

Code of Conduct Policy

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2 Purpose

To outline the responsibilities of employees in relation to the required standards of behaviour and conduct.

3 Scope

The policy applies to all employees of the Master Plumbers' and Mechanical Services Association of Australia and all related entities (Master Plumbers) in any office, site, location or vehicle at/in which the employee performs work or is required to present in the course of their duties.

This policy will continue to have force and effect during any periods of leave whether the leave is paid or unpaid as relevant.

4 Aim

To ensure delivery of efficient, consistent and professional standards of employee conduct and behaviour.

5 Conflicts of Interest

A conflict of interest will arise where an employee engages in activities or advances personal interests at the expense of Master Plumbers interests or the interests of other employees, members or stakeholders.

Potential conflicts of interest may include, but are not limited to:

- Financial interests;
- Outside work;
- Personal and family relationships between employees or outside parties; or
- Interests held directly or indirectly through an employee or a member of the employee's family or corporate or other business legal entity.

It is essential for Master Plumbers to have knowledge of all potential conflicts of interest so that Master Plumbers can evaluate the propriety of such conflicts.

5.1 Financial Interests

A financial conflict of interest may arise due to:

- An interest held in any property, investment or financial transaction (including a purchase or sale);
- Interests held directly or indirectly through a member of the employee's family or a corporate or other business legal entity;
- Receipt or acceptance of gifts or benefits from an external party; or
- Contracts for business

5.2 Outside Work

Outside work is any activity that the employee performs for any person or entity for which the employee may derive a benefit. Outside work will include:

- employment (including public or other private employer) for which the employee receives a financial benefit; or
- unpaid employment (including volunteer, political and lobbying organisations).

5.3 Personal Relationships and Affiliations

A conflict of interest may arise where an employee is working with family members or with persons for whom they have or have developed close personal relationship including:

- decisions relating to recruitment, selection, appointment or promotion;
- a supervisory relationship; or
- the division of work, resource allocation, provision of opportunities, training and development or performance evaluation.

5.4 Employee Responsibilities

Employees are to avoid any financial or other interest or undertaking that could adversely affect Master Plumbers or its employees, members of stakeholders.

Employees faced with a potential conflict of interest are required to make immediate and full disclosure. Disclosure is to be made to the Chief Executive Officer and, must include the nature and extent of the interest.

Should Master Plumbers become aware of a potential conflict of interest, the employee's manager will raise the matter with the employee directly.

5.5 Determining Conflicts of Interest

In determining a potential conflict of interest Master Plumbers will have consideration for the impact of any activity on the performance of an employee's duties (including, but not limited to):

- Workplace health and safety (duty of care) including but not limited to fatigue management (including hours or work, rest and recuperation during periods of approved leave) and injury management (including the potential to compromise/impact Return to Work or rehabilitation for work-related or non work-related injuries/ illnesses);
- Working for a competitor or supplier;
- Impartiality or judgment in decision making;
- Legal obligations of the parties; and
- Capacity to manage potential conflicts of interest.

Master Plumbers recognises that there may be situations where a conflict of interest appears, but it is appropriate to allow the conflict of interest to continue. In this circumstance, Master Plumbers will provide written notification that such a conflict of interest has been acknowledged by Master Plumbers.

Notwithstanding the above, Master Plumbers reserves to right to review/ retract any decision or approvals should the nature or extent of the conflict of interest adversely affect the employee's duties or Master Plumbers activities.

6 Confidentiality

Employees are required to maintain and protect the confidentiality of information relating to the business and affairs of the Master Plumbers and its affiliated entities, employees, members and stakeholders unless required by law to disclose such information or permitted to disclose such information with the written consent of the Master Plumbers.

Employees may become personally liable if they fail to comply or otherwise disclose confidential information in breach of this condition.

The employee's obligations under this clause continue to exist after the cessation of employment.

7 Records and Public Statements

7.1 Records

Accurate and reliable records of many kinds are necessary to meet the Master Plumbers legal and financial obligations and to manage the affairs of the Master Plumbers.

Employees will be responsible for exercising diligence and accuracy in enforcing the requirements to disclose and record all assets and/or liabilities.

Employees must not make or engage in false record or communication of any kind, whether internal or external, including but not limited to:

- False expense, attendance, financial or any other similar reports and statements; or
- False advertising, deceptive marketing practices or other misleading representation.

7.2 Public Statements

The Master Plumbers relationships with the media are conducted exclusively by the Chief Executive Officer or as delegated.

