



# Employee Handbook

Author: Phibeon Muranganwa (Managing Director)

Phil Terry Healthcare Services (Pty)Ltd.

# CONTENTS

PAGE

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1	INTRODUCTION .....	1
	OUR PHILOSOPHY .....	2
	PHIL TERRY HEALTH CARE SERVICES AND NDIS .....	3
	VISION .....	3
	MISSION STATEMENT .....	3
	VALUE STATEMENT .....	3
2	JOINING THE ORGANISATION .....	4
3	REMUNERATION AND HOURS .....	6
4	ANNUAL LEAVE .....	8
5	PERSONAL LEAVE .....	9
6	OTHER LEAVE .....	12
7	SAFEGUARDS .....	13
8	STANDARDS .....	14
9	GENERAL TERMS .....	16
10	WHISTLE-BLOWERS .....	18
11	CAPABILITY .....	18
12	DISCIPLINARY .....	19
13	GRIEVANCE .....	23
14	PRIVACY .....	24
15	EQUAL OPPORTUNITIES AND ANTI-DISCRIMINATION .....	26
16	MOTOR VEHICLES .....	27
17	TERMINATION OF EMPLOYMENT .....	29
18	ACKNOWLEDGEMENT FORM .....	30

# 1 INTRODUCTION

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## 1.1 WELCOME

Phil Terry Health Care (**the Employer**) would like to wish you every success during your employment, whether you recently joined or whether you are an existing employee. It is hoped that your experience of working with us is positive and rewarding.

## 1.2 PURPOSE OF THE EMPLOYEE HANDBOOK

The Employee Handbook sets out the Employer's rules and regulations, the policies and procedures relating to your employment and also contains information on your benefits and protections. If you require any clarification or additional information, please speak to your manager. All employees are required to comply with the Employee Handbook. Therefore, we ask that you read the content carefully as you may be subject to appropriate disciplinary action (up to and including termination) in the event that you breach the Employee Handbook.

## 1.3 PRINCIPLE OF EQUALITY

The Employer is committed to providing equal opportunities and the principle of equality in accordance with relevant legislative provisions. We are confident that you share our commitment in implementing these policies.

We will not tolerate any unlawful discriminatory act or attitude in the course of your employment or in your dealings with our clients, suppliers, contractors, members of the public or fellow colleagues. Acts of unlawful discrimination, harassment or victimisation will result in disciplinary action.

## 1.4 GENERAL

Amendments to this Employee Handbook will be issued from time to time.

This Employee Handbook does not form part of your contract of employment, unless expressly stated otherwise. However, in any event, the Employee Handbook may be considered when interpreting your rights and obligations under your terms of employment.

## 1.5 ACCESS TO AWARD AND THE NATIONAL EMPLOYMENT STANDARDS

Where relevant, an electronic copy of the award and the National Employment Standards (**NES**) are available on request.

## OUR SERVICE DELIVERY APPROACH

Phil Terry Health Care Services provides services within a holistic person-centered approach. We operate within a philosophy of individual risk management based on supporting dignity of risk for each person accessing our services. We provide therapeutic services based on the best interest of **individuals**, their family and support network to build capacity and independence for people accessing our services.

We are committed to providing early intervention services and implement active engagement strategies to support access to our services. We strive to provide a safe environment for all our stakeholders including staff, volunteers and people using our services. We ensure premises are accessible and provide a flexible and responsive service which is able to respond to each individual's needs.

We identify barriers to service through our consultations with stakeholders, feedback processes and strategic planning and put systems in place to ensure these barriers are addressed.

We respect that we have a diverse community and strive to support people to access our services using a range of resources which are appropriate to each person's needs. This includes but is not exclusive to: culture, religion, Aboriginal and Torres Strait Islander background, disability, age or developmental stage.

## OUR PHILOSOPHY

Phil Terry Health Care Services is dedicated to giving people with disabilities greater choice, control and freedom – empowering them to live life on their own terms across New South Wales. Phil Terry Health Care Services supports people with disabilities by enabling them to realise their personal aspirations and goals. For us, having a disability should never limit the degree of choice and control people have over their own lives, and we work hard to make sure the people we support get a fair go.

There's a world of opportunities and experiences out there, and we are here to help people with disabilities make the most of it. At Phil Terry Health Care Services, we believe in challenging the status quo to create a society that is fairer and more inclusive of people with disabilities. For us, there's nothing more satisfying than discovering where someone wants to go and supporting them in getting there - bringing family members, friends, and carers along on the journey.

Relentless in our pursuit of inclusion and equality, we are committed to ensuring people with a disability are given the respect and opportunities they deserve. Sometimes this means speaking out against injustice, sometimes it's a matter of changing people's perceptions and behavior through education. We're not afraid to ask the tough questions and have thought provoking conversations - whatever it takes to inspire positive change.

## PHIL TERRY HEALTH CARE SERVICES AND NDIS

At Phil Terry Health Care Services, we are excited about the improved outcomes the NDIS will bring to people with a disability across Australia, and we are here to help make these positive changes happen.

We are committed to innovation as well as best practice, evidence-based service delivery, to ensure we are constantly striving for better and smarter ways to meet the needs, desires and goals of our clients. Our service delivery is centered on our clients and involves them and their supporters in every aspect of their care. We pride ourselves on our quality service delivery and supporting clients to participate in and belong to the community, while becoming independent, autonomous directors of their own care.

Phil Terry Health Care Services is a Registered NDIS Provider and complies with all New South Wales and Commonwealth Government requirements for the delivery of quality and safe disability support services.

## VISION

Phil Terry Health Care Services vision is a society that is fairer and more inclusive of people with a disability

## MISSION STATEMENT

Phil Terry Health Care Services mission statement is to fulfil the physical, emotional, social, intellectual and spiritual needs of people with disabilities and their families and carers, to help them develop their full human potential

## VALUE STATEMENT

All of Phil Terry Health Care Services operations and activities are built upon our **Values** of:

- Inclusion and Equality
- Respect
- Choice, Control and Freedom
- Innovation Holistic, person-centered care

## 2 JOINING THE ORGANISATION

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### 2.1 INDUCTION

At the start of your employment, you may be required to complete an induction programme, during which all of our policies and procedures (including, where relevant, those relating to Health and Safety) will be explained and/or provided to you, as necessary. Information relating to these will be given to you at the induction.

### 2.2 PROBATIONARY PERIOD

The length of your probationary period is set out in your contract of employment. Casual employees are not subject to a probationary period. During this period, your work performance and general suitability will be assessed and, if it is satisfactory, your employment will continue. However, if your work performance is assessed as generally unsuitable, the Employer may either take remedial action (which may include the extension of your probationary period) or terminate your employment at any time prior to confirmation of your employment.

We reserve the right not to apply full capability and disciplinary procedures during your probationary period.

### 2.3 EMPLOYEE TRAINING

At the commencement of your employment, you will receive any training necessary for your specific job. As your employment progresses, your role may be extended to encompass new activities within the Employer's business. You are expected to participate in any training deemed necessary for you to perform your role at the required standards.

### 2.4 TRAINING AGREEMENT

The Employer has a policy of encouraging its employees to undertake training in order to advance their career to the benefit of both the Employer and the individual.

The Employer may agree to contribute to the cost of the training. In this event, you may be asked to enter into a specific agreement for training (**the Training Agreement**). However, where the Employer has contributed to your training and your employment is

terminated, for whatever reason, the Employer will seek reimbursement of the costs in line with the Training Agreement. Further details are available separately.

## **2.5 JOB DESCRIPTION**

You may be provided with a job description to help illustrate your role. Amendments may be made to your job description from time to time in relation to the Employer's changing needs and your own ability.

## **2.6 PERFORMANCE AND REVIEW**

The Employer's policy is to monitor your work performance on a continual basis so that we can maximise your strengths and

help you with any development areas.

We have an employee appraisal scheme in place for the purpose of monitoring employee performance levels with a view to maximising the effectiveness of individuals.

## **2.7 AVAILABILITY**

Availabilities are to be provided to the Employer in writing. Any changes to your availabilities must be provided to management in writing. Changes to casual staff availability may result in less hours being offered and changes to permanent availability may only occur by agreement with the Employer.

## **2.8 JOB FLEXIBILITY**

Whenever necessary, you will transfer to alternative duties within the Employer's business. During holiday periods, for example, it may be necessary for you to take over duties normally performed by colleagues. This flexibility is essential for operational efficiency as the type and volume of work is always subject to change.

## **2.9 MOBILITY**

It is a condition of your employment that you are prepared, whenever applicable, to travel to any other of our sites or client sites within a reasonable travelling distance. This mobility is essential to the smooth running of the business.

## **2.10 CONVICTIONS AND OFFENCES**

During your employment, you are required to immediately report to the Employer any convictions or offences with which you may be potentially or have been charged.

## **3 REMUNERATION AND HOURS**

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### **3.1 ADMINISTRATION**

#### **i) Payment**

Wages are processed weekly on Thursday and will normally arrive in your bank account by Friday, depending on your bank. Wages will be paid in arrears.

You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions that have been made and the reasons for them, for example, tax and agreed deductions.

Any pay queries that you may have should be raised with management. Your pay is to be considered confidential and should not be discussed with other employees.

#### **ii) Overpayments**

If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment. If this would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period.

#### **iii) Tax**

At the end of each tax year you will be given a summary statement showing the total pay you have received during that year and the amount of deductions for tax and other matters. You should keep this document in a safe place as you may need to produce them for tax purposes.

