

Document tendered by  
MR. STEVE COXMAN  
Received by  
Geord Hill  
Date: 27 05 2024  
Resolved to publish Yes/No



# RSPCA NSW

## Respect@Work

# EMPLOYEE HANDBOOK



## Introduction

Welcome to RSPCA NSW. 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 clicking on the 'I have read this message' in the HRA platform, you acknowledge that you have read and understood the policies and procedures in this handbook.

# Contents

Code of Conduct .....	4
Disability Inclusion Policy .....	10
Equal Employment Opportunity (EEO), Discrimination, Harassment and Workplace Bullying Policy .	15
Gender Equality, Inclusion & Diversity Policy .....	22
Grievance Policy .....	26
Internet and Email Policy .....	28
Performance Counselling and Disciplinary Policy .....	31
Privacy Policy .....	35
Related Party Transactions Policy .....	42
Social Media Policy .....	45
Whistleblower Policy .....	49
Workplace Surveillance Policy .....	57

# Code of Conduct

## 1 Introduction

- 1.1 The Royal Society for the Prevention of Cruelty to Animals, New South Wales (RSPCA NSW) ("**Company**") promotes a safe, supportive, and professional working environment for all employees.
- 1.2 This Code of Conduct outlines the standards of behaviour expected by the Company, and it is the Company's expectation that the principles in this Code of Conduct will be followed and respected by each employee at all times.

## 2 Scope

- 2.1 This policy applies to all employees, volunteers, independent contractors, agency workers and officers of the Company (**Workplace Participants**).

## 3 General Standards of Behaviour

- 3.1 Workplace Participants must, at all times:
  - i. behave honestly and with integrity and act with care and diligence in the performance of their work;
  - ii. treat everyone, including but not limited to, colleagues, contractors, visitors, clients and customers, with respect, courtesy and honesty;
  - iii. foster a work environment that encourages equal opportunity, embraces diversity and does not tolerate discrimination or harassment of any kind;
  - iv. behave in a way that upholds the integrity and good reputation of the Company;
  - v. comply with all policies of the Company;
  - vi. comply with any lawful and reasonable directions of the Company;
  - vii. use the Company resources and assets in a proper manner and for a proper purpose;
  - viii. behave in a manner that ensures a safe and healthy workplace for all;
  - ix. not provide false or misleading information to the Company; and
  - x. not improperly use their duties, status, power or authority with the Company to gain, or seek to gain, a benefit or an advantage for the employee or any other person or entity.

## 4 Abandonment of Employment

- 4.1 An employee who has been absent from work for 5 or more consecutive working days without the consent of the Company and without providing notification to the Company may be deemed to have abandoned their employment. This means that the employee has no intention of returning to their employment with the Company.

- 4.2 The Company will only consider an employee to have abandoned their employment where it has taken what it considers reasonable steps to contact the employee to establish whether the employee intends to return to their employment with the Company.

## 5 Ethics and Business Conduct

- 5.1 All Workplace Participants must act with honesty, diligence, loyalty and good faith.
- 5.2 Workplace Participants must not engage in conduct which may cause offence, embarrassment or legal liability to the Company, its clients or suppliers, another staff member, or a member of the public.
- 5.3 Workplace Participants must immediately disclose to the Company any unethical, dishonest, fraudulent or illegal behaviour, or any behaviour which violates Company policies, which the Workplace Participants is aware of or becomes aware of.

## 6 Dress Code

- 6.1 Workplace Participants are expected to present a professional appearance at all times which is suitable for the work environment. Workplace Participants should present for work well-dressed and groomed, and in clean attire.
- 6.2 The Company may issue directions about personal grooming from time to time.
- 6.3 Employees are required to wear the Company uniform during all working hours, unless directed or authorised by the Company.

## 7 Time and Attendance

- 7.1 Employees are expected to be present and ready to commence work at their designated starting time. It is not acceptable to arrive at the designated starting time and then spend time attending to personal needs before commencement of work.
- 7.2 Lack of punctuality is considered a serious performance issue.
- 7.3 Employees, except for salaried staff members, are required to complete and submit timesheets on a daily basis. Failure to complete or submit a timesheet may result in a delay of the payment of wages.
- 7.4 An employee may be required to work hours which are in addition to their ordinary or contracted hours in order to fulfil the performance of their duties ("**overtime**"). The Company will only require the employee to work overtime if such hours are reasonable.
- 7.5 Overtime may only be worked with the prior approval of a manager.

## 8 Confidentiality

- 8.1 The unauthorised use or disclosure of Confidential Information is strictly prohibited. Any breach of confidentiality is viewed as serious misconduct.
- 8.2 All Confidential Information remains the property of the Company. Any Confidential Information in the possession or control of a Workplace Participant must be returned upon the termination of employment, or earlier upon request by the Company.

8.3 If a Workplace Participant is exposed to the confidential or business-sensitive information of a client, the Workplace Participant must take appropriate steps to ensure such information is treated with sensitivity and discretion. Unless the information has been publicly released by the client, Workplace Participants must not disclose it to anyone except those within the Company whose positions require knowledge of the information.

8.4 In this clause:

**Confidential Information** means all information (whether or not it is described as confidential) in any form or medium concerning any past, present or future business operations or affairs of the Company, or any customer, client, licensee, contractor or supplier of the Company, including but not limited to:

- i. trade secrets of the Company;
- ii. information about the business and affairs of the Company such as products of the Company, services offered by the Company, financial accounts and reports of the Company and its customers, marketing and/or strategy plans, client proposals, sales plans, client prospects, information about fees, pricing information, supplier lists, research, financing, inventions, designs, techniques, plans, diagrams, graphs, procedures or processes, security information, sales and training materials, and operational information and methods;
- iii. details or contracts and arrangements with third parties including information about customers, suppliers and contact persons of the Company, such as their specific requirements, arrangements and past dealings with the Company;
- iv. customer names and addresses, customer lists, business cards and diaries, calendars or schedules;
- v. all technical and non-technical data, formulae, patterns, programs, devices, methods and research activities, ideas and concepts;
- vi. all financial and accounting information, pricing lists, schedules and structures, product margins and financial plans;
- vii. remuneration details and investment outlays;
- viii. intellectual property rights;
- ix. manuals, computer databases and computer software; and
- x. all other information obtained from the Company or obtained in the course of the employee's employment with the Company, that is by its nature confidential;

but excludes information that has come into the public domain other than by a breach of contract or other unauthorised use or disclosure.

## 9 Mobile Phones and Other Devices

9.1 For the purposes of this clause, a reference to 'mobile phones' also includes any other electronic portable device including but not limited to tablets, iPads and e-readers.

9.2 Mobile phones may be used during working hours on a reasonable use basis. Reasonable use means on a non-excessive basis which does not interfere with or compromise the performance of a Workplace Participants duties.

9.3 Workplace Participants are not to access, download, send or communicate unauthorised material during working hours, regardless of whether it is on Company or private mobile phones. Unauthorised material includes, but is not limited to, pornographic or sexually explicit material, racist or otherwise discriminatory material, or any material which would reasonably be considered derogatory or offensive.

- 9.4 Any mobile phone provided to an employee by the Company ("**Company issued mobile phone**") remains the property of the Company at all times and must be returned to the Company upon request or termination of the Workplace Participant, whichever occurs first.
- 9.5 All work-related communications using a Company issued mobile phone must be conducted in a courteous, polite and professional manner.
- 9.6 It is the Workplace Participants responsibility to ensure the Company issued mobile phone remains charged during all working hours.
- 9.7 Workplace Participants must not use the Company issued mobile phone:
- i. for any unlawful or improper purpose;
  - ii. for the commercial benefit of any person or organisation other than the Company;
  - iii. in an unsafe manner;
  - iv. in a harassing manner;
  - v. in an abusive manner;
  - vi. in a manner which tends to cause deterioration in its condition; or
  - vii. in a manner which is a waste of resources.
- 9.8 It is the Workplace Participants responsibility to ensure the physical security of the Company issued mobile phone, including taking due care to secure such property whenever left unattended, whether it is in use by another person or being transported or stored. Workplace Participant must immediately report the loss or theft of the Company issued mobile phone to the appropriate manager.
- 9.9 Workplace Participant must do all things reasonably necessary to preserve the Company issued mobile phone in the best working condition, having regard to the condition in which the Company issued mobile phone was originally provided to the Workplace Participant by the Company. Workplace Participants must immediately report damage to the Company issued mobile phone to the appropriate manager.
- 9.10 Workplace Participant may be held personally responsible and liable in respect of any loss of or damage to the Company issued mobile phone where that loss or damage could reasonably be considered to have been avoidable in the individual circumstances of the case. In the case of damage, this will not include ordinary wear and tear. Such personal liability may extend to the full costs of replacement or a percentage thereof.
- 9.11 A Company issued mobile phone may be used for reasonable personal use where that use (in addition to business use) does not exceed, in any relevant period, the limit designated in the telecommunications and/or internet plan which the Company holds for the mobile phone. Where an employee uses the Company issued mobile phone in excess of this limit, the Company reserves its right to require the employee to compensate it for a portion of any fees/charges incurred arising from the excessive use having regard to the ratio of the employee's business and personal use of the mobile phone.
- 9.12 Workplace Participant who incur roaming costs for personal use of the Company issued mobile phone while overseas are responsible for the entirety of the roaming fees or charges.

## 10 Smoking and Vaping

- 10.1 Smoking and Vaping is not permitted on the Company's premises or during working hours.
- 10.2 Workplace Participants are permitted to smoke or vape on authorised break periods but only in authorised smoking areas or areas not otherwise designated as non-smoking by law or policy.

## 11 Computer Software

- 11.1 Unlicensed software and externally provided software must not be used without the knowledge and consent of a manager, as these could expose the Company's information systems to viruses.
- 11.2 Company owned software must not be copied or distributed for private use.

## 12 Conflict of Interest

- 12.1 A conflict of interest exists whenever a Workplace Participant (or the Workplace Participants family, friends or associates) uses an advantage gained directly or indirectly from the Workplace Participants employment / service with the Company for the benefit of themselves or another person or entity who is not the Company.
- 12.2 Workplace Participants are to act in the best interest of the Company at all times and avoid actual or potential conflicts of interest where possible.
- 12.3 Workplace Participants must immediately notify the Company in writing of any potential or actual conflicts of interest of which they become aware. This includes, but is not limited to, circumstances in which:
  - i. a member of the Workplace Participant family is employed by the Company;
  - ii. the Workplace Participant or a member of the employee's family is employed by a competing business; or
  - iii. the Workplace Participant or a member of the Workplace Participants family has an economic interest in a client, supplier or competitor of the Company, such as the holding of shares.
- 12.4 While employed by the Company, permanent employees should not engage in any activity, whether paid or unpaid, for another company or business unless they have obtained the prior written authorisation of the Company. Approval will only be withheld where the Company believes that such other work may cause an actual or potential conflict of interest or would have an adverse effect on the performance of the employee's duties.

