet;
  - ii. Continued use of jokes containing sexual innuendo;
  - iii. Intrusive enquiries into another employee's private life, their sexuality or physical appearance;
  - iv. Persistent requests from a colleague to go for a drink where such requests have been consistently declined;
  - v. Persistent staring or leering at a person or parts of their body;
  - vi. Sexually offensive telephone calls;
  - vii. Requests for, or expectations of, sexual activity under threat, or in exchange for favours or promises of preferential treatment;
  - viii. Deliberate or unnecessary physical contact, such as patting, pinching, fondling, deliberate brushing up against another body, or attempts at kissing;
  - ix. Public displays of nudity - commonly referred to as flashing;
  - x. Sexual violence at the most extreme, sexual assault and forced attempts at sexual intercourse.

## 5 Victimisation

- 5.1 Victimisation occurs when a person victimises another person who lodges a discrimination or harassment complaint or takes certain related actions.
- 5.2 Victimisation of others is unlawful. The intention of such protective measures is to ensure that a person who wants to use or does use their statutory rights to protect themselves against discrimination or harassment, is not further disadvantaged by other detriments being imposed on them.
- 5.3 Disciplinary action will be taken against an employee who is found to have engaged in threatening or other inappropriate action against a person who has complained of harassment.

## 6 Bullying

6.1 Workplace bullying is repeated, unreasonable behaviour directed towards a person, or a group of persons, that causes a risk to health and safety. For the purposes of this policy, the following are defined:

**Repeated behaviour** refers to the persistent nature of the behaviour and can refer to a range of behaviours over time.

**Unreasonable behaviour** means behaviour that a reasonable person, having regard to the circumstances, may see as unreasonable, for example because the behaviour is victimising, humiliating, undermining or threatening.

**Risk to health and safety.** The bullying behaviour must be repeated, unreasonable and cause a risk to health and safety. 'Health' includes both physical and psychological health.

6.2 Bullying may be direct or indirect and may include, but is not limited to:

- i. putting new staff through "initiation rituals";
- ii. verbal abuse, threats, sarcasm or other forms of demeaning or intimidating language or communication;
- iii. constant negative criticism or "nit-picking"
- iv. threatening to take unjustified action against a person unless they comply with unreasonable requests;
- v. placing unreasonable work demands on people, such as overloading them with work;
- vi. deliberately isolating a staff member by refusing to talk to or interact with them.

6.3 What is not bullying?

6.3.1 Many things that happen at work are generally not considered to be bullying, although some experiences can be uncomfortable for those involved. Differences of opinion, performance management, conflicts and personality clashes can happen in any workplace, but do not necessarily result in bullying.

6.3.2 Reasonable management of workers carried out in a reasonable manner is not bullying. Managers have the right, and should, manage their staff. This includes directing the way in which work is performed, undertaking performance reviews and providing feedback (even if negative) and disciplining and counselling staff. According to Safe Work Australia, examples of reasonable management action include:

- i. setting reasonable performance goals, standards and deadlines in consultation with workers and after considering their respective skills and experience;
- ii. allocating work to a worker in a transparent way;
- iii. fairly rostering and allocating working hours;
- iv. transferring a worker for legitimate and explained operational reasons;

- v. deciding not to select a worker for promotion, following a fair and documented process;
- vi. informing a worker about unsatisfactory work performance in a constructive way and in accordance with any workplace policies or agreements;
- vii. informing a worker about inappropriate behaviour in an objective and confidential way;
- viii. implementing organisational changes or restructuring, and
- ix. performance management processes.

## 7 Responsibilities

7.1 All employees have a responsibility to:

- i. Comply with this policy;
- ii. Monitor the working environment to ensure that acceptable standards of conduct are observed at all times;
- iii. Model appropriate behaviour;
- iv. Ensure that all employment, advancement and training decisions are consistent with this policy;
- v. Seek appropriate advice and assistance when dealing with formal or informal complaints.
- vi. When appropriate, deal with sensitive information in a confidential manner.

## 8 What if you do have a complaint

8.1 Employees who become aware of a breach or suspected breach of this policy are encouraged to discuss the matter with his or her Supervisor on a confidential basis.

8.2 An employee who believes they are the victim of discrimination, bullying or harassment may deal with the matter:

8.2.1 **Informally** - by confronting the person with whom they are aggrieved; and/or

8.2.2 **Formally** - by using the Company's grievance procedure.

8.3 Should the employee elect to raise a formal grievance, the Company may carry out an investigation. Alternatively, the Company may take whatever action it deems necessary to attempt to resolve the employee's grievance.

8.4 If after an investigation by the Company, an employee's complaint or statement is found to be false and malicious, disciplinary action may be taken against the employee.

8.5 If an employee's complaint is substantiated, the Company may take disciplinary action against the perpetrator. Depending upon the seriousness of the breach of this policy, such action may include termination of employment.

## **9 Breach of this policy**

- 9.1 Any employee who is found to have breached this policy may be subject to disciplinary action, up to and including termination of employment.

# Grievance Policy

## 1 Introduction

- 1.1 Sefton Hotel ("**the Company**") is committed to promoting a healthy and productive work environment. The Company recognises that disputes, and grievances may arise in the workplace and acknowledges the rights of employees to raise these concerns. The Company's grievance procedure is an important tool to help the Company achieve this goal.
- 1.2 Employees are encouraged to proactively manage legitimate concerns, issues or complaints, regardless of their nature or severity, in accordance with the grievance procedure.

## 2 Scope and Purpose

- 2.1 This policy is applicable to all employees of the Company.
- 2.2 The purpose of this policy is to create and maintain a productive workplace and an effective means for encouraging team members to promptly communicate their concerns and deal with grievances.

## 3 Definitions

- 3.1 The following definitions apply for the purposes of this policy:

**A Grievance** is any type of problem, concern or complaint related to an employee's work or the work environment. A personal grievance may be about any act, behaviours, omission, situation or decision impacting on an employee that the employee thinks is unfair or unjustified. A grievance can relate to almost any aspect of employment, for example:

- i. A workplace communication or interpersonal conflict;
- ii. A workplace health and safety issue;
- iii. An allegation of discrimination or harassment;
- iv. Concerns regarding allocation of work, job design, or performance management;  
and
- v. Concerns regarding the interpretation and application of conditions of employment.

**Manager** is any person occupying a supervisory role or a position, which is directly or indirectly responsible for supervision and management of staff.

**Respondent** is the person/s against whom a concern, complaint or dispute is raised.

**Staff Member** is any person employed, contracted or volunteering at Sefton Hotel ("**the Company**").

## 4 Procedure

4.1 If an employee has a workplace complaint or grievance, the employee should apply the following procedure:

<b>Step 1</b>	First, the employee should attempt to resolve the matter directly with the parties involved.
<b>Step 2</b>	If the employee is unable to resolve the grievance directly with the parties involved, or it is inappropriate to do so, the employee should refer the grievance to his or her Supervisor. To do this the employee must advise his or her Supervisor of the nature and details of the grievance and the preferred outcome.
<b>Step 3</b>	If the employee is unable to resolve the grievance with his or her Supervisor, or it is inappropriate to do so, the employee should refer the grievance to Head of Human Resources. To do this the employee must advise Head of Human Resources of the nature and details of the grievance and the preferred outcome (in writing, if requested). The Company will decide what action (if any) is appropriate and whether further investigation is warranted.

4.2 Reasonable time limits must be allowed for the completion of the various stages of the procedure.

## 5 Breach of this policy

5.1 Any employee who is found to have breached this policy may be subject to disciplinary action, up to and including termination of employment

# Parental Leave Policy

## 1 Introduction

- 1.1 Sefton Hotel ("**the Company**") recognises and understands that the birth or adoption of a child is a special time in an employee's life and that an employee will usually require leave during this period.
- 1.2 This policy provides guidance for employees on entitlements and company requirements relating to Parental leave.
- 1.3 Parental leave for this purpose encompasses maternity leave, paternity leave and adoption leave.
- 1.4 Parental leave is unpaid by the Company. However, employees may be entitled to paid parental leave under the Statutory Paid Parental Leave Scheme ("PPL Scheme") or any other Company scheme as implemented and amended from time to time.

## 2 Scope

- 2.1 This Policy applies to all eligible employees of the Company in Australia.
- 2.2 This Policy will apply subject to and in accordance with the Fair Work Act 2009 (Cth) as amended from time to time.