#### **iv) Overtime**

Where you feel that additional hours are outside your normal duties, you must have these hours approved, in writing, by management prior to working these hours. You will not be paid any overtime unless this approval has been provided.

Additional hours worked to complete your ordinary duties, for example, staying back late to correct your own erroneous work, will generally be considered reasonable additional hours and will not ordinarily be paid as overtime.

### **3.2 SUPERANNUATION**

Superannuation contributions will be made on your behalf in accordance with legislation.

### **3.3 TIME RECORDING**

You are required to comply strictly with any time recording procedures relating to your work. Specifically, you must complete regular timesheets and submit them every Monday morning to the Employer via email.

### **3.4 HOURS OF WORK**

You may be rostered to work Monday to Sunday. Currently, the usual business hours are 24 hours a day.

### **3.5 LATENESS/ABSENTEEISM**

You are required to be present and ready to commence work at your rostered starting time. You must return to work following authorised breaks, punctually and at the time you are to resume work.

In the event you are going to be late to work, or following an authorised break, you are required to notify your manager as soon as possible and indicate when you expect to arrive.

All absences due to illness must be notified in accordance with the sickness reporting procedures set out in this Employee Handbook.

Lateness or unauthorised absence may result in disciplinary action and/or loss of pay.

### **3.6 BREAKS**

Breaks are to be taken when arranged by the Employer. You are required to adhere to the break length as directed by management and be ready to commence work at the end of the break. You are required to notify management immediately if you are struggling to take the break, so that it can be rectified or varied.

### 3.7 SHORTAGE OF WORK

If there is a temporary shortage of work for any reason, we will try to maintain your continuity of employment. With your agreement, we may place you on reduced hours, or alternatively, temporary leave. If you agree to be placed on reduced hours, your pay will be reduced according to time actually worked. If you are placed on leave, this will be processed as leave without pay unless you elect to utilise any accrued leave entitlements.

### 3.8 STAND DOWN

The Employer may send you home where there is no useful work for you to do, such as during:

- breakdown of equipment
- industrial action or
- a cause which the Employer cannot reasonably be held responsible, such as natural disaster.

This list is not exhaustive. Generally, you will not be paid for this time. However, by agreement you may be able to access accrued leave.

## 4 ANNUAL LEAVE

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### 4.1 ANNUAL HOLIDAYS

You are entitled to accrue annual leave in accordance with the NES, unless otherwise stated in your contract of employment. For the avoidance of doubt, casual employees are not entitled to annual leave. Your annual leave pay will be at your normal basic pay unless shown otherwise in your contract of employment.

It is the Employer's policy to encourage you to take all of your holiday entitlement in the current year.

You must complete the **Leave Request Form** and have it approved by management before you make any firm holiday arrangements.

You must give at least four weeks' notice of your intention to take annual leave of a week or more and weeks' notice is required for odd single days.

Annual leave dates will normally be allocated on a "first come, first served" basis whilst ensuring that operational efficiency and appropriate staffing levels are maintained throughout the year.

The Employer may experience busy periods during the year and therefore may not be able to accommodate any requests for annual leave during these periods.

Due to the nature of the business, the Employer can only accommodate a limited number of employees taking annual leave at the same time.

## **4.2 PUBLIC HOLIDAYS**

Your entitlement to public holidays is in accordance with the NES, unless otherwise stated in your individual contract of employment. However, due to the nature of the Employer's work, you may be reasonably required to work a public holiday. You will be given advance notice if work on a public holiday is required.

# **5 PERSONAL LEAVE**

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## **5.1 ENTITLEMENTS**

You are entitled to be paid for personal leave in accordance with the NES, unless otherwise stated in your contract of employment. For the avoidance of doubt, casual employees are not entitled to paid personal leave.

Paid personal leave accrues over the course of your employment.

Full time employees will accrue up to ten days of paid personal leave for each year of continuous service. Part time and fixed-term employees are entitled to this entitlement on a pro-rata basis.

Personal leave accrues, and will be credited to you, progressively throughout the year.

Unused leave will not be paid out on termination.

You are entitled to take personal leave:

- because you are not fit for work due to a personal illness or personal injury affecting you or
- to provide care or support to a member of your immediate family, or a member of your household who requires your care and support because of:
  - a personal illness or injury affecting the member or
  - a sudden or unexpected emergency affecting the member.

If your entitlement to personal leave is exhausted, you may take two days' unpaid carer's leave for each occasion when a member of your immediate family or a member of your household requires your care and support because of:

- a personal illness or personal injury affecting the member or
- a sudden or unexpected emergency affecting the member.

An immediate family member is a:

- spouse
- de facto partner
- child
- parent
- grandparent
- grandchild
- sibling or
- child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner.

A household member is any person who lives with you.

## **5.2 NOTIFICATION OF PERSONAL LEAVE**

You must notify Phibeon by telephone or text message on the first day of incapacity or at the earliest possible opportunity and, in any case, as soon as possible to assist the Employer with management of work and organise a replacement.