## 13 Gifts and Gratuities

- 13.1 Workplace Participants are not to directly or indirectly demand or receive any gift or benefit in respect of work performed or services delivered by them in connection with their employment / service at the Company, or from anyone with, or a seeking, a business relationship with the Company.
- 13.2 If refusal of a gift would cause embarrassment, then non-monetary gifts of a nominal value (e.g. flowers, chocolates, fruit) may be accepted by the Workplace Participant, and the gift should be reported to their supervisor who will determine how the gift is to be used.
- 13.3 If any Workplace Participant is in any doubt, they should seek advice from their manager.

## 14 Privacy

- 14.1 The Company abides by the Australian Privacy Principles, and all Workplace Participants with access to personal and business information are responsible for ensuring that such information is appropriately handled and stored, is used only for legitimate business purposes and is not used or disclosed contrary to the Australian Privacy Principles.

## **15 Breach of Policy**

- 15.1 Any Workplace Participant who becomes aware of any actual or potential breaches of this policy must report the issue to the appropriate manager as soon as possible.
- 15.2 Any Workplace Participants who is found to have breached this policy will be subject to disciplinary action, up to and including termination of employment.

## **16 Variation**

- 16.1 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.

# Disability Inclusion Policy

## 1 Introduction

- 1.1 The Royal Society for the Prevention of Cruelty to Animals, New South Wales (RSPCA NSW) ("**Company**") is committed to the importance of supporting and including Workplace Participants with a disability and the value of a diverse workforce which includes the representation of those with disabilities. This policy describes RSPCA NSW's commitment to ensuring the fair and equal treatment of all individuals living with a disability and how RSPCA NSW practices inclusion in relation to disability in the workplace.
- 1.2 The Company believes in creating and fostering a supportive and understanding environment in which all individuals realise their maximum potential, regardless of their differences.
- 1.3 The Company recognises that a diverse and inclusive workforce is a competitive advantage in retaining and attracting the best people to maintain the success of the business.
- 1.4 Improving and promoting disability inclusion and diversity in the workplace will enable the Company to achieve a high-performance workforce, improve productivity, increase innovation and creativity, and build social inclusion.
- 1.5 The Company acknowledges and thrives in the diversity of backgrounds and experiences of its Workplace Participants and will not tolerate behaviours, language or practices that label, stereotype or demean others. Such unacceptable conduct may lead to disciplinary action including termination of employment/services.
- 1.6 This policy should be read in conjunction with the EEO, Discrimination, Bullying and Harassment Policy.

## 2 Scope

- 2.1 This Policy applies to all employees, volunteers, independent contractors, agency workers and officers of the Company (**Workplace Participants**).
- 2.2 Workplace Participants must comply with the policy at all times during work, when representing or acting on behalf of the Company and at work related events and social functions. Workplace Participants are also encouraged to live their personal life with the objectives of this policy in mind always.

### 3 Definitions

- 3.1 **Disabilities** covered by Federal and State anti-discrimination legislation include physical, diseases that make a part of the body or brain work differently, mental illnesses or psychiatric disabilities, behavioural disorders, intellectual disabilities, learning or cognitive disabilities, adverse changes to the body or brain following an accident or surgery, a different formation of a body part and diseases or illnesses caused by a virus or bacteria. Disabilities or impairments may be short term, long term or permanent, and may occur in the past, present or future.
- 3.2 **Diversity** is a term used to describe the differences and uniqueness of people. It may include differences in skill and knowledge, race, religion, sexual orientation, gender, parental/family responsibilities, age, disability, socio-economic status, marital status, political beliefs or other ideologies.
- 3.3 **Inclusion** means that all people, regardless of their differences, are treated with respect and dignity. Inclusion also refers to ensuring that all current and future Workplace Participants have access to equal opportunities in the workplace.
- 3.4 **Workplace Participant** refer to employees, volunteers, independent contractors, agency workers and officers of the Company.

### 4 Recruitment

- 4.1 The Company recruits individuals based on merit and suitability to the role, irrespective of disability and other personal characteristics.
- 4.2 The Company is committed to recruiting people from all backgrounds. The Company believes that our Workplace Participants from many different cultural and national backgrounds provide valuable knowledge for understanding and reflecting our customers in local markets.

### 5 Career Development and Promotion

- 5.1 The Company rewards excellence and all Workplace Participants are promoted on the basis of their performance.

## 6 Company Responsibility

- 6.1 The Company has a legal and moral obligation to provide equal opportunity in employment and a workplace which embraces diversity free from discrimination and harassment.
- 6.2 The Company commits to:
- i. engaging fairly and equitably with all Workplace Participants in a positive, respectful and constructive manner;
  - ii. promoting an inclusive culture throughout the workplace that values disability inclusion and diversity;
  - iii. overcoming barriers to disability inclusion and diversity in the workplace;
  - iv. ensuring all managers and Workplace Participants understand the objectives of this policy;
  - v. ensuring Workplace Participants are paid fairly and according to merit, irrespective of disability or other personal differences;
  - vi. ensuring all Workplace Participants have equal opportunity to participate in and contribute at all levels of the workplace and to receive appropriate acknowledgment and equitable reward for that participation and contribution;
  - vii. through its operations, establishing a workplace which eliminates disability inequity and unconscious bias; and
  - viii. regularly reviewing employment practices and procedures so that fairness is maintained.
- 6.3 The Company acknowledges the disadvantaged position some individuals have had historically in the workplace and general community because of their disability and other personal characteristics and recognises that achieving disability inclusion and diversity may require different treatment of men, women, intersex, transgender and gender and other diverse people in some circumstances to achieve similar outcomes.

## 7 Management Responsibility

7.1 Managers are required to actively pursue the goals of this policy through the following approaches:

- i. ensure that all Workplace Participants are treated with respect and dignity;
- ii. ensure that recruitment, retention, performance management and promotion processes are based upon individual merit and not an individuals 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;
- iii. challenge stereotypes that promote prejudicial and biased behaviours and practices;
- iv. encourage empathy and fairness towards others;
- v. apply the Company's standards of behaviour and expectations fairly amongst all Workplace Participants;
- vi. promote a culture of equality and fairness by eliminating favouritism and bias in the workplace;
- vii. ensure all Workplace Participants are provided with the same tools and information to complete their job to the best of their ability;
- viii. ensure assistance is provided to all Workplace Participants equally when requested; and
- ix. actively respond to a Workplace Participant's concerns in relation to a breach of this policy.

7.2 Reasonable adjustments to work practices will be made, where appropriate, to Workplace Participants with disabilities in accordance with state WHS legislation.

7.3 RSPCA NSW Workplace Participants with a disability that affects their mobility will be consulted by the Workplace Health and Safety (WHS) team about their individual needs for evacuating the building within which they work or volunteer in the event of an emergency.

7.4 In advance of any emergency, a Personal Emergency Management Plan (PEEP) will be produced and stored centrally by the WHS team as part of the organisation's broader emergency management procedures, to ensure that the individual has a plan in place to safely evacuate their work location in a dignified manner.

## **8 Workplace Participant Responsibilities**

8.1 All Workplace Participants 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. treat all fellow Workplace Participants equally with respect and dignity; and
- v. seek appropriate advice and assistance when dealing with complaints.

## **9 Correcting Inequities**

9.1 Workplace Participants who believe they have not been treated fairly in accordance with this policy should escalate their concern via the procedure outlined in the Grievance Policy.

9.2 Workplace Participants are encouraged to utilise the Company's Employee Assistance Program (**EAP**). The EAP service is a confidential telephone service aimed at assisting employees who are experiencing difficulties. The phone number for the EAP service is #1300 687 327.

## **10 Breach of this policy**

10.1 Any Workplace Participant who is found to have breached this policy may be subject to disciplinary action, up to and including termination of employment/services.

## **11. Variation**

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

# Equal Employment Opportunity (EEO), Discrimination, Harassment and Workplace Bullying Policy

## 1 Introduction

- 1.1 The Royal Society for the Prevention of Cruelty to Animals, New South Wales (RSPCA NSW) ("**Company**") supports equal employment in the workplace and eliminating unlawful discrimination, bullying and harassment in the workplace. This policy is intended to provide managers and Workplace Participants with information to help the Employer achieve its policy objectives by outlining expectations of behaviour and procedures for dealing with complaints.

## 2 Scope

- 2.1 This policy applies to all employees, volunteers, independent contractors, agency workers and officers of the Company ("**Workplace Participants**").
- 2.2 Workplace Participants must comply with the policy at all times during work (even outside of ordinary working hours), when representing or acting on behalf of the Employer and at work related events and social functions. This policy also applies where there is a relevant connection to the workplace or where there is a significant effect on the workplace (e.g. posting a discriminatory message about another Workplace Participant or customer on a social media platform).
- 2.3 Behaviour that is inconsistent with this policy will not be tolerated and depending on the severity may lead to disciplinary action including termination of employment or engagement.

## 3 Equal Employment Opportunity

- 3.1 It is the policy of the Employer 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, task allocation, supervision and management of staff, counselling, disciplinary procedures and termination of employment; and
  - ii. Remuneration practices and benefits.
- 3.2 A Workplace Participant'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 any other attribute prohibited by law will not form the basis of employment or engagement decisions.

## 4 Discrimination and Harassment

4.1 The Employer believes that all Workplace Participants 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. Workplace Participants who are subjected to or witness this type of treatment often feel intimidated or anxious at work.

### 4.3 What is Unlawful Discrimination?

4.3.1 Unlawful discrimination may occur when a Workplace Participant is treated less favourably 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 favourably 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 favourably.

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

- i. sex (including marital status, pregnancy or potential pregnancy);
- ii. race (including colour, descent, nationality, ethnic or ethno-religious origin);
- iii. sexual orientation, intersex status and gender identity (including sexual preference, transgender status);
- iv. age;
- v. marital or domestic status;
- vi. family or carer's responsibilities;
- vii. pregnancy and breastfeeding;
- viii. religion;
- ix. political opinion/ activities;
- x. irrelevant criminal records;
- xi. disability, disease or injury;
- xii. industrial activity (including trade union activity or not deciding to join a union); and
- xiii. an association with someone who has, or is assumed to have, one of these characteristics.