## 3 Definitions for Parental Leave

- 3.1 **authorised leave** means leave, or an absence, whether paid or unpaid, that is authorised:
  - i. by the Company; or
  - ii. by or under a term or condition of an employee's employment; or
  - iii. by or under a law, or an instrument in force under a law, of the Commonwealth, a State or a Territory.
- 3.2 **continuous service** in relation to a period of an employee's service means service as an employee during the whole of the period, including (as a part of the period) any of the following periods:
  - i. a period of authorised leave;
  - ii. a period (the casual period) during which the employee was a casual employee, if:
    - a) during the casual period, the employee was engaged on a regular and systematic basis by the Company; and
    - b) during the casual period, the employee had a reasonable expectation of continuing employment by the Company.
- 3.3 **de facto spouse** of an employee, means a person who although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and includes a

former de facto partner of the employee.

- 3.4 **eligible casual employee** is, or will be, a casual employee who has been engaged on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months, and who, but for an expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagements on a regular and systematic basis.
- 3.5 **medical certificate** means a certificate signed by a medical practitioner.
- 3.6 **medical practitioner** means a person registered, or licensed, as a medical practitioner under a law of a State or Territory that provides for the registration or licensing of medical practitioners.
- 3.7 **parental leave** means a period of unpaid leave associated with the birth of a child of the employee or the employee's spouse or de facto partner or the placement of a child with the employee for adoption.
- 3.8 **Statutory Paid Parental Leave Scheme** means the government funded paid parental leave scheme provided by the Paid Parental Leave Act 2010.
- 3.9 **day of placement of a child means** the earlier of the following days:
- i. the day on which the employee first takes custody of the child for the adoption;
  - ii. the day on which the employee starts any travel that is reasonably necessary to take custody of the child for adoption.

## 4 Leave Form

- 4.1 An eligible employee who wants to apply for a period of parental leave must complete and submit a parental leave application form in accordance with this Policy.

## 5 Unpaid Parental Leave

### 5.1 Permanent Employees

- 5.1.1 As a permanent employee you are entitled to parental leave in this section in accordance with the NES if you have 12 months or more continuous employment as at the expected date of birth, or upon adoption, and the employee has, or will have responsibility for the care of the child.
- 5.1.2 If you are eligible, you may access up to 12 months of unpaid parental leave. You may request to extend their parental leave for a further period of up to 12 months. Requests for extensions of parental leave must be in writing and be provided at least 4 weeks prior to the end of the first 12 month period of parental leave. We will respond in writing to the request within 21 days of the request being made and will only refuse the request on reasonable business grounds.
- 5.1.3 You may also take a period of unpaid parental leave concurrently with the primary caregiver (concurrent unpaid parental leave).
- 5.1.4 Annual Leave or Long Service Leave accrued by you can be taken as part of the employee's

approved unpaid parental leave.

## 5.2 Casual Employees

5.2.1 As a casual employee you will be entitled to parental leave provided:

- i. you have been employed on a regular and systematic basis for an ongoing period of employment with the Company of at least 12 months immediately preceding when you are to commence parental leave; and
- ii. you have a reasonable expectation of ongoing employment on that basis.

## 5.3 How to apply for Unpaid Personal Leave

5.3.1 In order to take unpaid parental leave, you are required to provide at least 10 weeks' notice prior to starting the leave. This notice must:

- i. be in writing;
- ii. specify the start and end dates of the leave; and
- iii. for maternity and paternity leave, be accompanied by a certificate from a medical practitioner that confirms the pregnancy and the expected date of birth; or
- iv. for adoption leave, be accompanied by evidence that confirms the day of placement or expected day of placement of the child, and that the child is, or will be, under 16 as at the day of placement or expected day of placement of the child.

5.3.2 You must confirm this information least 4 weeks before the intended start date of the leave.

## 6 Breach of this policy

6.1 Any employee who is found to have breached this policy may be subject to disciplinary action, up to and including termination of employment.

# Alcohol and Other Drugs Policy

## 1 Introduction

- 1.1 Sefton Hotel (**the Company**) is committed to providing a safe, healthy and productive work environment. The Company also endeavours to maintain a positive professional profile with customers, suppliers and other members of the public.
- 1.2 In this context, it is the Company's policy to promote and maintain a workplace that is free from the risks associated with alcohol and other drugs and to support the health and wellbeing of all persons in the workplace.

## 2 Scope

- 2.1 This policy applies to all persons (including employees, contractors, on-hired employees and members of the public) who have cause to be on the Company site.

## 3 Definitions

- 3.1 For the purposes of this policy:
  - 3.1.1 **Drugs** means Prohibited Drugs and Non-Prohibited Drugs;
  - 3.1.2 **Non-Prohibited Drugs** means prescriptions or over-the-counter drugs;
  - 3.1.3 **Prohibited Drugs** means all drugs whose use, possession, sale or manufacture is prohibited by law;
  - 3.1.4 **Workplace** (for the purpose of this policy) means any of the Company's premises; the premises of the Company's customers and suppliers; the premises of a Company function or event; a Company owned or leased motor vehicle and any venue at which the person is acting as a representative of the Company.

## 4 Non-Prohibited Drugs

- 4.1 If a person is required to take a Non-Prohibited Drug he or she must consult his or her doctor or pharmacist prior to taking the Non-Prohibited Drug to learn of any side effects that may affect the person's ability to perform normal duties and maintain a safe working environment.
- 4.2 If a person is required to take a Non-Prohibited Drug that may potentially impair his or her ability to drive, operate machinery or equipment or otherwise perform work safely, the person must notify his or her relevant Supervisor of the medication and its likely affects. Such notification must be given before the person commences work under the influence of such Non-Prohibited Drug.
- 4.3 A person:
  - 4.3.1 must ensure that any Non-Prohibited Drug is taken strictly as directed; and
  - 4.3.2 must not operate plant or equipment where the safety or welfare of the person or others may be at risk.

- 4.4 The Company reserves its right to require a person to undergo a medical assessment by the Company's choice of medical practitioner for the purpose of ascertaining the effect of the Non-Prohibited Drug on the person's ability to perform his or her work in a safe manner.
- 4.5 When requested by the Company, a person is required to submit to examination by the Company's choice of medical practitioner and authorise the Company and the examining medical practitioner to exchange information relating to his or her work or employment at the Company and the examination findings.
- 4.6 If a person has been taking a Non-Prohibited Drug and then, whether on instruction from a medical practitioner or otherwise, discontinues the use of the Non-Prohibited Drug, the person must notify his or her relevant Supervisor of the likely effects of discontinuing use of the Non-Prohibited Drug, if discontinuing use of the Non-Prohibited Drug may potentially impair his or her ability to drive, operate machinery or equipment or otherwise perform work safely. Such notification must be given before the person discontinues the use of such Non-Prohibited Drug.

## **5 Prohibited Conduct**

- 5.1 The following conduct will constitute serious misconduct and may be grounds for a person's summary dismissal and/or removal from the Workplace:
- i. the use or possession of Prohibited Drugs at the Workplace:
  - ii. making an offer to sell Prohibited Drugs or Non-Prohibited Drugs at the Workplace.
- 5.2 The Company may take whatever other action it deems necessary, or action it is required to take by law when dealing with allegations of prohibited conduct by persons covered by this policy.

## **6 Being Under the Influence of Prohibited Drugs or Alcohol**

- 6.1 All persons must be free from the influence of Prohibited Drugs whilst at the workplace and/or whenever operating Company equipment.
- 6.2 Alcohol may only be brought on site with prior approval of the Supervisor who will specify the conditions under which alcohol will be permitted.

## **7 Requirement to Hold Valid Motor Vehicle License**

- 7.1 Where a person is required to operate a registered motor vehicle on a public road as part of his or her work, the person must report to his or her Supervisor any matter that results in him or her ceasing to hold a current driver's licence (including suspension) due to an Alcohol or Drug-related driving offence.

## **8 Testing for Alcohol and Other Drugs**

- 8.1 Where the Company has reason to suspect that a person is under the influence of Alcohol or Drugs in possible contravention of this policy, the Company may direct the person to undergo

an Alcohol and/or Drug test.

- 8.2 If a person is directed to participate in an Alcohol and/or Drug test and he or she refuses to undergo such a test, this may be considered to be a refusal of a reasonable and lawful direction which may result in disciplinary action which may include termination of employment or services for refusal to obey a lawful and reasonable direction.

# Internet and Email Policy

## 1 Introduction

- 1.1 Sefton Hotel ("the Company") recognises that its computer, email and internet resources are critical tools of the Company workplace, however there are a number of serious risks or consequences that may affect the Company, its employees or customers, if these resources are misused.
- 1.2 This policy sets out the appropriate standard of behaviour for users of the Company's computer, email and internet resources and should be read in line with the Company's Workplace Surveillance and Social Media Policies

## 2 Scope

- 2.1 This policy applies to all users who access or use the Company's computer, email and internet resources.

