



Employment

Manual

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**1.0 PURPOSE**

1.1 Life Stream Foundation employees are committed to the inclusion of people with intellectual disabilities into the generic sport, recreation and leisure delivery systems in this State through appropriate program development and community education.

**2.0 SCOPE**

2.1 The policies and guidelines contained in this manual apply to all employees of Life Stream Foundation and include the Chief Executive Officer, permanent staff and casual staff.

**3.0 PRINCIPLES**

3.1 Life Stream Foundation Policies and Procedures are based on the following guiding principles:

- a) Observation of relevant legislation, Agreements and job requirements.
- b) Fairness and equity in dealing with other employees and members of the public.
- c) Safe and healthy work practices and a concern for staff welfare.
- d) Honesty, courtesy and acting in accordance with these principles.
- e) Acting in the best interests of Life Stream Foundation and its service users.

**4.0 CONTRACT OF EMPLOYMENT**

4.1 Life Stream Foundation employees will be engaged in accordance with the provisions of the Social and Community Services (Queensland) Award 2001. (SACS)

4.2 Upon engagement, an employer shall provide each new employee (except a casual employee) with a written contract of employment which specifies:

4.2.1 An outline of the main duties of the position;

4.2.2 The employee's regular hours of work and the employee's normal span of hours for ordinary duty.

4.2.3 The employee's classification and rate of pay pursuant to the award.

4.2.4 The length of any probationary period which might apply and the final working date of the probation period; and

4.2.5 The nature and detail of engagement.

**4.3** An employee shall be engaged on one of the following bases:

4.3.1 Full-time;

4.3.2 Part-time;

4.3.3 Casual; and

4.3.4 Fixed term.

## **5.0 DUTIES WITHIN SKILLS, COMPETENCY AND TRAINING**

**5.1** An employer may direct an employee to carry out such duties as are within the limit of the employee's skill, competence and training and the scope of the employee's award classification.

## **6.0 PROBATIONARY EMPLOYMENT**

**6.1** An employer may initially engage a full-time or part-time employee for a period of probationary employment for the purpose of determining the employee's suitability for ongoing employment. The employee must be advised in advance that the employment is probationary and of the duration of the probation which can be up to but not exceed three months

**6.2** Probationary employment shall not apply in respect of casual employees.

## **7.0 FULL-TIME EMPLOYMENT**

**7.1** An employee not specifically engaged on a part-time or casual basis shall be a full-time employee.

## **8.0 PART-TIME EMPLOYMENT**

**8.1** Part-time employee means an employee other than a casual, who is engaged to work regularly for less than an average of 38 ordinary hours per week.

**8.2** The ordinary hours for part-time employees shall be within the ordinary span of hours defined in the SACS award.

- 8.3** Part-time employees shall generally work the hours prescribed in their contracts of employment.
- 8.4** A part-time employee's hours of ordinary duty may be varied by mutual agreement between the employer and employee, up to a maximum of 38 hours per week, provided that the hours worked fall within the definition of ordinary hours defined in the award.
- 8.5** Any additional hours temporarily worked by a part-time employee shall not affect his/her status as a part-time employee.
- 8.6** For ordinary working hours, a part-time employee shall receive, on a pro rata basis, equivalent pay and conditions to those of full-time employees in the same classification.

## **9.0 CASUAL EMPLOYMENT**

- 9.1** A casual employee means an employee who is engaged and paid as such.
- 9.2** **An employee engaged as a casual employee shall be** engaged for a minimum period of two consecutive hours for each period of engagement.
- 9.3** The ordinary hours for a casual employee shall be within the ordinary span of hours specified in the award.
- 9.4** Caring responsibilities
- 9.4.1 Subject to the evidentiary and notice requirements, casual employees are entitled to not be available to attend work, or to leave work:
- If they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
  - Upon the death in Australia of an immediate family or household member.
- 9.4.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

- 9.4.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

## **10.0 FIXED TERM EMPLOYMENT**

- 10.1** A fixed term employee may be engaged to work on either a full-time or part-time basis for the completion of a specified task(s) or project. Examples of such engagement include but are not limited to the following:

10.1.1 To relieve in a vacant position arising from an employee taking leave in accordance with this award; or

10.1.2 For the temporary provision of specialist skills that are not available within the organisation for a specified period of time; or

10.1.3 To fill short term vacancies during the recruitment and selection of a permanent employee.

- 10.2** When offering employment on a fixed term basis, the employer shall advise the employee in writing of the temporary nature of the employment, and the actual or expected duration of employment.

