



Jellybeans Music

**EMPLOYEE
HANDBOOK**

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1. What is this Handbook?

This Employee Handbook is intended to be used by management and employees in order to handle all employee related queries and issues. All levels of employees are required to read, understand and at all times comply with the provisions and regulations in this handbook. These provisions outline your responsibilities as a manager and/or employee with Jellybeans Music.

- This Handbook is designed to be read in conjunction with any relevant enterprise agreements, employee partnership agreements, employee contracts and applicable industrial instruments.
- This Handbook cannot answer every question or concern about employment issues. This handbook is designed to grow and change with Jellybeans Music.
- Franchisees and Jellybeans Music Management staff must fully understand and abide by the policies, procedures and regulations within and referred to in this handbook.
- This Handbook may not be amended and altered without the express written permission of Jellybeans Music Head Office.
- Breaches of this Handbook may permit management to take reasonable disciplinary action including but not limited to termination.
- If any employee has concerns or questions relating to content within this Handbook, they should see their manager for further information or clarification.

2. Who is Jellybeans Music?

Jellybeans Music is a classroom based music program delivering high quality education for students of Pre-School and Primary age. The program provides experienced classroom Music Educators to schools that wish to build or boost their classroom music opportunities to students.

Jellybeans Music provides our clients (in most cases, schools) with a 'one-stop-shop' for comprehensive, sequential and curriculum based classroom music. We do this by offering:

- Highly experienced and qualified music specialists
- Complete repertoire of in-house developed curriculum based music materials
- Age specific and engaging music materials
- Full class set of high quality percussion instruments (glockenspiels, tambourines, triangles, castanets, woodblocks etc.)



- Recorders for all students Yr. 3 and above
- School specific web page enabling students to practice/listen at home
- Access to state of the art Interactive/Digital music education tools

3. The Jellybeans Music Mission Statement

Jellybeans Music aims to provide high quality, cost effective music education to Pre-School and Primary students. We believe in the true benefits that music can bring ALL children in engaging and developing their intellectual abilities. We believe in the key role music plays in 'whole-person' development through creative exploration and enjoyment that only music can bring.

We believe that EVERY student should have access to quality music education.

4. The Jellybeans Music Vision Statement

In meeting our core mission beliefs, Jellybeans Music aims to be the leading choice for Primary music education for young people. To this end, we aim to lead by example with 'best of breed' teaching and teaching programs. In this way we will be able to partner with an ever-increasing number of schools to provide them with quality music education.

In meeting the goal of providing music education to as many young people as possible, Jellybeans Music aims to provide this high level music education both inside and outside the classroom. This will be done through leading Internet and software applications allowing music education to occur in the home as well as the classroom.

5. Legal Requirements

5.1. Summary of the National Employment Standards

The National Employment Standards (NES) came into effect on 1 January 2010.

From 1 January 2010, employers and employees in the national workplace system are covered by the new National Employment Standards (NES).

Under the NES, employees have certain minimum conditions. Together with pay rates in modern awards (which also generally take effect from 1 January 2010) and minimum wage orders, the NES makes up the safety net that cannot be altered to the disadvantage of the employee.



In addition to the NES, generally an employee's terms and conditions of employment come from a modern award or agreement.

The NES are set out in the Fair Work Act 2009 and comprise 10 minimum standards of employment. Please remember to refer to your individual employee agreement when reading the following standards, as these **may not** apply to the terms of your employment. In summary, the NES involve the following minimum entitlements:

- **Maximum weekly hours of work** – 38 hours per week, plus reasonable additional hours.
- **Requests for flexible working arrangements** – allows parents or carers of a child under school age or of a child under 18 with a disability, to request a change in working arrangements to assist with the child's care.
- **Parental leave and related entitlements** – up to 12 months unpaid leave for every employee, plus a right to request an additional 12 months unpaid leave, plus other forms of maternity, paternity and adoption related leave.
- **Annual leave** – 4 weeks paid leave per year, plus an additional week for certain shift workers.
- **Personal / carer's leave and compassionate leave** – 10 days paid personal / carer's leave, two days additional unpaid carer's leave as required, and two days additional unpaid compassionate leave as required.
- **Community service leave** – unpaid leave for voluntary emergency activities and leave for jury service, with an entitlement to be paid for up to 10 days for jury service.
- **Long service leave** – a transitional entitlement for certain employees who had certain LSL entitlements before 1/1/10 pending the development of a uniform national long service leave standard.
- **Public holidays** – a paid day off on a public holiday, except where reasonably requested to work.
- **Notice of termination and redundancy pay** – up to 4 weeks notice of termination (5 weeks if the employee is over 45 and has at least 2 years of continuous service) and up to 16 weeks redundancy pay, both based on length of service.
- **Provision of a Fair Work Information Statement** – employers must provide this statement to all new employees. It contains information about the NES, modern awards, agreement making, the right to freedom of association, termination of employment, individual flexibility arrangements, rights of entry, transfer of business, and the respective roles of Fair Work Australia and the Fair Work Ombudsman. This Statement will be provided to you in your induction pack.

For more information on these standards and to ensure that you understand all of your responsibilities we strongly recommend that you visit the Fairwork website

<http://www.fairwork.gov.au>.



5.2. Legal Duty of Care

Employees and employers have obligations under the Occupational Health, Safety and Welfare legislation in your state regarding health, safety and welfare at the workplace. You need to comply with all your duties under this legislation.

Under the legislation, Jellybeans Music is required to provide you with:

- A safe work premises
- Safe machinery and materials
- Safe systems of work
- All information, instruction, training and supervision
- A suitable working environment and facilities

In return, the law requires you to:

- Take reasonable care for the health and safety of yourself as well as others.
- Take reasonable care to ensure yourself and others are not affected by acts or omissions at your workplace.
- Cooperate and follow all rules, regulations, policies and procedures imposed in the interests of health, safety and welfare by Jellybeans Music and by the client on whose premises you will be conducting your duties.
- Cooperate and follow all rules, regulations, legislation, policies and procedures imposed in the interests of health, safety and welfare by local, state or Federal Government.

6. Equal Opportunity Policy

This policy must be adhered to in all activities including recruitment, training and promotion.

Jellybeans Music is an equal opportunity employer

This policy applies to all staff and covers all work-related functions and activities including external training courses sponsored by Jellybeans Music.

It also applies for all recruitment, selection and promotion decisions.

The object of an Equal Opportunity Policy is to improve business success by:

- Attracting and retaining the best possible employees
- Providing a safe, respectful and flexible work environment
- Delivering services in a safe, respectful and reasonably flexible way



We will ensure that no job applicant or employee receives less favourable treatment on the grounds of race, sex, age, colour, marital status, nationality, disability, religious conviction or ethnic origin, or is disadvantaged by conditions or requirements, which cannot be shown to be justifiable.

We will ensure that individuals are selected, promoted and treated on the basis of their relevant merits and abilities.

All employees will be given equal opportunity and, where appropriate, continual training.

Jellybeans Music is committed to developing an Equal Employment Opportunity ("EEO") Policy

7. Your Scheduled Hours

Your manager will provide you with a teaching schedule for each school appointment via the online portal prior to the commencement of each client's contracted period e.g. school term. This teaching schedule will provide you with the start and finish times of your teaching commitments for the duration of the contract with the client. At this time it is also advisable to take note of the client's name, address and other contact details, such as phone number and key personnel contact with the client.

You are required to log into the MyJellybeansMusic web site staff portal to view the teaching schedule prior to the commencement of each client's contracted period e.g. school term.

Please familiarise yourself with your teaching schedule commitments for the whole duration of the contract with the client. Please aim to plan any other work or personal commitments around your Jellybeans Music teaching schedule.

You will be remunerated according to the teaching schedule hours only.

Changes to the teaching schedule can occur at any time due to special events at the client's premises where you are teaching e.g. school sports carnival, school excursions etc. It is your responsibility to regularly check the teaching schedule calendar and keep your manager updated with any changes. There is a section called "Additional Information" for each school. In addition to talking to your manager or sending an email please make notes in the Additional Information section on any changes to the schedule e.g. because of a sick day, school sports event.

In the majority of cases the client will approach you directly, to inform you of changes to the teaching schedule due to special events. It is your responsibility to inform your manager as



soon as possible of the requested changes to the teaching schedule. It is the responsibility of the manager to communicate with the client to confirm the change in the schedule requested.

Any other requests from clients to alter your hours must be discussed with your manager. Once any changes to your schedule are agreed with the client your manager will update your teaching schedule calendar online.

Your manager may reduce your hours or extend them as required by our clients. Your manager will provide you with as much notice as possible of any changes to your scheduled hours.

