

*Harpwood Care Home*

*Employee Handbook*

*Effective from 1<sup>st</sup> January 2018*

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# 1

## *Mission statement / The Home*

The home aims to provide Christian-based whole person care by addressing its residents' physical, emotional and spiritual needs and by promoting the right relationships between individuals and God, themselves and others.

In doing so, we aim to create a secure, relaxed, happy and homely atmosphere for the residents to live in and the staff to work in.

It is our objective that those residents who live in the Home should do so with dignity, have the respect of those who support them and be entitled to live a full and active life, given the fundamental right to self-determination and individuality and to achieve their full potential. This is best achieved by sensitive recognition and nurturing of that potential in each individual and understanding that this may change with time. In order to ensure that this happens, each resident's care will be planned individually. The care in the home will not be institutionalised by the requirements of the staff. These basic rights are accorded to all residents in our care, without discrimination between one resident group and another. Programmes of activities will be provided to encourage mental alertness, self-esteem, and social interaction with other residents and with appropriate reference to the following core values of care:

CORE VALUES OF CARE		
Relationships with God, ourselves and others		
Privacy	Dignity	Rights
Independence	Choice	Fulfilment

In terms of Risk Assessment, those residents who are judged competent to judge risks themselves are free to make their own decisions as long as they do not threaten the safety of themselves or others.

Staff will respect personal rights and privacy, and will be responsive to individual needs. In support of our Christian-based whole person care ethos, emotional and spiritual support is considered vital to the general well being of each resident. The staff will be sensitive to the residents' ever-changing needs which may be medical / therapeutic (for physical and mental welfare), psychological, spiritual, emotional or social.

Our Home is dedicated to the provision of the finest care for our Residents. This will be achieved through the integration of efficient administrative practices in accordance with the requirements for Registration under the Care Standards Act 2000.

Accordingly, the Home has developed a quality-orientated approach to the business, and a high degree of quality awareness is developed through all levels of staff training and leadership of management. The aim of these measures is to continually improve the quality of the service offered to our clients.

# 2

## *About this Handbook*

This Handbook has been drawn up by the Home to provide you with information on policies and procedures. It is important for you to read the Handbook carefully as this, together with your Contract of Employment, sets out your main terms and conditions of employment.

The information covers a wide range of subjects relating to your employment and in the event that information in this Handbook conflicts with terms and conditions as stated in your Contract of Employment, the Contract will take precedence.

If you have any questions or any part of the Handbook is unclear to you, please do not hesitate to raise any queries with Management.

It is important that you do this before signing that you have read, understood and are willing to abide by all the Home's terms and conditions.

We reserve the right to make changes to the policies and procedures contained in the handbook according to business needs.

# 3

## *Annual holiday entitlement and authorisation*

### *Entitlement*

Full details of your holiday entitlement are in your Contract of Employment.

For hourly paid staff, a week's holiday pay is the average pay a worker received over the previous 12 weeks (in which they were paid).

### *Carrying over holidays to the following year*

You MUST take your full holiday entitlement during the holiday year. Holidays may not be carried forward into the next holiday year, nor will you receive payment for holidays not taken.

### *Request for holidays*

In order to submit a request for holidays, you should complete the relevant form and have the holiday authorised by Management.

The amount of notice required is one month except for single days, when one week's notice is normally required.

All requests, providing they have been received in time, will be processed in date and time order.

### *Request for unpaid leave*

The Company does not grant unpaid leave unless it is exceptional circumstances and authorised by the Registered Manager in advance. All holiday leave must have been taken first before any unpaid leave is authorised. A request for unpaid leave must be made in writing to your Manager at least 8 weeks before it is due, unless in exceptional circumstances. Any unpaid leave taken without authorisation will be treated as unauthorised leave.

### *Length and timing of holidays*

The Home will not normally agree a request for a holiday that involves more than two consecutive weeks.

### *Refusal of holidays*

In the event that the Home has to refuse a holiday request because of business needs, the Home is not responsible for any financial commitment made by you prior to authorisation. You are therefore advised **not** to book holidays with tour operators, travel agents, hotels or passenger carriers, etc., until your holiday request form has been authorised.

## *Adjustment to holidays*

On joining the Home you will be entitled to holiday leave in proportion to the holiday year remaining on the date when your employment began.

On leaving the Home you will be entitled to holiday leave in proportion to the holiday year worked on the date when your employment ended. If you have been paid for more holidays than your entitlement then the balance will be deducted from your final payment. If you have been paid for fewer holidays than your entitlement then the balance will be paid to you with your final payment.

# 4

## *Absence from work*

### *Appointments*

If you need to be absent from work to keep a medical, dental or other essential appointment, prior permission should always be obtained from Management. Payment for absences of this nature will be at the discretion of the Home. You must try to arrange such appointments outside normal working hours wherever possible and any regular appointments that have to be made during working hours must be supported by an appointment card. Any such absences from the workplace should be minimal.

### *Unauthorised Absence*

If you are absent from work without prior authorisation, you should notify the Manager before the time stated below on the first day of absence.

Morning shift – 6.00 am

Afternoon shift – Noon

Night shift – 4.00 pm

We will not accept calls from other people on your behalf unless there is some credible reason such as hospitalisation.

Any unauthorised absence must be properly explained in that first contact and, if the absence continues, you must keep the Home fully informed. This applies to both short and long term situations and you will be expected to contact the Home on a daily basis during the first week and weekly thereafter.

If you are absent without prior authorisation by the Manager for either

- i) two or more shifts shown on the rota within any 30 day period (irrespective of whether it is due to sickness or any other reason),
- ii) Four times in a 6 months period ((irrespective of whether it is due to sickness or any other reason)

you may be required to attend a disciplinary meeting.

### *Sickness and injury*

#### *Period of absence*

If your sickness is for more than seven calendar days then you must provide the Home with a doctor's Fit note (Statement of Fitness to work). You must continue to provide Fit notes to cover the whole of the absence period.



Please note that we review the attendance levels of all our employees on a regular basis. In deciding whether to take further action in respect of sickness absence, the evidence of a Fit note may not be sufficient and the Home may seek alternative medical information.

## *Returning from absence*

You must give the Home at least 24 hours notice that you will be returning to work.

On your return to work after absence because of sickness, irrespective of the length of absence, you will be subject to a back to work interview with a manager.

If you have been suffering from an infectious or contagious disease or illness, you must not report for work without clearance from your doctor.

## *Statutory Sick Pay (SSP)*

The Home is responsible for paying SSP to you if you are eligible.

The maximum period for which SSP is payable is 28 weeks in one period of sickness absence and is paid at a rate specified by law. As with other earnings, SSP is subject to the deduction of income tax and all other normal deductions. We will inform you if you are not eligible for SSP.

SSP is paid in respect of qualifying days on which you are unable to work through sickness. Qualifying days are those days on which you would normally work. Generally SSP is not payable for the first three qualifying days of sickness which are known as “waiting days”, but this may not always be the case if you are absent on more than one occasion within a short period of time.

SSP is only paid when the sickness absence is for four or more consecutive qualifying days.

At the start of your employment you are required to produce any “linking letter” or information given to you by your previous employer or Benefits Agency to the Home.

## *Adverse weather conditions*

If you are unable to get into work due to adverse weather conditions you must notify your Manager as soon as possible. You will not be paid if you cannot get into work due to adverse weather conditions.

## *Maternity rights*

This section of the Handbook is for pregnant employees and new mothers.

### **Who is covered by this policy?**

- 1. For maternity / adoption leave and pay:** any employee of the organisation who has become pregnant or who has been matched with a child for adoption.
- 2. For shared parental leave:** the partner of any such employee whether or not they work for this organisation (subject to certain qualifying and earnings criteria); or an employee whose partner has become pregnant or been matched with a child for adoption.
- 3. For paternity leave and pay:** any employee of the organisation whose partner has become pregnant or been matched with a child for adoption.
- 4. For unpaid parental leave:** any employee with at least one years service who has a child under 5 years old (from April 2015 this will be under 18 years old).

## What am I entitled to?

If you are an employee who is pregnant or adopting:

- You will be entitled to take up to 52 weeks maternity / adoption leave if you want to, irrespective of your length of service or earnings with the organisation.
- If 15 weeks before the expected birth or adoption you have been employed by us continuously for at least 26 weeks, and your average weekly earnings are at least equal to the lower earnings limit for National Insurance contributions (see rates here: <https://www.gov.uk/government/publications/rates-and-allowances-national-insurance-contributions/rates-and-allowances-national-insurance-contributions>) we will pay you **statutory maternity / adoption pay**.
- Statutory maternity / adoption pay is payable for **39 weeks**; for the first six weeks it is paid at 90 percent of your average weekly earnings. The following 33 weeks will be paid at the statutory rate set by the Government each tax year or 90 per cent of your average weekly earnings whichever is the lower.

If you are a father to be, adopter or will share the responsibility with a partner for bringing up a child:

- If 15 weeks before the expected birth or adoption you have been employed by us continuously for at least 26 weeks you will be entitled to 2 weeks **paternity leave**.
- If your average weekly earnings are at least equal to the lower earnings limit for National Insurance contributions we will pay you **statutory paternity pay** during your leave.

If you are a parent with a child who is under 18 years old then:

- After one year's service you can take up to 18 weeks **unpaid parental leave** for that child.
- This allowance applies to each of your children but can only be taken in blocks of up to 4 weeks per year.

## Am I entitled to share maternity / adoption leave and pay with my partner?

**Shared parental leave** is designed to give parents / adopters more flexibility in how to share the care of their child in the first year following birth or adoption. If you are eligible you can share up to 50 weeks leave, and can decide to be off work at the same time and/or take it in turns to have periods of leave to look after the child. To be eligible you must meet the following criteria:

- You (or your partner) must be entitled to maternity / adoption leave, or statutory maternity / adoption pay (or maternity allowance from the Government) and you must share the main responsibility for caring for the child with your partner. In addition, you and your partner will also be required to follow a two-step process to establish eligibility as follows:
  - **Step 1 - Continuity test:** if you are seeking to take shared parental leave, one parent / adopter must have worked for the same employer for at least 26 weeks at the end of the 15th week before the week in which the child is due (or at the week in which an adopter was notified of having been matched with a child or adoption) and they should still be employed in the first week that shared parental leave is to be taken.

The other parent /adopter has to have worked for 26 weeks in the 66 weeks leading up to the due date and have earned above the maternity allowance threshold of £30 a week in 13 of the 66 weeks.

- **Step 2 - Individual eligibility for pay:** To qualify for shared parental **pay** the parent / main adopter must, as well as passing the Continuity test, also have earned an average salary of the National Insurance lower earnings limit or more for the 8 weeks prior to the 15th week before the expected birth / adoption.

Although the situation around pregnancy and adoption appears complex, it is normally quite straightforward to work out your entitlement. Therefore as soon as you know you are pregnant or have been matched with a child for adoption, please let us know as soon as is practical. We will calculate your entitlement and the relevant dates for you.

## **Maternity, Paternity and Shared Parental Leave – Procedural Guidelines**

### **What should I do once I know I am pregnant or have been matched with a child for adoption?**

Congratulations on your big event! There are a few things you now need to do so we can ensure you get all you are entitled to and that the process goes smoothly for you and the organisation. Here is what you need to do:

#### **Let us know.....**

- Please let us know as soon as possible. You should have a chat with your manager about your situation **especially if you are pregnant** as there are health and safety issues which we must consider. Your manager will arrange a risk assessment to ensure your work doesn't put you or your baby at any risk. You will also be entitled to take reasonable paid time off work to attend antenatal appointments as advised by your doctor, registered midwife or health visitor. If you are the partner you may also take unpaid time off to attend up to two ante-natal clinic visits.
- When you receive it from your doctor or midwife, we will need your **MAT B1** form which confirms your pregnancy and when your baby is expected. If you are adopting we will need a copy of the **matching certificate** completed by the adoption agency.
- At least 15 weeks before the due date for your baby, please let us know when you intend to take your maternity leave. If adopting, within 7 days of the date in which you were matched with the child we will need the expected week of the placement and the date on which you intend to start your adoption leave. Don't worry these dates can still be changed if you give us at least 28 days notice before the new start date or, if that is not possible, as much notice as is reasonably practicable.
- If you plan to start adoption leave before the actual date of placement, you must be sure that the placement will be going ahead on the date agreed before you start your leave. If the placement is delayed for whatever reason and adoption leave has already commenced, you cannot stop and start it again at a later date.
- If you are absent from work due to a pregnancy-related illness after the beginning of the fourth week before your baby is expected, then you must let us know that is the case and your maternity leave will start automatically at that point.
- If you miscarry after 24 weeks pregnancy you will retain your full maternity leave and pay entitlement.

## Your maternity or adoption leave..

- Regardless of the number of hours you work or your length of service, you are entitled to 26 weeks “ordinary” maternity / adoption leave. During this period all your contractual entitlements are maintained with the exception of your pay, any benefits in kind will continue and contractual annual leave entitlement will continue to accrue. You are entitled to return to the same job that you left if you return after the ordinary leave period.
- You are also entitled to take up to 26 weeks “additional” maternity / adoption leave immediately following your ordinary leave. During this leave your contractual terms and conditions such as holidays continue to accrue. You also have the right to return to a job on no less favourable terms and conditions than the job you had at the commencement of the leave period. If it is not practicable for you to return to your original job then you will be offered a suitable alternative on terms and conditions no less favourable. Your continuity of service will be preserved.
- Except during the first two weeks after childbirth, you can agree to work or to attend training for up to 10 days during either ordinary maternity leave or additional maternity leave, without that work bringing your period of maternity / adoption leave to an end and without a loss of a week’s SMP. These are known as “keeping-in-touch” days.
- We will also maintain reasonable contact with you from time to time during your maternity / adoption leave. This may be to discuss changes within the organisation, your plans for returning to work, to discuss any special arrangements to be made or training to be given to ease your return to work or simply to update you on developments at work during your absence.
- We will let you know before starting your ordinary maternity / adoption leave whether you have any outstanding holiday entitlement. We might ask you to take all or some of your outstanding holiday before commencing your leave, or agree that you can carry the leave over and take it on your return to work.

## Returning to work

- Once we know the start date of your maternity / adoption leave, we will inform you in writing of the date on which you are expected back at work if you take your full 52 week entitlement to maternity / adoption leave. You are expected to return on this date unless you notify us otherwise.
- If you want to return to work earlier than the expected return date please give us at least **eight weeks notice** of your date of early return. If you fail to do so we may have to postpone your return to such a date as will give us eight weeks notice, provided that this is not later than the expected return date.
- If you are unable to attend work at the end of your maternity leave due to sickness or injury, our normal arrangements for sickness absence will apply. In any other case, late return without prior authorisation will be treated as unauthorised absence.
- If you worked full-time prior to maternity / adoption leave you have no automatic right to return to work on a part-time basis or to make other changes to your working pattern. However, all requests for part-time work or other flexible working arrangements will be formally considered in line with the operational requirements of the organisation. If you would like flexible working arrangements to be

considered, please write to your manager setting out your proposals as soon as possible in advance of your return date, so that there is adequate time for full consideration of your request.

- If you decide not to return to work after maternity / adoption leave, you must give us notice of your resignation as soon as possible and in accordance with the terms of your contract of employment. If your notice period would expire after maternity / adoption leave has ended, we may require you to return to work for the remainder of the notice period.
- If you are fully entitled to receive statutory maternity / adoption pay, then you will receive you full 39 week entitlement even if you resign.

### **How can I share parental leave with my partner?**

Firstly you and your partner must meet the eligibility criteria described earlier. If you do:

- You can effectively “convert” a period of maternity / adoption leave and pay into shared parental leave and pay that can be taken by either parent.
- Your partner can take shared parental leave concurrently with you when you are on maternity leave or shared parental leave.
- Shared parental leave does not have to be taken in a single continuous block, it can be taken in chunks of as little as a week with our agreement.
- When on shared parental leave you will be entitled to the same terms and conditions that would have applied had you been at work, with the exception of pay.
- Shared Parental Leave may be taken at any time within the period which begins on the date the child is born or date of the adoption placement and ends 52 weeks after that date.

### **Here is how you and your partner should go about opting in to shared parental leave:**

1. The mother / main adopter must bring their period of maternity / adoption leave to an end by letting their employer know at least 8 weeks before the date she intends to curtail the leave. NB maternity leave cannot be brought to an end before the end of the two week (four if you work in a factory) compulsory maternity leave period. The balance of maternity leave at that point becomes available for the partner to share as shared parental leave. While this notice of curtailment of maternity / adoption leave can be given before or after the birth / placement, if it is given afterwards, the notice is binding. However, if notice is given before, there is a six-week window after the child's birth / adoption, during which a mother / primary adopter who has previously stated she intends to share her leave can change her mind and decide to remain on leave.
2. Both you and your partner should let your respective employers know in writing that you are eligible for and intend to take shared parental leave. You should also give an indication of how much shared parental leave and pay each parent intends to take and when. As you are one of our employees, please complete the form at Appendix 1.
3. If requested within 14 days of letting us know about your intention to take shared parental leave, you should provide us with a copy of the child's birth certificate, or if this is not yet available, confirmation from your midwife or GP of the date of the

child's birth. In the case of adoption you should provide details of the adoption agency, the date you (or your partner) were informed of the adoption match, and the expected date that the child will be placed with you. You must provide the information requested within 14 days.

4. The information about how and when you and your partner are intending to take shared parental leave is non-binding – you are free to change your minds about how leave and pay are to be allocated between you by letting your employers know of the variation in writing. To do this, please complete the form at Appendix 2. We will need at least 8 weeks notice of each period of leave, and you can submit a total of three requests. That is you can take up to three periods of shared parental leave.
5. If you submit a request for a single continuous period of shared parental leave (e.g. a single block of 12 weeks) this will be granted automatically.
6. If you submit a request for discontinuous leave (e.g. 6 weeks shared parental leave followed by 2 weeks at work followed by another 6 weeks shared parental leave etc.) we may need to discuss with you whether our business can support such a work pattern. If it cannot we will try to agree an alternative arrangement with you, or we may need to refuse the request.
7. We may ask you to stay in touch with work during your shared parental leave. This could be for training purposes, meetings or just to keep generally up to date with the business. You can work for up to 20 days without bringing your period of shared parental leave to an end. Any days worked do not extend your leave period. When you work you will receive your normal rate of pay inclusive of any shared parental pay. You are under no obligation to undertake any work during your shared parental leave period, and we are under no obligation to offer you any work. These 20 days are in addition to the 10 days available during maternity or adoption leave.
8. While on shared parental leave you will continue to accrue your normal holiday entitlement. We may ask you to take some or all of your outstanding holidays prior to commencing your shared parental leave. We may also ask you to take some or all of the holidays you have accrued on shared parental leave at the end of your leave period and prior to returning to work.

This all sounds complex, but it is really quite simple. Here are some **examples** to help clarify how shared parental leave works.

1. *The mother / main adopter ends her leave after 26 weeks, and the balance of the leave and pay - 26 weeks leave and 13 weeks statutory maternity / adoption pay is available to be shared between the parents as they choose. The father takes 10 weeks leave and pay, while the mother returns to work. He then returns to work and the mother takes the remaining 16 weeks leave and 3 weeks pay.*
2. *Baby is born prematurely and the mother immediately commits to taking 27 weeks maternity leave and pay leaving 25 weeks leave and 12 weeks pay to be shared with the father. The father takes 2 weeks paternity leave when baby is born and then immediately takes the 25 weeks leave and 12 weeks pay. Both parents return to work after 27 weeks having used all their shared parental leave.*

3. *The main adopter takes the first 10 weeks adoption leave and pay, and then commits to returning to work at week 22. This then frees up 30 weeks shared parental leave and 17 weeks pay. His partner takes 12 weeks of leave and pay to coincide with weeks 11 to 22 of the main adopters adoption leave so she and the main adopter can look after the child together. She then takes a further 8 weeks' leave and last 5 weeks of pay while the main adopter returns to work. When the partner then goes back to work, the main adopter takes the last 10 week of shared parental leave.*

*In total the main adopter has taken 32 weeks leave and 22 weeks pay while the partner has taken 20 weeks leave and 17 weeks pay.*

### **Returning to Work from Shared Parental Leave**

- If you wish to alter your return date from shared parental leave, please ensure you give us notice as follows:
  - If you wish to extend your SPL, at least 8 weeks notice from the originally agreed return date.
  - If you wish to shorten your SPL, at least 8 weeks notice from the new return date.
- If you return to work after a period of shared parental leave (including any maternity / adoption leave) which was **26 weeks or less**, then you are entitled to return to the same job that you left with terms and conditions no less favourable than would have applied had you not been on leave.
- If you return to work from a period of shared parental leave (including any maternity / adoption leave) which was **greater than 26 weeks** we will try to allow you to return to the same job you left. If it is not practicable for you to return to your original job then you will be offered a suitable alternative on terms and conditions no less favourable than would have applied had you not been on leave.

### **Do I have any further statutory rights to parental leave?**

- Yes. If you have completed one year's service with us, you are entitled to 18 weeks **unpaid parental leave** for each of your children born or adopted. The leave can start once the child is born or placed for adoption, or as soon as you have completed a year's service, whichever is later. You can take it at any time up to the child's 18<sup>th</sup> birthday.
- Parental leave should be taken in blocks of a week or multiples of a week, and should not be taken as "odd" days off, unless your child is disabled. You cannot take off more than four weeks during a year. A "week" is based on your normal working pattern.
- Please ensure you give us at least 21 days notice in writing if you intend to take unpaid parental leave. As unpaid parental leave is transferable between employers, please also confirm whether you have already taken some of your entitlement with another employer and how much.

### **What are my Paternity Leave and Pay Entitlements?**

In order to be eligible for paternity leave you must satisfy the following criteria:

- You must be the father of the child or married to: the civil partner or the partner of the child's mother; married to: the civil partner or the partner of the child's adopter, or one of a couple jointly adopting a child; and expect to have responsibility for the upbringing of the child and be making the request to help care for the child or to support the child's mother
- Have 26 weeks' service at the 15th week before the baby is due to be born, or in respect of an adopted child, the week in which the child's adopter was notified of having been matched with a child
- You may be asked to produce evidence of entitlement to paternity leave by signing a self-certification form declaring that he or she meets the statutory eligibility criteria

Paternity leave is granted in addition to your normal holiday entitlement. Paternity leave must be taken in a single block of one or two weeks within eight weeks of the birth or adoption of the child. If the child is born early, it must be taken from the time of birth but within eight weeks of the expected date of childbirth. Ordinary paternity leave can start either from the date the child is born or placed for adoption or from a chosen number of days or weeks after that date. In addition, employees who are the father or partner have the right to take unpaid time off work to accompany expectant mothers on up to 2 antenatal appointments.

To qualify for paternity pay you must have average earning at or above the lower earnings limit for the payment of National Insurance contributions.

- Statutory Paternity Pay is paid for a maximum of 2 weeks. It is paid at a flat rate laid down by statute or 90% of average weekly earning if this is less.
- Statutory Paternity Pay will begin at the same time as your paternity leave commences and will be paid on the same date that your salary would have been paid and will be subject to deductions for tax, National Insurance and any pension contributions in the usual way.

## *Time off for dependants*

You will be allowed to take reasonable time off work without pay to deal with an emergency involving a dependant. The amount of time off which is allowed will depend on the circumstances.

For example, in the case of the death of a spouse, child or parent, in addition to leave for the funeral, extra days may be given depending on the circumstances, e.g. for funeral arrangements. If a dependant is ill or injured, reasonable time off will be given to deal with the emergency - this does not mean that you will be allowed to take time off to look after the dependant personally.

## *Flexible working*

Under the provisions of the Employment Rights Act 1996 all employees have a statutory right to ask their employer for a change to their contractual terms and conditions to work flexibly provided they have worked for their employer for 26 weeks continuously at the date the application is made. An employee can only make one statutory request in any 12 month period.

### **The needs of the organisation**



The organisation is committed to providing a range of appropriate working patterns. However employees and management need to be realistic and to recognise that not all flexible working options will be appropriate for all roles.

Where a flexible working arrangement is proposed the organisation will need to take into account a number of criteria including (but not limited to) the following:

- the costs associated with the proposed arrangement
- the effect of the proposed arrangement on other staff
- the need for, and effect on, supervision
- the existing structure of the department
- the availability of staff resources
- details of the tasks specific to the role
- the workload of the role
- whether it is a request for a reasonable adjustment related to a disability
- health and safety issues

### **Submitting a flexible working request**

An eligible employee is entitled to submit one flexible working request in a twelve month period.

All requests must be made in writing to the Registered Manager. Any request made must include:

- the date of the application
- the changes that the employee is seeking to their terms and conditions
- the date from when the employee would like the proposed change to come into effect
- what effect the employee thinks the requested change would have on the organisation
- how, in their view, any such effect could be dealt with
- whether this is a statutory or non-statutory request
- whether a previous application for flexible working has been made
- the dates of any previous applications

If the employee is making the request in relation to the Equality Act, e.g. as a reasonable adjustment relating to a disability, this should be made clear in the application.

If an application does not contain all of the required information the Registered Manager will explain to the employee what additional or amended information they need to provide and ask the employee to resubmit the request.

### **Meetings regarding flexible working**

Upon receiving a written request for flexible working the Registered Manager will usually seek to arrange a meeting with the employee to:

- discuss the request
- find out more about the proposed working arrangements
- how it could be of benefit to both the employee and organisation

If a meeting is arranged it will be held within 28 days of the organisation receiving the request. This time limit may be extended with the agreement of both the employee and the Registered Manager

At the meeting the employee may, if they wish, be accompanied by a workplace colleague or a trade union representative.

If the employee fails to attend a meeting and then fails to attend a rearranged meeting without good reason, their application will be deemed to have been withdrawn.

Where a request can, without further discussion, be approved as stated in the employee's written application a meeting to discuss the request may not be necessary. The employee will be informed of the organisation's agreement to the request by a confirmation letter as outlined in the section 'Responding to a flexible working request' within 28 days of the organisation receiving the request. This time limit may be extended with the agreement of both the employee and the Registered Manager.

### **Responding to a flexible working request**

The Registered Manager will consider the proposed flexible working arrangements, looking at the potential benefits, and adverse affects, to the employee and to the organisation in implementing the proposed changes.

Each request will be considered on a case-by-case basis. Agreeing to one request will not set a precedent or create the right for another employee to be granted a similar change to their working pattern.

The employee will be informed in writing of the organisation's decision as soon as is reasonably practicable, but no later than 14 days after the meeting.

The request may be granted in full, in part or refused. The organisation may propose a modified version of the request, the request may be granted on a temporary basis, or the employee may be asked to try the flexible working arrangement for a trial period. If the request is agreed then the employee will be sent a confirmation letter which will include details of the new arrangements. The employee should contact the Registered Manager within 14 days if they wish to discuss the new arrangements further, or have any concerns.

### **Right to appeal decision**

The employee has the right to appeal the decision if their request is refused or is only agreed in part.

The employee may lodge an appeal within 14 days of being notified of a decision on their application. This should be done in writing and clearly state the grounds on which they are appealing. The appeal will be heard within 14 days. The employee will then be informed of the outcome to their appeal within 14 days of the appeal meeting. These time limits may be extended with the agreement of both the employee and the Registered Manager.

### **Trialling new working arrangements**

Where there is some uncertainty about whether the flexible working arrangement is practicable for an employee and/or the organisation a trial period may be agreed. If a trial period is arranged the organisation will allow sufficient time for an employee and their manager to implement and become used to the new working practices before taking any decisions on the viability of a new arrangement.

### **Complaints and further information**

The organisation is strongly opposed to any form of victimisation of individuals who work, or request to work under flexible working arrangements.

If an employee feels that they have been treated unfairly or are dissatisfied with any stage of the flexible process, they should raise their concerns informally with the Home Manager.

If informal discussions do not resolve the matter to an employee's satisfaction, they should raise a grievance under the organisation's grievance procedure.

### ***Jury service and attendance at court as a witness***

If you are called for jury service or as a court witness, you will be granted unpaid leave of absence and you should claim for loss of earnings from the court. You will normally be given a form from the court asking for confirmation of your normal salary, which should be completed by the Home.

### ***Public duties***

The Home will allow reasonable time off without pay for designated public duties, such as a Justice of the Peace.

### ***General***

We have tried to include as much information as possible regarding statutory rights to time off and pay in order to help you make the right decision in relation to your own circumstances. If there are any aspects of this section that are unclear, you are encouraged to put any questions you may have to Management.

# 5

## *General information*

### *Insurance whilst on the Home's business*

The Home's employers' liability insurance covers all employees for injury or death from an incident whilst working for the Home. This is only payable when the Home is found to have been negligent in its role as an employer.

### *Damage or loss to personal property*

Compensation for damage to or loss of personal possessions will only be considered if the Home can be held to have been negligent. All damage or loss should be reported to Management immediately. Where there is evidence that the accident or loss occurred through lack of care on your part, compensation will not normally be paid and you should check whether a claim could be made on your personal insurance policy to cover such circumstances.

You are advised not to leave any personal possessions or valuables unattended at the Home.

### *Return of property*

On the termination of your employment for whatever reason, you must return all Home property in your possession or for which you have responsibility. Failure to return all such items will result in the cost of the unreturned items being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

### *Change of address or personal circumstances*

You must always advise the Home, in writing, when you have a change in personal circumstances that will affect your personnel record. Particular examples are details of address, telephone number, marital status, emergency contact and any qualifications. You must immediately notify the Registered Manager if your legal entitlement to work in this country changes e.g. Visa expires

You must also seek authority from the Home if you wish to take additional employment. In order to work more than an average of 48 hours in a week, you must sign an individual waiver form.

### *Health and safety*

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

You are required to take reasonable care of your own well being and that of all other employees. The relevant health and safety notices are posted around the premises and you are expected to be familiar with their requirements.

If you have an accident or injury at work you must enter the incident in the Accident Book. The date, time and nature of the incident should be entered and whether it was witnessed.

If you have been in contact with someone suffering from an infectious or contagious disease or illness, you must not report for work without clearance from the Home.

## *Pay*

### *Payslips*

At the relevant payment interval you will receive a payslip giving details of all payments and deductions e.g. gross pay, income tax, national insurance, etc.

### *Overpayments*

If you are overpaid for any reason you are required to notify the person who pays the wages. The amount of overpayment will normally be deducted from the following payment but if this would cause hardship, alternative arrangements to repay may be made. Any failure to report an overpayment may result in disciplinary action.

### *Income tax*

In compliance with the law, you will receive a P60 from the Home each year detailing earnings and payment of income tax and National Insurance. This document should be kept in a safe place.

## *Time and Attendance*

We attach great importance to good timekeeping. Failure to attend at the designated times makes it difficult for us to ensure all shifts are adequately staffed and may ultimately affect patient care or potentially put your colleagues at risk.

You are required to be at your workstation or unit at the time your shift commences. You are asked to be aware that at busy periods getting through security may take a few minutes and this should be factored in to your arrival time. If you know you are going to be late you should contact your Manager as soon as possible to advise them.

All employees are expected to clock in and clock out using their Fingerprints on the terminals. If in the unlikely event that your fingerprint does not work you will be given a four digit pin number to use at the terminal to clock in and clock out. The electronic Time & Attendance system is used to record people onsite, working hours and the intention is to use the system to record absence and holiday.

Persistent lateness will be treated as a disciplinary offence. In addition we may withhold your pay for any time when you have failed to attend on time for the commencement of your shift. Leaving before the end of a shift will be treated in a similar fashion.

The same practice applies at the beginning and end of authorised breaks

You are required to comply with any time recording procedures relating to your area of work.

## *Professional Qualifications/Fees*

If your employment is conditional upon being professionally qualified you are responsible for keeping the appropriate qualifications and registration up to date. It is your responsibility to pay your registration fees. Loss of/or failure to report loss of qualifications/registration required by Law or the company is a condition of employment and will result in termination of employment (without notice) where this prevents the on-going fulfilment of the contract. You must provide documentary evidence of up to date registration on request.

It is your responsibility to ensure that your professional registration is renewed in a timely manner. If it is a requirement of your role that you maintain a professional registration and this is allowed to lapse, preventing you from undertaking your contractual duties the company reserve the right to suspend you without pay due to your inability to carry out your contractual duties. Where this occurs you may be subject to formal disciplinary action, up to and including summary dismissal.

It is your responsibility to notify your Manager if you are subject to any NMC or other professional body investigation or complaint.

## *Breaks*

To safeguard your health & safety and welfare you are entitled to a paid break/s during your shift. The breaks for each shift are as follows:

### Days

- 12 hour shifts – you are entitled to paid breaks of 30 minutes in the first half of the shift and 30 minutes in the second half of the shift.
- Shifts of up to 8 hours – you are entitled to a paid break of 20 minutes.

### Nights

- 12 hour shifts – you are entitled to a paid break of 1 hour, which should be taken between 1am and 4am. You should clock the start and end of your break using the Time & Attendance clocking terminals.

Breaks are allocated at the start of each shift at the discretion of the Manager/Nurse-in-charge.

# 6

## *Facilities and amenities*

Unless specified to the contrary in your Contract of Employment, the benefits and facilities in this section are discretionary and may be withdrawn or altered by the Home at any time.

### *Food and drink facilities*

These facilities are provided for the convenience of all employees. Please ensure that all facilities are left in a clean and tidy condition after use. Care must be taken when using hot/electrical equipment and all health and safety rules concerning their use should be adhered to.

Please note that for health and safety reasons portable electrical appliances must **not** be brought into the Home.

### *Car parking*

The Home provides car parking facilities for use by visitors and employees. Cars must be parked sensibly and the Home does not accept liability for damage or loss to employees' private vehicles.

# 7

## *Procedures*

### *Disciplinary procedure*

#### *Purpose*

A procedure is necessary to deal with cases where the Home Manager feels it needs to institute disciplinary action against any employee who fails to maintain the required work standards or conduct.

The purpose of this procedure is to ensure that there should be a fair and systematic approach to matters of discipline affecting all employees. The procedure should operate without delay and should provide full consideration for every disciplinary case.

As some stages of procedure may be separated by considerable periods of time, it is important that all decisions be recorded and filed in the employee's personnel records.

The authority for dismissal lies with the Home Manager. There may be occasions when they are not available and some action is deemed necessary to be taken. In such circumstances the person in charge may decide to send the employee off the premises instructing him/her to report to the Home Manager as soon as she becomes available. The person in charge will inform the Home Manager of his/her decision to remove this employee from the workplace at the earliest opportunity.

#### *Principles*

Informal action will be considered, where appropriate, to resolve problems. The following principles will be applied: in relation to disciplinary action:

- No disciplinary action will be taken against an employee until the case has been fully investigated.
- To be informed of the allegations of misconduct or poor performance to be addressed at any disciplinary hearing. Employees will be given the opportunity to state their case before a decision is made at a disciplinary meeting.
- Employees will be provided, where appropriate, with written copies of evidence and relevant witness statements in advance of a disciplinary meeting.
- To be accompanied by a work colleague or by a trade union official at all stages.
- To appeal against any disciplinary action.



- No employee will be dismissed for a first breach of discipline except in the case of gross misconduct, when the penalty will be dismissal without notice or payment in lieu of notice.
- If you are a short service employee or are still within the probationary period, you may not be issued with any warnings before dismissal.
- If you are a short service employee or still within the probationary period, you may not be issued with any warning before dismissal.
- The procedure may be implemented at any stage if the employee's alleged misconduct warrants this.

#### Stage 1 First stage of formal procedure - Written warning.

This will normally be either:

An improvement note for unsatisfactory performance if performance does not meet acceptable standards. This will set out the performance problem, the improvement that is required, the timescale, any help that may be given and the right of appeal. The employee will be advised that it constitutes the first stage of the formal procedure. A record of the improvement note will be kept for 12 months, but will then be considered spent – subject to achieving and sustaining satisfactory performance

Or

A first written warning for misconduct if conduct does not meet acceptable standards. This will be in writing and set out the nature of the misconduct and the change in behaviour required and the right of appeal. The warning will also inform the employee that a final written warning may be considered if there is not sustained satisfactory improvement or change. A record of the warning will be kept, but it will be disregarded for disciplinary purposes after 12 months.

#### Stage 2 Final Written warning.

If the offence is sufficiently serious, or there is further misconduct or a failure to improve performance during the currency of a prior warning a final written warning may be given to the employee. This will give details of the complaint, the improvement required and the timescale. It will also warn that failure to improve may lead to dismissal (or some other action short of dismissal) and will refer to a right of appeal. A copy of the written warning will be kept on file for 12 months but will be disregarded after that period subject to achieving and sustaining satisfactory conduct or performance.

#### Stage 3 Dismissal or other sanction

If there is still further misconduct or failure to improve performance the final step in the procedure may be dismissal or some other action short of dismissal such as demotion or disciplinary suspension or transfer (as allowed by the contract of employment). Dismissal decisions can only be taken by the General Manager, and the employee will be provided in writing the reasons for dismissal the date on which the employment will terminate, and the right of appeal.

If some sanction short of dismissal is imposed, the employee will receive details of the complaint, will be warned that dismissal could result if there is no satisfactory

improvement, and will be advised of the right of appeal. A copy of the written warning will be kept by the General Manager but will be disregarded for disciplinary purposes after 12 months subject to achievement and sustainment of satisfactory conduct or performance.

#### Stage 4 Right of Appeal

At each stage of the disciplinary procedure an employee has the right of appeal. An appeal may be made in writing to the General Manager within five working days of receiving written confirmation of the disciplinary decision taken against you.

#### Gross misconduct

If you are accused of an act of gross misconduct, you may be suspended from work on full pay, normally for no more than five working days, while the alleged offence is investigated. If, on completion of the investigation and the full disciplinary procedure the Home is satisfied that gross misconduct has occurred, the result will normally be summary dismissal without notice or payment in lieu of notice.

Some illustrations of gross misconduct are as follows.

- Intoxication
- Physical or Verbal abuse to residents
- Divulging incorrect information to a resident's family
- Theft or fraud
- Destruction defacement or misappropriation of the home's or resident's property
- Insubordination or wilful refusal to carry out reasonable instructions of the Manager or RGN in charge.
- Falsification of documents
- Blatant violation of safety rules
- Serious misuse of the organisations property or name.
- Deliberately accessing Internet sites containing pornographic, offensive or obscene material.
- Serious insubordination
- Unlawful discrimination or harassment
- Bringing the company into serious disrepute
- Serious incapability at work brought on by alcohol or illegal drugs
- Causing loss, damage or injury through serious negligence.
- A serious breach of confidence.
- Deliberate failure to comply with the published rules of the Home, including those covering security, health and safety, equal opportunities, the Internet, etc.
- The committing of offences against current discrimination legislation whilst acting on behalf of the Home.
- Fighting or assaulting another person.
- Using threatening or offensive language towards residents, visitors or other employees.
- Making yourself unfit to work by solvent abuse, drinking alcohol, taking of illegal substances or failing to follow medical instructions on prescribed drugs.
- Being in unauthorised possession of our property or residents' property.
- Being in possession of illegal drugs and substances or alcohol whilst on the Home's premises.
- Obscene behaviour.

- Behaviour likely to bring the Home into disrepute.
- Wilful and deliberate damage to or misuse of the Home's property.
- Refusal to carry out reasonable duties or instructions.
- Sleeping whilst on wakeful duties.
- Conviction on a criminal charge that is relevant to your employment with the Home.
- The misuse, including use for personal gain, of confidential information in the course of working for the Home.
- Undertaking private work on the premises without permission.
- Borrowing money or property from a client.
- Abuse of elderly residents
- Failure to notify the Company about an NMC hearing or outcome.
- Misuse of social media websites in accordance with the Social Media policy.

In any case of summary dismissal the person so dismissed has the right of appeal. The forgoing action does not imply that the home will not also take action in a criminal court of law.

## *General*

You will always be given as much information as possible regarding the allegations of misconduct, or any documentation detailing the shortfall in performance or capability that will form the basis of the disciplinary hearing. You will also be given fair and reasonable notice of the date and time of the hearing and whenever possible the disciplinary hearing will be held during your normal working hours.

Any disciplinary action will only be taken after a full investigation of the facts, and if it is necessary to suspend you for this period of time, you will receive your normal rate of pay.

The Home reserves the right to vary the disciplinary procedure dependent on either the seriousness of the allegations of misconduct or capability to be addressed, or if you only have a short amount of service.

If you are a short service employee or are still within the probationary period, you may not be issued with any warnings before dismissal.

We reserve the right to record any hearings for the purpose of the minutes and a true account of the hearing. You will be made aware at the start of the hearing if it is to be recorded.

**NB** We reserve the right to deduct from pay the cost of any damage or loss to property or goods, which after a disciplinary hearing was found to have been caused by your wilful negligence or vandalism.

## *Conduct covered*

### *Conduct at work*

The Home expects all employees to behave in a normal and reasonable manner. The following list provides examples of the type of conduct that the Home would expect:

- To be punctual for the start of work and to keep within the break times.
- To give regular attendance at work and to minimise all absenteeism.
- To be courteous, helpful and polite to all those with whom you have contact.

- To devote all your time and attention, whilst at work, to the Home and ensure that all its property including confidential information, records, equipment, etc., is kept safe and used correctly.
- To comply with all the Home's rules and regulations and to observe and perform all the terms of your employment as set out or referred to in your Contract of Employment and in this Handbook.
- Not to be involved with any home, client or agent who is in direct competition with this Home. You are expected to devote all your loyalty to this Home.

### *Conduct outside working hours*

Normally the Home has no jurisdiction over employee activity outside working hours. Behaviour outside working hours will only become an issue if the activities adversely affect the Home.

Adverse publicity, bringing the Home's name into disrepute, or actions that result in loss of faith in the Home, resulting in loss of business, or loss of faith in the integrity of the individual, will result in the disciplinary procedure being instigated.

The detriment suffered by the Home will determine the level of misconduct and it will also determine which disciplinary stage is most appropriate to suit the circumstances.

If the actions cause extreme embarrassment or serious damage to the Home's reputation or image, a decision may be taken to terminate the employment.

The Home's procedures covering disciplinary hearings and appeals still apply.

### *Grievance procedure*

This procedure is designed to maintain or improve the relationships that currently exist between the home and its employees.

The Directors and the General Manager wish each employee to be fully aware that the aim of the procedure is to settle any grievances fairly and as near as possible to the point of origin. The rules of the procedure are simple and designed to enable any justified grievance to be rectified quickly with the intention that they will enable discussions to take place in a good manner and atmosphere.

#### **Stage 1 – Informal Grievance**

Any employee who has a grievance should first discuss the matter with the General Manager. We may be able to agree a solution informally between the employee and Manager.

#### **Stage 2 - Formal grievance**

If the matter is serious and/or an employee may wish to raise the matter formally they should set out the grievance in writing to your Manager. They should stick to the facts and avoid language that is insulting or abusive.

Where the grievance is against the employee's manager and they feel unable to approach him or her they should talk to another Manager or a Director.

#### **Grievance hearing**

The employees Manager will call them to a meeting, normally within five working days, to discuss the grievance. The employee has the right to be accompanied by a colleague or a trade union representative at the meeting if you make a reasonable request.

After the meeting the Manager will give a decision in writing normally within 2 working days.

### ***Appeal***

If an employee is unhappy with the Manager's decision and they wish to appeal they should let their Manager know.

The employee will be invited to an appeal meeting, normally within five working days and a more senior manager; Director or external specialist consultant will hear their appeal. The employee has the right to be accompanied by a colleague or trade union representative at this meeting if the employee makes a reasonable request. After the meeting the manager or person hearing the appeal, will give a decision in writing within 2 working days. The outcome of the appeal is final.

### ***Claiming and accounting for expenses***

If you incur or anticipate incurring legitimate expenses on the Home's behalf then you can claim them back on production of valid receipts. Claims can only be made for expenses incurred wholly in respect of business purposes.

### ***Rights of search***

The Home has a contractual right of search in order to combat misappropriation of the Home's property, stock losses, or if the Home genuinely believes that drugs or any illegal substances are on the premises. The right of search is to address problems relating to the above issues.

Under the rights of search procedure the Home may carry out random checks on the identity, person, and property, including vehicles of employees at any time whilst they are on the Home's premises or business. It is understood that such checks in themselves do not imply suspicion in relation to the individual concerned.

You may be asked to remove the contents of your pockets, bags, vehicle, etc., and you will have the right to be accompanied by a third party who is on the premises at the time of search.

If a personal search is deemed to be necessary, you will be entitled to be searched by a member of the same sex.

A refusal can constitute a breach of contract, which could result in disciplinary action being taken against you.

The Home reserves the right to call the police for assistance at any stage.

### ***Use of private vehicles on the Home's business***

The use of your own vehicle for business of the Home requires authorisation. Once authorised, you may claim a mileage allowance provided the Home has agreed the travel in advance.

You are responsible for ensuring that you have adequate insurance cover in place before undertaking any business travel, as the Home will not be liable for any costs in the event of an accident.

# 8

## *Policies*

### *Equal opportunities and discrimination policy*

The Home recognises that discrimination is not only unacceptable, it is also unlawful.

The Home's aim is to ensure that no job applicant or employee is discriminated against, directly or indirectly, on any unlawful grounds.

By including this policy in the Employee Handbook, all employees are made aware that the Home will act in accordance with all statutory requirements and take into account any relevant codes of practice.

All job applicants will be considered solely on their ability to do the job. Interview questions will not be of a discriminatory nature.

All promotions will be made on merit in line with the principles of the policy.

Employees who have a disability will receive the necessary help, within reason, to enable them to carry out their normal duties effectively.

This policy will be assessed at regular intervals to ensure that equality of opportunity is afforded to **all** employees.

### *Dignity at Work*

The Home will not tolerate any form of harassment or bullying. It Company policy to provide a working environment where all employees are treated with dignity and respect and free from unwanted harassment, intimidation or victimisation on the grounds of sex, colour, marital status, race, nationality or ethnic or national origin, age, religion, sexual orientation, disability or any other personal characteristic.

The purpose of this policy is to inform employees of the type of behaviour that is totally unacceptable and to explain what solutions there are to employees who may suffer harassment or bullying.

The Home intends to provide a neutral working environment in which no one feels threatened or intimidated.

Harassment is a discriminatory act and is also a criminal offence. It is very difficult to define as it can take many forms, but in the main it takes the form of unwanted behaviour by one employee towards another, for example:

- Patronising or belittling comments.
- Comments about appearance/body/clothes.
- Leering or staring at a person's body.
- Unwelcome sexual invitations or pressure.
- Promises or threats concerning employment or conditions in exchange for sexual favours.

- Displaying offensive or sexually explicit material.
- Touching, caressing, hugging or indecent assault.

It is our policy to maintain a non-discriminatory working environment that is free from harassment or bullying based on race, colour, nationality, ethnic or national origin, sex, mental or physical disabilities, age, marital or civil partnership status, actual or perceived sexual orientation, gender re-assignment, religion or belief.

Please remember the test is that the behaviour is UNWELCOME, UNINVITED AND UNRECIPROCATED.

Bullying is also difficult to define. Obvious examples are:

- Threats of or actual physical violence.
- Unpleasant or over repeated jokes about a person.
- Unfair or impractical work loading.

### *Procedure*

If you encounter a problem of this nature, it is vital that you make the person responsible aware that his/her remarks or conduct are offensive to you. This should be done in a simple, straightforward way.

It is recognised that complaints of harassment or bullying are often of a sensitive or worrying nature and that it may be difficult to speak directly to the other employee involved. If this is the case, you should put your request in writing and hand it to the harasser or bully.

When or if the informal approach fails or if you believe that the harassment or bullying is of a very serious nature you must bring the matter to the attention of a member of Management. If possible, you should keep notes of the harassment or bullying so that the formal complaint can be investigated, including the date, time and whereabouts of the act.

A formal complaint will be investigated thoroughly and during the investigation all possible actions will be taken to separate you from the alleged harasser or bully.

You will be informed of the findings of the investigations and will be given an opportunity to comment.

If the report concludes that the allegation is well founded and the harasser or bully is an employee of the Home, he/she will be subject to disciplinary action in accordance with our disciplinary procedure. If the harasser or bully is a resident or visitor, steps will be taken to relocate you or the resident or to exclude the visitor.

If you bring a complaint of harassment or bullying you will not be victimised for having brought the complaint. If however after a full and fair investigation, the Home has grounds to believe that the complaint was brought with malicious intent, you will be subject to disciplinary action under the Home's disciplinary procedure.

The Home's appeal procedure applies to appeals against decisions made under the equal opportunities and discrimination policy and the harassment policy.

# *Capability Policy and Procedure*

## *Introduction*

The primary aim of this Procedure is to provide a framework within which we can work with you to maintain satisfactory performance standards and to encourage improvement where necessary. We recognise the difference between a deliberate or careless failure on your part to perform to the standards of which you are capable (in which case we will use the Disciplinary Procedure set out above) and a case of incapability, where you are lacking in knowledge, skill or ability and so cannot perform to the standard required (in which case we will use this Capability Procedure in an attempt to improve your performance).

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

This Capability Procedure is entirely non-contractual and does not form part of your contract of employment.

## *Procedure*

Minor capability issues will be dealt with informally through counselling and training. Informal discussions may be held with a view to clarifying the required work standards and the level of performance expected of you, identifying areas of concern, establishing the likely causes of poor performance, identifying any training or supervision needs, setting targets for improvement and agreeing a time-scale for review.

In cases where informal discussion with you does not lead to a satisfactory improvement in performance, or where the performance issues are more serious, the following Capability Procedure will be used. At all stages of the Procedure an investigation will be conducted.

At all stages the Company will give consideration to whether the unsatisfactory performance is related to a disability and, if so, whether there are any reasonable adjustments that could be made to the requirements of your job or other aspects of the working arrangements.

We will notify you in writing of the concerns over your performance and the basis for those concerns. You will be invited to attend a Capability Hearing to discuss the matter. We will provide sufficient information about the poor performance and its possible consequences to enable you to prepare to answer the case. This will include the provision of written evidence where appropriate.

Having given you reasonable time to prepare your case, a formal Capability Hearing will then take place, conducted by a member of the Management Team, at which you will be given the chance to state your case. You have the right to be accompanied, if requested, by a Trade Union Official, a Trade Union Representative or a fellow employee of your choice. You must make every effort to attend that Hearing.

The purposes of the Capability Hearing include:

- to set out the required standards that the Company considers you have not met;



- to establish the likely causes of poor performance (including any reasons why any measures taken so far have not led to the required improvement);
- to allow you the opportunity to explain the poor performance; and
- to ask any relevant questions.

Except in the case where dismissal is proposed, the purposes of the Capability Hearing also include:

- to discuss measures, such as additional training or supervision, which may improve your performance;
- to set targets for improvement; and
- to set a reasonable time-scale for review (reflecting the circumstances of the case).

In a case where dismissal is proposed, the purposes of the Capability Hearing also include:

- to establish whether there are any further steps that could reasonably be taken to rectify your poor performance;
- to establish whether there is any reasonable likelihood of the required standards of performance being met within a reasonable time; and
- to discuss whether there is any practical alternative to dismissal, such as redeployment to any suitable available job at the same or lower grade.

Following the Capability Hearing, we will decide whether or not formal performance action is justified and, if so, you will be informed in writing of the Company's decision in accordance with the Stages set out below and notified of your right to appeal against that decision.

### *First Capability Warning*

You will be given a First Capability Warning. This will set out the areas in which you have not met the required performance standards, targets for improvement, any measures, such as additional training or supervision, which will be taken with a view to improving your performance, a timescale for review and the likely consequences of failing to improve to the required standards within the review period. The First Capability Warning will be recorded but nullified after six months, subject to satisfactory performance.

Your performance will be monitored and, at the end of the review period, we will write to you to advise you of the next step. If we are satisfied with your performance, no further action will be taken. If we are not satisfied with your performance, the matter may be progressed to Stage 2 or, if we feel that there has been a substantial but insufficient improvement, the review period may be extended.

### *Final Capability Warning*

Failure to improve performance in response to the Procedure so far or a first instance of serious poor performance will result in a Final Capability Warning being issued. This will set out the areas in which you have still not met the required performance standards, targets for improvement, any further measures, such as additional training or supervision, which will be taken with a view to improving your performance, a further timescale for review and the likely consequences of failing to improve to the required standards within the further review period, ie, that dismissal will probably result. The Final Capability Warning will be recorded but nullified after 12 months, subject to satisfactory performance.

Your performance will again be monitored and, at the end of the further review period, we will write to you to advise you of the next step. If we are satisfied with your performance, no further action will be taken. If we are not satisfied with the your performance, the matter may be progressed to Stage 3 or, if we feel that there has been a substantial but insufficient improvement, the review period may be extended.

### *Dismissal*

Failure to improve performance in response to the Procedure so far will normally lead to Dismissal, with appropriate notice. We may first consider redeploying you with your agreement to another available job at the same or lower grade which is more suited to your abilities. A dismissal decision will only be made after the fullest possible investigation. Dismissal can be authorised only by a [senior Manager]. You will be informed of the reasons for dismissal, the appropriate period of notice, the date on which your employment will terminate and how you can appeal against the dismissal decision.

### *Appeals*

You may appeal against any decision under this Capability Procedure, including dismissal, to a senior Manager within five working days of the decision. Appeals should be made in writing and state the grounds for appeal.

You will be invited to attend an appeal hearing chaired by the senior Manager. At the appeal hearing, you will again be given the chance to state your case and will have the right to be accompanied by a Trade Union Official, Trade Union Representative or a fellow employee of your choice. Following the appeal hearing you will be informed in writing of the results of the Hearing.

The Company's decision on an appeal will be final.

### *Criminal records (Disclosure & Barring)*

Many posts within the Home are exempt, because of the nature of the work, from the provisions of Section 4(2) of the Rehabilitation of Offenders Act 1974, by virtue of the Exceptions Order 1975 as amended. This means that all convictions, including those that are 'spent' under the terms of the Rehabilitation of Offenders Act 1974 must be declared by those employees whose posts are exempt. Disclosure & Barring (DBS) checks are carried out on relevant employees at the commencement of their employment and any subsequent convictions must be notified to a member of Management. "Convictions" include convictions in a court of law, police cautions, reprimands and final warnings.

### *SOVA (Safeguarding of Vulnerable Adults)*

If your position involves regular contact with residents we are required to check whether or not your name is included on the Safeguarding of Vulnerable Adults (SOVA) list as being unsuitable to work with vulnerable adults.

In addition, if we believe that you are guilty of misconduct that harmed a vulnerable adult or placed a vulnerable adult at risk of harm, we have a statutory duty to refer your name to the Secretary of State for possible inclusion on the SOVA list. This duty also applies in relation to ex-employees.

## *Communication and representation policy*

### *Introduction*

The Home will take every step to communicate to all employees with particular respect to its services, and plans for the future, etc. It also encourages employees to express their views in terms of suggestions and opinions.

### *Notice boards*

All statutory notices, vacancies, internal information and all other matters of general interest will be displayed on the official notice board. Employees wishing to display notices relating to social, sporting or domestic activities should obtain permission from their Manager to do so.

### *The Employee Handbook*

All employees will be given a copy of this Handbook at the beginning of their employment with the Home. After that time a copy will always be available on the premises.

Any queries arising from the contents should initially be addressed to the Manager.

### *Trade Union membership and recognition*

The Home recognises your right either to join or not to join a trade union of your choice.

The Home has a recognition agreement with the GMB union

### *Telephones (including mobile telephones)*

Employees may use the Home's telephone system for local calls within reason and in cases of personal emergency. If possible authority should be sought from Management before the call is made and if not as soon as possible afterwards. Private mobile telephones should be switched off during working hours, stored in your personal locker and only used during break times

### *Postal mail*

All posted mail delivered to the Home, except residents' mail, is opened centrally even if it is addressed as personal or has confidentiality marking. Therefore, no personal mail should be sent to the Home or personal mail sent out using the Home's system.

### *Statements to relatives*

Statements or opinions relating to residents physical or mental well being must only be given by designated staff.

## *Computer policy*

### *Computer usage*

Employees must keep their passwords confidential and must not disclose them to any other party. They must never use another employee's username and password.

Employees are not permitted to load any software on to the Company's computer system without Management's prior permission.

On the termination of employment, or at Management's request, employees must return all information that they have in a computer compatible format to a nominated member of staff.

All information, programs and systems created by employees during the course of their employment with the Company will remain the property of the Company.

Employees are not permitted to play computer games in Company time or on Company terminals or laptops.

## *Email*

Employees are prohibited from using personal email addresses for any work-related purpose.

The Company gives designated employees access to an email facility in order to improve business communication and efficiency. This is the primary purpose of this facility and although personal emails are permitted, the primary purpose of this facility should be remembered. The Company would ask its employees not to abuse the facility.

With this in mind it is important that emails are not used to spread gossip or to distribute information, jokes or graphics that are or could be said to be, any of the following:

- sexist or sexual in nature,
- racist or otherwise discriminatory,
- obscene,
- offensive,
- defamatory,
- malicious and/or unacceptable nature,
- otherwise conflicting with the interests of the Company.
- The distribution of chain letters by email is also expressly forbidden.

Employees must not use company emails to distribute anything that is copyright protected or to use them for personal interests. If in doubt, Management guidance should be sought.

Messages sent by email could give rise to legal action against the Company. It is therefore important that thought is given to the content of all emails.

The Company reserves the right to monitor email messages in order to assess whether the facility is being used for legitimate purposes, to retrieve information following suspected computer failure or to investigate alleged acts of wrongdoing.

Misuse of the email facility will result in disciplinary action.

## *Internet use*

Employees have a duty to use the Internet responsibly.

Employees must not access or display any sites or pages that are sexually explicit or offensive. Breach of this rule may result in dismissal. If an employee receives information from, or accesses any such site unintentionally, the computer must be closed down or disconnected from the network and Management must be informed immediately.

Although sensible and limited personal use of the Internet is permitted, the Company reserves the right to take disciplinary action against employees where their usage is such as to amount to an abuse of this rule.

## *Social Media*

All employees:

1. Must recognize that they have an ethical and legal obligation to maintain Residents' privacy and confidentiality at all times;

2. Are strictly prohibited from transmitting by way of any electronic media any Resident-related image;
3. Are restricted from transmitting any information that may be reasonably anticipated to violate the rights of Residents to confidentiality or privacy, or otherwise degrade or embarrass the Resident;
4. Must not share, post or otherwise disseminate any information, including images, about a Resident with anyone unless there is a care related need to disclose the information or other legal obligation to do so;
5. Must not identify Residents by name or post or publish information that may lead to the identification of a Resident. Limiting access to postings through privacy settings is useful, and to be recommended, but is not sufficient to ensure privacy;
6. Must not refer to Residents in a disparaging manner, even if the Resident is not identified;
7. Must not take photos or videos of Residents on personal devices, including mobile phones;
8. Must not communicate with Residents or their friends/families on any form of Social Media. This means that staff are prohibited from being Facebook friends with Residents and their friends/families;
9. Must not set-up work-related social media groups with other employees.
10. Must promptly report any identified breach of confidentiality or lack of respect for privacy;
11. Must not make disparaging remarks about the Home or co-workers, or make threatening, harassing, profane, obscene, sexually explicit, racially derogatory, homophobic or other offensive comments;
12. Must not post content or otherwise speak on behalf of the Home unless authorised to do so and follow all applicable policies of the Home.
13. Must not allow social media interactions of any sort to interfere with their obligations at work.

## *Private dealings with residents*

You must not accept money or gifts from residents or their relatives without the Home's permission. Any such offers made to you must be reported to the Management.

You must not agree to any request from a resident or relative to act as a witness or executor for any will or power of attorney. Any such requests must be re-directed to Management.

## *Training policy*

### *Introduction*

Day to day training is the responsibility of Management who can call on specialised skills and knowledge within the Home and from external sources for advice on training matters. Training will be arranged during normal working hours whenever possible but there may be occasions when employees will be required to attend training outside their normal working hours.

## *Aims*

The aims of the policy are:

- To provide induction training for all new employees, including relevant health and safety information.
- To provide job specific training to all new employees and to existing employees who are changing job within the Home, including health and safety information.
- To identify the longer-term development needs of those employees with potential to progress beyond their present job and to meet those needs when they are consistent with the needs of the Home.
- To meet any continuing professional development obligations.

## *Procedures*

The procedures for training are:

- A record will be kept for each employee showing the training received.
- The training records will be monitored on a regular basis and the needs checked.
- All training programmes will be monitored and revised as necessary in order to meet changing business needs.

The Home will provide any necessary training and will meet the costs involved. However, if an employee's employment ends within nine months of completing any external training course for any reason except redundancy, the employee must reimburse the cost of any training on a pro-rata basis. Employees will be required to sign an 'Agreement to deduct from pay' prior to starting any external course, which authorises the Home to make this deduction from any final payment where applicable.

You should make all effort to attend training as it is a requirement of the job which you carry out. You may be charged a nominal fee if you fail to attend training. This will be deducted through payroll.

## *Lay off/short time working*

If a situation arises where there is a reduction of work, or there is any other occurrence that affects the normal running of the business, the Home has the right to either lay off without pay other than Statutory Guarantee Pay or to implement shorter working hours. This procedure is in line with your terms and conditions of employment.

The Home also reserves the right to select the employees best suited to carry out whatever work is available.

Employees will be offered alternative work wherever possible.

Employees who are laid off must still be available for work as and when necessary since continuity of service is not affected by any period of lay off.

The Home will pay Statutory Guarantee Pay in accordance with the current Government regulations.

Any employee who is laid off for longer than the Statutory Guarantee Pay period will be given a letter to take to the relevant Government Agency. Employees should then be able to sign on as temporarily unemployed, even though they will still be employed by the Home.

## *Redundancy policy*

If a redundancy situation arises, for whatever reason, the Home will take whatever steps are reasonable in an effort to avoid compulsory redundancies, e.g.:

- Analyse overtime requirements.
- Reduce hours.
- Lay off with Statutory Guarantee Pay.
- Ask for voluntary redundancies, whether anyone has plans to retire early or is considering a career move.

If compulsory redundancies are necessary, employees will be involved and consulted at various meetings to discuss selection criteria, any alternative positions, and be given every opportunity to put forward any views of their own.

Employees will be given the opportunity to discuss the selection criteria drawn up. The Home reserves the right to reject any voluntary applications for redundancy if it believes that the volunteer has skills and experience that need to be retained for the future viability of the business.

## *Data protection policy*

The Company records relevant employee information on its personnel systems. These systems are both manual and computerised and employees have the right to access all their data if it is stored in a “relevant filing system”, in accordance with the Data Protection Act 1998. Employees wishing to see their records must submit a request in writing to their Line Manager. A charge of £10.00 will be made for any requests and a minimum written notice period of seven days must be given for arrangements to be made to view the information. A further charge may be applicable should you wish to copy any information from your records.

## *Environment policy*

There is a growing awareness of the need to protect the environment, a view supported by the Home. Employees should make every effort within their sphere of control to minimise any adverse effect of the Home on the environment. Examples include:

- Turning off lights when not required.
- Turning down heating levels where appropriate.
- Co-operating with any recycling systems for waste paper etc. that are introduced.

## *Smoking policy*

The Home has a policy that forbids smoking except in designated smoking areas during designated break times. Local NHS Stop Smoking Services – smokers are four times more likely to give up smoking the support of their local NHS Stop Smoking Service and nicotine gum and patches. Call the NHS Smoking Helpline on 0800 022 4 332 or visit <http://smokefree.nhs.uk/> to find a local services.

You should be aware that failure to observe the code relating to smoking will be regarded as a serious disciplinary offence.

## *Electronic Cigarettes (E-cigarettes)*

E-cigarettes are battery-powered devices that claim to provide inhaled doses of nicotine by way of a vaporised solution. They do not contain tobacco. However, it has been determined that e-cigarettes meet the definition of a combination drug delivery device. They are not a proven safe alternative to smoking and may pose a safety risk to others. There is no scientific evidence at this time to show that they help smokers quit.

As we have the responsibility to protect the health and safety of staff, patients and visitors it has been agreed that the use of electronic or e-cigarettes will only be permitted in those areas designated for smoking. The rules around the use of e-cigarettes will mirror those of traditional cigarettes. ( ie they must be used only in designated smoking areas and within normal staff break periods, they must not be taken into clinical areas and must be kept in lockers during working hours)

Failure to comply with this policy will result in disciplinary action and possible criminal prosecution.

## *Dress code policy*

Employees represent the Home whenever they meet visitors and we would ask that employees' appearance should be smart and business like at all times.

Employees who have been given a uniform or name badge should wear them at all times whilst on the Home's business. Uniforms must be kept clean, pressed and presentable. In the interest of preventing infection, uniforms should not be worn outside the home.

Any personal protective equipment that is issued by the Home must be worn at the relevant time. Failure to wear this equipment may result in disciplinary action.

## *Recruitment & Selection Policy*

The Company has a Recruitment & Selection Policy which is available to view on the Home's website. This outlines the procedure and process which is followed when recruiting employees.

## *Work Permit*

If you are working under a work permit issued by the Home Office you are legally bound to adhere to any restrictions placed on you (eg number of weekly hours to be worked). You are also required to notify us immediately given any change in your leave to remain status.

You are required to provide evidence of your right to work documentation on an annual basis and must supply this when requested.

## *Requesting References*

Any references which are needed for another job, rental agreement or any similar thing must be addressed and responded to by the Registered Manager. It is not Company policy for anyone else other than the Registered Manager to respond to reference requests. Any reference requests should be passed to the Registered Manager.

## *Appraisal and Supervision*

The Company Staff Appraisal Policy is designed to facilitate a systematic review of each individual staff member's achievements against objectives set and agreed with an appraising manager on an annual basis, whilst the supervision process is a rolling programme allowing an evaluation and record of related individual development needs.



## *Revalidation of Nurses*

All Nurses are expected to abide by the NMC Nurse revalidation. It is your responsibility as a Nurse to ensure you maintain your registration.

# *Employee Handbook receipt*

This Handbook has been drawn up by the Home to provide you with information on policies and procedures. It is important for you to read the Handbook carefully as this, together with your Contract of Employment, sets out your main terms and conditions of employment.

The information covers a wide range of subjects relating to your employment and in the event that information in this Handbook conflicts with terms and conditions as stated in your Contract of Employment, the Contract will take precedence.

If you have any questions or any part of the Handbook is unclear to you, please do not hesitate to raise any queries with Management.

It is important that you do this before signing that you have read, understood and are willing to abide by all the Home's terms and conditions.

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I acknowledge receipt of this Employee Handbook, which is the property of the Home, and which forms an integral part of my Contract of Employment.

Received by ..... (Employee)

Signed .....

Date .....