- 4.3.3 It is also unlawful to treat someone unfavourably because you assume they have a personal characteristic or may have it at some time in the future.
- 4.3.4 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.

#### **4.4 What is Harassment?**

- 4.4.1 Harassment is any uninvited or unwelcome behaviour that is based on one of the unlawful reasons that a reasonable person would anticipate might offend, humiliate or intimidate another person, whether or not that effect is intended.
- 4.4.2 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.
- 4.4.3 Harassment specifically aimed at people with a particular attribute listed above may amount to discrimination, which is unlawful.
- 4.4.4 The *Sex Discrimination Act 1984* (Cth), also prohibits harassment on the ground of sex. Sex-based harassment is defined as unwelcome conduct of a seriously demeaning nature by reason of the person's sex, in circumstances which a reasonable person would have anticipated the possibility that the person harassed would be offended, humiliated or intimidated. The unwelcome conduct must relate to:
  - (a) the sex of the person harassed;
  - (b) a characteristic that appertains generally to persons of the sex of the person harassed (this covers instances where someone is harassed because of a characteristic associated with members of that person's sex, such as anatomical attributes. For example a male staff member being belittled by a colleague for having an "excessively high-pitched voice", "sounding more like a girl than a boy" and wearing a pink shirt to work instead of the stereotypical blue shirt for males); or
  - (c) a characteristic that is generally imputed to persons of the sex of the person harassed (this includes harassment on the grounds of gendered stereotypes, including characteristics generally imputed by society to one sex or the other, such as caring responsibilities being the domain of women).
- 4.4.5 A person who causes, instructs, induces, aids or permits another person to do any of the above conduct may be taken to have engaged in harassment on the ground of sex.

#### **4.5 Sexual Harassment**

- 4.5.1 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. Additionally, a person who causes, instructs, induces, aids or permits another person to do any of the above conduct may be taken to have engaged in sexual harassment.
- 4.5.2 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. Behaviour that is based on mutual attraction, friendship and respect is not likely to constitute sexual harassment as long as the interaction is consensual and reciprocated.
- 4.5.3 Sexual harassment is considered as serious misconduct and will not be tolerated by the Employer under any circumstances.
- 4.5.4 The Employer is committed to maintaining a working environment which is free from sexual harassment. The Employer regards sexual harassment as a serious issue and aims to treat any complaints in a sensitive, fair and confidential manner.

#### **4.6 Examples of Sexual Harassment**

- 4.6.1 The following examples may constitute sexual harassment when they are offensive to a Workplace Participant, 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 Workplace Participants 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 or text messages;
  - 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 groping, 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 is treated detrimentally by others because they have lodged 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 a Workplace Participant who is found to have engaged in threatening, intimidating or other inappropriate behaviour 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:
- i. **Repeated behaviour** refers to the persistent nature of the behaviour and can refer to a range of behaviours over time.
  - ii. **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.
  - iii. **Risk to health and safety** means that 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:

### Direct bullying:

- i. Abusive, insulting or offensive language;
- ii. Spreading misinformation or malicious rumours;
- iii. Behaviour or language that frightens, humiliates, belittles or degrades, including over criticising, or criticism that is delivered with yelling or screaming;
- iv. Displaying offensive material;
- v. Inappropriate comments about a person's appearance, lifestyle, their family or sexual preferences;
- vi. Teasing or regularly making someone the brunt of pranks or practical jokes;
- vii. Interfering with a person's personal property or work equipment;
- viii. Harmful or offensive initiation practices.

### Indirect bullying:

- i. Unreasonably overloading a person with work or not providing enough work;
- ii. Setting timelines that are difficult to achieve or constantly changing deadlines;
- iii. Setting tasks that are unreasonably below or beyond a person's skill level;
- iv. Deliberately excluding, isolating or marginalising a person from normal work activities;
- v. Withholding information that is vital for effective work performance;
- vi. Deliberately denying access to information, consultation or resources;

- vii. Deliberately changing work arrangements, such as rosters and leave, to inconvenience a particular person;
- viii. Unfair treatment in relation to accessing workplace entitlements such as leave or training.

### **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 Workplace Participants carried out in a reasonable manner is not bullying. Managers have the right, and should, manage their Workplace Participants. This includes directing the way in which work is performed, undertaking performance reviews and providing feedback (even if negative) and disciplining and counselling staff. Examples of reasonable management action include:
  - i. Setting reasonable performance goals, standards and deadlines in consultation with Workplace Participants and after considering their respective skills and experience;
  - ii. Allocating work to a Workplace Participant in a transparent way;
  - iii. Fairly rostering and allocating working hours;
  - iv. Transferring a Workplace Participant for legitimate and explained operational reasons;
  - v. Deciding not to select a Workplace Participant for promotion, following a fair and documented process;
  - vi. Informing a Workplace Participant about unsatisfactory work performance in a constructive way and in accordance with any workplace policies or agreements;
  - vii. Informing a Workplace Participants 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 Workplace Participants 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; and

- vi. When appropriate, deal with sensitive information in a confidential manner.

## 8 What if you do have a complaint

- 8.1 Workplace Participants who become aware of a breach or suspected breach of this policy are encouraged to discuss the matter with Human Resources on a confidential basis. In instances of any alleged policy breach, discretion is important to protect all people concerned. All Workplace Participants are required to observe confidentiality of complaints of which they become aware. Should you be found to be inappropriately discussing a complaint, you may be disciplined for that conduct.
- 8.2 Management, or others involved in managing a complaint or investigation will endeavour to maintain confidentiality as far as possible. However, it may be necessary to speak with other workplace participants in order to determine what happened in order to resolve the complaint.
- 8.3 A Workplace Participants who believes they are the victim of discrimination, bullying or harassment may deal with the matter:
  - i. **Informally** - by confronting the person with whom they are aggrieved; and/or
  - ii. **Formally** - by using the Employer's grievance procedure.
- 8.4 Should the Workplace Participants elect to raise a formal grievance, the Employer may carry out an investigation. Alternatively, the Employer may take whatever action it deems necessary to attempt to resolve the Workplace Participants grievance.
- 8.5 The Employer expects that grievances are raised in good faith. If after an investigation by the Employer, a Workplace Participants complaint or statement is found to be false and malicious, disciplinary action may be taken against the Workplace Participants up to and including termination of employment or engagement.
- 8.6 If a Workplace Participants complaint is substantiated, the Employer may take disciplinary action against the perpetrator. Depending upon the seriousness of the breach of this policy, such action may include termination of employment or engagement.
- 8.7 All Workplace Participants are encouraged to talk to their supervisor/immediate manager or Human Resources if they have any questions or are unsure about any aspect of this policy.

## 9 Breach of this policy

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

## 10 Variation

- 10.1 This policy does not form part of any employee's contract of employment. The Employer may vary, replace or terminate this policy from time to time.

# Gender Equality, Inclusion & Diversity Policy

## 1 Introduction

- 1.1 The Royal Society for the Prevention of Cruelty to Animals, New South Wales (RSPCA NSW) ("**Company**") is committed to creating a workplace where all people are respected and treated fairly regardless of their personal differences and where both women and men are equally represented, valued and rewarded in the workplace.
- 1.2 The Employer believes in creating and fostering a supportive and understanding environment in which all individuals realise their maximum potential, regardless of their differences.
- 1.3 The Employer recognises that a diverse and inclusive workforce is a competitive advantage in retaining and attracting the best people to maintain the success of the business.
- 1.4 Improving and promoting gender equality and diversity in the workplace will enable the Employer to achieve a high-performance workforce, improve productivity, increase innovation and creativity, and build social inclusion.
- 1.5 The Employer acknowledges and thrives in the diversity of backgrounds and experiences of its Workers and will not tolerate behaviours, language or practices that label, stereotype or demean others. Such unacceptable conduct may lead to disciplinary action including termination of employment/services.
- 1.6 This policy should be read in conjunction with the EEO, Discrimination, Bullying and Harassment Policy.

## 2 Scope

- 2.1 This Policy applies to all employees, volunteers, independent contractors, agency workers and officers of the Company (**'Workplace Participants'**).
- 2.2 Workplace Participants must comply with the policy at all times during work, when representing or acting on behalf of the Employer and at work related events and social functions. Workplace Participants are also encouraged to live their personal life with the objectives of this policy in mind always.

## 3 Definitions

- 3.1 **Diversity** is a term used to describe the differences and uniqueness of people. It may include differences in skill and knowledge, race, religion, sexual orientation, gender, parental/family responsibilities, age, disability, socio-economic status, marital status, political beliefs or other ideologies.
- 3.2 **Gender Equality** is human right. It refers to all people, irrespective of gender, having equal rights, responsibilities and opportunities. Gender Equality means that women's and men's rights, responsibilities and opportunities will not depend on whether they are male or female.
- 3.3 **Inclusion** means that all people, regardless of their differences, are treated with respect and dignity. Inclusion also refers to ensuring that all current and future employees have access to equal opportunities in the workplace.
- 3.4 **Workplace Participants** refer to employees, volunteers, independent contractors, agency workers and officers of the Company.

## **4 Recruitment**

- 4.1 The Employer recruits individuals based on merit and suitability to the role, irrespective of gender and other personal characteristics.
- 4.2 The Employer is committed to recruiting people from all backgrounds. The Employer believes that our Workplace Participants from many different cultural and national backgrounds provide valuable knowledge for understanding and reflecting our customers in local markets.

## **5 Career Development and Promotion**

- 5.1 The Employer rewards excellence and all Workplace Participants are promoted on the basis of their performance.

## **6 Company Responsibility**

- 6.1 The Employer has a legal and moral obligation to provide equal opportunity in employment and a workplace which embraces diversity free from discrimination and harassment.
- 6.2 The Employer commits to:
  - i. engaging fairly and equitably with all Workplace Participants in a positive, respectful and constructive manner;
  - ii. promoting an inclusive culture throughout the workplace that values gender equality and diversity;
  - iii. overcoming barriers to gender equality and diversity in the workplace;
  - iv. ensuring all managers and Workplace Participants understand the objectives of this policy;
  - v. ensuring Workplace Participants are paid fairly and according to merit, irrespective of gender or other personal differences;
  - vi. ensuring all Workplace Participants have equal opportunity to participate in and contribute at all levels of the workplace and to receive appropriate acknowledgment and equitable reward for that participation and contribution;
  - vii. through its operations, establishing a workplace which eliminates gender inequity and unconscious bias; and
  - viii. regularly reviewing employment practices and procedures so that fairness is maintained.
- 6.3 The Employer acknowledges the disadvantaged position some individuals have had historically in the workplace and general community because of their gender and other personal characteristics and recognises that achieving gender equality and diversity may require different treatment of men, women, intersex, transgender and gender and other diverse people in some circumstances to achieve similar outcomes.