Peak periods may call for an increase to your normal hours. All efforts will be made to ensure scheduled hours are in accordance with your availability, but this cannot be guaranteed.

8. Communicating with Your Manager

We encourage you to communicate freely and openly with your manager. You can discuss all concerns, problems or issues with your manager or the franchisee.

In the first instance you should discuss concerns, problems or issues with your direct manager. However, discussions with the franchisee may be appropriate in certain circumstances.

Explanation of the following topics may be given by the manager upon request, during initial training or discussed in staff meetings.

- Staff and Professional Conduct
- Jellybeans Music Policies and Procedures
- Teamwork
- Reporting and Recording
- Complaints
- Accidents and First Aid
- Hygiene
- Additional training opportunities.
- Time sheets, Absences, Sick Days etc.
- Employee Responsibilities
- Offensive Language

9. Basic Overview of Jellybeans Music and Employee Requirements

As part of your role with Jellybeans Music you will be required to lift and move percussion instruments. You are required to set up and pack away percussion instruments for your students.



Save your back

- Remember to bend your knees when lifting. Share the load – ask staff members at the client's premises for help.
- Remember students love to help you. Share the load - ask students to come and collect one instrument each from the box/bag before returning to their seats at the commencement of the first lesson of the day. These instruments can then be left in place for the next class. We will discuss this more in your Jellybeans Music training in Classroom Set up procedures.
- Clients often have trolleys if you want to move many small items quickly.
- Remember students love to help you so share the load - if you need to move your equipment from room to room, ask some students to help you.
- Place heavy items in easy to reach places.
- Upon commencement with a client ask them to nominate a safe place for you to store your equipment. This will reduce the need to take your equipment home at the end of each teaching day.

Help stop slips, trips and falls

- Clean up spills and dropped food in your environment straight away.
- Wear non-slip, closed toe shoes (Please note the consequence of any employee not wearing appropriate footwear to work is an automatic warning).
- Keep your work environment free of clutter. Put unused musical instruments away.

10. Taking Breaks

- You will need to take your break in accordance with the schedule of the client.
- Make sure you take a break for lunch and during any other break taken by the client e.g. recess, morning tea, and afternoon tea. It is important to us that you are refreshed and ready to go for the next session, so take a break.

11. Your Induction and Training

Your induction and training session will give you an overview of Jellybeans Music's program, your position and any other members of the Jellybeans Music team in your area.

You are required to attend an induction/training day, at a mutually convenient time, prior to the commencement of your role with clients. You will (in most circumstances) also be required to attend a school to view an existing Jellybeans Music teacher at work.



11.1. Induction and Training Procedure

You will receive a great deal of information during your induction and training session. If you need questions answered after your training session has ended, your manager will be able to answer any questions you may have.

Your induction and training will cover the following:

- Introduction to Jellybeans Music, who we are and our culture
- Explanation of how the business works, what types of clients we have, what are the normal working hours etc.
- Training on how to use all the different pieces of percussion equipment.
- An in-depth discussion of the different Jellybeans Music programs
- An explanation of your role and responsibilities and what is expected from you each time you teach our program
- Occupational Health and Safety Procedure Outline
- Introduction to any other Jellybeans Music teachers who also work in your area
- Administration overview, completion of all appropriate paperwork, allocation of portal passwords and logon details, how to complete and submit time sheets, allocation of uniform, allocation of percussion kit and any other resources that you may require

11.2. Training and Professional Development

Training and professional development needs to be provided to new and existing employees to ensure they perform their roles safely and competently. Training is a two way process. Employees need to participate and highlight any gaps in their own skills and knowledge. Only then can effective training be provided.

Training includes an initial Induction and Training session; on the job training where a Jellybeans Music manager may accompany you to a client/school; written instructions such as program notes; coaching, external training and other courses as deemed necessary by management from time to time.

11.3. Ongoing Training

All employees will be expected, from time to time, to attend training sessions on changes to Jellybeans Music programs and any other workshops arranged by Jellybeans Music which directly impact their employment. This training may include workplace safety training, first aid training and professional development seminars. Your manager or franchisee will be responsible for communicating when and where this training will take place.

If you wish to undertake additional training, which is directly relevant to your employment but is held by an outside institution, Jellybeans Music may reimburse you for these expenses. You



will need to discuss this with your manager or franchisee who will make a decision on whether the expense will be reimbursed. You need to make this request not less than four weeks prior to the course commencing.

Your manager or franchisee will take into account the time the course takes, whether you require leave to complete the training, the cost and the level of relevancy to your employment and Jellybeans Music.

You may be required to guarantee your employment with Jellybeans Music for a certain amount of time in exchange for Jellybeans Music reimbursing this training expense. If your employment ceases during this time, whether this is due to Jellybeans Music or yourself terminating the employment, you may need to repay part or all of the training costs.

In order for the costs to be reimbursed you must prove satisfactory completion of the course as well as a receipt of payment. Reimbursement will not occur until after the course has been completed.

12. Career Progression

Jellybeans Music has a commitment to assisting with the career development of its employees. Additional training courses may be supported with financial aid and/or scheduling assistance should they develop the skills and competencies of an employee.

Many positions at Jellybeans Music are recruited from within and management supports this policy. You may be notified of staff vacancies prior to external recruitment processes commencing.

13. Probation

- All new Jellybeans Music employees will be appointed on a probationary basis.
- All probationary employees have their work performance formally assessed and permanent employment is only offered at the end of the probation period.
- For all Jellybeans Music employees the probation period is one (1) calendar month from the date of commencement unless otherwise stated in the employee's employment contract.
- Probation is a legally binding offer of employment.
- If no action is taken to extend the probation period or to terminate employment at the end of the probationary period a "permanent" contract is established.
- At any point in time during the probationary period, if the performance of the new employee is not satisfactory, the probationary contract can be cancelled by giving appropriate notice. Please see the section entitled *Termination Of Employment* for appropriate notice periods.



13.1. Aims of a Probationary Period

The aim of a probation period is to make sure that you have the skills, qualifications, abilities and aptitude to perform the duties required and that you are comfortable with the work atmosphere and characteristics of Jellybeans Music.

It also allows you sufficient time to learn how to do your job and determine if the job meets your requirements. The probation period assists in clarifying role expectations, job descriptions and/or any job conflict and identifies training needs to ensure that you can fully develop in that role.

13.2. Performance Reviews within Your Probationary Period

The work performance of all probationary employees is to be documented and reviewed towards to the end of the one-month period of your probation period.

At this review a decision will be made as to whether:

- To continue probation for another month
- To terminate the probation
- Permanent appointment is approved
- At the end of your probation you will have a performance evaluation.
- As a probationary employee you will be formally advised of your successful completion of probation.

If a probationary employee is to be terminated, this will be done as soon as possible and before the end of the probation period. The probationary employee will be given the required notice. Please see the section entitled *Termination Of Employment* for appropriate notice periods.

14. Performance Evaluations, Management, Feedback and Improvement

Employees and Managers are encouraged to discuss their personal job performance and Jellybeans Music program issues, informally, once per period of contract with the client or as soon as issues arise.

Jellybeans Music requires all employees to participate in regular formal performance evaluations. Formal performance evaluations provide employees and managers the opportunity to discuss tasks, weaknesses, strengths and positive outcomes.

Open communication is encouraged between managers/franchisees and their teams. This goes two ways and feedback on how we can all improve our skills and in particular our



program is highly encouraged and welcomed.

You will have your first performance evaluation after you complete your probation period, which is stated in your employment contract.

You are then required to have a formal performance review annually.

Jellybeans Music would like all of our staff to be successful and happy teaching our programs so please be aware that this policy is designed as a safety net, not as a staff expectation. Warnings are not handed out easily and it is our preference to avoid warnings wherever possible.

14.1. Warnings

Prior to a performance management meeting or if an infringement cannot wait until a performance management meeting, it may be necessary for a warning to be given. This warning could either be written or verbal.

- If a warning is given, verbally or written, it should cover the infringement and give you enough time to rectify your behaviour or the situation.
- Written warnings will be placed in your employee file and be treated as confidential.

We have a simple staff policy of **three strikes and you are out** at Jellybeans Music. If you receive a warning for disregarding company policies or values, it will last for 12 months on your staff record.

14.2. Performance Management Meetings

Performance management allows for improvement in communication and employee performance. It may include informal and formal review. At this time, you need to be encouraged to give feedback regarding management performance.