Employees must not contribute content to public communications on websites, including as social networking sites such as MySpace, Facebook, Twitter or YouTube that may expose the Master Plumbers to any possible legal liability including:

- material that is insulting or lowers the reputation of the Master Plumbers, a person or a group of people (defamatory material);

- illegal, unlawful, inappropriate, obscene, causes or may cause insult offence, intimidation or humiliation; or
- any material that gives the impression of representing, giving opinions or making statements on behalf of the Master Plumbers without the express authority of the Master Plumbers.

For more information on Social Media, employees may refer to the Master Plumbers *Unlawful Discrimination and Harassment Policy*.

8 Intellectual Property

The ownership of all intellectual property rights (IPRs) including all improvements, discoveries, developments, techniques, ideas, business systems and methods, trade secrets and inventions, patents, trademarks, designs and copyright, made, developed, authored or received by employees alone, or in conjunction with others, whether or not registrable, which:

- arise out of, or in any way relate to, the employee's employment with the Master Plumbers; or
- in any way relate to or are derived from the actual or anticipated operations of the Master Plumbers;

will immediately vest on their creation in the Master Plumbers without the Master Plumbers being required to pay the employee compensation for the IPRs.

Employee must, at the Master Plumbers expense, enter into any contracts or execute any other documents required by the Master Plumbers to assign to the Master Plumbers any right, title and interest in the IPRs.

Unless otherwise specified, employee consent to waive the right to bring any moral rights claim against the Master Plumbers in respect of the right of integrity of authorship, the right of attribution of a work and the right not to have authorship of a work falsely attributed in relation to the IPRs.

The employee's obligations under this clause continue to exist after the cessation of employment.

9 Non Solicitation

Employees must not, during employment with the Master Plumbers or for a period of twelve months after the end of the employment with the Master Plumbers, whether on the employee's own account or for any other person, organization or firm or company, either directly or indirectly:

- attempt to entice away from the Master Plumbers all or part of the business of any person, firm or company who was a member, client, customer or supplier of the Master Plumbers during the employment; or
- attempt to entice to another firm or company any employee or member of the Master Plumbers;

with whom the employee had contact with at any time within the last twelve months of the employment (or for the length of the employment if it was less than twelve months) with the Master Plumbers.

10 Privacy

It is a condition of employment that employees comply with the Master Plumbers *Privacy Policy*, and that at all times during and after employment employees treat personal information (as defined by the *Privacy Act 1998*) of employees, members, clients and customers of the Master Plumbers (prospective, existing or former) and others who provide such information to the Master Plumbers in accordance with the Master Plumbers *Privacy Policy*, applicable privacy legislation and guidelines, as amended from time to time.

11 Attendance and Punctuality

Employees will be notified of the start and finish times for a standard work day. It is understood that start and finish times may vary from time to time to achieve the efficient and effective performance of duties.

It is Master Plumbers expectation that employees will arrive at the workplace ready to commence their work by the prescribed start time. Failure to report for work as expected can have a significant impact on the operational requirements of the Master Plumbers.

11.1 Notification

Where possible, an employee who is unable to report to work at the expected start time is required to notify his/her direct supervisor to inform them of the anticipated time of arrival, and the reason for expected delay, at the earliest possible opportunity.

11.2 Absences

Absences from work shall be managed in accordance with the Master Plumbers *Leave Policy*.

12 Presentation and Grooming

Employees will present to work in a manner that promotes a high standard of professionalism and enhances the reputation of the Master Plumbers.

12.1 Master Plumbers Uniforms and Clothing

Where the Master Plumbers issues a uniform or other prescribed clothing, employees will be required to wear such uniform/clothing at all times during working hours. Employees will also be responsible the care and cleanliness of the uniform/clothing to a standard acceptable to the Master Plumbers.

Replacement of uniforms/clothing will be on a reasonable wear and tear basis.

12.2 Inappropriate Clothing/Footwear

In the ordinary course of duties, employees shall present themselves in business attire and to a standard that is acceptable to the Master Plumbers management. Employees are not permitted to wear jeans, thongs or sneakers.

12.3 Exceptions

Exceptions to the requirements of 12.1 and 12.2 may be made:

- by direction of Master Plumbers management; or
- where an employee is required to participate in specific activities as part of their duties.