- 10.3** If a fixed term employee is subsequently appointed to a permanent position with the employer, any period of the fixed term contract completed immediately prior to the commencement of the permanent position shall be recognised as service with the employer for calculating leave, provided that the employee has not taken or received payment in lieu of leave.

## **11.0 Redundancy**

- 11.1** Life Stream Foundation will deal with employee redundancies in accordance with the provisions of the SACS award.

## **12.0 Termination**

- 12.1** Life Stream Foundation will deal with employee terminations in accordance with the provisions of the SACS award.



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### 13.0 APPROVED HOURS OF WORK

13.1 All staff will be bound by conditions of employment outlined in their employment agreement and the conditions prescribed in the SACS Award, including provisions for time off in lieu of overtime.

### 14.0 LEAVE

Life Stream Foundation employees are entitled to leave provisions in accordance with their Conditions of Employment and the SACS Award. Where this policy document is silent the provisions of the SACS Award will be used to determine eligibility.

#### 14.1 Recreation Leave

14.1.1 Full-time employees are entitled to 20 days annual leave after each year of employment accrued at the rate of 1.667 days per month. Part-time employees accrue leave at the same rate on a pro-rata basis.

14.1.2 Public holidays occurring during a period of approved leave are not counted as part of that leave.

14.1.3 Employees are entitled to a 17.5% loading on annual leave.

14.1.4 Under exceptional circumstances, the Chief Executive Officer can approve annual leave on a pro-rata basis before such leave is due.

14.1.5 Applications for leave must be received eight (8) weeks prior to the leave period.

14.1.6 An employee may only accrue leave for a total of eight (8) weeks. When an employee's entitlement reaches six (6) weeks discussions between the employee and the Chief Executive Officer will occur to discuss how this entitlement will be used.

14.1.7 A formal review of all staff's entitlement will occur at the 30<sup>th</sup> June each year. At this time where applicable, an employee's entitlement may be adjusted back to the maximum of 8 weeks accrual without compensation.

14.1.8 An employee may request a maximum of two (2) weeks paid leave to be paid per annum. This request will be reviewed by the CEO, the foundations accountant and where relevant the board and a determination will be made and advised to the employee within five (5) working days of the request.

**14.2 Sick Leave**

- 14.2.1 A full time employee of Life Stream Foundation who becomes sick and unfit for duty shall receive 7.6 hours of leave for each completed month of service up to 76 hours leave for each completed year or service. In the case of a part time employee, sick leave will be a fraction of 76 hours per year based on his/her weekly hours as a proportion of 38 hours.
- 14.2.2 Sick leave will **not** be paid out upon resignation from the organisation.
- 14.2.3 A certificate from a registered medical practitioner is required where an absence exceeds two (2) days.

**14.3 Long Service Leave**

- 14.3.1 Employees who have had 15 years continuous service with Life Stream Foundation are entitled to take Long Service Leave.
- 14.3.2 Long Service Leave is calculated in accordance of the provisions of the SACS Award.
- 14.3.3 Should an employee leave Life Stream Foundation after completing ten years continuous service, they are entitled to be paid thirteen (13) weeks long service leave on full pay. Periods of continuous service greater than ten (10) years are paid at the proportionate rate.
- 14.3.4 Approval for long service leave should be submitted 6 months prior to the taking of leave and must be approved by the Chief Executive Officer and the Board of Directors.

**14.4 Bereavement Leave**

- 14.4.1 Life Stream Foundation employees are entitled to bereavement leave following the death of a member of their family or of a certain relative. The entitlement varies according to the relationship of the employee to the deceased. These entitlements are determined by the provisions of the SACS Award.
- 14.4.2 Three (3) days leave on full pay will be granted to an employee on the death of their wife, de facto wife, husband, de facto husband, partner, son, daughter, father, mother, father-in-law, mother-in-law, step-father, step-mother, step-daughter, step-son, brother, sister, step-brother, step-sister.

14.4.3 Bereavement leave is available only when an employee would otherwise be at work.

14.4.4 Two (2) days bereavement leave is not required to be taken on consecutive days.

14.4.5 Satisfactory proof of death and attendance at the funeral is required.

#### **14.5 Cultural and Religious Leave**

14.5.1 Life Stream Foundation recognises the cultural differences in a multi-cultural workplace

14.5.2 In recognition that this cultural diversity enhances the workplace and aids equal opportunity and anti-discrimination goals Life Stream Foundation agrees:

*14.5.2.1 Employees should be given reasonable opportunity to practice the spiritual and cultural requirements of their culture. Where this involves time away from work the employee may take annual leave or accumulated accrued hours.*

*14.5.2.2 The provisions of the SACS Award will be used as the reference point for the approval and application of Cultural and Religious leave.*

#### **14.6 Rostered Day Off**

14.6.1 Employees of Life Stream Foundation who are required to work on call for seven (7) consecutive days are entitled to a rostered day off following this period of work.

#### **14.7 Study Leave**

14.7.1 Full-time employees with a minimum of two (2) years of service may be eligible for Study Leave on the following conditions:

14.7.1.1 The area of study must be **directly relevant** to the employee's current or future job opportunities in Life Stream Foundation;

14.7.1.2 Study leave may be granted for a second qualification only where the course meets specific requirements of employment;

14.7.1.3 Approval will be given by the Chief Executive Officer in consultation with the Chairman on a semester only basis subject to proof of enrolment;

- 14.7.1.4 Continued approval for leave will be predicated by the successful completion of subjects enrolled in the previous semester;
- 14.7.1.5 Failure or withdrawal from subjects may result in study leave being terminated;
- 14.7.1.6 Employees may be entitled to up to four (4) hours per week per semester (excluding travel time) for study leave providing they can demonstrate the subject that is a requirement for their course is not offered at any time outside work hours.
- 14.7.1.7 Approved study leave during work hours will be on full pay;
- 14.7.1.8 If study leave is not approved, employees may appeal in writing to the Board of Directors;
- 14.7.1.9 The decision of the Board of Directors review panel will be final.

#### **14.8 Maternity Leave**

- 14.8.1 An employee who becomes pregnant and who provides Life Stream Foundation with a certificate from a registered medical practitioner who confirms her pregnancy is entitled to up to 52 weeks maternity leave. The employee must have had at least twelve months continuous service with Life Stream Foundation to be entitled to this leave. Maternity Leave should be unbroken and include a minimum period of four (4) weeks compulsory leave prior to and two (2) weeks compulsory leave immediately following confinement.
- 14.8.2 This leave will be without pay.
- 14.8.3 The employee must return to work following the child's first birthday.
- 14.8.4 The employee shall return to the role she occupied immediately prior to maternity leave.
- 14.8.5 For the purposes of calculating long service leave, maternity leave will **not** be deemed a break of continuous service.

#### **14.9 Paternity Leave**

- 14.9.1 A male employee who has had 12 months continuous service with Life Stream Foundation is entitled to a period of 52 weeks paternity leave

provided he produces a certificate from a registered medical practitioner which states he will be the primary care-giver of the newly born child.

14.9.2 This leave will be without pay.

14.9.3 The employee must return to work following the child's first birthday.

14.9.4 The employee will return to the role he performed prior to the taking of paternity leave.

14.9.5 **N.B.** Paternity Leave will not be approved unless the employee can establish that he will be the primary care giver. In other words if the mother of the child has been granted maternity leave from her place of

employment, paternity leave will **not** be approved by Life Stream Foundation.

14.9.6 For the purposes of calculating long service leave, paternity leave shall **not** be deemed a break of continuous service.

#### **14.10 Carers Leave**

14.10.1 An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use up to 5 days per annum sick leave entitlement for absences to provide care and support for such persons when they are ill.

14.10.2 Carers Leave will be taken in accordance with the FAMILY LEAVE AWARD 2003

14.10.3 Carers leave may not be accrued.

14.10.4 For the purposes of these Policies and Guidelines family means anyone of the following:

14.10.4.1 a member of the employee's immediate family; or

14.10.4.2 (ii) a member of the employee's household

14.10.4.3 (c) The term "immediate family" includes:

(i) a spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and

(ii) an adult child (including an adopted child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

## **15.0 EQUITY**

**15.1** Life Stream Foundation employees are expected to observe the right of each employee to be treated with respect, fairness and impartiality. Every employee must uphold these principles, when, for example:

15.1.1 Serving on selection panels, by being objective and fair and using the merit selection process

15.1.2 Involved in the resolution of grievances, by making every effort to ensure that prompt action is taken, and maintaining due process.

## **16.0 DISCRIMINATION**

**16.1** Life Stream Foundation promotes a non-discriminatory work environment and actively promotes equal employment opportunity which is in keeping with the spirit and intent of the anti-discrimination legislation. All work conditions and practices, including provision of service to others, are to be free from unlawful discrimination.

## **17.0 WORKPLACE HARASSMENT**

**17.1** Life Stream Foundation employees must not engage in harassment of other employees, volunteers, members or other members of the public. If the Chief Executive Officer becomes aware of such harassment prompt action is required to end the behaviour and take measures to prevent it from occurring again. Bullying of or by employees must not occur.

## **18.0 WORKPLACE HEALTH AND SAFETY**

**18.1** Life Stream Foundation employees are to be conversant with the requirements of the Life Stream Foundation Work Place Health & Safety Policy, and the procedures /instructions within this Policy.

18.1.1 Life Stream Foundation will ensure all individuals have a healthy and safe workplace via the following procedures being adhered to or carried out for each particular work environment:

18.1.1.1 Identifying hazards and assessing risks that may result because of the hazards;

- 18.1.1.2 Deciding on control measures to prevent, or minimise the level of the risks;
- 18.1.1.3 Implementing control measures, monitoring, and reviewing the effectiveness of the measures.
- 18.1.1.4 Observing all safety rules, procedures and approved methods of work.
- 18.1.1.5 Reporting promptly any unsafe or unhealthy work practices or conditions.
- 18.1.1.6 Not smoking in the Life Stream Foundation premises.
- 18.1.1.7 Being fit to carry out their duties unimpaired by the influence of alcohol or other drugs of addiction. Any form of addiction is seen as an illness requiring treatment.
- 18.1.1.8 Observing all security procedures that apply to Life Stream Foundation premises.

## **19.0 SMOKE FREE WORKPLACE**

- 19.1** Smoking is banned in all premises and vehicles occupied by Life Stream Foundation.
- 19.2** Employees are permitted to leave their workplace for short breaks and go outside well clear of entrances for a cigarette provided this does not cause any disruption to the normal work practices.

## **20.0 RECRUITMENT AND SELECTION**

- 20.1** Life Stream Foundation's Recruitment and Selection process is soundly based on the principles of Merit, Equal Opportunity and Equity.
- 20.2** Life Stream Foundation is committed to recruiting the most suitable person from the available pool of applicants.
- 20.3** Life Stream Foundation will recruit from internal and external sources.
- 20.4** All Life Stream Foundation recruitment packages will include a Selection Criteria based on the current relevant Position Description.
- 20.5** Life Stream Foundation will use a range of selection techniques, as deemed necessary for each position. These may include; interviews, testing, work

sampling and reference and background checking or other techniques as required by Life Stream Foundation.

**20.6** Life Stream Foundation adheres to relevant legislation requiring certain employee checking procedures (including the Disability Services Queensland Prescribed Notice Criminal History Screening).

**20.7** In relation to recruitment and selection, employees have the right to the following principles that must be observed throughout the process:

20.7.1 The right to be informed about human resource functions that affect them;

20.7.2 The right to fair, consistent, unbiased decisions based upon relevant factors;

20.7.3 The opportunity to be heard and to receive information about decisions that affect them

## **21.0 Staff Induction**

**21.1** All Life Stream Foundation staff will receive a comprehensive induction to Life Stream Foundation and their respective workplace. The induction will include an introduction to Life Stream Foundation's:

21.1.1 Vision and Goals of Life Stream Foundation

21.1.2 Work Place Health & Safety Policy

21.1.3 Human Resource Management Policies

21.1.4 Operational Requirements.

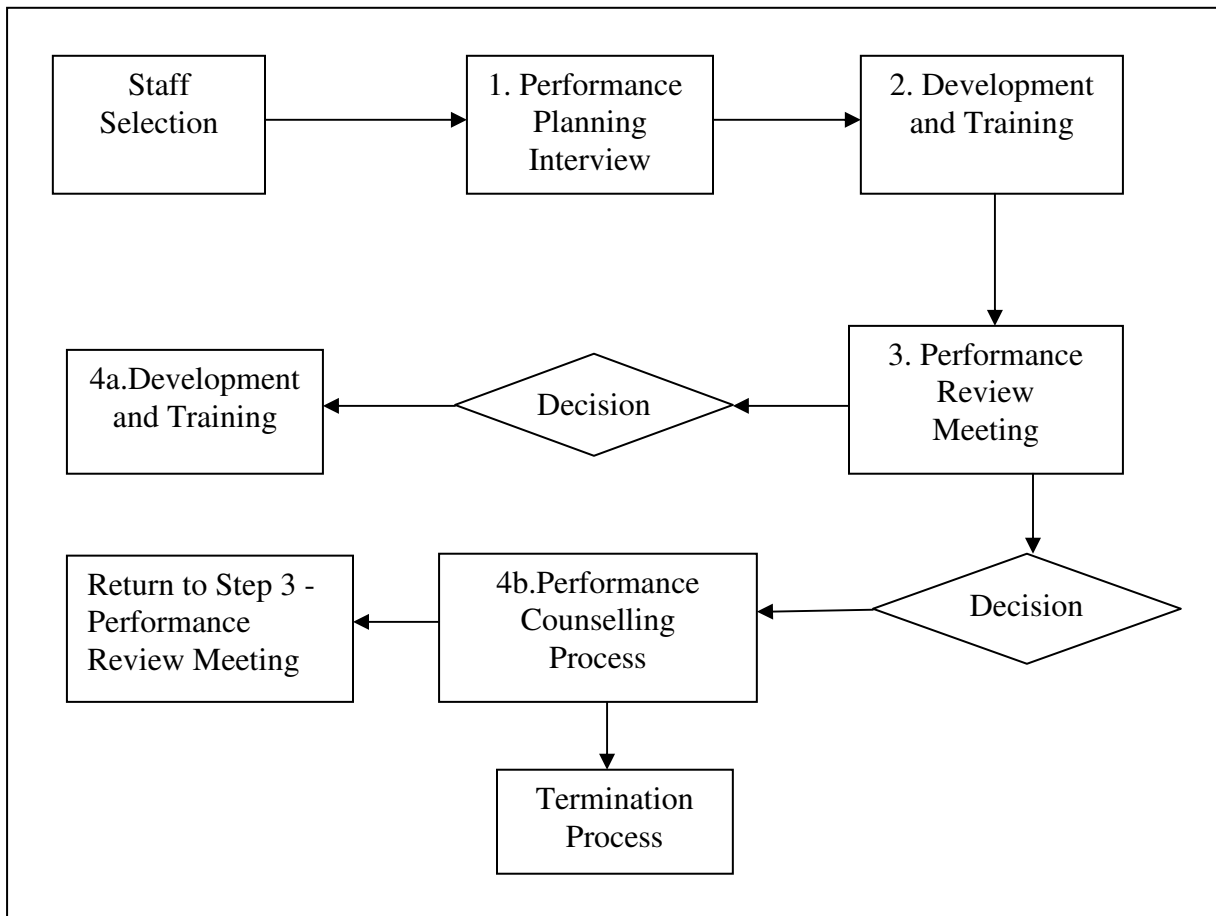
## **22.0 PROBATION**

**22.1** All Permanent staff have a three (3) month probationary period. At anytime during this period, either the staff member or Life Stream Foundation may terminate employment without cause and without notice or pay in lieu of notice.

**23.0 PERFORMANCE MANAGEMENT**

**23.1** All Life Stream Foundation Staff are required to undergo performance appraisal.

**Life Stream Foundation Performance Management Process.**



**24.0 DEVELOPMENT/PERFORMANCE REVIEW**

**24.1** A six monthly Staff Development/Performance Review shall be conducted for all employees. The review shall be confidential, and, without limiting the scope, is intended to identify:

24.1.1 The new or enhanced skills required by the employee, if any, together with proposed competency levels required where appropriate;

24.1.2 Any development and expansion anticipated by the employer for the employee in his/her position both in the short term and the longer term;

24.1.3 Current training needs to be undertaken to meet organisation objectives in both the short and long term to enable an employee to meet the standards of his/her existing position;

24.1.4 the performance objectives required;

24.1.5 Current performance.

**24.2** An employee who has been absent in excess of three months in aggregate shall have the review delayed by the period of absence.

### **24.3 Performance Planning**

24.3.1 The Chief Executive Officer/Manager (depending on the position) meet to agree and record the performance goals to be achieved (i.e. for the next six months)

24.3.2 Performance planning occurs at the commencement of employment with Life Stream Foundation; or at the commencement of a new project; or at the continuation of funding for a project when goals are set over six months. This will include a review of current skills and their relevance to the Position Description.

24.3.3 The Chief Executive Officer/Manager and employee will develop an agreed Performance Plan at the completion of the probation period, to address any skill gaps or shortages. The agreed Performance Plan will be updated after each performance review process.

24.3.4 The Chief Executive Officer/Manager should keep a copy of the agreed goals and measures for the next step in the process – the Performance Interview. The employee also retains their copy for this interview.

24.3.5 A date to achieve each goal should be set. This date should reflect the objectives to be achieved for the various phases of the project/role.

### **24.4 The Development Discussion**

24.4.1 After setting agreed goals and measures, it may become apparent there are some skill gaps.

24.4.2 The discussion about skills should determine the employee's strengths and development needs which are then identified.

24.4.3 The employee should then share and discuss their personal career goals with their supervisor and record them to provide a focus for further developmental activities.

24.4.4 The Supervisor determines how best these skills and developmental activities can be achieved – e.g. on the job training; courses; mentoring etc.

24.4.5 The Supervisor and employee agree the path by which the employee will acquire the identified skills.

#### **24.5 The Performance Review Meeting**

24.5.1 Six (6) months following the Performance Planning and Development discussions, the Supervisor conducts a Performance Interview.

24.5.2 The purpose of this interview is to align the employee's performance with the agreed goals and measures.

24.5.3 Goals and measures are revisited and together the Supervisor and employee determine to what extent and how well these goals have been met.

24.5.4 It is appropriate for both the Supervisor and employee separately to determine how well the goals have been met so when they come together the discussion can be meaningful.

24.5.5 At this point, both parties identify any external factors that may have influenced the achievement of the goals and measures. In the event that external factors have impeded or changed the achievement of the agreed goals, an extension of time to achieve them may be granted or goals may be re-negotiated.

24.5.6 At this time the review may determine that further training and development is needed. The agreed outcomes are to be documented, with completion dates and copies given to both parties. The Manager is to ensure that all documentation is filed on the staff members file.

**24.6 Performance Counselling**

**24.6.1 Step 1**

24.6.1.1 If the achievement of goals has not occurred because of the employee's non-performance, then the Supervisor spells out very clearly in writing their expectation of the employee's performance.

24.6.1.2 This process is the first step of Performance Counselling.

24.6.1.3 The expectation of performance in writing defines the behaviour to be performed/redressed and states a time for this to be achieved.

**24.6.2 Step 2**

24.6.2.1 The time stipulated in Step 1 becomes the scheduled time for the second Performance Counselling Interview.

24.6.2.2 At this interview, the behaviour to be achieved is reviewed and together the Supervisor and the employee discuss whether it has been achieved.

24.6.2.3 It is up to the discretion of the Supervisor to grant a further extension if the desired behaviour has not been achieved by the agreed date.

**24.6.3 Step 3**

24.6.3.1 If in the opinion of the Supervisor the desired behaviour has not been achieved and furthermore will not be achieved, they may terminate the services of the employee in question.

24.6.3.2 If the employee believes, they have been treated harshly by their Supervisor they may put a case in writing to be submitted to the Board of Directors.

24.6.3.3 After receiving the employee's letter, the Board of Directors may make a decision or appoint a sub-committee to investigate the case.

24.6.3.4 The process of Performance Counselling will not apply where circumstances warrant summary dismissal.

## **25.0 GRIEVANCE PROCEDURE**

**25.1** In the event of an employee being aggrieved about a work practice, unfair treatment etc. the following steps should be taken:

**25.2 Step 1:** The aggrieved employee takes up their grievance with the person concerned in a genuine attempt to resolve their issue.

**25.3 Step 2:** In the event of an unsatisfactory resolution with the person concerned the aggrieved employee takes up their concern with their Supervisor. If the issue is between the aggrieved employee and their Supervisor, proceed to Step 3.

**25.4 Step 3:** If a satisfactory resolution cannot be achieved with their Supervisor, the aggrieved employee takes their concern to the Chief Executive Officer or in the case where the Chief Executive Officer is the Supervisor, Board of Directors.

**25.5 Step 4:** Depending on the nature of the grievance the Chief Executive Officer will:

25.5.1.1 Take the necessary action to resolve the issue (preferably to the satisfaction of all parties concerned) – e.g. engage the services of a mediator to resolve the conflict. All parties concerned would need to adhere to the conditions of mediation outlined by the mediator.

25.5.1.2 Notify the Board of Directors who may set up a sub-committee into the grievance.

**25.6 Step 5:** The decision of the Chief Executive Officer or the Board of Directors whoever recommends the necessary action to be taken will be final.

## **26.0 CONFLICT OF INTEREST**

**26.1** Refers to situations where an employee's private interests influence or appear to influence the impartial performance of their duties. This refers to situations where there is an opportunity for personal gain, whether financial or non-financial. Examples may include receiving gifts or commission opportunities.

## **27.0 PUBLIC COMMENT BY LIFE STREAM FOUNDATION STAFF**

**27.1** The Chief Executive Officer must be consulted before making any comment to the media. The Chief Executive Officer is able to advise employees in cases where there may be media or political implications. In the event that unplanned public

comments are made, the Chief Executive Officer must be advised to protect staff who may be misquoted.

- 27.2** Before making public comments or publishing official information, approval from the Chief Executive Officer is required. If a statement is made on an official matter as a private citizen, employees must declare this to their audience. It must be made clear that the comments are not related to their status as an employee of Life Stream Foundation.

## **28.0 DRESS AND APPEARANCE**

Dress and appearance need to be suited to the employees' duties and work environment, whilst acknowledging cultural differences. Employees are expected to maintain a clean and tidy appearance while on duty.

## **29.0 CLIENT SERVICE**

- 29.1** Client service excellence is of prime importance to Life Stream Foundation in achieving our mission. It is vital that our service users see Life Stream Foundation favourably, as our reputation and success depends on how we offer our services and conduct ourselves when dealing with them. Employees are expected to be helpful, courteous and efficient in all their dealings with service users. Employees are encouraged to use their initiative to improve the way things are done at work so that service users' changing needs and expectations are anticipated and fully met.

## **30.0 OFFICIAL MISCONDUCT**

- 30.1** Official misconduct can involve carrying out duties in a way that is dishonest or in a way that shows favouritism, breaching the trust placed in the employee's position or misusing information gained through employment at Life Stream Foundation.

## **31.0 LIFE STREAM FOUNDATION'S INTELLECTUAL PROPERTY**

- 31.1** Generally, in cases where employees leave Life Stream Foundation for other employment, the proposed employment should not give unfair competitive advantage to their future employer or disadvantage Life Stream Foundation in relationships through disclosure of confidential information.
- 31.2** Employees who are offered employment, or who intend to take up other employment after resignation or retirement from Life Stream Foundation must not use confidential information gained as a result of their position/s while employed by Life Stream Foundation.

**31.3** Former employees who are suspected or found to have used Life Stream Foundation's Intellectual Property inappropriately for their gain or the gain of others may be prosecuted.

**32.0 CRIMINAL ACTS AGAINST LIFE STREAM FOUNDATION AND ITS EMPLOYEES BY LIFE STREAM FOUNDATION EMPLOYEES**

**32.1** The Chief Executive Officer should inform the local Police and assist them to investigate breaches that are considered criminal acts directed against Life Stream Foundation or its employees. Examples include fraud, theft, assault, misuse of resources or malicious damage. If subsequent charges are proved, dismissal may follow.

**33.0 BREACHES OF THESE POLICIES AND GUIDELINES**

**33.1** Breaches of these Policies and Guidelines may be grounds for performance counselling. In the event of these breaches the appropriate process will be used.