Emails are not an acceptable method of notification. Other than in exceptional circumstances notification should be made personally to Phibeon.

You should try to give an indication of your expected return date and notify the Employer as soon as possible if this date changes. The notification procedures should be followed on each day of absence, unless you are covered by a doctor's medical certificate.

If your incapacity extends to more than seven days you are required to notify us of your continued incapacity once a week thereafter, unless otherwise agreed.

## **5.3 EVIDENCE**

A medical certificate from a registered health practitioner or if not reasonably practical, a statutory declaration is required for all personal leave, unless otherwise agreed by the Employer in specific circumstances.

The Employer retains the discretion to require evidence for carer's leave. The Employer will notify you of this requirement as appropriate.

#### **5.4 RETURN TO WORK**

You should notify your manager as soon as you know on which day you will be returning to work, if this differs from a date of return previously notified. On return to work after any period of personal leave, you may be required to attend a return to work interview to discuss the state of your health and fitness for work. Information arising from such an interview will be treated with strictest confidence.

You may be required to provide a certificate from your own doctor stating that you are fit to return to your duties. This will always be required where you have suffered a workplace injury/illness that required medical treatment. If you have been suffering from an infectious or contagious disease or illness such as rubella or hepatitis, you must not report for work without clearance from your own doctor.

#### **5.5 GENERAL**

Submission of a medical certificate may not always be regarded as sufficient justification for accepting your absence. Sickness is just one of a number of reasons for absence and although it is understandable that if you are sick you may need time off, continual or repeated absence through sickness may not be acceptable to the Employer.

In deciding whether your absence is acceptable, the Employer will take into account the reasons for your absences and extent of them, including any absence caused by sickness/injury. We cannot operate with an excessive level of absence as all absence, for whatever reason, reduces the Employer's ability to operate successfully.

The Employer will not tolerate any non-genuine absences, and any such instances will result in disciplinary action being taken.

If considered necessary, we reserve the right to ask your permission to contact your doctor and/or for you to be independently medically examined.

## **6 OTHER LEAVE**

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### **6.1 PARENTAL LEAVE**

If you or your partner become pregnant or are notified of a match date for adoption purposes, you should notify management at an early stage so that your entitlements and obligations can be explained to you.

Under the NES, employees who will have at least 12 months of continuous service as at the expected date of birth of the child, are entitled to 52 weeks of unpaid parental leave. Casuals with regular on-going work are also entitled to unpaid parental leave. You may request an additional 52 weeks of leave which will only be refused by the Employer on reasonable business grounds.

Other forms of leave, such as annual leave and long service leave, may be taken concurrently with parental leave, but when combined with the unpaid parental leave must not exceed the 52-week period.

Leave is available only to the primary caregiver of the child, except at the birth of the child where the other parent is entitled to eight weeks of concurrent unpaid leave. Any parental leave taken by the other parent will be deducted from the total entitlement of 52 weeks unpaid leave.

You must give the Employer at least ten weeks prior notice of your intention to take unpaid parental leave. This can be done in accordance with the Employer's leave application procedures.

When advising of your intention to take unpaid parental leave you must provide the following:

- a medical certificate indicating the expected date of birth of the child, or, where the leave is adoption related, the expected date of placement
- an expected return date and
- details of any parental leave your partner intends to take.

### **6.2 COMPASSIONATE LEAVE**

Full time and part time employees are entitled to two days paid compassionate leave for each occasion when a member of your immediate family, a member of your household or your spouse's immediate family:

- contracts or develops a personal illness that poses a serious threat to their life or
- sustains a personal injury that poses a serious threat to their life or dies.

### **6.3 LONG SERVICE LEAVE**

You are entitled to long service leave in accordance with the relevant laws of the state in which you are employed. Long service leave should be taken as soon as reasonably practicable after you become entitled to it.

### **6.4 COMMUNITY SERVICE LEAVE**

You are entitled to community service leave in certain circumstances. Community service leave is for eligible community service activities such as SES and volunteer fire fighting. Community service is generally unpaid.

Your entitlement for payment for Jury Duty will depend on the relevant state and federal legislation.

### **6.5 TIME OFF**

Circumstances may arise where you need time off for medical/dental appointments, or for other reasons.

Where possible, such appointments should be made outside normal working hours. If this is not possible, time off required for these purposes may be granted at the discretion of management and will normally be without pay.

## **7 SAFEGUARDS**

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### **7.1 SOCIAL MEDIA**

Whilst social media can be used to strengthen the Employer's brand and overall image of the business, work related issues or materials being placed on social media can adversely affect the Employer, a customer/client, colleague or others.

Social media is a mechanism for communication and sharing, rather than one specific program, activity or object. It is often a website or other electronic application that enable users to create and share content or to participate in social networking.