## **7 Management Responsibility**

- 7.1 Managers are required to actively pursue the goals of this policy through the following approaches:
- i. ensure that all Workplace Participants are treated with respect and dignity;
  - ii. ensure that recruitment, retention, performance management and promotion processes are based upon individual merit and not an individuals 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;
  - iii. challenge stereotypes that promote prejudicial and biased behaviours and practices;
  - iv. encourage empathy and fairness towards others;
  - v. apply the Employer's standards of behaviour and expectations fairly amongst all Workplace Participants;
  - vi. promote a culture of equality and fairness by eliminating favouritism and bias in the workplace;
  - vii. ensure all Workplace Participants are provided with the same tools and information to complete their job to the best of their ability;
  - viii. ensure assistance is provided to all Workers equally when requested; and
  - ix. actively respond to a Workplace Participants concern in relation to a breach of this policy.
- 7.2 Reasonable adjustments to work practices will be made, where appropriate, to Workplace Participants with disabilities in accordance with state WHS legislation.

## **8 Workplace Participant Responsibilities**

- 8.1 All Workplace Participants 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. treat all fellow Workplace Participants equally with respect and dignity; and
  - v. seek appropriate advice and assistance when dealing with complaints.

## **9 Correcting Inequities**

- 9.1 Workplace Participants who believe they have not been treated fairly in accordance with this policy should escalate their concern via the procedure outlined in the Grievance Policy.

- 9.2 Workplace Participants are encouraged to utilise the Employer's Employee Assistance Program (**EAP**). The EAP service is a confidential telephone service aimed at assisting employees who have grievances in the workplace. The phone number for the EAP service is #1300 687 327.

## **10 Breach of this policy**

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

## **11 Variation**

- 11.1 This policy does not form part of any employee's contract of employment. The Employer may vary, replace or terminate this policy from time to time.

# Grievance Policy

## 1 Introduction

- 1.1 The Royal Society for the Prevention of Cruelty to Animals, New South Wales (RSPCA NSW) ("**Company**") is committed to promoting a healthy and productive work environment. The Employer recognises that disputes and grievances may arise in the workplace and acknowledges the rights of employees to raise these concerns. The Employer's grievance procedure is an important tool to help the Employer achieve this goal.
- 1.2 Workplace Participants 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, volunteers, independent contractors, agency workers and officers of the Company ("**Workplace Participants**").
- 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 **Grievance** is any type of problem, concern or complaint related to a Workplace Participants work, work practices or the work environment. A personal grievance may be about any act, behaviour, omission, situation or decision impacting on an employee that the employee thinks is unfair, unjustified or is inconsistent with a Company policy or procedure. 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, harassment or bullying;
  - iv. Concerns regarding allocation of work, job design, or performance management; and
  - v. Concerns regarding the interpretation and application of conditions of employment.
- 3.2 **Manager** is any person occupying a supervisory role or a position, which is directly or indirectly responsible for supervision and management of staff.
- 3.3 **Respondent** is the person/s against whom a concern, complaint or dispute is raised.
- 3.4 **Staff Member** is any person employed, contracted or volunteering at RSPCA NSW ("**the Employer**").

## 4 Procedure

- 4.1 If a Workplace Participant has a workplace complaint or grievance, the Workplace Participant should apply the following procedure:

<b>Step 1</b>	First, the Workplace Participants should attempt to resolve the matter directly with the individual/s involved.
<b>Step 2</b>	If the Workplace Participants is unable to resolve the grievance directly with the individual/s involved, or it is inappropriate to do so, the Workplace Participants should refer the grievance to his or her direct manager. To do this the Workplace Participants must advise his or her direct manager of the nature and details of the grievance and the preferred outcome.
<b>Step 3</b>	If the Workplace Participants is unable to resolve the grievance with his or her direct manager, or it is inappropriate to do so, the Workplace Participants should refer the grievance to Human Resources. To do this the Workplace Participants must advise Human Resources of the nature and details of the grievance and the preferred outcome (in writing, if requested). The Employer 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 Workplace Participants who is found to have breached this policy may be subject to disciplinary action, up to and including termination of employment.
- 5.2 All Workplace Participants are encouraged to talk to their direct manager or Human Resources if they have any questions or are unsure about any aspect of this policy.

## 6 Variation

- 6.1 This policy does not form part of any employee's contract of employment. The Employer may vary, replace or terminate this policy from time to time.

# Internet and Email Policy

## 1 Introduction

- 1.1 The Royal Society for the Prevention of Cruelty to Animals, New South Wales (RSPCA NSW) ("**Company**") recognises that its computer, email and internet resources are critical tools of the Employer's workplace, however there are a number of serious risks or consequences that may affect the Employer, its employees or customers if these resources are misused.
- 1.2 This policy sets out the appropriate standard of behaviour for users of the Employer's computer, email and internet resources and should be read in line with the Employer's Workplace Surveillance and Social Media Policies.

## 2 Scope

- 2.1 This policy applies to all users who access or use the Employer's computer, email and internet resources, including but not limited to employees, volunteers, independent contractors, agency workers and officers and those performing work experience ("**Users**").

## 3 Use of Computer Email and Internet Resources

- 3.1 Users are entitled to access and use the Employer's computer, email and internet resources for business purposes.
- 3.2 Limited private use of the Employer'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; and
  - iii. private use must comply with all Company policies and must not be inconsistent with the User's contract of employment or contractor agreement.

## 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 or engagement.
- 4.2 All computers and the data stored on them are and remain at all times, the property of the Employer. As such, all email messages composed, sent, and/or received are the property of the Employer.

## 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 or intellectual property piracy);
  - ii. use for activities that create an actual or potential conflict with the user's obligations to the Employer (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 (e.g. downloading large media files); and
  - v. accessing, viewing, posting, downloading, storing, transmitting, sharing, printing, distributing or soliciting of any information or material that the Employer 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 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; and
  - 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 Employer 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 Employer 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 Employer has the ability to monitor the use and operation of the Employer computer resources by means of software designed to filter the use of internet and email content and to monitor compliance with the Employer's policies. The Employer may conduct forensic computer examinations randomly and in the event of a suspected breach of policy.

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

## **8 Restricting or Blocking Access**

- 8.1 The Employer may, at any time and without notifying Users, restrict or block access to various internet sites and applications.
- 8.2 Any use of programs by Users to in any way subvert the Employer's filters in order to access blocked internet sites and/or applications will amount to a breach of this Policy.

## **9 Protocols**

- 9.1 Users must ensure that the form and content of work-related emails are drafted in a professional and appropriate manner.
- 9.2 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.
- 9.3 Emails should be written in sentence case rather than capitals. Capital letters appear threatening and unfriendly and tend to create an adverse impression.

## **10 Formal Business Records**

- 10.1 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. electronic or hard copy file).

## **11 Breach of this Policy**

- 11.1 Any User who is found to have breached this policy may be subject to disciplinary action, up to and including termination of employment or engagement.

## **12 Variation**

- 12.1 This policy does not form part of any employee's contract of employment. The Employer may vary, replace or terminate this policy from time to time.

# Performance Counselling and Disciplinary Policy

## 1 Introduction

- 1.1 A critical factor for the success of The Royal Society for the Prevention of Cruelty to Animals, New South Wales (RSPCA NSW) ("**Company**") is the work performance, conduct and achievements of its employees.
- 1.2 The purpose of this policy is to provide guidelines for managing Workplace Participant conduct or performance where that conduct or performance fails to meet the Employer's standards or expectations.

## 2 Scope

- 2.1 This policy applies to all employees, volunteers, independent contractors, agency workers and officers of the Company ('**Workplace Participants**')

## 3 Policy

- 3.1 All Workplace Participants are required to perform their work safely, productively and efficiently in accordance with the Employer policies, procedures and guidelines.
- 3.2 Where a Workplace Participants work performance or conduct is unacceptable, the Employer may apply counselling and disciplinary action in accordance with this policy.
- 3.3 This Policy is discretionary and the Employer 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 Employer from terminating an employee summarily for serious misconduct.

## 4 Counselling

- 4.1 Counselling is ordinarily the first step in addressing performance or conduct issues. It will normally take the form of an initial discussion between the employee and his or her direct manager.
- 4.2 During this discussion, the direct manager may identify the specific areas requiring improvement and ascertain whether the employee requires any guidance or additional assistance in order to meet the Employer's expectations.
- 4.3 If deemed appropriate, these discussions may also involve the direct manager developing an action plan with the Workplace Participants and gaining his or her commitment to that plan.
- 4.4 Counselling may be followed by disciplinary action where the direct manager deems it to be appropriate. The outcome of the counselling session, including any guidelines for improvement, may be confirmed in writing.

## 5 Disciplinary Action

- 5.1 Disciplinary action may be taken by the Employer where day to day support, coaching 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 direct manager will confirm the standard of performance or conduct required by the Employer and explain to the employee the manner in which the Workplace Participants conduct or performance is not meeting the required standard.
- 5.3 The Workplace Participants will be given an opportunity to respond to the Employer's concerns and an opportunity to rectify his or her performance or conduct within a reasonable period of time.
- 5.4 The disciplinary action taken will vary from case to case, depending upon all of the circumstances. In some circumstances, it may be appropriate to give a Workplace Participant an initial, written and further written warning prior to proceeding to termination of employment. However as indicated above, the Employer reserves its right to bypass or not apply prior written warnings in circumstances where the nature of a Workplace Participants performance or conduct justifies this approach.
- 5.5 Where disciplinary action is deemed appropriate by the Employer the following steps may be used as a guide.
- 5.5.1 **Verbal Warning:** A verbal warning may be issued at any time when a Workplace Participants 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 a Workplace Participants performance is unsatisfactory or the employee has engaged in unsatisfactory conduct and:
- i. The Workplace Participants 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 Employer;
  - ii. The Workplace Participants 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 Workplace Participants 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 a Workplace Participants performance is unsatisfactory or the Workplace Participants has engaged in unsatisfactory conduct and:
- i. The Workplace Participants 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 Employer;
  - ii. The Workplace Participants 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 Workplace Participants performance or conduct justifies the issue of a final written warning.

- 5.5.4 **First and Final Warning:** A first and final written warning may be issued at any time where a Workplace Participants has engaged in misconduct which warrants disciplinary action but does not justify the termination of a Workplace Participants employment.
- 5.5.5 **Termination of Employment:** A Workplace Participants employment or service may be terminated at any time when his or her performance is unsatisfactory or the Workplace Participants has engaged in unsatisfactory conduct and:
- i. The Workplace Participants 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 Employer;
  - ii. The Workplace Participants has previously received a final written warning or a first and final written warning for an issue that is not directly related but is of a similar nature; or
  - iii. The nature of the Workplace Participants performance or conduct justifies the termination of his or her employment;
- 5.5.6 Any decision to terminate a Workplace Participants employment or service must be approved by the employee's General Manager.
- 5.5.7 **Alternative Disciplinary Action:** Nothing in this policy prevents the Employer 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.

## 6 Nature of Warnings:

- 6.1 When a warning is issued, the person issuing the warning may outline:
- i. the nature of the Workplace Participants unsatisfactory conduct or performance;
  - ii. the improvement in the standard of performance or conduct required and if applicable the date the improvement must be achieved by; and
  - iii. the consequences of not achieving the Employer's expectations.
- 6.2 If a Workplace Participants is issued with a verbal warning, a file note of the verbal warning, including a record of the issues discussed, attendees, and outcomes, should be completed by the Employer and placed on the employee's personnel file.
- 6.3 If a Workplace Participants 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.

## 7 Support Person

- 7.1 A Workplace Participants may request that an appropriate support person be present during counselling or disciplinary meetings. The Employer will not unreasonably refuse such a request.
- 7.2 The role of a support person during these meetings is to provide assistance and support to a Workplace Participants, such as taking notes, suggesting breaks or assisting a Workplace Participants with an explanation. It does not include acting as an advocate for the Workplace Participants by speaking on their behalf.

## 8 Investigation

- 8.1 In certain circumstances, it may be appropriate for the Employer to conduct an investigation into allegations of unacceptable work performance or conduct.
- 8.2 During the investigation process, it is possible that in some circumstances a Workplace Participants may be suspended with pay. In the event that a Workplace Participants is suspended he or she is required to be available to assist the Employer with its investigations and to comply with the Employer's reasonable directions.

## 9 Serious Misconduct

- 9.1 Serious misconduct includes:
  - 9.1.1 wilful, or deliberate behaviour by a Workplace Participants that is inconsistent with the continuation of the contract of employment;
  - 9.1.2 conduct that causes serious and imminent risk to:
    - i. the health or safety of a person; or
    - ii. the reputation, viability or profitability of the Employer's business.
- 9.2 Serious misconduct may result in summary dismissal. Summary dismissal means dismissal without notice.
- 9.3 Examples of serious misconduct include, but are not limited to any of the following:
  - i. fraud;
  - ii. theft;
  - iii. assault;
  - iv. the Workplace Participants refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment; and/or
  - v. the Workplace Participants being intoxicated at work.

## 10 Breach of this Policy

- 10.1 Any Workplace Participants who is found to have breached this policy may be subject to disciplinary action, up to and including termination of employment.
- 10.2 All Workplace Participants are encouraged to talk to Human Resources if they have any questions or are unsure about any aspect of this policy.

## 11 Variation

- 11.1 This policy does not form part of any employee's contract of employment. The Employer may vary, replace or terminate this policy from time to time.

# Privacy Policy

## 1 Introduction

- 1.1 From time to time The Royal Society for the Prevention of Cruelty to Animals, New South Wales (RSPCA NSW) ("**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 The information collected by the Company will, from time to time, be accessible to certain individuals employed or engaged by the Company who may be required to use the information in the course of their duties.
- 1.3 This document sets out the Company's policy in relation to the protection of personal information, as defined, under the *Privacy Act 1988* (Cth) the ("**Act**"), which includes the *Privacy Amendment (Notifiable Data Breaches) Act 2017* (Cth) and the Australian Privacy Principles ("**APP**"). The APPs regulate the handling of personal information.
- 1.4 The obligations imposed on the Company under this policy are also imposed on any individual employed or engaged by the Company ("**employees**").
- 1.5 This policy outlines the Company's requirements and expectations in relation to the handling of personal information.

## 2 Scope

- 2.1 This policy applies to all employees, volunteers, independent contractors, agency workers, officers, consultants and other workers engaged by the Company and who have access to personal information in the course of performing their duties.

## 3 What is Personal Information

- 3.1 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 material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

## 4 What is Not Personal Information

- 4.1 This policy does not apply to the collection, holding, use or disclosure of personal information that is an employee record as they are exempt from the APPs.
- 4.2 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.
- 4.3 Employees (such as those engaged in a supervisory, operations or human resource capacity) will have access to employee records. Employees who have access to employee records must ensure that the information is handled confidentially and for a proper purpose only. Employee records are only permitted to be collected, used and disclosed where the act of doing so is directly related to a current or former employment relationship.

- 4.4 Employees who have access to employee records and who may have a question about the use or disclosure of employee records, should contact Privacy Officer.

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

- 5.1 The Company collects personal information that is reasonably necessary for one or more of its functions or activities or if the Company has received consent to collect the information. If the Company collects sensitive information (as defined below), the Company must also have obtained consent in addition to the collection being reasonably necessary.
- 5.2 The type of information that the Company collects and holds may depend on an individual's relationship with the Company, for example:
- i. **Candidate:** if a person is a candidate seeking employment with the Company, the Company may collect and hold information about that candidate including the candidate's 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 a person is a customer of the Company, the Company may collect and hold information including the customer's name, address, email address, contact telephone number, gender and age and other sensitive information.
  - iii. **Supplier:** if a person or business is a supplier of the Company, the Company may collect and hold information about the supplier including the supplier's name, address, email address, contact telephone number, business records, billing information and information about goods and services supplied by the supplier.
  - iv. **Referee:** if a person is a referee of a candidate being considered for employment by the Company, the Company may collect and hold information including the referee's name, contact details, current employment information and professional opinion of candidate.
  - v. **Sensitive information:** the Company will only collect sensitive information where an individual consents 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.
- 5.3 How the Company collects and holds personal information
- 5.4 The Company (and the employees acting on the Company's behalf) must collect personal information only by lawful and fair means.
- 5.5 The Company may collect personal information in a number of ways, including without limitation:
- i. through application forms (e.g. job applications, VIP and loyalty program applications);
  - ii. by email or other written mechanisms;
  - iii. over a telephone call;
  - iv. in person;

- v. through transactions;
  - vi. through the Company website;
  - vii. through lawful surveillance means such as a surveillance camera;
  - viii. by technology that is used to support communications between individuals and the Company;
  - ix. through publically available information sources (which may include telephone directories, the internet and social media sites); and
  - x. direct marketing database providers.
- 5.6 When the Company collects personal information about an individual through publicly available information sources, it will manage such information in accordance with the APPs.
- 5.7 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 the individual or otherwise ensure that the individual is 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 the individual or if the individual is 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 collected by the Company;
  - vii. the Company's privacy policy contains information about how an individual may access and seek correction of personal information held by the Company and how an individual 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.
- 5.8 **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 unless the Company determines that it is acceptable for the Company to have collected the personal information.

## 6 Use and Disclosure of Personal Information

- 6.1 The main purposes for which the Company may 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.
- 6.2 The Company may also collect, hold, use and/or disclose personal information if an individual consents or if required or authorised under law.

## **7 Direct marketing:**

- 7.1 The Company may use or disclose personal information (other than sensitive information) about an individual for the purpose of direct marketing (for example, advising a customer about new goods and/or services being offered by the Company);
- i. the Company may use or disclose sensitive information about an individual for the purpose of direct marketing if the individual has consented to the use or disclosure of the information for that purpose; and
  - ii. an individual 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.

## **8 Disclosure of Personal Information**

- 8.1 The Company may disclose personal information for any of the purposes for which it was collected, as indicated under clause 5.3 of this policy, or where it is under a legal duty to do so.
- 8.2 Disclosure will usually be internally and to related entities or to third parties such as contracted service suppliers.
- 8.3 If an employee discloses personal information to a third party in accordance with this policy, the employee must take steps as are reasonable in the circumstances to ensure that the third party does not breach the APPs in relation to the information.

## **9 Access to personal information**

- 9.1 If the Company holds personal information about an individual, the individual 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 where the Company incurs any unreasonable costs in providing the personal information.
- 9.2 There are certain circumstances in which the Company may refuse to grant an individual access to personal information. In such situations the Company will provide the individual with written notice that sets out:
- i. the reasons for the refusal; and
  - ii. the mechanisms available to you to make a complaint.
- 9.3 If you receive such a request, please contact Privacy Officer.

## 10 Correction of personal information

- 10.1 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.
- 10.2 If the Company holds personal information and an individual makes 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.
- 10.3 There are certain circumstances in which the Company may refuse to correct the personal information. In such situations the Company will give the individual written notice that sets out:
- i. the reasons for the refusal; and
  - ii. the mechanisms available to the individual to make a complaint.
- 10.4 If the Company corrects personal information that it has previously supplied to a third party and an individual requests the Company 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.
- 10.5 If you receive such a request, please contact Privacy Officer.

## 11 Integrity and security of personal information

- 11.1 The Company will take such steps (if any) as are reasonable in the circumstances to ensure that the personal information that it collects is accurate, up-to-date and complete.
- 11.2 Employees must take steps as are reasonable in the circumstances to protect the personal information from misuse, interference, loss and from unauthorised access, modification or disclosure.
- 11.3 If the Company holds personal information and it no longer needs the information for any purpose for which the information may be used or disclosed and 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.
- 11.4 If you are unsure whether to retain personal information, please contact Privacy Officer to discuss.

## 12 Data Breaches and Notifiable Data Breaches

- 12.1 A **"Data Breach"** occurs where personal information held by the Company is accessed by, or is disclosed to, an unauthorised person, or is lost. An example of a Data Breach may include:
- i. Lost or stolen laptops or tablets;
  - ii. Lost or stolen mobile phone devices;
  - iii. Lost or stolen USB data storage devices;
  - iv. Lost or stolen paper records or documents containing personal information relating to the Employer's customers or employees;
  - v. Employees mistakenly providing personal information to the wrong recipient (i.e. payroll details to wrong address);

- vi. Unauthorised access to personal information by an employee;
- vii. Employees providing confidential information to the Employer's competitors;
- viii. Credit card information lost from insecure files or stolen from garbage bins;
- ix. Where a database has been 'hacked' to illegally obtain personal information; and
- x. Any incident or suspected incident where there is a risk that personal information may be misused or obtained without authority.

12.2 If you are aware of or reasonably suspect a Data Breach, you must report the actual or suspected Data Breach to Privacy Officer as soon as reasonably practicable and not later than 24 hours after becoming aware of the actual or suspected Data Breach.

12.3 A "Notifiable Data Breach" occurs where there is an actual Data Breach, and:

- i. a reasonable person would conclude that the unauthorised access or disclosure would likely result in serious harm to the relevant individual (including harm to their physical or mental well-being, financial loss, or damage to their reputation); or
- ii. in the case of loss (i.e. leaving an unsecure laptop containing personal information on a bus), unauthorised access or disclosure of personal information is likely to occur as a result of the Data Breach, and a reasonable person would conclude that the unauthorised access or disclosure would likely result in serious harm to the relevant individual (including harm to their physical or mental well-being, financial loss, or damage to their reputation).

12.4 A Notifiable Data Breach does not include a Data Breach where the Company has been successful in preventing the likely risk of serious harm by taking remedial action.

#### Assessment

12.5 If the Company is aware of any actual or suspected Data Breach, it will conduct a reasonable and expeditious assessment to determine if there are reasonable grounds to believe that the Data Breach is a Notifiable Data Breach or not.

#### Notification

12.6 Subject to any restriction under the Act, in the event that the Company is aware of a Notifiable Data Breach, the Company will, as soon as practicable, prepare a statement outlining details of the breach and notify:

- i. the individual whose personal information was part of the Data Breach ; and
- ii. the Office of the Australian Information Commissioner.

## **13 Anonymity and Pseudonymity**

13.1 Individuals have the option of not identifying them self, 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.

- 13.2 However, in some cases if an individual does not provide the Company with the personal information when requested, the Company may not be able to respond to the request or provide you with the goods or services that you are requesting.

## **14 Complaints**

- 14.1 Individuals have a right to complain about the Company's handling of personal information if the individual believes the Company has breached the APPs.
- 14.2 If an employee becomes aware of an individual wanting to make such a complaint to the Company, the employee should direct the individual to first contact Privacy Officer in writing. Complaints will be dealt with in accordance with the Company's complaints procedure and the Company will provide a response within a reasonable period.
- 14.3 Individuals who are dissatisfied with the Company's response to a complaint, may refer the complaint to the Office of the Australian Information Commissioner.

## **15 Breach of this policy**

- 15.1 An employee directed by the Company to do an act under this policy and which relates to personal information, must ensure that in doing the act they comply with the obligations imposed on the Company. An employee directed by the Company who fails to do an act in accordance with this policy will be deemed to have breached this policy and will be subject to formal counselling and disciplinary action, up to and including possible termination of the employee's employment.

## **16 Variation**

- 16.1 This policy does not form part of any employee's contract of employment. The Employer may vary, replace or terminate this policy from time to time.

# Related Party Transactions Policy

## 1. Introduction

1.1 Any transactions between The Royal Society for the Prevention of Cruelty to Animals, New South Wales (RSPCA NSW) ("**Company**") and its directors, officers or key management personnel have the potential to give rise to conflicts of interest. Such transactions may also give rise to reporting obligations under the Related Party Disclosures Standard of the Australian Accounting Standards Board (AASB 124). Accordingly, the Board has adopted this policy to ensure that related party transactions are properly managed and disclosed. This policy should be read in conjunction with the RSPCA NSW Board and Staff Codes of Conduct, particularly in relation to conflicts of interest.

## 2. Scope

2.1 This policy is applicable to all employees, volunteers, independent contractors, agency workers and officers of the Company ("**Workplace Participants**").

## 3. What is a Related Party Transaction

3.1 A "related party transaction" for the purposes of this policy is:

- a. a transfer of resources (including the ownership of, or right to use, an asset), services or obligations by RSPCA NSW or any of its subsidiaries to a related party, regardless of whether a price is charged, other than:
  - i. the sale of goods from an RSPCA NSW retail outlet, or the provision of veterinary services, in the ordinary course of business, at list price or at list price less any applicable discount available to all staff); or
  - ii. the provision of any other benefit to a staff member of volunteer pursuant to a policy making that benefit available to staff or volunteers generally;
- b. a transfer or resources, services or obligations by a related party to RSPCA NSW for value (other than the provision of services pursuant to a contract of employment, or other contract for the provision of services, between that party and RSPCA NSW).

3.2 A "related party" for the purposes of this policy is any person who is in a position to exercise significant influence over a decision by RSPCA NSW or any of its subsidiaries to enter into a transaction with that person or a close member of that person's family, or the terms of any such transaction, and specifically includes:

- c. A director or officer of RSPCA NSW or any of its subsidiaries;
- d. A member of the "key management personnel" of RSPCA NSW, being any person having authority and responsibility for planning, directing or controlling the activities of RSPCA NSW, directly or indirectly, including the CEO and General Managers; and
- e. A close member of the family of a director or member of the "key management personnel" of RSPCA NSW; that is, any family member who may be expected to

influence, or be influenced by, that person in their dealings with RSPCA NSW, including:

- i. that person's children, spouse or domestic partner;
- ii. children of that person's spouse or domestic partner;
- iii. dependants of that person or that person's spouse or domestic partner.

- 3.3 Any related party transaction must be approved by the Board before being entered into by RSPCA NSW or any of its subsidiaries.
- 3.4 Any proposed related party transaction, before being entered into by RSPCA NSW, should be:
- 3.5 In the first instance, put before the CEO or, if the proposed transaction involves the CEO or a close member of the CEO's family, put instead before the President;
- 3.6 If the CEO (or President as appropriate), considers that the proposed transaction should go forward for further consideration, put before the Governance Committee of the Board, for it to consider and, if it sees fit, endorse for consideration by the Board; and
- 3.7 If the Governance Committee of the Board sees fit to endorse the proposed transaction for consideration by the Board, put before the Board for its approval.

#### **4. What is the purpose of the Board**

The Board may:

- 4.1 Decline to approve the proposed related party transaction;
- 4.2 Approve the proposed related party transaction either in the terms proposed or subject to such amendments or conditions as it sees fit;
- 4.3 Require further information in relation to the proposed related party transaction before considering it further; or
- 4.4 Obtain independent advice on the proposed related party transaction and/or refer the matter to the Governance Committee for further consideration and recommendation by it.
- 4.5 The Board shall decide whether or not to approve a related party transaction involving a director in the absence of that director.

#### **5. Breach of Policy**

- 5.1 A Workplace Participants who acts in breach of this policy or any other Company policy which is referenced or related to this policy may face disciplinary action, up to and including termination of employment.
- 5.2 In cases where the Employer has incurred costs due to a Workplace Participants breach of this policy, the Employer may seek to recover such costs from the Workplace Participants.

## **6. Variation**

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

# Social Media Policy

## 1 Introduction

- 1.1 The purpose of this policy is to ensure The Royal Society for the Prevention of Cruelty to Animals, New South Wales (RSPCA NSW) ("**Company**") employees, volunteers, independent contractors, agency workers and officers ("**Workplace Participants**") appropriately use Social Media Applications. It has also been developed to ensure that Workplace Participants adhere to their obligations to not bring the good name and reputation of the Employer into disrepute, protect the Confidential Information and Intellectual property of the Employer and treat others with respect.

## 2 Scope

- 2.1 This policy covers all Workplace Participants and is not limited to the Employer's premises or standard working hours. It extends to cover all occasions involving engagement with, or communication in any form on Social Media Applications which may have a link to the Employer regardless of whether the use of social media occurs on the Employer's premises or another location and/or outside or during ordinary working hours.
- 2.2 This policy also applies (as appropriate) to the relationship and interactions with the Employer's customers, clients, vendors and any other business parties of the Employer.
- 2.3 This policy should be read in conjunction with the Grievance Policy, EEO, Discrimination Harassment and Workplace Bullying Policy and the Internet and Email Policy.

## 3 Definitions

- 3.1 **Confidential Information** includes but is not limited to any trade secrets or confidential information relating to or belonging to the Employer, 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; Workers or officers; financial information and plans; designs; product lines; any document identified as being confidential by the Employer; 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 Worker prior to the disclosure by the Employer, its Workers, representatives or associates.
- 3.2 **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
  - ii. any application or right to apply for any of the rights referred to in paragraph (i) above.

## 4 Policy

- 4.1 The Employer 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 Workers via Social Media Applications that refer or relate to a Worker's employment or engagement, interactions with other Workers or any communications that directly or indirectly relate or refer to the Employer.

## 5 Social Media Applications

- 5.1 Social Media Applications include, but are not limited to:
- i. Social Networking sites e.g. Facebook, MySpace, Instagram, Google Plus, LinkedIn, BeReal;
  - ii. Video and Photo sharing websites e.g. Flickr, YouTube, TikTok;
  - iii. Micro-blogging sites e.g. Twitter;
  - iv. Weblogs, including corporate blogs, personal blogs or blogs hosted by traditional 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+, Facebook Messenger, Whatsapp, Viber or Skype;
  - vii. Online Encyclopaedias such as Wikipedia;
  - viii. Any other web sites that allow individual users or companies to use simple publishing tools.
- 5.2 Social Media Applications are not limited to websites and this policy applies to any other electronic application (such as smart phone based, tablet, or hand held/PDA device based applications) which provide for the sharing of information to user groups or the public at large.
- 5.3 Online communications may include posting or publishing information via Social Media Applications, uploading and/or sharing "tweets", photos, images or videos, direct messaging, status "updates" or any other form of interaction and/or communication facilitated by social media.

## 6 Use of Social Media Applications During Work Time

- 6.1 Workplace Participants of the Employer are not permitted to use Social Media Applications during work time. However, the Employer understands that Workers may use Social Media Applications during lunch breaks and rest periods. Any online communication to or facilitated by Social Media Applications using the Employer's information systems may be subject to the Employer's Workplace Surveillance policy or equivalent, where applicable.
- 6.2 Workplace Participants should ensure that their use of Social Media Applications does not interfere with the overall performance of their role and that their use of social media does not have an adverse impact on the Employer, damage the Employer's brand, its employees, consultants and stakeholders.