This could include:

- the requirement to comply with workplace health, safety and environmental requirements of a particular site/location the employee is required to attend in the course of duties;

- when attending a training course; or
- where the employee is required to represent the Master Plumbers at a function or event.

At all times, personal attire (including jewellery) must be appropriate to the circumstances, clean, neat and present a favourable and professional image of the Master Plumbers.

12.4 Personal Hygiene

Employees will maintain appropriate personal hygiene standards including, but not limited to, regular bathing and hair care. Hygiene requirements may also be impacted on by the requirements of a site/location where an employee is required to perform work.

13 Behaviour and Conduct

Employees shall maintain conduct and behaviour and presentation that promotes a high standard of customer service, promotes respect and courtesy and enhances the reputation of the Master Plumbers.

13.1 Management

The Master Plumbers will:

- recognise that responses, reactions and perceptions may vary between individuals;
- take reasonable care to ensure that the Master Plumbers actions do not negatively impact an individual through any act or omission;
- shall take reasonable action to educate employees in relation to individual values, workplace culture, tolerance and appropriate standards of behaviour and conduct in the workplace;
- where appropriate, issue lawful and reasonable directions including policies, procedures and rules in relation to acceptable standards of behaviour and conduct in the workplace; and
- take appropriate action to investigate and resolve grievances in the workplace.

13.2 Employees

Employees will:

- recognise that responses, reactions and perceptions may vary between individuals;
- take reasonable care to ensure that his/her actions do not negatively impact an individual through any act or omission; and
- actively participate in initiatives undertaken by the Master Plumbers to educate employees in relation to individual values, workplace culture, tolerance and appropriate standards of behaviour and conduct in the workplace;
- follow all lawful and reasonable directions including policies, procedures and rules in relation to acceptable standards of behaviour and conduct in the workplace;
- take proactive steps to report any concerns regarding themselves or another person in relation to in the workplace; and
- cooperate with any action taken by the Master Plumbers to investigate and resolve grievances in the workplace.

Employees will also comply with the requirements of Master Plumbers *Unlawful Discrimination and Harassment Policy*.

13.3 Lawful and Reasonable Directions

It is a condition of employment that employees will comply with all lawful directions, workplace policies, procedures and rules of the Master Plumbers as amended from time to time.

These policies, procedures and rules constitute lawful and reasonable directions given by the Master Plumbers to employees in the course of employment, and do not constitute terms and conditions of employment, which can be enforced by employees against the Master Plumbers.

13.4 External Relationships

The Master Plumbers recognises that employees have the right to socialise with whom they choose during their personal time and, this may include co-workers or other persons with a relationship to the Master Plumbers.

The Master Plumbers is unable to accept responsibility for incidents that occur outside of the work environment. However, where an incident that occurs outside of the work environment has a negative impact on the Master Plumbers (e.g. workplace behaviour, performance, productivity, operational requirements) the Master Plumbers will address this accordingly.

14 No Smoking

For health reasons, smoking is prohibited:

- within Master Plumbers property boundaries;
- within motor vehicles;
- within 3 metres of an entrance or exit to a building; and
- outside of designated breaks times.

Employees are reminded to have consideration for the impact that their smoking may have on others and, must dispose of cigarette refuse in designated receptacles.

15 Fitness for Work

Employees are required to present to work in a manner that enables performance of the inherent requirements of their position without restriction, risk to their own health and safety, or the health and safety of others.

15.1 Drugs and Alcohol

Employees are not permitted to:

- be intoxicated or impaired by alcohol, prescription drugs/medications, legal non-prescription drugs/medications or illicit substance*; or
- Consume, possess, cultivate, distribute or sell illicit substance*;

whilst at work, on Master Plumbers premises (including vehicles) or undertaking work-related activities on behalf of Master Plumbers.

**Illicit substance* shall mean any substance which is used in a manner that is not permitted by law. This may include prescription or legal non-prescription drugs/medications that are used for unintended purposes.

Employees will comply with all laws and regulations relating to alcohol and drugs including, but not limited to the operation of motor vehicles or other plant and equipment.

Master Plumbers will support employees who are experiencing alcohol or drug dependency/addiction, where reasonable and appropriate.

15.2 Work Related Injury and Illness

Work related injuries and illness (including return to work) will be managed in accordance with established policies, procedures, laws and regulations.

Employees are required to notify their direct supervisor of any incident, accident, injury or illness immediately.

