



lesterassociates
A subsidiary of the Ayers Group

CONTRACTOR HANDBOOK - POLICIES

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INTRODUCTION

This contractor handbook has been specifically prepared to provide an effective reference manual outlining your main rights and entitlements as a contractor.

We request that you read this handbook and raise any concerns or questions, which you may have directly with management.

The Company reserves the right to vary, alter or withdraw any aspect of this handbook without notice.

You will, however, be informed of any significant variations or additions to this handbook.



CODE OF CONDUCT

INTRODUCTION

This policy outlines the general standards of conduct and behaviour expected of all contractors by the Company. More specific standards of conduct are contained within individual policies throughout this handbook.

Failure to fully comply with all standards as outlined is viewed as serious misconduct which will result in disciplinary proceedings and may result in the termination of your engagement without notice.

YOUR RESPONSIBILITIES

You are expected to properly perform your duties and treat all colleagues and clients with honesty, respect and courtesy.

More specifically, the Company has the following specific requirements:

i) Attendance

You must arrive at work on time and be ready to start work at your nominated start time and work up until your nominated finished time. In the event that you require time off work, or are unable to attend work on a particular occasion, you are expected to let your line manager know.

ii) Professional Conduct

You must exercise all proper skill and care in the performance of your duties together with maintaining adequate levels of professional standards in the quality of your work.

iii) Flexibility

You are expected to be flexible to a reasonable extent in relation to your hours of work, and the nature of your duties performed, in order to meet the needs of the Company.

iv) Confidentiality

You are expected to keep confidential, both during your engagement and after its termination, any and all information whatsoever relating to the Company, any related entity, and any of its customers and clients other than that which is already in the public domain.

v) Contractor Customer Service Expectations

When on duty or in uniform, Contractors are required to be courteous and conduct themselves in a professional and dignified manner. All Contractors must reply to inquiries in a polite manner and, if unable to supply the information requested, refer to the person from whom the information may be obtained.

Conduct unbecoming of an Contractor will generally result in disciplinary action. Some examples of unbecoming conduct include:

- Discourtesy to the Client or the general public;
 - Insolence together with the use of coarse, profane or threatening language;
 - Violation of any criminal law;
 - Immoral conduct or any action, at any time which would serve to bring discredit to Ayers Management.
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vi) Personal Mobile Phone Usage

Whilst on duty, all contractors must give undivided attention to their duties. Long and unnecessary conversations especially on a mobile phone will distract their attention from their responsibilities and must be courteously avoided.

vii) Smoking on Duty

All contractors are prevented from smoking on Company or client premises, or Company motor vehicles. Smoking is only permitted in designated areas and during designated meal breaks.

viii) Conflict of Interest

You may not be involved, employed or engaged in any activity, which may or is likely to create a conflict of interest. In addition to this general obligation, you are expected to seek the Company's express permission, which shall not be unreasonably refused, before undertaking any additional engagement.

ix) Health and Safety

You are expected to fully comply with any health and safety laws applicable to the type and location of your work. You should familiarise yourself with the specific health and safety rules and requirements of the workplace, or that of a client or customer from whose premises you may be working. In complying with all health and safety responsibilities you are required to wear any PPE equipment as required or directed.

x) Personal and Property Searches

The Company may from time to time in response to a legitimate concern or allegation received, request to search your person, belongings, baggage, locker or vehicle in the presence of a witness. Failure to consent to this request will be viewed as misconduct in and of itself and may result in the Company contacting the relevant authorities to conduct the search on its behalf.

xi) Company Property

Company property shall not be used for personal use without the express prior permission of management. You are expected to use appropriate levels of skill and care when using company property and equipment. Any damage to, or loss of Company property, which is caused by your carelessness or negligence, is viewed as serious misconduct and will result in disciplinary proceedings and may result in the termination of your engagement without notice.

xii) On Premises without Authority

No contractor is to be on any client premises outside of rostered hours of duty, except under the following circumstances:

- Management of the Company or client has given specific permission;
- The premises are generally open to the public. However, in such situations, the officer is entitled to no greater privilege of access than that available to the general public; and
- Contractors are not to permit the entry of unauthorised personnel into a Client's premises or site, unless first cleared by the client or the Company's National Operations Centre. The Company's supervisors, inspectors, auditors or authorised personnel are exempted.

xiii) Confidentiality of Information

Information concerning AYERS MANAGEMENT or their Client's affairs or their contractors may come to the attention of the Contractor from time to time. All such information is strictly confidential, and must not, under any circumstances, be disclosed to any other person.

