



Asbestos Council of Victoria

Obligation of Workers/Volunteers/Members Policy

All employees and volunteers are subject to the rules of the Association.

Should diligently perform the duties described in these guidelines below.

Obey all reasonable and lawful directions of the CEO/Committee of management.

Refrain from doing any act or thing which will or may adversely affect the present or future interests of the Organization.

Carry out any other functions and responsibilities that are incidental to the carrying out of your obligations, for example compliance with any drug and alcohol policy, e-mail and internet policy and employee and volunteer codes of conduct; give the Organization the full benefit of your knowledge, ingenuity, experience and technical skill;

Devote all of your time and attention, during all times of working for the organization, to performing the duties assigned to you;

Work the hours that the CEO reasonably requires you to work;

Comply with any policies and rules which may be developed from time to time by the Organization for the purpose of promoting the efficient and productive operation of the business and a safe and harmonious working environment;

Work at such place or places as from time to time the Organization may reasonably require.

Other Activities and Absences

You must not without the prior written consent of ACV/GARDS committee or CEO;

Engage in or benefit from any activity at any time during the period of your employment/volunteerism which may reasonable be considered to give rise to a conflict between your private interests and your duties and obligations under this Agreement

Be absent from your duty unreasonable without permission of the Employer except for illness or accident or where the absence is authorised by, or to which you are entitle under, this agreement.

Hours of Work

Your hours of work during each engagement with the Employer shall be determined in conjunction with your manager prior to the commencement of work. You promise to be available for work, and to work, during the hours so determined, or for such lesser number of hours as the manager in his discretion decides are available, having regard to the needs of the Employer.

Confidentiality

“Confidential Information” means any information relating to the business of the Organisation, whether or not marked or designated as confidential, secret or otherwise.

You acknowledge that all Confidential Information of the Organization which may come into your possession is and remains the property of the Organization. You agree that without the Organizations consent you will not at any time copy or take extracts from Confidential Information or remove any Confidential Information from the Employer's premises except in the normal course of employment. In the case of approved removal, you will as promptly as possible return the information to the Employer.

You must not, either before or after the termination of working for the Organization, disclose to any person (other than to the Org and persons from time to time authorised by the Org) any Confidential Information. You must not make any use of any such Confidential Information to gain directly or indirectly any improper advantage to you or to any other person, firm or body corporate.

On termination of working under this Agreement, you must leave in the possession of, or return to, the Organization any Confidential Information including copies or extracts which are in your possession at any time prior to termination.

In the event of the termination of your employment/volunerring for whatever reason, you acknowledge that you have no right, title or interest in any of the assets of the Organization.

Your Qualifications

You promise that you hold the qualifications set out in the curriculum vitae that you provided to the Organization, or told the CEO/Committee of Management about, prior to commencing employment/volunteering and that the representations you made in relation to your experience and capacity are true and accurate.

You acknowledge and agree that you have made your own assessment of the position and understand the objectives of the role and your duties and obligations.

You warrant you are sufficiently skilled and have sufficient knowledge to carry out the duties required by this Agreement.

Ownership of Intellectual property

Any invention, design, discovery or publication make by you in the course of employment by the Employer must be immediately disclosed to the Organization and the rights in that property shall rest within the Organization. Upon request by the Organization, you agree to execute any documents or take any action required to enable the Organization, or its nominees, to apply for any patent or register any design or obtain any other protection for the property.

You agree to tell the Organization about any discovery or design you make or any secret process, business method, procedure or improvement which you make or discover or develop in the course of your employment/volunteering with the Organization. Your Agreement even extends to anything which the Organization could use or adapt for its purposes.

Discrimination, Bullying & Harassment Policy

Discrimination

State and Federal laws make it unlawful to discriminate against people in the workplace and other circumstances. The grounds of unlawful discrimination covered include –

Race (including race vilification)

Sex

Sexual Preference

Marital Status

Age

Physical or intellectual impairment

Parental status

Social origin

Religion

Discrimination occurs where an individual is treated less favourably or unfairly based on personal characteristics or personal attributes.

Employees/volunteers of the Organisation must not discriminate against members or the general public on the basis of any of those attributes.

Bullying

Bullying is repeated unreasonable behaviour against a employee/volunteer, or group of employees/volunteers, which either creates a risk to health or safety or affects the harmony and enjoyment of the their workplace

Termination

Subject to this Agreement your employment/volunteering may be terminated immediately and without prior warning by the Organization upon the occurrence of any of the following:

- a) You are convicted any criminal offence
- b) You are guilty of any wilful failure or wilful neglect in carrying out your duties;
- c) You breach any of the terms of this Agreement and fail , refuse or neglect to rectify such breach when reasonably required by the Employer to do so;
- d) You become bankrupt or assign your estate for the benefit of your creditors;
- e) You are guilty of conduct which tends to bring you, the Employer or the Group (if any) into disrepute;
- f) You disobey or neglect any lawful and reasonable order or direction of the Employer;
- g) You become of unsound mind or are placed under control of a committee or officer in accordance with a law relating to mental health;
- h) You are guilty of discriminatory behaviour
- i) You fail to perform your duties to the standard of expertise which you have represented yourself as having to the Employer;
- j) It becomes evident to the Employer that you do not have sufficient skills to carry out your duties;
- k) You are, in the reasonable opinion of the Employer, under the influence of alcohol or drugs in the workplace;
- l) You are caught stealing the Employers property;
- m) You engage in physical fighting in the workplace;
- n) It is found that you intentionally provided false information or documentation when you applied for the position or at any time during your employment.

Mutual Agreement

Your employment/volunteering may also be terminated at any time by mutual agreement between you and the Organization.

Obligations on Termination

Upon the termination of this Agreement for any reason you must comply with the following obligations:

- a) You must within 24 hours of termination deliver up to the Organization all equipment, documents and copies of documents and property of the Organization and any other materials in your possession or under your control relating in any way to the business or affairs of the Organization.
- b) You must also promptly disclose and deliver to the Organization all information and data in your possession necessary to ensure satisfactory continuity of the carrying out of the responsibilities and duties which were yours.

Suspension

The Organization may suspend you with or without pay for employees of the org (depending on the severity of the matter) during any period of investigation of untoward behaviour.

Dispute Resolution

All Employees and volunteers are obligated to abide the dispute resolution set out in the Rules of the Association.

Version 2

20/2/2024

Ratified at February 2024 meeting