## 3 Use of Computer Email and Internet Resources

- 3.1 Users are entitled to access and use the Company's computer, email and internet resources for business purposes.
- 3.2 Limited private use of the Company's computer, email and internet resources is permitted subject to the following conditions:
  - i. private use must be kept to a minimum;
  - ii. private use must not interfere with or delay a user's work obligations in any way;
  - iii. private use must comply with all Company policies and must not be inconsistent with the user's contract of employment.

## 4 Material

- 4.1 The display or transmission of offensive or sexually explicit material is unacceptable and will not be tolerated. The transmission of any such material by users, even if sent from outside sources, is strictly forbidden and may lead to immediate termination of employment.
- 4.2 All computers and the data stored on them are and remain at all times the property of the Company. As such, all email messages composed, sent, and/or received are the property of the Company.

## 5 Inappropriate Use

- 5.1 Examples of inappropriate use of Company computer, email and internet resources include (but are not limited to):
  - i. Use for unlawful activities (e.g. hacking);
  - ii. Use for activities that create an actual or potential conflict with the user's obligations to the Company (e.g. sending sensitive information to a competitor);

- iii. Use of abusive language or graphics in either public or private messages;
- iv. Activities which could cause congestion and/or disruption of networks or systems;
- v. Accessing, viewing, posting, downloading, storing, transmitting, sharing, printing, distributing or soliciting of any information or material that the Company views as racist, pornographic, obscene, abusive or otherwise offensive.

5.2 Email messages must not contain material that is or could reasonably be considered offensive, defamatory, discriminatory or derogatory. Such inappropriate content would include, but is not be limited to:

- i. sexual comments or images;
- ii. solicitation of non-business causes (including but not limited to political, religious causes unless the activity is a company sponsored or sanctioned activity);
- iii. chain-letters;
- iv. gender-specific comments, or any comments that might offend someone on account of his or her age, gender, sexual orientation, religious or political beliefs, national origin or disability;
- v. messages which have the potential to be viewed as defamatory, threatening or obscene.

## **6 Security**

6.1 Email does not possess a guarantee of security. Where possible, highly sensitive or confidential documents should not be sent via email. If in doubt, a user must check with his or her manager.

## **7 Monitoring Activities**

7.1 The Company reserves the right to monitor (log) email and internet use in order to maintain the standards set out in this policy and the security of our computer system. Senior managers of the Company have the right to access information so logged.

7.2 System administrators and senior management have access to individual audit trails of email and internet use for necessary maintenance of the computer system. The Company has the ability to monitor the use and operation of the Company computer resources by means of software designed to filter the use of internet and email content and to monitor compliance with the Company's policies. The Company may conduct forensic computer examinations randomly and in the event of a suspected breach of policy.

7.3 Monitoring by the Company may take place on a continuous and ongoing basis. Employees should therefore assume that all email correspondence may be opened by Company management.

## **8 Protocols**

8.1 Email is often used as a form of formal business communication similar to facsimiles or other printed correspondence. Users must ensure that the form and content of work-related emails

are drafted in a professional and appropriate manner.

- 8.2 Similarly, consideration should be given to the distribution of a message and only relevant parties should be included as the addressees or be copied-in.
- 8.3 Emails should be written in sentence case rather than capitals. Capital letters appear threatening and unfriendly and tend to create an adverse impression.

## **9 Formal Business Records**

- 9.1 Depending on its content, an email message may constitute a formal business record. If this is the case, the user who sends or receives the message must ensure the message is stored in an appropriate place (e.g. computer or hard copy file).

## **10 Breach of this policy**

- 10.1 Any employee who is found to have breached this policy may be subject to disciplinary action, up to and including termination of employment.

# Social Media Policy

## 1 Introduction

- 1.1 The purpose of this policy is to ensure Sefton Hotel (“**the Company**”) employees appropriately use Social Media Applications. It has also been developed to ensure that employees adhere to their obligations to protect the Confidential Information and Intellectual property of the Company and treat others with respect.

## 2 Scope

- 2.1 This policy covers all team members and is not limited to Company premises or standard working hours. It extends to all occasions that team members engage with or communicate in any form on Social Media Applications which may have a link to the Company.
- 2.2 This policy is also applied, as appropriate to the relationship with customers, clients, vendors and any other business parties of the Company.
- 2.3 This policy should be read in conjunction with the Grievance Policy, EEO, Discrimination Bullying and Harassment Policy and the Internet and Email Policy.

## 3 Policy

- 3.1 The Company has a legitimate business interest and right to protect its Confidential Information and its reputation. As such, this policy applies to all information and online communications made by employees via Social Media Applications that refer or relate to an employee’s employment, interactions with other employees or any communications that directly or indirectly relate or refer to the Company.

## 4 Social Media Applications

- 4.1 Social Media Applications include, but are not limited to:
  - i. Social Networking sites e.g. Facebook, MySpace, Google Plus, LinkedIn;
  - ii. Video and Photo sharing websites e.g. Flickr, YouTube;
  - iii. Micro-blogging sites e.g. Twitter;
  - iv. Weblogs, including corporate blogs, personal blogs or blogs hosted by tradition media publications, web leads such as RSS feeds;
  - v. Forums and discussion boards such as Whirlpool, Yahoo! Groups or Google Groups;
  - vi. Instant messaging services such as Communicator+;
  - vii. Online Encyclopaedias such as Wikipedia;
  - viii. Any other web sites that allow individual users or companies to use simple publishing tools.
- 4.2 Social Media Applications is not limited to websites and this policy applies to any other

electronic application (such as mobile phone based, or hand held/PDA device based applications) which provides for the sharing of information to user groups or the public at large.

- 4.3 Online communications may include posting or publishing information via Social Media Applications, uploading and/or sharing photos or images, direct messaging, status “updates” or any other form of interaction and/or communication facilitated by social media.

## **5 Use of Social Media Applications During Work Time**

- 5.1 Unless authorised by management, under no circumstances should any Company employee use Social Media Applications at work or for work related purposes.

## **6 Responsibility**

- 6.1 The Company employees must:

- i. not disclose any Company related information on any Social Media Application unless otherwise authorised by Management or the Company;
- ii. ensure that they do not encourage, aid or abet other persons to use social media inappropriately;
- iii. ensure they do not disclose any information about fellow Company employees on any Social Media Applications or similar;
- iv. under no circumstances take photos of Company employees, events or workplaces to be posted on any Social Media Applications unless otherwise authorised by Management or the Company;
- v. ensure no material is published or disclosed that is obscene, defamatory, threatening, harassing, discriminatory or hateful to another person or entity including the Company, its officers, directors, employees, agents or representatives, its clients, partners, suppliers, competitors or contractors;
- vi. ensure they notify their manager, supervisor or the appropriate contact person in the Company should they be aware any material which may damage the Company or its reputation
- vii. ensure that they do not make any online communication that is in any way disparaging or unfavourable about the Company and/or is likely to bring the Company into disrepute or ridicule;
- viii. maintain and protect the Confidential Information of the Company in their communications and not use the name the Company or any other like title identifying the Company in any domain name, or in the title of any blog or any other personal site that may be established;

- ix. not use or display any of the Company's Intellectual Property in any online communications without the express written consent of senior management of the Company.

6.2 Any online communication to or facilitated by Social Media Applications using the Company's information systems may be subject to the Company's Workplace Surveillance policy or equivalent, where applicable.

6.3 Employees who do choose to reveal or imply their place of employment on Social Media Applications or a personal site should be aware that they are potentially increasing exposure for both themselves and the Company. Employees are responsible and accountable for information that they put forward via social media and should monitor their posts accordingly.

## **7 Posting on behalf of the Company**

7.1 Employees are not to post on behalf of the Company without the Company's written consent.

7.2 The Company reserves the right to request that employees remove any published content where published on a social media site, if not suitable or if inappropriate.

## **8 Breach of Policy**

8.1 An employee who acts in breach of this policy or any other Company policy may face disciplinary action, up to and including termination of employment.

8.2 In cases where the Company has incurred costs due to an employee's breach of this policy, the company may seek to recover such costs from the employee.

## **9 Definitions**

9.1 "**Confidential Information**" includes but is not limited to any trade secrets or confidential information relating to or belonging to the Company, including but not limited to any such information relating to: customers or clients; customer lists or requirements; suppliers; terms of trade; pricing lists or pricing structures; marketing information and plans; Intellectual Property; inventions; business plans or dealings; technical data; employees or officers; financial information and plans; designs; product lines; any document identified as being confidential by the Company; research activities; software and the source code of any such software; but does not include information which,

- i. is generally available in the public domain; and
- ii. was known by the employee prior to the disclosure by the Company, its employees, representatives or associates.

9.2 "**Intellectual Property**" means all intellectual proprietary rights whether registered or unregistered and whether existing under statute, at common law or in equity throughout the world including, without limitation:

- i. all trademarks, trade names, logos, symbols, get up, brand names or similar rights, registered or unregistered designs, patents, copyright, circuit layout rights, trade secrets and the right to have Confidential Information kept confidential; together with
- ii. any application or right to apply for any of the rights referred to in paragraph (a) above.