Your performance evaluation meeting will follow this procedure:

- You and your manager and/or franchisee must agree on a date for the performance review.
- At this review, you and your manager/franchisee will meet openly and constructively to discuss your performance.
- All parties need to agree on objectives and goals for the next 12 months. You may want to consider additional training or development requirements if either of you think this is necessary.
- Your manager or franchisee will take detailed notes and these will be kept in your personnel file.

Performance improvement processes improve employee performance and enhance morale. If performance improvement processes have been put into place and no improvement is evident, Jellybeans Music may choose to end your employment. Performance improvement actions can



include verbal or written warnings, counseling or retraining.

Jellybeans Music requires that each employee meet a minimum standard of conduct and performance, which will be clear to employees in performance evaluation meetings. If you do not meet this standard, corrective action can be taken, such as training. Each employee must fully understand their responsibilities, be counseled and given the opportunity to reach the set standards before management can take further action.

In serious cases of misconduct or breach of policy, an employee may simply be dismissed.

If any shortfalls in performance are identified, the following procedure applies:

- Jellybeans Music must advise you that you do not meet minimum performance standards
- You must be given an opportunity to respond
- Once you have responded, management must decide on an appropriate course of action

15. Termination of Employment

There are four ways employment may be terminated:

- Termination or Dismissal
- Resignation
- Redundancy
- Conclusion of a contract

15.1. Appropriate Notice Periods

All employees must be given or give a minimum of 4 weeks notice or preferably, one school term notice.

Notice is not required for termination due to serious misconduct.

Notice is also not required for contract employees who have reached the end of their contracts.

15.2. Termination or Dismissal

Termination occurs when Jellybeans Music deems that an employee's conduct or performance does not meet the minimum standard for Jellybeans Music or their position description.

You will have been through a performance management program prior to termination.

Upon termination you will be provided with:

- Appropriate Notice
- Any Leave Entitlements
- Any Payments owing



- Any State or Territory requirements

15.3. Serious Misconduct

Serious misconduct is defined as:

- Willful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment; and
- Conduct that causes imminent and serious risk to:
 - Health or safety of a person; or
 - The reputation, viability or profitability of the employer's business;
 - The employee, in the course of the employee's employment, engaging in:
 - Theft; or
 - Fraud; or
 - Assault; or
 - The employee being intoxicated at work (defined as where the employee's faculties are, through intoxicating liquor or non-prescription drugs, so impaired that they are unfit to be entrusted with any duty they may be called on to perform); or
 - The employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment and those of the client at whose premises Jellybeans Music conduct their business.

When an employee is terminated due to serious misconduct, they may be dismissed immediately with no notice or payment in lieu. Jellybeans Music is required to pay the employee up to the moment of dismissal.

You will be given the reason for your dismissal and allowed to respond. You may be allowed up to seven working days to prepare a response to the allegations. This is normally completed during a performance management meeting.

15.4. Resignation

You must write a letter of resignation detailing the date of resignation and date of final departure before Jellybeans Music can formally accept a resignation.

You are required to provide a period of notice consistent with your award, employment contract or agreement. If the notice period is incorrect then you forfeit your wages for this time.



15.5. Redundancy

Redundancy means that:

- The position can no longer be performed by anyone
- Consultation requirements specified under the award or enterprise agreement have been met
- Opportunities for redeployment within Jellybeans Music have been considered and are not suitable.

You will be notified of redundancy at the earliest opportunity and paid a redundancy sum in line with National Employment Standards.

15.6. Conclusion of a Contract

Your employment contract will have a start and end date. Close to the end of this period, your manager will remind you of the impending conclusion of your contract. No official “notice” period is required for employees on contract.

15.7. Employee References

No references, verbal or written, are to be given if the employee was terminated from their position.

You can request a reference in other circumstances. It is at the manager or franchisee’s discretion whether a reference is provided and whether this reference is written and verbal.

16. Personal Conduct Policies

16.1. Personal Appearance, Hygiene and Dress Standards Policy

The personal appearance and hygiene of employees is very important. Therefore, all Jellybeans Music employees should be neat, clean and wear the allocated uniform at all times when on client’s premises.

Personal appearance, hygiene and dress standards affect both work safety and the impressions of customers, stakeholders and visitors at the client’s workplace.

Jellybeans Music will not request an employee remove an item of clothing or alter their appearance if it interferes with their religious beliefs.

Where an employee’s attire and/or appearance are considered unacceptable or inappropriate to their position, management may request the employee to rectify this. If this is still



unacceptable or inappropriate, the employee may be subject to disciplinary action.

16.2. Personal Appearance and Hygiene

As a guide you must ensure you are styled appropriately:

- Hair is clean, neatly trimmed or styled and presentable at all times. This includes facial hair.
- Regularly laundered uniform.
- Jellybeans Music name badge is to be worn on the top left hand corner of your shirt, approximately 12-14 cm below the collar.
- You should also be attuned to your personal hygiene with your sense of smell. You may need to supply yourself with mints, a toothbrush or cologne if appropriate.
- Clothing accessories are appropriate to the job requirements, safety and professional capacity.
- Footwear must comply with Workplace Health and Safety requirements. It must also be:
 - Clean and in good condition
 - Fully enclosed
- Jewelry and body piercing/s must not pose a Workplace Health and safety risk and must not be unprofessional.
- Tattoos must not be visible when students and client's staff are present.
- Nails must be short at all times with no chipped nail polish.

16.3. What is our uniform?

Pants/trousers/Skirt:

- Must be clean, ironed and free of creases
- Preferably a single plain colour no patterns or designs on the fabric
- Pants/trousers/Skirts must be relatively fitted or tailored. No baggy pants, no short mini-skirts, no flared pants or trousers, no skinny or tight jeans and tights are not acceptable
- Shorts are acceptable providing they are tailored and knee length or longer
- Jeans or denim of any sort is unacceptable
- Comfortable sturdy shoes in good condition. Joggers/Runners/Sports shoes are not permitted
- Jellybeans Music uniform shirt, clean and free of creases
- During colder weather you are permitted to wear, **under** your uniform shirt, another



garment i.e. fitted short sleeve t-shirt or other fitted garment to provide extra warmth. This under garment should not protrude or be visible under your uniform shirt. You are not permitted to wear another garment on top of your uniform shirt when teaching in front of a class.

16.3.1. Wearing Uniforms

The appearance of Jellybeans Music staff is critical in shaping the customer's perception of Jellybeans Music.

- Employees will be supplied with a uniform, which remains the property of your Jellybeans Music franchisee. At the end of your employment with Jellybeans Music your uniform must be returned in fair wear and tear condition. If your uniform is lost or damaged, for any reason, full cost of a replacement shirt is your responsibility.
- Employees will be required to supply their own footwear and pants/skirts.
- Uniforms are to be worn in addition to any occupational health and safety requirements garments.
- If an employee requires new uniform items, you will need to discuss this requirement with your manager.

16.4. Language and Workplace Conduct

As you will be working primarily with children, special attention must be paid to your language, tone and manner of delivery of instructions. During your induction and training session we will cover in more detail, language and appropriate ways to deliver instructions. When in the presence of children you must never swear and must refrain from using slang words or telling inappropriate jokes or stories. Failure to comply with these instructions will result in misconduct actions taking place.

When you are in a client's staff room and other administrative areas, always remember that language you use may be unacceptable to others. You could offend other employees or customers

Do not use foul or inappropriate language in any Jellybeans Music client's premises.

16.5. Smoking Policy

Jellybeans Music aims to provide its employees with a healthy work environment.

Smoking in the workplace is a recognised health hazard and as such is not permitted at any time while on a client's premise.

Employees who smoke should ensure that they do so well away from the school location (or client's premises). Jellybeans Music management prefers that employees who smoke leave the client's premises in order to smoke. Employees should:

- Move well away from the main entrance of the premises and do not provide discomfort for others coming to and from the client's premises. Employees must minimise the time away from the workplace.
- Employees should ensure that they dispose of cigarette butts and other litter carefully.
- Employees need to adhere to the hygiene policies in relation to cleanliness and body odor and use body sprays or mints where appropriate.
- Smoking is only permitted during designated breaks.
- Employees are required to observe regulations where "No Smoking" signs are posted. These signs are generally recognisable as a red circle containing a lit cigarette with a line drawn diagonally through the circle.



What an employee does outside of working hours and off client's premises will not be the basis of any disciplinary action unless the behaviour of activity contravenes any of the points above.

Jellybeans Music does not pursue a policy of discharging employees or refusing to hire applicants based on whether or not they are smokers.

16.6. Drug and Alcohol Policy

Drug and alcohol abuse contributes to billions of dollars of lost productivity and thousands of workplace injuries every year. Jellybeans Music requires that all employees and management are to be sober and not under the influence of illicit drugs when presenting for work. Refer to the Drug and Alcohol Policy for further information

Drugs or Alcohol is forbidden on school premises.



The use, sale or possession of alcohol or drugs whilst working will result in immediate disciplinary action, up to and including termination and may also have legal consequences.

If any Jellybeans Music employee is discovered to be under the influence of drugs or alcohol at the client's workplace, in the interests of Jellybeans Music image and employees' safety, Jellybeans Music management and our client have the authority to prevent such individuals from entering a workplace immediately. Jellybeans Music Management and our client have the right to prevent such individuals from working for the remaining part of that day, should they deem that is necessary.

Management is required to assist an employee who has a drug or alcohol dependency by providing the opportunity for leave to attend counseling or rehabilitation programs. This must be kept completely confidential. A suitable agreement with the employee or member of management and their counselor will then be reached to facilitate a return to work.

This policy applies to the use of prescribed or over the counter medications which may affect your work place performance.

- You need to notify your manager of any medications you are taking regardless if they are prescription or not and whether you are taking them temporarily where these may affect your work performance.
- This is to be recorded in you personnel file.
- You may be suspended or terminated if Jellybeans Music concludes that you cannot perform your job to a satisfactory standard.

16.6.1. Drug Testing Policy

Jellybeans Music reserves the right to demand a drug or alcohol test of any employee based upon reasonable suspicion. Reasonable suspicion includes, but is not limited to physical evidence of use, involvement in an accident, work place incident or a substantial unexplainable decrease in work performance. Failure to take a requested test may lead to disciplinary action, including termination.

Under this policy, current and prospective employees may be asked to submit to drug and/or alcohol testing. No prospective employee will be tested unless an offer of employment has been made. However, successful completion of a drug and/or alcohol test can be a condition of the letter of employment.

All testing will be conducted by an independent licensed laboratory



16.7. Stealing

Stealing of Jellybeans Music assets including but not limited to our programs, percussion instruments, other equipment, Jellybeans Music Intellectual Property along with any property of our clients or students is against Jellybeans Music Code of Conduct and as such will be met with disciplinary measures up to and including termination. Further legal action may also be undertaken to recover our assets.

16.8. Attendance

Regular attendance and presentation for work at the appropriate time is expected of all employees.

Failure to comply with this policy may result in disciplinary action including but not limited to performance management.

You are required to be present and ready for work at least 20 minutes prior to the start of your scheduled time. Excuses such as car problems, inconsistent public transport or clock/radio/phone alarm malfunction will not be accepted.

Regular absence will not be tolerated. If regular or unexplained absences become a regular occurrence, you may be subject to warnings or other disciplinary measures up to and including termination.

16.8.1. What to do if you are going to be late?

If in the event you are late for a scheduled lesson, you must contact the client directly by phone as soon as possible. If you were unable to speak directly to the client you must immediately contact your Jellybeans Music Manager by phone. Your manager can then assist you in trying to contact the client. In every event of your being late for a scheduled lesson you must notify your manager by phone to advise you were late and the arrangements you have made with the client to make up any lost lesson time.

A text message to the client and your manager is not acceptable.



17. Employment Relations

Jellybeans Music's work conditions, wages and other benefits on offer to all its employees are competitive with those offered by other employers in this industry.

However, if you have issues or concerns, you are strongly encouraged to voice these concerns to your manager in the first instance or franchisee.

There will be no repercussions or consequences, formal or informal, inflicted upon an employee for raising an issue regarding work conditions, remunerations or benefits.

17.1. Personnel Files

A personnel file is kept for each employee of Jellybeans Music.

Your file may contain but is not limited to, copies of the following information and documents:

- Tax File Number (TFN)
- Resume and covering letter
- Any correspondence that has been conducted before the letter of offer (if any)
- Employee details form
- Letter of offer
- Position description
- Superannuation
- Bank account details
- Signed employment agreement
- Workers Compensation and Insurance Information
- Wage Payment records
- Performance Review Information

It is your responsibility to notify Jellybeans Music of any changes. Personal mailing addresses, bank account details, telephone numbers, number and names of dependents, individuals to be contacted in the event of emergency, educational accomplishments, and other such status reports should be accurate and current at all times.

The accuracy of these files is important for a number of reasons including:

- Compliance with industrial legislation
- In the case of an accident or emergency to notify family or next of kin



- For income tax deductions
- To ensure prompt receipt of organisational and taxation correspondence

17.2. Your Position Description

17.2.1. What are Position Descriptions?

- Each position description includes a summary, essential duties and responsibilities, qualifications and description of the nature of the work and any special requirements.
- Your position description may assist you in familiarising yourself with your new position.

17.2.2. Reviewing Your Position Description

- Your position description is periodically reviewed and revised to ensure they are kept relevant and up to date. All or parts may be rewritten to reflect changes in your responsibilities.
- You will need to review your position description periodically, generally prior to your performance evaluation.
- If you believe your position description is incorrect or not inclusive of your tasks, see your manager.

17.3. Payroll and Salary Review

17.3.1. What will you be paid?

You will be paid the appropriate rate for your position. You can find this information in your employment contract. You will be paid for only the hours noted in your teaching schedule (online calendar) and submitted via a timesheet.

17.3.2. Salary Reviews

If you would like to discuss your wages, see your manager or franchisee.



17.3.3. When will I be paid?

You need to submit a time sheet via the online portal in order to be paid. You can submit a timesheet at the completion of worked hours.

Payroll is run twice per month and paid via direct deposit. Actual payroll dates will be advised during your induction and training day.

Please note that the timing of bank transfers may take additional time depending on your bank.

17.3.4. Pay Corrections

If you believe you have been under or over paid, contact your manager or franchisee immediately.

17.3.5. Superannuation

We will pay the superannuation guarantee rate as mandated by law into your nominated superannuation fund on a quarterly basis.

If you do not nominate a superannuation fund, we will place your superannuation contributions into our preferred teaching and education industry super fund – First State Super – on your behalf.

17.4. Time Reporting

Employees should complete their time sheets at the conclusion of each shift or in a timely manner via the online portal. Other forms of time sheets will not be accepted. You will receive a walk through of how to use the online portal during your induction and training session.

Deliberately incorrectly completing time sheets may result in disciplinary action, up to but not limited to termination of employment.

If you notice after you submit a time sheet that you have made an error please contact your Manager who can arrange for the time sheet to be deleted. You will then be able to resubmit the time sheet.

You need to complete your time sheet with the following details:

- Your ABN, in the case of contract employees
- The school or client's name
- Appropriate date
- Number of hours completed



17.5. Your Roster

You are required to work for the entirety of your scheduled teaching - including the daily hours required and for the duration of the contract with the client. Your scheduled teaching times are as per the online portal. Your teaching schedule will be updated via the online portal prior to the commencement of the school term. Your Manager will inform you when all the schedules are updated for you to view on line.

Operational demands may result in variations to your teaching schedule. Your manager will discuss with you any major changes to your teaching schedule but please also regularly check the online portal for start and end times as well as variations in the total hours that may be scheduled each day and week.

17.6. Visas and Immigration

- It is a requirement under Australian law that you have the right to work in Australia via the correct Visa.
- Jellybeans Music reserves the right to ask if you have the correct working Visa and request to see the original copy of this document.
- Once this Visa has expired, Jellybeans Music may request to see your Visa renewal if you wish to continue with your employment.

17.7. Meetings and Communication

Team meetings will be held at a mutually convenient location and time at least once per school Term. Team meetings are a great opportunity to meet with your fellow Jellybeans Music teachers whom you will not see in your normal teaching schedule. Team meetings are an opportunity to discuss issues or problems with the Jellybeans Music Program, to discuss things that are working well and share ideas with each other. Team meetings will also provide management the opportunity to discuss upcoming clients or workload for coming terms.

These meetings are usually scheduled to take place within school holidays and usually no longer than 60 minutes.

You will be not be financially compensated for this time.



18. Leave Policy

- Annual leave is allowed according to your individual contract of employment.
- All planned leave must be applied for via a Leave Application Form, which must be approved and signed by your manager and franchisee.
- You must apply for leave at least four weeks in advance.
- You are expected to complete a Leave Application Form for all types of leave, which is required to be kept in your personnel file. Forms are available from the on line portal.

18.1. Annual Leave

- Permanent full time staff is entitled to a maximum of 20 days annual leave per year.
- Annual leave is calculated on a pro rata basis for permanent part time employees.
- Casual workers are not entitled to any paid leave provisions but can request time off.
- Annual leave will not be approved during the probationary period, unless agreed prior to commencement. Under this circumstance, leave that is not accrued may need to be taken as unpaid unless otherwise agreed at the time.

18.2. Forced Holiday Closures

- Jellybeans Music only operates during the state or territory public school dates. If you are a permanent full time or permanent part time staff member you are required to take annual leave when the business closes over public school holiday periods e.g. over the end of year Christmas/New Year school holiday period.
- If you have insufficient leave accrued for forced holiday closure periods, unpaid leave will need to be taken.

18.3. Personal and Sick Leave

- Sick leave, carer's leave and compassionate leave is included as part of personal leave.
- All permanent full time employees are entitled to ten days of personal leave annually. This covers a combination of sick leave/carer's leave and compassionate leave up to ten days. Personal leave is accrued monthly and is cumulative.
- Employees are required to firstly notify management, as soon as possible, if they are sick or unable to perform their work duties.



- Text messages are not a suitable method for employees to let their manager or franchisee know they are unable to work. This must be completed via phone.
- The manager may direct the employee to ring the school/client directly to inform them that they will be unable to attend to their teaching duties that day/s because of illness. Otherwise the manager or franchisee will contact the school personally.
- If the manager or franchisee are unable to provide a replacement teacher for the employee's scheduled teaching, the employee must make-up any missed teaching days at a time convenient to the school. Make-up days must be discussed with the school/client and the manager.
- The online calendar will be updated by the manager or franchisee to reflect sick leave days and any make up days required to fulfill a school or client's contracted hours.
- Medical certificates are required for personal leave more than two consecutive working days. Management may request a medical certificate for any other period of time if they deem this necessary.
- Upon your return to work, you will need to complete a Personal Leave Form and attach medical certificates if required.

18.4. Carer's Leave

- Permanent full time employees are entitled to take up to two days **unpaid** carer's leave each year if an immediate family member becomes ill or is involved in an unexpected emergency. This unpaid carer's leave would be utilised if/when paid personal leave has been exhausted.
- Paid carer's leave is considered to be a part of personal leave.
- The process for Carer's leave needs to follow the same process as Personal and Sick Leave. There is no requirement for a medical certificate.

18.5. Compassionate Leave

- Permanent full time employees are entitled to two days **unpaid** compassionate leave each year for each occasion where an immediate family member has died or the employee needs to spend time with a seriously ill family member. This unpaid compassionate leave would be utilised if/when paid personal leave has been exhausted.
- Paid compassionate leave is considered to be a part of personal leave.
- The process for Compassionate Leave needs to follow the same process as Personal and Sick Leave. There is no requirement for a medical certificate for compassionate leave.



18.6. Long Service Leave

You may be entitled to Long Service Leave after 10 continuous years of employment with Jellybeans Music.

The process for approving employee long service leave (after 10 years of employment) is the same as for annual leave.

18.7. Parental Leave

- If you have been employed for 12 continuous months prior to the birth or adoption placement, you are eligible for up to 52 weeks of unpaid parental leave.
- Parental leave applies to all permanent full time and permanent part time workers.
- Upon returning from parental leave, you are entitled to the same position you held prior to departing on leave.
- Where the previous position no longer exists, you are entitled to a position as nearly as possible comparable in status and pay to that of your former position.

18.7.1. Applying for Parental Leave

- An employee wishing to take **unpaid** parental leave must provide written notice along with a medical certificate or other appropriate official notice of adoption at least 10 weeks before starting the leave (or as soon as is practicable) including the intended leave start and end dates.
- You will need to use the Personal Leave Form available from the on line portal.
- Make sure that you confirm leave dates or any changes of dates at least four weeks before the leave starts.
- You may use any annual leave accrued at this time for this application.

18.7.2. Paid Parental Leave

- Employees are entitled to zero (0) weeks of paid parental leave from Jellybeans Music but may be entitled to government schemes and unpaid leave.
- The Federal Government offers a Paid Parental Leave Scheme, which can be received before or after existing entitlements such as annual leave or long service leave.

18.7.3. Parental Leave for Partners

- There are two distinct forms of partner parental leave:



- Short paternity leave is a period of up to one week available at the time of the birth of the child. Short paternity leave can be taken concurrently with the spouse's maternity leave.
- Extended partner parental leave is a further period of up to 51 weeks, which must be taken before the child's first birthday, for the purposes of being the primary-care provider of the child.
- All parental leave for partners is unpaid leave.
- The application process for partner parental leave is the same as parental leave.
- Partner parental leave is available to all full-time and part-time employees who have completed at least 12 months service with their employer.
- Partner parental leave does not break continuity of service, although it is not to be counted for the purposes of accruing other entitlements such as annual leave and long service leave.

18.7.4. Adoption Leave

- Adoption leave is unpaid leave available to permanent full and part time employees who are adopting a child under the age of five. There are two types of adoption leave available:
- Short adoption leave is an unbroken period of up to three weeks at the time of placement of the child. Both spouses may take this leave concurrently.
- Extended adoption leave refers to a further unbroken period to allow either a male or female employee to be the primary care-giver of the child. The maximum period of extended adoption leave is 52 weeks less any short adoption leave taken by the employee and any short or extended adoption leave taken by the employee's spouse.
- In other words, an adopting couple may take a total of no more than 52 weeks adoption leave.
- To apply for adoption leave, you need to lodge a standard Leave Application Form with the franchisee at least ten weeks (or as soon as is practicable) prior to the leave commencing. These dates will then need to be confirmed no less than four weeks prior to the date of commencement with management.

18.8. Emergency Services Leave

- Emergency Services leave is unpaid.
- You need to inform your manager and the franchisee that you have a membership in an emergency service organisation upon commencement of your employment with Jellybeans Music.



- If you are required to respond to a declared emergency or disaster:
- You must inform the franchisee by phone prior to attending the emergency or disaster. Text message is not appropriate as a means of communication. You must detail:
 - The likely period of absence
 - That the emergency is within the local jurisdiction of the emergency service organisation; and
 - The emergency is a declared emergency; and
 - You must complete a Personal Leave Form and attached proof of attendance at the emergency or disaster if possible.

18.9. Unpaid Leave

- If you would like to apply for leave without pay (unpaid leave) you will need to complete a Personal Leave Form.
- The application for unpaid leave will be considered on its merits and weighed against our business needs and the increased work pressure on other employees during such absence.

18.10. Educational or Study Leave

- You can apply for leave for educational or study purposes. Educational or Study Leave is unpaid leave.
- To qualify, you must be studying at an accredited educational institution in a field applicable to and required for your current job or for future advancement within Jellybeans Music.
- Discuss this with your manager or franchisee.

18.11. Jury Leave

- If you are requested to perform service as a juror, you will receive a fee from the Court. Jellybeans Music will not pay for any difference in the fee from the Court and your ordinary time rate of pay.
- You may be required to provide proof of your attendance, the duration of such attendance at jury service.
- You must inform your manager or franchisee as soon as possible after receiving notice that you are summoned for jury duty.



19. Accident Prevention and Risk Management

19.1. Risk Management

- Employees are required to conduct regular visual inspections of equipment and materials in order to identify unsafe conditions and practices.
- Equipment can include percussion instruments, other musical instruments or materials used during a Jellybeans Music lesson.
- If hazards are identified, the risks associated with these hazards must also be identified so that control measures can be put into place.
- If you see anything that you believe poses a risk to students or employees of the client where possible you must remove the equipment or material which is causing a hazard and notify your manager as soon as is practicably possible. You will need to complete the Instrument Repair and Replacement Form and return the equipment along with the form to your manager.

20. Visitors in the Workplace

- Employees are required to ensure that they maintain all safety standards as directed by the client. Employees are not allowed to bring or invite visitors, person or persons who are not authorised Jellybeans Music staff members, onto a school or client's premises.
- Employees are required to protect against theft, ensure equipment security, and protect confidential Jellybeans Music and client information and equipment.



21. Occupational Health and Safety

Jellybeans Music strives to achieve high standards of health and safety in all procedures and operations for all its employees and customers.

Employees are required to adhere to all Occupational Health and Safety policies of both Jellybeans Music and the school or client.

If you do not adhere to all these policies and procedures, you could be prosecuted and/or fined, and/or terminated.

A positive, proactive attitude and performance with respect to protecting health, safety and the environment by all employees, irrespective of their position, is demanded at all times.

