



# EMPLOYEE HANDBOOK

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## INTRODUCTION

### About Choices

Formed in 1995 and based in Cheshire, Choices (Homes for Children) specialises in providing residential care for children and young people. Choices was formed with the intention of offering the best possible care and education for young people with complex needs and challenging behaviour. We emphasise the importance of working in partnership with our residents, their families and placing authorities to enable each of our residents to rebuild confidence within a caring and stable environment.

All of our homes are furnished and equipped to a high standard, encouraging residents to take ownership and positively contribute to the overall living environment.

### Our Beliefs

We believe that a children's home should serve as a nurturing environment with familiar faces, inclusive of warm care, education and therapy (if required). We recognise education as a fundamental part of a young person's growth which prepares them to take their place in society. Our philosophy at Choices is to support young individuals from all backgrounds and to provide them with a reliable home environment with the required support to live meaningful and valued lives within the local community.

Our child care teams consist of highly motivated, experienced staff that are committed to the care of young people. Best practice is promoted through continuous staff development and training linked to regular structured supervision and appraisal. To achieve the highest possible outcomes, our childcare programme is carefully designed to match each individual. By providing a warm and caring environment with firm and consistent boundaries we encourage our children and young people to develop positive relationships and address the often painful issues which have brought them to us.

Our approach creates a setting that allows each child and young person to gain a strong sense of personal worth. Cause and effect are emphasised so that each child and young person is assisted in making positive change and accepting an increasing responsibility for their actions within an environment that understands them and their difficulties.

### Job roles

Whilst you have been employed in a particular job role, we may need you to carry out various duties outside of this role and it is a condition of your employment that you do so when required. We will only ask you to perform duties which we feel you are capable of performing.

### Place of work

To ensure the effective and efficient running of the Company as a whole, you may need to work at locations other than ones you are accustomed to and it is a condition of your employment that you do so when requested. If you have any particular problem in complying with any request, then you should discuss your reasons in full with your Line Manager who will then make a decision as to the validity of your non-compliance.



## YOUR EMPLOYMENT WITH US

We believe that our staff are our greatest assets. For many of our staff, you are the face of the Company and as such, service users, their family members and members of the public will judge us on how you perform your job and present yourself to them.

We aim to provide you with the information and skills necessary for you to carry out your job to the best of your ability.

### Probationary period

When commencing employment with us, the initial period of employment will be on a probationary basis and is normally for a three months' period, unless denoted otherwise in your Statement of Particulars. This period of time is to allow us to assess your performance and for you to decide if you wish to continue your employment with us. At any time during this period we may, if we are unhappy with your progress, extend your probationary period or, if we feel it is appropriate, terminate your employment without recourse to our full disciplinary procedures.

### Enhanced disclosure & barring personal record check

It is a condition of your employment that you have a satisfactory enhanced Disclosure and Barring Certificate (or equivalent as deemed appropriate by the organisation or local government requirements). If such a certificate is not supplied, or if when it is received, it is not deemed suitable to us, your employment will be terminated.

During your employment with us you will be asked to submit to further checks and if any such check contains information which we feel is not acceptable, your employment with us may be terminated.

If you are arrested, investigated or charged with any offence, including any traffic offences, at any time either before or during your employment with us, you must report such occurrences to your Line Manager. We will then discuss the implications with you before making any decision as to whether or not to terminate your employment. During such time we are considering the impact of the offences we may decide to place you on suspension with contractual pay.

We will comply with the relevant Codes of Practice regarding the appropriate storage, use retention and disposal of any disclosures and the information contained in such and also any information regarding any offences of which you may be accused or charged with which you disclose to us personally.

All such information will be kept in secure locked containers. We will ensure that such information is not kept on your employee file and is only seen by authorised and relevant people. Such information will only be used for the purpose for which it was requested. All staff that have authorisation to access such information will be fully aware of the implications of discussing or passing any such information to any unauthorised person and that to do so would be regarded as both a criminal offence and also an internal disciplinary offence.

We will keep a permanent record of the unique disclosure reference number, type of disclosure requested, name of the person to whom it refers and their job role. We will however, only keep details of other information contained in any disclosure for as long as is necessary to make a decision on any impact it could have on employment, or continued employment, of the individual, including any time needed to resolve any disputes or complaints. If we need to keep such information for a protracted period of time, we will seek further guidance if necessary from the Disclosure and Barring Service.



When the documents are no longer needed to be retained, we will destroy them by a secure method e.g. shredding, burning, pulping etc. so that they cannot be obtained by any other person.

### **Driving your own vehicle on company business**

If you use your own vehicle for business purposes, it is your responsibility to ensure that it is insured for business use. If you fail to insure your vehicle for business use or your insurance refuses to pay out for any claims the Company will not be responsible for any cost or damage incurred. You must also ensure that the car has a valid MOT certificate and you have a valid driving licence. We may ask you to produce any of the above documents as proof at any time and it is a condition of your employment that you do so when required.

If driving is an essential part of your job with us and you fail to provide the above documents for scrutiny by us, we may have no alternative other than to terminate your employment.

If you receive a summons or conviction which could affect your insurance cover, then you must notify your Line Manager immediately.

### **Driving licence**

If driving is an essential or substantial part of your role, you must ensure that you have a current licence in effect at all times. If your licence is removed or suspended for any reason you must inform your Line Manager immediately. If you receive any driving summons or convictions, these must also be notified to your Line Manager immediately as it could have an effect on the validity of our insurance.

You must produce both your licence to us whenever so requested.

If you lose your licence, or if our insurers refuse to accept you on the policy as a risk, we may have no alternative other than to terminate your employment.

### **Appraisal and review**

We will carry out regular quarterly appraisals with you with a view to maximising your potential within the Company. The appraisal should be a two-way process, giving you ample time and opportunity to discuss your role. The aim of the appraisal is to identify where you excel, where you need any further help or guidance, and if appropriate, agree future objectives. You will then have regular, informal update meetings throughout the year to measure your progress against the objectives.

### **Personal details**

It is important that we have up to date and accurate records of your personal details, such as telephone number, address, next of kin name and address, bank details etc. therefore, if any of the details which we hold change, it is imperative that you notify us, in writing, as soon as possible.



## REMUNERATION

### Payments

Your normal rate of pay, frequency and method is detailed on your Statement of Particulars.

- You will be paid in arrears on or around the last Thursday of each month directly into your bank or building society account.
- You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions that have been made and the reasons for them e.g. Income Tax, National Insurance, etc.
- Any pay queries that you may have should be raised with your Line Manager.

### Deductions and Overpayments

Your pay is subject to any necessary Income Tax and National Insurance as detailed on your payslip. If you are late or absent from work, we may also make a deduction, based on your normal rate of pay for the time you were absent, (save for any statutory payments such as Statutory Sick Pay (SSP), time off for ante-natal appointments, or contractual sickness pay etc.).

If any overpayments are made, for whatever reason we will inform you as soon as possible of the amount and reason for the overpayment. We will then normally deduct the amount overpaid from the first payment to you after discovery of the overpayment. If you are overpaid at any time, you must inform your Line Manager immediately. Failure to do so could be regarded as a disciplinary offence.

Deductions will also be made by us if a court order is in place instructing us to do so, or for any other amount we are contractually allowed to deduct or to which you agree.

### Clocking in and Out

To comply with health and safety regulations you must clock in when you start your shift, and you must clock out as soon as you finish your shift. You must not for any reason falsely clock in for another person, unless authorised to do so by your Manager. Failure to adhere to this instruction may lead to delayed payments and/or disciplinary action.

### Lateness and absence

If you arrive for work late, we will make a deduction from your pay based on your hourly rate of pay. If you arrive for work more than one hour late and have not notified us before your expected starting time and/or, without having provided us with an acceptable reason for the delay, we may find it necessary to cover your duties, or disperse your workload to other staff, or reschedule work in other ways. In the event of one of these scenarios we reserve the right to send you home for the remainder of the day without pay.

### Lay Off and Short Time Working

If we are unable to provide you with work we may need to lay you off for a period of time or reduce your working week whilst we try to resolve the situation. If you are laid off work, you will receive either statutory guarantee pay or your normal basic wage, whichever is the lower, for up to five days (pro-rata) of lay off. After this period, there will be no entitlement to payment for any days not worked. We will normally only invoke this right as a last resort and for as short a time as necessary. Your continuity of employment with us will be protected during such a situation.



## HOLIDAYS

### What this Policy Covers

This policy sets out the rules and procedures in relation to taking annual holidays. It applies to all employees and workers

Your annual holiday entitlement, including public/bank holidays, is detailed in your Statement of Particulars.

We believe that your holidays from work are an important aid to balancing your working life with your life away from work and for health reasons. We encourage you to take your full entitlement each year. We will not normally allow you to carry forward any of your holiday entitlement from one year to the next, nor will we make any payment in lieu of unused holiday entitlement.

You should request a holiday form each time you wish to book a holiday away from work. You will be notified as soon as possible if you are authorised to take the time off work on your preferred dates. Requests for time off will not be unreasonably refused, however due consideration will need to be given to the impact of your absence on the Company.

We strongly advise that you ensure you have obtained authorisation to take the time off before you commit yourself outside of work. If, for example, you book a holiday with a travel company and we cannot support your request for time away from work, we will not be held accountable for any monies you stand to lose as a result. If you choose to take the time away from work irrespective of the fact that your request has been refused, we will treat this as a disciplinary offence and will invoke our disciplinary procedures.

If you know that you will want to take specific days away from work as holidays, we recommend that you submit your request as early as possible to avoid disappointment. In any event, we require a minimum of four weeks' notice for any holidays request, unless this is not possible due to unforeseen circumstances, and due consideration will be given to your request. You will not normally be granted more than two working weeks consecutively.

Due to the nature of the business, annual leave will not be approved during Christmas/New year as this is our busiest period.



# ABSENCE FROM WORK AND LATENESS

## What this Policy Covers

The purpose of this policy is to ensure that employees who are genuinely unwell are treated fairly and consistently, while minimising the impact of sickness absence on the Company. The policy sets out procedures for reporting sickness absence and for the Company's management of short-term and long-term absence. Any absences that are disability-related will be managed in accordance with relevant legislation and related Codes of Practice. This policy also contains information on your entitlements in relation to paid and unpaid time off work for reasons other than sickness.

## Attendance

You should arrive at work in sufficient time to actually start working at your normal starting time. Whilst we understand that on limited occasions, unexpected occurrences may impact your ability to attend work, or may cause you to arrive late. Lateness and absence have an adverse impact to both the business and other employees and we trust that you will take a positive approach to punctuality and attendance at work.

## Reporting absence or lateness

If you are unable to attend work, or get to work by your expected starting time, you should notify us as soon as possible and at least two hours before your expected start time, to allow us to take the necessary action to cover your absence and minimise any impact it may have.

You should speak personally by telephone to the Manager or Deputy Manager to inform us of your absence from work.

If your Line Manager or Deputy Manager are unavailable, ensure you speak with another member of the management team. You should inform us of the reason for your absence and how long you expect to be away from work. We will then agree with you any further reporting procedures you may need to comply with prior to your return to work.

You should always report your absence yourself by telephone. You should not ask another person to call on your behalf and you should not notify us by text message, email or any other medium.

Failure by any employee to contact us during absence in accordance with this procedure will normally be considered unauthorised absence and result in the employee being liable to loss of pay for the period of absence and to disciplinary action.

This will not normally be remedied by the subsequent receipt of a back-dated medical certificate.

## Fit notes

Your doctor may feel that it is appropriate to suggest that whilst you are unable to carry out your job in its current form, you may be fit for work with some adjustments. If so, your Line Manager will discuss your doctor's recommendations with you and where possible we will consider reasonable adjustments.

## Returning to work after a period of absence

You should notify your Line Manager the day before your return to allow us to give sufficient notice to cancel any arrangements we may have made with any individual to cover your workload during your absence. If you arrive for work without such notification, we may send you home from work for the day without pay.



If you have been suffering from any contagious or infectious disease you should ensure that your doctor is happy for you to return before you do so.

Upon your return to work you will be required to attend a return to work interview.

If we feel that your lateness and/or absence are unacceptable, we may invoke the disciplinary process, which could ultimately lead to your dismissal.

### **Absence due to sickness or injury**

If you are absent for a period in excess of seven calendar days, (irrelevant if these constitute your normal working days or not) you should provide us with a medical certificate from your GP or other relevant medical practitioner. Such medical certificates should then be forwarded to us on a regular basis to cover the whole period of your absence. If your absence is for a period of seven calendar days or less, you will be required to complete a Self-Certification of Absence form on the first day of your return to work.

The above documentation is required regardless of whether or not you qualify for any payment during your absence.

Dependent upon your circumstances, you may be eligible for SSP during your absence, in line with current legislation. However, if you fail to follow our procedures for reporting and certifying your absence without good reason, we may withhold payment of SSP Payments and/or any contractual sick and injury payments and/or may treat it as a disciplinary matter.

Submission of medical certificates, although validating your reason for absence, will not necessarily prevent us from taking appropriate action, including invoking the disciplinary process, if we feel your cumulative absence from work is excessive.

Depending upon the circumstances of your absence/s from work, we may ask you to allow us to approach your GP or another member of the medical profession with a view to obtaining further information on your condition. We may then consider if there are any reasonable adjustments which we could implement to help you to improve your attendance. It may be necessary, if acceptable solutions cannot be found, to terminate your employment with us, in line with current legislation.

If you qualify for SSP this will be paid to you at times and in the manner you would normally receive your pay. Failure to supply the relevant certification of absence will result in non-payment of SSP. The first three days of absence in any 56 day period are 'waiting days' and as such will not command any payment of SSP.

If you receive a discretionary sickness absence payment that is in excess of SSP it will be inclusive of any entitlement you may have to SSP, or any other alternative benefit or payment you may receive. If you do receive a payment in excess of SSP it is at the sole discretion of the Directors and will not form part of your contract of employment with us.

If you pursue a claim for compensation from any person, company or other entity for the injury or illness you incurred, you should consider including loss of income in the claim as we reserve the right to recover any SSP or Contractual Payments we made to you during your absence from work from any compensation which may be awarded to you.



## Time off for medical appointments

If you need to visit the doctor or dentist, wherever possible, you should arrange the appointment outside of your normal working hours. If the doctor or dentist cannot facilitate this then the appointment should be made as close to your starting or finishing time as possible or taken as annual leave subject to the holiday booking procedures as denoted earlier in this handbook.

You should discuss the absence with your Line Manager and give us as much notice as possible of your intended absence from work. Whilst we appreciate that this is not always possible with an emergency GP appointment, you would normally be given adequate notice to attend other kinds of appointments. Other than for emergency appointments you should provide your Line Manager with a copy of your appointment card, letter etc. In the event of an emergency appointment we may ask you to provide evidence of your appointment so that we can monitor your on-going welfare.

Such time off will normally be without pay.

## Time off for dependants

There may be occasions when you need to take a reasonable amount of time off during working hours to deal with unforeseen matters and emergencies relating to a dependant. A dependant could be a spouse, partner, child, parent, or someone who depends on you for care.

The leave can be taken for example to:

- Deal with a breakdown in childcare;
- To put longer term care in place for children or elderly relatives; or
- If a dependant falls ill or is taken into hospital.

You have a statutory right to a reasonable amount of time off to deal with any such matter. The legislation does not prescribe what amount of time is reasonable but does suggest that in most cases a day or two will be sufficient to deal with the immediate crisis. If you wish to take time off work you must speak to your Line Manager to discuss your situation and agree a reasonable amount of time away from work, which will normally be without pay.

## Time off for parental leave

If you have at least twelve months' service with us and you wish to exercise your right to take parental leave, please speak to your Line Manager who will advise you further regarding your entitlement and agree the time off at a time agreeable to both you and the Company. Parental Leave is unpaid leave.

## Time off for maternity

If you become pregnant, we recommend that you speak to your Line Manager in confidence as soon as you are aware of your condition. Your safety and that of your unborn child are important to us and we would want to look at any adjustments we may need to make to your work or working conditions to help ensure that you are both kept safe.

We would also ensure that you were made fully aware of both your obligations and entitlements at an early stage, to help you plan.

## Time Off When Adopting a Child

If you are adopting a child, you may be entitled to time away from work on adoption leave and may qualify for Statutory Adoption Pay. If you are adopting a child, your Line Manager will be able to advise you of your rights and obligations.



### Time off for paternity leave

If your partner is pregnant or you are both adopting a child, you may be entitled to take time away from work, which dependent upon your circumstances may command Statutory Paternity Pay. Please speak to your Line Manager who will explain in full your obligations and your rights.

### Shared Parental Leave

Should you wish to exercise your right to Shared Parental Leave, you should contact your Line Manager who will discuss your individual entitlements should you meet the eligibility requirements.

### Time off for bereavement

In the sad event of a bereavement of a member of your family or a close friend, please discuss your circumstances with your Line Manager and agree appropriate time away from work. Pay for such time off is discretionary.

### Jury Service

You are entitled to time off work to fulfil your obligations with regard to Jury Service. In the event of you being summoned to attend for Jury Service, you must notify management immediately on receipt of the Jury Summons, giving details of the dates you are required to attend Court.

You are reminded to ensure that an expenses claim is submitted to the Court in accordance with the available allowances for travelling, subsistence and your financial loss.

You are not entitled to payment for this time off, as you can claim allowances from the Court.

If you are retained on Jury Service for a prolonged period, you have an obligation to notify the Company and must keep in regular contact throughout. You must return to normal working immediately following your release from Jury duties.

### Severe weather

We understand that you may face difficulties getting to work and returning home during periods of severe weather. Whilst we are committed to protecting the health and safety of all our employees, in order to maintain our levels of customer service and efficiency we need to ensure that disruption caused to our service remains minimal. The purpose of this policy is to outline your responsibilities during severe weather conditions

You should use their best endeavours to attend work in all circumstances. However, it is not our intention that you put yourself at unnecessary risk when trying to attend work. You should use your own judgment and, if unable to attend work, you should notify your Line Manager as soon as possible to discuss the situation and agree an appropriate course of action.

### Time off for any other reason

If you need to take time off for any other reason than covered by the paragraphs above, you must speak to your Line Manager as soon as you are aware of the need to take time off work. They will decide whether or not the absence request is reasonable and if we can support the time away from work. You will not normally be paid for the time off.



## BEHAVIOUR AT WORK

### Working in a care setting

If you are employed to care for our service users in their own homes, there may be times when a service user requests that an employee is removed as a carer. In such instances, we will speak to the service user to try to resolve the matter. If they are insistent that they do not want any particular individual to attend to their needs, we will make every attempt to find other work for the employee concerned. If this is not possible, we may have no option other than to reduce the hours of work accordingly or to terminate the employment.

Central to our service provision is a belief that we should provide a high standard of appropriate care for all of the people in our care and maintain a culture within the Company that prioritises the dignity and respect of each Service user. As an employee you are an integral and important part of this provision. The care you provide should be delivered in a friendly but professional manner. This can sometimes lead to confusion when trying to discern if you are crossing the boundary of professional good practice. If you are ever at all in doubt you should discuss the matter with your Line Manager.

### Personal relationships

You should not enter into any personal relationship with any service user. If you enter into a relationship with any family member of a service user, you must notify your Line Manager and we will consider if any appropriate measures need to be put in place to safeguard both you and the service user.

### Identity badges

If you are issued with an identity badge it must be worn and be visible at all times whilst you are working for us. If you lose or damage your identity badge you will be charged with the cost of a replacement or the repairs, which will be deducted from your wages.

### Aggressive behaviour

You should conduct yourself in a calm professional manner at all times. You must remain calm if faced with abuse and withdraw from the scene as soon as it is safe to do so.

Any abuse, disputes inappropriate behaviour or problems should be referred to your Line Manager immediately, and possibly the commissioning agency. We will then take the appropriate immediate action to resolve the matter.

### What to do if you suspect abuse

We are committed to protection of all service users. As such all our staff are trained in 'what to do if you suspect abuse'. You are obliged to report all suspicions of abuse to your Line Manager.

You must always act in the service user's best interest. You must be vigilant and if you suspect abuse of the service user (or any other inappropriate situation) it must be reported to your Line Manager immediately. Records must be full and accurately kept and if the home situation makes this difficult alternative arrangements will be made by the Company.

If you enter a situation where you suspect a crime has been committed, you must immediately inform your Line Manager who will inform the commissioning agency and appropriate authorities.



## Handling service user's money

Like all service users property a service user's money is to be respected and kept safe. Any obvious problems (e.g. a service user is struggling to keep track of it) should be reported to your Line Manager immediately.

You may only handle a service user's money after prior arrangement with your Line Manager. A written record must be made on each occasion.

You must fill in the financial record for each transaction. Receipts must be produced for any transactions and you must ensure that all monies etc. are handed back to the service user and accounted for before leaving at the end of your shift.

## Statements to relatives

Relatives will often ask for information regarding the well-being of a service user. You must not give any such information to any relative or representative of any of our Service users unless you have been authorised to do so as an integral part of your job with us. If you are unsure as to whether or not you have such authority you should first check with your Line Manager.

## Statements to the press or media

You may be approached by members of the media, (e.g. press, radio, television etc.) to give an interview or opinion about the Company, Service users or other information relating to our business. In order to protect the integrity of both the Company and its service users, and to ensure that you are not misquoted, you should politely refuse to give any such information and instead you should suggest that they contact your Line Manager.

## Food hygiene rules

Makeup and perfume should be kept to an absolute minimum. Nail varnish must not be worn and rings should be avoided.

Beard and hair coverings must be worn at all times.

Cuts and burns must be covered at all times with the appropriate dressing.

Hands must be washed regularly. And you must wash your hands before starting your shift and when returning from the toilet.

## Moving and handling

You will be given thorough and up to date moving and handling training before you undertake any activities. Records of training and updates are kept in staff files.

You should be sure that you fully understand everything you have been taught, if you have any questions you should ask the trainers before you receive your accreditation and undertake work.

You must be fit and able to do the work which you have been asked to do. Should you feel unable to safely undertake any aspect of your work you should inform your Line Manager immediately.

Any task to be undertaken will have been risk assessed and will have a set procedure which must be followed.

You should not attempt any task for which you have not been trained.



Should a service user ask you to deviate from any procedure you should not undertake it and inform the management immediately?

If during the course of your work, you come across a risk which you feel needs to be assessed or reassessed you should fill in the initial risk alert form and return to your Line Manager.

## Dress code

When working for us, you are representing the Company, and as such service users or their families, members of the public and other persons will judge our Company on how you present yourself and how you behave.

It is therefore, important that all our employees take care with their personal hygiene and grooming at all times. Clothes appropriate to your job role must be worn at all times whilst at work.

Where items of uniform or work-wear are provided, you must wear these.

Hair should be tied back where necessary, finger nails must be kept short, Make up and jewellery should not be worn while working.

Jewellery should be kept to an absolute minimum. You are not allowed any visible piercings other than one small stud earring in each ear. Rings are not allowed except for one plain wedding band.

If you are issued with items of Personal Protective Equipment, then these must be worn at all times as appropriate or as instructed. Your failure to do so will be treated as a serious matter and may lead to disciplinary action.

## Alcohol, medication and drugs

Whilst we understand that you have a right to a private life and would not wish to impede on that, it is also important that, when attending work, you are fit to do so. Therefore, if we suspect that you attend work still under the influence of alcohol or any drug which has been consumed or taken prior to you commencing work, we may send you home for the remainder of the day without pay. Such events may also result in disciplinary action.

Possession or consumption of alcohol or drugs during your working hours is strictly forbidden. If you are found to have done so you will be subject to disciplinary action, which may lead to your summary dismissal for gross misconduct.

If you are prescribed any medication by a medical professional, or you are taking any 'over-the-counter' medication which may affect your performance at work, you must notify your Line Manager so that appropriate action may be taken, if necessary, to ensure the safety of yourself or any other person. Dispensing, distributing, possessing, using, selling or offering to buy controlled drugs at work is prohibited. Any such activity (including reasonable suspicion of it) on the Company's premises may be reported immediately to the police and will incur the disciplinary process. We consider such actions to be Gross Misconduct.

Any employee who is required to drive in the course of their employment must not drink immediately before driving and must not take any drugs or medication that would impair your driving. You must be satisfied that you are competent to drive and would not be in breach of any law or regulation in doing so. Driving



on Company business whilst under the influence of alcohol in excess of the legal limits will be considered to be gross misconduct.

If you are taking any drugs and/or medication and are unsure if you should drive you should talk to your doctor, pharmacist or healthcare professional.

## Infection Control

You will be given thorough infection control training at your induction. If you are unclear about any aspect of infection control whether in a professional or personal capacity you are to speak to your Line Manager about it. It is essential that you maintain good technique and standards. Never deviate from them and always voice concerns about this matter to your Line Manager. Technique will be checked at regular intervals.

You will be trained to adequately perform any procedure you will be required to do. You should carry out all procedures as you were trained to do them and if you are unsure about anything you should voice your concerns to your Line Manager before undertaking anything. You should never perform a task for which you have not received training.

## Hand washing

Hands must always be washed as per your training. A quick hand wash is never acceptable. Personal hygiene must be of a high standard and in addition to social hand washing hands must be washed before and after any service user contact/procedure and between service users. Further steps e.g. alcohol hand disinfection should be used for sterile procedures.

## Telephones

The Company's telephones are for business use only. Whilst we appreciate that you may wish to make or receive occasional personal calls, these must be kept to an absolute minimum and only when authorised.

The Company reserves the right to monitor all telephone calls on the Company telephones. If we feel that the calls are excessive in quantity or length then we will charge you for the cost of the calls, by deducting the appropriate cost from your pay. Dependent upon the circumstances, you may also be subject to disciplinary action.

If you are issued with a mobile phone, the same rules apply. You must also take great care with such items. If the phone is lost, stolen or damaged because of your negligence or malicious action then we will again deduct the cost from any monies owing to you by the Company and may also invoke the disciplinary process.

Personal mobile phone usage should be kept to a minimum during working hours. If you are working remotely, then your phone may be switched on to enable people to contact you in an emergency but the use should be kept to a minimum. Under no circumstances should the use of any mobile phone, whether personal or owned by the Company, be allowed to compromise the safety of yourself or others.

## Cameras (including mobile devices)

No photographs may be taken on our premises or of any service user without express permission from your Line Manager. Photographs may only be taken by a camera owned by the company. If authorisation is given, then the photographs must remain on our premises at all times. You must not make any copies or remove any images from site. If you are found to have done so, or if you bring any personal camera onto the premises, it may be regarded as potential gross misconduct and you may be liable to disciplinary action.



## **Selling of goods at work**

Selling goods at work is not permitted. Under no circumstances may you sell any item to any customer or client, or sell any item which could be seen to be working in competition with us.

## **Collections at work**

Whilst we will not unreasonably object to small occasional collections for birthdays etc., you must first obtain permission from your Line Manager before arranging any collection to enable us to ensure that the nature of the collection and the number and frequency of collections does not become a burden to any employees. We will not normally allow service users or their family members to be approached to add to any collection.

## **Employee's Property**

We request that you do not bring any of your own unnecessary personal property with you during working hours. Any personal property that you do bring with you is your own responsibility and the Company will not accept any liability for any loss or damage that is caused to your personal property.

## **Losses or damages**

Whilst we understand that accidents do happen, we expect that you should take all reasonable care with all the Company's, service users' or their family members', or any third party's property. Therefore, If we suffer any loss or damage to any property or stock or equipment which is due to your failure to follow our rules or procedures, or your deliberate vandalism, or unreasonable carelessness or neglect, then we will deduct the cost of repair or replacement of any item from any pay, holiday pay, sickness payment or any other monies owed to you by the Company.

If we suffer any loss, fine or cost due to your actions and failure to follow our rules, procedures or legal requirements, or your carelessness or neglect, then we will deduct the cost of the loss or fine from any money owed to you by the Company.

## **General behaviour and standards**

An efficiently run business is our aim and we expect you to help us achieve this goal. You play an important role in ensuring that we operate in a cost-effective and efficient manner. In particular, we expect that you handle all stock and property etc. with care to minimise any loss or damage. You should always try not to waste energy by leaving any unnecessary lighting, heating or equipment turned on when not in use and that, if your job role is quiet or you have a downturn in work, you help other colleagues as appropriate. If there is no work of your own available for you to complete, then you should contact your Line Manager who will delegate work as appropriate.

Under no circumstances should you take any action which may compromise the health or safety of yourself or others.

## **Conduct outside of work or whilst on company business**

Whilst we do not wish to impede on your personal life, if your behaviour has a negative impact on the Company, you may be subject to the same disciplinary rules as if you were acting in working time and on working premises.

This can include such instances as company functions or events, training courses, conferences etc., or anywhere where you are known to be an employee or representative of the Company.

When attending any work related events it is important that the following guidelines are adhered to:



- Alcohol should only be consumed in moderation, regardless of who has paid for or supplied such;
- You must not use any illegal drugs;
- You should behave in an appropriate, mature and responsible manner at all times;
- You must not use any abusive or offensive language or display any offensive or abusive mannerisms or behaviours;
- You must not drive if you are or could reasonably be expected to be over the legal limit for alcohol. You should not consume any alcohol at all if you are to drive any company vehicle;
- You must comply with all Company rules and policies;
- You must not behave in any way which could bring the Company into disrepute;
- You must not make any personal negative comments regarding any service user; and
- You must not be involved in any violence or aggressive behaviour, whether physical or verbal.

If you are found to have behaved inappropriately, dependent upon the circumstances, you may be subject to summary dismissal for gross misconduct.

## Fines

We will not be held responsible for any fines incurred (e.g. parking, etc.,) whilst you are working for us.

## Private work

If you wish to carry out any private work in your own time, you must discuss the matter in advance with your Line Manager and gain written authorisation. Whilst we will not unreasonably forbid you from performing such work, we will need to ensure that you are not working in competition with us or performing work which the Company could reasonably have been expected to carry out.

If you are found to be working in competition with us or carrying out work which could have been performed by the Company, or carrying out your own private work during working time we will view this as Gross Misconduct and it could lead to your summary dismissal.

Carrying out any private work should not impact on your performance at work. If such work takes you over an average of 48 hours work a week (in total for both jobs) then you will be required to sign a 48 hour opt-out form.

## Accident reporting

Any accident or incident at work, no matter how small, should be detailed in the Accident Book, in accordance with the Company's guidelines. It is important that all accidents are recorded as the entries will be monitored by the Company so that we can take all necessary steps to ensure that all our employees and any visitors to our premises are as safe as possible from the risk of harm.

More serious accidents, and any accident to a visitor on our premises, should also be brought to the attention of your Line Manager as soon as possible.

## Smoking

Smoking, including the use of electronic cigarettes, is not allowed on our premises, service users premises or at any public entrance to our or the service users premises. Smoking is only allowed in the outside areas and only during your authorised break times. After smoking, you should ensure that you wash your hands and take whatever steps are reasonable to ensure that you do not return to your workplace smelling of smoke. Your failure to comply with these rules may result in disciplinary action.



## Emergency evacuation procedures

You should make yourself aware of the procedures to be followed should it be necessary to evacuate any work related premises in an emergency, (e.g. a Fire Alarm sounded).

## Right of search

We aim to build and maintain a relationship characterised by mutual trust and respect. Whilst the vast majority of employees are trustworthy, there may occasionally be employees who do not maintain the same high standard of integrity. It is important that these employees are correctly identified in order to preserve the relationship that the Company enjoys with trustworthy employees.

We have a contractual right to carry out searches of employees in the workplace both to identify any wrongdoing and also to protect the integrity of innocent persons.

All searches will be carried out with regard to the Company's policies on Equal Opportunities and Bullying and Harassment.

Searches will be carried out in private and we will always try to ensure that the search is carried out by a member of the same sex as the employee being searched, or that the person carrying out the search is accompanied by a member of the same sex to witness the search.

All searches will be witnessed by a senior member of staff and, you have the right to be accompanied by a colleague of your own choosing who is on site at the time of the search.

We may, for example, ask you to empty your pockets, bag, drawers or cabinets and to remove your coat, jacket, shoes or other outer clothing. If you have a vehicle parked on our premises, then we may ask you to open your car boot and doors to allow us to view the contents.

At no time will the person conducting the search touch you or your property. A written record will be made of each search, including:

- a. The time and date of the search;
- b. The reason for the search;
- c. Names of those present; and
- d. The outcome of the search.

This record will be signed by all parties present.

Failure to consent to a search without reasonable justification may be treated as a breach of contract and could lead to disciplinary action, which, dependent upon the circumstances could result in your dismissal.



## CCTV

Cameras are installed on our premises primarily for ensuring the safety of staff and customers and also for the purpose of detecting and preventing crime.

### Limits on use of CCTV

CCTV cameras will not be operated in toilets, private offices or changing rooms, unless this is necessary to gather information which could not reasonably be gathered by any other means. CCTV will be used in this way only where it is a proportionate means of achieving the aim in the circumstances.

Covert CCTV will only ever be set up for the investigation or detection of crime or serious misconduct. The use of covert CCTV will be justified only in circumstances where the investigator has a reasonable suspicion that the crime or serious misconduct is taking place and where CCTV use is likely to be a proportionate means of securing evidence.

### Evidence from CCTV footage in disciplinary meetings

CCTV evidence may be used against you in disciplinary proceedings and if so, you will be given a chance to see and respond to the images in these circumstances.

### Storage of CCTV footage

Images from CCTV footage will be securely stored and only authorised personnel will have access to them. The images will be retained only long enough for an incident to come to light and any investigation to be conducted.

## Confidentiality

Any information that has been acquired by you regarding our business, our clients or customers, suppliers, associated companies, or any other persons or bodies with whom we have dealings of any sort (and which has not been made public by us or with our express authority) shall be treated as confidential information. You must not disclose any such information either during your employment with us or after termination of employment without our prior written consent (except as required by law).

You should take all steps to safeguard any such information. This includes all documentary information held on any medium. Upon termination of employment, or at any other time when so requested, any information which you hold in written form or stored on any kind of storage device, must be returned to us.

Care must be taken when discussing our business that you cannot be overheard (e.g. in corridors, on the telephone etc.).

Breaches of confidentiality will be dealt with using our disciplinary procedures and, dependent upon the circumstances, may be regarded as Gross Misconduct, which could lead to your summary dismissal.

## Health and Safety Statement

Our Company is committed to, and accept, our responsibilities for ensuring, so far as is reasonably practicable, the health, safety, welfare and wellbeing at work of all employees and to ensuring that the Health and Safety of visitors, contractors and the general public are not affected as a result of the activities of our Company. This is fully in keeping with the requirements of the Health and Safety at Work etc. Act 1974 (HASWA), and other relevant legislation.

We take safety seriously and we will set clear action plans to improve our performance. Everybody in the company must 'play their part' so if you see something that is unsafe, 'don't walk by', take appropriate



action. Remember that Health and Safety is not just the responsibility of management, but for everyone who works for the Company.

For further information, and more detailed advice and guidance on all Health and Safety matters, please ask your Line Manager to view a copy of the Business's Health and Safety Policy.



## EMAIL AND INTERNET POLICY

Email and internet usage are an important part of effective communication and information gathering within the workplace. They can be a fast and reliable method of communicating both internally and with outside bodies such as service users or their family members, suppliers etc., therefore can have obvious significant advantages to our business.

Email and internet usage is limited to legitimate business purposes only. Personal usage is not allowed whilst at work.

### Equipment and data security

If you are issued with any equipment such as a laptop, mobile phone with email or internet access, PDA, etc. You should take all reasonable steps to ensure the safekeeping of both the equipment and any data either stored, or displayed on any such device. If any such equipment is lost, damaged or stolen as a result of your negligence, we may deduct the cost, or partial cost, of the repair or replacement of any items, from any monies owing to you. We may also invoke the disciplinary process.

All data relating to our business, including that relating to any person in any way related to our business such as a customer or supplier etc. must not be stored on any equipment which does not belong to the Company. If you are found to have done so you will be liable to disciplinary action.

Care should also be taken to protect the data from being accessed or read by any unauthorised person. You should therefore ensure that your computer screen is switched off when away from your workstation. If you are accessing information from a mobile device then care should be taken to ensure it cannot be read by anyone around you (e.g. if sitting in a cafe or on the train etc.) The Data Protection code of practice should be adhered to at all times when dealing with sensitive personal data.

If passwords are issued, then you should not give your password to any other person, either within the organisation or external to it.

Our email and internet systems may only be used by persons authorised to do so. Unauthorised access may result in disciplinary action.

You must not modify any existing systems, programmes, information or data without permission from your Line Manager. When deleting any information, you should ensure that such a deletion could not have an adverse effect on the Company or expose us to any risk.

You are forbidden from downloading or installing any software from any source without express permission from your Line Manager. This includes using USB flash drives, PDA, mobile phone etc.

### E-mail usage

Email can be used both to contact and pass information to others both formally and informally.

Care should be taken to ensure the most appropriate method of communicating with each party is used. You should remember that any offer or contract etc. is just as binding when sent by email as by any other way. The Company's standard disclaimer should always be in evidence on emails sent by you.

Care should be taken when transmitting personal, sensitive or confidential information. If you are unsure you should check if the recipients email address is confidential and that they know the nature of the information being transmitted.



You should not breach any copyright or intellectual information when transmitting information.

You should not send any inappropriate material to any party which could be deemed to be offensive, abusive, obscene, discriminatory, harassing, defamatory or derogatory, whether or not the recipient indicates they would not object. If you receive any transmission which you deem to be offensive or upsetting, you should immediately notify your Line Manager.

Additionally, you should not:

- Use the system for personal use;
- Send or forward chain mail, junk mail, jokes, gossip etc.; or
- Use the system for trivial and unnecessary messages.

## Internet usage

When you visit websites, devices are often employed to enable the site owner to identify the source of the visit. It is therefore important that you only visit reputable sites which are necessary for the performance of your duties.

You must not visit any site or download any information which is illegal, immoral, offensive, abusive, obscene, discriminatory, harassing, defamatory or derogatory. If you have reason to believe any other employee is doing so, you should report your concerns to your Line Manager as soon as possible.

You should not attempt to access any information which you know is restricted and you are not authorised to view.

Personal use of our internet system is forbidden.

## Monitoring

The Company reserves the right to monitor all email and internet usage to ensure adherence to this policy regardless of whether the usage is during or outside of normal business hours. Subsequently any private usage should be authorised by your Line Manager. We will monitor the use of our email and internet system, including where appropriate opening and reading emails (in line with Data Protection legislation). It is therefore important that you do not send any personal emails, particularly of a sensitive or embarrassing nature.

We will monitor usage to ensure:

- The Company's policies, standards and guidelines are being followed;
- To provide evidence of transmissions and communication; and
- To ensure there is no unauthorised usage.

## Use of social media

You are forbidden from accessing social media for personal purposes whilst at work, whether on our computer equipment or your own (except for during authorised breaks). Social media is a type of interactive online media that allows parties to communicate instantly with each other or to share data in a public forum. This includes online social forums such as Twitter, Facebook and LinkedIn. Social media also covers blogs and video- and image-sharing websites such as YouTube and Flickr; however, this is not an exhaustive list.



We understand that many employees make use of social media in a personal capacity. While you are not acting on behalf of the Company, you must be aware that you can still damage the Company if you are recognised as being one of our employees.

Whilst you are allowed to say that you work for us, and sometimes want to discuss your work on social media you must not make any derogatory comments regarding our business, other employees, Management, our service users or their family members, suppliers, or any other person, business or other entity in any way connected to our business. This applies whether or not it is on our equipment or your own and if communicated in works time or your own time.

Your online profile username (for example, the name of a blog or a Twitter name) must not contain the business' name.

If you do discuss your work on social media (for example, giving opinions on their specialism or the sector in which the organisation operates), you must include on your profile a statement along the following lines: "The views I express here are mine alone and do not necessarily reflect the views of my employer".

Any communications that you make in a personal capacity through social media must not:

1. Bring the Company into disrepute, for example by:
  - criticising or arguing with service users or their family members, colleagues or rivals;
  - making defamatory comments about individuals or other organisations or groups; or
  - posting images that are inappropriate or links to inappropriate content.
2. Breach confidentiality, for example by:
  - revealing trade secrets or information owned by the Company;
  - giving away confidential information about an individual (such as a colleague or customer contact) or organisation (such as a rival business); or
  - discussing the Company's internal workings (such as deals that it is doing with a [customer/client] or its future business plans that have not been communicated to the public).
3. Breach copyright, for example by:
  - using someone else's images or written content without permission; or
  - failing to give acknowledgement where permission has been given to reproduce something.
4. Do anything that could be considered discriminatory against, or bullying or harassment of, any individual, for example by:
  - making offensive or derogatory comments relating to age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation, or perceived sexual orientation;
  - using social media to bully another individual (such as an employee of the Company); or
  - posting images that are discriminatory or offensive or links to such content.
4. Be of a nature which would cause us to lose faith in your integrity, or any of our service users or their family members to lose faith in the integrity of the Company.



To summarise:

You must not make any derogatory comments regarding our business, other employees, Management, our service users or their family members, suppliers, or any other person, business or other entity in any way connected to our business. This applies whether or not it is on our equipment or your own and if communicated in works time or your own time.

You should also take care to limit who has access to view your comments or photographs etc on such sites. Alternatively, if your behaviour is deemed to have brought the Company into disrepute, or caused any client, supplier, other business or any other entity connected to our business, to lose faith in the Company's integrity, you will be liable to disciplinary action, which dependent upon the circumstances, could lead to your summary dismissal.



## DATA PROTECTION POLICY

In the course of your work, you may come into contact with and use confidential personal information about people, such as names and addresses, information about customers' circumstances, families, and credit or debit card details. This policy helps you ensure that you do not breach the data protection Act 1998, which provides strict rules in this area. If you are in any doubt about what you may or may not do, seek advice from your Line Manager.

When taking payment from customers, either over the phone or face to face, you should ensure that no data obtained from them is left for any unauthorised person to view. This means that if you need to write down information for whatever reason, it should be kept securely in the manner that our Company prescribes, or it should be destroyed in a manner which ensures confidentiality. Such information should not be left in waste paper bins etc.

The organisation holds personal data about you. You have consented in your employment contract to the data being used as set out in the contract. If this data changes, you should let us know so that our records can be updated.

The data protection Act 1998 requires that eight data protection principles be followed in the handling of personal data. These are that personal data must:

- Be fairly and lawfully processed;
- Be processed for limited purposes and not in any manner incompatible with those purposes;
- Be adequate, relevant and not excessive;
- Be accurate;
- Not be kept for longer than is necessary;
- Be processed in accordance with individuals' rights;
- Be secure; and
- Not be transferred to countries without adequate protection.

If you access another employee's records without authority, or if you mistreat or fail to store customer's information securely and in accordance with company procedures, this will be treated as gross misconduct and could also be a criminal offence.

We need to maintain information about individuals in order to deliver our services. The purpose of this policy is to ensure that information received by the Company and its employees is processed in compliance with the data protection principles set out in the Data Protection Act 1998.

All employees are responsible for compliance with this policy and ensuring that personal information maintained by us is not disclosed orally or in writing or accidentally or otherwise to any unauthorised third party. Any deliberate breach of this policy by any employee may lead to disciplinary action being taken against them.



This Policy shall set out procedures which are to be followed when dealing with personal data. The procedures set out herein must be followed by the Company, its employees, contractors, agents, consultants, partners or other parties working on behalf of the Company.

The Company views the correct and lawful handling of personal data as key to its success and dealings with third parties and its employees. The Company shall ensure that it handles all personal data correctly and lawfully.

### Data Protection Principals

This Policy aims to ensure compliance with the Act. The Act sets out eight principles with which any party handling personal data must comply. All personal data:

- Must be processed fairly and lawfully
- Must be obtained only for specified and lawful purposes and shall not be processed in any manner which is incompatible with those purposes;
- Must be adequate, relevant and not excessive in relation to the purposes for which it is processed;
- Must be accurate and, where necessary, kept up-to-date;
- Must be kept for no longer than is necessary for the purpose(s) for which it is obtained;
- Must be processed in accordance with the rights of data subjects under the Act;
- Must be protected against unauthorised or unlawful processing, accidental loss, destruction or damage by the implementation of appropriate technical and organisational measures; and
- Must not be transferred to a country or territory outside of the European Economic Area unless that country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data.

### Personal Data

Personal data is defined by the Act as data which relates to a living individual who can be identified from that data or from that data and other information which is in the possession of, or is likely to come into the possession of, the data controller, and includes any expression of opinion about the individual and any indication of the intentions of the data controller or any other person in respect of the individual.

The Act also defines “sensitive personal data” as personal data relating to the racial or ethnic origin of the data subject; their political opinions; their religious (or similar) beliefs; trade union membership; their physical or mental health condition; their sexual life; the commission or alleged commission by them of any offence; or any proceedings for any offence committed or alleged to have been committed by them, the disposal of such proceedings or the sentence of any court in such proceedings.



## Employees' Personal Data

The Company only holds personal data which is directly relevant to its employees. That data will be held and processed in accordance with the data protection principles and with this Policy. The following are examples of data which may be collected, held and processed by the Company:

- Identification information relating to employees including, but not limited to, names and contact details;
- Equal opportunities monitoring information including age, gender, race, nationality and religion;
- Health records including details of sick leave, medical conditions, disabilities and prescribed medication;
- Employment records including, but not limited to, interview notes, curricula vitae, application forms, assessments, performance reviews and similar documents;
- Details of salaries including increases, bonuses, commission, overtime, benefits and expenses;
- Records of disciplinary matters including reports and warnings, both formal and informal;
- Details of grievances including documentary evidence, notes from interviews, procedures and outcomes.

## Other persons Personal Data

Information relating to individuals will be obtained for the delivery of services. This could include confidential information such as names, addresses, personal circumstances, credit or debit card details, bank details etc.

Care must be taken to ensure that the information being obtained is adequate, relevant and not excessive for the purpose it is intended to be used for. The information must not be processed or stored in any manner incompatible with that purpose.

The information must be kept safe from unauthorised access, accidental loss or destruction, and will not be maintained for longer than is necessary.

## Access to Data

Volunteers, employees and other individuals that the Company holds information about have the right to access any personal data maintained about them electronically or in paper files.

The application must be made in writing before the application is processed.

Upon receipt of a Subject Access Request the Company shall have a maximum period of 40 days within which to respond.

## Unauthorised Access to Data



You should not access any personal or sensitive data unless you are authorised to do so. If you are found to have breached this rule, you will be liable for disciplinary action, which could, dependent upon the circumstances of the breach, lead to your summary dismissal.

#### Security of Data

If you are authorised to process any personal or sensitive data you should take all relevant precautions to ensure that no data is left for any unauthorised person to view. If you need to take details of any such information, e.g. bank or credit/debit card details, names and addresses of individuals etc. then this must not be disposed of in litter bins etc. or left on desk tops. It should be stored in a safe and secure manner and disposed of in a manner which ensures confidentiality. Failure to do so could mean you will be liable for disciplinary action, which could, dependent upon the circumstances of the breach, lead to your summary dismissal

#### General Data Protection Regulations

As an employer it is our responsibility to ensure that any documentation we hold is relevant, accurate and where necessary up to date. As an employee you have the right, upon written request, to be informed of what personal data is being processed, we are not obliged to supply this information unless you make a written request, we will respond to any request within one month of receipt.

In addition to the details contained within your individual Statement of Particulars, you will also have the right to be informed of the source of the data (if not received direct from yourself) and to whom it may be disclosed. However, your data will only be used to comply with the contract of employment (i.e. to process your pay) or to comply with legal obligations imposed by outside bodies i.e. the Police. Your data will not be used outside of the European Economic Area (EEA).

You have the right to make a request for your personal data to be erased or amended, such requests should be made in writing to your Line Manager and must include the reason for your belief that the data is either incorrect or being held unlawfully.

We reserve the right to keep your data on file for up to six years.



# EQUAL OPPORTUNITIES AND VALUING DIVERSITY

## Introduction

We are committed to Equal Opportunities for all individuals or groups, whilst also, being committed to promoting a positive attitude towards diversity within the Company. We aim to ensure that all employees have the opportunity to maximise their potential and enhance their self-development and their contribution to the Company.

The aim of the Company is to embrace the differences that various cultures bring into the Company and we also recognise that people from different backgrounds can bring fresh ideas and perceptions, which ultimately can improve our products and services, and our working environment. Managing diversity successfully will help the Company to nurture creativity and innovation, thereby allowing us to tap hidden capacity for growth and improved competitiveness.

Valuing diversity is an effective way of dealing with equal opportunities issues. It emphasises the business and personal benefits that accrue from valuing the differences between people, rather than just complying with the law. We believe that organisations that grasp the additional business opportunities generated by managing diversity effectively are far more likely to enjoy a sustained competitive advantage than those who do not.

The aim of this non contractual policy is to ensure that every member of staff feels valued at work and is not discriminated against, harassed or bullied, or made to feel under threat or intimidated, either directly, by association or indirectly, on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation, or perceived sexual orientation.

We recognise our duty of care to all members of staff and are committed to treating every individual equally in line with this policy and the Equality and Human Rights Commission Code of Practice.

Where necessary, the company will consider reasonable adjustments to ensure that any individual with a disability is not at a disadvantage. In all relevant cases the company will consult with the individual and the decision whether or not to make reasonable adjustments will take into account all relevant factors, including, where necessary, referrals to outside organisations.

## Recruitment and selection

We will uphold equal opportunities for all during our recruitment process. Candidates will be recruited solely on their own merits and their ability to carry out the job role. Interview questions and selection processes will be relevant to the job and will not be of a discriminatory nature.

Recruitment and selection will be made by matching the best person to the job role.

We will aim to take steps to ensure that knowledge of vacancies reaches a wide labour market and, where relevant, groups under-represented in the Company. Where appropriate, use may be made of lawful exemptions to recruit suitably-qualified people to cater for the special needs of particular groups.

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



## Training and promotion

Any opportunities for training within the Company will normally be made known to all employees.

Selection for training will be made in line with this policy and will be made solely on the merits of the particular situation.

Vacancies will be advertised internally and individuals given the opportunity to apply for any posts. Selection for interview will be in line with the recruitment and selection details above.

## Monitoring

We aim to monitor all applications from both internal and external candidates with a view to ensuring the effectiveness of our procedures. Such monitoring will not be used as part of the selection criteria for selection of new staff or for selection of existing staff for training or promotion opportunities, or any other decision related to your employment with us. All information gathered is stored separate from your personnel file and application forms.



# HARASSMENT AND BULLYING POLICY

## Introduction

It is important that individuals work together in a professional manner and with mutual respect for each other. Everyone has the right to dignity at work and individuals should be aware of the results their actions or comments may have on others, both within the Company and outside.

We are committed to encouraging and maintaining good employee relations and a working environment in which every member of staff feels safe and can work effectively.

We will not tolerate any form of harassment or bullying towards any of our staff, or by any of our staff, and will take any accusation of such behaviour seriously. If we receive a complaint, or become aware of any harassment or bullying we will take all relevant steps to stop such behaviour and take whatever action is appropriate against the perpetrator.

You should be aware that in some cases, such behaviour may be a criminal offence and the perpetrator could be arrested and charged by the police.

## Statement of policy

This policy applies to all staff working within the Company and to all employees working off the premises. It extends to include non-permanent workers such as secondees, contractors, agency, temporary staff, consultants and any other workers. The policy, in addition, covers the behaviour of staff outside working hours which may impact upon work or working relationships.

You are responsible for your own behaviour and for ensuring that your conduct is in accordance with the principles set out in this policy. You should also report any instance of bullying or harassment which you witness or which comes to your attention.

No employee will be victimised or suffer detriment for making a complaint of harassment or bullying.

## What is harassment and what is bullying?

### Harassment

Harassment may be defined as any conduct which is unwanted and uninvited and has the result of causing the recipient to feel humiliated or distressed or upset in any other way. It can be conduct of a verbal, non-verbal or physical nature. Harassment has the effect of violating a person's dignity or creating an intimidating, hostile or degrading atmosphere.

Harassment may be an isolated occurrence or repetitive. It may occur against one or more individuals.

### Bullying

Bullying means offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power intended to undermine, humiliate, denigrate or injure a colleague.

Bullying does not include legitimate and constructive criticism of performance or behaviour, an occasionally raised voice, or an argument. Examples of bullying include ridiculing or demeaning others, particularly junior colleagues, overbearing supervision and unjustifiably excluding colleagues from meetings/communications.



Examples of harassment or bullying could include:

- Physical abusive or threatening behaviour;
- Humiliating an individual;
- Picking on one person when there is a common problem;
- Shouting at an individual to get things done;
- Consistently undermining someone and their ability to do the job;
- Setting unachievable targets or excessive workloads;
- Overbearing and intimidating levels of supervision;
- Insensitive jokes, banter or pranks;
- Unwanted physical contact or standing too close to someone;
- Malicious gossip, jokes and banter, offensive language;
- Offensive literature or pictures, graffiti and computer imagery;
- Excluding individuals from conversations or activities, non-co-operation; and
- 'Horseplay' – including touching, pushing, pinching, name-calling, mocking, belittling etc.

Harassment and Bullying is any behaviour that is unwanted or uninvited by the person to whom it is directed. It is the effect that the behaviour has on the recipient rather than the intent of the perpetrator which is the measure of whether or not bullying or harassment has occurred. It is totally unacceptable and we will always treat complaints of bullying and harassment seriously.

## How to make a complaint

Very often people are not aware that their behaviour is unwelcome or misunderstood and an informal discussion can sometimes solve the problem. However, if you feel you are being bullied or harassed, we realise that the situation may be sensitive and may make you feel vulnerable or in fear of reprisal and therefore, may make it difficult for you to raise a complaint. Subsequently, we suggest you consider discussing matters informally with your Line Manager, in confidence, who will then be able to support you when pursuing the matter. If you feel able to do so, you should then raise the matter informally with the perpetrator, with your Line Manager to support you.

If this does not solve the problem, or if the matter is more serious, (or if you do not feel able to do so,) you should report the matter to your Line Manager as a formal complaint. You will then be required to put the complaint in writing.

## Formal complaint

We endeavour to manage complaints in a timely and confidential manner via an investigation to establish full details of what happened. Your name and the name of the alleged harasser will not be divulged other than on a "need to know" basis to those individuals involved in the investigation. At the outset, someone with no prior involvement in the complaint will be appointed. The investigation will be impartial and objective, and will be carried out with sensitivity and with due respect for the rights of all parties concerned.

Consideration will be given to whether the alleged harasser or bully should be redeployed temporarily, or suspended on contractual pay or whether reporting lines or other managerial arrangements should be altered pending the outcome of the investigation.

As part of the investigation, the person will meet with you to hear your account of the events leading to your complaint. You have the right to be accompanied by a colleague of your choice. The investigating officer will also meet with the alleged harasser or bully who may also be accompanied by a colleague. It may also be necessary to interview witnesses to any of the incidents mentioned in your complaint. Where it is necessary to interview witnesses, the importance of confidentiality will be emphasised to them.



At the conclusion of the investigation, the outcome of the findings will be notified to both you and the alleged harasser usually within two weeks of your complaint first being reported.

If the conclusion is that harassment or bullying has occurred, prompt action will be taken to stop the harassment or bullying immediately and prevent its recurrence.

The findings will be dealt with under the disciplinary procedure. Consideration will be given to whether the harasser or bully should be dismissed and, if not, whether he or she should remain in his or her current post or be transferred. Even where a complaint is not upheld, (for example, where evidence is inconclusive), consideration will be given to how the on-going working relationship between you and the alleged harasser or bully should be managed. This may involve, for example, arranging some form of mediation or counselling or a change in the duties or reporting lines of either party.

Should the investigation show that there may be a case to answer the Company's disciplinary procedure will be invoked against the alleged perpetrator.

### **Confidentiality**

At all times throughout the process and after, all parties involved, including the alleged perpetrator, the victim, your Line Manager, and any witnesses will need to give due consideration to confidentiality. As such, all parties will be reminded that they should not breach confidentiality and should not discuss the matter with anyone outside of the procedure.

Details of the investigation and any subsequent disciplinary procedure which may take place, will be kept on the employees personnel file.

### **Untrue claims**

Whilst we will support all parties during and after a thorough and objective investigation into the allegation as appropriate, if through the course of the investigation and subsequent disciplinary meetings evidence demonstrates that the allegation has been made maliciously, or for personal gain, then the individual making the complaint will be subject to Disciplinary proceedings as outlined in the Company's Disciplinary Policy.

### **Appeals**

If you are not satisfied with the outcome of the investigation, you have the right to appeal the decision within 7 calendar days of being notified of the outcome. You should submit your full written grounds of appeal to the Directors. The person hearing your appeal will meet with you to discuss your appeal. You may be accompanied by a colleague or Trade Union Official. You will normally be notified of the outcome of the appeal within fourteen days of this meeting. This is the final stage of the formal procedure.



# WHISTLE BLOWING POLICY

## Introduction

We have both a grievance procedure and a bullying and harassment procedure in place to enable you to lodge a grievance relating to your own employment.

The whistle-blowing policy is intended to cover other serious concerns which fall with the Public Interest Disclosure Act 1998. We are committed to running our business with honesty and integrity and within the restraints of the law. As such whilst legislation protects you from suffering a detriment at work if you take a matter to a relevant outside body, we would hope that you would feel able to bring any concerns you may have to the attention of your Line Managers with confidence that any such concern would be dealt with appropriately and swiftly and without any fear of reprisal, even if your belief of wrongdoing turns out to be unfounded as the result of a thorough investigation.

Whistle Blowing is the everyday term used to describe a disclosure made to someone in authority alleging corruption, malpractice or wrongdoing on the part of another person. In employment whistle blowing refers to an employee (“whistle blower”) making a disclosure about a colleagues conduct in the course of employment, or about employer’s practices

## The Legal Position

Employees and workers who make a ‘protected disclosure’ are protected from being treated badly or being dismissed as a result of making the disclosure. The Act offers protection to any person who makes a disclosure relating to the following serious offences:-

- criminal offences;
- risks to health and safety;
- failure to comply with a legal obligation;
- a miscarriage of justice;
- environmental damage; or
- abuse of a service user.

For a disclosure to be protected it must be made to an appropriate body. For example, disclosing a health and safety issue to the Health and Safety Executive is likely to be protected, but not if the concern was disclosed to the media. The raising of a concern will be covered by this policy provided you have a reasonable belief that the disclosure is made in the public interest.

## Procedure

We are committed to the highest possible standards of operation. In line with that commitment we encourage you to consider raising the matter with your Line Managers before taking the matter to an outside body. We will take all such concerns seriously and any individual raising legitimate concerns under this policy will not be subjected to any detriment either during or after employment. All such concerns raised will be thoroughly investigated and appropriate action taken accordingly.



## Safeguarding Complaints

We recognise that the decision to report a concern can be a difficult one to make and we will support you during the process. We will not tolerate any harassment or victimisation (including informal pressures) and will take appropriate action to protect you when you raise a concern to us in good faith.

Every effort will be made to keep the identity of the whistle blower who makes a disclosure under this policy confidential, at least until a formal investigation is under way. In order to ensure that a fair investigation can take place the whistle blower will also be expected to keep the fact that they have raised a concern, the nature of the concern and the identity of those involved confidential.

It may be that during an investigation, disciplinary or legal proceedings that the company no longer maintains the whistle blower's confidentiality. If that does occur then the company will endeavour to notify the whistle blower in advance.

## Untrue Allegations

If you make an allegation, but it is not confirmed by the investigation, no action will be taken against you. If, however, you make an allegation maliciously, vexatious, or for personal gain, disciplinary action may be taken against you and, dependent upon the circumstances, this may be treated as Gross Misconduct.



# DISCIPLINARY PROCEDURES

## Introduction

We have developed our disciplinary procedures in order to provide clear and transparent structures for dealing with difficulties which may arise as part of the working relationship and to ensure that such difficulties are dealt with in a fair and equitable manner.

We would hope to informally resolve potential disciplinary issues. However, where an issue cannot be resolved informally, then there is often no option other than to follow a formal process. This policy sets out the basic requirements of fairness that will be applicable in most cases.

We regard disciplinary action as a corrective measure to foster an improvement in the conduct or attitude of the employee concerned and not as a punishment. Disciplinary procedures are necessary to let all of our employees know what is expected of them in terms of standards of performance or conduct (and the likely consequences of continued failure to meet these standards) and to enable management and employees to determine suitable goals and timescales for improvement in an individual's performance or conduct. The following procedures do not form part of your contract of employment.

## The process

There will normally be a full investigation of the facts before a decision to take any disciplinary action is invoked. Dependent upon the circumstances, we may hold an independent investigation meeting to determine if a formal disciplinary hearing is necessary. At all stages of the process, we will ensure that matters are kept confidential and expect you to do the same.

If we feel that it is necessary to take disciplinary action, we will notify you in writing of our concerns. Where relevant, we will supply you with details of any evidence we will be using in the disciplinary hearing. You will be given a reasonable amount of notice to attend the meeting and to arrange for another member of staff or a Trade Union Official to accompany you.

If we regard an offence as potential Gross Misconduct, we may suspend you on your normal contractual pay for the duration of the process. This period will be kept as short as is reasonably practical to investigate the matter, hold any necessary disciplinary hearing and consider the outcome.

At the meeting, we will outline our concerns and you will be given ample opportunity to explain your version of the situation and also to bring any supporting evidence to our attention. You may also ask witnesses to deliver their version of events to support you if you so wish. We will listen to what you say and will consider all points you put forward before reaching a decision on whether any disciplinary sanction is to be imposed. No decision will be made regarding any disciplinary action before we have had time to consider the discussion and any evidence produced at the meeting.

## Outcome of the meeting/s

After the meeting has concluded we will take time to consider all the evidence, and we will take one of the options listed below:

### 1. No Action

If we feel that there is no case to answer, or there is insufficient evidence to support any action, or if we feel that you were genuinely unclear about what was expected from you and you agree to take remedial action, we may decide it is appropriate to take no further action.



## 2. **Warning**

If we feel that you have not presented a valid reason or supporting evidence for the misconduct, we will issue you with a formal warning. Dependent upon the circumstances, this could either be a formal verbal warning, a written warning, or a final written warning. Except for cases of Gross Misconduct or a short period of service, we will not normally proceed to dismissal for a first offence.

## 3. **Dismissal**

If you are in receipt of prior warnings, we may decide to terminate your employment with us, giving you your contractual notice. If your misconduct is determined to be Gross Misconduct, then you will be summarily dismissed, (without any notice or pay in lieu of notice), irrelevant of whether or not you have had any previous warnings.

## 4. **Demotion**

If you are in a supervisory or managerial position, we may decide to demote you, except in the case of Gross Misconduct.

## Notification of outcome of the disciplinary meeting

We will notify you, in writing, as soon as we have considered the evidence and have reached a decision. The timescale will depend upon the complexity of the situation however, this will normally be no more than 7 calendar days after the meeting has taken place, unless there is good reason why this cannot be so. The letter will outline our reasons for the decision made and, where disciplinary action is taken, the level or nature of the sanction imposed. It will also name the person to whom you should address an appeal to should you wish to do so.

## Right of appeal

You have the right to appeal against any decision made. If you wish to do so, you should state your reasons in writing to the person named in the disciplinary decision letter, within 7 calendar days of the date on the letter. The person hearing your appeal will meet with you to discuss your appeal, normally within 14 calendar days. You may again be accompanied by a colleague or Trade Union Official at this stage of the process. You will be notified of the outcome of the appeal normally within 14 calendar days of this meeting. This is the final stage of the formal procedure.

## Right to be accompanied

You have the right to be accompanied by a fellow employee of your choice, or by a Trade Union Official at all stages of the formal disciplinary procedures and at any subsequent appeal meetings.

It is your responsibility to arrange for the appropriate person of your choice to be informed of the matter and the dates of the hearing/s. If you wish a member of staff to accompany you, then either yourself or the person concerned, should notify us as early as possible, so that we can ensure that they can be released from their duties at the appropriate times.

We wholeheartedly support the right to be accompanied and any person who agrees to accompany a member of staff at any disciplinary or appeal hearing, will not be subject to any form of detriment as a result of doing so.

## Record-keeping

We will take notes of all meetings held and these, along with any supporting evidence used in the investigation and meetings will be held on your personnel file. Details of any disciplinary action taken will also be kept.



## Administration of disciplinary warnings

Warnings will normally be issued in line with the following guidelines, however this is not prescriptive. When deciding the level of action to be taken, we will take account of any mitigating factors, including your length of service and may vary the process or the administration of warnings accordingly. Dependent upon your length of service, you may be dismissed without any previous warnings.

Other than in cases of Gross Misconduct, we may choose to demote you or suspend you for up to five working days without pay as an alternative to dismissal.

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

## Examples of unsatisfactory conduct and misconduct

- Failure to comply with our health and safety rules;
- Smoking outside of designated areas and/or outside of your authorised break times;
- Unacceptable levels of absenteeism or lateness;
- Failure to follow our absence reporting procedures;
- Unsatisfactory work performance;
- Failure to carry out reasonable management instructions;
- Failure to comply with Company rules, procedures and guidelines;
- Use of objectionable or insulting language or behaviour;
- Failure to report any damage to our property or premises caused by you or witnessed by you;
- Breach of our email and internet policy, including personal use;
- Deliberate misuse or neglect of Company property or vandalism;
- Excessive use of the Company's telephone for personal calls without prior authority;
- Negligence in the performance of your duties; and
- Leaving your place of work without authorisation.



## Serious misconduct

Dependent upon the circumstances, any of the above examples could be deemed to be Serious Misconduct and as such, if a disciplinary sanction is imposed this could be a final written warning even though no other warnings have been given.

## Examples of Gross Misconduct

- Theft or fraud;
- Physical violence or bullying;
- Threatening behaviour or language;
- Deliberate damage to property;
- Consumption of alcohol on the premises, or attending work whilst still under the influence of alcohol consumed outside of your working hours;
- Attending work under the influence of illegal drugs, being in possession of illegal drugs, or supplying illegal drugs whilst at work or during working hours;
- Any action, or breach of health and safety rules which does, or could be expected to, endanger the health or safety of yourself or any other person;
- Acceptance or administration of gifts or hospitality etc without prior permission from the Company;
- Acting in any capacity to assist a Service user in the preparation of their will, or agreeing to be an executor of any Service users will;
- Bribing or attempting to bribe another individual, or personally taking or knowingly allowing another person to take a bribe;
- Any act or omission which could cause the reputation or integrity of the Company to be compromised or bring the Company into disrepute;
- Discriminatory behaviour;
- Deliberate fraudulent or false claims of bullying, harassment or victimisation;
- Accessing internet sites or downloading information from such sites, which contains offensive, illegal, obscene or pornographic material;
- Knowingly perpetrating or taking part in acts of discrimination or harassment;
- Providing false information re your right to work in the UK;
- Knowingly providing false or incorrect information either prior to or during your employment re:
  - Qualifications
  - Date of birth
  - Previous posts held
  - Previous experience in the same role;
- Details regarding your criminal record about which you are required to notify to us by legislation;
- Any act/s omission/s or commission/s that constitutes neglect or abuse of a service user;
- Failure to report any act/s omission/s or commission/s that constitutes neglect or abuse of a service user;
- Sleeping on duty and/or on the Company's or any work related premises;
- Disclosure of confidential information to unauthorised persons;
- Conviction of a criminal offence (including police cautions) which indicate unsuitability for your role;
- Failure to declare being arrested, investigated or charged with any offence (including motoring offences) prior to or during your employment;
- Disclosure of any information on a Disclosure and Barring Certificate to any person who is not authorised to see such information;
- Failure to take all necessary steps to ensure that the storage, use and disposal of any information received on a Disclosure and Barring Certificate is done according to the Company's rules and standards;



- Negligent or deliberate failure to follow the Company’s rules regarding the storage and administration of medicines;
- Administering or supplying medication to any Service user without relevant training and authorisation from the Company;
- Working in direct competition;

**NB:** the above lists are neither exhaustive nor prescriptive in the level of disciplinary sanction which may be imposed. You may be disciplined for any other reason which is considered misconduct or unsatisfactory conduct.

When considering the level of disciplinary action to be taken against individuals, we will take into account both the severity of the offence, the impact on the Company or other individuals and any mitigating circumstances.

Therefore, the above categories are guidelines only and a higher or lower level of disciplinary action may be imposed, dependent upon the circumstances.

### Validity period of warnings

We will keep a record of warnings issued and appeal details in your personnel file. Whilst such information will normally be kept in your personnel file permanently, it will normally be disregarded for further disciplinary purposes in line with the following:

- Verbal warning – after a period of 3 months
- Written warning – after a period of 6 months
- Final warning – after a period of 12 months

### Authority to take disciplinary action

The following persons are authorised to take disciplinary action. This does not restrict another member of staff, or other appropriate nominated person to take such action.

DISCIPLINARY SANCTION	Person/s authorised to take disciplinary action in the case of: ALL STAFF
Formal verbal warning	Your Line Manager / RI
Written warning	Your Line Manager / RI
Final written warning	Your Line Manager / RI
Dismissal	Your Line Manager / RI
Demotion	Your Line Manager / RI



## Appeal process

If you feel you have been treated unfairly in the disciplinary process, or that the sanction imposed was too heavy or unfairly administered, you have the right of appeal.

You should write to the person detailed in the outcome letter, within 7 calendar days of the date of the letter, outlining the grounds for your appeal.

We will then arrange to hear your appeal, normally no more than 14 calendar days after receipt of your letter of appeal.

In interests of fairness, your appeal will normally be held by a different person than the one who held the disciplinary hearing.

We will notify you in writing of the decision, normally within 14 calendar days of the hearing.

## Short Service

We reserve the right to take into consideration your length of service. If you have short service, you may not be in receipt of any warnings prior to dismissal.



# CAPABILITY PROCEDURES

## Introduction

During your employment with us, there may come a time when, through no fault of your own, you become incapable of carrying out your duties fully or in a timely fashion.

This could be for many reasons, such as:

- Changes within the Company which affect your job;
- New equipment or tools etc.; or
- Health Issues

If such a situation arises, we aim to support and help you to overcome any difficulties which prevent you from performing in your job role. With this in mind, we have developed these non-contractual procedures to ensure fairness and sensitivity when dealing with such issues.

## Stage 1

If we have concerns about the level of your performance at work, we will meet with you to discuss our concerns. You will be encouraged to be open and honest with us if there are any circumstances which are affecting your performance.

At this meeting, we will advise you what standards are expected and also agree with you any help and appropriate timescales which you may need to achieve those standards. The help and any timescales set will obviously be relevant and appropriate to your situation but could include things such as training or re-training, reasonable adjustments, transfer to another more suitable job role, coaching etc. It may also be appropriate for us to ask you for access to your medical records to allow us to facilitate any relevant help or reasonable adjustments to enable you to work effectively. Whilst you do not have to comply with this request, we would ask that you co-operate if the need arises.

## Stage 2

### **1. Incapability Due to Health Issues**

If your inability to perform your job effectively is due to an on-going health issue, it may be advisable for us to obtain input from the medical profession to aid us in helping you. As such, we may ask for permission to contact your GP or any other person in the medical profession who has knowledge of your illness or condition (e.g. a consultant or other specialist etc.).

Our aim of seeking such information is to help us to consider if any, reasonable adjustments would be appropriate for your situation and also for us to consider any other advice the medical professional could give to help us to protect your employment with us. However, if upon receipt of such medical information, it is apparent that you are unable to continue in our employment, we may have no alternative, than to terminate your employment with us.

### **2. Incapability due to Non-Health Issues**

If your performance does not improve to the required standards set within the prescribed timescales, you will be invited, in writing, to a second meeting to discuss your performance. If no acceptable improvement has been made, you may be issued with a written warning. If an acceptable improvement has been made, we will not issue any warnings at this stage, but will continue to monitor your performance.



You will again be notified of what improvements are expected from you and a third meeting will be arranged to review your progress. If, at this further meeting, your performance is still unacceptable, you may be issued with a final written warning. If an acceptable improvement has been made, we will not issue any further formal warning, but will continue to monitor your performance.

You will again be notified of the improvements needed and a fourth meeting will be arranged to review your progress. If at this meeting there has not been an acceptable improvement in your performance, we may take the decision to terminate your employment. If there has been continued or further improvement, we will decide whether further reviews of your performance are necessary.

### **Monitoring and support**

At all times throughout this procedure, we will monitor your performance and consider relevant support to help you to reach the required levels.

### **Appeal process**

If the decision is taken to issue any formal warnings or to terminate your employment, you will have the right to appeal against such a decision. You should write to the person detailed in the outcome letter, within 7 calendar days of the date of the letter, outlining the grounds for your appeal.

We will then arrange to hear your appeal, normally no more than 14 calendar days after receipt of your letter of appeal.

In interests of fairness, your appeal will normally be held by a different person than the one who held the meeting at which the decision was taken to terminate your employment.

After full consideration of the matter, you will be informed, in writing of the decision as soon as is reasonably practical and normally within 14 calendar days of the meeting.

### **Right to be accompanied**

You have the right to be accompanied by a fellow employee of your choice or by a Trade Union Official at all stages of the capability procedure and at any subsequent appeal meeting.

It is your responsibility to arrange for the appropriate person of your choice to be informed of the matter and the dates of the hearing/s. If you wish a member of staff to accompany you, then either yourself or the person concerned, should notify us as early as possible, so that we can ensure that they can be released from their duties at the appropriate times.

We wholeheartedly support the right to be accompanied and any person who agrees to accompany a member of staff at any capability or appeal hearing will not be subject to any form of detriment as a result of doing so.

### **Record-keeping**

We will take notes of all meetings held and these, along with any supporting evidence used will be held on your personnel file. Details of any action taken will also be kept.

### **Short Service**

We reserve the right to take into consideration your length of service. If you have short service, you may not be in receipt of any warnings prior to dismissal.



# GRIEVANCE PROCEDURE

## Introduction

From time to time you may feel unhappy with something at work. We feel that it is important that there is a clear and transparent procedure for such concerns or complaints to be dealt with both effectively and in a manner whereby employees feel comfortable to raise such issues.

It is usually in the best interest of both employers and employees to deal with any issues at an early stage to stop small issues growing into more complex or serious ones. The following procedures are non-contractual.

## Informal procedure

If you feel able to raise any issues informally with the perpetrator or your Line Manager then such discussions can frequently solve issues quickly and effectively. However, if the matter is more serious, or the informal route has not solved the situation, or you do not feel it is appropriate to raise the matter informally, you should make a formal representation under this procedure.

If you are being harassed or bullied, this procedure is not normally the best way to raise such a matter and you should use the procedures outlined in our Bullying and Harassment Policy as this will be a more appropriate route to solving the problem.

## Formal procedure

If you wish to raise a formal grievance, it is advisable that you put the matter in writing from the outset. You should give as much detail as possible of the nature of your complaint. The written complaint should be given to your Line Manager.

A meeting will be arranged with you as soon as possible to hear your grievance. It may be necessary to suspend the meeting to gather further evidence, or to initiate a full investigation of the facts. We will aim to resolve the issue as quickly as possible and will not suspend the meeting unnecessarily.

At the end of the meeting, and after any necessary re-investigation etc. we will consider all the evidence gathered. We will notify you, in writing, of our assessment and what, if any, action we intend to take to resolve the situation. The letter will outline who your appeal should be directed to if you wish to do so. We aim to notify you of the decision as soon as is reasonably practical.

## Appeal

If you are unhappy with the outcome of the meeting and any proposed action, then you have the right of appeal. You should write to the person detailed in the outcome letter, within 7 calendar days of the date of the letter; outlining the grounds for your appeal.

Should you appeal our decision we will then arrange to hear your appeal, normally within no more than 14 calendar days after receipt of your letter of appeal.

In interests of fairness, your appeal will normally be held by a different person than the one who held the initial grievance meeting.

After full consideration of the matter, you will be informed, in writing of the decision as soon as is reasonably practical and normally no longer than 14 days after the meeting has been held.



### Right to be accompanied

You have the right to be accompanied by a fellow employee of your choice, or by a Trade Union Official at all stages of the formal grievance procedure and at any subsequent appeal meetings.

It is your responsibility to arrange for the appropriate accompanying person of your choice to be informed of the matter and the dates of the hearing/s. If you wish a member of staff to accompany you, then either yourself or the person concerned, should notify us as early as possible, so that we can ensure that they can be released from their duties at the appropriate times.

We wholeheartedly support the right to be accompanied and any person who agrees to accompany a member of staff at any grievance or appeal hearing will not be subject to any form of detriment as a result of doing so.

### Record-keeping

If you choose to use the formal route to resolve your grievance, we will take notes of all meetings held and these, along with any supporting evidence used will be held on your personnel file. Details of any action taken will also be kept.



## DRIVING OUR VEHICLES

### Authority to drive

Before you are allowed to drive any of our vehicles, you must provide a copy of your full licence to us and any other relevant documentation. Photocopies will be taken and held in your employee file.

Throughout your employment with us, you may be asked to produce your licence on a regular basis and it is a condition of your employment that you do so when requested.

If your role requires you to drive in the course of your employment and you lose the right to hold this licence for whatever reason the Company will consider reasonable adjustments to your employment which may result in a change of job role, however the company also reserve the right to terminate employment if adjustments are not reasonable.

It is your responsibility to ensure that you do not allow anyone to drive who is not authorised to do so by the Company.

### Tax and insurance, etc.

The Company is responsible for ensuring that the vehicle has road tax, and insurance, however, you should check that the tax is valid. Otherwise if you are found to be driving an unlicensed or untaxed vehicle, you will be held accountable by the authorities.

### Maintenance and repairs

We will endeavour to ensure the vehicles are regularly serviced and have a valid MOT certificate. If you are aware that the vehicle has not been serviced or MOT's on time, you must immediately report the matter to your Line Manager and should not drive the vehicle until you have been assured that it is legal to do so.

Any mechanical problems with the vehicle must be reported to your Line Manager immediately.

It is the driver's responsibility to check tyre pressure of all tyres, oil and water levels on a regular basis and to ensure that the vehicle has adequate supplies at all times.

The vehicle must be cleaned internally and externally on a regular basis. It is the driver's responsibility to keep the vehicle clean.

### Use of the vehicle

The vehicle must not be used for private use. Please ensure no unauthorised persons are carried as passengers, at any time the vehicle is driven, as this would invalidate the insurance cover in the event of an incident or accident. If you are found to have done so, this may be regarded as Gross Misconduct and could lead to your summary dismissal.

The vehicle is to be used only in connection with official business. Any contravention will result in the cost of the fuel used for the journey/s being deducted from any monies owing to you and could render you liable to disciplinary proceedings.

### Excess insurance

If at any time an individual driver has an excessive claims record, and as a result of that the Company insurers impose an increased excess, the Company driver may have to bear the amount of this excess.



## Fuel

We will reimburse you for all fuel used on official Company business. Office based staff will not be reimbursed for travel to and from the office. You must complete an expenses form and submit to your Line Manager on a monthly basis. If you knowingly claim for fuel which was not used on legitimate Company business, this will be regarded as gross misconduct and could lead to your summary dismissal.

## Loss or damage to the vehicle

Employees are required to report any loss or damage to any Company owned vehicle to your Line Manager immediately and then to provide a written report to the Company on the next following working day.

You will also be given an insurance form to complete and return to Head Office by the next working day at the latest.

If the Loss or damage is as a result of your negligent behaviour, or your failure to follow the Company's rules and procedure, we may deduct the cost of the repair or the insurance excess (whichever is the lesser) from any monies owing to you.

## Accidents

In the event of an accident involving the vehicle, you must notify the Company as soon as possible after the accident. In line with our insurer's guidelines, you should not admit liability for the accident with the other party.

The vehicle user is responsible for obtaining particulars of any persons involved in the accident as well as the names and addresses of witnesses. An accident report form must be completed within 24 hours of the date of the accident and given to your Line Manager.

Employees are required to pass on to the Company any correspondence received, unanswered, by return post and these matters will be dealt with promptly by the Company.

If the accident is as a result of your negligent behaviour, we may deduct the cost of the repair or the insurance excess (whichever is the lesser) from any monies owing to you.

## Motoring offence/fines

Any motor offences committed by you whilst driving the Company's vehicle will be your responsibility, including any fines imposed to the vehicle whilst it is in your possession. We will not pay for any fines. If we receive a summons on your behalf, we will notify the issuer of your name and address. If the fine remains unpaid, we may pay the fine and deduct the cost from any monies owed to you by us.

## Use of mobile phone whilst driving

It is illegal to use a mobile phone whilst driving unless using an approved hands-free kit. If the use of a mobile phone with a hands free kit results in an accident or dangerous driving, the driver can still be prosecuted, e.g. for driving without due care and attention etc.

We do not encourage you to use a mobile phone whilst driving. If there is another person in the vehicle they should use the phone instead. If you do take any calls whilst driving, you should only take such calls if you consider it safe to do so and the call should be kept very brief and only when using a hands free kit. If it is not safe to take the call or the call is likely to be lengthy, you should park the vehicle, where it is safe to do so, and return the call as soon as possible.



## Safety of vehicles and their contents

Equipment, tools or any property whether private owned or owned by the Company should not be left in an unlocked vehicle, even for short periods of time. If we suffer a loss from an unlocked vehicle, we will deduct the cost of replacement of such tools from any wages or other monies owing to you.

Vehicles should not have keys left in the ignition, without the driver being sat in the driving seat, irrelevant of the time period involved. All vehicles should be locked when no-one is in attendance. If a vehicle is stolen or damaged under such circumstances we may deduct the cost of the insurance excess, which is currently £250.00, from your pay or any other monies owing to you.

## Trackers

All of our vehicles are fitted with tracking devices. Information will be collated regarding journeys made. We will use the devices to ensure that we can trace out vehicle should it be stolen but may also use any of the information gained in any disciplinary process if we regard it as appropriate.



## TERMINATION OF EMPLOYMENT

### Resignation

If you wish to resign from the Company, to avoid any confusion, we ask that you state your decision and your reasons for doing so in writing.

Whilst we appreciate that individuals may have many differing reasons for leaving, we will then invite you to an exit interview to discuss your reasons and to ensure that we process your final pay etc correctly.

We normally retain records of final interviews, so to allow us to monitor and evaluate our working practices at a later date.

### Notice period

Your required notice period will be detailed in your individual Statement of Particulars. If you fail to work your notice and we incur a cost in covering your duties, we reserve the right to recover this cost from any monies owing to you. You will also forfeit any contractual holiday pay which you have accrued in excess of the statutory minimum entitlements.

### Garden leave

If either you resign or you are dismissed, we may put you on garden leave. If so, you are still employed by us until the effective date of termination. As such, we may require that you attend work or make yourself available to answer any questions etc., or to “handover” to another person in the Company.

If we feel it is inappropriate for you to attend our premises or those of any customer, or client, or to contact any customer, client, supplier, contractor etc., we will advise you of this at the time the garden leave is initiated.

### The Company's property

Upon termination of employment, or upon commencement of Garden Leave, you must return all the Company's property to us. This includes, but is not limited to, tools, equipment, documentation, vehicles (where provided for business use only), work-wear, items of uniform, keys etc.

If you fail to return all items to us in a reasonable condition, we may deduct the cost of recovery, replacement or any loss incurred by us from any monies owing to you.



## SUMMARY OF OUR RIGHTS TO DEDUCT

WE RESERVE THE RIGHT TO RECOUP ANY LOSSES THE COMPANY INCURS IN THE CIRCUMSTANCES LISTED BELOW FROM YOUR WAGES OR ANY OTHER MONIES OWING TO YOU (E.G. COMMISSION, BONUSES, ACCRUED HOLIDAY PAY AT TERMINATION OF EMPLOYMENT).

If any overpayment of wages is made, for whatever reason, we will normally deduct the amount overpaid from your next wage.

If you arrive for work more than one hour late and have not notified us before your expected starting time and/or, without having provided us with an acceptable reason for the delay, we may find it necessary to cover your duties, disperse your workload to other staff, or reschedule work in other ways and if so, we therefore reserve the right to send you home for the remainder of the day without pay. If we feel that your lateness or absence is excessive, we may invoke the disciplinary procedures, as detailed earlier in this handbook.

If we are unable to provide you with work we may need to lay you off for a period of time or reduce your working week whilst we try to resolve the situation. If you are laid off, you will receive either statutory guarantee pay or your normal basic wage, whichever is the lower, for the first five days of lay off or short time working. After this period, there will be no entitlement to payment for any days not worked. We will only invoke this right as a last resort and for a limited period of time. Your continuity of employment with us will be protected during in such a situation.

Whilst we understand that you have a right to a private life and would not wish to impede on that, it is also important that, when attending work, you are fit and safe to do so. Therefore, if we suspect that you attend work still under the influence of alcohol or any illegal drug which has been consumed or taken prior to you commencing work, we will send you home for the remainder of the day without pay. Such events may result in disciplinary action.

Whilst we understand that accidents do happen, we expect that you should take all reasonable care with the Company's, resident's, their family member's, or any other third party's property. Therefore, If we suffer any loss or damage to any property or stock or equipment which is due to your failure to follow our rules or procedures, or your deliberate vandalism, or unreasonable carelessness or neglect, then we will deduct the cost of repair or replacement of any item from any pay, holiday pay, sickness payment or any other monies owed to you by the Company.

If we suffer any loss, fine or cost due to your actions and failure to follow our rules, procedures or legal requirements, or your carelessness or neglect, then we will deduct the cost of the loss or fine from any money owed to you by the Company.

If you have an accident in one of our vehicles and, after a full investigation of the facts, the accident is deemed to have been caused by your negligent or reckless behaviour, or could have been otherwise easily avoided, we reserve the right to deduct the cost of repair, or the insurance excess (whichever is the lesser) from any monies owing to you. Such a deduction will be subject to a maximum of the insurance excess which is currently £250.00.

Any motor offences committed by the driver whilst driving our vehicle will be the responsibility of that driver, including any fines imposed. We will not pay for any fines. If we receive a summons on your behalf, we will notify the relevant issuer of the name and address of the driver of the vehicle. If the fine remains unpaid, we may pay the fine and deduct the cost from your wages or any other monies owing to you.



Employees are required to report any loss or damage to any of our vehicles immediately and then to provide a written report to him on the next following working day. If the Loss or damage is as a result of your negligent behaviour, or your failure to follow the Company's rules and procedure, we will deduct the cost of the repair or the insurance excess (whichever is the lesser) from any monies owing to you.

Any tools, stock and equipment should not be left in an unlocked vehicle, even for short periods of time. If we suffer a loss of any tools, stock or equipment from an unlocked vehicle, we will deduct the cost of replacement of such from any wages or other monies owing to you.

Vehicles should not have keys left in the ignition, irrelevant of the time period involved, without the driver being sat in the driving seat. All vehicles should be locked when no-one is in attendance. If a vehicle is stolen or damaged under such circumstances, we will deduct the cost of the insurance excess from your wages or any other monies owing to you.

Upon termination of employment, or upon commencement of Garden Leave, you must return all our property to us. This includes, but is not limited to, tools, equipment, documentation, vehicles, work-wear, items of uniform, keys etc. If you fail to return all items to us in a reasonable condition, we will deduct the cost of recovery, replacement or any loss incurred by us from any monies owing to you.

Any loss or damage of this badge will result in a new one being purchased at a cost to you of £10.00

Your required notice period will be detailed in your individual Statement of Particulars. If you fail to work your notice and we incur a cost in covering your duties, we reserve the right to recover this cost from any monies owing to you.

The above clauses are express terms of your contract of employment.



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### COVID-19

1. Coronavirus (COVID-19) Policy
2. Children's Guide to Coronavirus by Children's Commissioner for England
3. Coronavirus: A book for children by Elizabeth Jenner, Kate Wilson & Nia Roberts Illustrated by Axel Scheffler. Consultant: Professor Graham Medley, Professor of Infectious Disease Modelling, London School of Hygiene & Tropical Medicine. In their book, the authors have written:  
"HELPING THE NHS Doctors, nurses, ambulance drivers and all the other people who make up the health service in our country do an amazing job every day, but are working especially hard while people are getting ill with the coronavirus. If you would like to donate some money to help them, you can do so here: <https://www.nhscharitiestogether.co.uk/>".
4. COVID-19: Donning and doffing of Personal Protective Equipment in Health and Social Care Settings by Public Health England
5. Be Ready for Coronavirus
6. Coronavirus Myth Buster
7. Five steps to kicking out coronavirus
8. When and how to use masks
9. When to clean Hands
10. 10 false myths about coronavirus



## CARE PLANNING

1. Children's Case Records
2. Contact and Access to Communications
3. Contact with Family and Friends
4. Development and Monitoring of a Child's Placement Plan
5. Emergency Placement
6. Overnight Stays and Social Visits
7. PEEP Policy
8. Placement Matching Policy
9. Pre-Placement Risk Assessment
10. Preparation for Leaving Care
11. Referrals and Admissions
12. Rewards and Sanctions
13. Statutory Reviews
14. The Statement of Purpose
15. Young People's Charter

## VIEWS, WISHES AND FEELINGS

1. Advocacy and Independent Visits
2. Candle Policy
3. Care Practices Towards Children Young People from Minority Ethnic Groups
4. Children/Young People's Views, Wishes and Feelings
5. Leisure and Activities

## CHILD PROTECTION

1. Accidents and Incidents
2. Allegations against Staff
3. Appropriate Adult Guidance
4. Care Practices Towards Children of the Opposite Sex
5. CCTV Policy



6. Combatting Extremism Policy
7. Confidentiality and Information Sharing
8. Countering Bullying Policy
9. Dealing with Potential Disclosures from Children and Young People - Staff Guidance
10. Female Genital Mutilation
11. First Aid Policy
12. Forced Marriage
13. Harmful Sexual Behaviour
14. Intimate Care and Invasive Procedures
15. Ligature Cutter Policy
16. Management of Medicines
17. Missing Child Policy
18. Notification of a Serious Event
19. One-to-One Time Alone with Children
20. Online Child Abuse and Exploitation
21. Online Safety and Safer Practice with Technology
22. Physical Contact with Children
23. Reporting Safeguarding Process
24. Room Search Policy
25. Safeguarding Children from Criminal Exploitation and Gang Violence
26. Safeguarding Children from Sexual Exploitation
27. Safeguarding Children Policy
28. Self-Harm and Suicide
29. Sexting Policy and Guidance
30. Sleeping In and Night Security
31. The Police
32. Transporting Children Policy
33. Visitors Policy
34. Whistleblowing Policy



35. Witchcraft Awareness

HEALTH AND WELL-BEING

1. Dealing with Sexuality and Personal Relationships
2. Drugs and Substance Misuse
3. Dysphagia Policy
4. Health, Well-being and Access to Services
5. HIV, Aids and Blood-Borne Infections
6. Infection Control Procedures
7. Legionnaires' Disease Policy
8. Management of Medicine
9. Safe Handling and Storage of Ice
10. Smoking and Alcohol

QUALITY OF CARE

1. Children's Guide
2. Environmental Policy
3. Equality and Diversity
4. Fire Safety
5. Health and Safety Policy
6. Health, Safety and Security
7. Provision and Preparation of Meals
8. Quality and Purpose of Care
9. Quality Assurance
10. Records
11. Review of Quality of Care and Premises
12. Schedule 3 Records Checklist

ENJOYMENT AND ACHIEVEMENT

1. Education
2. Enjoyment and Achievement



3. Pets in Service Policy

POSITIVE RELATIONSHIPS

1. Gift Giving and Receiving Policy
2. Managing Behaviour Policy
3. Physical Intervention and Restraint
4. Promoting Positive Relationships

LEADERSHIP AND MANAGEMENT

1. Adoption Leave Policy
2. Agency Staff Policy
3. Annual Appraisal Policy
4. Anti-slavery and Anti-trafficking Policy
5. Brexit Statement
6. Capability Policy and Procedure
7. Clear Desk and Clear Screen Policy
8. Complaints and Representations
9. Conflict of Interest Policy
10. COSHH Policy
11. Duty of Candour Policy
12. Employee Business Expenses Policy
13. Equal Opportunities Policy
14. General Data Protection Regulation (GDPR) Toolkit
  - a. Agreement for Compliance with the General Data Protection Regulation
  - b. Case Records Consent Form
  - c. Consent to view Records - Staff
  - d. Data Breach Reporting
  - e. Data Processing Security Agreement
  - f. Data Protection Impact Assessment Checklists
  - g. Data Protection Impact Assessment



- h. Data Protection Policy
  - i. Data Retention Policy
  - j. Data Retention Schedule
  - k. Deletion of Data Request
  - l. DPIA Process
  - m. GDPR Full Text
  - n. GDPR Policy
  - o. GDPR ROPA
  - p. Personal Computing Device Compliance
  - q. Personal Computing Device Policy
  - r. Privacy Statement
  - s. Subject Access Request Guidance
- 15. Home Communication Policy
  - 16. IT Disposal Policy
  - 17. Leadership and Management
  - 18. Media Policy
  - 19. On-call Procedure
  - 20. People Policy
  - 21. Personal Relationships Policy
  - 22. Records Management Policy
  - 23. Recruitment of Ex-offenders Policy
  - 24. Repairs and Maintenance Procedure
  - 25. Risk Taking Policy
  - 26. Selection of Staff and Recruitment
  - 27. Sickness and Absence Policy and Procedure
  - 28. Staff Disciplinary Policy
  - 29. Staff Eyesight Test Policy
  - 30. Staff Harassment and Bullying Policy



31. Staff Mobile Phone Policy
32. Staff Sickness
33. Staff Sign-in/Sign-out Policy
34. Staffing Levels Policy
35. Staffing
36. Supervision and Appraisal
37. The Key Principles of Residential Care
38. Training Policy
39. Volunteer Workers Policy
40. WhatsApp Policy
41. Working within Professional Boundaries and Relationships



## ADDENDUM

### Terms for Use of Company Vehicles

Due to a change in insurance laws we are now obliged to inform our insurers of any drivers who have had endorsements/points/previous bans on their driving license.

We also require to know if you have made any claims on your own insurance in the last 12 months although this will not affect you driving Choices own vehicles.

You must provide a full copy of your license with paper counter-part (old style license) or new style photo card with a list any endorsements received.

If you do not declare serious endorsements, bans or points (6 or more) and you are pulled over by the police driving a company vehicle they will now view you as an uninsured driver and issue you with a IN10 fixed penalty fine (£400 minimum).

Failure to present this documentation to your employer each year will mean you are unable to drive company vehicles which would seriously affect the work you are able to do, even resulting in the company terminating your employment.



## NEW BADGES AND LANYARDS

All staff will now be provided with new Choices Homes for Children ID Badges and Lanyards.

We expect all staff to wear these when in the community with Young People and when representing the organisation at meetings/schools and any other gathering of professionals.

When wearing these badges we expect all staff to be mindful of their presentation and behaviour.

All badges can be collected at the beginning of each shift and will be left in the home you work in at the end of your working day.

We do not expect that these badges will be used for any other purpose other than to represent the organisation and home you work in.

Any loss or damage of this badge will result in a new one being purchased at a cost to you of £10.00.

Any misuse of this badge can result in disciplinary action being taken against you.