# Leave Policy

## 1 Introduction

- 1.1 All employees are entitled to leave in accordance with relevant legislation and the provisions of this policy. This procedure defines the entitlements for leave and the process of application for and approval to take leave.
- 1.2 Paid leave entitlements are also governed by the National Employment Standards of the Fair Work Act 2009 (Cth) (as amended) ("the Act").

## 2 Scope

- 2.1 This Policy is applicable to all employees of Sefton Hotel ("**the Company**").
- 2.2 The following paid leave entitlements only apply to full-time and part-time employees:
  - i. Annual leave;
  - ii. Personal leave; and
  - iii. Compassionate leave.

## 3 Definitions

- 3.1 Throughout this policy the following definitions apply:
  - 3.1.1 **NES** means the National Employment Standards in the Act.
  - 3.1.2 **Immediate Family Member** means the following members of an employee's immediate family:
    - i. a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee;
    - ii. a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee. De facto partner includes a former de facto partner of the employee.
  - 3.1.3 **Personal leave** includes paid sick leave and paid or unpaid carer's leave as follows:
    - i. **Sick leave** means paid leave taken by an employee because of a personal illness, or injury, of the employee;
    - ii. **Carer's leave** means paid or unpaid leave taken by an employee to provide care or support to an Immediate Family Member of the employee, or a member of the employee's household, who requires care or support because of a personal illness, or injury, of the member; or an unexpected emergency affecting the member.

## 4 Annual Leave

- 4.1 Entitlement
  - 4.1.1 Full-time employees not performing shift work will accrue annual leave progressively to a maximum of 20 days' annual leave during each year of continuous service in accordance with

the NES. Part-time employees will accrue a pro rata amount of annual leave.

4.1.2 Annual leave accrues on a pro-rata basis and is cumulative.

#### 4.2 Taking Annual Leave

4.2.1 When an employee proposes to take a period of annual leave, the time and date of such leave must be authorised by the Company. Authorisation by the Company is subject to the operational requirements of the Company.

### 5 Personal Leave

#### 5.1 Entitlement

5.1.1 Full-time employees will accrue progressively to a maximum amount of 10 days (76 hours) of paid Personal Leave during each year of continuous service in accordance with the NES.

5.1.2 Part-time employees will accrue a pro rata amount of Personal Leave.

5.1.3 Untaken Personal Leave will accrue from year to year but is not payable on termination of employment.

5.1.4 Personal leave accrues on a pro-rata basis and is cumulative.

5.1.5 An employee will not be entitled to paid Personal Leave for any period in respect of which he or she is entitled to workers' compensation.

#### 5.2 Notification Requirements

5.2.1 An employee must notify the Company as soon as reasonably practicable that he or she will be absent due to illness or injury. In notifying the Company, the employee must contact his or her manager and in cases where the manager is unavailable, leave a message and return telephone number.

#### 5.3 Documentary Requirements

5.3.1 If the Company requires an employee to provide documentary evidence in relation to a period taken (or to be taken), the employee must provide the Company evidence as soon as reasonably practicable. This may include but is not limited to a medical certificate or statutory declaration.

#### 5.4 Notification Requirements for Carer's Leave

5.4.1 An employee must notify the Company as soon as reasonably practicable when the employee requires (or required) leave. In notifying the Company, the employee must contact his or her manager and in cases where the manager is unavailable, leave a message and return telephone number.

#### 5.5 Unpaid Carer's Leave

5.5.1 If:

- i. an employee satisfies the requirements to take Carer's Leave but has exhausted his or her entitlement to paid Personal Leave; or
- ii. the employee is a casual employee;

5.5.2 the employee may access a maximum of 2 days of unpaid Carers' Leave per occasion.

## **6 Long Service Leave**

6.1 An employee's entitlement to Long Service leave will be in accordance with applicable state or territory legislation.

6.2 Applications for Long Service leave should be made at least 4 weeks in advance.

## **7 Compassionate Leave**

7.1 Full-time and part-time employees are entitled to a period of 2 days' paid Compassionate Leave for each occasion when an Immediate Family Member or a member of the employee's household:

- i. contracts or develops a personal illness that poses a serious threat to his or her life; or
- ii. sustains a personal injury that poses a serious threat to his or her life; or
- iii. dies.

7.2 An employee who is entitled to a period of compassionate leave for a particular permissible occasion is entitled to take the compassionate leave as:

- i. a single, unbroken period of 2 days; or
- ii. 2 separate periods of 1 day each; or
- iii. any separate periods to which the employee and the Company agree.

7.3 An employee who is entitled to a period of compassionate leave because a member of the employee's immediate family or a member of the employee's household has contracted or developed a personal illness, or sustained a personal injury, is entitled to start to take the compassionate leave at any time while the illness or injury persists.

7.4 The Company may require the Employee to provide evidence that would satisfy a reasonable person of the personal illness, sustained personal injury or death.

## **8 Breach of this policy**

8.1 Any employee who is found to have breached this policy may be subject to disciplinary action, up to and including termination of employment.

# Performance Counselling and Disciplinary Policy

## 1 Introduction

- 1.1 A critical factor for the success of Sefton Hotel ("the Company") is the work performance, conduct and achievements of its employees.
- 1.2 The purpose of this policy is to implement a fair process for managing employee conduct or performance that fails to meet the Company's standards or expectations.

## 2 Scope

- 2.1 Except as provided in paragraph 2.2 below, this policy is applicable to:
  - i. permanent employees of the Company; and
  - ii. casual employees employed on a regular and systematic basis where such employee has a reasonable expectation of continuing employment by the Company on a regular and systematic basis.
- 2.2 This policy does not apply to employees with:
  - i. 6 months or less continuous service with the Company where the Company employees 15 or more employee in accordance with the Fair Work Act 2009 (Cth) ("the Act") and, if applicable, the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth) ("the Transitional Act").
  - ii. 12 months or less continuous service with the Company where the Company employs less than 15 employees in accordance with the Act and, if applicable, the Transitional Act.

## 3 Policy

- 3.1 All Company employees are required to perform their work safely, productively and efficiently in accordance with the Company policies, procedures and guidelines.
- 3.2 Where an employee's work performance or conduct is unacceptable, the Company may apply counselling and disciplinary action in accordance with this policy.
- 3.3 The Company may bypass and not apply one or more of the steps in this policy where an employee's conduct or performance warrants such action or in particular circumstances. Nothing in this policy prevents the Company from terminating an employee summarily for serious misconduct.

## 4 Counselling

- 4.1 Counselling about performance or conduct issues will normally take the form of an initial discussion between the employee and his or her Manager.
- 4.2 During this discussion, the Manager may identify the specific areas requiring improvement, and ascertain whether the employee requires any guidance or additional assistance in meeting the

Company's expectations.

- 4.3 Counselling may be followed by disciplinary action where the Manager deems it to be appropriate. The outcome of the counselling session, including any guidelines for improvement, may be confirmed formally.

## 5 Disciplinary Action

- 5.1 Disciplinary action may be applied by the Company where day to day support or counselling has been unsuccessful, or a breach of a standard is considered serious enough to warrant disciplinary action.
- 5.2 Prior to issuing a formal warning, the Manager may explain to the employee the manner in which the employee's conduct or performance is not meeting the required standard.
- 5.3 In the first instance, the Manager may initially counsel the employee by informing the employee of the area(s) in which he or she is not meeting the required standard of performance or conduct expected by the Company.
- 5.4 Depending on the circumstances, the employee will be given an opportunity to respond to the Company's concerns and an opportunity to rectify his or her performance or conduct within a reasonable period.
- 5.5 Where disciplinary action is deemed appropriate by the Company the following steps shall be used as a guide.
- 5.5.1 **Verbal Warning:** A verbal warning may be issued at any time when an employee's performance or conduct justifies the issue of a verbal warning.
- 5.5.2 **Written Warning:** A written warning may be issued at any time when an employee's performance is unsatisfactory, or the employee has engaged in unsatisfactory conduct and:
- i. The employee has received an earlier verbal warning for a related issue and has not improved his or her conduct or performance to the satisfaction of the Company;
  - ii. The employee has previously received a verbal warning for an issue that is not directly related but is of a similar nature; or
  - iii. The nature of the employee's performance or conduct justifies the issue of a written warning.
- 5.5.3 **Final Written Warning:** A final written warning may be issued at any time when an employee's performance is unsatisfactory, or the employee has engaged in unsatisfactory conduct and:
- i. The employee has received an earlier written warning for a related issue and has not improved his or her conduct or performance to the satisfaction of the Company;
  - ii. The employee has previously received a written warning for an issue that is not directly related but is of a similar nature; or

- iii. The nature of the employee's performance or conduct justifies the issue of a final written warning.

5.5.4 **Termination of Employment:** An employee's employment may be terminated at any time when his or her performance is unsatisfactory, or the employee has engaged in unsatisfactory conduct and:

- i. The employee has received an earlier final written warning for a related issue and has not improved his or her conduct or performance to the satisfaction of the Company;
- ii. The employee has previously received a final written warning for an issue that is not directly related but is of a similar nature; or
- iii. The nature of the employee's performance or conduct justifies the termination of his or her employment;
- iv. Any decision to terminate an employee's employment must be approved by the employee's Manager.

5.5.5 **Alternative Disciplinary Action:** Nothing in this policy prevents the Company from implementing alternative disciplinary action in addition to, or instead of, the warnings listed above. Alternative disciplinary action may include (but is not limited to) demotion, loss of supervisory responsibilities and/or withdrawal of benefits such as private use of company vehicle.

5.6 In some circumstances, it may be appropriate to give an employee an initial, written and further written warning prior to proceeding to termination of employment. However as indicated above, the Company reserves its right to bypass or not apply prior written warnings in circumstances where the nature of an employee's performance or conduct justifies this approach.

5.7 Nature of Warnings:

5.7.1 When a warning is issued, the person issuing the warning should outline:

- i. the nature of the employee's unsatisfactory conduct or performance;
- ii. the improvement required;
- iii. a date on which the employee's performance or conduct will be reviewed; and
- iv. the consequences of not achieving the Company's expectations.

5.7.2 If an employee is issued with a verbal warning, a file note of the verbal warning should be completed by the Company and placed on the employee's personnel file.

5.7.3 If an employee is issued with a written warning, the employee will be provided with a copy and a copy will be placed on the employee's personnel file.

## 6 Support Person

6.1 An employee may request that an appropriate support person be present during counselling or disciplinary meetings. The Company will not unreasonably refuse such request.

## **7 Investigation**

- 7.1 In certain circumstances, it may be appropriate for the Company to investigate allegations of unacceptable work performance or conduct.
- 7.2 During the investigation process, it is possible that in some circumstances an employee may be suspended with pay. If an employee is suspended, he or she is required to be available to assist the Company with its investigations and to comply with the Company's reasonable directions.

## **8 Serious Misconduct**

- 8.1 Serious misconduct includes:
- 8.1.1 willful, or deliberate behaviour or conduct by an employee that is inconsistent with the continuation of the contract of employment.
- 8.1.2 conduct that causes imminent, and serious risk to;
- i. the health or safety of a person; or
  - ii. the reputation, viability or profitability of the Company business.
- 8.2 Serious misconduct may result in summary dismissal. Summary dismissal means dismissal without notice.
- 8.3 Examples of serious misconduct include, but are not limited to any of the following:
- i. fraud;
  - ii. theft;
  - iii. fighting in the workplace; or
  - iv. employee being intoxicated at work.

## **9 Breach of this policy**

- 9.1 Any employee who is found to have breached this policy may be subject to disciplinary action, up to and including termination of employment.

# Privacy Policy

## 1 Introduction

- 1.1 From time to time Sefton Hotel ("**the Company**") is required to collect, hold, use and/or disclose personal information relating to individuals (including, but not limited to, its customers, contractors, suppliers and employees) in the performance of its business activities.
- 1.2 This document sets out the Company's policy in relation to the protection of personal information, as under the Privacy Act 1998 (Cth) the ("Act") and the Australian Privacy Principles ("APP").
- 1.3 The APPs regulate the handling of personal information.

## 2 What is personal information?

- 2.1 Personal information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

## 3 Employee records

- 3.1 This policy does not apply to the collection, holding, use or disclosure of personal information that is an employee record.
- 3.2 An employee record is a record of personal information relating to the employment of an employee. Examples of personal information relating to the employment of the employee include, but are not limited to, health information and information about the engagement, training, disciplining, resignation, termination, terms and conditions of employment of the employee. Please see the Act for further examples of employee records.

## 4 Kinds of information that the Company collects and holds

- 4.1 The Company collects personal information that is reasonably necessary for one or more of its functions or activities.
- 4.2 The type of information that the Company collects and holds may depend on your relationship with the Company. For example:
  - i. **Candidate:** if you are a candidate seeking employment with the Company, the Company may collect and hold information including your name, address, email address, contact telephone number, gender, age, employment history, references, resume, medical history, emergency contact, taxation details, qualifications and payment details.

- ii. **Customer:** if you are a customer of the Company, the Company may collect and hold information including your name, address, email address, contact telephone number, gender and age.
- iii. **Supplier:** if you are a supplier of the Company, the Company may collect and hold information including your name, address, email address, contact telephone number, business records, billing information, information about goods and services supplied by you.
- iv. **Referee:** if you are a referee of a candidate being considered for employment by the Company, the Company may collect and hold information including your name, contact details, current employment information and professional opinion of candidate.
- v. **Sensitive information:** the Company will only collect sensitive information where you consent to the collection of the information and the information is reasonably necessary for one or more of the Company's functions or activities. Sensitive information includes, but is not limited to, information or an opinion about racial or ethnic origin, political opinions, religious beliefs, philosophical beliefs, membership of a trade union, sexual preferences, criminal record, health information or genetic information.

## 5 How the Company collects and holds personal information

- 5.1 The Company must collect personal information only by lawful and fair means. The Company will collect personal information directly from you if it is reasonable or practicable to do so.
- 5.2 The Company may collect personal information in a number of ways, including without limitation:
  - i. through application forms;
  - ii. by email or other written mechanisms;
  - iii. over a telephone call;
  - iv. in person;
  - v. through transactions;
  - vi. through our website;
  - vii. through surveillance camera;
  - viii. by technology that is used to support communications between us;

- a) through publicly available information sources (which may include telephone directories, the internet and social media sites);
- b) direct marketing database providers;

5.3 When the Company collects personal information about you through publicly available information sources, it will manage such information in accordance with the APPs.

5.4 At or before the time or, if it is not reasonably practicable, as soon as practicable after, the Company collects personal information, the Company must take such steps as are reasonable in the circumstances to either notify you or otherwise ensure that you are made aware of the following:

- i. the identity and contact details of the Company;
- ii. that the Company has collected personal information from someone other than you or if you are unaware that such information has been collected;
- iii. that collection of personal information is required by Australian law, if it is;
- iv. the purpose for which the Company collects the personal information;
- v. the consequences if the Company does not collect some or all of the personal information;
- vi. any other third party to which the Company may disclose the personal information;
- vii. the Company's privacy policy contains information about how you may access and seek correction of personal information held by the Company and how you may complain about a breach of the APPs; and
- viii. whether the Company is likely to disclose personal information to overseas recipients, and the countries in which those recipients are likely to be located.

5.5 **Unsolicited personal information** is personal information that the Company receives which it did not solicit. Unless the Company determines that it could have collected the personal information in line with the APPs or the information is contained within a Commonwealth record, it must destroy the information to ensure it is de-identified.

## **6 Purposes for which the Company collects, holds, uses and/or discloses personal information**

6.1 The Company will collect personal information if it is reasonably necessary for one or more of its functions or activities.

6.2 The main purposes for which the Company may collect, hold, use and/or disclose personal information may include but are not limited to:

- i. recruitment functions;
- ii. customer service management;
- iii. training and events;
- iv. surveys and general research; and
- v. business relationship management.

6.3 The Company may also collect, hold, use and/or disclose personal information if you consent or if required or authorised under law.

6.4 Direct marketing:

6.4.1 The Company may use or disclose personal information (other than sensitive information) about you for the purpose of direct marketing (for example, advising you of new goods and/or services being offered by the Company).

6.4.2 The Company may use or disclose sensitive information about you for the purpose of direct marketing if you have consented to the use or disclosure of the information for that purpose.

6.4.3 You can opt out of receiving direct marketing communications from the Company by contacting the Privacy Officer in writing or if permissible accessing the Company's website and unsubscribing appropriately.

## **7 Disclosure of Personal Information**

7.1 The Company may disclose your personal information for any of the purposes for which it is was collected, as indicated under clause 6 of this policy, or where it is under a legal duty to do so.

7.2 Disclosure will usually be internally and to related entities or to third parties such as contracted service suppliers.

7.3 Before the Company discloses personal information about you to a third party, the Company will take steps as are reasonable in the circumstances to ensure that the third party does not breach the APPs in relation to the information.

## **8 Access to personal information**

8.1 If the Company holds personal information about you, you may request access to that information by putting the request in writing and sending it to the Privacy Officer. The Company will respond to any request within a reasonable period, and a charge may apply for giving access to the personal information.