SERIOUS MISCONDUCT

The following list of behaviours is considered to be serious misconduct by the Company, which will result in disciplinary proceedings and is likely to result in the termination of your engagement without notice. This list is not exhaustive, but shall include:

- wilful or deliberate behaviour which is inconsistent with the continuation of the contract of engagement;

- conduct which causes a serious and imminent risk to a person's health and safety;
- conduct which causes a serious and imminent risk to the reputation, viability or profitability of the Company;
- theft;
- fraud;
- gambling;
- assault, acts of violence or aggression;
- being intoxicated at work or while undertaking your duties;
- being in the possession, or under the effects, of illegal drugs or substances;
- failure to carry out a lawful direction of the Company;
- serious dishonesty;
- falsification of Company documentation;
- unauthorised absence from the workplace;
- sleeping during working hours;
- bullying, harassment, victimisation or discrimination;
- wilful or negligent damage to property;
- serious insubordination;
- serious or gross negligence;
- bringing the Company into disrepute; and
- breaches of confidentiality including the unauthorised accessing or copying of information.

Steps:

1. *If you are found to be in breach of the code of conduct the following steps will occur*
 2. *In the first instance your line manager at the end user client will notify either the Ayers Group or the Recruitment Company of any concerns they have immediately.*
 3. *The incident report form will be completed accordingly.*
 4. *We will arrange a time for you to visit our offices to discuss / it is best to bring a friend, colleague with you. A representative from your agency and Ayers Management will also be present.*
 5. *If you have been found to have breached the code of conduct you will be given a letter from Ayers Management confirming the decision and you maybe terminated from your position.*
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WORKPLACE PROCEDURES

INTRODUCTION

This policy aims to provide guidance in relation to office procedures at the Company.

i) Work Hours

Your normal hours of work will be outlined within your Letter of Offer or Contract of Engagement.

You are expected to be present during your normal hours of work unless otherwise agreed in advance with management.

Any overtime must be authorised in advance by management.

You will be required to complete a time sheet or task sheet reflecting all work performed. All breaks must be taken and recorded. If you are required to fill in time sheets you must do so accurately, honestly and personally. You must not allow any other contractor to fill in your timesheets and you must never fill in other contractors' time sheets. If you are found to be filling in timesheets in a manner, which contravenes this policy, you will be subject to disciplinary action, which may include the termination of your engagement.

In the event that you will be late for any reason, you are to notify your manager in accordance with the Attendance Policy.

ii) Company Property

Upon the commencement of your engagement, you may be issued with various items of company property to assist you with your duties.

You are expected to exercise all due skill and care in using and maintaining all items of company property. All damage or loss to company property is to be brought to the immediate attention of management.

Any wilful, reckless or careless loss or damage is viewed as serious misconduct and will result in disciplinary proceedings and may result in the termination of your engagement without notice.

All items of company property are to be immediately returned upon the termination of your engagement for whatever reason.

iii) Meal Breaks

Depending upon the duration of your working day, you are entitled to a daily unpaid meal break which must be taken at an agreed time or as otherwise stipulated by management, in order to suit the needs of the business.

If you need to be absent from the workplace for more than standard meal break, approval from your manager should be obtained prior to this being taken. You will need to state the reason why you need to be away from the workplace, where you will be, and how you can be contacted.

iv) Frequency of Pay

The frequency, manner and date of payment of all wage and salary entitlements are outlined within your Contract of Engagement.

OCCUPATIONAL HEALTH AND SAFETY POLICY

INTRODUCTION

The health and safety of all contractors, contractors and visitors are the highest priority and cannot be compromised.

To deliver on our commitment we will endeavour to:

- communicate our occupational health and safety policies and procedures to all contractors and all others where appropriate to ensure they are aware of their obligations;
- comply with all applicable health and safety laws, regulations and statutory obligations;
- seek to achieve the personal commitment of all contractors, subcontractors, suppliers and consultants to healthy and safe work practices;
- provide health and safety risk management systems and procedures that are relevant to the nature and scale of work undertaken;
- set measurable targets and seek to continually improve our health and safety performance; and
- periodically review our health and safety policies and procedures to maintain their relevance.