To protect the mutual interest of all involved, work related matters must not be placed on social media at any time either during or outside of working hours and this includes access via any mobile computer equipment, including mobile phone or other devices unless approved in advance. Work-related usually means that the Employer, its clients, suppliers, employees, contractors or any other associated parties can be identified and be in some way connected back to your relationship with the Employer.

All employees are prohibited from using social media (whether on the Employer's devices or their own personal device) during work time for personal reasons.

Any breach of this policy will be considered serious and may result in disciplinary action.

## **7.2 PHONES AND OTHER DEVICES**

Limited and reasonable use of personal mobile phones and other personal devices is permitted, provided such devices is not used in front of clients and does not impact on your output or quality of work or workplace safety. The Employer reserves the right to direct you to switch off any device at any time.

# **8 STANDARDS**

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## **8.1 BEHAVIOUR AT WORK**

You should behave with civility towards fellow colleagues, clients and members of the public, whilst at work. Rudeness will not be permitted. Objectionable or insulting behaviour or bad language may result in disciplinary action up to and including termination.

You should use your best endeavours to promote the interests of the Employer and shall, during normal working hours, devote the whole of your time, attention and abilities to the Employer and its affairs.

Any involvement in activities which could be construed as being in competition with the Employer is not allowed.

## **8.2 CUSTOMER SERVICE EXPECTATIONS**

You are required to adhere to essential standards of customer service. Specifically:

- attend to customers and your jobs promptly
- introduce yourself by name
- acknowledge customers by name when possible
- greet and thank customers courteously
- listen and respond in an attentive way to customer inquiries

- be polite, friendly and welcoming when communicating with customers, whether it be in person or by any other means
- do not swear or speak crudely in front of customers
- respect and protect customer property and • protect confidential information relating to customers.

This list is not exhaustive.

### **8.3 FRIENDS AND FAMILY IN THE WORKPLACE**

Friends and family must not be in the workplace/client site. Where there is an emergency, you must contact the Employer to discuss the matter.

### **8.4 CONFLICT OF INTEREST**

You may not be involved, employed or engaged in any activity which may be or is likely to create a conflict of interest. The Employer may take whatever action it determines appropriate to avoid the actual or potential conflict of interest. Such action may include transfers, reassignments, changing shifts, or, where the Employer deems such action appropriate, termination of employment.

### **8.5 WASTAGE**

We maintain a policy of "minimum waste", which is essential to the cost-effective and efficient running of the business.

You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc. The following points are illustrations of this:

- handle machines, equipment and stock with care
- turn off any unnecessary lighting and heating
- keep doors closed whenever possible
- double side printing, including re-using scrap paper, where possible
- ask for other work if your job has come to a standstill and
- start with the minimum of delay after arriving for work and after breaks.

Further:

- any damage to stock or property (including non-statutory safety equipment) that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement and
- any loss to the Employer that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work, will render you liable to reimburse to us the full or part of the cost of the loss.

In the event of failure to pay, the Employer reserves the right to request to deduct such costs from your pay.

## **8.6 DRESS AND APPEARANCE**

Consistent with the culture of the Employer, you will be expected to present a professional image with regard to your appearance and standards of dress and maintain excellent standards of personal hygiene at all times.

You should wear clothes appropriate to your job responsibilities, and they should be kept clean and tidy at all times.

Where uniforms are provided, these must be worn at all time whilst at work and laundered on a regular basis.

You must ensure that any tattoos are fully covered and are not visible during your hours of work.

Personal protective equipment (PPE) and clothing may be issued for your protection because of the nature of your job and if issued must be worn and used at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear/equipment is your responsibility.

If you arrive for work in a manner that does not comply with this policy, your manager will advise you that you are not dressed or groomed appropriately to perform your duties. As a result, you may be sent home to change with any resulting lost time being unpaid.

Any deliberate or persistent breaches of this policy may result in disciplinary action being taken against you.

If you are in any doubt whether any aspect of your appearance or attire is appropriate for your job role you should contact management.

## **9 GENERAL TERMS**

## **9.1 CHANGES IN PERSONAL DETAILS**

You must notify the Employer of any changes in your personal details including but not limited to your name, address, telephone number, emergency contact so that we can maintain accurate records.

## **9.2 SECONDARY EMPLOYMENT**

You are expected to devote the whole of your time and attention during working hours to our business. If you propose taking up additional employment with an Employer or pursuing separate business interests or any similar venture, you must discuss the proposal with your manager in order to establish the likely impact of these activities on both yourself and the Employer. You will be asked to give full details of the proposal and consideration will be given to:

- working hours
- competition, reputation and credibility
- conflict of interest and
- health, safety and welfare.

You will be notified in writing of the Employer's decision. The Employer may refuse to consent to your request. If you work without consent this could result in the termination of your employment. If you already have any other employment or are considering any additional employment, you must notify the Employer so that we can discuss any implications arising from such employment, i.e. working time, health and safety issues or conflicts of interest.