Under occupational health and safety legislation Jellybeans Music is obliged to provide:

- A suitable safe working environment in which to conduct your lessons
- Safe equipment and materials
- Safe systems of work
- Information, instruction, and training

21.1. OH&S Objectives

Jellybeans Music has the following Workplace Health and Safety policy objectives:

- Providing a safe and healthy work environment for all employees.
- To make every reasonable effort to prevent accidents within our control to protect employees from injury and promote the health, safety and welfare of all employees.
- Promote health and safety throughout Jellybeans Music workforce and activities.
- Ensure that all employees are aware of the policy and comply with health and safety requirements.
- Jellybeans Music's policy and approach is designed to meet the company's business needs.
- Jellybeans Music aims to have zero injuries to employees.

21.2. OH&S Roles and Responsibilities

Employees have the responsibility to:

- Report or rectify any unsafe conditions that come to their attention and to report any such conditions to the school or client immediately, also notifying Jellybeans Music management or franchisee as soon as possible.
- Not to willfully or recklessly interfere with or misuse anything provided for workplace



safety;

- Not to willfully place at risk with workplace health and safety of any person;
- Not to willfully injure themselves;
- Work in a manner which ensures the health and safety of themselves and others;
- Participate in adequate safety information, training and supervision as required by Jellybeans Music or the school or client.

Jellybeans Music has the responsibility to:

- Identify and reduce the risks of work activities that have the potential to produce personal injury or occupational illness.
- Provide instruction, training and supervision to improve staff and managers understanding of workplace hazards, including safe work practices and emergency procedures.
- Involve employees in all occupational health and safety matters and consult with them on ways to recognise, evaluate and control workplace hazards.
- Ensure that everyone (including customers) comply with appropriate standards and workplace directions to protect their own and others health and safety at work.
- Provide adequate systems and resources to effectively manage rehabilitation and return to work processes.

21.3. The Occupational Health and Safety Consultation

- Jellybeans Music will consult regularly with its employees concerning occupational health and safety in the workplace using a variety of methods and channels.
- Each staff member may be requested to attend a meeting at which occupational health and safety information will be disseminated and workplace occupational health and safety matters will be discussed. A record of such meetings will be kept.
- Issues arising from such meetings will be referred to management for determination and action, with a record being kept of the outcomes.
- Notice boards (electronic) will be used to assist in the dissemination of information relating to occupational health and safety.

21.4. The Occupational Health and Safety Program

Jellybeans Music will implement and maintain a program of activities and procedures aimed at preventing accidents and incidents that will be continually reviewed and effectively carried out.

This program relates to all aspects of occupational health and safety including:

- Occupational health and safety training and education;
- Review of work design and standard work methods;

- Changes to work methods and practice, including those associated with technological change;
- Safety rules, including penalties;
- Reporting and recording of incidents, accidents, injuries and illnesses to schools and clients; and
- Provision of information to employees.

21.5. First Aid and Injury Management

Employees should familiarise themselves with the location of the First Aid Kit and First Aid Officers at the school or premises they are teaching at. Employees are to adhere to the First Aid and Injury Management policy of the school or client.



21.5.1. Hygiene and First Aid

If you are assisting or cleaning up after an incident, you must:

- Wash hands with soap, disinfectant and warm water if you come into contact with blood
- Wear gloves
- Dispose of all waste appropriately
- Do not share personal use items such as gloves, razors, nail scissors or towels
- Not vomit or spit into bins or sinks



21.5.2. Injury Management

It is important that in the case of any injury occurring, you fill out any appropriate documentation as required by the school or client. Employees should take a photocopy of any forms requested to be completed by the school or client and provide this to your manager. If the school or client does not require you to complete a form when there has been an injury, Jellybeans Music requires the employees to complete a Jellybeans Music *Employee Injury Form*.

All injuries no matter how minor should be reported to the school or client and Jellybeans Music management.

You will need to inform Jellybeans Music as soon as possible after the injury has occurred and provide the written documentation as noted above. Employee Injury Form is available from the on line portal.

22. Emergency Management

In the event of an emergency, the client is responsible for ensuring the safety of everyone on site. Jellybeans Music employees should be aware of and cooperate with the emergency procedures of the client.

22.1. Emergency Management Plan

A client's emergency management plan will include:

- Planned evacuation routes
- An assembly point once evacuation has taken place
- Diagrams hung on the walls, showing evacuation routes and assembly areas and emergency tools E.g. Fire Extinguishers and First Aid Kits
- A method of accounting for all students, staff and visitors on site, after the evacuation to ensure that no-one has been left in the building
- People who have responsibility for ensuring that areas are cleared of people
- An instruction to call the appropriate emergency service



22.2. Assembly Point

- In the event of an emergency you will need to secure all work material and switch off all equipment.
- You will need to follow the instructions and directions of the staff of the client.
- Assist staff of the client, where directed, to ensure all students proceed in a calm and orderly manner to the designated assembly points.
- You will need to meet at the designated assembly point as directed by the staff of the client.
- This point will be located a short but safe distance from the workplace.
- A roll call will commence and you will receive further instructions at this point.

22.3. Exit Point

- You need to locate all the exits from your workplace at your commencement with a new client.
- If you are at an unfamiliar location, you will need to familiarise yourself with all exits including fire exits when you arrive.
- A map may be located in or around the school office.

22.4. Fire Management Procedure

- If a fire breaks out at a workplace, you must ensure all students under your care are evacuated from the premises immediately. You will need to proceed to the designated assembly point.
- You must follow all instructions given by the staff of the client.
- Do not fight the fire yourself, or allow others to do so, unless you or they have been correctly trained.
- However, in some circumstances, using a fire extinguisher may be appropriate.

22.4.1. Fire Extinguishers

- You should be aware of where the fire extinguishers are located at your commencement with a new client. If you are at an unfamiliar location, you will need to familiarise yourself with the location of all fire extinguishers.
- Instructions on how to use fire extinguishers will be located on the body of the unit. Access to fire extinguishers should not be obstructed at any time.



22.4.2. Fire Blankets

Fire blankets may also be located at a workplace. They can be used to smother a fire but further fire fighting equipment may be required.

22.5. Gas Leak

If you smell gas in or around your workplace, you must turn off the gas at the meter and turn off any appliances or pilot lights. You must immediately notify the closest staff member of the client of the gas leak.

If it is safe to do so, you may open doors and windows for ventilation.

22.6. Lock downs

Each client's premises that you work at will have a different procedure for a lock down incident. You must familiarise yourself with the lock down procedure at each premise. A lock down occurs in situations such as, if an armed intruder is on site or a person/s or animal is on site that poses a threat to the safety and well being of staff and students. In the event of a lock down you will hear a special type of alarm or bell. The response to a lock down alarm varies according to each school but may include the following:

- Locking the door of the room you are in
- Drawing closed any blinds, curtains or window coverings
- Turning off any lights or projectors
- Ensuring all the students assume the allocated position which may be under desks, against the wall or inside a large storage room if there is one available in the room
- Ask all the students to stand/sit still, remain calm and quiet
- Follow all instructions given by client's staff

23. Manual Handling

- You need to be aware of the risks involved in manual handling if proper techniques are not practiced.
- Incorrect techniques increase the risks of musculoskeletal injuries.
- Please see the Jellybeans Music Manual Handling Policy for further information.