8.2 There are certain circumstances in which the Company may refuse to grant you access to the personal information. In such situations the Company will give you written notice that sets out:

- i. the reasons for the refusal; and

- ii. the mechanisms available to you to make a complaint.

## **9 Correction of personal information**

- 9.1 If the Company holds personal information that is inaccurate, out-of-date, incomplete, irrelevant or misleading, it must take steps as are reasonable to correct the information.
- 9.2 If the Company holds personal information and you make a request in writing addressed to the Privacy Officer to correct the information, the Company must take steps as are reasonable to correct the information and the Company will respond to any request within a reasonable period.
- 9.3 There are certain circumstances in which the Company may refuse to correct the personal information. In such situations the Company will give you written notice that sets out:
  - i. the reasons for the refusal; and
  - ii. the mechanisms available to you to make a complaint.
- 9.4 If the Company correct personal information that it has previously supplied to a third party and you request us to notify the third party of the correction, the Company will take such steps as are reasonable to give that notification unless impracticable or unlawful to do so.

## **10 Integrity and security of personal information**

- 10.1 The Company will take such steps (if any) as are reasonable in the circumstances to ensure that the personal information that it:
  - i. collects is accurate, up-to-date and complete; and
  - ii. uses or discloses is, having regard to the purpose of the use or disclose, accurate, up-to-date and complete.
- 10.2 The Company will take steps as are reasonable in the circumstances to protect the personal information from misuse, interference, loss and from unauthorised access, modification or disclosure.
- 10.3 If the Company holds personal information, it no longer needs the information for any purpose for which the information may be used or disclosed, the information is not contained in any Commonwealth record and the Company is not required by law to retain the information, it will take such steps as are reasonable in the circumstances to destroy the information or to ensure it is de-identified.

## **11 Anonymity and Pseudonymity**

- 11.1 You have the option of not identifying yourself, or using a pseudonym, when dealing with the Company in relation to a particular matter. This does not apply:

- i. where the Company is required or authorised by or under an Australian law, or a court/tribunal order, to deal with individuals who have identified themselves; or
- ii. where it is impracticable for the Company to deal with individuals who have not identified themselves or who have used a pseudonym.

11.2 However, in some cases if you do not provide the Company with your personal information when requested, the Company may not be able to respond to your request or provide you with the goods or services that you are requesting.

## **12 Complaints**

12.1 You have a right to complain about the Company's handling of your personal information if you believe the Company has breached the APPs.

12.2 If you wish to make such a complaint to the Company, you should first contact the Privacy Officer in writing. Your complaint will be dealt with in accordance with the Company's complaints procedure and the Company will provide a response within a reasonable period.

12.3 If you are unhappy with the Company's response to your complaint, you may refer your complaint to the Office of the Australian Information Commissioner.

## **13 Privacy Officer contact details**

13.1 The Company's Privacy Officer can be contacted in the following ways:

- i. Telephone number: Winnie Huang
- ii. Email address: [winnieh@blairgrove.com.au](mailto:winnieh@blairgrove.com.au)
- iii. Postal address: P O BOX 1306 Burwood 1805

## **14 Breach of this policy**

14.1 Any employee who is found to have breached this policy may be subject to disciplinary action, up to and including termination of employment.

# Workplace Surveillance Policy

## 1 Introduction

- 1.1 Sefton Hotel ("the Company") is committed to ensuring the security of the workplace, Company equipment and persons in the workplace.
- 1.2 This policy sets out guidelines to assist the Company and its employees comply with the requirements of the legislative requirements in relation to the surveillance activities carried out by the Company.
- 1.3 This policy provides employees with written notice of workplace surveillance. By reading and acknowledging receipt of this policy you provide the Company with permission to monitor the workplace as appropriate and in line with relevant legislative requirements.

## 2 Scope

- 2.1 Where applicable, this policy applies to computer, video and tracking surveillance activities carried out by the Company in the workplace.

## 3 Camera Surveillance

- 3.1 The Company carries out overt camera surveillance of its operations and equipment at All areas of the venue. This camera surveillance is carried out for the purpose of ensuring the security of the workplace, equipment and persons in the workplace.
- 3.2 Cameras and/or camera casings are clearly visible and the Company has placed signs notifying people that they may be under camera surveillance at entrances to workplaces that are under camera surveillance. Such camera surveillance is continuous and ongoing.
- 3.3 Camera surveillance images are recorded and stored in a secure location by the Company and may be accessed by the Company's authorised representatives at a later date.

## 4 Monitoring Computer Usage

- 4.1 The use and operation of Company computer resources (hardware and software), including but not limited to the use of the Internet, email systems, any Company computing assets and remote access to the Company's computing network, is governed by Company policy.
- 4.2 In accordance with this policy and applicable law, the Company has the ability to monitor the use and operation of Company computer resources by means of software designed to filter the use of web and email content. The Company may conduct forensic computer examinations randomly, and/or in the event of a suspected breach of policy.
- 4.3 The Company will not restrict or block the use of your emails without providing you with prior notice unless the Company is of the view that material or content being received or sent from your emails could be regarded as menacing, harassing, offensive or if it involves unlawful activity.

4.4 The Company's computer monitoring activities are continuous and ongoing.

## **5 Data Security**

5.1 The Company will take reasonable steps to protect the personal information it holds from misuse and loss and from unauthorised access, modification or disclosure.

## **6 Breach of this policy**

6.1 Any employee who is found to have breached this policy may be subject to disciplinary action, up to and including termination of employment.

# Motor Vehicle Policy

## 1 Introduction

- 1.1 Sefton Hotel (“**the Company**”) has motor vehicles available for authorised business use by employees in order to meet the demands of the relevant employee’s position and the business needs of the Company.
- 1.2 This policy outlines the terms and conditions applicable for the use and maintenance of a Company motor vehicle (“CMV”) issued to eligible employees (“Employees”).

## 2 Eligibility

- 2.1 Certain roles at the Company are eligible for a CMV. In some cases, a CMV may be provided as part of an employee’s remuneration package, in which case it will be specified in the employee’s contract of employment.

## 3 Conditions of Use

- 3.1 Use of a CMV is conditional on the Employee holding a current driver’s license for the State in which the vehicle will be driven. Where the Employee’s driver’s license is restricted in any way, the Employee is required to disclose to the Company in writing full particulars regarding the nature of the limitations and restrictions.
- 3.2 It is up to the absolute discretion of the Company whether the Employee will be provided with a CMV.
- 3.3 The Employee must present a photocopy of their driver’s license prior to being provided with a CMV. This will be kept as a record in the Employee’s file.
- 3.4 Employees must notify Supervisor immediately of any change in the status of their driver’s license. Such a change may result in ineligibility to drive in which case the CMV must be immediately returned to the Company. Failure to notify the Company of any change in status may invalidate the Company’s insurance cover and therefore make the Employee personally liable for outstanding claims. It may also render the Employee liable for disciplinary action, up to and including termination of employment.
- 3.5 The CMV must be used in a safe and proper manner, and strictly in accordance with applicable road rules and laws of Australia and Australian States and Territories.
- 3.6 Under no circumstances is an Employee or other person to drive a CMV under the influence of alcohol or illicit drugs, whether the CMV is used for business or private use. In circumstances where an Employee is prescribed medication by a registered medical practitioner, which may impact upon the Employee’s ability to drive, the Employee must inform the Company without delay and refrain from driving a CMV while taking the medication. Any breach of this clause may render the driver responsible for the cost of repairs for any vehicle damage (in instances where vehicle damage is covered by insurance the driver will be responsible for the payment of

any excess applicable). The driver may also be liable for personal injury or damages property sustained by a third party. Any breach of this clause will render the Employee liable for disciplinary action, up to and including termination of employment.

- 3.7 Smoking is prohibited in a CMV at any time.
- 3.8 Employees must not leave any Company confidential information or property in a CMV at any time when a CMV is not on Company premises.
- 3.9 Mobile phones are only to be used in CMV's fitted with phone kits.
- 3.10 The Company reserves the right to ask the Employee to provide a statutory declaration as to the number of demerit points they have. An Employee who loses their driver's license where the job requires the use of a vehicle and is an integral part of their role may be subject to disciplinary action, up to and including termination of employment if no other arrangements are available.
- 3.11 The Company may require an Employee to return a CMV at any time, including during periods of paid or unpaid leave. A CMV does not form part of an Employee's employment entitlements unless otherwise agreed in writing.