- 6.3 Workplace Participants of the Employer are permitted to use Social Media Applications during work time on a “reasonable use” basis, subject to the provisions of this policy. However, under no circumstances should a Workplace Participants use the Employer equipment, including computers, phones or networks to access Social Media Applications.
- 6.4 Workplace Participants should ensure that their use of Social Media Applications does not interfere with the overall performance of their role and that their use of social media does not have an adverse impact on the Employer, damage the Employer’s brand, its employees, consultants and stakeholders.

## 7 Responsibility

### 7.1 Workplace Participants must:

- i. not disclose any Company related information on any Social Media Application unless otherwise authorised by Management or the Employer;
- 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 Workers on any Social Media Applications or similar;
- iv. under no circumstances take photos of Workplace Participants, the Employer’s events or workplaces to be posted on any Social Media Applications unless otherwise authorised by Management or the Employer;
- v. ensure no material is published or disclosed that is obscene, defamatory, threatening, harassing, discriminatory or hateful to another person or entity including the Employer, its officers, directors, Workers, agents or representatives, its clients, partners, suppliers, competitors or contractors;
- vi. ensure they notify their manager, supervisor or the appropriate contact person in the Employer should they be aware of any material which may damage the Employer or its reputation;
- vii. ensure that they do not make any online communication that is in any way disparaging or unfavourable about the Employer and/or is likely to bring the Employer into disrepute or ridicule;
- viii. maintain and protect the Confidential Information of the Employer in their communications and not use the name of the Employer or any other like title identifying the Employer in any domain name, or in the title of any blog or any other personal site that may be established; and
- ix. not use or display any of the Employer’s Intellectual Property in any online communications without the express written consent of senior management of the Employer.

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

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

## **8 Posting on behalf of the Employer**

- 8.1 Workplace Participants must not at any time represent themselves as speaking on behalf of the Employer via social media Applications without the Employer's written consent.
- 8.2 The Employer reserves the right to request that Workplace Participants remove any published content where published on a social media site, if not suitable or if inappropriate.

## **9 Bullying and Harassment**

- 9.1 Workplace Participants are prohibited from publishing material which has the potential to be disparaging or unfavourable or has the potential to reflect negatively on the Employer's shareholders, directors, officers, stakeholders and people employed or engaged by the Employer to perform work on the Employer's behalf.
- 9.2 This includes, but is not limited to obscene, defamatory, discriminatory or vengeful remarks about another person involved or reasonably connected with the Employer (e.g. employees, contractors, customers, third party suppliers etc.). This policy must be read in conjunction with the Employer's EEO, Discrimination, Harassment and Workplace Bullying Policy.

## **10 Breach of Policy**

- 10.1 A Workplace Participants who acts in breach of this policy or any other Company policy which is referenced or related to this policy may face disciplinary action, up to and including termination of employment.
- 10.2 In cases where the Employer has incurred costs due to a Workplace Participants breach of this policy, the Employer may seek to recover such costs from the Workplace Participants.

## **11 Variation**

- 11.1 This policy does not form part of any employee's contract of employment. The Employer may vary, replace or terminate this policy from time to time.

# Whistleblower Policy

## 1 Introduction

- 1.1 The Royal Society for the Prevention of Cruelty to Animals, New South Wales (RSPCA NSW) ("**Company**") is committed to providing a safe and enjoyable work environment where individuals are encouraged to speak up and report conduct that causes them concern.

## 2 Scope and Purpose

- 2.1 This policy applies to all current and former employees, volunteers, independent contractors and agency workers ("**Workplace Participants**") engaged by the Employer, officers of the Employer, individuals who supply services or goods to the Employer, an employee of a person that supplies goods or services to the Employer, an associate of the Employer, a relative of any of the abovementioned individuals, a dependent or spouse of any of the abovementioned individuals as well as any other person who has knowledge of any suspected wrongdoing or unethical behaviour concerning the Employer's business affairs or its Workplace Participants.
- 2.2 The purpose of this policy is to provide guidance and protection to Whistleblowers by establishing mechanisms by which matters can be raised confidentially and investigated without fear of reprisal, repercussion, victimization or other Detriment.

## 3 Definitions

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

***Detriment includes (without limitation) any actual or threatened:***

- i. dismissal of an employee;
- ii. injury of an employee in his or her employment;
- iii. alteration of an employee's position or duties to his or her disadvantage;
- iv. discrimination between an employee and other employees of the same employer;
- v. harassment or intimidation of a person;
- vi. harm or injury to a person, including psychological harm;
- vii. damage to a person's property;
- viii. damage to a person's reputation;
- ix. damage to a person's business or financial position;
- x. any other damage to a person.

**Disclosure** means when a Whistleblower notifies a person or organisation identified in this policy of Reportable Conduct on reasonable grounds.

**Whistleblower** means a person who makes a Disclosure of Reportable Conduct under this policy.

**Workplace Participant** means any person employed, contracted or volunteering with the Employer.

**Reportable Conduct** means information that the Whistleblower has reasonable grounds to suspect or have concerns misconduct, or an improper state of affairs that includes:

- i. A contravention of legislation or other unlawful behaviour (including theft, drug sale/use, violence or threatened violence and criminal damage against property);
- ii. Fraud;
- iii. Theft;
- iv. Corrupt conduct, such as bribery;
- v. Accounting irregularities;
- vi. Tax avoidance behaviours (known as tax whistleblowers);
- vii. Malpractice;
- viii. Undeclared conflict of interest (i.e. no proper disclosure of the conflict);
- ix. Unethical behaviour;
- x. Unsafe work practices;
- xi. Conduct representative of gross mismanagement, serious and substantial waste and/or a repeated breach of administrative procedures;
- xii. Conduct which indicates a significant risk to public safety;
- xiii. Any other conduct which may cause financial or non-financial loss to the Employer or be otherwise detrimental to the Employer's interests or reputation;
- xiv. Any other conduct that risks bringing the Employer into disrepute or that the Whistleblower reasonably believes should be reported to management.

## 4 Who must a Disclosure be made to?

4.1 A Whistleblower may report any Reportable Conduct to any eligible recipient including:

- i. An office or senior manager of the Employer or related Employer;
- ii. Internal or external auditors (including members of an audit team conducting an audit) or actuary of the Employer or related Employer; or
- iii. A person authorised by the Employer to receive Disclosures that may qualify for protection.

4.2 Other than any of the eligible participants listed above, a Whistleblower may also make a Disclosure to:

- i. A legal practitioner if the Disclosure is made for the purposes of obtaining legal advice or legal representation about the operations of the whistleblower provisions under the Corporations Act 2001;
  - ii. Australian Securities and Investments Commission (ASIC);
  - iii. Australian Prudential Regulation Authority (APRA); or
  - iv. A journalist or parliamentarian for the purposes of making a public interest or emergency Disclosure.
- 4.3 A Whistleblower may only make a public interest or emergency Disclosure after the Disclosure has previously been made to ASIC or APRA. In the case of a public interest Disclosure, at least 90 days must have passed since the previous Disclosure. A Whistleblower should familiarise itself with the Whistleblower provisions in the Corporations Act 2011 and contact a legal practitioner to seek independent legal advice before making a public interest or emergency Disclosure.
- 4.4 A Whistleblower who discloses tax avoidance behaviours can also make a disclosure to the Australian Taxation Office (ATO) if the information is considered useful in assisting the ATO perform its duties under a taxation law.

## 5 Reporting Procedure

- 5.1 A Whistleblower may report any Reportable Conduct to BDO Secure, an external whistleblowing service by email [securebdo@bdo.com.au](mailto:securebdo@bdo.com.au) or by phone #1300 408 955. A Whistleblower who becomes aware of Reportable Conduct must report it to the Employer as soon as practicable.
- 5.2 A Whistleblower may make a Disclosure anonymously, although an anonymous report may impair the Employer's ability to investigate the matter. An anonymous Disclosure will still qualify for protection under the Corporations Act 2001. However, it is important that the Whistleblower maintain ongoing two-way communication with the Employer, while remaining anonymous, to allow the Employer to ask any necessary follow-up questions.
- 5.3 Where a Whistleblower wishes to remain anonymous, the Employer will ensure the protection of the anonymity by:
- i. ensuring all communication is via anonymous telephone hotlines or anonymised email addresses; and/or
  - ii. encouraging a Whistleblower to adopt a pseudonym.
- 5.4 On receipt of a complaint, the Employer will contact the Whistleblower (if their identity is disclosed) to notify the Whistleblower that the Disclosure has been received and to confirm details of the concern.
- 5.5 The Employer will then promptly review the Disclosure and commence an investigation where the Disclosure contains allegations of Reportable Conduct.
- 5.6 Depending on the nature and severity of the allegations, The Employer may commence an investigation into the reported conduct themselves or, where considered appropriate, appoint a suitable third party to investigate the matter.
- 5.7 A person named in the Disclosure will be given the opportunity to respond to the allegations.
- 5.8 All individuals must co-operate fully with any investigation conducted under this policy.
- 5.9 The Employer will keep the Whistleblower informed regarding the progress of the investigation as far as is reasonably possible.

- 5.10 In certain cases, for example suspected fraud, it may be necessary to keep details of the complaint confidential until evidence has been gathered or the investigation is finalized.
- 5.11 When an investigation is finalised, the Whistleblower will be advised (if their identity is disclosed). It may be appropriate to inform the Whistleblower of the findings or outcome, subject to any issue of confidentiality, privacy, privilege or ongoing investigation.
- 5.12 For confidentiality reasons, it may not be appropriate to include details of the precise nature of any formal action that the Employer has taken in response to the complaint.
- 5.13 All findings of the investigation will be documented electronically.

## 6 Alternative Reporting Process

- 6.1 Where a Whistleblower is uncomfortable making a Disclosure of Reportable Conduct in accordance with the above procedure, or it would be inappropriate to do so, the Whistleblower may instead report or escalate the Reportable Conduct to the Human Resources Manager on [hr@rspcansw.org.au](mailto:hr@rspcansw.org.au) or (02) 9770 7555 (RSPCA main phone line).