YOUR ENTITLEMENTS

You are entitled to a safe workplace.

You will not be victimised or otherwise disadvantaged for raising genuine occupational health and safety issues.

YOUR RESPONSIBILITIES

All contractors must:

- comply with any and all state and federal occupational health and safety laws and company safe operating procedures;
- not engage in behaviour that places other contractors or customers at risk or places the company at risk of breaching its occupational health and safety duties; and
- report any unsafe behaviour immediately to management.

PROCEDURE

If you have any concerns about safety in the workplace you should raise them directly with management without delay.

If you are injured in the course of your work you must, as soon as reasonably practicable, report the incident directly to management. Any resulting worker's compensation claim must be made as soon as you become aware of the injury.

Steps:

1. *Raise any concerns you may have directly with your line manager in the first instance*
 2. *Notify the Ayers Group's Client Services Manager Greta Luci on TEL NO 02 9923 9900 or greta@ayers.com.au and your Recruitment Consultant of any concerns you may have.*
 3. *The incident report form will be completed accordingly.*
 4. *We will arrange a time for you to visit our offices to discuss / it is best to bring a friend, colleague with you. A representative from your agency and Ayers Management will also be present.*
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DISCIPLINARY POLICY

INTRODUCTION

The Company is committed to ensuring that a fair and transparent process is undertaken in the event that your conduct or performance is unacceptable.

This policy outlines the process which is to be adopted in such circumstance. Nothing within this Policy will prevent the Company from addressing minor issues of conduct or performance in an informal manner.

YOUR ENTITLEMENTS

All contractors are subject to this Disciplinary Policy. However, if you have less than 6 month's continuous service, the Company reserves the right to discipline or dismiss you without first following a disciplinary process as outlined within this policy. All disciplinary proceedings will be conducted fairly, objectively and without undue delay.

You will be entitled to have a support person, other than a legal practitioner acting in a professional capacity, present at any formal disciplinary meeting.

YOUR RESPONSIBILITIES

At the commencement of a disciplinary process, the Company will consider the appropriateness of suspending you from your engagement pending the outcome of an investigation or the disciplinary process.

Suspension is not a disciplinary sanction in itself.

In the event that the Company does elect to suspend your engagement, any period of suspension will be kept to a minimum and you will continue to receive your full entitlements and benefits, including pay, during this period of suspension.

During any period of suspension, you should remain at home and be ready to respond to the further instructions of management. While suspended, you should not contact any contractor, attend any business premises or access any Systems without the prior approval of management which shall not be unreasonably refused.

You are expected to actively participate in any investigation or disciplinary procedure including the prompt attendance at any scheduled meeting. Failure to actively participate in any process without a valid reason will be viewed as misconduct in and of itself and may result in additional disciplinary action and/or a decision being made in your absence.

PROCEDURE

If your performance or behaviour is unacceptable, you may be subject to disciplinary action.

i) Disciplinary Process

The Company will appoint a suitably experienced manager to conduct the disciplinary process. Where appropriate, the Company may also engage suitable external consultants and/or advisers to assist with any disciplinary matter.

It should be noted that the disciplinary process is at all times an internal matter and as such the exact nature and conduct of any disciplinary proceeding is an issue for the determination of the particular manager appointed to undertake the process.

The investigating manager's decision shall be final without any further right of appeal.

The Company's disciplinary procedure may, as appropriate, include the following:

- a preliminary investigation of the alleged conduct or performance;
- consideration of the appropriateness of suspension during the investigation and/or disciplinary process;
- a meeting at which time the allegations will be explained to you and an opportunity provided for you to provide a full and detailed response;
- a further investigation as considered necessary and appropriate in the circumstances for the investigating manager to make a determination upon the matter.

ii) Disciplinary Outcome

The investigating manager will be responsible for making a determination upon the matter, including any resulting disciplinary sanction, which shall be communicated to you in writing.

Steps:

Any disciplinary sanction will depend upon the severity of the misconduct and any mitigating factors.

The disciplinary sanction, if any, may take the form of one of the following:

- a verbal warning;*
 - a first or final written warning and a notation on your record of engagement which shall remain valid for a defined period of time;*
 - suspension, with or without pay, from assigned duties;*
 - dismissal with notice;*
 - dismissal without notice in response to matters of serious misconduct;*
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DRUGS AND ALCOHOL POLICY

INTRODUCTION

The use of drugs or alcohol jeopardises a safe work environment.

The Company recognises its responsibility under health and safety legislation to provide a safe work environment for all contractors and visitors and as such prohibits drugs and alcohol within the workplace.

The Company is non-judgmental in regard to an individual person's private activities, but requires all contractors and visitors to comply with this policy and any associated procedure whilst on site or while performing their duties.

Non-compliance with this policy is viewed as serious misconduct and will result in disciplinary proceedings, which may result in the termination of your engagement.

Drug and Alcohol means substances, which when taken into the body alter the way the body functions physically and/or psychologically.

Prescribed Medication or Drugs means any substance prescribed by a medical practitioner that has specific work related restrictions or instructions associated with its use.

YOUR ENTITLEMENTS

You are entitled to a safe workplace.

You are entitled to conduct yourself in your private life as you wish, provided that this does not affect your performance at work.

You may be allowed to consume alcohol at certain company events, but you should at no time be drunk or behave in a manner which is inappropriate.

YOUR RESPONSIBILITIES

You must not attend or perform work while under the influence of drugs or alcohol. Please be aware that drugs or alcohol may remain in your system and impair your behaviour some time after they are taken and the immediate effects have worn off.

If you are taking any Prescribed Medication or Drugs, you must advise management so that it can be determined whether it is safe for you to work and whether any specific modifications need to be made. You may be required to produce a medical certificate stating that you are fit for work or specifying any restrictions.

When attending functions as part of your work, you must be aware that you are a representative of the Company, act in an appropriate manner, and adhere to the Code of Conduct at all times.

If you notice that another contractor may be affected by drugs or alcohol, you must immediately notify management so that appropriate action can be taken.

You must submit yourself for drug and/or alcohol testing as soon as reasonably practicable after it has been requested of you.



PROCEDURE

If you are believed to be under the influence of drugs or alcohol at work, you will be required to cease work immediately and sent home. Any resulting time off will be taken either as personal leave or unpaid leave.

If you are suspected of being under the influence of drugs or alcohol at work, particularly following any accidents or incidents, you may be required to submit to drug and alcohol testing. The purpose of testing is to determine whether drugs or alcohol impaired you at the relevant time.

If you are found to be affected by drugs or alcohol at work it will be viewed as serious misconduct which will result in disciplinary proceedings and may result in the termination of your engagement without notice. Any breaches of this policy will result in disciplinary action as set out in the Disciplinary Policy.

Steps:

1. *Notify the Ayers Group's Client Services Manager Greta Luci on TEL NO 02 9923 9900 or greta@ayers.com.au and your Recruitment Consultant immediately if you have been suspended from work*
2. *The incident report form will be completed accordingly.*
3. *We will arrange a time for you to visit our offices to discuss / it is best to bring a friend, colleague with you. A representative from your agency and Ayers Management will also be present.*
4. *A representative from the Ayers Group will discuss the appropriate action with the end user line manager before deciding on an outcome*

THE AYERS GROUP ANTI-DISCRIMINATION, HARASSMENT

BULLYING & VIOLENCE POLICY

VALUES

The Ayers Group values a workplace, which is healthy, and safe, that positively supports people to achieve organization outcomes in a safe manner, while contributing to business effectiveness and sustainability.

COMMITMENT:

The Ayers Group is committed to ensuring that the working environment is free from discrimination and harassment including bullying and violence. This commitment extends to work that is conducted offsite and in the course of employment including company sponsored seminars, functions and events.

OBJECTIVES:

The objectives of this policy are to:

- Demonstrate AYERS's attitude toward discrimination and harassment (including bullying and violence);*
 - Identify relevant federal and state legislation;*
 - Identify responsibilities and behaviors;*
 - Define discrimination and harassment;*
 - Identify potential situations where discrimination and harassment may occur;*
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- Provide relevant sources of how and where to seek assistance; and*
- Indicate the likely consequences of discrimination and harassment*

WHAT IS UNLAWFUL DISCRIMINATION?

Under federal and state legislation, unlawful discrimination occurs when someone, or a group of people, is treated less favorably than another person or group because of their race, colour, national or ethnic origin; sex, pregnancy or marital status; age; disability; religion; sexual preference; trade union activity; or some other characteristic specified under anti-discrimination or human rights legislation.

Workplace discrimination can occur in:

- Recruiting and selecting staff;*
- Terms, conditions and benefits offered as part of employment;*
- Who receives training and what sort of training is offered; and*
- Who is considered and selected for transfer, promotion, retrenchment or dismissal.*

WHAT IS UNLAWFUL HARASSMENT?

Under federal and state legislation, unlawful harassment occurs when someone is made to feel intimidated, insulted or humiliated because of their race, colour, national or ethnic origin; sex; disability; sexual preference; or some other characteristic specified under antidiscrimination or human rights legislation. It can also happen if someone is working in a 'hostile' or intimidating environment. Harassment can include behavior such as:

- Telling insulting jokes about particular racial groups;*
- Sending explicit or sexually suggestive emails;*
- Displaying offensive or pornographic posters or screen savers;*
- Making derogatory comments or taunts about someone's race or religion; and*
- Asking intrusive questions about someone's personal life, including their sex life.*

WHAT DISCRIMINATION AND HARASSMENT IS NOT?

Workplace discrimination or harassment must not be confused with legitimate comments and advice (including relevant negative comments or feedback) from managers and supervisors on the work performance or work related behavior of an individual or group.

WHAT IS WORKPLACE BULLYING?

The repeated less favorable treatment of a person by another or others in the workplace, which may be considered unreasonable and inappropriate workplace practice. It includes behavior that intimidates, offends, degrades or humiliates an employee.

Bullying behavior can range from very obvious verbal or physical assault to very subtle psychological abuse. This behavior may include:

- Physical or verbal abuse;*
 - Yelling, screaming or offensive language;*
 - Excluding or isolating employees;*
 - Psychological harassment;*
 - Intimidation;*
 - Assigning meaningless tasks unrelated to the job;*
 - Giving employees impossible jobs;*
 - Deliberately changed work rosters to inconvenience particular employees; and*
 - Undermining work performance by deliberately withholding information vital for effective work performance*
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WHAT IS WORKPLACE VIOLENCE?

Workplace violence may not always be a critical or extreme situation from the outset. It sometimes follows a pattern of escalating behavior – from agitation, expressed anger or frustration and intimidating body language, to verbal/written abuse and threats, physical threats, or assault. Violent acts include:

- Verbal abuse, in person or over the telephone;*
- Written abuse;*
- Harassment;*
- Threats;*
- Ganging up, bullying and intimidation;*
- Physical or sexual assault;*
- Malicious damage to the property of staff, customers or the business.*

LEGISLATIVE COMPLIANCE:

THE AYERS GROUP, as part of its strategic and day-to-day operations, will endeavor to comply with the relevant legislation, standards, code of practices and other guidelines. Relevant legislation includes:

Racial Discrimination act 1975

Sex Discrimination Act 1984

Disability Discrimination Act 1992

Age Discrimination Act 2004

Human Rights Commission Act 1986

OHS Act 2000, NSW

OHS Regulation 2001, NSW

OHS Consultation Code of Practice, WorkCover NSW (2001)

RiskAssessmentCodeofPractice, WorkCover NSW(2001)

RESPONSIBILITY AND BEHAVIOUR:

THE AYERS GROUP expect a high level of behavior by its management and employees and will not tolerate under any circumstances workplace discrimination and harassment including bullying and violence.

Management is primarily responsible for ensuring this policy is implemented with employees assuring that their personal behavior and actions are within the policy requirements.

If incidents of discrimination or harassment occur, they will be investigated in a prompt and confidential manner. If proven, the person responsible will be disciplined. Discipline may include counseling, warning, or dismissal, depending on the findings of the investigation.



THE AYERS GROUP will not tolerate any retaliation against an individual who has lodged a complaint or against those cooperating with an investigation of a complaint.

THE AYERS GROUP also recognize false accusations of discrimination and harassment and retaliatory conduct resulting from a report of such matters can have serious effects on innocent individuals and may warrant disciplinary action.

Managers and employees have a responsibility to keep our workplace free from discrimination and harassment. If a manager or employee becomes aware of an incident, whether by witnessing or being told of it, it must be reported to a manager, any management representative, WHS representative or staff member with whom they feel comfortable.

STEPS:

1. *If you have feel you have been the victim of discrimination please immediately contact the Ayers Group's Client Services Manager Greta Luci on TEL NO 02 9923 9900 or greta@ayers.com.au Please also contact your Recruitment Consultant (if applicable)*
 2. *The incident report form will be completed accordingly.*
 3. *We will arrange a time for you to visit our offices to discuss / it is best to bring a friend, colleague with you. A representative from your agency and The Ayers Group will also be present.*
 4. *All discrimination reports will be taken seriously and will be acted upon in the correct manner.*
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COMPUTERS, INTERNET AND TECHNOLOGY POLICY

INTRODUCTION

The Company will provide various information technology systems, including internet, email, and mobile devices, which are provided to facilitate business usage and are subject to the terms and conditions of this policy. Activities in breach of this policy may result in disciplinary action being taken.

YOUR RESPONSIBILITIES

As a minimum, you are required to act within the laws of the relevant state and federal government, and those requirements should be read in conjunction with this policy.

The inappropriate use of the Systems can lead to damage or failure of those Systems, circulation of offensive material, breaches of confidentiality, financial loss, lost productivity and public damage to the Company's image or reputation.

Upon this basis, your specific responsibilities and obligations, in conjunction with the terms and conditions of this policy include:

i) Web Publishing

You are not permitted to establish new internet web pages which in any way deal with the Company and its affairs, or make modifications to existing web pages, without the prior approval of management.

This approval is required to ensure that all posted material is consistent and professional in its appearance, aligned with business goals, and is protected by adequate security measures.

ii) Intellectual Property Rights

The Company requires strict adherence to any software vendor's license agreements. Any use of the Systems in a manner that is inconsistent with a software vendor's license is strictly forbidden.

Similarly, the reproduction, forwarding or redistributing words, graphics, or other materials must be done only with the permission of the author/owner. Users should assume that all materials on the internet are subject to copyright unless a specific notice states otherwise.

iii) Privacy

When using the Systems you should consider that your communications are not automatically protected from viewing by third parties. Unless encryption is used, you should consider that this is a possibility before sending information over the internet, particularly if it could be considered to be confidential or private in nature.

iv) Competing Interests

The Systems are not to be used for charitable endeavours, private business activities, or amusement/entertainment purposes without the prior approval of management, subject to your entitlements above.

v) User Passwords and Accountability

To prevent unauthorised parties from obtaining access to the Systems, you must choose passwords which are difficult to guess (for example, not a dictionary word, not a personal detail, and not a reflection of work activities).

Your individual password should never be shared or revealed to anyone else unless authorised by management. Such actions have the potential to threaten the integrity of the Systems and will result in you being held personally responsible for actions the other party takes with the password.



If you need to share an account or password for whatever reason, it must be authorised in advance by management. Where a need to share data exists, steps should be taken wherever possible to utilise message forwarding facilities, public directories on local area network servers, and other authorised information-sharing mechanisms rather than sharing an account or password.

vi) Contents of Messages

When using the Systems, you must at all times do so in a professional manner. In particular, you must not use profanity, obscenities, or derogatory remarks in electronic communications, nor should it include any confidential or sensitive information relating to another contractor, customers, clients, competitors, or the affairs of the business.

All use of the Systems should be made in consideration of the fact that it may create legal liability, especially since emails could be legally discovered and used against the Company. Special caution is warranted because back-up and archival copies of electronic information may actually be more permanent and more readily accessed than traditional paper communications.

vii) Handling Information about Security

You must promptly report all information security alerts, warnings, suspected vulnerabilities, and the like to management.

viii) Public Representations

No web page, electronic mail message, or any other public representation about the Company may be issued unless management has first approved it.

ix) Harassing or Offensive Materials

The transmission or storage of sexual, offensive or racist material is strictly prohibited. Users are encouraged to respond directly to the originator if any such communication is received and instruct that they stop sending such material. If the originator does not promptly stop such communications you must immediately report the matter to management for further action.

Under no circumstances should any contractor originate or re-distribute such material, which is viewed as serious misconduct in and of itself. Such conduct will result in disciplinary proceedings and may result in the termination of your engagement without notice.

The Company retains the right to remove from its Systems any material, which it views as offensive or inappropriate.

x) Social Networking and Blogs

Any personal use of social networking and blogging sites should be in no way associated with your engagement or with the Company.

The personal use of social networking and blogging sites should not be made upon the Company's Systems, and should not be made during normal working hours.

Care should also be taken not to post any comments or blogs which breach your ongoing obligations of confidentiality, may bring the Company into disrepute, or may be viewed as insulting, offensive as it relates to colleagues, suppliers, contacts, clients or customers.

PROCEDURE

You acknowledge and agree to adhere to the following procedures as they relate to the use of the Systems:

i) Surveillance and Privacy Waiver

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

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

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

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

ii) Policy Breaches

Without limiting the Company's rights and/or remedies under law and/or contract, if you are found to have been involved in activities which breach this policy you may be subject to disciplinary action, which may result in your access to the Systems being revoked.

For serious or repeated breaches your engagement may be terminated without notice. The matter may also be referred to the police for investigation and/or civil proceedings may be initiated, if considered appropriate.

Steps:

1. *If you have been found to breach any of the clauses within this policy by the end user client and/or its line manger - immediately notify The Ayers Group's Client Services Manager Greta Lucion TEL NO 02 9923 9900 or greta@ayers.com.au and your Recruitment Consultant of any concerns you may have.*
 2. *The incident report form will be completed accordingly.*
 3. *We will arrange a time for you to visit our offices to discuss / it is best to bring a friend, colleague with you. A representative from your agency and the Ayers Group will also be present.*
 4. *If the breach is found to be of a serious nature you will receive a letter of immediate termination from The Ayers Group*
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EQUAL OPPORTUNITY AND DIVERSITY POLICY

INTRODUCTION

The Company is an equal opportunity employer and aims to provide a workplace that is free from discrimination on the grounds of protected characteristics, including race, colour, sex, sexual preference, age, physical or mental disability, marital status, family or carer's responsibilities, pregnancy, religion, political opinion, national extraction or social origin, in addition to any other characteristics protected by state or federal legislation.

YOUR ENTITLEMENTS

You are entitled to a workplace that is safe and free from discrimination of any kind.

You are entitled to have all aspects of your work assessed based on merit and have access to workplace opportunities or benefits in accordance with your performance.

Where you believe you have been discriminated against, we urge you to raise this informally at first instance with management who will pursue this matter further.

However, if you feel unable, or believe that it is inappropriate to raise the matter informally with management, you can address the matter formally in accordance with the Grievance Policy as contained in this handbook.

The Company will take all reasonable steps to ensure that fair, non-discriminatory decisions are made in respect to workplace opportunities and benefits, including:

- training and development opportunities;
- promotional opportunities;
- work allocation, shifts, rosters, hours of work and overtime;
- salary levels and packages;
- leave arrangements (of all types);
- pregnancy arrangements and maternity and parental leave; and
- performance assessment.
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To ensure this occurs at all levels, management are responsible for ensuring that:

- all contractors and participants in the workplace understand this policy, and act in a manner which is consistent with this policy and the Code of Conduct; and
- fair and non-discriminatory decisions are made at all times, including when recruiting or promoting contractors.

Where the conduct of an contractor or participant in the workplace is inconsistent with this policy, appropriate action will be taken by the Company.

YOUR RESPONSIBILITIES

Direct discrimination occurs where one person is treated less favourably than another because of a discriminatory characteristic.

Indirect discrimination occurs where an unreasonable requirement, rule or policy unfairly disadvantages a person or group with a discriminatory characteristic.

The Company does not tolerate discrimination in the workplace and will take all reasonable steps to ensure that contractors, contractors, clients, customers and others in the workplace are treated fairly and without regard to discriminatory characteristics.

The Company is likewise committed to ensuring that all contractors and prospective contractors have equal engagement opportunities and are encouraged to make full use of their particular skills and abilities.



You are responsible for ensuring your own behaviour does not discriminate against others, either directly or indirectly.

It is your responsibility to respect the rights of others and never get involved in or encourage discrimination of any kind.

PROCEDURE

Where you witness behaviour that you believe amounts to discrimination, or otherwise believe on reasonable grounds that discrimination is occurring in the workplace, you are required to report this directly to management as soon as possible.

Any such report, which will be treated in the strictest of confidence. However, any report that is misleading or vexatious will be viewed as serious misconduct in and of itself, which will result in disciplinary proceedings and may result in the termination of your engagement without notice.

Steps:

- 1. If you have any concerns with anything relating to discrimination within the workplace - immediately notify the Ayers Group's Client Services Manager Greta Luci on TEL NO 02 9923 9900 or greta@ayers.com.au and your Recruitment Consultant.*
 - 2. The incident report form will be completed accordingly.*
 - 3. We will arrange a time for you to visit our offices to discuss / it is best to bring a friend, colleague with you. A representative from your agency and the Ayers Group and the end user client will be present to discuss the matter*
 - 4. All parties will be notified of the course of action by email / letter*
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GRIEVANCE POLICY

INTRODUCTION

The aim of this policy is to provide you with a procedure in which to raise grievances, including those about harassment or discrimination, with a view to resolving those issues.

A grievance is a serious concern or dispute in relation to work, or matters arising within the workplace, which cannot be simply resolved by management and will be dealt with in accordance with this policy.

You may, however, have less serious complaints, which should be referred to management at first instance.

The Company expressly reserves the right to deal with any complaints as it sees fit on a case-by-case basis. The Company may also, at its sole discretion, decide that a matter raised by a contractor is more properly categorised as a complaint and deal with it as such.

This policy explains what to do if you have a grievance. Any grievance raised will be treated in confidence, and can be made without fear of reprisal.

YOUR ENTITLEMENTS

Where you have a grievance, you are entitled to have this matter addressed in accordance with the procedure set out below.

There are two ways in which you may try to resolve your grievance:

- through an informal resolution procedure, aimed at trying to resolve the grievance rather than proving whether or not the conduct complained of occurred; or
- through a formal resolution procedure, aimed at determining whether the matter complained of did in fact occur and taking appropriate action.

Although the Company encourages you to attempt to resolve any grievances informally at first instance, it is recognised that this may not always be possible or appropriate in the circumstances. You may elect at any time to commence the formal resolution process outlined below.

YOUR RESPONSIBILITIES

Where you have a grievance that you would like to raise, you are required to do so promptly and in accordance with procedure outlined below.

You are required to maintain confidentiality, disclosing details of the grievance only to those directly involved in the complaint or grievance and its resolution.

Further, you are required to cooperate with any management investigation into your grievance and attend meetings as directed by the Company.

PROCEDURE

The specific procedures for raising and addressing grievances include:

i) Informal Resolution Procedure

If you can, and you feel comfortable doing so, try to resolve your grievance yourself with the person or people involved by approaching them directly.

You are encouraged to talk with management if at any time you are not sure how to handle the problem yourself or you just want to talk confidentially for further information and guidance.

You can also ask your manager to informally approach the person complained of. This will involve a supervisor or manager confidentially discussing the matter, reminding the particular contractor about our workplace policies and instructing them not to repeat the behaviour again.

Please note that this will not involve any investigation into the complaint as such action is aimed at resolving the grievance quickly and efficiently. If you would like an investigation conducted you will need to proceed to the formal resolution procedure.

ii) Formal Resolution Procedure

If you would like to lodge a formal grievance that will be investigated, you will need to submit to management the details of your grievance in writing, along with any evidence you may have in respect of your grievance.

Any grievances, which are considered as vexatious, are viewed by the Company as serious misconduct in and of itself and will result in disciplinary proceedings and may result in the termination of your engagement without notice.

Steps:

1. *If you would like to lodge a formal grievance - immediately notify the Ayers Group's Client Services Manager Greta Luci on TEL NO 02 9923 9900 or greta@ayers.com.au and your Recruitment Consultant.*
 2. *The incident report form will be completed accordingly.*
 3. *We will arrange a time for you to visit our offices to discuss / it is best to bring a friend, colleague with you. A representative from your agency and the Ayers Group will also be present.*
 4. *The Ayers Group will take all reasonable steps and efforts to deal with formal grievances in a fair and consistent manner*
 5. *You will be advised in writing once a decision has been made upon your grievance. All decisions will be final.*
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ACKNOWLEDGEMENT FORM

I hereby acknowledge that I have received the Company's contractor handbook.

I further acknowledge that I have read, understand and agree to abide by the policies and procedures outlined within this contractor handbook.

Full name:

Signed:

Dated:
