

# 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.