#### **4 Accidents/ Incidents**

- 4.1 If a CMV is stolen or damaged in an accident or incident, Employees are required to report the accident/incident to the Police in accordance with State regulations. Employees must comply with the directions of emergency services and/or police and render assistance as necessary.
- 4.2 Should an accident occur whilst driving a CMV, Employees should NOT admit liability, or make any promise or offer of settlement. Employees should try to obtain a witness, in order to assist with any insurance claim. The Company insurer NRMA, should be given as the contact in respect of all matters relating to insurance, claims or correspondence.
- 4.3 All accidents/incidents, however minor, must be reported immediately to your Supervisor.
- 4.4 Unless otherwise provided, the employee will be responsible for the standard excess or any age or driving record excess of the insurance policy. In the case of private use vehicles, where the driver of the vehicle is not a Company employee then the employee is responsible for any excess or out of pocket expenses incurred by the Company.
- 4.5 Accidents may be regarded as a workplace accident and therefore fall within the scope of workplace health and safety legislation. As such an incident report should be completed in any case where an accident has occurred, even if no party is injured. An injury report must be sent immediately to your Supervisor.
- 4.6 Notwithstanding anything herein contained to the contrary, the Employee will be liable for any damage to a CMV caused by the negligent act or omission of the Employee or his/her spouse, children, agents, servants, passengers, invitees or persons authorised by him/her. This includes intentional damage, knowingly driving a CMV in an unsafe manner or condition or

without having carried out routine servicing and checking of oil, tyre pressure and water levels.

- 4.7 The Company may set-off any loss against an Employee's salary or wages or undertake proceedings to recover from the Employee any costs incurred to repair damage or loss including any excess arising out of a claim on the Company insurance cover.

## **5 Traffic Violations and Parking Infringements**

- 5.1 The Company requires all Employees to obey driving regulations of the State in which they are driving. Any traffic violation or offence of any sort committed by an employee will remain the sole responsibility of that employee. The Company does not condone any breach of regulations and will not pay for breaches of driving laws, including speeding or traffic infringements.
- 5.2 It is the Employee's responsibility to make payment of any fine arising from traffic violations, parking infringements, or any other breach of driving laws and/or regulations whilst the Employee or a member of the Employee's family uses a CMV, unless otherwise provided.
- 5.3 It is the responsibility of the Employee to keep a record of any other employee or other person who uses the CMV for whatever purpose, in case of traffic offences.
- 5.4 The driver of any vehicle who has knowledge of a formal notice of an offence must notify The Company immediately.

## **6 General Maintenance and use of CMV**

Employees provided with a CMV are required to comply with the following operating and maintenance requirements:

- 6.1 Employees must ensure that the CMV is maintained in a clean and tidy condition, both inside and out, at all times. Employees are responsible for the basic maintenance of a CMV. Basic maintenance should include, as a minimum, monitoring and refilling fluids and lubricants, such as:
- i. Fuel;
  - ii. Engine Oil;
  - iii. Coolant;
  - iv. Washer Fluids;
  - v. Tyre pressure should also be monitored.

CMV service schedules are to be strictly observed and communicated to the Company for authorisation prior to booking.

- 6.2 Subject to clauses 6.6 and 10, the Company shall pay all reasonable expenses relating to the maintenance and running of the vehicle including registration, tolls, maintenance, repairs, tyres, petrol and oil.
- 6.3 Employees must report any operational problems or any maintenance requirements to Supervisor as soon as possible after the problem is noticed and must not drive the CMV if unsafe or if driving is likely to cause damage to the CMV.

- 6.4 Employees must not install any accessories (including but not limited to child car seats) in the CMV without prior approval from the Company. The Company will not be liable for any loss or damage suffered by an Employee as a consequence of faulty or defective installation of accessories in the CMV if it has occurred without the prior approval of the Company.
- 6.5 The CMV must be kept locked at all times and parked in a safe place. When not in use outside of working hours, the CMV is to be parked within the boundary of the Employee's personal premises (preferably garaged).
- 6.6 The Employee will be held liable for any loss incurred by the Company as a result of the Employee's failure to properly service and maintain the CMV.
- 6.7 Employees are prohibited from driving the CMV if it is not road-worthy.

## **7 Inspections/Audits**

- 7.1 The Company may, at its absolute discretion, conduct inspections of the CMV, and/or audits of Employee use of the CMV, to ensure compliance with this policy.
- 7.2 Should such inspections and/or audits reveal any breaches of this policy, the Employee may be prohibited from further use of any CMV. The Employee may also be subject to disciplinary action, up to and including termination of employment.

## **8 Termination**

- 8.1 The agreement for use of a CMV between an Employee and The Company may be terminated at any time in the absolute discretion of the Company. Examples of situations include, but are not limited to, the following:
- 8.2 The agreement for use of a CMV will terminate upon termination of the Employee's employment with the Company, from whatever cause the termination arises.
- 8.3 The Supervisor may at any time call upon the Employee to return the CMV to the possession of the Company for the purposes of replacement of the CMV and in such event the Employee must return the CMV, and will accept the substituted CMV in place thereof, and the provision of this policy shall apply to the substituted CMV.
- 8.4 Permission to use a CMV can be withdrawn at any time if this policy is not complied with or for any other reason at the discretion of the Company.
- 8.5 An Employee in breach of this policy by driving a CMV while under the influence of alcohol or illicit drugs or while prescribed medication by a registered medical practitioner, which has known side-effects whose employment is not terminated, must not resume driving a CMV until specifically authorised to do so in writing by Supervisor.

## **9 Insurance & Personal Effects**

- 9.1 The Company Insurance Policy does not cover any personal effects, which may be lost from or damaged in a CMV. Only the CMV and its authorised accessories are covered. Employees

should not leave any valuables in the CMV. Any losses should be reported to the Supervisor for discussion with the Company's insurers.

## **10 Tolls & Toll Cards**

10.1 Toll tags will be provided if necessary. The Employee will be liable for any tolls incurred under personal use. The total personal usage will be advised on a monthly basis and deducted from your next expense claim.

## **11 Driver Fatigue Management**

11.1 In order to prevent driver fatigue, the Company requires all drivers of CMVs to stop and have a break from driving every two hours (or more frequently if they feel tired).

11.2 Driver fatigue can severely impair judgement and can affect anyone. It is particularly dangerous because one of the symptoms is the decreased ability to judge our own level of tiredness. Other symptoms include:

- i. loss of concentration
- ii. drowsiness
- iii. yawning
- iv. slow reactions
- v. sore or tired eyes
- vi. boredom
- vii. feeling irritable and restless
- viii. making fewer and larger steering corrections
- ix. missing road signs
- x. having difficulty in staying in the lane
- xi. micro sleeps

If you feel tired when driving, take a powernap (sleep for 15 to 30 minutes), but allow time to recover from your sleep before commencing to drive.

## **12 Consequences of Breach of this Policy**

12.1 Depending on the circumstances, non-compliance by an Employee with this policy may constitute a breach of the Employee's contract of employment or some other contravention of the law. Those who fail to comply with this policy may face disciplinary action and, in serious cases or repeated non-adherence with the policy - whether intentional or otherwise - termination of employment or engagement.

## **13 Variations**

13.1 This policy does not form part of any Employee's contract of employment. The Company may vary, replace or terminate this policy from time to time.

# Working From Home Policy

## 1 Introduction

- 1.1 Sefton Hotel (“**the Company**”) is committed to creating flexible working arrangements in order to assist our staff in balancing their work and personal responsibilities. As part of this commitment, the Company offers employees the opportunity to apply to work from home.
- 1.2 This policy provides a framework for allowing employees to work from home when it is appropriate. The opportunity to work from home is not an entitlement or a right. The objectives of this framework are to:
  - i. clarify who will be allowed to work from home and in what circumstances;
  - ii. ensure that adequate provision is made for workplace health and safety where employees work from home; and
  - iii. ensure employees are aware of their obligations and responsibilities in relation to working from home.

## 2 Scope

This policy applies to

permanent employees of the Company.

This policy does not apply to casual employees.

## 3 Definitions

- 3.1 For the purpose of this policy:
  - 3.1.1 **Home-based worksite** means a designated workplace within an employee’s home where the employee will perform home-based work
  - 3.1.2 **Home-based work** means the performance of duties at the home-based worksite as agreed between the Company and the employee.
  - 3.1.3 **Working From Home (“WFH”) Agreement** means the written agreement (signed) that outlines the conditions of a working from home arrangement between the Company and the employee, and includes relevant checklists relating to, but not limited to work health and safety requirements.

## 4 Responsibilities

- 4.1 The Manager is responsible for the administration of this policy and implementing procedures to ensure that it is followed.
- 4.2 The Manager is also responsible for answering any queries in relation to this policy.
- 4.3 Any employee who is authorised to work from home is responsible for:
  - i. insurances in accordance with this policy;

- ii. complying with policies and procedures whilst working from home, including occupational health and safety policies and procedures; and
- iii. ensuring the zoning restrictions of the employee's home allows the employee to work from home (see further below).