15.3 Non-Work Related Injury Illness

In circumstances where an employee is unable to fulfill the full duties of their substantive position due to a non-work related injury/illness, the Master Plumbers may consider reasonable arrangements to accommodate their incapacity. Reasonable or modified duties will be determined in consultation between the employee, treating doctor(s) and the employee's supervisor and may include: flexible hours of work; varied hours of work; alternative duties; or physical limitations/restrictions; subject to the operational impact on the Master Plumbers.

Arrangements for reasonable accommodation are intended to facilitate a safe, durable and progressive return to full duties and will be offered on a temporary basis only.

Any decision to proceed with reasonable accommodation arrangements will be made by the Chief Executive Officer in consultation with the employee, the employee's supervisor and the treating medical practitioner(s).

15.4 Managing Injury/Illness

In accordance with legislation, the employer has a duty of care to ensure the health and safety of employees in the work environment. This includes the requirement to take all reasonable and practicable steps to prevent the occurrence of work-related injury or illness.

In the circumstance that an employee appears unfit to perform the full duties of their substantive position, Master Plumbers must take reasonable steps to ensure that the employee does not expose themselves or others to risk. Evidence that an employee may be unfit for their regular duties could include:

- Frequent or extended absences from work due to illness or injury (including unexplained or unsubstantiated absences);
- Comments/ requests made by the employee to vary ordinary duties;
- Changes in the employee's workplace behaviour;
- Comments or concerns raised by other employees; and/or
- Concerns about the employee's performance.

In circumstances where an employee is concerned about their own or another person's fitness for work or ability to perform duties, employees are required to notify a management representative immediately.

Where the Master Plumbers considers that:

- the employee is not fit to be present at work or undertake duties; or
- there is insufficient information available to enable the Master Plumbers to assess fitness for duties and their capacity to provide a duty of care;

the employee may be directed to take personal leave until there is sufficient information to assess the employee's capacity and ensure duty of care. An employee may be required to provide sufficient medical evidence of their fitness to resume the full duties of their substantive position prior to their return to work. This decision will be made by the Chief Executive Officer.

15.5 Temporary Absence Due to Illness or Injury

In accordance with legislation, it is unlawful to treat a person unfavourably or unfairly due to temporary absence due to illness or injury. Temporary absence is defined as:

- an absence that extends for less than three (3) months; or
- absences totaling less than three (3) months within a 12 month period.

16 Company Assets

Employees will exercise due care and responsibility for any property and monies issued during the course of employment including, but not limited to, tools and equipment, motor vehicles, mobile telephones, computers, credit/charge cards, uniforms, personal protective equipment and keys.

Employees will account to Master Plumbers for all money's and property received in the course of duties.

Employees will be responsible for ensuring that property and materials supplied by the Master Plumbers are:

- used correctly for the intended purpose (i.e. correct tools for the job); and
- appropriately stored and secured.

In the event that property or equipment is lost or damaged as a result of negligence, the employee may be responsible for any costs associated with repair or replacement.

17 Performance Management and Development

Employees are required to display due care in the performance of work and perform it competently.

Employees will actively participate in any training or development activities deemed necessary for the purpose of compliance or the effective performance of duties.

Employees (excepting persons employed as apprentices) undertaking study towards a formal qualification may apply for study leave in accordance the Master Plumbers *Leave Policy*.

Where an employee is not performing their duties in accordance with the standards required by Master Plumbers, assistance will be provided in accordance with the Master Plumbers *Performance Management Policy*.

18 Grievance Resolution

The following grievance resolution procedure will be followed for all grievances, excepting grievances arising from alleged unlawful discrimination and/or harassment.

Grievances relating to unlawful discrimination and/or harassment will be managed in accordance with the Master Plumbers *Unlawful Discrimination and Harassment Policy*.

18.1 Protection of the Parties

During the grievance procedure no party shall engage in any behaviour that may be regarded as “retaliatory” or “adverse” including victimisation. Such action is unlawful and may be regarded as misconduct.

18.2 Confidentiality

The investigation and/or resolution of grievances will be handled in a discreet and confidential manner at all times. All information relating to the grievance shall be restricted to the employee(s) raising the grievance, the supervisor/manager and any representatives in the first instance. Any decision or requirement to disclose information to other persons shall be discussed with the relevant parties as needed.

Notwithstanding, Master Plumbers has a responsibility to take reasonable action to resolve grievances. The Master Plumbers may determine that effective resolution may require disclosure of information to other persons in accordance with the principles of procedural fairness.

18.3 Representation

Any party may nominate a representative or support person in relation to the grievance resolution process.

18.4 Direct Resolution

Where possible, employees are encouraged to discuss the matter with the person(s) concerned. By taking this action, the employee will provide the person(s) with an opportunity to correct the concerns in an informal and amicable manner.

The employee should:

- take steps to resolve the concern(s) at the earliest possible time;
- identify the issue causing concern(s) (providing examples of when this has occurred);
- explain the impact of the concern(s) to the employee and/or the work environment; and
- propose options for resolution.

Employees are also encouraged to discuss their concern(s) with other persons who may be able to provide guidance or assistance on how he/she could best approach the person(s) concerned.

18.5 Approaching a Supervisor

Where:

- action taken to resolve the concern(s) directly with the person in accordance with clause 18.4; or
- the employee is unable to approach the person(s) directly;

the employee should raise their concern(s) (verbally or in writing) with their immediate supervisor.

The employee should:

- take steps to notify the supervisor of the concern(s) at the earliest possible time;
- identify the issue causing concern(s) (providing examples of when this has occurred);
- specify dates/times of incidents;
- explain the impact of the concern(s) to the employee and/or the work environment; and
- propose options for resolution.

Where a supervisor is contacted by an employee, the supervisor is required to report the matter to management. Management will provide guidance on how the grievance should be managed.

The supervisor will discuss options for grievance resolution with the employee.

18.6 Approaching Managers

Where:

- action taken to resolve the concern(s) with assistance of the employee's supervisor in accordance with clause 18.5; or
- the employee is unable to approach the supervisor;

the employee should raise their concern(s) (verbally or in writing) with a member of senior management.

The complainant should:

- take steps to notify the manager of the concern(s) at the earliest possible time;
- identify the issue causing concern(s) (providing examples of when this has occurred);
- specify dates/times of incidents;
- explain the impact of the concern(s) to the employee and/or the work environment; and
- propose options for resolution.

The manager will discuss options for grievance resolution with the complainant.

18.7 Grievance Resolution

Where an employee notifies a supervisor or manager of a grievance, the supervisor/manager will have discretion relating to the resolution of the grievance.

The supervisor/manager may undertake an investigation as part of the grievance resolution process. The investigation process may include:

- interviewing the employee and/or any relevant persons; and
- reviewing documentation relevant to the grievance.

The investigation shall be undertaken by an authorised person without bias and in accordance with the principles of procedural fairness.

The employee will be notified of the resolution and reasons why.

For more information on investigation and procedural fairness, employees may refer to the Master Plumbers *Unlawful Discrimination and Harassment Policy*.

If a grievance is found to have been fabricated or made frivolously or vexatiously, appropriate disciplinary action will be taken.

19 Compliance

Any suspected breaches of this Policy will be investigated in accordance with the Master Plumbers Performance Management Policy.

Breaches of this policy may lead to criminal or civil proceedings or disciplinary action, which could include termination of employment.

20 Further Information

For further information on unlawful discrimination of harassment, please contact your supervisor, manager or the Chief Executive Officer.

21 Acceptance

I _____ confirm that I understand and accept the terms
(Full Name)

and conditions contained herein.

Signature..... Date.....