You may not under any circumstances, whether directly or indirectly, undertake any other duties of whatever kind during your hours of work with the Employer or whilst on Employer premises. Unless approved by the Employer, you may not under any circumstances perform services similar to what are performed for the Employer at your residence or at any other site in exchange for compensation.

## **9.3 BANKING AND EXPENSES**

We will reimburse you for any reasonable expenses incurred where these are authorised by management. You must provide receipts for any expenditure.

## **9.4 EMPLOYEE'S PROPERTY AND LOST PROPERTY**

We do not accept liability for any loss of, or damage to, property that you bring onto the premises. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight.

## **10 WHISTLE-BLOWERS**

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If you believe that the Employer or any of its officers or employees is involved in any form of wrongdoing such as:

- committing a criminal offence
- failing to comply with a legal obligation
- endangering the health and safety of an individual
- environmental damage or
- concealing any information relating to the above,

you should, in the first instance, report your concerns to management who will treat the matter with complete confidence. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the appropriate organisation or body, eg the police, the Environment Protection Agency or the health and safety regulator.

You will not suffer any detriment as a result of any genuine attempt to bring to light matters of concern. However, if this procedure has not been invoked in good faith (eg for malicious reasons or in pursuit of a personal grudge), then you may be subject to disciplinary action up to and including termination.

## **11 CAPABILITY**

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We recognise that during your employment with us you may find yourself less capable of conducting your duties. This might commonly be because either the job changes over a period of time and you fail to keep pace with the changes, or you change (perhaps because of health reasons) and you can no longer cope with the work. We retain discretion in respect of the capability procedures to take account of your length of service and to vary the procedures accordingly.

### **11.1 JOB CHANGES/GENERAL CAPABILITY ISSUES**

If we have general concerns about your ability to perform your job or if the nature of your job changes, we will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve.

If your standard of performance is still not adequate, you will be warned in writing that a failure to improve and to maintain the performance required could lead to your termination. We will also consider the possibility of a transfer to more suitable work if possible.

If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work, or if your level of performance has a serious or substantial effect on the Employer to its detriment, you will be dismissed with the appropriate notice.

### **11.2 PERSONAL CIRCUMSTANCE/HEALTH ISSUES**

Personal circumstances may arise which do not prevent you from attending work, but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice.

Under normal circumstances, this can be most easily obtained by asking your own doctor for a medical report. Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with the Employer in your current role or, where circumstances permit, in a more suitable role.

There may also be personal circumstances which prevent you from attending work, either for a prolonged period or for frequent short absences. Under these circumstances, we will need to know when we can expect your attendance record to reach an acceptable level. This may again mean asking your own doctor for a medical report or by making whatever investigations are appropriate in the circumstances. When we have obtained as much information as possible regarding your condition, and after consultation with you, a decision will be made about your future employment with the Employer in your current role or, where circumstances permit, in a more suitable role.

## **12 DISCIPLINARY**

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## **12.1 INTRODUCTION**

This policy sets standards of performance and behaviour expected by the Employer, together with the procedure to be followed in the event of disciplinary issues. The policy aims to help promote fairness and order in the treatment of individuals. It is the Employer's aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals where they are failing to meet the required standards, and not be seen merely as a means of punishment. We reserve the right to amend these rules and procedures where appropriate.

Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case.

The following rules and procedures should ensure that:

- the correct procedure is used when requiring you to attend a disciplinary hearing
- you are fully aware of the standards of performance, action and behaviour required of you
- disciplinary action, where necessary, is taken speedily and in a fair, uniform and consistent manner
- you will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case
- at all disciplinary hearings, rather than investigatory meetings, you have the right to be accompanied by a support person at all stages of the formal disciplinary process
- you will not normally be dismissed for a first breach of discipline, except in the case of serious misconduct and
- if you are disciplined, you will receive an explanation of the penalty imposed.

On some occasions temporary suspension on contractual pay may be necessary in order that an uninterrupted investigation can take place. This should not be regarded as disciplinary action or a penalty of any kind.

## **12.2 DISCIPLINARY RULES**

It is not practicable to specify all disciplinary rules or offences that may result in disciplinary action, as they may vary depending on the nature of the work. In addition to the specific examples of unsatisfactory conduct, misconduct and serious misconduct shown in this policy, a breach of other specific conditions, procedures

and practices set out elsewhere in this Employee Handbook or that have otherwise been made known to you, will also result in this procedure being used to deal with such matters.

