

The purpose of the Eagleton Ridge Disability Services Code of Ethical Conduct is to identify mandatory and other requirements for the conduct of all Eagleton Ridge Disability Services Employees.

### 1.0 Introduction

Eagleton Ridge Disability Services P/L ("Company") promotes a safe, supportive and professional working environment for all employees.

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.

### 2.0 Scope

This policy applies to all employees of the Company.

#### 3.0 General Standards of Behaviour

All employees are expected to:

- behave inline with the NDIS Code of Conduct.
- behave inline with the values of the Company.
- behave honestly and with integrity and act with care and diligence in the performance of their work;
- treat everyone, including but not limited to, colleagues, contractors, visitors, clients and customers, with respect, courtesy and honesty;
- foster a work environment that encourages equal opportunity, embraces diversity and does not tolerate discrimination or harassment of any kind;
- behave in a way that upholds the integrity and good reputation of the Company;
- comply with all policies of the Company;
- comply with any lawful and reasonable directions of the Company;
- use the Company resources and assets in a proper manner and for a proper purpose;
- behave in a manner that ensures a safe and healthy workplace for all;
- not provide false or misleading information to the Company; and
- 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.

#### 3.1 Company Values

#### We Care Deeply

- We treat all the people that we come in to contact with, with respect and dignity;
- Our people are individuals
- We celebrate all achievements.
- We value choice.
- We consider everyone to matter.
- If we can help we will and if we can't we will find you someone who can.

#### **Always Aiming Higher**

• We constantly lifting the bar on quality care.



- We do it right the first time.
- We learn from our mistakes.
- We are passionate about always improving.
- Your feedback matters.

#### We act with Integrity

- We use Eagleton Ridge Disability Service property responsibly and in the best interests of Eagleton Ridge Disability Service and its reputation.
- We maintain the high level of service known to the community and to the people we support.
- We accept that we are responsible for our own actions and accountable for the consequences;
- We uphold the law, respect community standards and act accordingly;
- Honesty is our way.
- Being reliable shows you care.
- Positive actions have positive outcomes.
- Change can be a positive challenge.

#### We are a Team

- We find a way to make it work.
- Together everyone achieves more.
- Hand in hand we climb.
- Our participants and their families are part of our team.
- We learn from and support each other.

#### 4.0 Abandonment of Employment

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.

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.

#### 5.0 Ethics and Business Conduct

All employees must act with honesty, diligence, loyalty and good faith.

Employees 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.

Employees must immediately disclose to the Company any unethical, dishonest, fraudulent or illegal behaviour, or any behaviour which violates Company policies, which the employee is aware of or becomes aware of.

## 6.0 Dress Code

Employees are expected to present a professional appearance at all times which is suitable for the work environment. Employees should present for work well-dressed and groomed, and in clean attire as per the Company Dress policy.



The Company may issue directions about personal grooming from time to time.

Employees are required to wear the Company uniform during all working hours, unless directed or authorised by the Company.

### 7.0 Time and Attendance

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.

Lack of punctuality is considered a serious performance issue.

All Employees, are expected to sign in and out and the beginning and completion of their shift.

Employees may use their own personal device to log in or the organisations if at a fixed site.

Failure to sign in may result in a delay of the payment of wages.

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.

Overtime may only be worked with the prior approval of a manager.

#### 8.0 Confidentiality

The unauthorised use or disclosure of Confidential Information is strictly prohibited. Any breach of confidentiality is viewed as serious misconduct.

All Confidential Information remains the property of the Company. Any Confidential Information in the possession or control of an employee must be returned upon the termination of employment, or earlier upon request by the Company.

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

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. medical or personal information relating to our participants
- 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.

### 9.0 Mobile Phones and Other Devices

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.

Mobile phones are not be used by employees during working hours, except in emergencies. Phones must be switched off and stored in the employee's bag or locker for the duration of the shift, and may only be accessed before or after working hours, or in authorised breaks.

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 employee's employment, whichever occurs first.

All work-related communications using a Company issued mobile phone must be conducted in a courteous, polite and professional manner.

It is the employee's responsibility to ensure the Company issued mobile phone remains charged during all working hours.

Employees 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.

It is the employee's 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. Employees must immediately report the loss or theft of the Company issued mobile phone to the appropriate manager.

Employees 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 employee by the Company. Employees must immediately report damage to the Company issued mobile phone to the appropriate manager.

Employees 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.

A Company issued mobile phone is intended solely for work-related purposes and must not, except for emergencies, be utilised for personal use.

### 10.0 Smoking

Employees are permitted to smoke on authorised break periods but only in authorised smoking areas or areas not otherwise designated as non-smoking by law or policy.

Smoking is not permitted in Company vehicles or while transporting participants at anytime.

#### 11.0 Computer Software

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.

Company owned software must not be copied or distributed for private use.

#### 12.0 Conflict of Interest

A conflict of interest exists whenever an employee (or the employee's family, friends or associates) uses an advantage gained directly or indirectly from the employee's employment with the Company for the benefit of themselves or another person or entity who is not the Company.

Employees are to act in the best interest of the Company at all times and avoid actual or potential conflicts of interest where possible.

Employees 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. the employee is in a relationship with another employee
- ii. a member of the employee's family is employed by the Company;
- iii. the employee or a member of the employee's family has an economic interest in a client, supplier or competitor of the Company, such as the holding of shares.
- iv. the employee or a member of the employee's family is employed by a competing business

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.

#### 13.0 Gifts and Gratuities

Employees 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 at the Company, or from anyone with, or a seeking, a business relationship with the Company.



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 employee, and the gift should be reported to their supervisor who will determine how the gift is to be used and enter the gift in the gift register.

If any employee is in any doubt, they should seek advice from their manager.

### 14.0 Privacy

The Company abides by the Australian Privacy Principles, and all employees 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.

### 15.0 Breach of Policy

Any employee who becomes aware of any actual or potential breaches of this policy must report the issue to the appropriate manager as soon as possible.

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

#### 16.0 Variation

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.