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EMPLOYEE HANDBOOK ISSUES AND UPDATES

<i>Pages</i>	<i>Issue No.</i>	<i>Date</i>
1-35	1	December 2015
5	2	January 2016
13, 22, 26	3	April 2016
20, 28, 29, 30, 32, 33	4	September 2016
6	5	April 2017
10, 11, 14, 20	6	December 2018
23	7	January 2020

JOINING OUR ORGANISATION

WELCOME TO OUR TEAM.

We would like to wish you every success during your employment whether you recently joined us or whether you are an existing employee. We hope that your experience of working here will be positive and rewarding.

This Employee Handbook is designed both to introduce you to our organisation and to be of continuing use during your employment.

We ask that you study carefully the contents of this Employee Handbook as, in addition to setting out our rules and regulations, it also contains information on some of the main employee benefits that may be available to you and the policies and procedures relating to your employment. If you require any clarification or additional information please refer to your Line Manager.

Please note that we provide equal opportunities and are committed to the principle of equality in accordance with legislative provisions. We expect your support in implementing these policies. We will not condone any unlawful discriminatory act or attitude in the course of your employment or in your dealings with our service users, suppliers, contract workers, members of the public or with fellow employees. Acts of unlawful discrimination, harassment or victimisation will result in disciplinary action.

General amendments to the Employee Handbook will be issued from time to time.

INTRODUCTION

A) DISCLOSURE AND BARRING CERTIFICATE(S)

Your initial employment is conditional upon the provision of a satisfactory Disclosure and Barring Certificate of a level appropriate to your post. You will be required to consent to subsequent criminal record checks from time to time during your employment as deemed appropriate by the organisation. In the event that such certificate(s) are not supplied your employment with us will be terminated. Whilst the Company will initially pay for your DBS check, you are required to reimburse the Company, therefore the cost will be taken from your wages over the first two pay periods. This an express term of your contract of employment.

B) CONVICTIONS AND OFFENCES

During your employment, you are required to immediately report to the organisation any convictions or offences with which you are charged, including traffic offences.

C) PROBATIONARY PERIOD

You join us on an initial probationary period of six months. 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 not up to the required standard, or you are considered to be generally unsuitable, we may either take remedial action (which may include the extension of your probationary period) or terminate your employment at any time.

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

D) INDUCTION

At the start of your employment you are required to attend and complete a staff induction programme at which you will be briefed on the organisations policies, procedures and obligations as required by current legislation. Attendance at induction sessions is mandatory.

E) JOB DESCRIPTION

Amendments may be made to your job description from time to time in relation to our changing needs and your own ability.

F) JOB FLEXIBILITY

It is an express condition of employment that you are prepared, whenever necessary, to transfer to alternative departments or duties within our business. During holiday periods, etc. it may be necessary for you to take over some duties normally performed by colleagues. This flexibility is essential for operational efficiency as the type and volume of work is always subject to change.

G) MANDATORY TRAINING

Certain job functions may require you to undergo mandatory training. You will be advised of any training in advance.

H) MOBILITY

You are not employed to work with one particular service user, or group of service users, and it is a condition of your employment that you are prepared to work with any of our service users. This mobility is essential to the smooth running of our business.

I) PERFORMANCE AND REVIEW

Our policy is to monitor your work performance on a continuous basis so that we can maximise your strengths, and help you overcome any possible weaknesses.

J) STAFF APPRAISAL SCHEME

We have a staff appraisal scheme in place for the purpose of monitoring staff performance levels with a view to maximising the effectiveness of individuals, details of which are available separately.

K) TRAINING AGREEMENT

The organisation has a policy of encouraging its employees to undertake training in order to further their career within the organisation. This will include assisting with costs of the training. However, in the event of termination of employment, for whatever reason, the Company will seek reimbursement of the costs in line with the Training Agreement, if one has been signed by both parties. Further details are available separately.

L) AVAILABILITY

We expect all staff to stick to their availability which was initially highlighted to us at interview. However, sometimes we understand that your availability may change due to various circumstances. If your availability changes for whatever reason, you must contact your line manager with at least 5 weeks' notice outlining when you can and can't work.

M) CANCELLATIONS

If a scheduled support visit is cancelled with less than 24 hours' notice, or is ended early, staff must make themselves available and contactable for alternative work. Failure to do so will result in them not being paid for that period of time.

If a support visit ends early because a service user no longer requires support that day, staff in the community support service must notify the office or on-call (if out of office hours) immediately as they may be required to support someone else. Staff in supported living should remain at the property if possible to support others, or notify their line manager or on-call for advice. It is important that all support that ends early is recorded on the Company software.

WAGES ETC.

A) ADMINISTRATION

1) Payment

- a) All staff are paid on the 28th of each month by credit transfer as detailed in your pay statement.
- b) You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions which have been made and the reasons for them, e.g. Income Tax, National Insurance etc.
- c) Any queries that you may have should be raised with the Business Manager.

2) Overpayments

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

3) Income Tax and National Insurance

At the end of each tax year you will be given a form P60 showing the total pay you have received from us during that year and the amount of deductions for Income Tax and National Insurance. You may also be given a form P11D showing non-salary benefits. You should keep these documents in a safe place as you may need to produce them for tax purposes.

B) LATENESS/ABSENTEEISM

- 1) You must attend for work punctually at the specified time(s) and you are required to comply strictly with any time recording procedures relating to your area of work.
- 2) All absences must be notified in accordance with the sickness reporting procedures laid down in this Employee Handbook.
- 3) Lateness or absence may result in disciplinary action and/or loss of appropriate payment.

C) VISIT RECORDING

All employees are required to book on and off and record visit feedback using the Mobizio App whilst on a visit, for the following services you must go by the following timescales:

Service	Visit Feedback recorded on mobile phone	Sync or connect to the internet
Outreach & Care at Home	Immediately	Within 24 hours
Supported Living 1:1 hours	Immediately	Immediately
Supported Living shared hours	Immediately	Immediately
Supported Living (outside of property)	Immediately	Within 24 hours

Consistent failure to do this may result in a coaching and development meeting with your line manager. You must book on and book off at the start and end of the visit and record your visit feedback before booking off.

If you do forget to book on and off an email reminder (one) will be sent accordingly, where you will be asked to complete a “failure to book on and off form”. Failure to complete the form in time will result in delayed payment for the work undertaken. If for whatever reason you can't complete visit feedback or book on or off, you will again be required to complete a “Failure to book on or off form” within 24 hours after the call has ended. The form can be found in the staff section of the website at www.jrhsupport.co.uk.

In order to get paid, you will be required to complete your visit feedback for all visits you are claiming for.

D) SHORTAGE OF WORK

If there is a temporary shortage of work for any reason, we will try to maintain your continuity of employment even if this necessitates placing you on short time working, or alternatively, lay off. If you are placed on short time working, your pay will be reduced according to time actually worked. If you are placed on lay off, you will receive no pay other than statutory guarantee pay.

E) PENSION SCHEME

When required, we will operate a contributory pension scheme to which you will be auto-enrolled into (subject to the conditions of the scheme). The scheme enables you to save for your retirement using your own money, together with tax relief and contributions from the Company.

HOLIDAY ENTITLEMENT AND CONDITIONS

A) ANNUAL HOLIDAYS

- 1) Your annual holiday entitlement is shown in your individual Statement of Main Terms of Employment (Form SMT).
- 2) It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. We do not permit holidays to be carried forward and no payment in lieu will be made in respect of untaken holidays other than in the event of termination of your employment.
- 3) You must email your holiday request and have it approved by Admin before you make any firm holiday arrangements.
- 4) Holiday 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.
- 5) You should give at least four weeks' notice of your intention to take holidays.
- 6) You may not normally take more than two working weeks consecutively.
- 7) Your holiday pay will be at your normal basic pay unless shown otherwise on your Statement of Main Terms.
- 8) Holidays over the Christmas and New Year period will not be approved due to service requirements. Holidays may be allocated as per the internal rota.

B) PUBLIC/BANK HOLIDAYS

Your entitlement to public/bank holidays (and to any additional payment which may be made for working on a public/bank holiday) is shown in your individual Statement of Main Terms of Employment.

SICKNESS/INJURY PAYMENTS AND CONDITIONS

A) NOTIFICATION OF INCAPACITY FOR WORK

- 1) You must notify us by telephone on the first day of incapacity at the earliest possible opportunity. If you are on an early shift, you must call the on-call phone by 9.00pm the previous night, and no later than 7.00am for later shifts the same day. Text messages and e-mails are not an acceptable method of notification. Other than in exceptional circumstances notification should be made personally, to your Line Manager. Out of office hours, the on-call phone number should be used.
- 2) You should try to give some indication of your expected return date and notify us 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 medical certificate.
- 3) 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.

B) EVIDENCE OF INCAPACITY

- 1) Medical certificates are not issued for short-term incapacity. In these cases of incapacity (up to and including seven calendar days) you must sign a self-certification absence form on your return to work.
- 2) If your sickness has been (or you know that it will be) for longer than seven days (whether or not they are working days) you should see your doctor and make sure he/she gives you a medical certificate and forward this to us without delay. Subsequently you must supply us with consecutive medical certificates to cover the whole of your absence.

C) PAYMENTS

- 1) You are entitled to statutory sick pay (SSP) if you are absent for four or more consecutive days because of sickness or injury provided you meet the statutory qualifying conditions. SSP is treated like wages and is subject to normal deductions.
- 2) Qualifying days are the only days for which you are entitled to SSP. These days will be notified to you. The first three qualifying days of absence are waiting days for which SSP is not payable. Where a second or subsequent period of incapacity (of four days or more) occurs within 56 days of a previous period of incapacity, waiting days are not served again.
- 3) Where the circumstances of your incapacity are such that you receive or are awarded any sum by way of compensation or damages in respect of the incapacity from a third party, then any payments which we may have made to you because of the absence (including SSP) shall be repaid by you to us up to an amount not exceeding the amount of the compensation or damages paid by the third party and up to, but not exceeding, any amount paid by us.

D) RETURN TO WORK

- 1) You should notify your Line 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.
- 2) 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.
- 3) On return to work after any period of sickness/injury absence (including absence covered by a medical certificate), you are also required to complete a self-certification absence form and hand this to your Line Manager.
- 4) Prior to returning to work after any period of sickness/injury absence, a "return to work" interview will take place, either by phone or in person, to discuss the state of your health and fitness for work. Information arising from such an interview will be treated with strictest

confidence.

E) GENERAL

- 1) Submission of a medical certificate or sickness self-certification absence form, although giving us the reason for your absence may not always be regarded by us 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 us.
- 2) In deciding whether your absence is acceptable or not we will take into account the reasons and extent of all your absences, including any absence caused by sickness/injury. We cannot operate with an excessive level of absence as all absence, for whatever reason, reduces our efficiency.
- 3) We will take a serious view if you take sickness/injury leave which is not genuine, and it will result in disciplinary action being taken.
- 4) If we consider it necessary, we may ask your permission to contact your doctor and/or for you to be independently medically examined.

F) BRADFORD FACTOR

The Company monitor sickness absence using a system known as 'The Bradford Factor' this is a simple calculation that is used to highlight frequent, short-term employee absence. Should the calculation identify unacceptable attendance levels the Company may further investigate the attendance record which could result in disciplinary action in accordance with our disciplinary procedures. Further details on the scoring system can be obtained from your line manager.

SAFEGUARDS

A) IDENTITY CARD

If you are a regular visitor to service users' homes, you will have been issued with an identity card. It must be carried during all working hours and shown to a service user on request, but not be on permanent display. The card remains our property and must be returned to us if your employment ends, or at any other time on request.

B) RIGHTS OF SEARCH

- 1) We have the contractual right to carry out searches of employees and their property (including vehicles) whilst they are on our premises or business.
- 2) Where practicable, searches will be carried out in the presence of a colleague of your choice who is available on the premises at the time of the search. This will also apply at the time that any further questioning takes place.
- 3) You may be asked to remove the contents of your pockets, bags, vehicles, etc.
- 4) Whilst you have the right to refuse to be searched, such refusal will constitute a breach of contract, which may result in disciplinary action being taken against you.
- 5) We reserve the right to call in the police at any stage.

C) CONFIDENTIALITY

- 1) All information that:
 - a) is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence,
 - b) relates particularly to our business, or that of other persons or bodies with whom we have dealings of any sort, and
 - c) has not been made public by, or with our authority,shall be confidential, and (save in the course of our business or as required by law) you shall not at any time, whether before or after the termination of your employment, disclose such information to any person without our written consent.
- 2) You are to exercise reasonable care to keep safe all documentary or other material containing confidential information, and shall at the time of termination of your employment with us, or at any other time upon demand, return to us any such material in your possession.
- 3) You must make yourself aware of the company's policies on data protection in relation to personal data and service user confidentiality, ensuring compliance with them at all times.

D) COMPANY PROPERTY AND COPYRIGHT

All written material, whether held on paper, electronically or magnetically which was made or acquired by you during the course of your employment with us, is our property and, where appropriate, our copyright. At the time of termination of your employment with us, or at any other time upon demand, you shall return to us any such material in your possession.

E) ACCEPTANCE OF GIFTS, ETC.

You must not accept gifts/presents from service users or their relatives and must not advise on financial investments or on the preparation of wills, etc. and you must not put your signature to any such documents. Any such request must be notified to your Line Manager.

F) STATEMENTS TO RELATIVES

Statements or opinions relating to service users' physical or mental well-being will be given only by approved qualified staff.

G) STATEMENTS TO THE MEDIA

Any statements to reporters from newspapers, radio, television, etc. in relation to our business will be given only by a Director.

H) DATA PROTECTION

The General Data Protection Regulation (GDPR) and the current Data Protection Act regulate our use of your personal data. As an employer it is our responsibility to ensure that the personal data we process in relation to you is done so in accordance with the required principles. Any data held shall be processed fairly and lawfully and in accordance with the rights of data subjects.

We will process data in line with our privacy notices in relation to both job applicants and employees.

You have several rights in relation to your data. More information about these rights is available in our "Policy on your rights in relation to your data". We commit to ensuring that your rights are upheld in accordance with the law and have appropriate mechanisms for dealing with such.

We may ask for your consent for processing certain types of personal data. In these circumstances, you will be fully informed as to the personal data we wish to process and the reason for the processing. You may choose to provide or withhold your consent. Once consent is provided, you are able to withdraw consent at any time.

You are required to comply with all company policies and procedures in relation to processing data. Failure to do so may result in disciplinary action up to and including dismissal.

I) VIRUS PROTECTION PROCEDURES

In order to prevent the introduction of virus contamination into the software system the following must be observed:

- a) unauthorised software including public domain software, USBs, external hard drives, CDs or internet downloads must not be used; and
- b) all software must be virus checked using standard testing procedures before being used.

J) USE OF COMPUTER EQUIPMENT

In order to control the use of the Company's computer equipment and reduce the risk of contamination the following will apply:

- a) the introduction of new software must first of all be checked and authorised by your Line Manager before general use will be permitted;
- b) only authorised staff should have access to the Company's computer equipment;
- c) only authorised software may be used on any of the Company's computer equipment;
- d) only software that is used for business applications may be used;
- e) no software may be brought onto or taken from the Company's premises without prior authorisation;
- f) unauthorised access to the computer facility will result in disciplinary action; and

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- g) unauthorised copying and/or removal of computer equipment/software will result in disciplinary action, such actions could lead to dismissal.

K) E-MAIL AND INTERNET POLICY

1) Introduction

The purpose of the Internet and E-mail policy is to provide a framework to ensure that there is continuity of procedures in the usage of internet and e-mail within the Company. The internet and e-mail system have established themselves as an important communications facility within the Company and have provided us with contact with professional and academic sources throughout the world. Therefore, to ensure that we are able to utilise the system to its optimum we have devised a policy that provides maximum use of the facility whilst ensuring compliance with the legislation throughout.

2) Internet

Where appropriate, duly authorised staff are encouraged to make use of the Internet as part of their official and professional activities. Attention must be paid to ensuring that published information has relevance to normal professional activities before material is released in the Company name. Where personal views are expressed a disclaimer stating that this is the case should be clearly added to all correspondence. The intellectual property right and copyright must not be compromised when publishing on the Internet. The availability and variety of information on the Internet has meant that it can be used to obtain material reasonably considered to be offensive. The use of the Internet to access and/or distribute any kind of offensive material, or material that is not work-related, leaves an individual liable to disciplinary action which could lead to dismissal.

3) Procedures - Acceptable/Unacceptable Use

- a) unauthorised or inappropriate use of the internet system may result in disciplinary action which could result in summary dismissal.
- b) the internet system is available for legitimate business use and matters concerned directly with the job being done. Employees using the internet system should give particular attention to the following points:
- i) comply with all of our internet standards;
 - ii) access during working hours should be for business use only;
 - iii) private use of the internet should be used outside of your normal working hours.
- c) the Company will not tolerate the use of the Internet system for unofficial or inappropriate purposes, including:
- i) accessing websites which put our internet at risk of (including but not limited to) viruses, compromising our copyright or intellectual property rights;
 - ii) non-compliance of our social networking policy;
 - iii) connecting, posting or downloading any information unrelated to their employment and in particular pornographic or other offensive material;
 - iv) engaging in computer hacking and other related activities, or attempting to disable or compromise security of information contained on the Company's computers.

You are reminded that such activities (iii. and iv.) may constitute a criminal offence.

4) E-mail

The use of the e-mail system is encouraged as its appropriate use facilitates efficiency. Used correctly it is a facility that is of assistance to employees. Inappropriate use however causes many problems including distractions, time wasting and legal claims. The procedure sets out the Company's position on the correct use of the e-mail system.

5) Procedures - Authorised Use

- a) Unauthorised or inappropriate use of the e-mail system may result in disciplinary action which could include summary dismissal.
- b) the e-mail system is available for communication and matters directly concerned with the legitimate business of the Company. Employees using the e-mail system should give particular attention to the following points:
 - i) all comply with Company communication standards;
 - ii) e-mail messages and copies should only be sent to those for whom they are particularly relevant;
 - iii) e-mail should not be used as a substitute for face-to-face communication or telephone contact. Abusive e-mails must not be sent. Hasty messages sent without proper consideration can cause upset, concern or misunderstanding;
 - iv) if e-mail is confidential the user must ensure that the necessary steps are taken to protect confidentiality. The Company will be liable for infringing copyright or any defamatory information that is circulated either within the Company or to external users of the system; and
 - v) offers or contracts transmitted by e-mail are as legally binding on the Company as those sent on paper.
- c) The Company will not tolerate the use of the e-mail system for unofficial or inappropriate purposes, including:
 - i) any messages that could constitute bullying, harassment or other detriment;
 - ii) personal use (e.g. social invitations, personal messages, jokes, cartoons, chain letters or other private matters);
 - iii) on-line gambling;
 - iv) accessing or transmitting pornography;
 - v) transmitting copyright information and/or any software available to the user; or
 - vi) posting confidential information about other employees, the Company or its service users or suppliers.

6) Monitoring

We reserve the right to monitor all e-mail/internet activity by you for the purposes of ensuring compliance with our policies and procedures and of ensuring compliance with the relevant regulatory requirements and you hereby consent to such monitoring. This includes monitoring of any additional accounts you may be requested to set up for the purposes of performing your work tasks, which are subject to the same rules as your work email account. Information acquired through such monitoring may be used as evidence in disciplinary proceedings. Monitoring your usage will mean processing your personal data. You may read more about the

data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

L) USE OF SOCIAL NETWORKING SITES

Any work related issue or material that could identify an individual who is a service user or work colleague, which could adversely affect the Company, a service user or our relationship with any service user must not be placed on a social networking site. This means that work related matters must not be placed on any such site at any time either during or outside of working hours and includes access via any computer equipment or mobile device.

Any work content or material, or contacts or connections list, created by the Employee during the course of their employment, on any of their authorised social networking sites (ownership of which vests in the Company) shall remain, at all times, the property of the Company. Accordingly, upon termination of your employment, you shall hand over to the Company, the access rights to your accounts, together with any work content or material, and any contacts or connections list.

M) CLOSED CIRCUIT TELEVISION

CCTV is operated on some premises. This is for a number of reasons, including the prevention of crime and the safety of employees and customers. CCTV footage is monitored regularly.

Employees should be aware that CCTV footage may be used and relied upon, where necessary, for disciplinary purposes. Similarly, if there were allegations of criminal activity by employees or claims brought against any member of the Company leading to civil proceedings by service users or employees the Company may use and/or submit the relevant footage to the relevant authorities.

We will ensure all personal data obtained in this way is processed in line with the current Data Protection Act. You may refer to the employee privacy notice for more information on the data we hold, the reasons we hold it and the lawful basis which applies.

N) KEYHOLDING/ALARM SETTING

If you are an allocated key holder or have access to service user's keys, you must ensure that all procedures and guidelines are followed when securing the building prior to leaving. The keys and any security measure such as alarm codes must be kept safe at all times. You must not give the keys or alarm code to any third party unless authorisation is obtained from your Line Manager. Any loss or damage caused as a result of your failure to follow procedures or your negligence in ensuring the safekeeping of the keys and alarm code will result in disciplinary action which could lead to your summary dismissal. We also reserve the right to deduct the cost of any loss, repair or replacement from any monies owing to you.

STANDARDS

A) WASTAGE

- 1) We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of our organisation.
- 2) 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.
- 3) The following provision is an express written term of your contract of employment:
 - a) 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
 - b) any loss to us 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.
- 4) In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

B) STANDARDS OF DRESS

As you will come into contact with service users and members of the public, it is important that you present a professional image with regard to appearance and standards of dress. Where uniforms are provided, these must be worn at all times whilst at work and cleaned on a regular basis. Where uniforms are not provided, you should wear clothes appropriate to your job responsibilities, and they should be kept clean and tidy at all times. (see Dress Code Policy).

C) HOUSEKEEPING

Both from the point of view of safety and of appearance, work areas must be kept clean and tidy at all times.

HEALTH, SAFETY, WELFARE AND HYGIENE

A) SAFETY

- 1) You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately.
- 2) You must not take any action which could threaten the health or safety of yourself, other employees, service users or members of the public.
- 3) Protective clothing and other equipment which may be issued for your protection because of the nature of your job must be worn at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear is your responsibility.
- 4) You should report all accidents and injuries at work, no matter how minor, in the accident book.
- 5) You must ensure that you are aware of our fire and evacuation procedures and the action you should take in the event of such an emergency.

B) ALCOHOL & DRUGS POLICY

Under legislation we, as your employer, have a duty to ensure so far as is reasonably practicable, the health and safety and welfare at work of all our employees and similarly you have a responsibility to yourself and your colleagues. The use of alcohol and drugs may impair the safe and efficient running of the business and/or the health and safety of our employees.

If your performance or attendance at work is affected as a result of alcohol or drugs, or we believe you have been involved in any drug related action/offence, you may be subject to disciplinary action and, dependent on the circumstances, this may lead to your dismissal.

C) NO SMOKING POLICY

Smoking on the premises (including service user premises) is not permitted. This includes e-cigarettes. Smoking is only permitted during authorized breaks.

D) FITNESS FOR WORK

If you arrive for work and, in our opinion, you are not fit to work, we reserve the right to exercise our duty of care if we believe that you may not be able to undertake your duties in a safe manner or may pose a safety risk to others, and send you away for the remainder of the day with or without pay and, dependent on the circumstances, you may be liable to disciplinary action.

E) MANUAL HANDLING

You are required, in accordance with the Manual Handling Regulations 1992, to advise us of any condition which may make you more vulnerable to injury.

GENERAL TERMS AND PROCEDURES

A) CHANGES IN PERSONAL DETAILS

You must notify us of any change of name, address, telephone number, etc., so that we can maintain accurate information on our records and make contact with you in an emergency, if necessary, outside normal working hours.

B) OTHER EMPLOYMENT

If you already have any other employment or are considering any additional employment you must notify us so that we can discuss any implications arising from the current working time legislation.

C) 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 your Line Manager and will normally be without pay.

D) MATERNITY/PATERNITY/ADOPTION LEAVE AND PAY

You may be entitled to maternity/paternity/adoption leave and pay in accordance with the current statutory provisions. If you (or your partner) become pregnant or are notified of a match date for adoption purposes you should notify your Line Manager at an early stage so that your entitlements and obligations can be explained to you

E) PARENTAL/SHARED PARENTAL LEAVE

If you are entitled to take parental leave or shared parental leave in respect of the current statutory provisions, you should discuss your needs with your Line Manager who will identify your entitlements and look at the proposed leave periods dependent upon your child's/children's particular circumstances and the operational aspects of the business.

F) TIME OFF FOR DEPENDANTS

You may be entitled to take a reasonable amount of unpaid time off during working hours to take action which is necessary to provide help to your dependants. Should this be necessary you should discuss your situation with your Line Manager who, if appropriate, will agree the necessary time off.

G) BEREAVEMENT LEAVE

Reactions to bereavement may vary greatly according to individual circumstances and the setting of fixed rules for time off is therefore inappropriate. You should discuss your circumstances with your Line Manager and agree appropriate time off.

H) PROPERTY

- 1) You are responsible for the safety and security of your own property and we do not accept any liability for any loss of, or damage to, property that may occur when you are on our premises.
- 2) You must safeguard and account for any cash which is entrusted to you in accordance with our rules and procedures.

I) MAIL

All mail received by us will be opened, including that addressed to employees. Private mail, therefore, should not be sent care of our address. No private mail may be posted at our expense except in those cases where a formal re-charge arrangement has been made.

J) BUYING OR SELLING OF GOODS

You are not allowed to buy or sell goods on your own behalf on our premises.

K) COLLECTIONS FROM EMPLOYEES

Unless specific authorisation is given by your Line Manager no collections of any kind are allowed on our premises.

L) FRIENDS AND RELATIVES CONTACT / TELEPHONE CALLS / MOBILE PHONES

You should discourage your friends and relatives from either calling on you in person or by telephone except in an emergency.

If office based incoming personal telephone calls are allowed only in the case of emergency. Outgoing personal calls can only be made with the prior permission of your Line Manager.

Outreach staff / Care at Home staff

Outreach staff may use their mobile phones during work time to access the Company app. It may be necessary for head office staff to contact support workers to inform them of changes to support times etc. Because of this, support staff should ensure their mobile phones are accessible during work time, but are set on vibrate to cause the minimum of disturbance to the people they are supporting.

Supported Living staff

Supported living staff do not need to use their mobile phones for work purposes except to use the Company app, so should keep them in the office/sleep in room during their working hours when not directly using them..

Employees using a Company mobile phone

Staff who have been issued with a Company mobile phone must only use it for Company business. Using a Company mobile phone for personal use may lead to disciplinary action.

It is illegal to use a mobile phone without a hands-free set whilst driving. It is our policy that you should not use any mobile phone whilst driving without a hands-free set. You should pull over to the side of the road in an appropriate place before making or receiving any telephone calls. In the event of being unable to pick up a call because you cannot find a safe place to park, you must return the call as soon as conveniently possible.

M) OTHER POLICIES AND PROCEDURES

The organisation has a number of other Policies and Procedures that will have been explained to you during your induction. Copies of these are available on the staff section of the Company website.

N) BEHAVIOUR AT WORK

- 1) Employees are expected to act respectfully and civilly towards fellow employees, members of the public and our service users. Rude and objectionable behaviour including bad language will render you liable to disciplinary action which could result in dismissal.
- 2) You should use your best endeavours to promote the interests of the business and shall, during normal working hours, devote the whole of your time, attention and abilities to the business and its affairs.
- 3) Any involvement in activities which could be construed as being in competition with us is strictly prohibited.

O) BEHAVIOUR OUTSIDE OF WORK

The company recognises the importance of work/life balance. However, owing to the nature of the business, the company insists on employing staff of the highest integrity, we expect you to maintain these standards outside of working hours. Activities that result in adverse publicity to ourselves, or which cause us to lose faith in your integrity, may give us grounds for your dismissal.

P) BENEFICIARIES

You must not assist service users in the wording of their wills, or be executors or beneficiaries of their wills, or in any way abuse the privileged relationship which exists between you and the service users. Employees who are approached by a service user in relation to any beneficiary, should report this without delay to your Line Manager.

Q) SERVICE USER RELATIONS

Our employees are employed to provide at-home care in our services users own homes. Due to this relationship, our service users may, on rare occasions, require that such an employee be removed from working with them in accordance with their agreement with us. In such circumstances we will investigate the reasons for such requests. However, if our service users maintains their stance we will then take all reasonable steps to ensure that alternative work is provided. If this is not possible we may have no alternative but to terminate such an individual's employment. This procedure is separate from any concurrent disciplinary matter that may need to be addressed.

For a variety of reasons, changes in the allocation of help must be made from time to time. Whilst the benefits of continuity of care will be given a high priority, neither you nor the service user should assume that any arrangements will continue indefinitely. Skill is necessary in selecting the most suitable person to help each service user and, because there is a requirement to operate the overall service efficiently and economically, we need to be able to adapt your work programme accordingly.

R) PUNCTUALITY AND ATTENDANCE

Care staff must arrive at the service user's home on time. A few minutes delay may not seem that important to you but it can cause anxiety to the person waiting for you. Care staff must only attend a service user's home with the knowledge and approval of the office and in accordance with our practices and procedures in relation to the personal needs of the service user.

S) INCLEMENT WEATHER/TRAVEL ARRANGEMENT DISRUPTION

Every reasonable effort should be made to attend work in accordance with your contract. In the event that you are unable to attend work owing to inclement weather conditions and/or severe disruption to your travel arrangements, you should report your absence through the normal absence reporting procedures. Your absence will be unpaid unless you have sufficient annual leave in which case you may request to use this. Alternatively, you may be able to work additional hours to compensate for the lost hours at the sole discretion of the management and subject to availability.

T) DRIVING LICENCE

If driving is a necessary part of your role it is imperative that you maintain a valid driving licence suitable for the vehicle you operate at all times during your employment. You are required upon request to produce your driving licence to the management. We may also require you to provide us with the ability to access your driving licence details online. If at any time your licence is endorsed, or you are disqualified from driving, we must be informed immediately. If you are required to drive as part of your job and we are unable to find alternative employment, your employment may be terminated.

U) CAR INSURANCE

If your position requires you to use your own car for business purposes, you must ensure that your car insurance provides adequate cover. Proof of adequate insurance, Driving Licence, Tax and an MOT Certificate must be produced for scrutiny by the Company, upon renewal and at any time when so requested.

V) FINES

Any fines imposed by relevant authorities including (but not limited to) speeding and parking will be payable by the employee. The Company take no responsibility for the payment of fines incurred by the employee during their employment. The service user is responsible for ensuring you have the required permit to park outside their property (where applicable). If this is not available, you have the right to refuse to work but you must contact the office. Where you have taken a service user out and payment for parking is required, payment must be made by the service user.

W) THIRD PARTY INVOLVEMENT

We reserve the right to allow third parties to chair any meeting, for example disciplinary, capability, grievance, this is not an exhaustive list. You agree to permit us to share any relevant sensitive data where it is necessary for the purposes of that hearing.

X) RECORDING OF FORMAL MEETINGS

We reserve the right to record any formal meetings whether conducted by us or a third party, a copy of the recording can be made available on request.

ANTI-BRIBERY POLICY

A) INTRODUCTION

Bribery is a criminal offence. The Company prohibits any form of bribery. We require compliance, from everyone connected with our business, with the highest ethical standards and anti-bribery laws applicable. Integrity and transparency are of utmost importance to us and we have a zero tolerance attitude towards corrupt activities of any kind, whether committed by employees or by third parties acting for or on behalf of the Company.

B) POLICY

It is prohibited, directly or indirectly, for any employee or person working on our behalf to offer, give, request or accept any bribe i.e. gift, loan, payment, reward or advantage, either in cash or any other form of inducement, to or from any person or Company in order to gain commercial, contractual or regulatory advantage for the Company, or in order to gain any personal advantage for an individual or anyone connected with the individual in a way that is unethical.

C) SUSPICION

If we suspect that you have committed an act of bribery or attempted bribery, an investigation will be carried out and, in line with our disciplinary procedure where appropriate, action may be taken against you which may result in your dismissal, or the cessation of our business arrangement with you.

D) REPORTING

If you, as an employee or person working on our behalf, suspect that an act of bribery or attempted bribery has taken place, even if you are not personally involved, you are expected to report this to your Line Manager. You may be asked to give a written account of events.

Staff are reminded of the Company's Whistleblowing Policy which is available in this Employee Handbook.

E) GIFTS AND HOSPITALITY

No gift or offer of hospitality should be accepted by an employee or anyone working on our behalf.

WHISTLE-BLOWERS

A) INTRODUCTION

Under certain circumstances, employees are protected from suffering any detriment or termination of employment if they make disclosures about organisations for whom they work.

B) QUALIFYING DISCLOSURES

- 1) Certain disclosures are prescribed by law as “qualifying disclosures”. A “qualifying disclosure” means a disclosure of information that the employee genuinely and reasonably believes is in the public interest and shows that the Company has committed a “relevant failure” by:
 - a) committing a criminal offence;
 - b) failing to comply with a legal obligation;
 - c) a miscarriage of justice;
 - d) endangering the health and safety of an individual;
 - e) environmental damage; or
 - f) concealing any information relating to the above.
- 2) These acts can be in the past, present or future, so that, for example, a disclosure qualifies if it relates to environmental damage that has happened, is happening, or is likely to happen. The Company will take any concerns that you may raise relating to the above matters very seriously.
- 3) The Employment Rights Act 1996 provides protection for workers who ‘blow the whistle’ where they reasonably believe that some form of illegality, injustice or breach of health and safety has occurred or is likely to occur. The disclosure has to be “in the public interest”. We encourage you to use the procedure to raise any such concerns.

C) THE PROCEDURE

- 1) In the first instance you should report any concerns you may have to a Senior Manager 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 official organisation or regulatory body.
- 2) If you do not report your concerns to a Senior Manager you should take them direct to the appropriate organisation or body.
- 3) There is an anonymous form that can be completed to report whistleblowing concerns. The form can be found on the staff section of the Company website at the bottom of the page.

D) TREATMENT BY OTHERS

Bullying, harassment or any other detrimental treatment afforded to a colleague who has made a qualifying disclosure is unacceptable. Anyone found to have acted in such a manner will be subject to disciplinary action.

CAPABILITY PROCEDURES

A) INTRODUCTION

We recognise that during your employment with us your capability to carry out your duties may deteriorate. This can be for a number of reasons, the most common ones being that either the job changes over a period of time and you fail to keep pace with the changes, or you change (most commonly because of health reasons) and you can no longer cope with the work.

B) JOB CHANGES/GENERAL CAPABILITY ISSUES

- 1) If the nature of your job changes or if we have general concerns about your ability to perform your job 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.
- 2) 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 dismissal. We will also consider the possibility of a transfer to more suitable work if possible.
- 3) 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 our organisation or reputation, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.
- 4) If such improvement is not forthcoming after a reasonable period of time, you will be dismissed with the appropriate notice.

C) PERSONAL CIRCUMSTANCES/HEALTH ISSUES

- 1) Personal circumstances may arise which do not prevent you from attending for 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 us in your current role or, where circumstances permit, in a more suitable role.
- 2) There may also be personal circumstances which prevent you from attending work, either for a prolonged period(s) 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 us in your current role or, where circumstances permit, in a more suitable role.

D) SHORT SERVICE STAFF

We retain discretion in respect of the capability procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service, you may not be in receipt of any warnings before dismissal.

DISCIPLINARY PROCEDURES

A) INTRODUCTION

- 1) It is necessary to have a minimum number of rules in the interests of the whole organisation.
- 2) The rules set standards of performance and behaviour whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is our 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.
- 3) 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 and appeal against any decision that you consider to be unjust.
- 4) The following rules and procedures should ensure that:
 - a) the correct procedure is used when requiring you to attend a disciplinary hearing;
 - b) you are fully aware of the standards of performance, action and behaviour required of you;
 - c) disciplinary action, where necessary, is taken speedily and in a fair, uniform and consistent manner;
 - d) you will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case. On some occasions temporary suspension on contractual pay may be necessary in order that an uninterrupted investigation can take place. This must not be regarded as disciplinary action or a penalty of any kind;
 - e) other than for an "off the record" informal reprimand, you have the right to be accompanied by a fellow employee at all stages of the formal disciplinary process;
 - f) you will not normally be dismissed for a first breach of discipline, except in the case of gross misconduct; and
 - g) if you are disciplined, you will receive an explanation of the penalty imposed and you will have the right to appeal against the finding and the penalty.

B) 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 gross misconduct shown in this handbook, a breach of other specific conditions, procedures, rules etc. that are contained within this handbook or that have otherwise been made known to you, will also result in this procedure being used to deal with such matters.

C) RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT

(these are examples only and not an exhaustive list)

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

- a) failure to abide by the general health and safety rules and procedures;
- b) smoking in designated non smoking areas;
- c) persistent absenteeism and/or lateness;
- d) unsatisfactory standards or output of work;
- e) rudeness towards service users, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language;
- f) failure to devote the whole of your time, attention and abilities to our organisation and its affairs during your normal working hours;
- g) failure to carry out all reasonable instructions or follow our rules and procedures;
- h) unauthorised use or negligent damage or loss of our property;
- i) unauthorised use of e-mail and internet;
- j) failure to report immediately any damage to property or premises caused by you;
- k) or vehicle damage occurs;
- l) if your work involves driving, failure to report immediately any type of driving conviction, or any summons which may lead to your conviction;
- m) loss of driving licence where driving on public roads forms an essential part of the duties of the post; and
- n) failure to abide by the rules and regulations issued by the Care Quality Commission, a copy of which is available for inspection in the office.

D) SERIOUS MISCONDUCT

- 1) Where one of the unsatisfactory conduct or misconduct rules has been broken and if, upon investigation, it is shown to be due to your extreme carelessness or has a serious or substantial effect upon our operation or reputation, you may be issued with a final written warning in the first instance.
- 2) You may receive a final written warning as the first course of action, if, in an alleged gross misconduct disciplinary matter, upon investigation, there is shown to be some level of mitigation resulting in it being treated as an offence just short of dismissal.

E) RULES COVERING GROSS MISCONDUCT

Occurrences of gross misconduct are very rare because the penalty is dismissal without notice and without any previous warning being issued. It is not possible to provide an exhaustive list of examples of gross misconduct.

However, any behaviour or negligence resulting in a fundamental breach of contractual terms that irrevocably destroys the trust and confidence necessary to continue the employment relationship will constitute gross misconduct. Examples of offences that will normally be deemed as gross misconduct include serious instances of:

- a) theft or fraud;
- b) physical violence or bullying;
- c) deliberate damage to property;
- d) deliberate acts of unlawful discrimination or harassment;
- e) possession, or being under the influence, of drugs* at work;

*For this purpose, the term 'drugs' is used to describe both illegal drugs and other psychoactive (mind-altering) substances which may or may not be illegal.

- f) breach of health and safety rules that endangers the lives of, or may cause serious injury to, employees or any other person;
- g) maltreatment of service users; by neglect, omission and/or commission;
- h) failure to report an incident of abuse, or suspected abuse of a service user;
- i) abandoning duty without notification or sleeping on duty on Company/service users premises;
- j) acceptance of gifts & hospitality in contravention of the Bribery Act 2010;
- k) failure to give notice of any pecuniary interest of which you are aware, in a contract which has been, or is proposed to be, entered into by the organisation;
- l) wilful misrepresentation at the time of appointment including:
 - 1. Previous positions held
 - 2. Qualifications held
 - 3. Falsification of date of birth
 - 4. Declaration of health
 - 5. Failure to disclose a criminal conviction/caution within the provisions of the Rehabilitation of Offenders Act;
- m) wilful misrepresentation at any time during employment in connection with qualifications held;
- n) deliberate disclosure of privileged confidential information to unauthorised people;
- o) negligent or deliberate failure to comply with the requirements of the organisation's policy & procedure concerning medicines;
- p) working whilst contravening an enactment, or breach of rules laid down by statutory bodies;

- q) any act or omission constituting serious or gross negligence/or dereliction of duty;
- r) serious failure to abide by the rules and regulations issued by the Care Quality Commission, a copy of which is available for inspection in the office;
- s) consumption of alcohol on service users or Company premises prior to and/or during hours of duty;
- t) failure to attend or gain access to visits and not reporting to Manager/ on call; and
- u) conviction for a criminal offence which clearly indicates unsuitability for the role employed to undertake.

(The above examples are illustrative and do not form an exhaustive list.)

F) DISCIPLINARY PROCEDURE

- 1) Disciplinary action taken against you will be based on the following procedure:

OFFENCE	1 st OCCASION	2 nd OCCASION	3 rd OCCASION	4 th OCCASION
UNSATISFACTORY CONDUCT	Formal verbal warning	Written warning	Final written warning	Dismissal
MISCONDUCT	Written warning	Final written warning	Dismissal	
SERIOUS MISCONDUCT	Final written warning	Dismissal		
GROSS MISCONDUCT	Dismissal			

- 2) We retain discretion in respect of the disciplinary procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service you may not be in receipt of any warnings before dismissal.
- 3) 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 dismissal, and full details will be given to you.
- 4) 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 dismissal if the warnings are not heeded.

G) DISCIPLINARY AUTHORITY

The operation of the disciplinary procedure contained in the previous section is based on the following authority at the various levels of disciplinary action.

ALL EMPLOYEES

Formal verbal warning	Senior Manager
Written warning	Senior Manager
Final written warning	Senior Manager
Dismissal	Senior Manager

H) PERIOD OF WARNINGS

- 1) Formal verbal warning
A formal verbal warning will normally be disregarded for disciplinary purposes after a three month period.
- 2) Written warning
A written warning will normally be disregarded for disciplinary purposes after a six month period.
- 3) Final written warning
A final written warning will normally be disregarded for disciplinary purposes after a twelve month period.

I) GENERAL NOTES

- 1) If you are in a supervisory or Managerial position then demotion to a lower status may be considered as an alternative to dismissal except in cases of gross misconduct.
- 2) In exceptional circumstances, suspension from work without pay for up to five days as an alternative to dismissal (except dismissal for gross misconduct) may be considered by the person authorised to dismiss.
- 3) Gross misconduct offences will result in dismissal without notice.
- 4) You have the right to appeal against any disciplinary action.

CAPABILITY/DISCIPLINARY APPEAL PROCEDURE

- 1) You have the right to lodge an appeal in respect of any capability/disciplinary action taken against you.
- 2) If you wish to exercise this right you should apply either verbally or in writing to the person indicated in your individual Statement of Main Terms of Employment.
- 3) It may be necessary, because of the size of our organisation, for the appeal to be heard by the person who took the original action and it is therefore important that your appeal gives details of why the penalty imposed is either too severe, inappropriate or unfair in the circumstances.
- 4) If you are appealing on the grounds that you have not committed the offence, it may be necessary for the person conducting the appeal to have a complete re-hearing so that there can be a reappraisal of all matters before a decision is made to grant or refuse the appeal.
- 5) You may be accompanied at the appeal hearing by a fellow employee of your choice and the result of the appeal will be made known to you in writing, normally within five working days after the hearing. This is the final stage of the appeal process.
- 6) We reserve the right to allow third parties to chair any formal hearing. You agree to permit us to share any relevant sensitive data where it is necessary for the purposes of that hearing.

GRIEVANCE PROCEDURE

- 1) It is important that if you feel dissatisfied with any matter relating to your employment you should have an effective means by which such a grievance can be aired and, where appropriate, resolved.
- 2) Nothing in this procedure is intended to prevent you from informally raising 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.
- 3) You have the right to be accompanied at any stage of the procedure by a fellow employee who may act as a witness or speak on your behalf to explain the situation more clearly.
- 4) If you feel aggrieved at any matter relating to your work (except personal harassment, for which there is a separate procedure following this section), you should first raise the matter with the person specified in your Statement of Main Terms of Employment, 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, including your right of appeal.
- 5) If you wish to appeal you must inform a Senior Manager within five working days. You will then be invited to a further meeting, which you must take all reasonable steps to attend. As far as reasonably practicable, the organisation will be represented by a more Senior Manager than attended the first meeting (unless the most Senior Manager attended that meeting).
- 6) Following the appeal meeting you will be informed of the final decision, normally within ten working days, which will be confirmed in writing.

PERSONAL HARASSMENT POLICY AND PROCEDURE

A) INTRODUCTION

- 1) Harassment or victimisation on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation is unacceptable.
- 2) Personal harassment takes many forms ranging from tasteless jokes and abusive remarks to pestering for sexual favours, threatening behaviour and actual physical abuse. Whatever form it takes, personal harassment is always taken seriously and is totally unacceptable.
- 3) We recognise that personal harassment can exist in the workplace, as well as outside, and that this can seriously affect employees' working lives by interfering with their job performance or by creating a stressful, intimidating and unpleasant working environment.

B) POLICY

- 1) We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all our employees.
- 2) We have published these procedures to inform employees of the type of behaviour that is unacceptable and provide employees who are the victims of personal harassment with a means of redress.
- 3) We recognise that we have a duty to implement this policy and all employees are expected to comply with it.

C) EXAMPLES OF PERSONAL HARASSMENT

- 1) Personal harassment takes many forms and employees may not always realise that their behaviour constitutes harassment. Personal harassment is unwanted behaviour by one employee towards another and examples of harassment include:
 - a) insensitive jokes and pranks;
 - b) lewd or abusive comments about appearance;
 - c) deliberate exclusion from conversations;
 - d) displaying abusive or offensive writing or material;
 - e) unwelcome touching; and
 - f) abusive, threatening or insulting words or behaviour.

These examples are not exhaustive and disciplinary action at the appropriate level will be taken against employees committing any form of personal harassment.

D) COMPLAINING ABOUT PERSONAL HARASSMENT

1) Informal complaint

We recognise that complaints of personal harassment and particularly of sexual harassment can sometimes be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal grievance procedure. In these circumstances you are encouraged to raise such issues with a senior colleague of your choice (whether or not that person has a direct supervisory responsibility for you) as a confidential helper. This person cannot be the person who will be responsible for investigating the matter if it becomes a formal complaint.

If you are the victim of minor harassment you should make it clear to the harasser on an informal basis that their behaviour is unwelcome and ask the harasser to stop. If you feel unable to do this verbally then you should hand a written request to the harasser, and your confidential helper can assist you in this.

2) Formal complaint

Where the informal approach fails or if the harassment is more serious, you should bring the matter to the attention of a Senior Manager as a formal written complaint and again your confidential helper can assist you in this. If possible, you should keep notes of the harassment so that the written complaint can include:

- a) the name of the alleged harasser;
- b) the nature of the alleged harassment;
- c) the dates and times when the alleged harassment occurred;
- d) the names of any witnesses; and
- e) any action already taken by you to stop the alleged harassment.

On receipt of a formal complaint we will take action to separate you from the alleged harasser to enable an uninterrupted investigation to take place. This may involve a temporary transfer of the alleged harasser to another work area or suspension on contractual pay until the matter has been resolved.

The person dealing with the complaint will invite you to attend a meeting, at a reasonable time and location, to discuss the matter and carry out a thorough investigation. You have the right to be accompanied at such a meeting by your confidential helper or another work colleague of your choice and you must take all reasonable steps to attend. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter.

On conclusion of the investigation which will normally be within ten working days of the meeting with you, the decision of the investigator detailing the findings will be sent, in writing, to you.

You have the right to appeal against the findings of the investigator in accordance with the appeal provisions of the grievance procedure.

E) GENERAL NOTES

- 1) If the decision is that the allegation is well founded, the harasser will be liable to disciplinary action in accordance with our disciplinary procedure. An employee who receives a formal warning or who is dismissed for harassment may appeal by using our capability/disciplinary appeal procedure.
- 2) If you bring a complaint of harassment you will not be victimised for having brought the complaint. However if it is concluded that the complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.

EQUAL OPPORTUNITIES POLICY

A) STATEMENT OF POLICY

- 1) We recognise that discrimination is unacceptable and although equality of opportunity has been a long standing feature of our employment 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.
- 2) The aim of the policy is to ensure no job applicant, employee or worker is discriminated against either directly or indirectly on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation.
- 3) We will ensure that the policy is circulated to any agencies responsible for our recruitment and a copy of the policy will be made available for all employees and made known to all applicants for employment.
- 4) The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.
- 5) The policy will be implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice.
- 6) We will maintain a neutral working environment in which no employee or worker feels under threat or intimidated.

B) RECRUITMENT AND SELECTION

- 1) 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.
- 2) 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.
- 3) Job descriptions, where used, will be revised to ensure that they are in line with our equal opportunities policy. Job requirements will be reflected accurately in any personnel specifications.
- 4) We will adopt a consistent, non-discriminatory approach to the advertising of vacancies.
- 5) We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group.
- 6) All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.
- 7) 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.
- 8) Short listing and interviewing will be carried out by more than one person where possible.
- 9) Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.

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- 10) We will not disqualify any applicant because he/she is unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the job.
 - 11) Selection decisions will not be influenced by any perceived prejudices of other staff.

C) TRAINING AND PROMOTION

- 1) Senior staff will receive training in the application of this policy to ensure that they are aware of its contents and provisions.
- 2) All promotion will be in line with this policy.

D) MONITORING

- 1) We will maintain and review the employment records of all employees in order to monitor the progress of this policy.
- 2) Monitoring may involve:
 - a) the collection and classification of information regarding the race in terms of ethnic/national origin and sex of all applicants and current employees;
 - b) the examination by ethnic/national origin and sex of the distribution of employees and the success rate of the applicants; and
 - c) recording recruitment, training and promotional records of all employees, the decisions reached and the reason for those decisions.
- 3) The results of any monitoring procedure will be reviewed at regular intervals to assess the effectiveness of the implementation of this policy. Consideration will be given, if necessary, to adjusting this policy to afford greater equality of opportunities to all applicants and staff.

TERMINATION OF EMPLOYMENT

A) RESIGNATIONS

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

B) TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE

If you terminate your employment without giving or working the required period of notice, as indicated in your individual statement of main terms 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. This is an express written term of your contract of employment. You will also forfeit any contractual accrued holiday pay due to you over and above your statutory holiday pay, if you fail to give or work the required period of notice.

C) RETURN OF PROPERTY

On the termination of your employment you must return all our property including uniforms and protective clothing. Failure to do so will result in the cost of the property or the cost of recovering the property being deducted from any termination pay due to you. This is an express written term of your contract of employment.

D) GARDEN LEAVE

If either you or the organisation serves notice on the other to terminate your employment the organisation may require you to take “garden leave” for all or part of the remaining period of your employment. **Garden leave** describes the practice where an employee leaving a job – having resigned or otherwise had their employment terminated – is instructed to stay away from work during the notice period, while still remaining on the payroll.

NB.

During any period of garden leave you will continue to receive your full salary and any other contractual benefits.