## **5 Authorisation to work from home**

- 5.1 Employees must not work from home unless they are expressly authorised to do so. Authorisation may be on an occasional basis, or it may be for a long-term arrangement. Authorisation may be varied or revoked at any time. Any authorisation is subject to compliance with this policy.
- 5.2 The Company will consider each application to work from home on its merits, taking employee and Company needs into account. The Company will consider the nature of the work to be performed at home, the home-based worksite and facilities, the potential effects on co-workers and clients, and whether service delivery may be impacted. Some positions may not be suited for home-based work. These positions may include, but are not limited to positions that:
- i. are predominantly client-facing;
  - ii. need on-site access to Company information, equipment or systems;
  - iii. require a high degree of supervision to perform the role efficiently; and
  - iv. require employees to undertake management responsibilities.

## **6 Policies and Procedures**

- 6.1 Employees who work from home are to comply with all Company policies and procedures and do all things reasonably necessary to ensure the Company may comply with all such policies and procedures. If at any point an employee working from home is unable to access policies and procedures relevant to their work, they should contact the Company. Likewise, if an employee feels a policy or procedure does not adequately address a circumstance or issue they face in relation to working from home, this should be raised with their manager as soon as practicable. Failure to comply with Company policies and procedures may result in disciplinary action, up to and including termination of employment.

## **7 Zoning**

- 7.1 It is the employee's responsibility to ensure that no zoning restrictions, or other similar regulatory instruments, prevent or restrict the employee from working from home (e.g. local government zoning restrictions). When an employee applies to work from home, the Company is entitled to assume the employee has made all appropriate enquiries in relation to these issues and has disclosed any restrictions that may apply. The employee must also report any changes to zoning restrictions or other regulations that may affect the employee's ongoing ability to work from home. The employee must also comply with any zoning or regulatory conditions that do apply.

## **8 Property and Equipment**

- 8.1 Where an employee requires additional equipment to work from home, the employee should discuss these requirements with his or her Manager. Where it is agreed that the equipment is necessary, the equipment will be provided at the Company's expense, subject to this policy and any reasonable conditions.
- 8.2 All property and equipment belonging to the Company, or which the Company provides to an employee to assist them to perform home-based work, must only be used as authorised by the Company. Such equipment must be stored safely and securely and must be treated with all due care by the employee. This includes taking all reasonable security precautions in the home to prevent burglary, theft, loss or damage.
- 8.3 Any fault, failure, damage or loss relating to the Company's property or equipment must be reported to the Company immediately. Where an employee's negligence leads to loss or damage of property or equipment, the Company is entitled to reasonable reimbursement. This may include repayment of any insurance excess paid by the Company.
- 8.4 At any time, the Company may require the return of any property or equipment it has provided. Where authority to work from home is revoked, or where employment ends, all such property and equipment must immediately be returned to the Company, or otherwise dealt with as the Company specifies.

## **9 Insurances**

- 9.1 Where the Company's public liability and other insurances do not fully cover the WFH agreement (including property and equipment), those insurances policies may need to be extended. Employees are responsible for third parties who visit their home-based worksite and therefore may agree to take out their own public liability insurance. The Company may require an employee to provide evidence of any personal insurance policies which provide coverage for the WFH agreement.
- 9.2 Employees should be aware that working from home may affect their domestic insurance coverage. It is the employee's responsibility to check these issues with their own insurer. The Company does not take any responsibility for the impact that working from home has on such insurances.

## **10 Workplace Health and Safety**

- 10.1 The Company must ensure the provision and maintenance of a work environment without risks to health and safety, so far as is reasonably practicable. Where an employee works from home, their home becomes a workplace for the purposes of workplace health and safety legislation and it becomes less practicable for the Company to monitor and maintain safety in that workplace. In turn, it increases the onus on individual employees who are working from home, both to take reasonable care for their own health and safety, and to ensure their work from home does not adversely affect the health and safety of others. This includes being diligent in

assessing and reporting risks, as well as consulting and co-operating with the Company about work health and safety matters. The following minimum steps are required:

- i. A risk assessment should be undertaken before an employee can work from home. Where an existing employee has already commenced working from home, a risk assessment should be scheduled as soon as possible. Periodic and occasional workplace inspections may also be conducted by the Company.
- ii. The employee is to allow Company representatives to inspect their home workspace at any time during work hours, or at other times as agreed (including any incidental areas which may be used during breaks, such as kitchen and bathroom facilities).
- iii. Where a risk is identified, the employee and the Company should consult about and take steps to eliminate or control the risk (e.g. installation or provision of suitable equipment, training in safe use of equipment, tagging of electrical equipment, elimination of fire hazards etc.)
- iv. The Company should ensure that adequate first aid facilities are provided when the employee is working from home. This requires the provision of a First Aid Kit (unless the employee provides and maintains an acceptable kit) and may include First Aid training.
- v. Specific procedures and policies may need to be developed for the home environment. In particular, the Company must develop an emergency & evacuation plan specific to the location.
- vi. The employee must:
  - a) keep the home-based worksite clean and free from obstructions;
  - b) comply with the Company's policies, procedures and directives in relation to health and safety matters;
  - c) take reasonable care for their own health and safety;
  - d) at all times, ensure they have access to a telephone to allow for immediate contact with emergency services and/or the Company should it be required;
  - e) take reasonable care to ensure their home-based worksite does not adversely affect the health and safety of others (including, for example, family or household members, including children, or visitors to their home);
- vii. notify the Company if they experience any safety related issues or concerns in relation to the WFH arrangement and consult and co-operate with the Company to resolve these where reasonably practicable.

## **11 Attendances at the Office**

- 11.1 Even where an employee can work from a home-based worksite on an ongoing basis, the employee may be required to attend the Company's offices or other venues at any time during work hours.

## **12 Working Hours**

- 12.1 Part of the reason for allowing work from home is to provide the employee with flexibility. In some cases, this may include flexibility of working hours. However, the Company is also required to ensure that the working hours of all employees do not breach legislative and award requirements (including rules about meal breaks, overtime and penalty rates). Also, the Company has a general obligation to ensure that working hours are safe and healthy. Considering these obligations, the Company expects employees to comply with all working hours directives while they are working from home. The Company may also require employees to nominate and/or record their working hours.

## **13 Childcare and Domestic Duties**

- 13.1 Working from home may assist an employee to balance family responsibilities, for example by reducing or eliminating travel time between home and work. However, when working from home, except during authorised breaks, an employee remains expected to devote the whole of their time, skill and attention to work matters, as they would if working in the office.
- 13.2 Where an employee wishes to vary the times during which they will perform work at home to accommodate family responsibilities better (e.g., splitting work hours around childcare responsibilities), the Company must first approve the changes. To confirm the hours that will be work hours and differentiate them from personal time, the employee may be required to vary their employment contract.

## **14 Performance Management**

- 14.1 The Company's usual performance management systems will continue to apply to employees working from a home-based worksite. Additional systems may be implemented specifically to assess the WFH agreement.
- 14.2 Where an employee experiences any direct or indirect performance problems with a WFH agreement, this should be reported to Manager. Such problems may include things like:
- i. communication difficulties or delays when dealing with the office;
  - ii. frequent distractions which interfere with work (e.g. interruptions by visitors, family members or other residents);
  - iii. general feelings of isolation from interaction with co-workers.

## **15 Consequences of breaching this policy**

You will be required to acknowledge your receipt and understanding of this policy and agree to be

bound by the terms of this policy. Failure to comply with this policy may render the employee liable for disciplinary action, up to and including termination of employment.

# OCCUPATIONAL HEALTH AND SAFETY POLICY

## SEFTON HOTEL

This Hotel is committed to providing a safe and healthy workplace for employees and customers.

The Hotel will provide the resources necessary to comply with all legislation and regulations ensuring the health, safety and welfare of employees and customers.

The Hotel will identify hazards, institute control mechanisms, examine accident prevention and control and will adopt rehabilitation as a priority of the business.

Occupational health and safety is both an individual and shared responsibility of all employees. This company places occupational health and safety on a priority equal to all other aspects of the business of hospitality.

The following responsibilities are essential to the success of the policy.

### **Management is responsible to:**

- ❖ Integrate occupational health and safety into all aspects of the workplace
- ❖ Promote communication about occupational health and safety as a normal component of all aspects of work
- ❖ Plan, develop, implement and monitor an occupational health and safety program
- ❖ Take effective action to provide and maintain a health and safe workplace

### **Employees are responsible to:**

- ❖ Work in a healthy and safe manner
- ❖ Encourage others to work in a healthy and safe manner
- ❖ Discourage others from working in an unsafe manner
- ❖ Co-operate with, support and promote occupational health and safety in the workplace
- ❖ Report or rectify any unsafe conditions that have come to your attention

Where it is necessary to have an Occupational health and Safety Committee, that Committee will involve itself in a process of consultation with management and employees and actively manage occupational Health and Safety in the workplace.