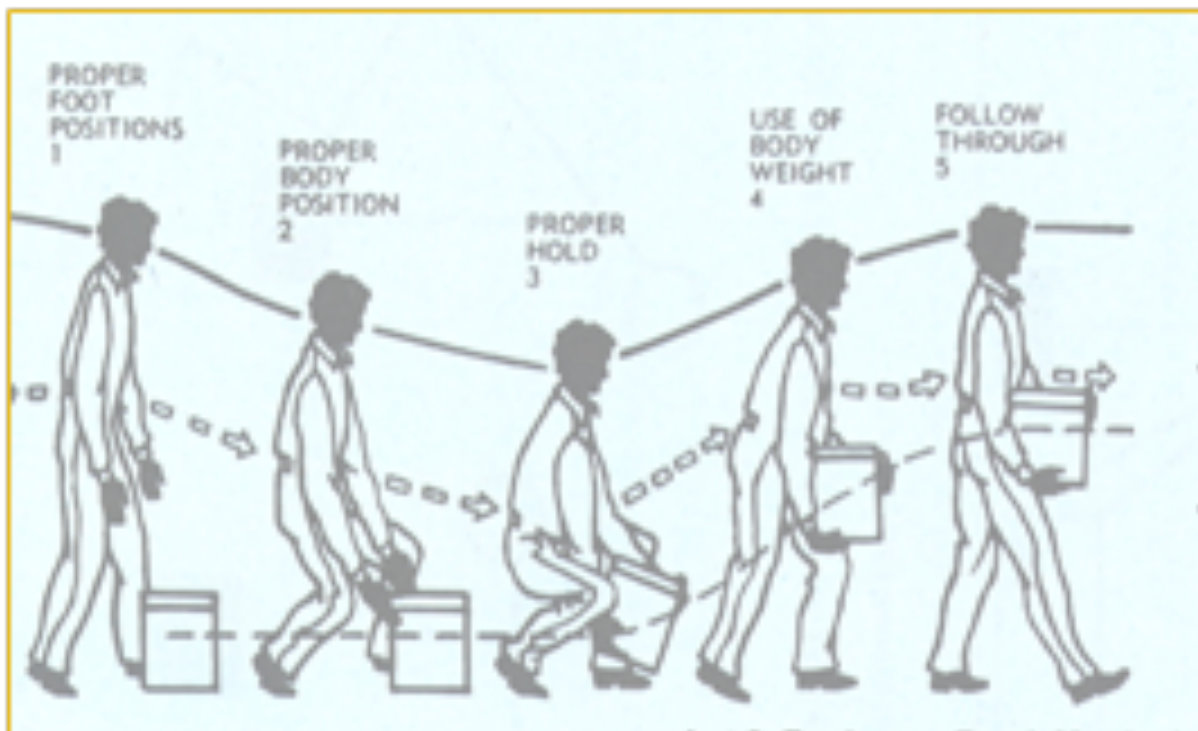
23.1. Manual Handling Training

You will receive general manual tasks training, including safe lifting techniques, at induction and again at regular intervals.

If you are required to perform manual task, which have been identified as high risk, you will receive more extensive training on safe work procedures relating to those high risk tasks at induction and at regular intervals to maintain competencies.

You will receive further training if a new manual task is introduced or when new equipment or materials are introduced into the workplace.

23.1.1. Safe Lifting Techniques





24. Plant and Equipment

24.1. Equipment Test and Tag

You may choose to use, at your own discretion, client equipment. You should not use equipment without a test and tag label or sticker.

24.2. Equipment Maintenance

Jellybeans Music franchisees are responsible for any necessary registration or regulatory requirements of equipment allocated to you to be used as part of your role. All equipment required to perform your role will be provided by your Jellybeans Music franchisee.

During each school term, or term of contract with a customer, you are required to each fortnight thoroughly inspect your equipment. You must identify any broken or damaged equipment to ensure risk of injury is eliminated and that the equipment is functioning correctly.

Each fortnight damaged or broken equipment is to be removed from the school or client's premises. At the end of each school term, or term of clients' contract, you are to report all broken equipment to your manager. Your manager will arrange for the equipment to be repaired or replaced. You may be required to take broken equipment to be repaired or to be given to your manager.

24.3. Company Property

Deliberately misusing company property will trigger performance management procedures to be implemented.

Treat company property as you would your own.



25. Workplace Harassment and Prevention

25.1. What is Workplace Harassment?

A person is subjected to workplace harassment if the person is subjected to repeated behaviour, by a person, including the person's employer or a co-worker or an employee of the client that:

- Is unwelcome and unsolicited; and
- The person considers it to be offensive, intimidating, humiliating or threatening; and
- A reasonable person would consider it to be offensive, intimidating humiliating or threatening.
- All harassment that is sexual or sex-based, racial or relates to a person's ethno-religion, marital status, pregnancy or potential pregnancy, actual or presumed, past, present or future disability, age, actual or presumed homosexuality, actual or presumed transgender status, or actual or presumed responsibilities as a carer is discriminatory and **will not be tolerated** in the workplace.

25.2. Why is Workplace Harassment Unacceptable?

Workplace harassment has detrimental effects on people and the business. It can create an unsafe working environment; result in a loss of trained and talented employees, the breakdown of teams and individual relationships and reduced efficiency.

Workplace harassment is unacceptable and will not be tolerated under any circumstances.

Harassment can induce significant dollar costs on the business by triggering sometimes complex grievance resolution procedures.

It can also decrease the efficiency of employees through psychological effects such as increased level of stress, loss of trust and sense of security as well as physical affects, namely tiredness, headaches and consequently being away from workplace due to illness.

25.3. Is Harassment One Incident or Many Incidents?

Harassment may consist of isolated incidents or a series of incidents or an ongoing pattern of behaviour.



25.4. When Does Certain Behaviour Become Harassment?

- Harassment is constituted even if only one person amongst a group hears or overhears an offensive, intimidating or humiliating comment.
- The person on the receiving end of the offensive conduct does not have to have said 'no' to the behaviour for it to count as harassment, as the law recognises that sometimes power imbalances may make it impossible to say 'no'.
- Harassment often happens when people use power wrongly. The power may be related to a position, for example a supervisor over someone they are in charge of.

What are some Examples of Harassment?

- Sexual or suggestive remarks;
- Making fun of someone because of their sex, race, colour, ethnic or ethno-religious background, descent or nationality, marital status, pregnancy and potential pregnancy, disability, age, homosexuality (male or female, actual or presumed), transgender and/or responsibilities as a carer;
- Verbal abuse, either privately or in front of other employee, customers or members of the public;
- Threatening gestures;
- Threats of overly severe or unjustified consequences (such as dismissal);
- Humiliating an employee through sarcasm, insults and persistent unjustified criticism, especially in front of others;
- Spreading gossip, malicious rumours or making vexatious or frivolous complaints or unsubstantiated allegations;
- Unjustifiably removing and/or replacing areas of responsibility with menial or trivial tasks;
- Unfairly undervaluing an employee's contribution in comparison with other employee, which may include denying opportunities for performance feedback;
- Unreasonably denying opportunities for training and development, or acting in promotional positions;
- Placing unreasonable demands on an employee's performance or setting unreasonable objectives or deadlines;
- Excessive performance monitoring, especially in comparison with other employees;
- Deliberately sabotaging an employee's work by failing to provide essential information,



not passing on messages, or deliberately withholding information in order to negatively affect their work;

- Failing to assist an employee with work difficulties but pointedly assisting other employees in similar situations;
- Unreasonably excluding employees from workplace social events and/or not talking to them at all;
- Patterns of behaviour, which can be, considered unreasonable and inappropriate workplace behaviour because of lack of respect or regard for the dignity of the targeted individual;
- Treatment which is less favourable treatment of a targeted individual than others in the workplace;
- Unfairly taking credit for the work done by the targeted individual or concentrating only on negative aspects/characteristics of the targeted worker
- Imitating someone's accent or disability;
- Unwanted sexual propositions;
- Repeated, unwelcome invitations to go out with someone;
- Spreading sexual rumours about someone;
- Obscene or racist, sexist, anti-gay, ageist telephone calls, letters, faxes, or e-mail messages;
- Obscene or racist, sexist, anti-gay (and so on) language or illustrations in any work-sponsored publication;
- Offensive jokes;
- Repeated, unwelcome questions about someone else's personal life;
- Sexual, sexist, racist, anti-gay (and so on) threats or insults;
- The use of language that is not suitable in the workplace-for example,
- Sexual, sexist, racist, anti-gay (and so on) name calling;
- Referring to a person who is transgender by their previous name or gender, or calling him or her 'it';
- Downloading pornography from the Internet;
- Displaying any pornography (soft or hard) or any sexual or naked pictures anywhere that any other employee, customer, or visitor to our workplace can see them;
- Stalking another employee, customer, or workplace visitor;



- Showing of X-rated videos;
- Putting sexually suggestive, offensive or degrading/insulting material on walls, computer screen savers, faxes, e-mail, and so on;
- Suggestive looks or leers;
- Unwelcome practical jokes;
- Displaying or circulating racist, sexist and so on cartoons or literature;
- Mimicking someone with a disability;
- Ignoring someone, not sharing information with someone, or being particularly cold or distant with them;
- Offensive hand or body gestures;
- Unnecessarily leaning over someone or standing too close to them;
- Wolf whistling;
- Continually ignoring or dismissing someone's contribution in a work meeting or discussion;
- Unnecessary physical contact-pinching, patting, brushing up against a person, touching, kissing, hugging against a person's will;
- Pushing, shoving or jostling

What is Not Considered Harassment?

- Expressing differences of opinion
- Providing constructive and courteous feedback, counseling or advice about work-related behaviour and performance
- Carrying out legitimate or reasonable management decisions or actions, undertaken in a reasonable way and with respect and courtesy, for example:
- Taking action to transfer an employee
- Allocating work to an employee, and setting reasonable goals, standards and deadlines
- Making a decision not to select an employee for promotion
- Warning employees about unsatisfactory performance

You can choose to raise a grievance formally or informally. Once the matter is raised, your Manager will discuss the process and options with you. The process, which is undertaken, will depend on the nature of the issue.



Raising a Grievance Informally

In the event of having a grievance, as the first step, the employee may raise the issue informally with the immediate manager who will try to address the issue. If the matter could not be resolved, then the formal procedure could be taken. It is recommended that a written record of each incident is kept.

If the unwelcome behaviour continues, continue onto the formal grievance procedure.

The Formal Grievance Procedure

The employee should put their grievance in writing. You do not need to state that their complaint is a formal grievance; however it would be helpful if they would do so.

25.5. What are the Consequences of Contravening this Policy?

If after an investigation, management finds the complaint is justified, management will discuss the appropriate outcomes with all involved. These outcomes may include:

- Referring the complaint to the Jellybeans Music client.
- Disciplinary action to be taken against the perpetrator (counseling, formal warning or dismissal) where the perpetrator is an employee of Jellybeans Music.
- Staff training
- Additional training for the perpetrator or all staff, as appropriate
- Counseling for the complainant
- An apology (the particulars of an apology need to be agreed upon between all parties).

26. Technology Use

26.1. Phone Use

- It is expected that private phone calls will be kept to lunch and recess breaks.
- In the case of mobile phones, all employees are reminded and expected to abide by all laws preventing the use of cellular phones whilst driving a vehicle unless hands free facilities are used.
- You are not permitted to use your personal mobile phone during your lesson times with students unless by prior arrangement with your manager.



26.2. Social Media Policy

Whether or not employees choose to create or participate in social media is their decision. Jellybeans Music recognises that emerging online collaboration platforms are fundamentally changing the way individuals and businesses communicate. It is the responsibility of each employee to fully understanding the Jellybeans Music Online Social Media Policy. In summary:

- Jellybeans Music does not want information shared that isn't meant to be public
- Jellybeans Music and any related company logos and items related to the Company are not to be used.
- Employees must differentiate themselves and state their tweets or posts are theirs alone and not associated with Jellybeans Music. For example "I work for Jellybeans Music and this is my personal opinion" or "I am not an official spokesperson but my personal opinion is..."
- Beware of privacy issues
- Use your common sense
- Play nice, and be honest
- When in doubt, don't post
- Know that the Internet is permanent, once it's online; it is part of a permanent record.

Failure to comply with the Online Social Media Policy may result in disciplinary action, up to and including termination along with civil or criminal penalties as provided by law.

27. Conflict of Interest

- You have an obligation to conduct business within guidelines that prevent actual or potential conflicts of interest.
- Conflicts of interest arise where the personal, professional or business interests of an employee are at odds with the best interests of Jellybeans Music.
- All employees are required to act in good faith and in the best interests towards their employers and be aware if the potential for a conflict of interest arises.
- When conflicts do arise, the interests of Jellybeans Music will be well balanced against the interests of all staff.

You must:

- Declare any potential or actual conflicts of interest that may exist prior to employment or during employment
- Avoid being placed in a situation where there are conflicts of interest



- Advise your manager or the franchisee of any employment, part time, full time or casual, outside of Jellybeans Music.

27.1. Outside Employment

Outside employment is the engagement of any employee with any employment or business outside of Jellybeans Music while Jellybeans Music employs them. Outside employment is prohibited where it:

- Arises from the same nature or associated duties in Jellybeans Music
- Is considered to be cooperating with a competitor
- Interferes with your performance and efficiency at Jellybeans Music
- Interferes with your working time

In order for the employee to become involved in outside employment; the employee should email management for approval before engaging in such employment.

The application to apply for approval for outside employment should include:

- The nature of the work
- Full name and address of the potential employer
- The place of work
- Hours and or days
- A declaration that such employment will not interfere with your performance at Jellybeans Music
- Other information that would help in proper assessment of the application

The initial approval will be valid for one year and requires annual review of your performance. Your Manager or franchisee will decide subsequent approvals.

28. Intellectual Property and Security

- All information, discoveries, contact, inventions, programs and documents produced and developed by you during employment with Jellybeans Music will remain the property of Jellybeans Music.
- In the course of employment, you may be given access to property, keys to premises, PIN codes, businesses information and sensitive data. This must be protected and used in the best interests of Jellybeans Music.
- You are responsible for your own belongings. You are encouraged not to bring valuable items to work.



- You are forbidden to disclose, be involved in the disclosure, authorise disclosure or use any confidential information outside of the performance of your duties.
- This policy extends to prior, during and following your employment with Jellybeans Music unless a franchisee's written consent has been given or disclosure is required by law.
- Confidential information includes any information regarding Jellybeans Music and their customers or associated business, which is not in the public domain. It can include:
 - Business processes
 - Past, present or future Jellybeans Music programs, activities or modules
 - Customer details including names, addresses, phone numbers
 - Customer lists and preferences
 - Financial Information
 - Marketing strategies
 - New materials research
 - Pending projects and proposals
 - Research and development strategies

Failure to comply with this policy may result in disciplinary action including but not limited to dismissal.

29. Cash Handling

Employees may have the responsibility of handling cash from the sale of instruments while on a client's premises. If you are charged with this responsibility you will need to discuss the procedure required by your franchisee to bank cash takings.

Errors in cash handling may occur but significant or regular variances will be viewed as a serious situation and you will be required to provide a full explanation.

30. Company Equipment

In order to fulfill your role you will be given equipment to use, which belongs the company. Included but not limited to the following items:

- Percussion kit consisting of:
 - - 30 Angel Glockenspiels
 - - 8 headless tambourines



- - 4 Optimum castanets
- - 4 claves + clave boat holder
- - 8 triangles
- - 1 set sound shape drums
- - 30 rhythm sticks
- Jellybeans And Other Suites books:
 - Jellybeans And Other Suites Book #1
 - Jellybeans And Other Suites Book #2
 - Jellybeans And Other Suites Book #3
- A set of laminated solfege cards

Employees have the responsibility for the secure handling and storage of these instruments/resources while on a client's premises or at your place of residence. Fair wear and tear excepted, loss or willful damage of instruments will require the employee to repair or replace the instruments like for like.

30.1. Staff Equipment – sound system

Your places of work will vary greatly from school to school. During the booking process for a school we try and ensure that a central location, at the school, is allocated for Jellybeans Music lessons. Often the central location will be the school hall, which contains its own sound system. Most schools have an adequate sound system that you can use for playing music during your lessons. However, some schools do not have a suitable sound system. It is the responsibility of the employee to provide a suitable replacement sound system to use during lessons. Concerns with this policy should be referred to your manager.

31. Program Folders and Other Resources

During the booking process for our program a school may include Jellybeans recorders with their purchase price. When recorders are included in the allocation of resources for a school your manager will arrange for a delivery of recorders to your residence for you to take to the school and distribute on your first day. Otherwise recorders may be posted or couriered directly to the school.

Via the online portal your manager will advise the number of recorders purchased by the school and to whom these recorders are to be allocated. You must ensure that you follow instructions given by your manager with regard to handing out recorders.

Recorders are normally only purchased for use by students in year 3 upwards.



The other resource commonly given to students at schools is our Jellybeans Music folders. Your manager will arrange for a delivery of folders to your residence for you to take to the school and distribute on your first day. Otherwise folders may be posted or couriered directly to the school.

Via the online portal your manager will advise the number of folders allocated to the school and to whom these folders are allocated. You must ensure that you follow instructions given by your manager with regard to handing out folders.

Jellybeans music folders are normally only allocated to students in year 1 upwards.

32. Program music – updating the web site & photocopying

As per your induction and program training you will have been advised on the company procedure with regard to updating the web site and photocopying of program music booklets. However we wish to reiterate here, the company policy on this matter.

When a school signs up to our program they are given access to their course material via our web site. When you, as a Jellybeans Music teacher, create individual classes and assign programs to those class students and parents will be able to view their course material.

The first important thing to note is that if you don't create your classes and assign a program there is nothing to view on the web site. The second important point to note down is the password for each individual class. At the start of the Jellybeans Music program at a school your manager or franchisee will have advised the school via a Welcome Note the passwords for all your classes. It is important that you advise each class, during their first lesson, what their password is. Ask the students to write the password inside the cover of their Jellybeans Music folder, if they have one.

Once to you have completed the above actions the course materials are available on the web site. It is the schools decision if they would like students to access and print materials at home or for their school office to print materials. Preferably before your first day at a school (site visit prior to starting) you will have discussed with the school their preference with regard to this matter. It is the school's decision if they wish to photocopy music. You should note that this matter of photocopying was stated on the final booking step that the school signed when booking our program. If you have any issues or concerns with this matter please discuss this with your manager.