### **12.3 RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT**

You will be liable to disciplinary action if you are found to have acted in any of the following ways:

- failure to abide by the Employer's health and safety policies and procedures and your general health and safety responsibilities
- actions which could threaten the health and safety of yourself, your colleagues or others
- persistent absenteeism and/or lateness
- unsatisfactory standards or output of work
- rudeness towards customers/clients, members of the public or your colleagues, objectionable or insulting behaviour, harassment, bullying or bad language
- failure to devote the whole of your time, attention and abilities to our business and its affairs during your normal working hours
- unauthorised use of email, internet and/or social media
- failure to carry out all reasonable instructions or follow our rules and procedures
- if your work involves driving, failure to report immediately any type of driving conviction, or any summons which may lead to your conviction
- loss of driving licence where driving on public roads forms an essential part of the duties of the role
- unauthorised use or negligent damage or loss of our property and
- failure to report immediately any damage to property or premises caused by you.

This list is not exhaustive.

### **12.4 SERIOUS MISCONDUCT**

Occurrences of serious misconduct are significant because the penalty may be termination without notice, even without any previous warning being issued. It is not possible to provide an exhaustive list of examples of serious misconduct. However, any behaviour or negligence resulting in a fundamental breach of your

contractual terms that irrevocably destroys the trust and confidence necessary to continue the employment relationship will constitute serious misconduct. Examples of offences that will normally be considered to be serious misconduct include serious instances of:

- theft or fraud
- physical violence or bullying
- deliberate damage to property
- deliberate acts of unlawful discrimination or harassment
- possession, or being under the influence, of illegal drugs at work and
- breach of the Employer's health and safety policies and procedures and your general health and safety responsibilities or any actions that endangers the lives of, or may cause serious injury to, employees or any other person.

## 12.5 DISCIPLINARY PROCEDURE

Disciplinary action taken against you may be based on the following procedure:

<b>Offence</b>	<b>1<sup>st</sup> occasion</b>	<b>2<sup>nd</sup> occasion</b>	<b>3<sup>rd</sup> occasion</b>	<b>4<sup>th</sup> occasion</b>
Unsatisfactory conduct	Formal verbal warning	Written warning	Final written warning	Termination
Misconduct	Final written warning	Termination		
Serious misconduct	Termination			

We retain discretion in respect of the disciplinary procedures to take account of your length of service and the severity of the misconduct to vary the procedures accordingly. If you have a short amount of service you may not be in receipt of any warnings before termination, but you will retain the right to a disciplinary hearing. If a disciplinary penalty is imposed it will be in line with the procedure outlined above, which may encompass a formal verbal warning, written warning, final written warning, or termination, and full details will be given to you.

There may be occasions where the performance or conduct of an employee is serious enough to by-pass one of the above steps and move immediately to a first and final written warning but not a summary termination. This option might be used in circumstances where the Employer's policy is breached but it is not

so serious as to warrant instant termination. In all cases, warnings will be issued for misconduct, irrespective of the precise matters concerned and any further breach of the rules in relation to similar or entirely independent matters of misconduct will be treated as further disciplinary matters and allow the continuation of the disciplinary process through to termination if the warnings do not change behaviour.

## **12.6 GENERAL NOTES**

If you are in a supervisory or managerial position then demotion to a lower status at the appropriate rate of pay may be considered as an alternative to termination, except in cases of serious misconduct.

Serious misconduct offences will result in termination without notice.

## **13 GRIEVANCE**

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It is important that if you feel dissatisfied with any matter relating to your employment you should have an effective means by which to raise such a grievance and, where appropriate, have it resolved.

Nothing in this procedure is intended to prevent you from informally raising with your manager any matter you may wish to mention. Informal discussion can frequently solve problems without the need for a written record. However, if you wish to raise a formal grievance you should normally do so in writing from the outset.

If you feel aggrieved at any matter relating to your work (except harassment, for which there is a separate procedure), you should first raise the matter with your manager, explaining fully the nature and extent of your grievance. You will then be invited to a meeting at a reasonable time and location at which your grievance will be investigated fully. You must take all reasonable steps to attend this meeting. You will be notified of the decision, in writing, normally within ten working days of the meeting.

## 14 PRIVACY

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While the operation of the Privacy Act does not apply to the Employer in regard to any acts which directly relate to:

- the employment relationship between the Employer and the individual and
- an employee record held by the Employer,

the Employer treats the handling of your personal information very seriously. Accordingly, the purpose of this policy is to ensure the protection of your privacy in relation to the handling of your personal information.

### 14.1 COLLECTION OF PERSONAL INFORMATION

Personal information may be collected during the recruiting process and throughout your employment with the Employer. This personal information may be disclosed to other areas within the business for administrative purposes and for the progression of your application. All confidential information will be used for legitimate purposes in accordance with relevant legislation.

**Personal information** includes information relating to:

- the engagement, training, disciplining or resignation of the employee
- termination of the employment of the employee
- terms and conditions of employment of the employee
- employee's personal and emergency contact details
- employee's performance or conduct
- employee's hours of employment
- employee's salary or wages
- employee's membership of a professional or trade association
- employee's trade union membership
- employee's recreation, long service, sick, personal, maternity, paternity or other leave and

- employee's taxation, banking or superannuation affairs.