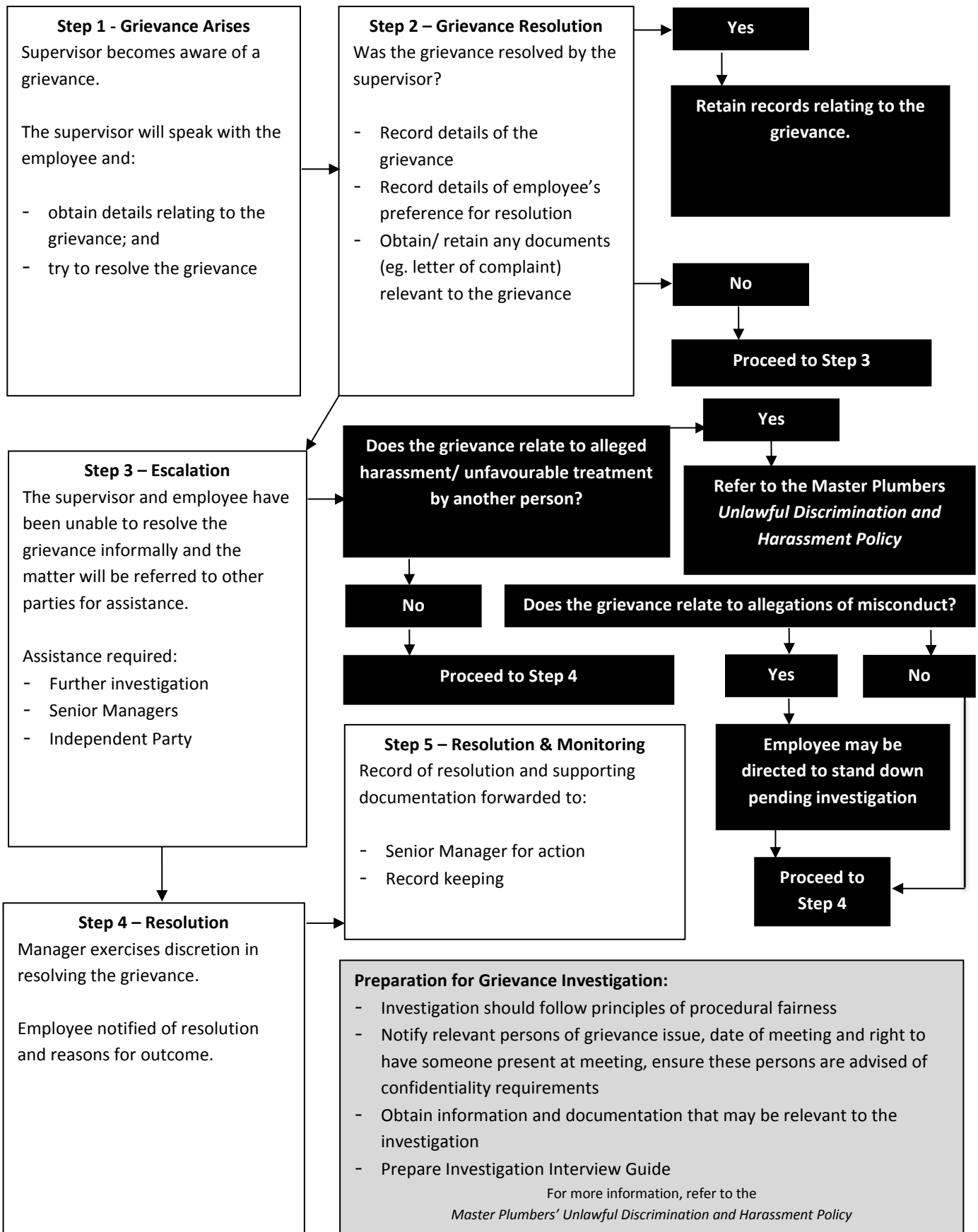
A signed copy of this document will be:

- retained on your employee file; and
- provided to you.

Appendix B – Examples of Conflicts of Interest

Disclosing information to anyone outside without authorisation	Definite Conflict
Discussing a customer or supplier's confidential business with another party	Definite Conflict
Accepting sponsored travel or hospitality without authorisation	Definite Conflict
Offer gifts or incentives without approval	Definite Conflict
Establish an unreported 'slush' fund	Definite Conflict
Make payment to any person for a service which Master Plumbers is not normally entitled	Definite Conflict
Hold positions in organisations that have business dealings with Master Plumbers (including competitors, customers, suppliers or family business)	Definite Conflict
Hire, promote or supervise a relative unless specifically authorised	Definite Conflict
Misuse Master Plumbers resources or your position to promote or assist external activity (including charity or volunteer activities)	Definite Conflict
Personally pursue any opportunities Master Plumbers may have an interest in	Definite Conflict
Failure to present for work in a fit manner or jeopardise Return To Work programs etc.	Definite Conflict
Failure to report any of the above	Definite Conflict
Outside/Secondary Employment (NB: Master Plumbers will consider the hours of work, the type of work to be performed, the pattern/frequency of work and possible impact on substantive position)	Possible Conflict
Performing work during periods designated for recuperation (E.g. work during Master Plumbers provided leave, weekends, RDOs etc.)	Possible Conflict
Request or accept gifts or 'kick-backs'	Possible Conflict
Financial interest (including acquisition of shares) in a company that is a customer, supplier or competitor of Master Plumbers	Possible Conflict
Recruitment or supervision of another employee with whom the employee is related (or has or has developed) a close personal relationship	Possible Conflict

Appendix C - Grievance Management Flowchart



Appendix D – Fitness for Work Flowchart