## 7 Disclosures Qualifying for Protection

- 7.1 A Whistleblower qualifies for protection if they are an eligible Whistleblower in relation to the Employer and:
  - i. they have made a Disclosure of information relating to a Reportable Matter directly to an eligible recipient or to ASIC, APRA or another Commonwealth body prescribed by regulation;
  - ii. they have made a Disclosure to a legal practitioner for the purposes of obtaining legal advice or legal representation about the operation of the Whistleblower provisions in the Corporations Act 2001; or
  - iii. they have made an emergency Disclosure or public interest disclosure.
- 7.2 Whistleblowers whose Disclosure turns out to be incorrect may still qualify for protection.
- 7.3 Disclosures that are not about Reportable Conduct do not qualify for protection under the Act.

## 8 Legal Protections for Disclosures

- 8.1 Identity protection (Confidentiality)
  - i. a person cannot disclose the identity of a discloser or information that is likely to lead to the identification of the discloser unless the Disclosure is:
    - to ASIC, APRA or a member of the Australian Federal Police;
    - to a legal practitioner for the purposes of obtaining legal advice or legal representation about the Whistleblower provisions in the Corporations Act 2001;
    - to a person or body prescribed by regulations; or
    - with the consent of the discloser.

- ii. A person can disclose the information contained in a Disclosure with or without the discloser's consent if:
  - the information does not include the discloser's identity;
  - the entity has taken all reasonable steps to reduce the risk that the discloser will be identified from the information; and
  - it is reasonably necessary for investigating the issues raised in the Disclosure.
- iii. It is illegal for a person to identify a discloser or disclose information that is likely to lead to the identification of the discloser outside the exceptions of 8.1(i) and 8.1(ii).
- iv. In order to protect the confidentiality of a discloser, the Employer will ensure that:
  - all personal information or reference to the discloser witnessing an event will be redacted;
  - the discloser will be referred to in a gender-neutral context;
  - where possible, the discloser will be contacted to help identify certain aspects of their disclosure that could inadvertently identify them;
  - disclosures will be handled and investigated by qualified staff;
  - all paper and electronic documents and other materials relating to disclosures will be stored securely;
  - access to all information relating to a Disclosure will be limited to those directly involved in managing and investigating the disclosure;
  - only a restricted number of people who are directly involved in handling and investigating a Disclosure will be made aware of a discloser's identity (subject to the discloser's consent) or information that is likely to lead to the identification of the discloser;
  - communications and documents relating to the investigation of a disclosure will not be sent to an email address or to a printer that can be accessed by other staff; and
  - each person who is involved in handling and investigating a Disclosure will be reminded about the confidentiality requirements, including that an unauthorised Disclosure of a discloser's identity may be a criminal offence.

## 8.2 Protection from detrimental acts or omissions

- i. A person cannot engage in conduct that causes detriment to a discloser (or another person) in relation to a Disclosure if:
  - the person believes or suspects that the discloser (or another person) made, may have made, proposes to make or could make a disclosure that qualifies for protection; and
  - the belief or suspicion is the reason, or part of the reason, for the conduct.
- ii. A person cannot make a threat to cause detriment to a discloser (or another person) in relation to a Disclosure. A threat may be express or implied, or conditional or unconditional.
- iii. Examples of actions which are not taken to be detrimental conduct include:
  - administrative action that is reasonable for the purpose of protecting a discloser from detriment (e.g. moving a discloser who has made a Disclosure about their immediate work area to another office to prevent

them from detriment); and

- managing a discloser's unsatisfactory work performance, if the action is in line with the entity's performance management framework.
- iv. In order to protect a discloser from detrimental acts or omissions, the Employer will ensure that:
- processes for assessing the risk of detriment against a discloser and other persons (e.g. other staff who might be suspected to have made a Disclosure), will commence as soon as possible after receiving a Disclosure;
  - support services (including counselling or other professional or legal services) are made available to disclosers;
  - strategies to help a discloser minimise and manage stress, time or performance impacts, or other challenges resulting from the Disclosure or its investigation are made available;
  - it has a procedure in place which outlines how a discloser can lodge a complaint if they have suffered detriment and the actions the Employer will take in response to such a complaint; and
  - any necessary adjustments or modifications are made to the discloser's role or workplace.

### 8.3 Compensation and other remedies

- i. A discloser can seek compensation and other remedies through the courts if:
- they suffer loss, damage or injury because of a Disclosure; and
  - the entity failed to take reasonable precautions and exercise due diligence to prevent the detrimental conduct.

### 8.4 Civil, Criminal and administrative liability protection

- i. A discloser is protected from any of the following in relation to their Disclosure:
- civil liability (e.g. any legal action against the discloser for breach of an employment contract, duty of confidentiality or another contractual obligation);
  - criminal liability (e.g. attempted prosecution of the discloser for unlawfully releasing information, or other use of the Disclosure against the discloser in a prosecution (other than for making a false Disclosure)); and
  - administrative liability (e.g. disciplinary action for making the Disclosure).

## 9 Our Obligations

### 9.1 The Employer will:

- i. be supportive and protective of any Whistleblower who, acting in good faith, reports a breach or wrongdoing to the Employer under this policy;
- ii. treat the identity, if disclosed, of the Whistleblower as confidential unless the Whistleblower indicates (or the law requires) otherwise;
- iii. keep investigations confidential so far as is practicable;
- iv. treat all Disclosures seriously;



- v. investigate Disclosures promptly, thoroughly and consistently with applicable law;
- vi. not tolerate any act of reprisal, repercussion, victimisation or other Detriment against anyone who makes a Disclosure, or who participates in an investigation relating to possible wrongdoing.

9.2 Any vexatious or frivolous complaint will be treated seriously. Such misconduct is viewed as serious misconduct and may result in disciplinary action up to termination without notice.

## 10 Non-Reportable Conduct

10.1 If an individual has a concern about conduct involving an employee, volunteer, independent contractor, or agency worker or officer engaged by the Employer that is not Reportable Conduct, it should still be reported. If the concern does not amount to Reportable Conduct, the Employer will review the complaint and decide on any next steps.

10.2 This policy does not apply to any personal work-related grievance, or about employment arrangements (such as pay or rosters). If an individual has a grievance about this type of matter the individual should follow the Employer's Grievance Policy.

10.3 Personal work-related grievances are those that relate to the discloser's current or former employment and have, or tend to have, implications for the discloser personally but do not:

- i. have any other significant implications for the Employer; or
- ii. relate to any conduct, or alleged conduct that is Reportable Conduct or does not concern Detriment or threatened Detriment to the discloser.

10.4 Personal work-related grievances include:

- i. an interpersonal conflict between the discloser and another employee;
- ii. a decision that does not involve a breach of workplace laws;
- iii. a decision about the engagement, transfer or promotion of the discloser;
- iv. a decision about the terms and conditions of engagement of the discloser; or
- v. a decision to suspend or terminate the engagement of the discloser, or otherwise to discipline the discloser.

10.5 The protections under the Corporations Act 2001, and as outlined in clause 8 of this Policy, do not apply if the information disclosed concerns a personal-work related grievance of the discloser and does not concern Detriment or threatened Detriment to a Whistleblower.

10.6 A personal work-related grievance will qualify for protection if:

- i. it includes information about misconduct, or information about misconduct includes or is accompanied by a personal work-related grievance;
- ii. the Employer has breached employment or other laws punishable by imprisonment for a period of 12 months or more, engaged in conduct that represents a danger to the public, or the disclosure relates to information that suggests misconduct beyond the discloser's personal circumstances;
- iii. the discloser suffers from or is threatened with detriment for making a disclosure; or
- iv. the discloser seeks legal advice or legal representation about the operation of the whistleblower protections under the Corporations Act 2001.

## **11 Access to policy**

11.1 This policy will be made available to the entity's officers and Workplace Participants by:

- i. posting the policy on the staff intranet
- ii. setting out the policy in the Respect Handbook

## **12 EAP Support**

12.1 The Employer provides a confidential Employee Assistance Program ("EAP") to all Employer employees. Workplace Participants are encouraged to use the EAP for professional counselling for any matter, whether work related or not. The phone number is #1300 687 327.

## **13 Breach of Policy**

13.1 Any Workplace Participants who is found to have breached this policy will be subject to disciplinary action, up to and including termination of employment.

## **14 Variation**

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

# Workplace Surveillance Policy

## 1 Introduction

- 1.1 The Royal Society for the Prevention of Cruelty to Animals, New South Wales (RSPCA NSW) ("**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 Employer and its Workplace Participants to comply with legislative requirements in relation to the surveillance activities carried out by the Employer.
- 1.3 This policy provides Workplace Participants with written notice of workplace surveillance. By reading and acknowledging receipt of this policy you provide the Employer with permission to monitor the workplace as appropriate and in accordance with relevant legislative requirements.

## 2 Scope

- 2.1 Where applicable, this policy applies to lawful computer, video and tracking surveillance activities carried out by the Employer in the workplace. **Workplace Participants** covers employees, volunteers, independent contractors, agency workers and officers.

## 3 Camera Surveillance

- 3.1 The Employer carries out overt camera surveillance of its operations and equipment at all its locations. 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 Employer 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 conducted regularly and is ongoing.
- 3.3 Camera surveillance images are recorded and stored in a secure location by the Employer and may be accessed by the Employer'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 Employer's computing network, is governed by Company policy.
- 4.2 In accordance with this policy and applicable law, the Employer 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 Employer may conduct forensic computer examinations randomly, and/or in the event of a suspected breach of policy.
- 4.3 The Employer will not restrict or block the use of email without providing prior notice unless the Employer is of the view that material or content being received or sent by email could be regarded as menacing, harassing, offensive or if it involves unlawful activity.
- 4.4 The Employer's computer monitoring activities are conducted regularly and are ongoing.

## 5 Tracking Surveillance

- 5.1 A number of Company vehicles and equipment are installed with an electronic device (such as a Global Positioning System) ("**Tracking Device**") that records the geographical location or movement of the vehicle or equipment in which it is installed.
- 5.2 Where a Tracking Device is installed in a vehicle or other piece of equipment, the vehicle or piece of equipment will be marked with a sticker indicating that the vehicle or piece of equipment is the subject of tracking surveillance.
- 5.3 Tracking surveillance of Company vehicles and equipment is conducted regularly and is ongoing.

## 6 Data Security

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

## 7 Breach of Policy

- 7.1 Any Workplace Participants who is found to have breached this policy will be subject to disciplinary action, up to and including termination of employment

## 8 Variation

- 8.1 This policy does not form part of any employee's contract of employment. The Employer may vary, replace or terminate this policy from time to time.