All reasonable attempts will be made to keep this information relevant, complete and current. You must ensure that any personal information provided is accurate and current.

#### **14.2 YOUR RESPONSIBILITIES**

In light of the above objective, every employee is responsible for the appropriate handling of such information and to prevent unlawful disclosure.

If you have access to this information or any such personal information belonging to another employee or a client of the Employer, you must ensure that you maintain the confidence of any confidential information that you have access to, or become aware of, during the course of your employment and will prevent its unauthorised disclosure or use by any other person.

You will not use the confidential information for any purpose other than for the relevant and related Employer processes during or after your employment. Any action in breach of this policy may result in disciplinary action being taken.

## **15 EQUAL OPPORTUNITIES AND ANTI-DISCRIMINATION**

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### **15.1 STATEMENT OF POLICY**

We recognise that discrimination is unacceptable and, although equality of opportunity has been a long-standing feature of our practices and procedure, we have made the decision to adopt a formal equal opportunities policy.

Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action.

The aim of the policy is to ensure that no job applicant or employee is discriminated against either directly or indirectly on the grounds of age, disability, gender identity, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation.

The policy will be communicated to all private contractors reminding them of their responsibilities in respect of equality of opportunity.

We will maintain a neutral workplace in which no employee or other worker feels under threat or intimidated.

### **15.2 RECRUITMENT AND SELECTION**

The recruitment and selection process is crucially important to any equal opportunities policy. We will endeavour through appropriate training to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.

Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of this policy.

We will adopt a consistent, non-discriminatory approach to the advertising of vacancies. We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group. All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.

All employees involved in the recruitment process will periodically review their selection criteria to ensure that they are related to the job requirements and do not unlawfully discriminate.

Short listing and interviewing will be carried out by more than one person where possible.

Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.

Selection decisions will not be influenced by any perceived prejudices of other staff. All promotions will be in line with this policy.

## **16 MOTOR VEHICLES**

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### **16.1 GENERAL REQUIREMENTS**

You may be required to use a motor vehicle to enable you to efficiently perform your duties.

Where travelling in the course of duties, the motor vehicle is considered to be a workplace and the Employer recognises it has health and safety obligations in respect of this.

You must at all times comply with the Motor Vehicles policy in this Handbook.

### **16.2 USING A PRIVATE VEHICLE FOR EMPLOYER PURPOSES**

When using your own vehicle in the performance of your duties, you are responsible for ensuring the vehicle is roadworthy and in a presentable condition. You will be responsible to register, have comprehensive insurance and service any private motor vehicles used in the performance of your duties.

You must ensure that whilst driving your motor vehicle to perform your duties, it is clean and tidy, free of rubbish and personal items at all times, and in a safe and good working order.

You are responsible for washing the motor vehicle, and for ensuring that appropriate levels of oil, water and tyre pressure are maintained.

### **16.3 FUEL**

Unless contrary arrangements exist in writing, we will only reimburse you for fuel and oil used on Employer business. Claims must be submitted to management and accompanied by receipts. All receipts should be itemised, and a deduction shown for that part of the fuel attributable to private use.

You must ensure that you adhere to all business requirements for fuel related purchases which may include, but is not limited to, specific locations for purchases, type of products that can be purchased and spend limits on purchases.

#### **16.4 TOLLS/TAGS**

Unless contrary arrangements exist in writing, the Employer will only reimburse you for road pass/tolls/tags used on Employer business. It is the Employer's policy to avoid toll roads where possible and any use of a toll road pass/tag outside of work may result in the amount of the toll being deducted from your wage.

#### **16.5 FINES**

We will not be held responsible for any fines (e.g. parking, speeding, tolls etc) incurred by you whilst working for the Employer. If we receive the fine on your behalf, we may nominate you to pay the fine.

#### **16.6 ACCIDENT PROCEDURE**

If you are involved in an accident you must follow the Emergency Procedures policy and notify management as soon as possible in accordance with the Reporting Injury or Incidents Policy contained within this Handbook.

## **17 TERMINATION OF EMPLOYMENT**

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### **17.1 RESIGNATIONS**

All resignations must be provided in writing, stating the reason for resigning your post.

### **17.2 TERMINATING YOUR EMPLOYMENT WITHOUT NOTICE**

If you terminate your employment without giving or working the required period of notice, as indicated in your contract of employment, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you.

### **17.3 RETURN OF EMPLOYER PROPERTY**

On the termination of your employment, you must return all Employer property which is in your possession or for which you have responsibility. Failure to return such items within seven days will result in the cost of the items being deducted from any monies outstanding to you.

All Employer property should be returned to management.

## 18 ACKNOWLEDGEMENT FORM

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I \_\_\_\_\_ (please print name) acknowledge that I received a copy of this Phil Terry Health Care Employee Handbook and that I have read and understood it.

Signed: Dated: