











# **Content**

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# Welcome

Welcome to Popular Care Ltd - we're thrilled you have joined us! Our employees are at the heart of the service and we know that having the right knowledge, skills and personality go hand in hand with providing the very best levels of care.

We are extremely proud of our organisation and the team who deliver the service. Between us, we meet the specific needs of the individuals who use our services.

We're passionate about delivering the highest levels of care and we want your experience of working here to be both positive and rewarding. It's our objective to meet the needs of our residents whilst also providing you with job satisfaction whenever possible.

Our employment policies and procedures aim to make sure everyone is treated fairly and consistently. This Employee Handbook sets out what we expect of you and what we offer in return, all built around our key principles:

- Provide pay and benefits that are fair and competitive for the job.
- Reflect a sensitivity to the attitudes and views of all our employees.
- Inspire a working environment in which equality, diversity and human rights are recognised, valued and encouraged.
- Promote high standards of occupational health and safety.
- Fully promote and utilise the knowledge, skills and experience of our employees to ensure we deliver the highest levels of care.
- Whenever possible, address future needs by offering development opportunities and advancement to employees with ability, ambition and integrity.

Each of us has an important part to play and we

are all reliant upon each other to generate a harmonious, efficient working environment.

This handbook has been written to provide you with an understanding of:

- ✓ Who we are
- √ The way we recruit and induct our employees
- Our expectations with regard to day to day operations, including appearance and conduct
- √ Equal opportunities
- √ Training & development
- √ Your terms & conditions
- ✓ Health & safety
- ✓ What to do when things don't go as planned
   Disciplinary, Grievance & Capability
- ✓ The process if employees leave

For the avoidance of doubt, please note that section 'Bumps in the Road' (Disciplinary Procedure), (Capability Procedure) and (Grievance Procedure) are non-contractual and do not form part of your contract of employment.

We want your employment to be rewarding and mutually beneficial. Please consider the provisions set out in this handbook carefully and if you have any questions about this Handbook or are unsure of anything, you should discuss these with your manager.



# **About Us**

#### Our Mission

Our mission is simple but essential: to provide the very best quality of care, and quality of life, to every resident. We will achieve this by providing a person centred approach in a pleasant environment.

Everything we do, the employees we recruit and the expectations we set, are focused on achieving this mission.

#### **Our Principles**

#### Celebrating the Individual

We believe the key to great care is personalisation. We tailor our care to the individual needs and personality of every resident. No two people are the same and this philosophy underpins everything we do.

#### **Preserving Dignity**

It is integral to our mission that each of our residents feel happy and comfortable in their home so we work hard to ensure that everyone receives unrivalled levels of respect and compassion from every member of our team.

#### Encouraging Independence

Many prospective residents worry that going into care means giving up their independence, here we strive to disprove that. Our premises are designed with this in mind, possessing features and functions for residents to live as independently as they wish.

#### Maintaining Freedom

It's as important to us as it is to our residents that they enjoy as much freedom as possible. We want them to spend each day doing what they prefer in order to make them happy. We offer plenty to do and see in the home but they are free to pick and choose what to participate in.

#### Our Service Behaviours

#### Person Centred

This means that we:

- ✓ Consider peoples desires, values, situations and circumstances.
- ✓ See and treat people as individuals.
- ✓ Work collaboratively to achieve greater results.
- ✓ Are considerate and respectful of other people's views.

#### Vibrant

As an organisation and as individuals we:

- ✓ Overcome obstacles and demonstrate a can do attitude.
- ✓ Present solutions as opposed to problems.
- ✓ Demonstrate a positive impact on team morale
- ✓ Are self-motivated to achieve great results.

#### Team Work

We will:

- ✓ Work collaboratively with our immediate team and peers.
- ✓ Be supportive of our colleagues across departments and functions.
- Develop and maintain relationships that inspire trust and respect.
- ✓ Put in the required effort to contribute fully and achieve common team goals.

#### **Business Focus**

We will:

- ✓ Be aware of business metrics and contribute towards these where possible.
- ✓ Help to maintain a safe working environment.
- ✓ Maintain high quality standards and follow appropriate policies and procedures.
- ✓ Stay aware of business performance in line with requirements.

# **Working with Us**

#### Confirmation of Employment

We make an offer of employment with brief details of your job, start date and pay etc. following application and interview. We cannot incorporate everything about your terms and conditions in this offer. We therefore issue a principal statement of terms and conditions when you commence employment. The principal statement, plus the details in this handbook, summarise your main terms and conditions of employment.

#### **Criminal Convictions**

We are committed to the fair treatment of employees and applicants for employment; including ex-offenders. If you have - or acquire - a criminal record this does not automatically prohibit you from working for us.

However, we may need, or be legally obliged, to undertake a criminal record check for certain roles. We undertake risk assessments for all convictions disclosed. We only require a check where it is relevant and proportionate to do so.

- Enhanced Check We only request this for certain roles which are specified by legislation. It most frequently applies to roles caring for, training or supervising children or vulnerable adults. Although similar to a standard check, it can include additional information held relevant by a police force.
- Barred List Check This routinely applies to people working in what is called "regulated activity" such as teachers and care workers however it's also mandatory for certain other roles. It contains all the provisions of an enhanced check but will also scrutinise either (or both) the children's or adults barred lists.

We will meet the cost of obtaining your disclosure. However, should you leave within twelve months, we reserve the right to deduct this from your final pay.

Disclosures in England and Wales are now,

potentially, portable. For a nominal annual fee you can enrol for the Disclosure and Barring Service update service. In Scotland, there is a separate Protecting Vulnerable Groups membership scheme. These services allow you to authorise your employer to view your current details.

You must disclose all relevant information about a criminal record or pending prosecution at the earliest opportunity. Failure to reveal information relevant to your position is against your interests. If we subsequently discover you withheld something you should have revealed, this may lead us to end your employment.

We will comply with current data protection provisions throughout the process. We will not discriminate unfairly against those who are subject to a criminal record check. We do, however, retain the right to review your continued employment if a disclosure affects your ability to undertake your role. This applies, for instance, where your name is placed on a "barred" list.

#### **Dress and Appearance**

Our residents and their loved ones place us in a position of considerable trust. Impressions count and we take a pride in our appearance – this matters to us, our residents, their families, and external parties.

Your dress and appearance standards should have regards to equalities and the diveristy of your workforce. Protected characteristics such as race, religion, disability, sex and sexual orientation often feature in dress and appearance challenges. However, your key strategic considerations should still be matters like health and safety, security, hygiene and professional reputation. You do not have to compromise your overall objective of projecting and acceptable professional image.

We do not try to prescribe exhaustively what is and isn't acceptable. Where we provide work wear, this must be worn at all times and laundered regularly.

You must not alter uniform we provide without our approval or wear it socially, outside of working hours.

Uniforms that we supply remain our property. We replace them periodically or when due as a result of normal wear and tear. In the unlikely event that loss or damage is caused through carelessness or inappropriate usage, we reserve the right to charge you for replacements.

You must return all your current uniform items when we replace them or when you leave our employment.

Our expectations are reasonable and not unduly restrictive. If you are unsure, please check with your manager before wearing something to work. We may ask you to change if we feel it is inappropriate. If you have to return home, the cost is your responsibility and we will expect you to make up any time lost.

We recognise the diversity of culture and religion within our workforce. We are sensitive to the potential impact of culture and religion on dress and appearance. We will look sympathetically at varying or adapting our expectations appropriately however, our priorities are principally measured by considerations such as health and safety, hygiene and professional reputation.

Please don't wear anything that is too casual or inappropriate for a work environment. It's important you always maintain a professional image at work. Examples of items we normally deem unsuitable to wear for work include:

- Denim of any description.
- Shirts featuring inappropriate or offensive slogans or images.
- Shorts and excessively brief skirts or dresses.
- Sportswear, football shirts and track-suits.

- Trainers, boat shoes, "flip-flops" or open sandals.
- Vests, cropped, "spaghetti" strapped or halter neck tops.

#### **Food Service and Preparation**

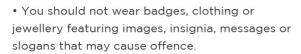
We will advise you individually of our specific requirements for working in food preparation or service areas. We provide standard items of uniform which you must wear whenever you are working.

There are some general expectations which we expect all food handlers to observe, these are:

- Long hair must be covered or tied back appropriately. Where we supply a hair net, cap or hat you must wear it whenever you are working. We do not allow hair accessories, elastic bands or anything else that may drop into food.
- You must not use fragrances which could taint food, or false eyelashes, glitter or granular make-up that could drop onto food.
- You must always keep your nails short and clean. You must not wear nail varnish or polish, nail extensions or nail jewellery at work.
- Shoes must be comfortable and appropriate, they must cover your whole foot and only have a low heel. Soles must be non-slip and toes must not be exposed.

#### **Grooming and Appearance**

- Hair should be neat, tidy and well groomed. A manager might discuss with you, if concerns exist regarding more extreme styles.
- Make-up should be discreet, lightly applied and ensure a natural look. You should use fragrances lightly.
- In the interest of hygiene and infection control, you should not wear clothing below the elbow, or the likes of wrist watches, bangles or bracelets.
- During work hours, we reserve the right to ask you to cover tattoos, skin decorations or unconventional body art that would otherwise be visible.
- Remove visible facial piercings and jewellery, other than modest earrings.



- We want to ensure your safety and that of others including residents so please ensure jewellery worn does not present a risk of any kind. In particular, please do not wear jewellery that may get caught or pulled. This includes chains and necklaces, bracelets and bangles, sleepers, hoops and dangling earrings.
- Do not wear dress or stone-set rings. These can inadvertently scratch someone, catch in equipment or machinery or drop into products or inaccessible places.
- Ensure any uniform you wear is clean and freshly ironed.
- Wear clean, polished and sensible shoes.

#### **Identity Badge**

As with all points around personal appearance, it is essential that we project the most professional image possible.

We will supply you with an identity badge and you must wear this at all times when at work. You must also carry your identity badge when undertaking work on our behalf at other locations, activities or events.

#### **Protective Clothing and Equipment**

Where we issue protective clothing or equipment, this is for your protection. You must wear/use it at all appropriate times. If you attend work without it, we may send you home to collect it. The cost is your responsibility and we will expect you to make up any time lost.

We're sure you will agree on the importance of wearing protective clothing and using the safety equipment we provide, however due to the need to protect you and others around you, we reserve the right to use disciplinary action in the event of any refusals or failures to adhere. Remember, you have a personal responsibility for your own health and safety and that of others. Please make sure you exercise this responsibly. This applies not

only in how you use protective clothing/equipment but also to its care and maintenance

#### **Hours of Work**

Your Principal Statement of Terms and Conditions of Service will refer to your hours of work.

You may also have the opportunity to opt-out of the restriction of an average forty-eight hour working week by signing a relevant agreement. Such opportunity is subject always to any over-riding legal restrictions e.g. drivers' hours, young workers etc.

#### Housekeeping

We're in a trusted and unique position – your workplace is a home for our residents. As such, please make sure your individual work area is always neat and tidy. Kitchens, utensils, vending areas, rest room facilities etc. should be left clean and tidy at all times.

#### **Induction Training**

We want your induction to be a positive experience. Each role within our homes has an induction pathway – this will be discussed with you when you join us and progress will be documented by your manager.

Your induction content is tailored to your role but all employees will be taken on a tour of the home and be introduced to their new colleagues. We will also help and encourage you to get to know those who use our services.

We will train you as appropriate in aspects of your role. This will help you to keep to our methods/practices, make sure you work safely and achieve required standards. As your employment progresses, we may extend your skills to meet new business objectives and activities.

#### **Job Description**

We may issue a job description for your position from time to time. Its purpose is to set down indicative duties and responsibilities and provide a good understanding of your role. Indicative duties are neither definitive nor exhaustive. They do not reflect a contractual entitlement.

#### Job Flexibility

Our homes can be a challenging but hugely rewarding environment. We expect you to adapt a flexible approach to your work pattern. It is an essential condition of your employment that you are prepared, whenever necessary, to transfer to alternative duties within the organization, this might include working at different homes.

During holiday periods, etc. it may be necessary for you to take over some duties normally performed by colleagues. We are dependent on this flexibility to adapt to the changing nature and volume of work. This helps to meet the needs of our residents but also protects the future of the organisation and your employment.

#### Lost Property

Please ensure you follow our lost property procedure. Initially, advise your line manager if you find something, no matter how small, we will then attempt to locate the owner. Under no circumstances should you remove anything you find from the premises.

### Misrepresentation and the Right to Work in the UK

Your continued employment is subject to the factual accuracy of information you provide to us. This applies during your recruitment as well as during your ongoing employment.

#### The Right to Work

Before you start work, we routinely verify your entitlement to work in the UK. Where you have only time-limited permission to work in the UK we conduct follow-up checks before its expiry. Other

circumstances, such as a transfer of undertakings, may require verification of your right to work in the UK. We may also ask staff previously covered by EU/EEA freedom of movement to confirm their status under the UK's settlement scheme.

If your employment status changes or legal entitlement to work is revoked, you must tell us immediately. You commit a criminal offence if you work in the UK illegally. You face imprisonment of up to six months and/or a fine. Wages gained from illegal working may also be seized as the proceeds of crime.

You must not mislead us about, or misrepresent, your right to work in the UK. Following urgent investigation, we normally have no alternative but to end your employment if you do.

#### Misrepresentation

If we discover you supplied false or misleading information to secure or retain employment, we will investigate this as a disciplinary matter.

Potentially this is gross misconduct. Infringement may lead us to end your employment.

Information you provided during recruitment may well include:

- Your qualifications and experience
- Membership of a professional body or enrolment within a statutory or professional register
- The content of your C.V.
- Personal or professional references
- Your status with the Disclosure and Barring
- Service or similar statutory body
- Your freedom to enter into an employment contract with us without breaching a prior undertaking or restrictive covenant with someone else

These examples are indicative and not intended to be exhaustive.

We may verify information you supply to obtain or retain your employment by consulting a third party or statutory agency. We reserve the right to

do so at any time during your employment.

Mobility

Your principal statement of terms and conditions of service indicates your normal place of work. It is a condition of your employment that, given reasonable notice, you transfer anywhere else we operate. This will be within reasonable travelling distance and may be temporary or permanent. This mobility is essential to our efficient operation and our residents. We will consult you before any such transfer.

#### **Outside Interests**

We are keen to protect your welfare and to ensure there is no conflict of interest. Normally of course we will not object to other employment, activities or interests. Please ensure you discuss these with your Manager first.

You must not engage in other activity, paid or unpaid, which interferes with performing your role. If we give you permission, you must notify us of all the hours you work. We need this to make sure there is no infringement of Working Time Regulations.

We do not allow arrangements that directly competes with or conflicts with our interests.

Anything you propose to do which may adversely reflect on our organisation will not be approved.

We reserve the right to withhold consent at our absolute discretion.

It is unlikely to apply, but in the event that it is a condition that you do not work for any other specific organisation, we will make this clear at the point of engagement.

You must not undertake work for others during your working hours and/or use our facilities or materials. You must always obtain specific approval in advance and this will only be agreed in exceptional circumstances. We regard infringements as a serious breach of our rules which can, following investigation, lead to your

dismissal

#### Overtime Payments/Additional Hours

We may require you to work additional hours over and above your normal hours. We must normally authorise such hours in advance but we try to provide as much notice as is reasonably practicable. Your principal statement of terms and conditions of service normally identifies the applicable provisions. It will identify if you qualify for payment/paid time in lieu. Where enhanced overtime rates apply, this is only when you work the equivalent of a full-time working week first.

#### **Parking**

If you leave a private vehicle, motorbike or cycle on or around our premises you do so at your own risk. We accept no liability for any loss or damage caused.

#### **Pension Provisions**

To help you save for retirement, the law requires us to provide an auto-enrolment, workplace pension scheme. You are eligible for enrolment if you meet certain statutory criteria. Currently, the following normally apply:

- You are at or above the current minimum weekly/monthly statutory earnings threshold.
- You are 22 years of age or older.
- You are under the current state pension age.

If you meet these criteria we must automatically enrol you into our pension scheme. You can opt out if you please however, staying in means you have your own personal pension when you retire. Your pension still belongs to you; even if you leave our employment.

Automatic enrolment schemes feature three elements that comprise your "pension pot".

These are your own contributions, our contributions and the Government's contributions (by way of tax relief). We automatically write to eligible new starters and those whose wages have moved them above the statutory earnings threshold. Our letter explains your options and

provides further information such as:

- Details of the scheme and who runs it.
- When you will be enrolled into it.
- The amount you will pay under the scheme by way of deduction from your salary/wages.
- Details of your right to opt out of membership.

Every three years we must go through a statutory re-enrolment process. Where you previously opted out (and in certain other circumstances) we may have to re-enrol you. We will write to you if we believe this applies to you, you can again opt out if you wish.

#### **Personal Details**

Please inform us of changes in your personal circumstances e.g. new address, telephone number, next of kin. It is important such information is up to date so we can make contact e.g. in an emergency. This may include contact outside of normal working hours in urgent circumstances. Please ensure anyone whose personal details you supply is aware that we may contact them in an emergency and you have their permission for supply of their details.

#### **Personal Mobiles**

If you bring your personal mobile into work please keep it switched off or on silent during working hours. Please use it only during authorised work breaks unless specifically authorised by your line manager. If you need to make or receive an emergency call, please advise your manager who can agree appropriate arrangements with you.

#### **Personal Property**

Please do not bring valuable personal items to work. Do not leave anything unattended or leave items overnight on our premises. We cannot accept liability for loss or damage to personal property you bring onto our premises.

#### **Probationary Employment**

You normally join us on an initial probationary period. During this time we review how well you are doing in your new role. Ultimately of course we want you to succeed - so we will provide feedback and support to help you. However, if your work performance is not up to the required standard, we may need to take supplementary action. This may include the extension of your probationary period.

During probation, we review with you your on-going performance and suitability. Ultimately, we hope to confirm your position.

Probationary reviews are a normal facet of day to day management. It will not be appropriate or necessary to be accompanied by a work colleague or trade union representative at review meetings. Any criticism will be constructive. It is aimed at achieving and sustaining improvement to enable your employment to be confirmed. Sometimes it may be necessary to extend the probationary period with your knowledge. This is to provide additional time to reach the standards we require

If you do not reach the standards we require, your employment may be terminated. This can be at any time during the probationary period (or extension). Where this is in prospect we will write to confirm the performance or conduct not meeting our standards. We will arrange a final review meeting to consider your response. The capability and disciplinary procedures do not apply to probationary reviews. However, you may be accompanied by a work colleague or trade union representative at this meeting.

Normally we will not approve annual leave during the first three months of probation. This applies unless we specifically agree alternative provisions at the time of recruitment.

We may, in any event, extend your probation to reflect any annual leave or other absence occurring during this period.



# **Professional Registration and Codes** of Conduct

#### Care Staff in England

There is a code of conduct for:

- Healthcare support workers (including assistant practitioners) with client/ patient facing roles (and who do not already have a code applicable to them).
- Adult social care workers who may operate in an independent capacity (for example personal assistants). They may be residential care providers, supported living staff, day support or domiciliary care workers.

Such staff must follow the Skills for Care Code of Conduct.

Staff in such roles also have six months from starting their employment to qualify for a Care Certificate.

If you fail to follow the Code of Practice or to achieve the Care Certificate, your employment is at risk and we may be unable to continue to employ you.

#### Care Staff in Scotland

We require staff providing care to be registered with the Scottish Social Services Council (SSSC). This applies if you are not already registered with another regulatory body; for example the Nursing and Midwifery Council.

Registration is compulsory for care assistants, senior carers and supervisors. If you fall into such group, you must always maintain registration with the SSSC (or another approved regulatory body). Your employment is at risk if you do not obtain and maintain registration and we may be unable to continue to employ you.

Staff in such roles have six months from starting employment to register with the SSSC.

#### Nursing and Midwifery Council

Nursing staff must be registered with the Nursing and Midwifery Council (NMC). You must observe their code: Professional Standards of Practice and Behaviour for Nurses and Midwives. This sets out the professional standards that you must uphold.

We will check your registration before you commence work. We reserve the right to check your registration status throughout your employment.

We are happy to reimburse the annual registration fee and will endeavour to offer support through the revalidation process – see your Home Manager for more details.

Your employment is at risk if you do not obtain and maintain registration and we may be unable to continue to employ you.

#### Salaries/Wages

Your principal statement of terms and conditions of service indicates your rate of pay and sets out the frequency and method by which we pay you. It identifies if you are entitled to payment/paid time in lieu for extra hours you work. Regular pay statements indicate your pay and any deductions we have made e.g. P.A.Y.E. and National Insurance.

Please raise any problems with your pay immediately with your manager e.g. under-payment, overpayment or incorrect deductions. Where we overpay you, this is normally recovered in full from your next pay. We may agree that significant sums are repaid over a longer period.

#### Tax Year Details

The tax year changes in the first week of April each year. Following the end of the tax year, we will issue you with a Form P60 which indicates your total pay and relevant deductions made for National Insurance and income tax. Form P60 is issued as a legal provision, you must carefully retain the copy we supply.

# **Treating Each Other Fairly**

## Equalities, Diversity, Inclusion and Human Rights

Treating one another fairly is paramount to our service – including (but not limited to) colleagues, guests, and external professionals.

We promote a working environment in which diversity is recognised, valued and encouraged. We acknowledge the multi-cultural and diverse nature of the UK workforce and society in general. We are committed to principles of fairness and mutual respect where everyone accepts the concept of individual responsibility.

We expect you to treat everyone you encounter on our behalf fairly and with respect. We seek to nurture positive relationships throughout and beyond our workforce. Everyone we employ has a role to play in the development of our organisation. Nobody should feel excluded by their identity, background or circumstances. We all have something positive to offer and we welcome the diversity of views and opinions inclusive organisations embrace.

It is therefore your responsibility to make sure you observe and adhere to this policy at all times. We view any breach seriously. We will investigate and potentially take disciplinary action. Given the seriousness, this may include dismissal in instances we consider gross misconduct.

We recognise that discrimination in the workplace in any form is unacceptable and, in most cases, unlawful. Our policy seeks to ensure job applicants and employees are treated fairly and without favour or prejudice. We are committed to applying this throughout all areas of employment. This includes recruitment and selection, training and development, benefits, rewards and promotion, dealing with grievances and disciplinary issues.

Our policy complies with current legislation. We review it regularly and will update it if the law changes. However, we recognise that equality of opportunity is best achieved by day-to-day

commitment throughout the organisation. We will consider support and training where necessary to achieve, maintain and promote our equality, diversity and inclusion agenda.

#### **Human Rights**

We encourage a working atmosphere in which human rights considerations are carefully measured. These include:

- · Respect for private and family life.
- Freedom of thought, conscience and religion.
- Freedom of expression.
- Freedom of assembly and association.
- The prohibition of discrimination.
- Sex.
- Sex orientation.

We strive to balance such considerations sensitively when determining operational arrangements. The following are important indicators of our treatment of equality, diversity and human rights issues:

- We ensure on induction that you are aware and understand equalities, diversity and human rights considerations implicit in your role.
- We expect you to ensure that this informs your treatment of other staff and those who use our services
- Our service relies on the bonds we build with our residents. We recognise that employees thrive when valued as individuals. We encourage all employees to bring forward different experiences and viewpoints appropriate to their work
- Our management team provide leadership in equality, diversity and human rights issues. We offer support to staff facing challenges and ensure services are subject to a process of continuous review and improvement.
- Where necessary, we will help you challenge inappropriate activity in the workplace and identify what to do if you discover infringements.
- We ensure our premises, equipment and working practices support a safe environment for staff and those who use our services.
- We assess risks to minimise the possibility of violence, harassment or bullying. We set out clear

procedures to follow in the event of problems. We monitor and review their suitability as a matter of course and always in the event of an incident or "near miss".

• We operate a structured process of supervisions, appraisals and development. We seek to ensure that the contributions staff make at work are positive and effective. We also ensure they meet statutory expectations. We aim to maximise potential and help overcome individual difficulties.

#### **Protected Characteristics**

No job applicant, employee or anyone we deal with receives less favourable treatment because of their protected characteristics. The protected characteristics are:

- Age
- Disability
- Gender Reassignment
- Marriage and Civil Partnership
- Pregnancy and Maternity
- Race (including colour, nationality, ethnic or national origin)
- Religion or Belief
- Sex
- Sexual Orientation

#### Your Responsibilities

We all play our part and each and every one of us is a stakeholder in the success of this policy. We expect you to make a positive contribution towards maintaining an environment of equal opportunity throughout the organisation. Please make sure you observe this policy at all times. In particular, you have individual responsibility to adopt the following:

- Do not take unlawful discriminatory actions or decisions contrary to the spirit of this policy.
- Do not discriminate against, harass, abuse or intimidate anyone on account of their protected characteristics.
- Do not place pressure on any other employee to act in a discriminatory manner.
- Resist pressure to discriminate placed on you by others and report such approaches to an appropriate manager.
- Co-operate when we investigate, including providing evidence of conduct which may amount to discrimination.
- Co-operate with any measures introduced to develop or monitor equality and diversity.

Discrimination is not just treating one person less favourably than another, it can take place because:

- Someone associates with a person with a protected characteristic.
- Someone is believed to possess a protected characteristic (even though they don't).
- Something particularly disadvantages people who share a protected characteristic more than others.

We expect you to treat, and be treated by, other employees and the people we deal with considerately and with respect.

If you feel subject to exclusion or discrimination, make clear to the individual concerned that you find it unacceptable. Person-to-person discussion at an early stage may be enough to resolve it without involving anyone else. Alternatively, please speak to your manager.

If your concerns continues, or you consider an instance to be particularly serious, please implement the grievance procedure. We assure you that grievances will be dealt with promptly and in a discreet and caring manner.

Should you feel an individual grievance is not appropriate to the situation, you may consider using our confidential reporting procedure.

#### Our Anti-Bullying and Harassment Policy

We support your right and opportunity to seek, obtain and hold employment without discrimination and with respect for your dignity. Our equal opportunities, diversity and inclusion provisions embrace principles supportive of equal treatment without discrimination. We expect and require everyone to recognise and observe the statutory protected characteristics.

Bullying and harassment in the workplace are discriminatory acts which are unacceptable and, in most cases, unlawful. Our policy applies whether working at our premises or remotely as well as to company sponsored events, activities and training. It also applies to work related communications, paper based or electronic, you may initiate or receive.

We are committed to providing a working

environment which is harmonious and acceptable to all. We extend this principle to the people our organisation deals with. We take reasonable steps to deal with any work orientated bullying and harassment complaints we receive. There are, however, legal limitations to the issues we can currently address.

#### What Is Bullying?

Bullying may be characterised as "offensive, malicious, intimidating or insulting behaviour". It can be an "abuse or misuse of power through means that undermine, humiliate, denigrate or injure the recipient".

#### What Is Harassment?

Harassment is "unwanted conduct related to a relevant protected characteristic, which violates an individual's dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment for that individual".

Harassment is not only unacceptable language or behaviour which causes the recipient to be embarrassed, offended or threatened. Someone may complain about particular behaviour that they find offensive even though it was not directed at them. Neither does the person complaining need to possess a particular protected characteristic. It may also be behaviour directed at someone who associates with a person who has a protected characteristic or because they are believed to possess a protected characteristic (even if they don't).

#### What Is Sexual Harassment?

Sexual harassment is defined as unwanted conduct of a sexual nature. It has the effect of violating dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for you. Workplace sexual harassment is behaviour that distresses you and is, effectively, a form of sexualised bullying.

#### Your Responsibilities

In our homes we are one team so it is your duty to treat people with respect, appreciating their feelings and considering their well-being in what you say or do. What may be acceptable to one person may upset and/or intimidate another. Bullying and harassment takes many forms and can range from relatively mild banter to actual

physical violence. They can be delivered in many ways and this policy applies to all forms of communication including text messages, email and comments posted on social networking sites.

#### Some Examples

The following are examples of behaviour which we find unacceptable:

- Coarse or insensitive jokes and pranks.
- Coarse or insensitive comments about appearance or character.
- Display or distribution of offensive material whether written or pictorial.
- Deliberate exclusion or isolation from conversation or activities.
- Inappropriate contributions to social networks, blogs or messaging services that potentially violate dignity.
- Unwelcome familiarity or body contact.
- Abusive, insulting, or threatening language.
- Demands, threats or abuse of power to intimidate or obtain favours.
- Threatened or actual violence.

This is not intended as an exhaustive list.

#### Some Examples of Sexual Harassment

- Sexually degrading comments or gestures
- Staring, leering, whistling and cat calls
- Sexual teasing, jokes, remarks or questions
- Ridiculing someone because of their chosen gender identity
- Text messages, images or e-mails featuring sexual content
- Sexual assault, unwelcome sexual advances and touching
- Offers of rewards for sexual favours or penalties for refusing.

These examples are indicative and not intended as an exhaustive list.

We investigate all allegations of such behaviour thoroughly. Offenders are liable to disciplinary action and, in serious cases, dismissal. We conduct investigations fairly and, as far as possible, confidentially. However, we cannot guarantee to prevent identities or personal details being revealed, especially where infringements are established.

If you feel you are being bullied or harassed, the

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first step is to make clear you want it to stop. Tell the person bullying or harassing you that you find their behaviour unacceptable. Person-to-person discussion at an early stage is often enough to stop harassment. Alternately, you could seek the help of a trusted colleague and ask them to approach the person causing offence on your behalf.

If the behaviour continues, or you consider an instance to be particularly serious, please implement the grievance procedure. We assure you that grievances will be dealt with promptly and in a discreet and caring manner.

Where you make or support a complaint in good faith, you will not be victimised for doing so whatever transpires.

We are unable, however, to protect anyone who maliciously makes or supports an untrue complaint. We investigate such occurrences utilising our disciplinary procedure.

#### **Recruitment and Promotion**

The selection methods we use for recruitment and promotion are related to the requirements of the job.

- We do not seek irrelevant qualifications, experience or skills. Applicants for employment and promotion are short-listed/selected solely on the basis of their assessed capability for the role.
- We consider support and reasonable adjustments where applicants may need such to assist them to carry out the role for which they are applying.
- We ensure that there is an adequate complement of staff with the right competencies, knowledge, qualifications, skills and experience to meet the needs of those who use our services.

### Our Recruitment and Employment Principles

We embrace principles supportive of equal treatment without discrimination and with the protection of employment law for all staff.

They are broadly based on principles developed

by the United Nations and Institute for Human Rights and Business regarding migrant workers. However, we have chosen to extend relevant principles to all our staff.

We treat all staff equally, without discrimination and with respect for their human rights. All staff enjoy the protection of relevant UK law in respect of their employment. In particular:

- We bear the full costs of recruitment and do not charge staff fees for hiring, placing or promoting them
- We provide written statements of terms and conditions of employment to all staff as required by law. These documents explain everything in a clear and transparent way.
- We support the right to seek, obtain and hold employment without discrimination and with complete respect for dignity.
- We do not coerce anyone to work for us after all we want you to choose to work in our homes and do so voluntarily
- You must prove your entitlement to work in the UK however, we do not hold or retain original passports, identity documents or residency papers. You should retain such documents personally.
- Everyone is paid regularly, in accordance with their terms and conditions. We provide a written summary of pay and deductions (pay slip) on every occasion.
- Everyone has the right to join or not join a trade union at their complete discretion.
- We provide safe and decent working conditions with suitable training as necessary. Our operations comply with or exceed statutory health and safety standards.
- We provide formal grievance provisions through which staff are free to lodge a work related complaint or raise a matter of concern.
- We do not impede anyone's freedom of movement or their opportunity to seek employment elsewhere.

# **Our Environment**

# Adverse Weather and Other Disruptive Circumstances

There may be occasions when unusual/unforeseen circumstances affect your ability to work normally. These include:

- Adverse weather conditions, such as a severe snowfall.
- Disruption to public transport because of strikes.
- Road closures due to accidents or terrorist threats.
- Statutory regulation, government instructions, guidance or measures designed to protect your health or the health of others.

Where appropriate, we expect you to make every reasonable effort to reach your workplace. You should adapt your means of travel if necessary, even if this means you will arrive late. Where we issue protective clothing or equipment you must wear/utilise it.

We do not expect you to risk your or the health and safety of others to reach or undertake work. In all relevant circumstances, please notify your line manager you will be unable to reach your workplace on time. You must do this as soon as possible; preferably well before your normal start time. You must always make contact no later than one hour after your scheduled start time. You should make every reasonable effort to get to work later in the day if the situation improves. Dependent upon the circumstances, you may request, or we may suggest, such time is taken as holiday or unpaid leave. You may also ask us to consider whether you can make up the time at a later date. We will consider whether it is possible for you to work elsewhere or from home.

Where conditions worsen while at work, we may decide that work must cease. We may advise you to leave work early. We may decide to postpone or cancel work on succeeding day(s). We will only take such action where there is a risk to your or other people's health and safety. Where there is the potential for disruption to persist, we will examine possible contingency measures.

You must not leave your workplace without first obtaining our approval. We will consider it unauthorised leave if you do. This will normally result in the period being without pay. We may also take disciplinary action.

We will advise you as quickly as possible of any contingency arrangements we intend to implement. In exceptional circumstances, we may be forced to advise you that work cannot take place at all. This is normally for health and/or safety reasons and may be by third party decision. A dangerous building may be closed by the local authority, for instance. The police may make an area a crime scene. Compulsory measures to control infection, disease or an epidemic may result in premises having to close.

Such matters are often entirely beyond our control. We may have to send you home or advise you not to come to work at all.
With very short-term situations, we will consider

whether we can continue to pay you normally. If we do, we can require you to make up lost hours. Such hours do not attract additional remuneration or premia payments.

Where such circumstances continue for a longer period, we may have no alternative but to invoke lay-off or other measures.

#### **Business Expenses**

We will reimburse you for authorised and legitimate expenditure you reasonably incur. This only applies during the proper performance of your duties e.g. travel, accommodation and other agreed out-of-pocket expenses. You must get approval in advance, fill in an expenses claim form and submit valid VAT receipts as appropriate.

You must submit expenses claims promptly.

Normally, you should do this as soon as the relevant claim period ends. If you fail to submit claims promptly without a valid reason, this may result in non-reimbursement. If you feel you cannot comply with our normal time-frame,

please advise your line manager immediately. We will supply you with any specific rules/procedures for claiming expenses separately.

#### Company 'Pool' Vehicles

#### Driving and Authority to drive company vehicles

- Your driving license must be produced for review prior to driving any of our vehicles and at other times requested by head office.
- If at any time your license is endorsed, or you are disqualified from driving, we must be informed immediately.
- You must ensure that the vehicle is not used by anyone other than authorised employees.

# Company Vehicles retained by you for the duration of your employment

#### Fixtures, Fittings, Modifications and cleaning

- No fixtures such as aerials, roof racks, stickers etc may be attached to our vehicles without prior written approval.
- No change or alterations may be made to the manufacturer's mechanical or structural specification of the vehicle.
- When using one of our vehicles, you must ensure that it is kept clean and tidy and that it is returned to us in that condition after use.

#### Warranty & Maintenance

- All warranty work must be reported to us prior to it being carried out.
- Full details of any maintenance or repair work required must be provided and written approval given from us in advance to any work being carried out. Reimbursement will be made against production of this approval and full invoice of approved worked.

#### Legal Considerations: Pool Vehicles and Company Vehicles Retained by You

- You must use our vehicles in line with current law.
- It is illegal to use a mobile phone whilst driving (without hands free). It is our company policy that

you should not use any mobile phones whilst driving. You should pull over in an appropriate place before taking or receiving any calls or text messages

• Smoking is prohibited in all enclosed and substantially enclosed premises in the workplace, including vehicles used for company business. This policy applies to all employees, contractors, customers or members of the public using their own vehicle for company business. This policy also applies to the use of electronic cigarettes.

Company disciplinary procedures will be followed if you do not comply with our policy. You could also be liable for a fixed term penalty fine and possible criminal prosecution if you do not follow the legal requirements.

#### **Conduct At Work**

During work times you should make sure your efforts and energies are concentrated on achieving work objectives.

We expect you to conduct yourself in a reasonable manner towards any person with whom you come into contact on our behalf.

We are proud of our diverse workforce in our homes but we expect all staff to speak English whilst on duty. This is an important health and safety consideration for co-workers. Equally, residents should not feel uncomfortable or concerned because they cannot understand what you say. If you wish to converse socially in another language, please do so only during rest breaks.

We expect you to observe reasonable instructions or requests issued by those authorised to act on our behalf. In particular, you must:

- Be diligent, honest and ethical in the performance of your role, duties and responsibilities.
- Operate always in our best interests in a polite, professional and competent way; co-operating fully and willingly with others.
- Devote the whole of your working time,

attention, skills and abilities to your role, duties and responsibilities.

- Work always to the best of your abilities.
- Use your best endeavours to promote, develop and extend our business interests.

#### **Conduct Outside Working Hours**

We respect that everyone needs to 'switch off' and have no wish to intrude upon your activities or interests outside of work. However, we expect you not to engage in any activity outside working hours which:

- Could result in adverse publicity to our organisation.
- May cause us to question your integrity.
- Prevents you from performing your duties/responsibilities to our satisfaction.
- Prevents us meeting our legal obligations.

Infringements may lead us to investigate further. Disciplinary action, including dismissal in the most serious circumstances, may follow.

#### Confidentiality

During your employment you will inevitably come across or use sensitive or confidential information/data. This may be about us or the people we deal with. It may relate to other employees, those who use our services, their family or supporters. It could be about our suppliers or those who provide us with professional services.

It is important to recognise this is privileged information. It must not be disclosed to any third party without specific authority. This also applies where we must respect an obligation of confidentiality to anyone else. It does not matter whether you are within or outside of working hours. You must also continue to respect this requirement after you have left our employment. This is both a legal and contractual obligation.

Confidential information/data includes but is not limited to:

• Medical records or information.

- Records of employment, care, treatment or support.
- Sensitive correspondence between us and any statutory, professional or public body or agency.
- Sensitive information/data about or received from residents including health, care, family relationships or finances.
- Unpublished financial accounts or statistical data
- Trading or operational procedures, methodology or analyses.
- Processes, plans, designs and products in development or subject to modification.

These provisions apply to information/data acquired through your employment and not publicly available other than by your disclosure.

You must not remove, store, disclose, publish or misuse such information/data. You must not supply it to any unauthorised person or organisation in any way.

Under normal circumstances, personal or sensitive information must never be disclosed by telephone. The only exception is where there is specific, recorded approval for this to take place.

If you are in any doubt about what information you can provide to a third party, seek advice from your line manager. In urgent circumstances, where they are unavailable, you must refer the issue to a more senior manager for decision. Except in dire circumstances, e.g. a medical emergency, you must not disclose such information without specific authority.

We view the inappropriate disclosure of such information/data as a serious disciplinary matter. It may, following investigation, lead to disciplinary action. The penalty can include dismissal where the inappropriate disclosure is particularly serious.

We must specifically authorise any deviation from this policy in advance. We will only allow such deviations where you do so in the proper performance of your job or as required by law.

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You must return to us when we request, and in any event when your employment ends, all our documents and equipment. This includes information belonging to us which you may have stored on portable or external electronic media locations. Where we request, you must delete, destroy, remove or erase confidential information contained in documents, electronic storage media/devices, disks etc. This applies to all material in your possession or under your control, irrespective of its location.

We expect you to take all appropriate action to maintain the security and sensitivity of confidential material. We also expect you to use your best efforts to prevent disclosure, publication or misuse of confidential material by others. Please report any suspected breach to us immediately.

#### Confidential Reporting Procedure

We operate a confidential reporting procedure. It's available to everyone irrespective of length of service or position.

Our procedure provides you with access to a safe and effective means of reporting matters of genuine concern. This could be something inappropriate about the way you believe we run our organisation. It could be something inappropriate you believe another employee is doing. It could be perceived misconduct or some other wrongdoing. It is not intended for personal matters relating to your own contractual terms and conditions of employment. You must deal with such matters through our grievance procedure.

We acknowledge that it is never easy to report a concern. This is particularly the case when you observe serious misconduct or discover unlawful acts. However, we urge you to refer such matters at the earliest opportunity. As far as we are able, we will deal with anything you report promptly and confidentially. To ensure this, it's important you follow our procedure.

#### **Guiding Principles**

- We must all be watchful for unlawful or unethical conduct at work. Preventing and eliminating workplace wrongdoing is important.
   We all have a duty to report such inappropriate behaviour or activity.
- We will consider matters you raise under this procedure confidentially. We will investigate them promptly and thoroughly.
- We will not victimise or penalise you for raising a reasonable belief under this procedure. This applies equally if you come forward with genuine concerns which later turn out not to be justified.
- You cannot be instructed to cover up wrongdoing or told not to report genuine concerns. This applies even if the person telling you to do so is someone in authority such as a manager. To tell you to behave in this way is itself a serious disciplinary offence.
- If anyone attempts to intimidate, bully, harass or victimise you for reporting something through this procedure you must tell us.
- We treat misconduct or wrongdoing uncovered following an investigation under this procedure as a disciplinary matter. We may also have to report it externally; for instance to a statutory body.

#### **Our Procedure**

- Initially, you should report concerns to your line manager. If you are unsure whether to raise the matter, you can talk confidentially with that person. If you have concerns your manager may be involved, please contact a more senior manager/director.
- Your line manager will either investigate your allegation personally or refer it to someone more senior. You will be advised if it is to be referred elsewhere. On conclusion of the investigation, we will advise you of the outcome. We will explain what action we are taking. If we do not intend to take any action, we will explain why.
- If you do not receive an acknowledgement of your concerns within seven days, please contact a more senior manager/director. You can also do this should you believe investigation has been insufficient or your concerns have not been

considered at a high enough level. Again, please contact a more senior manager/director in such circumstances. It's very important to us that you have complete confidence in this procedure.

#### Whistleblowing

We passionately believe in the importance of openness. To this end our homes strive for a culture in which people feel able to voice concerns over serious wrongdoing or malpractice.

The policy has been adopted so that all employees are empowered to raise legitimate concerns, where people act in good faith without any concern of detriment including victimisation, as result of raising concerns.

#### Definition of "Whistleblowing"

The law provides special protection for workers who make what are known as "public interest disclosures". This is colloquially referred to as "whistle-blowing". Officially they are qualifying disclosures made in accordance with current public interest disclosure legislation. They only apply when you report something which is in the public interest. You must reasonably believe it to be so because it concerns:

- A criminal offence.
- A miscarriage of justice.
- An act creating risk to health and safety.
- An act causing damage to the environment.
- A breach of another legal obligation we may have.
- Our concealment of any of the above.

#### **Procedures for Internal Disclosure**

If you are concerned about an aspect of individual or corporate behaviour, your concerns can be dealt with within this procedure.

Any person who wishes to report concerns should do so by writing confidentially to the Registered Manager. In the event that the concerns relate to the Registered Manager, they should be reported to the Operations Manager/HR Department.

If you do not feel that the Registered Manager or Operations Manager/HR is handling your concerns appropriately, you may report your concerns directly to CQC (in England) and the Care Inspectorate (in Scotland).

#### **Protection for Staff**

The person making the allegation will be given assurance from the manager receiving the complaint that all steps will be taken to maintain confidentiality as far as is consistent with progressing the matter.

In some cases, it may not always be possible to preserve the confidence between the person raising the allegation and the Registered Manager. Such as if the matter reported is serious enough to involve agencies such as the police or an external agency like the CQC, Care Inspectorate or the Health & Safety Executive. A discussion will take place with the person raising the allegation where management feel that there is no alternative but to report the matter to an external agency.

A member of staff will never be disciplined for raising a concern, so long as they follow this procedure or make disclosures in accordance with the Public Interest Disclosure Act 1998 however disciplinary action could be taken if someone used this procedure to raise false concerns in bad faith. The company will decide whether disciplinary action is to commence.

The company will take any steps necessary to ensure that those who raise concerns are protected from bullying or victimisation by fellow workers

#### Making Malicious Allegations

If we identify that you deliberately made or supported malicious allegations, we will investigate this using our disciplinary procedure. Following investigation, should we conclude your actions amounted to gross misconduct; this can result in your dismissal.

#### **Approaching External Organisations**

Under no circumstances should you approach a commercial organisation, the media etc. instead of utilising this procedure. Neither should you publish or promote your concerns on social networking sites, blogs etc. If you do so, you jeopardise our opportunity to investigate your concerns properly. Such action also negates our promise to deal with matters confidentially. If you fail to use this procedure it also impedes our ability to provide you with the protections it envisages. We may consider deliberate breaches to be acts of serious misconduct. We will investigate your actions utilising our disciplinary procedure. Following investigation, should we conclude your actions amounted to gross misconduct, this can result in your dismissal.

#### **Copyright and Intellectual Property**

Anything you discover or invent during your employment shall belong absolutely to us. This shall include anything you create, compose, design, originate, perform or develop within your employment. It applies in all media (including written, visual, photographic, electronic or audio formats). You must provide all details necessary for us to protect and exploit the intellectual property rights.

You agree to execute all such documents necessary to assign copyright or other intellectual property rights to us, if requested. You agree to co-operate with us to enable a patent to be obtained in our favour, where appropriate. You also agree to execute a waiver of any moral rights in such intellectual property, if requested. We agree to meet all necessary costs and expenses in doing so. You agree to do all or any of this beyond the termination of your employment, if necessary.

You must not dispose of, assign, store, record, reproduce or transmit any such intellectual property except with our explicit approval. This applies except where you do so in furtherance of your duties and responsibilities on our behalf.

Exceptionally, you may believe that copyright or other intellectual property rights reside, in whole or in part, with you. You must not import any such property, material, media etc. onto our premises or systems in such circumstances. You must not utilise or rely upon it in conjunction with your work on our behalf. You must first clarify matters with the Board and seek its specific agreement before doing any of this.



# Data Storage, Email, Internet and Social Networking

#### Introduction

During your employment, you will inevitably access our communication systems and equipment. This may routinely include fixed and mobile phones, internet and email systems. You may also have access to laptops, tablets, smart phones and other data storage/sharing systems and devices we utilise.

Usage is not without risk and must always conform with our procedures. It is a serious disciplinary offence if you fail to observe our rules and requirements. We will take appropriate disciplinary action which may result in dismissal for serious infringements.

We monitor usage of our databases, email, internet, telephones and all other forms of communication for our operational efficiency. We must also ensure compliance with data protection, lawful interception of business communications and computer misuse legislation.

We may intercept any personal communication you send or receive utilising our equipment, systems or facilities. It does not matter whether you do so with or without our approval. Do not assume privacy, confidentiality or security for any personal communication you send or receive via our systems or equipment.

#### **Legal Implications**

Your use of our data, email and the internet (including social networking sites) must accord with all legal obligations and have specific regard to the following:

- You must not post defamatory or derogatory statements about us, our employees, clients, suppliers etc. This applies to business and personal email. It also applies to contributions you make on internet/social networking sites, blogs, by use of messaging tools etc.
- You must not upload, download or otherwise utilise commercial software, applications or any other copyright materials belonging to others.
   You must receive express authorisation before

doing so where our organisation is licensed to use such material.

You infringe the Computers Misuse Act, Data Protection Act or General Data Protection Regulation if you:

- Deliberately access or disclose computer programs or data without authority.
- Access programs or data with the intent to commit or facilitate the commission of an offence.
- Intentionally make unauthorised modification of computer programs or data held in a computer.
- •Deliberately access, process, knowingly or recklessly obtain or disclose personal data or information without authority.

#### **Monitoring Email**

We cannot guarantee your privacy when using email communication (both internally and externally) and you should not expect it. We reserve the right to access your email at any time. This includes periods of holiday or sickness. We routinely monitor and review email usage to:

We may routinely monitor and review email usage. Examples of why we may do so include to:

- establish information and produce statistics relevant to our operations;
- determine whether or not communications relate to us:
- reduce the level of inappropriate unsolicited email (spam) we receive;
- manage our network to make sure our systems operate efficiently and securely;
- identify unauthorised or inappropriate usage, including breaches of these rules and procedures;
- prevent or detect crime, security or disciplinary breaches;
- intercept communications that may contain viruses;
- monitor volume and nature of email whether sent individually or more generally.

Email is not a substitute for face to face or telephone communication. Take care that the content of messages cannot be misinterpreted. Email is inherently insecure. It must not be used to send confidential or sensitive information

unless authorised. Even then you must utilise appropriate security controls/encryption/data loss prevention mechanisms. Emails can be copied, cascaded or misdirected to people you did not intend to receive them. They may become contractually enforceable or even be used in legal proceedings against us or you. You may also be personally liable if you infringe data protection legislation by inappropriately disclosing someone's personal data in an email.

#### Remember:

- •The style and content of email messages must be consistent with standards we identify.
- You must not send confidential, personal or other sensitive information by insecure email.
   Consult your manager regarding the use of appropriate security/encryption/data loss prevention strategies.
- Contracts can be offered, accepted and varied by exchange of email and may be binding. This can apply even if you do not have authority to conduct such activity on our behalf.
- We are potentially liable for inaccurate, inappropriate or defamatory content you circulate. We hold you accountable for all email communications you initiate that may affect us. This applies whether what you say is contained in official or your own personal email.
- Make sure statements made in emails are factually correct and expressed appropriately.
- Only send email to those for whom it is directly relevant. Only c.c. messages when it is important that those specific additional recipients see them.
- •We expect you to make expeditious use of the b.c.c (blind copy) facility. This permits you to copy an important email to several people without disclosing each person's email address to the others. This may be particularly valuable where the list contains personal email addresses.
- You potentially commit an offence if you disclose someone's personal data inappropriately e.g. in an email. You may be held legally liable personally for doing so. You may also face disciplinary action. We may consider the most serious infringements to be gross misconduct or

gross negligence which can lead to dismissal.

- If an email looks suspicious it quite probably is.

  Exercise considerable caution before you open unknown or unexpected emails and/or attachments. They may contain malicious applications, import viruses or subject our systems to a "ransom" attack.
- Do not use the "reply to all" facility incautiously or cascade "chain", "junk" or "spam" emails to anyone else.
- Use the "reply" facility only when you have something specific to say. Don't clog up other users' inboxes simply by saying "thanks".
- Keep passwords secure. Do not divulge them to any other person or organisation. Do not allow anyone to see you enter passwords.

#### **Policy Infringements**

Please tell your Line Manager immediately if you become aware of any infringement of this policy or receive inappropriate email. You can also raise matters of concern formally by using the grievance or confidential reporting procedure.

#### **Security Rules**

- You are responsible for the security of all IT equipment we provide for your use.
- Lap-tops should be locked away securely whenever they are not in use. They must not be left on view or unattended in vehicles.
- You should keep passwords secure and never divulge them to any other employee.
- Log off or lock your computer whenever you leave it to prevent inappropriate access by others.
- Only keep content relevant to your role on our behalf on equipment we provide.

You must take great care to comply with our policies and procedures when utilising email or accessing the internet. You must not compromise our information security by inappropriately processing data electronically. You must always operate according to the standards we identify.

#### **Social Networking**

Social Networking

You should not make contributions relating to or impacting our organisation on social networking sites or via 'blogs' etc. This applies unless we have specifically authorised you to do so as part of your role. You must not comment about any other member of staff, client, supplier etc.

Anything you do post on social media using our systems or equipment may well be visible to us.

We do not set out to monitor such activity but cannot ignore inappropriate content discovered or drawn to our attention.

You must exercise caution even when you use your own devices. And whether your activity takes place in work time or your own.

Contributions you make can impact detrimentally upon our interests, whether inadvertently or otherwise. You must always be mindful of our equalities, diversity, bullying and harassment policies in what you post. Infringement of such policies is potentially a serious breach of our rules. It may result in disciplinary action and, in serious cases, dismissal.

Inappropriate disclosure of someone's personal data, including their image, in any post you make may amount to a criminal offence. Be very careful about any image, and its intended purpose, that you propose to publish digitally.

We hold you accountable for all contributions that you make. Anything you post can impact upon us even if you did not intend this. It does not matter whether your post was made personally or on our behalf. Consider carefully whether what you intend to say could be detrimental to our interests. You should take great care not to post anything that could be considered inflammatory. You must ensure you do not publish inaccurate, inappropriate or defamatory content. We will view infringements as a serious breach of our rules. This may result in disciplinary action and, potentially, dismissal.

We appreciate that many people use social networking sites including Facebook, YouTube, Tik-Tok, SnapChat, Instagram, LinkedIn, WhatsApp or Twitter. You may do this personally or even in your professional capacity on our behalf. If you identify details of your role within our organisation, we can clearly be associated with what you say. Therefore, anything you post on such sites must not infringe the provisions above.

You may also develop a database of contacts on such sites. It will inevitably contain a mixture of connections. You may obtain some from our contact database. You may create some with our clients, other employees etc. during your employment. Some may be contacts from former roles or your personal acquaintances. Where you develop contacts through your work on our behalf, our confidentiality provisions apply. You must respect them even after you leave our employment. Confidential information includes, but is not limited to, information and data about other employees, customers, clients, suppliers etc. We may require you to supply details of contacts established as part of your employment before you leave. We may require you to delete such contacts from your account(s) at our entire discretion.

Where you have a grievance or concern about something associated with work, do not use social networking to air it. You should normally discuss it with your Line Manager at an early opportunity. We also have a confidential reporting system which is available to all employees. This provides you with an appropriate means of raising matters of concern about any aspect of our organisation.

#### Using the Internet and Email

Our facilities must only be used for official purposes. Do not use our equipment to send email or access the internet (including social networking sites) for non-business purposes. This applies whether during working hours or in your own time.

Internet and email usage must always accord with our policies and procedures. The examples below are typical of infringements we regard as serious. Infringements can result in disciplinary action and potentially we may dismiss you.

The examples below are indicative and not intended to be exhaustive:

- Sending messages or images that are potentially offensive, libellous, obscene or contravene our equal opportunities policy.
- Sending messages or images that could constitute bullying or harassment or are potentially detrimental to our organisation's interests.
- Accessing the internet or sending email for any illegal purpose or acting in breach of the Computers Misuse Act, Data Protection Act or General Data Protection Regulation. This also includes downloading or watching television programmes without any requisite licence.
- Accessing or distributing pornographic images, graphics or text depicting nudity, intercourse or sexual acts.
- Using our networks or equipment without approval to access social networking sites such as Facebook or YouTube during working hours.
- Engaging in on-line gambling using our network or equipment.
- Downloading or distributing copyright information and/or software without express approval.
- Setting up websites, web pages, blogs etc. using our facilities or in our name without express approval.
- Publishing images, pages or contributions on external websites (including social networking sites) without express approval. This restriction relates not only to content referencing our organisation but also our employees, clients, suppliers etc.
- Buying or selling things and engaging in online auctions on your own behalf or in our name without express approval.

#### **Drugs and Alcohol**

Given the nature of our work and the needs of our residents, we require you to attend work in a fit and appropriate state. Impairment from the effects of drugs or other substances (whether legal, illegal or supplied on prescription) or alcohol is unacceptable.

You must not report for or be unfit at work due to drugs, psychoactive substances, intoxicants, alcohol etc. If you are unfit for work due to drugs, intoxicants or alcohol consumption this is a serious infringement of our safe working procedures. Where we believe there is an infringement, disciplinary action will be taken. This can include summary dismissal in serious cases.

We may take disciplinary action, for instance:

- After an accident or incident where we believe drug use or consuming alcohol contravened our rules.
- Where we believe you reported for work under the influence of drugs or alcohol.
- Where your behaviour puts health or safety at risk or causes injury or damage. For example, you have an accident when driving a vehicle under the influence of alcohol.
- Where your misuse has unacceptably compromised our interests.

#### **Alcohol During Working Hours**

You must not consume alcohol on our premises at any time. Please also refrain from consuming alcohol off our premises during working hours, including meal breaks etc.

## Prescription Drugs, Patent Remedies and "Legal Highs"

The effects or side effects of prescription drugs and patent medicines can potentially jeopardise your normal work. Most psychoactive substances (sometimes referred to as "legal highs") are illegal for human consumption.

It is your responsibility to ascertain whether anything you take or use may impact adversely on your work. This applies even where the product, medication etc. has been legally supplied.

Consult your manager if you are concerned that the impact of such medication may be unsafe/inappropriate at work. We will individually agree action, including temporary exclusion from tasks/duties, if it places you or others at risk.

#### Friends and Relatives Contact

Please ask friends and relatives not to visit you at work except in the case of emergency.

#### **Fundraising/Collections**

You must seek prior permission before you make any collection or undertake fundraising on our premises.

#### Gambling/Betting

All unauthorised forms of gambling/betting are forbidden on our premises, whether during or outside of working hours.

## General Attendance (Absence/Timekeeping)

Please arrive ready to start work at your official starting time. Please use the designated employee entrance and observe any time recording procedures relating to your job. If, for any reason, you need to leave work during the working day you must obtain permission from your line manager.

We keep records of lateness and absence. Given the needs of our residents and necessity of having employees on shift, unacceptable levels of timekeeping and attendance could result in disciplinary action.

If you are going to be absent, you must always comply with our reporting procedures. You must advise us immediately of e.g. sickness, delayed return from holiday, a domestic emergency etc. If we expect you at work and you cannot attend,

you must inform us. If you are physically unable to do so personally, you must arrange for someone else to contact us urgently. You must subsequently provide any necessary evidence to support your absence, e.g. a medical certificate. Absence from work without good cause, or failure to notify us of your absence, are potentially disciplinary matters. In particularly serious cases, we may consider either to be an act of gross misconduct. Following investigation, the normal penalty for gross misconduct is summary dismissal.

#### Gifts and Hospitality

The Bribery Act 2010 makes it an offence to offer, promise or give a bribe. It is also an offence to request, agree to receive or accept a bribe.

A bribe is "a financial or other advantage offered or requested with the intention of inducing or rewarding improper performance of a relevant function or activity". It also applies where you "know or believe that acceptance would constitute improper performance of a function or activity".

It is our policy to conduct our business in an open, honest and transparent way. We do not condone the use of corrupt practices or acts of bribery to obtain an unfair advantage. We adhere to the highest ethical standards and this is reflected in every aspect of the way in which we operate.

You must be alert to attempts to influence you inappropriately or to engage in/facilitate bribery. This is especially relevant to those procuring goods or services or dealing with third parties on our behalf. For instance, you may be offered excessive hospitality or gifts to facilitate business dealings. You must not accept any inducement designed to influence you inappropriately in the performance of your job.

Occasionally, a resident may place you in a difficult position by asking you to assist with, or witness, their will. You must not get involved with any will, deed of gift or any other official

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documentation. Involvement with anything that could later be challenged by relatives or beneficiaries is potentially embarrassing for you and for us.

In order to avoid accusations of inappropriate or undue influence, you must not accept gifts of money from residents. Neither should you accept or encourage bequests under their wills. You must notify your manager immediately if you believe that a gift or bequest is being considered. If however, a Resident is insistent on making a gift then he/she must be advised to seek independent advice and as an employee, you should also seek advice from management.

If you are asked for advice or to be party to a resident's financial arrangements, you must politely decline. You must also inform your manager of any such approach immediately.

It is important you do not act inconsistently with our standards or, however inadvertently, bring our integrity into question. Accepting or offering a gift which influences or seems to influence your actions or decisions on our behalf may do this.

A record will be kept of all approved gifts/ hospitality given or received. Gifts/ hospitality must always be proportionate and reasonable. You must not treat the person/organisation that provides such gift more favourably than other clients/ suppliers, etc. If unsure, check first with your line manager.

This policy does not apply to promotional and trade items such as stationery or pens with a logo or company name. This is always provided the items have no significant value. Samples or "freebies" from our suppliers remain the property of the company and must be declared.

Where you are unsure, or feel refusal of a gift or hospitality might cause difficulty, consult your line manager first.

We are committed to this policy and take a "zero

tolerance" approach to any act of bribery or corruption by a member of staff. We view breaches as serious misconduct which, following investigation, may lead to disciplinary action and possibly dismissal.

Should you suspect bribery/attempted bribery has occurred (even if not personally involved) you should report this to a senior manager. You can also utilise our confidential reporting procedure, if preferred.

We will review this policy from time to time in the light of experience.

#### Health and Safety at Work

We each have a duty of care for our own health and safety and that of others. This applies for employees, residents, visitors, suppliers etc. You must cooperate with us and adhere to our rules and procedures to protect health and safety. We attach great importance to providing employees with a healthy and safe working environment. We accept our legal responsibilities to provide a safe place and systems of work and suitable equipment to work safely. During induction, you will be informed of our health and safety policies and any specific rules relating to your job. You must not interfere with any measures we have introduced for safety and/or protection of employees' health.

We deal with breaches of safety rules under our disciplinary procedure and regard serious breaches as gross misconduct.

If you have an accident at work, however minor, you must record it in our accident book. If you are working off site, please document it at the site where you are working and notify us subsequently. You MUST provide:

- Details of the nature of the accident or injury.
- Any first aid or other treatment received.
- The names of any witnesses with contact details if possible
- The date, time and place the accident occurred.

You must ensure that you are aware of our fire and evacuation procedures and what to do in an emergency.

Smoking, including the use of electronic "cigarettes" is not permitted anywhere on our premises, except in specifically designated outdoor areas. You may only smoke during allocated rest breaks and in the interest of infection control, should remove your uniform before smoking.

#### Personal Information and Data Protection

Throughout your employment it is necessary for us to obtain, process and retain legitimate personal information about you. Normally we utilise such personal data to fulfil contractual provisions such as paying you or recording your sickness absence. We frequently use it to deal with legal obligations such as paying tax or ensuring you receive statutory benefits. Less frequently, we may have an additional, legitimate interest in collecting and processing personal data. This could be to measure the ethnic diversity of our workforce, absence levels, gender pay gaps etc. We anonymise or pseudonymise such information where possible. No decision that affects you personally is made relying solely on automated processing of personal data. Decisions that affect you personally are always made by appropriate managerial input.

Occasionally, personal data can include what are called 'special categories' of information. This is personal data which is sensitive. It can include your ethnic origin, religious beliefs, biometric data, health etc. Although it is not a special category, we also handle information regarding criminal convictions as though it was. We ensure that processing special category data is necessary for the purpose we have identified. We will examine whether there is any other reasonable and less intrusive way to achieve that purpose.

We, our representatives or appropriate third parties may need your personal data, including special categories, to fulfil contractual provisions or legal obligations. We may need it, for example, to carry out obligations or exercise rights under employment law. We may require it to establish or process a legal claim, assess your working capacity etc.

We are accountable for the personal data we collect and:-

- Process it lawfully, fairly and in a transparent manner
- Collect it only for specified, explicit and legitimate purposes.
- Confirm it is adequate, relevant and limited to what is necessary for the purpose.
- Ensure it is accurate and, where necessary, up to date.
- Keep it in a format which identifies data subjects for no longer than necessary.
- Process it in a manner that ensures appropriate security.

When you join us we establish a personnel file for you. This contains relevant personal details. Typically, it will contain your application form, letter of engagement and a copy of your written terms of employment. It may also contain induction details, personal contact information and the identity of your next of kin. We inevitably add relevant information during the course of your employment. This could be training records, details of pay awards, annual appraisals, grievances, disciplinary outcomes etc.

We and/or our representatives retain such personal data and other relevant information on HR systems. Such data may be collected, processed and retained securely in paper form or electronically. We only collect and process the minimum amount of personal information necessary to fulfil each specific purpose.

Privacy considerations are uppermost in the design and operation of our HR systems. We retain all information confidentially with strictly restricted access and only for as long as necessary. It is securely destroyed or erased when its use has been fulfilled. We appreciate that an inadvertent breach of security may lead to

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destruction, loss, alteration, unauthorised disclosure or access of personal data.

In the event of a significant breach to your personal data (e.g. by hacking) we will advise you directly. A significant breach is typified as one that would potentially have detriment to your rights or freedoms. In such circumstances we will advise you of the breach as promptly as possible. We may also have to inform the appropriate supervisory authority.

You have the right to seek access to personal information we hold about you without charge. You should set out in writing the specific information you want and pass the request to your line manager. We will respond within one month. This period can be extended by up to two months where requests are complex or numerous. We can refuse manifestly unfounded or excessive requests; particularly those which are clearly repetitive. Alternately, we may charge reasonable fees reflecting our administrative costs in facilitating their provision. We may also charge for further copies of the same information, previously supplied.

If you believe information we hold is incorrect or no longer retained for a relevant purpose, please advise us immediately. You may ask us to erase personal data you believe no longer fulfils an appropriate purpose.

We will advise you if we believe there is still a legitimate interest in maintaining such data. Where we do not propose to take any action regarding your request, we will tell you why. You may then be able to raise your concern with the appropriate supervisory authority. In the UK this is normally the Office of the Information Commissioner.

Where we rectify incorrect or incomplete information we will also advise any relevant third parties (e.g. HMRC).

#### **Third Party Personal Information**

Please pay particular attention to the risks of providing or transmitting confidential or sensitive

information inappropriately. This is particularly important with electronic transmissions, which are notoriously insecure. Although widely used within business and public life, email may be inappropriate in certain circumstances. You must observe our internet, email and social networking policies and procedures in respect of such transmissions.

You must also be particularly careful in respect of your use of social networking sites. Making inappropriate remarks on such sites is a serious breach of our rules. This applies to all social networking sites e.g. Facebook, Twitter, LinkedIn etc. It applies to comments you make, for instance, about this organisation, other employees or those who utilise our services. It does not matter whether you are at work or you make the contribution in your own time. We regard any such breach as a potential act of gross misconduct.

You must not access the records of other employees, those who use our services, suppliers etc. unnecessarily or without authority. If you do, this will be treated as gross misconduct and it is also potentially a criminal offence.

This summarises important elements of the way in which we deal with data protection issues. However, it cannot be exhaustive. Please ensure you are clear about data protection, information you are allowed to gather, disclose, dispose of or retain. Consult a manager at the earliest opportunity if you are in any way unsure.

#### **Media and Public Statements**

You must not make public statements or communicate with the media about any matter relating to our organisation.

You must obtain permission before agreeing to give any lecture, media interview or to publish any article or comments. You must not supply information without approval (whether in writing or electronically) which in any way impacts upon our organisation.

This obligation extends to comments you make or images you upload to blogs and social networking sites. This includes networks such as Facebook, YouTube, Tik-Tok, SnapChat, Instagram, LinkedIn, WhatsApp or Twitter. These are simply examples; it applies to any social networking site that you may use.

#### **Notice Boards**

We provide notice boards to inform you of various aspects of our activities. You may seek permission to post non contentious items of interest on these boards.

#### **Personal Relationships**

You must maintain appropriate professional boundaries and avoid inappropriate contact or relationships with those who use our services, their families or supporters. Further guidance is available from your line manager.

You must inform your line manager immediately if someone tries to forge an inappropriate personal relationship with you, in or outside of the workplace.

Employees who work together may form friendships and, in some cases, close personal relationships. We do not wish to interfere with your personal friendships and relationships however, you must continue to behave in an appropriate, professional and responsible manner, fulfilling your role diligently and effectively. We aim to strike a balance between your right to a private life and our right to protect our organisation's interests. To achieve this, we have introduced the following rules.

#### Our Rules

If you embark on a close personal relationship at work, whether with a colleague, someone who provides us with professional services, a supplier etc:

- You must not allow your relationship to influence your conduct at work.
- You must not behave intimately during normal

working hours whether on our or client premises.

 You should advise your line manager if you embark on a relationship.

If you are a manager and start a relationship with a more junior employee, tell your own manager immediately. This is particularly important if you are the employee's line manager. Otherwise, others may think the junior employee is treated more favourably. If the relationship subsequently breaks down, people may then believe they are treated less favourably. Where you manage the other employee, we may transfer one or both of you, temporarily or permanently. We will first consult you both to try and reach agreement on the measure(s) to be taken.

If you begin a relationship with another employee, someone who provides us with professional services, a supplier etc. you must declare this to your line manager immediately. Otherwise, others may perceive that this potentially allows abuse of your role, responsibilities or level of authority. We may transfer you to a different job where risk is removed or minimised, either temporarily or permanently. We will first consult you to try and reach agreement on the measure(s) to be taken.

We cannot allow a personal relationship (or the breakdown of a personal relationship) to affect your performance or conduct at work. Your line manager will speak to you with the aim of restoring normal performance or conduct. Where performance or conduct fails to improve, or reverts to a problem level, we may implement disciplinary or capability provisions.

If we discover you afforded more or less favourable treatment to the other employee, this is a disciplinary matter. Action will also be taken should you exercise inappropriate influence over our relationship with someone who provides us with professional services, a supplier, etc.

Depending on the seriousness of the offence, this may amount to gross misconduct and could result in summary dismissal.

#### **Private Mail**

Please do not post your private mail at our expense without specific permission. We will open all mail we receive including mail specifically addressed to you. You must secure authorisation in advance in order to have private mail sent "care of" our organisation.

#### Random Checks

We reserve the right to conduct random checks on you or your property while you are on our premises or engaged on our activities. Where such random checks are conducted, we take care to ensure a work colleague accompanies you. We may ask you to remove the contents of pockets, bags, parcels, vehicles parked on company grounds or in the vicinity etc. This does not imply we have suspicions about you. Such checks are random.

You may refuse to co-operate with a random check. However, we may consider this a breach of contract on your part. We also reserve the right to involve the police at any stage.

#### Selling and/or Buying Goods

You must not buy and/or sell goods of any kind on our premises without authority. This applies during and outside of working hours, whether on your own behalf or for others.

#### **Stock/Company Property**

You must not remove any property from our premises without approval. It must only be used for the work purpose intended. All stock (such as, but not limited to, food items and medical supplies) must remain in its designated place, and no personal stock should be mixed with company stock/ property.

There may be occasions where your manager approves the provision of food or drinks for residents' friends and family. This may also apply when work colleagues visit our various properties. You must obtain your manager's approval prior to providing refreshments.

You must report damage or loss of our property, goods or equipment to your manager immediately. This includes, but is not limited to, cash, stock, fixtures and fittings, samples, personal computers, telephone equipment and vehicles.

We will investigate whether your carelessness, negligence, not following procedures or other willful act caused the loss or damage. We may take disciplinary action if we believe it did.

You may also be liable to pay our reasonable costs to make good our losses for such items. This includes costs incurred for hire equipment or where we have to reimburse a third party. We may claim against our insurers for repair or replacement or other losses incurred. You may be required to pay any insurance excess that accrues.

We advise you in advance, in writing, of the amount we will recover from pay or other monies owing.

#### **Telephones and Tablets**

Our telephones are for business use only, prior permission must be obtained before making personal calls. We will only consider permission if the call is of an urgent/essential nature. Please make your family and friends aware that incoming calls are restricted to urgent/essential matters only.

Mobile telephones and tablets that we issue should only be used in the performance of your duties for business purposes. They should not be used for private data access, personal calls or sending personal text messages/email. You are liable for the cost of personal calls/ messages/email and data usage. The company reserves the right to use the disciplinary procedure, in the event that mobile telephone or tablet use is abused.

#### **Television Equipment (CCTV)**

In the interest of security and protecting our employees, guests and visitors to our venues, we utilise C.C.T.V. on our premises.

Camera sites are clearly visible and confined to places where you would not normally expect privacy. Under normal circumstances we display notices indicating CCTV usage. Our cameras are not directed specifically to capture images of individuals working on, visiting or near to our premises. If a camera observes something such as serious misconduct or activity which puts others at risk, we cannot ignore this. We may use such images e.g. in disciplinary proceedings. Employees facing disciplinary proceedings are allowed to see any footage on which we rely. The opportunity to respond to such images is always provided.

We will also take action against anyone we discover interfering with our CCTV systems. In the case of an employee this may be regarded as an act of gross misconduct. The normal penalty for gross misconduct is summary dismissal.

We may disclose images to law enforcement agencies, upon request, where a crime needs to be investigated. Exceptionally, we reserve the right to use CCTV equipment covertly for the detection of criminal activity or suspected serious malpractice. Covert equipment is only used for a limited period. The express approval of a senior manager is required and will only be granted where general notification would prejudice detection. Once our enquiries are over, the equipment is removed and images are erased unless criminality or serious malpractice is detected

We do not routinely retain images longer than necessary to meet the purposes for recording them. They are normally erased or overwritten within thirty days. We may need to vary this where, for instance, they are used in connection with a disciplinary matter. This may also apply where a statutory enforcement agency utilises

images to investigate an offence.

We believe our use of CCTV equipment is a proportionate means of achieving legitimate business aims. We adhere to the Information Commissioner's guidance on the use of CCTV equipment in our operation of this policy. Anyone concerned that their images may have been captured inappropriately may make a subject access request to us in respect of their recording/usage.



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# **Bumps in the Road**

#### Capability Issues

#### Introduction

Ultimately, we want you to succeed and enjoy your role, so we monitor performance on an on-going basis. In this way, minor issues can be identified quickly and rectified promptly by retraining or informal counselling. Our managers take a positive approach to problem solving and supporting any improvements.

We will formally review your performance if informal mechanisms are unsuccessful and volume or quality of work remains unacceptable. This may be by reference to your targets or include general comparison with other employees. Review may lead to referral to our capability or disciplinary procedure as appropriate. Of course, first up we will always consider whether training, mentoring or other support mechanisms may assist you.

Performing your job inadequately and deliberately not performing to the standards we expect are potentially different. Lack of capability is where we believe your knowledge, skill or ability to perform your role is currently deficient. There may be some other compelling reason why you are not working to the standards we require. This may include medical circumstances or disability. Our aim is to improve your performance however, where this is not possible, it might be necessary to part company due to your lack of capability. We make every effort to ensure any action we take is consistent, fair and reasonable to all.

Where we can, we will deal with minor issues informally outside of this procedure. We may therefore follow the informal action process initially, rather than resorting to the formal capability procedure. We use the informal process identified in the disciplinary procedure.

For the avoidance of doubt, please note that this section of the handbook is non-contractual and does not form part of your contract of employment.

#### Capability Provisions

We follow the principles and arrangements set out in our disciplinary procedure unless we identify different, specific capability provisions here. This includes matters such as taking informal action, representation and rights of appeal.

#### **General Principles**

- We always consider informal action in preference to using formal procedures as a first resort.
- We fully investigate all potential capability matters before any action is taken.
- We will give you notice of any capability hearing and detail of the concern(s) in advance.
- We follow fair, non-discriminatory procedures and strive for consistency of approach whenever possible.

Matters are normally dealt with privately and confidentially. However, we cannot guarantee to prevent identities or personal details being revealed in every situation.

- We will provide written copies of evidence where applicable
- A work colleague or trade union representative can accompany you at formal capability hearings and appeals. Union representatives must be certificated by that union to act as a worker's companion.
- We will provide suitable notice of meetings. We will consider one adjournment if the date or time selected is inconvenient to your representative.
- We will give you the opportunity to provide your views during the hearing and before any decision is made
- Where the outcome is dismissal, the reason(s) will be confirmed in writing by an appropriately authorised representative of management.
- You have the right to appeal against any formal capability action imposed or against your dismissal. An equivalent or more senior representative of management without prior involvement will hear appeals, wherever possible.
- We don't take decisions lightly and only someone specifically authorised by our organisation can take the decision to apply a formal capability action. This applies to warnings, sanctions taken against you or your dismissal.

#### **Formal Procedural Arrangements**

#### Performance

We will hold a formal capability meeting if you fail to perform duties to required standards. This applies where lack of knowledge, skill, ability or other compelling reasons are identified. We will tell you in advance, in writing, where you are not performing to the required standards. We will give you the opportunity to offer reasons for this during the meeting.

This is a formal meeting and you can be accompanied by a work colleague or a trade union representative. The meeting will be chaired by someone specifically authorised by our organisation to hold a formal capability meeting.

We will confirm the outcome in writing following the meeting. We may give you a written warning as a result. If we give you a written warning, we will outline the improvements we require. We will identify any training we deem necessary and you must undertake this. We will provide any support outlined in the letter. We may, for instance, offer closer supervision by a manager or mentoring by a colleague. You have the right to appeal against our decision to give you a written warning (see rights of appeal below).

After giving you a reasonable time to reach the required standards we will consider your progress. We will decide whether or not further measures are required. The capability process will normally end, subject to you achieving and sustaining the required improvement.

#### What if we are not satisfied with your progress?

We will hold a second formal capability meeting. We will tell you in writing, in advance, where you are not performing to the required standards. We will again give you the opportunity to offer reasons for this during the meeting.

This is a formal meeting and you can be accompanied by a work colleague or a trade union representative. The meeting will be chaired by someone specifically authorised by our organisation to hold a formal capability meeting.

We will confirm the outcome following the meeting. We may give you a final written warning as a result. If we give you a final written warning, we will outline the improvements we require and any support available. As before, we will identify any additional training we deem necessary and you must undertake this. We may offer closer supervision by a manager or mentoring by a colleague. We will confirm the detail in the final written warning letter which we send you.

We will make clear that failing to achieve required improvements within this further period normally results in further formal action. This may include a formal hearing to consider whether you should be dismissed. You have the right to appeal against our decision to give you a final written warning. Please see the rights of appeal section for details.

After giving you a reasonable time to reach the required standards we will again consider your progress. The capability process will normally end, subject to you sustaining the required improvement.

Where you fail to improve sufficiently following two periods for improvement, we normally hold a further formal meeting. At this meeting we will consider whether you should be dismissed. Exceptionally, we may feel it appropriate to offer a further period for improvement.

### Hearing to Consider Dismissal due to Lack of Capability

We fully understand that these matters are not easy. We will tell you in advance, in writing, where you have failed to improve to the required standard. We will hold a formal hearing to consider this. We will decide whether you should be dismissed for lack of capability.

These decisions are never taken lightly and we will again give you the opportunity to offer reasons for your performance during the meeting.

This is a formal meeting and you can be accompanied by a work colleague or a trade union representative. The hearing will be chaired by someone we specifically authorise to conduct

proceedings which may lead to dismissal.

If, unfortunately, the decision is taken to part company, we will provide you with the reasons for dismissal in writing. We will make clear the date on which your employment ends. We terminate employment with notice in the event of contractual dismissal for lack of capability. We may substitute payment in lieu of notice at our entire discretion. You have the right to appeal against our decision to dismiss you. Please see the rights of appeal section for details.

Exceptionally, we may feel it appropriate for a further period of improvement to be offered.

#### Medical Capability

Our decision making process takes account of medical evidence where reasons for poor performance are linked to medical capability. We deal with matters in a manner which meets current disability discrimination legislation. We always endeavour to:

- Obtain up-to-date medical advice from your doctor/specialist or an occupational health specialist.
- Consider adjustments to the working environment or any alternative employment available, where reasonably practical.
- Provide extra support where reasonably practical.
- Consult you about available options and consider your views on your health and continuing employment.

We normally dismiss where medical opinion indicates no, or insufficient, improvement is likely within a reasonable timescale. This also applies where we explore options to manage incapacity but do not consider them to be reasonably practical.

#### Medical Evidence

Where we wish to contact your doctor, we will indicate this in writing. We will secure your written consent. You have the right to withhold this however, we always prefer to consider your doctor's opinion. Otherwise, we must rely solely on the information currently available to us

and/or our own occupational health advisor's view. In those circumstances we may conclude we have no alternative other than dismissal.

We recognise that by requesting a medical report, we will receive and process sensitive, personal data however, this can significantly assist our and our advisors' consideration of your illness/disability. It potentially assists us to fulfil our contractual and legal obligations towards you.

We will provide you with a copy of the letter to your doctor. We will give you a copy of any medical report subsequently supplied. You may ask your doctor for sight of the report before it is supplied to us. It is your responsibility to contact your doctor urgently to view the report. If you wish to make observations about it, you can do so. If you disagree with your doctor's opinion, you may ask them to change the report. Your doctor may prefer to attach a statement identifying where you both disagree. Alternatively, you can send your opinions to us separately in a written statement

Where you decide to examine the report, you may subsequently withhold consent from it being sent to us. In such circumstances, you must tell us immediately. We will then rely solely on the information currently available to us and/or an occupational health advisor's view. In such circumstances we may conclude we have no alternative other than dismissal.

We commission medical reports in accordance with current data protection legislation. We retain them confidentially with strictly restricted access and only for as long as necessary. We securely destroy or erase them once their purpose has been fulfilled.

#### Disability

Please make us aware of any disability which is having an impact upon your performance at work. We will then discuss matters with you personally. There is a statutory definition of disability, this is "someone with a physical or mental impairment which has a substantial and long term adverse effect on their ability to perform normal day to

#### day activities".

We will take account of any potential impact which your disability may have on your work. We will consider any reasonable adjustment that would assist in overcoming this. We may ask for medical or other appropriate expert advice to assist us. This includes whether temporary or permanent adjustment is feasible. If we wish to obtain an expert opinion or feel medical advice would be appropriate, we will consult you. We will then follow a similar course to that identified in the medical evidence section above.

#### Reasonability

We will act reasonably at all times. We base any decision on the merits of the situation, supported appropriately by medical, disability or other expert advice. Where expert opinion between your advisor(s) and our advisor(s) differ, we may agree to an independent, expert opinion. This only applies where it could be expeditious in resolving the situation.

We also need to stress that dismissals on the grounds of ill health are not disciplinary sanctions. They normally do not fall within the provisions of the ACAS Code of Practice on Disciplinary and Grievance Procedures.

#### Representation

You can be accompanied at formal capability meetings by a fellow employee or trade union representative. This applies where an outcome is that you may be given a formal warning or dismissed. It also applies where you are appealing against a warning or dismissal decision. You are not entitled to representation where we deal with minor issues informally, outside of this procedure.

Union representatives must be certificated by that union to act as a worker's companion. We will provide suitable notice of all formal meetings and appeal hearings. We will consider one adjournment if the date or time selected is inconvenient to your representative.

#### Rights of Appeal

Informal action about minor issues of unsatisfactory performance is part of day to day

management. This carries no right of appeal. We will send you a letter setting out the outcome of each formal meeting or hearing. You are entitled to appeal against our decision as set out in this letter. If you wish to appeal, you must do so in writing within five days of receipt of our letter.

Any appeal will be heard as a formal meeting and you can be accompanied by a work colleague or a Trade Union representative. An equivalent or more senior representative of management without prior involvement will hear appeals, wherever possible.

We will confirm the outcome in writing following the appeal meeting.

#### Suitable Alternatives

We will always examine whether it is possible to offer alternative work we consider more suited to your capabilities. This is subject in every instance to the availability of a suitable opportunity. We will make clear in writing any revised terms and conditions and seek your written agreement. You are entitled to decline such alternative work. In this case, we will revert to the stage of the formal capability procedure previously reached. Ultimately of course, if you fail to achieve improvements we require, it could result in us parting company.

#### Short Service

In the first two years of your employment, including any probationary period, we reserve our right to shorten this procedure. We may do this if we believe that warnings or further training will not lead to sufficient or sustained improvement. In particular, we may consider dismissal for lack of capability after giving you one reasonable opportunity to reach the required standards. We may do this without recourse to a second opportunity to improve.

You retain the right to be accompanied by a work colleague or trade union representative at any formal hearing.

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#### **Disciplinary Procedure**

#### Introduction

We intend this procedure to assist and encourage you to achieve and maintain appropriate standards of conduct and performance. We do not construe the procedure simply as taking punitive action. We make every effort to ensure any action we take is consistent, fair and reasonable to all.

For the avoidance of doubt, please note that this section of the handbook is non-contractual and does not form part of your contract of employment.

#### General Principles

- We want you to succeed, so will always consider informal action in preference to using formal disciplinary procedures as a first resort.
- We fully investigate all potential disciplinary matters before any action is taken.
- We follow fair, non-discriminatory procedures and strive for consistency of approach whenever possible.

Matters are normally dealt with privately and confidentially. However, we cannot guarantee to prevent identities or personal details being revealed in every situation.

- We may suspend you on full pay while we investigate more serious allegations. Such action is entirely precautionary and not a pre-judgement of the outcome.
- We will give you notice of any disciplinary hearing and detail of the complaint(s) in advance. We will provide written copies of evidence and relevant witness statements.
- A work colleague or trade union representative can accompany you at formal disciplinary hearings and appeals. Union representatives must be certificated by that union to act as a worker's companion.
- We will provide suitable notice of meetings. We will consider one adjournment if the date or time selected is inconvenient to your representative.
- We will give you the opportunity to provide your views during the hearing and before any decision is made.
- We will appoint an appropriate representative

of management to conduct disciplinary investigations.

- Where practical, investigations and hearings are undertaken by different representatives of management.
- Decisions are not taken lightly and only someone specifically authorised by our organisation can take the decision to discipline you.
- Where the disciplinary penalty is dismissal, the reason(s) will be confirmed in writing by an appropriately authorised representative of management.
- You have the right to appeal against any formal disciplinary action imposed or against your dismissal. An equivalent or more senior representative of management without prior involvement will hear appeals, wherever possible.

#### Suspension

While on precautionary suspension, we may temporarily reallocate your duties and responsibilities according to prevailing business need

You must not:

- Enter any of our premises.
- Access, or request others to access, our computer systems or other communication methods.
- Contact or communicate with colleagues, suppliers, clients, customers etc.
- Continue to undertake work, duties or activity for or on behalf of our organisation.

Each of these shall apply unless:

- We specifically request and/or authorise you to do otherwise.
- You specifically request access to staff, documentation, data etc. in order to respond to allegations.

However, you shall remain available for us to contact you within your normal hours of work.

#### Rights of Appeal

Informal action about minor issues of misconduct or unsatisfactory performance is part of day to day management. It carries no right of representation or appeal.

You are entitled to appeal following the imposition of any formal disciplinary penalty including a decision to dismiss. We will send you a letter setting out the outcome of the disciplinary hearing. If you wish to appeal, you must do so in writing within five days of receipt. An equivalent or more senior representative of management without prior involvement will hear appeals, wherever possible.

#### **Short Service**

In the first two years of your employment we reserve our right to shorten this procedure. We may do this if we believe that warnings or further training will not lead to sufficient or sustained improvement. In particular, we may consider dismissal for an initial breach of disciplinary provisions other than gross misconduct.

You retain the right to be accompanied by a work colleague or trade union representative at any formal hearing. You also retain the right of appeal against any penalty we impose.

#### 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 general health and safety rules and procedures.
- Smoking in designated non-smoking areas.
- Consumption of alcohol on the premises.
- $\bullet$  Persistent absenteeism and/or lateness.
- Unsatisfactory standards or output of work.
- Rudeness towards customers, members of the public or other employees, 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 e-mail and internet.
- Failure to carry out all reasonable instructions or follow our rules and procedures.
- Unauthorised use or negligent damage or loss of our property.
- Failure to report immediately any damage to property or premises caused by you.
- Use of our vehicles without approval or the

private use of our commercial vehicles without authorisation.

- Failure to report any incident whilst driving our vehicles, whether or not personal injury or vehicle damage occurs.
- If your work involves driving, failure to report immediately any type of driving conviction, or any summons which may lead to your conviction.
- Carrying unauthorised goods or passengers in our commercial vehicles or the use of our vehicles for personal gain.
- Loss of driving licence where driving on public roads forms an essential part of the duties of the post.
- (If you are an apprentice) failure to attend an examination or assessment.
- (If you are an apprentice) failure to pass an examination or assessment.

These are not intended to be an exhaustive list.

#### Serious Misconduct

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.

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.

#### 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:

- 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 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.
- Breach of health and safety rules that endangers the lives of, or may cause serious injury to, employees or any other person.
- Falsification of time reporting for financial gain.

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

If you work in one of the care homes, the below list also constitutes gross misconduct:

- Maltreatment of residents.
- Failure to administer, mis-management of drugs/medication.
- Gross negligence.
- Deregistration from a professional body, whereby registration is a condition of employment.
- Refusal to comply with reasonable management instruction.
- Abandoning duty.
- Incapacity due to alcohol or drugs.
- Smoking in designated non-smoking areas.
- Knowingly providing false information or deliberately omitting relevant information on the job application form or CV.
- Criminal offense causing harm to the reputation of the Company or relations with the Company's employees.
- Disconnecting the Nurse call system.
- Sleeping on duty

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

#### The Process We Follow

#### Informal Action

We normally deal with minor issues of misconduct or unsatisfactory performance informally. In some cases we may offer extra training, coaching, advice or support. This is a normal facet of day to day management and not part of our formal disciplinary procedure. As such, it will not be appropriate or necessary to be accompanied by a work colleague or trade union representative.

We hold informal discussions in private. We will take account of your opinions and any mitigating circumstances you provide. Criticism will be constructive. We aim to achieve and sustain improvement through such discussion. We may confirm what is agreed in writing where appropriate.

If it emerges during discussion that the matter is more serious than previously envisaged, we will adjourn the meeting. We will reconvene it at a later date under our formal disciplinary procedure. You may then be accompanied by a work colleague or trade union representative if this happens.

#### **Unsatisfactory Conduct**

We may issue a Formal Verbal Warning following a first offence of unsatisfactory conduct.

Such warning will identify the problem and the improvement we require. We will set out the time-frame for improvement and any support available. We will keep a record on your personnel file for six months. We will then consider it spent, subject to you achieving and sustaining the improvement we require.

#### Misconduct

We may issue a written warning if you repeat inappropriate activity or improve insufficiently following a previous informal or formal verbal warning. Misconduct may also be sufficiently serious in itself to warrant a written warning without previous informal warning. Such warning will identify the problem and the improvement we require. We will set out the time-frame for improvement and any support available. We will

keep a record on your personnel file for twelve months. We will then consider it spent, subject to you achieving and sustaining the improvement we require.

#### Serious Misconduct

We may issue a final written warning if you repeat inappropriate activity or improve insufficiently following a previous written warning. Misconduct may also be sufficiently serious in itself to warrant a first and final written warning without previous written warning. The final written warning will identify the problem and the improvement we require. We will set out the time-frame for improvement and any support available. We will keep a record on your personnel file for twelve months. We will then consider it spent, subject to you achieving and sustaining the improvement we require.

#### **Ending your Employment**

We may dismiss employees if there is further inappropriate activity or if they fail to improve to the required standard. An instance of misconduct may also be so serious in itself that it warrants dismissal without previous warning. We normally refer to this as an act of gross misconduct. We will provide the reasons for dismissal in writing. We will make clear the date on which employment ends.

We will terminate employment with notice or payment in lieu of notice in the event of contractual dismissal for misconduct. We will summarily terminate employment (i.e. without notice or payment in lieu of notice) for gross misconduct.

#### **Gross Misconduct**

We may suspend on full pay for a short period while we investigate an allegation of gross misconduct. A disciplinary hearing will then take place. We may summarily dismiss if we believe behaviour constitutes gross misconduct. Summary dismissal is dismissal without notice or payment in lieu of notice.

Dismissal for Gross Misconduct where this dismissal is linked to action towards a Resident will also lead to employees being referred to the relevant authority.

#### **Gross Misconduct Examples**

The examples below are indicative of matters we regard as gross misconduct. This list is not intended to be exhaustive:

- Treating those using our services (including family members and friends) in any way which harms them, affronts their dignity or places them at risk.
- Theft or misappropriation of money or property.
- Action intended to defraud/deceive.
- Fighting, physical assault or threatening behaviour.
- Behaviour or action that potentially brings our organisation into serious disrepute.
- Gross negligence
- Abandoning duty (note that this excludes instances where this has been agreed with a manager, in order to deal with urgent or domestic matters).
- Knowingly providing false information to obtain employment.
- Disconnecting the nurse call system.
- Sleeping on duty (unless specific arrangements have agreed with the Home Manager).
- Serious insubordination.
- Dangerous behaviour or serious breach(es) of health and safety rules or procedures.
- Deliberate and serious damage to property or harmfully misusing or interfering with equipment.
- Discriminatory conduct, bullying or harassment.
- Indecent behaviour including deliberately accessing pornography, offensive or obscene material at work
- Serious incapability at work due to alcohol or non-prescribed drugs or substances.
- Serious failure or neglect to follow our policies or procedures on administering medication.
- A serious breach of trust or confidence.
- Action against you by a regulator, statutory agency etc. preventing or significantly impeding your ability to perform your role.

#### **Grievance Procedure**

Nipping things in the bud early is always best and where possible, you should try to settle minor, day to day, work-related issues informally. Please do this via your line manager. If the issue relates

to your line manager, you can raise it with their manager. We recommend discussing any concern promptly. This is often the best way to resolve matters speedily, effectively and without need for formality.

For the avoidance of doubt, please note that this section of the handbook is non-contractual and does not form part of your contract of employment.

#### Our Procedure

Our formal grievance procedure allows you to express a complaint or identify a matter of concern still remaining unresolved. It provides an opportunity for us to consider issues you can't resolve informally. You can also use it where you believe an informal approach would be inappropriate. The procedure is open to you at any time and we always try to deal with issues fairly and consistently.

If you wish to have a grievance formally investigated, please submit it to us in writing. Please provide full details of the matter and tell us about the solution you are seeking. This should normally be addressed to your line manager. They will arrange a meeting to discuss and consider it.

If the grievance is about your manager, address it to their manager. Following the meeting we will confirm the outcome in writing.

We follow fair, non-discriminatory procedures and strive for consistency of approach whenever possible. Matters are normally dealt with privately and confidentially. However, we cannot guarantee to prevent identities or personal details being revealed in every situation.

#### Appeal

If you feel a matter has still not been satisfactorily resolved, you may appeal in writing. This must be done within five days of receiving the written outcome from the meeting. Appeals will be heard by an equivalent or more senior representative of management without any prior involvement in the matter. The outcome of the appeal is final.

#### Representation

A work colleague of your choice or trade union representative may accompany you at a grievance hearing or appeal. Union representatives must be certificated by that union to act as a worker's companion. We give suitable notice of meetings and will consider one adjournment if date or time is inconvenient to your representative.

Please note, there may be circumstances when for serious concerns, we will investigate and deal with matters formally, even if you are reluctant or unwilling to put your concerns in writing.

#### Lay-off and Redundancy

#### Lay-Off

Where there is a reduction in work or something affects our organisation's normal operations, we may lay you off. Alternately, we may seek to introduce shorter working hours. During lay-off you may be eligible to receive statutory guarantee payments.

We will, where possible, offer you any alternative work available. You should not refuse this unreasonably. We reserve the right to select those best suited to carry out whatever work is available.

Where we provide some work, you are not eligible for guarantee pay. Where we provide no work, you may be eligible for up to five days of guarantee pay in any three-month period. You remain continuously employed during a lay-off period. We expect you to remain available to attend work as required.

Where the circumstances of lay off continue for some time, you may write to us to request consideration for redundancy. If you do, we will advise you in writing if we believe work will shortly become available.

#### Redundancy

If we have to consider potential redundancies we follow certain procedures.

This is not a decision we would take light and proceeding with a redundancy programme would be because:

- We are ceasing carrying on the business for the purpose of which you are employed.
- We are ceasing or intend to cease to carry on the business in the place where you are employed.
- We no longer require you to carry out work of a

particular kind. This is because the work, or the work in the place where you are employed, has ceased or diminished or is expected to cease or diminish.

We would initially consider measures to avoid potential redundancies or deal with a short-term decline in activity. These may include:

- Ensuring overtime working is reduced to an absolute minimum.
- Restricting recruitment, where such recruitment could have a bearing on the outcome of any redundancy situation.
- Investigating if other measures such as using untaken holidays, introducing short-time working or considering lay-off could avoid potential redundancies.

If we pursue a redundancy programme, we will notify all potentially affected employees of our proposals. We will consult fully and meaningfully with those concerned. We will discuss selection criteria where applicable. We will not take a final decision without giving those concerned an opportunity to consult and explore alternatives with us.

#### **Deductions from Pay**

We can require you to repay to us, by deduction from pay or any other method acceptable to us. Our right to make such deductions is an express written term of your contract of employment:

- Reasonable losses to property or monies sustained by us, any other employee, our clients, customers or visitors. This applies when due to your carelessness, negligence, recklessness, breach of procedures/rules or dishonesty/commission of an unlawful act.
- Cash shortages; including petty cash and residents' personal allowances.
- Insurance excesses imposed by our insurers because of your act or omission or a penalty imposed upon you. An example of this is the potential impact of penalty points for those who drive our vehicles.
- Any damages, expenses or other monies reasonably payable by us to a third party for your act or omission.
- Remuneration, expenses or other payments made in error or by your inappropriate claim/misrepresentation.
- Holiday pay already paid which exceeds your

accrued holiday entitlement at the date of leaving our employment.

- The reasonable cost of replacing equipment and/or property entrusted to you during employment. This applies if you fail to maintain it properly or do not return it before leaving our employment.
- An amount equal to our reasonable loss or the extra cost of covering your duties should you fail to work your full contractual notice. This applies when you leave our employment early without our agreement.
- Attachment of earnings orders and any other statutory deductions orders issued to us.
- Fines or fixed penalty notices for parking, congestion charges etc. you incur while driving our vehicles.
- Costs resulting from any training agreement you have signed, should you leave our employment before it expires.
- Any other sums you owe including, but not limited to, outstanding loans, advances and relocation expenses.

#### **Deduction Procedure**

We follow our deduction procedure in respect of any deduction we make from your pay. Any deduction is by way of compensation, based on a genuine assessment of our costs. Where relevant and appropriate, we will set out a pre-estimate of losses. A deduction will only be made in respect of circumstances entirely attributable to you/your action. We do not use the deduction provision to impose penalties however, we may separately investigate the circumstances utilising our disciplinary provisions.

We will tell you in advance in writing about amounts we intend to recover from monies owing to you.

Any deduction is without prejudice to our supplementary right to investigate and take disciplinary action. We may also pursue civil recovery as appropriate in the individual circumstances we encounter.

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# **Time Out**

#### **Holidays**

#### Annual Holiday Entitlement

Our employees fulfill challenging but rewarding roles, so the time to rest and relax is important.

Your principal statement of terms and conditions of service specifies your annual holiday entitlement.

We base your holiday entitlement around your "working week." A "working week" may vary from employee to employee. We describe your "working week" in your principal statement of terms and conditions of service. Part-time staff receive an entitlement which is pro-rata to full-time staff.

We can require you to take periods of annual leave as dictated by business need. We will notify you in advance of such requirement on any occasion it occurs.

#### Calculation of Entitlement

We normally calculate your holiday entitlement as a set number of working days or hours. We set this figure out in your principal statement. Special arrangements may apply if you work for us irregularly.

Where you start or leave our employment during the leave year, we calculate your holidays on a pro rata basis.

#### Carrying Forward Annual Leave

We believe that it is mutually beneficial and leads to a better work-life balance for you to take all your annual holiday entitlement in the current leave year.

You must normally use all your holiday entitlement during the current holiday year. If you don't, you forfeit what is left.

#### Holidays and Long Term Sickness

Statutory holiday entitlement continues to accrue during a period of long term sickness. Where it is

practicable to complete your holidays before the current leave year expires, you should do so. Where absence prevents you from taking holidays before the leave year ends, special provisions apply. Exceptionally, you may be able to carry forward some holidays to the subsequent leave year.

In such circumstances, you do not accrue holidays exceeding the statutory holiday entitlement (the first four working weeks of holidays).

We must agree the amount of leave to be carried forward. We will normally expect you to take this by the end of the following leave year, unless otherwise agreed. Our normal procedure for booking leave will apply.

If your employment ends because of long-term sickness, we pay any untaken statutory holiday entitlement with final wage/salary.

#### Holiday Pay

We calculate holiday pay on the basis of the pay you normally receive. Please see your principal statement of terms and conditions of employment for details

If you do not work fixed or regular hours/days/ shifts each week, holiday pay is assessed somewhat differently. We base it on your average weekly hours over the current statutory reference period of 52 weeks. For those who have undertaken fewer than 52 weeks' actual work, we may need to utilise a shorter period.

Some staffs' terms and conditions may oblige them to work additional hours when we require it. This can be a regular aspect of the role or only triggered on occasions we specify. Where you have such an obligation, we may need to reassess your holiday pay to reflect additional hours you work. Where reassessment results in the enhancement of holiday pay, this applies only to the statutory period of annual holidays (the first four working weeks).

Sometimes staff volunteer to undertake additional hours beyond normal contractual hours. This may be to deal with peaks in work, special projects etc. We have no obligation to offer such additional hours and staff have no obligation to undertake any we do offer. Where additional hours are voluntary and occasional, they do not count towards holiday pay.

Remuneration packages for some staff already reflect an expectation they may work additional hours without extra pay. There is no impact on their holiday pay when such staff undertake additional hours.

#### Late Return

Where you are prevented from returning to work by something beyond your control, you must advise us immediately. This would apply, for instance, in the event that a return flight from your holiday is delayed, cancelled or you miss its departure.

If you are prevented from returning to work by sickness or injury, please follow the provisions set out later in this section.

Should you fail to return to work following a holiday and do not advise us, you are absent without leave. We regard absence without leave as a potential disciplinary matter which, following investigation, we may treat as gross misconduct. The normal penalty for gross misconduct is summary dismissal.

#### **Holiday Requests**

For the majority of employees, we have an online system for booking leave and this will be discussed during your induction.

We are as accommodating as possible when granting time off for holidays. We consider all holiday requests on a "first come, first served" basis. We reserve the right to vary requests to meet the needs of the organisation and maintain adequate staffing levels. Because we need to plan and staff the home, normally you will not be able to change your holiday dates once confirmed.

You should give at least four weeks' notice of your intention to take holidays of a week or more and one week's notice is required for odd single days.

You must not book holidays without receiving prior authorisation. It might not always be possible to grant your request and in the event that we have to decline, this will affect any arrangements you have made. Should you disregard our procedures, we will not be liable for any financial loss you incur. This may include forfeited deposits, reservation penalties etc.

Normally we do not allow more than two consecutive working weeks of annual holiday. We may make an exception for a "once in a lifetime" opportunity however, we must first consider the needs of the home(s) and staffing levels. You should discuss this with your Home Manager first and our decision in this respect will be final.

#### Holiday Year

Please consult your principal statement of terms and conditions for details of our holiday year.

#### Leaving During the Holiday Year

If your employment ends, we may require you to take any accrued untaken holidays before you leave. If you cannot use up all holidays due, we pay any outstanding balance with your final pay.

If holidays taken exceed those due when your employment ends, we deduct an equivalent sum from final pay. We will notify you of the detail in writing in advance.

#### Payment in Lieu

By law, we may only consider payment in lieu of untaken holidays when you leave our employment.

#### Peak Periods

We do not normally allow holidays at certain times where we know we will be extremely busy. We will normally advise you of such periods at the beginning of the leave year. We may make exceptions for "once in a lifetime" opportunities



however, we must first consider the needs of our homes and staffing levels. Our decision in this respect will be final.

#### Public/Bank Holidays

We identify the arrangements for Public/Bank Holidays in your principal statement of terms and conditions.

#### Sickness during Authorised Holidays

Should you fall ill during a period of approved annual leave, including public/bank holidays, you may convert such days to sick leave. You may take a corresponding period of annual leave at a later date. You must agree such later period in the normal way. This provision also applies to public/bank holidays.

You must notify us of your illness personally, unless otherwise incapacitated, as soon as possible. Please follow our absence reporting procedure and telephone us at the earliest opportunity.

Email communication or sending a text message is not acceptable.

If you cannot return to work when originally due back from holiday, you must keep us notified of progress. You must also provide consecutive medical certificates to cover the total period (in English).

- Statutory Sick Pay If you convert a period of approved annual leave to sick leave, the statutory sickness scheme may apply. We may also need to recover overpayment of salary/wages and substitute SSP. We will also require a medical certificate in English, irrespective of the duration of the sickness.
- Contractual Sick Pay Any entitlement to contractual sick pay will be shown in your principal statement. If you convert a period of approved annual leave to sick leave, our contractual sickness scheme may also apply. We may need to recover any overpayment of salary/wages that has occurred and substitute

contractual sick pay/SSP. We will also require a medical certificate in English, irrespective of the duration of the sickness.

 Unpaid Leave - Approval of unpaid leave is via exception only. This always requires approval from the Home Manager and Operations Manager.

#### Sickness: Our Policy & Procedure

#### Aim

We aim to provide a workplace, culture and environment that supports and promotes the health and wellbeing of its employees. We aim to work together to achieve acceptable attendance levels and make absence controls effective.

This policy provides clear guidance for all employees about what their responsibilities are and what is expected of them in relation to sickness absence.

#### Notification of Absence

Employees absent from work due to sickness are required to make every effort to speak with their Manager, Team Leader or Supervisor at the earliest opportunity. Generally, this will be within the first half an hour of normal starting time for office workers or management, and at least 2 hours before shift in all other roles. If you are working a night shift, you should aim to call no later than 4 hours before your shift.

Only in extenuating circumstances should a friend or relative report absence on your behalf and sending a text message (or similar), communicating via social media or an e-mail is not an acceptable way of reporting absence.

When reporting absence from work due to sickness, you will need to communicate to your manager the nature of your illness and the expected duration of the absence so that necessary arrangements can be made to cover your work

If you become unwell during the working day you must advise your manager or equivalent of the

#### situation.

Keeping in touch with the company on a regular basis during any period of sickness absence is key. You must therefore keep your manager fully informed of the nature and progress of your condition (see 'Certification' for more information).

#### Certification

#### Self-Certification and 'Fit Notes'

Unless agreed otherwise when you initially report your absence, you must maintain daily telephone contact with your manager/supervisor during the first seven days of your absence. A self-certification form can be completed for the first 7 days.

When a period of absence continues beyond 7 calendar days', you are required to obtain a medical note from your GP. This is known as a 'Fit Note'. If sickness is to continue after the expiry of the first certificate, you should inform your manager as soon as possible, but always before the expiry of the current note. Further certificates must be obtained as necessary to cover the whole period of absence. Certificates should be provided immediately or as soon as is practicable without unreasonable delay.

#### May be fit for work' with suggested adjustments

Your doctor may suggest you can undertake reasonable alternatives if you are certified unfit to perform normal duties. This could mean e.g. you undertake alternative/light duties or work shorter hours for a period. We will consider the nature of your sickness/injury and any guidance on the 'fit note'. Where your doctor suggests something we cannot accommodate, we will continue to treat the situation as though you remain unfit.

#### Medical Report

We may seek access to a written medical report supplied by your doctor or specialist where necessary. This can provide us with details of your health and fitness to undertake normal or alternative duties. It may also assist us to consider reasonable adjustments that are felt helpful. We will seek your written consent on every occasion.

We may also commission an independent medical examination or occupational health assessment at our expense. We do this where we consider it necessary or helpful in assessing your fitness for work. There may be other circumstances e.g. an insurance underwriter's requirements or to fulfil statutory obligations where such assessment is desirable. It is our contractual expectation and very much in your interests that you co-operate.

Please see the medical evidence clause in the Capability Section of this handbook for further information about the provision of medical reports.

#### Disabilities or Underlying Health Conditions

Employees should inform their manager of any diagnosed medical conditions they have, or disabilities, as defined under the Equality Act 2010, which might affect their ability to perform their job role.

An employee is deemed to be disabled if they suffer from a physical or mental impairment which has a substantial and long term (12 months or more) adverse effect on their ability to carry out normal day-to-day activities. Our approach is to support an employee, wherever possible through reasonable adjustments that may be made to facilitate the employee's ability to work.

#### Reasonable Adjustments

Consideration is given when making reasonable adjustments to the employees' duties, working environment or arrangements to prevent them from suffering any disadvantage in comparison with non-disabled employees.

Each case should be considered on its own individual merits, both in terms of what adjustments to make and whether they are tenable within the service in question.

#### Monitoring Sickness Absence

The monitoring of absence is a continuous process. To ensure consistency and fairness, there also needs to be a mechanism which will

demonstrate when an individual's absence record has reached a level which is unacceptable. The Company has adopted "trigger points" which will be used to identify unacceptable levels of absence which are shown below and are based on a mechanism known as "The Bradford Score" – a widely used attendance and absence monitoring tool.

When the unacceptable levels of absence are reached, it will usually mean the implementation of the Company's formal short term absence management procedure. Proper account will be taken of any serious impairment which constitutes a disability within the meaning of the Equality Act 2010.

#### "The Bradford Score"

The Bradford Score is used as a means of measuring absenteeism. The 'score' is determined by the frequency and length of absences. The score generated will take into consideration all absences within a 12 month rolling period. There are various types of absence and the table below shows which absences are included / excluded when calculating the Bradford Score:

Included in the Bradford Score
Unauthorised Absence
Sickness Absence
Unauthorised Emergency Leave

Excluded from the Bradford Score
Annual Leave
Maternity/Paternity/Adoption/Parental Leave
Compassionate Leave
Approved Time off for Civic / Public Duties

#### The Bradford Score is calculated as follows:

Number of occurrences x Number of occurrences x Number of Days = Bradford Score

#### For example:

1 occasion of absence with a duration of 10 days  $(1 \times 1 \times 10) = 10$ 

The score, where absence levels reach levels that

we cannot sustain, triggers various levels of warning. The trigger levels for formal action are as follows:

75 Points = Formal Verbal Warning 125 Points = Written Warning 200 Points = Final Written Warning

350 Points = Dismissal

All warnings will remain 'live' on an employee's employment record for a period of 12 months, unless otherwise stated on the outcome letter.

We will not make any decision that affects you personally by relying solely on automated processing of "trigger" information. Decisions that affect you personally are always made by appropriate managerial input. We will meet with you on your return to work to explore any underlying health/disability issues. We will take account of all appropriate circumstances you inform us about.

#### Returning To Work

Following all absences (regardless of duration), a manager should meet with an employee to conduct an informal return to work meeting. The aim of this meeting will be to ensure you are fully fit to return to work, are following medical advice, and to discuss any reasonable adjustments that have been recommended. Medical evidence may also be requested prior to your return, to protect your well-being and ensure you are fit to return. If necessary, further review meetings will be arranged as appropriate.

#### Following Our Procedures

Looking after our residents is paramount and this means we must be able to plan and allocate working hours so we expect all employees to follow our sickness procedures. If you do not observe any element of the procedure we may regard your absence as unauthorised. We may withhold sickness payments and take appropriate disciplinary action. This also applies where we have reasonable belief that your absence was not genuine.

#### Infectious Conditions

You must not report for work without medical clearance if you have an infectious condition e.g. rubella or hepatitis. If in any doubt about your illness, please consult your doctor and notify us of the outcome immediately. Your doctor must confirm that it is appropriate for you to return to work. You must not report for work until they do so. They must supply you with a 'fit note' (statement of fitness to work) if your absence will exceed seven days.

You must advise your line manager if you develop an illness involving vomiting, diarrhoea, skin rash, septic skin lesion (boils, infected cuts etc. however small), discharge from ear, eye, nose etc.

You must not report for work without medical clearance if you have an infectious condition. If in any doubt about your illness, please consult your doctor and/or obtain appropriate medical advice or support. You must notify us of the outcome immediately. You must obtain medical clearance that it is appropriate for you to return to work. You must not report for work otherwise. You must also advise us if another member of your household is suffering from diarrhoea or vomiting.

You must tell us if you return from a trip abroad during which you suffered vomiting and/or diarrhoea lasting more than two days.

#### Sick Pay

We are responsible for the payment of statutory sick pay (SSP) during authorised sickness/injury absence. There are specific qualifying criteria for the payment of SSP (laid down by Government Regulation). Where you qualify, we pay SSP for absence through sickness/injury of four or more consecutive days. We make such payment through your normal pay. Payments are subject to statutory deductions (N.I. and income tax) in the normal way.

SSP is only payable on 'qualifying days'. These are

days you would normally be at work however, the first three qualifying days of absence do not attract SSP. These are called 'waiting days' where there are linked periods totalling four days or more (i.e. more than one such period of absence within a fifty-six day period) this is a linked period. You only serve one period of waiting days.

Your principal statement will identify if you are also entitled to contractual sick pay. Where you are, we will supply you with details separately. Any contractual sick pay you receive includes the appropriate element of statutory sick pay.

#### Repeated or Continued Absence

You must keep us notified at frequent intervals where absence is likely to extend for some time. You must keep us supplied with consecutive medical certificates to cover the entire period.

We will review your overall absence where there is repeated or continued absence. This applies even where absence is certificated. We sympathise with genuine periods of sickness absence and have regard to the Equality Act 2010. However, we must focus on the needs of the organisation. We cannot operate efficiently with high levels of absenteeism. Our capability procedure identifies the detailed provisions that apply.

We may commission an occupational health assessment. We will consider any reasonable adjustments that your doctor, specialist or an occupational health advisor suggests. We will consult you about available options and carefully consider your views.

Medical opinion may suggest that no improvement is likely within a reasonable timescale. Equally, we may consider suggested adjustments to manage incapacity or disability impractical or unreasonable. In such circumstances, we may have to consider dismissal because of medical capability.

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# Family Friendly Provisions and Special Situations

With person centred and team work amongst our service behaviours, and given the nature of our services, family values are central to what we do.

Our family friendly provisions are intended to provide a summary of the most important considerations. We cannot provide comprehensive information about every circumstance that may apply. Speak to your manager in the first instance if you can't find the information here. Content is also subject to changes in statutory provision over which we have no control.

#### Adoption

If you are the primary adopter, you are entitled to up to fifty-two weeks' adoption leave. You must be newly matched with a child for adoption. You must request your start date for adoption leave within seven days of being matched. Adoption leave consists of twenty-six weeks ordinary adoption leave (OAL) and twenty-six weeks additional adoption leave (AAL).

You are normally entitled to statutory adoption pay (SAP) if your earnings are above the National Insurance lower limit. This is paid for thirty-nine weeks. You must also have twenty-six weeks' continuous employment by the date you are matched with the child. You may take a further thirteen weeks of adoption leave but this is without statutory adoption pay.

We may suggest, or you can request, up to ten 'keeping in touch days' (KIT days) during adoption leave. You can use KIT days for work, attendance at meetings with colleagues, undertaking training etc. We must mutually agree any KIT day requests between us. There is no legal obligation for KIT days to be offered or undertaken. Any KIT days you work do not extend the period of adoption leave. KIT days are separate and distinct from shared parental leave "In Touch" (SPLIT) days.

If you are adopting with a partner, you need to decide which of you will be the primary adopter. That person will claim the adoption leave/pay. The other person (the secondary adopter) may qualify for paternity leave and pay. Please see

"Paternity and Arrangements for Partners" below.

Subject to eligibility, you may terminate adoption leave and switch to shared parental leave instead. Please see the "shared parental leave" and "shared parental pay" sections.

You must be the child's primary adopter to qualify. Your spouse, partner or civil partner may qualify for paternity (secondary adopter) provisions. You must share the main responsibility to care for the child from placement for adoption. Please see "Shared Parental Leave" below.

As the primary adopter, you may attend up to five adoption appointments with pay. The secondary adopter may attend up to two adoption appointments without pay.

#### Maternity

#### Our Procedures

- We carry out a health and safety risk assessment to protect the health of new and expectant mothers. We do this once you tell us you are pregnant. We also risk-assess if you have given birth in the last six months or are breast-feeding.
- We will take account of your condition and the work you normally do. We try and make adjustments if we believe you cannot carry out your usual work. Alternately we look for other suitable work for you to do.
- If we cannot find suitable work for you to undertake, we will suspend you from work on full pay. We do this until the risks to you/your baby's health have passed or suitable alternative work becomes available.
- You may take reasonable time off with pay during working hours for antenatal care advised by a registered medical practitioner. Please arrange appointments outside of your working hours if possible. Alternatively, please arrange them for the start or end of your working day. Please show your line manager your appointment card for second and subsequent appointments.
- You may change your mind about the date on which you want maternity leave to start. If you do, you must give us at least four weeks' notice in writing.

- You may change your mind about the date on which you want maternity leave to end. If you do, you must give us at least eight weeks' notice in writing.
- Pregnancy-related illness in the four weeks before your expected week of childbirth triggers maternity leave. This is to protect you and your baby's health and safety.
- You cannot work under any circumstances for at least the first two weeks after giving birth.
- Subject to eligibility, you may terminate maternity leave and switch to shared parental leave instead. Please see the "shared parental leave" and "shared parental pay" sections.
- We may suggest, or you can request up to ten 'keeping in touch days' (KIT days). You can use KIT days for work, attendance at meetings with colleagues, undertaking training etc.
- We must mutually agree any KIT day requests between us. There is no legal obligation for KIT days to be offered or undertaken. Any KIT days you work do not extend the period of maternity leave
- KIT days are separate and distinct from shared parental leave "In Touch" (SPLIT) days.

#### Regulations

The Regulations relating to statutory maternity provisions are complex. In order to assess your entitlements correctly we need the following information:

- When your baby is due.
- When you would like your maternity leave to start.
- A copy of the MatB1 certificate issued by your doctor or midwife.
- How many weeks of maternity leave you are likely to take personally.

We need this information no later than fifteen weeks before your expected date of childbirth, preferably earlier. You will be provided with a Maternity Leave Plan to complete.

You are entitled to up to fifty-two weeks of maternity leave, irrespective of length of service. This consists of twenty-six weeks ordinary maternity leave (OML) and twenty-six weeks additional maternity leave (AML). The legal provisions that apply to OML and AML differ slightly.

You continue to benefit from your terms and conditions of employment during OML and AML. There are some exceptions. The most notable exception is remuneration. You remain bound by your obligations of employment. For instance, you must continue to observe our confidentiality provisions.

You normally have the right to return to the same job. Where this is not reasonably practicable, you may return to a suitable and appropriate alternative. If you are made redundant during maternity leave, we will offer you any suitable alternative employment we identify.

You are normally entitled to statutory maternity pay (SMP) if your earnings are above the National Insurance lower limit. This is paid for thirty-nine weeks. This applies providing you have twenty-six weeks' continuous employment by the fifteenth week before your expected week of childbirth. You may take a further thirteen weeks of maternity leave but this is without statutory maternity pay.

If you do not qualify for statutory maternity pay, you may still be entitled to claim Maternity Allowance from the Government.

#### Taking Holidays during Maternity Leave

You cannot take paid holidays during maternity leave. If you are not returning after the birth of your child, payment for outstanding holidays is made when you leave.

Your holidays accrue as normal during maternity leave. Maternity leave may run over from one holiday year to the next. You should take holidays accrued in the first holiday year before your maternity leave starts. You should take holidays accruing in the second holiday year at the end of maternity leave. Alternatively, they may be taken after you return to work. When you advise us you are pregnant we will agree with you when to take your holidays.

#### Parental Leave

You have the right to apply for unpaid parental leave if you have at least one year's continuous service. You must be the parent of a child under eighteen years old. Each parent can take a total

of eighteen weeks leave for each child under the age of eighteen. Similar provisions apply if you adopt a child or young person under the age of eighteen.

You can only take up to four weeks' parental leave each year. You must take it in blocks of a minimum of one week. A part week counts as a full week. In the case of a disabled child you have the flexibility to take leave one day at a time.

You must normally give at least 21 days' notice of your intention to take parental leave. We have the right to postpone the leave for up to six months for business reasons.

Part time employees receive a proportion of the leave. For example, an employee working two days may take a total of eighteen weeks at two days per week. This provides a maximum of thirty-six days in total.

Parental leave that you took while employed elsewhere still counts towards the total of eighteen weeks per child.

#### Paternity and Arrangements for Partners

Fathers are normally entitled to take up to two weeks' paternity leave following the birth. You must take the leave as a single block of either one or two weeks. You cannot take odd days or two separate weeks. You must have at least twenty-six weeks continuous employment by the fifteenth week before the expected week of childbirth. You are normally entitled to statutory paternity pay if your earnings are above the National Insurance lower limit. You must use your statutory paternity entitlement before moving to shared parental leave. You are ineligible for statutory paternity leave and pay once you move to shared parental leave/pay.

You may also take paternity leave if you are the mother's partner and will share responsibility for the child's upbringing.

You must make your request by the fifteenth week before the expected week of childbirth. You must also give us at least four weeks' notice of when you want the leave to start.

Your spouse, civil partner or partner, or the mother of your child may propose to return to work early. She may not use all her fifty-two weeks of statutory maternity leave. In such

circumstances you may be eligible to request shared parental leave. We will require a signed declaration from you when you make such request.

You must be the child's father or the spouse, civil partner or partner of the child's mother/primary adopter to qualify. You must also share the main responsibility to care for the child from birth or placement for adoption. Please see "Shared Parental Leave" below.

An expectant father (or the partner of a pregnant woman) may also attend up to two antenatal appointments with her. Similarly, a secondary adopter may take time off to attend up to two adoption meetings. Time off is without pay. You must advise us of the date and time of the appointments. You must also confirm your eligibility to attend by reason of your relationship with the expectant mother or expected child.

#### Shared Parental Leave

Eligible parents can share the care of their child for up to fifty weeks following birth or adoption. This also applies to certain intended parents in a surrogacy arrangement and to same sex partnerships. Where you reduce your full, personal maternity/adoption leave entitlement you potentially become eligible for shared parental leave. When you take shared parental leave you may also be eligible for shared parental pay. Your partner must separately liaise with their employer about any request for shared parental leave or pay.

The statutory provisions underpinning shared parental leave (and shared parental pay) are complex. Not everyone is eligible. As with maternity, you continue to benefit from your terms and conditions of employment during shared parental leave. There are some exceptions, the most notable is remuneration.

You also remain bound by your employment obligations. For instance, you must continue to observe our confidentiality provisions. You normally have the right to return to the same job. Where this is not reasonably practicable, you may return to a suitable and appropriate alternative. If you are made redundant during shared parental leave, we will offer you any suitable alternative employment we identify.

If you are eligible, please advise your line

manager if you wish to utilise shared parental leave/pay. You must do so at least eight weeks prior to any shared parental leave you wish to take. You must also end/give notice to end your maternity/adoption entitlements. It may be necessary to arrange a meeting to discuss your request. You may wish to be accompanied by another employee or trade union representative.

Shared parental leave is only available to two people. These are the mother/primary adopter and the child's father or the spouse, civil partner or partner of the child's mother/primary adopter. Both parents must share the main child care responsibilities from birth/placement for adoption.

You must have a minimum of twenty-six weeks' continuous service with us. You must have achieved this by the end of the fifteenth week before the due date/matching date. You must also still be working for us at the start of each period of shared parental leave.

You must formally advise us of your request and provide any necessary evidence we require. This will include:

- The name of the other parent and amount of shared parental leave you each wish to take.
- When you envisage taking the leave.
- A signed declaration from your partner including details such as their national insurance number
- Their formal consent to the amount of shared parental leave you intend to take.

Where you are the mother's/primary adopter's partner, you must meet the "employment and earnings test". This requires you to have worked for at least twenty-six weeks in the sixty-six weeks leading to the due date/matching date. You must also have achieved the statutory earnings level for at least thirteen of those sixty-six weeks.

You may decide to take shared parental leave as a single, continuous period of weeks. However you can request up to three discontinuous, separate periods. Where you suggest discontinuous periods we will consider your request carefully however, we have the right to refuse or modify suggestions which our business needs cannot accommodate.

You may wish to vary or cancel a period of shared

parental leave. You must give written notice to do so at least eight weeks in advance.

#### Shared Parental Leave "In Touch" Days

We may suggest, or you can request up to twenty shared parental leave "in touch" days (SPLIT days). You can use SPLIT days for work, attendance at meetings with colleagues, undertaking training etc.

We must mutually agree any SPLIT day requests between us. There is no legal obligation for SPLIT days to be offered or undertaken. Any SPLIT days you work do not extend the period of shared parental leave.

#### Shared Parental Pay

Where eligible, you may be entitled to shared parental pay during shared parental leave. The amount available will depend on how much the mother/primary adopter reduces their maternity/adoption pay period or maternity allowance period.

To claim shared parental pay you must also meet the following conditions:

- The mother/primary adopter must be/have been entitled to statutory maternity/adoption pay or maternity allowance. They must also have reduced their maternity/adoption pay period or maternity allowance period.
- You must intend to care for the child during weeks when shared parental pay is payable.
- Your average weekly earnings must not be less than the lower earnings limit for national insurance purposes. This applies to the eight weeks up to and including the fifteenth week before the child's due date/matching date.
- You must remain in continuous employment until the first week of shared parental pay has begun.
- You must give your line manager written notice of your entitlement at least eight weeks before receiving shared parental pay. Ideally, you should do so when you give notice of your wish to take shared parental leave.

Your notice must include:

- The start and end dates of any maternity/adoption pay or maternity allowance.
- The number of weeks of shared parental pay available. How many you and your partner each intend to claim.
- A (non-binding) indication of when you expect to claim shared parental pay.

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• Your signed declaration confirming the

information is correct and you meet, or will meet, the criteria.

• Your confirmation that you will inform us immediately should your eligibility cease

You must also provide a signed declaration from your partner confirming:

- Their agreement to you claiming shared parental pay and for us to process the payments to you.
- Where your partner is the mother/primary adopter, they have reduced their maternity/adoption pay or maternity allowance accordingly.
- Where your partner is the mother/primary adopter, they will immediately inform you should they cease to satisfy the eligibility conditions.

#### Time Off for Incidents Affecting Dependents

You may take reasonable time off during working hours to deal with incidents involving a 'dependant'. A dependant is a relative such as a spouse, partner, parent or child. It also extends to someone living as part of your family for whom you have care responsibilities. This time off is uppaid

You may use such time off to deal with urgent issues such as a dependant falling ill or being injured. It may be to organise emergency care. It may be to resolve an immediate problem with a dependant child during school hours. It is only to provide time to arrange alternatives and is not a long-term solution in itself.

There is no qualifying service relating to this leave. We will not unreasonably refuse requests.

You must inform us as soon as reasonably practicable of the reason for the time off. Please advise your line manager immediately if you are at work otherwise, please telephone us at the time the incident occurs or as soon as possible afterwards. Please also tell us as soon as you are back at work.

If you need to leave your place of work to deal with such an incident, you must seek approval from your Line Manager.

#### Special Leave

#### Attendance at Court as a Witness

You may be required by the Crown Prosecution

Service to attend court as a witness. You should tell your line manager at the earliest possible opportunity if you are. You may be able to claim an allowance for loss of earnings. When you attend court, you will be issued with the appropriate claim form. You need to pass this to us. We then verify your loss of earnings so that you can submit the claim. It is your responsibility to make sure you are reimbursed correctly by the court. We cannot correct this through your wages.

Attendance as a witness is without pay, other than loss of earnings allowance you receive from the court.

#### Bereavement

If a member of your immediate family dies, please tell your line manager if you wish to request compassionate leave. We view such requests sympathetically and will support you as much as possible, but must also have regard to our residents and operational needs. We consider each request individually. We normally provide time e.g. to register a death, arrange and/or attend a funeral and attend probate interviews.

We will advise you whether time off we approve is with or without pay. We will also consider requests for short-notice annual leave. We may also allow short periods of time to be made up later if possible.

Relative	Entitlement (Days)
Spouse	5
Partner	5
Child	5
Parent/Guardian	5
Direct live-in caring responsik	oilities 5
Sibling	1
Grandparent/grandchild	1
Uncle/Aunt	0
Cousin	0
Nephew/Niece	0
Of your Spouse/Partner:	0
Father/Mother/Brother/Siste	r

#### Parental Bereavement

We wish to support any employee who suffers the tragedy of parental bereavement. Certain statutory provisions are available to parents (or someone living with and exercising caring responsibility) of a child under 18. These provisions include the partner of a bereaved

parent (when in an enduring family relationship). They may also include 'intended parents' (through surrogacy) and adoptive parents. Those who suffer a stillbirth 24 weeks or more into a pregnancy are also eligible. There is no minimum period of service for parental bereavement leave. We very much hope that this is a provision you never need to activate. If you do, all we require is that you advise us. You do not need to fill out forms or provide certification to claim this leave. We simply need to know the date of death and when you want the leave to commence. You must also tell us whether you want one or two working weeks' statutory leave. You can take this in two separate weekly blocks; a continuous two-week block or just a one-week block.

We appreciate you may want leave immediately or at a later date such as a birthday or anniversary. Please provide at least one week's notice if you want to delay either or both weeks more than eight weeks. You must complete all the leave within 56 weeks of a child's death.

There are also statutory pay provisions. These are subject to eligibility. We must have continuously employed you for at least 26 weeks to qualify. Normal earnings for eight weeks, to the week before the death, must not fall below National Insurance lower earnings level. You must provide the child's name and date of death. And, unfortunately, you do have to submit a written declaration for this. It must confirm you have a relationship with that child which entitles you to statutory bereavement pay. You must normally provide it within 28 days of the first day of your claim. If this is not feasible, you must give notice as soon as reasonably practicable.

Unfortunately, parental bereavement provisions are relatively complex; just at a time you probably feel least able to cope. Please just phone or email us as soon as you feel able and we will do whatever we can to support you.

#### Jury Service

You should tell your line manager at the earliest possible opportunity if summoned for jury service. Jury service normally lasts no longer than ten working days. You are then normally exempt from further jury service within a two year period.

The court provides you with a "Certificate of Loss

of Earnings or Benefit" when first appointed.

We need to certify this before you return it to the court. You must claim the relevant daily allowance and tell us the number of days you served. It is your responsibility to make sure you are reimbursed correctly by the court. We cannot correct this through your wages.

Absence for jury service is without pay other than loss of earnings allowance you receive from the court.

#### Time Off for Other Reasons

There may be occasions when you request time off to attend appointments e.g. with your doctor or dentist. You may need to deal with domestic issues not covered by statutory regulation. Requests for such time off are granted at our discretion and normally without pay. We will also consider short-notice annual leave. We may also allow short periods of time to be made up later if possible. Such requests should be kept to an absolute minimum. Please arrange appointments outside normal working hours wherever possible.

#### Flexible Working

You can request flexible working if you have at least twenty-six weeks continuous employment at the time of your application. Only one request can be made in any twelve month period. Successful applications for flexible working normally result in a permanent change to your terms and conditions of employment.

We will consider your request in accordance with the current provisions of the ACAS code of practice.

Please make statutory requests for flexible working in writing and send to your line manager.

Please state whether you have made a previous request and if so, when. Please date your request and be sure to include the following details:

- The change to working conditions and/or flexible working pattern you are seeking.
- When and why you would like the changes to
- If it's only for a limited term, how long it would last.

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• If you wish it to apply permanently or for an initial trial period.

- What effect you consider the request will have on our organisation and how this could be accommodated.
- Whether you are making the request under the Equality Act 2010 e.g. a "reasonable adjustment" for a disability.

We will consider your request objectively and discuss it with you as soon as possible. Wherever possible, we will conduct discussions privately. If we need additional time to consider the implications, we will advise you. We will aim to conclude the process within three months and write to you with our decision.

There are statutory business reasons why we may reject a request. These are:

- The burden of additional costs is unacceptable to the organisation.
- We are unable to reorganise work among existing staff.
- We are unable to recruit additional staff.
- The change would have a detrimental impact on quality.
- The change would have a detrimental effect on our ability to meet customer demand.
- The change would have a detrimental impact on performance.
- There is insufficient work during periods you propose to work.
- Your request does not fit with planned structural changes.

If we reject your request, you may appeal. A more senior representative of management without prior involvement will hear your appeal, wherever possible. You must submit your grounds of appeal in writing within five working days.

You may be accompanied by a work colleague at any meetings that take place.

#### **Menopause Policy**

We are committed to fostering an inclusive and supportive working environment for all our colleagues. We recognise that many of our colleagues will experience the menopause and that for some the menopause will have an adverse impact on their working lives. The purpose of this policy is to raise awareness of the menopause and the impact of the menopause in the workplace, and to encourage open conversations between managers and colleagues. We are committed to supporting those who are affected by the menopause and to signpost relevant advice and assistance to anyone who needs it. This policy covers all employees, visitors, contractors, casual workers and agency workers.

#### What is the menopause?

All women will experience the menopause at some point during their life. The menopause can also impact Trans and non-binary people who may not identify as female. Most of those who experience the menopause will do so between the ages of 45 and 55. However, some start experiencing symptoms much earlier. Often, symptoms last between four to eight years, but they can continue for longer. Symptoms can include, but are not limited to, sleeplessness, hot flushes, memory loss or poor concentration, headaches, muscle and joint pains, depression and anxiety. The majority of those going through the menopause will experience some symptoms, although everyone is different and symptoms can fluctuate. The menopause is preceded by the perimenopause, during which the body prepares itself for menopause. The perimenopause can also last several years and can involve similar symptoms to the menopause itself. For the purpose of this policy, any reference to the menopause includes the perimenopause.

#### Open conversations

Menopause is not just an issue for women. Everyone should be aware of the menopause so that they can support those going through it or otherwise affected by it. We encourage an environment in which colleagues can have open conversations about the menopause. We expect all colleagues to be supportive of those who may be affected by the menopause in the workplace. Anyone affected by the menopause should feel confident to talk to their line manager or Human Resources about their symptoms and the support they may need to reduce the difficulties the menopause can cause them at work. Line managers and Human Resources should be ready to have open conversations with colleagues about the menopause and what support is available. Such conversations should be treated sensitively and any information provided should be handled confidentially and in accordance with our Privacy Policy.

#### Risk assessments

We are committed to ensuring the health and safety of everyone and will consider any aspects of the working environment that may worsen menopausal symptoms. This may include identifying and addressing specific risks to the health and well-being of those going through the menopause.

#### Support and adjustments

While many who go through the menopause will be able to carry on their working lives as normal, we recognise that others may benefit from adjustments to their working conditions, this may be through the

development of a personal Menopause Passport to help mitigate the impact of menopause symptoms on their work. If you believe that you would benefit from adjustments or other support, you should speak to your line manager in the first instance. If you feel unable to do so you should contact the Human Resources Department. Physical adjustments could include temperature control, provisions of electric fans or access to rest facilities. Depending on individual and business needs, adjustments such as flexible working, more frequent rest breaks or changes to

work allocation may also be considered. These are examples only and not an exhaustive list. We may refer you to our Occupational Health Department or seek medical advice from your GP to better understand any adjustments and other support that may help alleviate symptoms affecting you at work. Any request for a medical report or examination will be dealt with as set out in our Sickness absence policy. If you need additional support, you also have access to our confidential Employee Assistance Programme, please speak to your Manager for further details.

# **Grow with Us**

As our business grows, our people grow too. We train and develop our team members because we believe this enhances skills, knowledge and employee satisfaction. This of course assists you, and helps us to deliver the very best person centred care. There are many ways in which we can help you develop and progress your career. And it's important that you understand the opportunities that are available.

#### **Appraisal**

We operate a structured appraisal process. This is a two way process. It provides an opportunity for you to express your ambitions and identify future plans. You can tell us about obstacles you feel may slow your development. It is an opportunity for us to highlight your successes and areas of strength. We can also identify areas for improvement or development.

A prime element of our appraisal system is the preparation of a personal development plan (PDP). We try to measure where your contribution will be most effective. We then seek ways to overcome any difficulties and maximise your potential by providing appropriate support or training.

The appraisal rating and comments also provide a benchmark for the future so that achievement, improvement and development can all be measured. This helps maintain your career on the right path and maximises your contribution to our organisation. It also enables more effective succession planning by enabling us to take account of your potential, future plans and aspirations.

#### **Development Training**

We expect you to participate in appropriate training, professional development and refresher activity from time to time. We will discuss and agree your participation in internal and external training activities in advance. We expect and require you to undertake any training deemed necessary to reach or maintain appropriate professional standards. We will meet agreed costs incurred in such training.

The training that we require you to complete will be a mixture of specific training to ensure person centred care for the residents at your home, and training that is consistent across all of our homes. Delivery will be delivered via a mixture of face to face and online methods. We will also assess you in your practical application.

We also encourage you to undertake training appropriate to your development. We will consider this on the basis of mutual benefit. In particular, we examine the relevance to your role, development and the needs of the home(s). We cannot afford to fund every request we receive. Where we do support a development opportunity, we may require you to sign and observe a "Training Agreement." This is to protect our investment in your future. It covers, for instance, extra costs we incur in facilitating your training opportunity.

#### Letting You Know What's Happening

We aim to hold regular staff meetings, both one to one and in group sessions. We welcome and ask for your feedback along with any ideas that you have.

#### **Opportunities With Us**

There are many opportunities for you to grow your career with us. This may be where you currently work or somewhere else within our group.

Vacancies are displayed internally; for example on a staff notice board or online, for you to consider.

For more information on current opportunities and how to apply please speak with your line manager.

# If You Leave Us

We provide general guidance and terms relating to leaving us below. Your principal statement of terms and conditions may set out more specific rules. Where these exist, they take precedence.

#### **Leaving Without Working Notice**

If you fail to work your full contractual notice period without agreement, we may face extra costs unnecessarily. We may deduct the reasonable extra costs of covering your role from any final monies due to you.

You also forfeit any contractual accrued holiday pay which exceeds the relevant amount of statutory holiday pay.

#### **Leaving With Notice**

We may require you not to attend your normal place of work during your notice period. We may require you to take "garden leave" for all or part of the remaining period of your employment. During garden leave you will continue to receive your full salary and any other contractual benefits.

We may require you not to perform your regular duties and may provide reasonable alternatives. You must remain available during your normal working hours for us to contact you and to work if we wish. You may not take any alternative employment during this period except with our express written consent. We may expect you to take any accrued annual leave. This is all at our absolute discretion.

We may make a payment in lieu of notice at our absolute discretion. Where we offer such payment, subsequent discovery of any repudiatory breach of contract on your part will lead to revocation. Where payment has already been made and we discover such conduct, we have the right to seek recovery.

#### References

When you join us, leave us, seek promotion etc. you may ask/expect us to provide or obtain a reference. This will normally be associated with

your employment however, it may be for another reason. For instance, we may provide financial references for banks, loan providers, mortgage lenders etc. We may provide character references for potential landlords, immigration bodies, courts etc.

We deal with reference requests confidentially and retain associated correspondence securely. We dispose of correspondence appropriately, within a suitable time-frame which recognises current data protection provisions. We normally only supply references electronically or by hard copy. For your security, we do not provide telephone references.

For additional security, it assists if we can respond to one named individual however, we can never guarantee that our response will be treated confidentially. You must satisfy yourself that those who may request a reference in your respect will comply with data protection principles upon its receipt.

Please ensure that we are aware of the likelihood of a reference request in advance. It may assist to discuss it with us, particularly where you would not want us to respond to an approach.

Should you leave, we normally continue to respond to requests for references unless you advise us otherwise. Where you instruct us not to, we accept no responsibility for adverse impact e.g. on future job applications you submit. For this reason you must provide your instruction in writing so we are absolutely clear about your wishes.

Only members of staff with specific authority may write or provide references on our behalf. We respect a duty of confidentiality to the authors of such references. We do not normally disclose the contents to the subject of a reference request.

Some countries may not ensure an adequate level of protection for the rights and freedoms of data subjects. We take requests to supply references outside the UK as confirmation that you understand this and you indemnify such provision.

If you supply a personal reference for an individual, it must not imply, suggest or assert that we provided it. Such references must deal only with your personal experience of that individual. They must not refer to that person's professional performance or any aspect of their employment relationship with us. Such references must make clear that they are supplied in a personal capacity and must not claim to represent our views. You are personally responsible for the content of such references.

#### Resignation

You need to give notice in writing to voluntarily end your employment. We identify the notice period we require in your principal statement of terms and conditions. Please set out the reason for your decision to leave and submit your letter to your line manager.

We may also require you to complete an exit questionnaire before you leave our employment.

#### Retirement

If you wish to retire, please notify us of your planned retirement date in writing at the earliest opportunity. We set out the minimum notice to end your employment (which includes by your retirement) in your principal statement of terms and conditions.

We appreciate as much prior notice of retirement as possible. This will help us in our succession planning. We will also consider requests to work flexibly before your chosen retirement date. For example, you may wish to reduce your hours on a gradual basis in the lead up to your chosen retirement date. If you wish to explore this option, please discuss the matter with your line manager in the first instance.

#### **Return of our Equipment/Property**

You must return any property we have issued to you before you leave. Property includes, for example, keys, documents, mobile telephones, disks/data, other records, personal protective clothing and equipment, IT equipment, vehicle, stock and samples. This list is by way of example and not exhaustive.

In the case of summary dismissal, you must surrender our property immediately when we indicate the outcome of the disciplinary hearing.

If you fail to return our property/equipment, you are liable for the cost of making good our reasonable losses. The same applies if you return it in an unsatisfactory condition. We will take account of deterioration caused by normal wear and tear. We advise you in advance, in writing, of any amount we intend to recover from pay or other monies owing. We may pursue civil recovery measures, at our entire discretion.

# **Amendments and Changes**

This employee handbook and your principal statement of terms and conditions of service specify important matters regarding your employment. In the event of any difference between the two documents, the wording of your principal statement takes priority.

We reserve the right to make reasonable

alterations to this handbook and any other terms and conditions of service. We may set out minor changes in a general notice.

We will only implement significant alterations following consultation with those affected. We will implement any changes following the consultation period and subject to the outcome of any written concerns we receive.