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**EMPLOYEE HANDBOOK**

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| **EMPLOYEE HANDBOOK ISSUE & UPDATES** | | |
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**CICA Solutions**

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|  | **INTRODUCTION** |

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

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

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

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

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

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| **JOINING OUR ORGANISATION** |

**A) CRIMINAL RECORD CERTIFICATE(S)**

Your initial employment is conditional upon the provision of a satisfactory Criminal Records Certificate (DBS) of a level appropriate to your post. You will be required to consent to subsequent criminal record checks from time to time during your employment as deemed appropriate by the organisation. In the event that such certificate(s) are not supplied your employment with us will be terminated.

**B) CONVICTIONS AND OFFENCES**

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

**C) PROBATIONARY PERIOD**

You join us on an initial probationary period of three months. During this period your work performance and general suitability will be assessed and, if it is satisfactory, your employment will continue. However, if your work performance is not up to the required standard, or you are considered to be generally unsuitable, we may either take remedial action (which may include the extension of your probationary period) or terminate your employment at any time.

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

**D) EMPLOYEE TRAINING**

At the commencement of your employment you will receive training for your specific job, and as your employment progresses your skills may be extended to encompass new job activities within the business. It is a condition of your employment that you participate in any training deemed necessary by us for you to reach the required levels of attainment standards.

**E) TRAINING AGREEMENT**

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

**F) JOB DESCRIPTION**

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

**G) JOB FLEXIBILITY**

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

**H) MOBILITY**

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

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| **WAGES ETC.** |

**A) ADMINISTRATION**

1. Payment

a. For all staff the pay week ends on Sunday midnight. Wages are paid each Friday in arrears.

b. You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions which have been made and the reasons for them, e.g. Income Tax, National Insurance etc.

c. Any queries that you may have should be raised with the Area Manager.

2. Overpayments

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

3. Income Tax and National Insurance

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

**B) LATENESS/ABSENTEEISM**

1. You must attend for work punctually at the specified time(s) and you are required to comply strictly with any time recording procedures relating to your area of work.

2. All absences must be notified in accordance with the sickness reporting procedures laid down in this Employee Handbook.

3. Lateness or absence may result in disciplinary action and/or loss of appropriate payment.

**C) SHORTAGE OF WORK**

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

**D) STAKEHOLDER PENSIONS**

If you wish to join a stakeholder pension, we will make the necessary arrangements. Please contact the Manager for further details.

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| **HOLIDAY ENTITLEMENT AND CONDITIONS** |

**A) ANNUAL HOLIDAYS**

1. Your annual holiday entitlement is shown in your individual Statement of Main Terms of Employment (Form SMT).

2. It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. We do not permit holidays to be carried forward and no payment in lieu will be made in respect of untaken holidays other than in the event of termination of your employment.

3. You must complete the holiday request form and have it signed by the Area Manager before you make any firm holiday arrangements.

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

5. You should give at least four weeks notice of your intention to take holidays and one weeks notice is required for odd single days.

6. You may not normally take more than two working weeks consecutively.

7. You may not normally take any holiday during the two weeks over Christmas and New Year.

8. Your holiday pay will be at your normal basic pay unless shown otherwise on your Statement of Main Terms.

**B) PUBLIC/BANK HOLIDAYS**

Your entitlement to public/bank holidays is shown in your individual Statement of Main Terms of Employment.

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| **SICKNESS/INJURY PAYMENTS AND CONDITIONS** |

**A)** **NOTIFICATION OF INCAPACITY FOR WORK**

1. You must notify us by telephone on the first day of incapacity at the earliest possible opportunity and by no later than two hours before the start of your shift. Other than in exceptional circumstances notification should be made personally, to the Area Manager. You should try to give some indication of your expected return date and notify us as soon as possible if this date changes.

2. If your incapacity extends to morethan seven days you are required to notify us of your continued incapacity once aweekthereafter.

**B) EVIDENCE OF INCAPACITY**

1. Doctor's certificates are not issued for short-term incapacity. In these cases of incapacity (up to and including seven calendar days) you must sign a self-certification absence form on your return to work.

2. If your sickness has been (or you know that it will be) for longer than seven days (whether or not they are working days) you should see your doctor and make sure he/she gives you a medical certificate and forward this to us without delay. Subsequently you must supply us with consecutive doctor's medical certificates to cover the whole of your absence.

**C) PAYMENTS**

1. You are entitled to statutory sick pay (SSP) if you are absent for four or more consecutive days because of sickness or injury provided you meet the statutory qualifying conditions. SSP is treated like wages and is subject to normal deductions.

2. Qualifying days are the only days for which you are entitled to SSP. These days will be notified to you. The first three qualifying days of absence are waiting days for which SSP is not payable. Where a second or subsequent period of incapacity (of four days or more) occurs within 56 days of a previous period of incapacity, waiting days are not served again.

3. Where the circumstances of your incapacity are such that you receive or are awarded any sum by way of compensation or damages in respect of the incapacity from a third party, then any payments which we may have made to you because of the absence (including SSP) shall be repaid by you to us up to an amount not exceeding the amount of the compensation or damages paid by the third party and up to, but not exceeding, any amount paid by us.

**D) RETURN TO WORK**

1. You should notify the Area Manager or the Administrator as soon as you know on which day you will be returning to work, if this differs from a date of return previously notified.

2. If you have been suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must notreport for work without clearance from your own doctor.

Separate rules relating to infectious diseases and those whose duties may involve handling food are to be found later in this handbook and, if appropriate to your duties, you must familiarise yourself with them.

3. On return to work after any period of sickness/injury absence (including absence covered by a medical certificate), you are also required to complete a self-certification absence form and hand this to the Area Manager or the Administrator.

4. Upon returning to work after any period of sickness/injury absence, you may be required to attend a “return to work” interview to discuss the state of your health and fitness for work. Information arising from such an interview will be treated with strictest confidence.

**E) GENERAL**

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

2. In deciding whether your absence is acceptableor not we will take into account the reasons and extent of all your absences, including any absence caused by sickness/injury. We cannot operate with an excessive level of absence as all absence, for whatever reason, reduces our efficiency.

3. We will take a serious view if you take sickness/injury leave which is not genuine, and it will result in disciplinary action being taken.

4. If we consider it necessary, we may ask your permission to contact your doctor and/or for you to be independently medically examined.

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| **SICKNESS SELF-CERTIFICATION ABSENCE** | Form SCA |

**This form should be completed on your return to work following any period of sickness.**

**If you are returning to work after a period of sickness of more than 7 calendar days a medical certificate or certificates should already have been provided to cover the period of absence in excess of these first seven days.**

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| **NAME:** |  |
| **Dates of sickness**  **FROM (Including non-working days) TO**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ am/pm \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ am/pm**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ date** | |
| **Dates of absence**  **FROM TO**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ am/pm \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ am/pm**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ date** | |
| **Details of sickness or injury** | |
| **Did you consult a Doctor? YES/NO. If YES please give details of:** **Doctor's name, address, date of visit, treatment received and any current treatment. If NO please state why not.** | |
| **Declaration**  **I certify that I was incapable of work because of my sickness/injury on the dates shown above and that this information is true and accurate.**  **I acknowledge that false information will result in disciplinary action.**  **I hereby give my employer permission to verify the above information.**  **Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Acknowledged \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **(employee) (for employer)**  **Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | |

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| **SAFEGUARDS** |

**A) IDENTITY CARD**

If you are a regular visitor to service users' homes, you will have been issued with an identity card. It must be carried during all working hours and shown to a service user on request. The card remains our property and must be returned to us if your employment ends, or at any other time on request.

**B) RIGHTS OF SEARCH**

1. Although we do not have the contractual right to carry out searches of employees and their property (including vehicles) whilst they are on our premises or business, we would ask all employees to assist us in this matter should we feel that such a search is necessary.

2. Where practicable, searches will be carried out in the presence of a colleague of your choice who is available on the premises at the time of the search. This will also apply at the time that any further questioning takes place.

3. We reserve the right to call in the police at any stage.

**C) CONFIDENTIALITY**

1. All information that:-

a. is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence,

b. relates particularly to our business, or that of other persons or bodies with whom we have dealings of any sort, and

c. has not been made public by, or with our authority,

shall be confidential, and (save in the course of our business or as required by law) you shall not at any time, whether before or after the termination of your employment, disclose such information to any person without our written consent.

2. You are to exercise reasonable care to keep safe all documentary or other material containing confidential information, and shall at the time of termination of your employment with us, or at any other time upon demand, return to us any such material in your possession.

3. You are required to comply with our policies and procedures on service user confidentiality and data protection.

**D) ACCEPTANCE OF GIFTS, ETC.**

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

**E) STATEMENTS TO RELATIVES**

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

**F) STATEMENTS TO THE MEDIA**

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

**G) CLIENTS PREMISES**

It is a condition of your employment that you must not take unauthorised persons on to our clients’ premises without prior permission from the Area Manager. Whilst on the client’s premises, you must not use any of their equipment unless it is for emergency purposes or you have the prior approval of the Area Manager.

**H) KEYHOLDING**

If you are a key holder for our premises it is your responsibility to ensure that the keys are kept safe and secure at all times. They must not be copied or allowed to be used by any unauthorised person. If the keys are lost or stolen at any time you must inform the Area Manager immediately. Failure to comply with these requirements may result in disciplinary action being taken.

The last person to leave the premises at the end of each day must ensure the lights are turned off, electrical equipment as appropriate is switched off, windows are closed, doors are locked and that the premises are left safe and secure.

**I) VIRUS PROTECTION PROCEDURES**

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

a. unauthorised software including public domain software, magazine cover disks/CDs or Internet/World Wide Web downloads must not be used; and

b. all software must be virus checked using standard testing procedures before being used.

**J) USE OF COMPUTER EQUIPMENT**

1. In order to control the use of the organisation’s computer equipment and reduce the risk of contamination the following will apply:-

a. The introduction of new software must first of all be checked and authorised by the Area Manager before general use will be permitted.

b. Only authorised staff should have access to the organisation’s computer equipment.

c. Only authorised software may be used on any of the organisation’s computer equipment.

d. Only software that is used for business applications may be used.

e. No software may be brought onto or taken from the organisation’s premises without prior authorisation.

f. Unauthorised access to the computer facility will result in disciplinary action.

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

**K)** **E-MAIL AND INTERNET POLICY**

1. Introduction

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

2. Internet

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

3. E-mail

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

4. Procedures - Authorised Use

a. Unauthorised or inappropriate use of the E-mail system may result in disciplinary action which could include summary dismissal.

b. The E-mail system is available for communication and matters directly concerned with the legitimate business of the organisation. Employees using the E-mail system should give particular attention to the following points:-

i) all comply with organisation communication standards;

ii) E-mail messages and copies should only be sent to those for whom they are particularly relevant;

iii) E-mail should not be used as a substitute for face-to-face communication or telephone contact. Flame mails (i.e. E-mails that are abusive) must not be sent. Hasty messages sent without proper consideration can cause upset, concern or misunderstanding;

iv) if E-mail is confidential the user must ensure that the necessary steps are taken to protect confidentiality. The organisation will be liable for infringing copyright or any defamatory information that is circulated either within the organisation or to external users of the system; and

v) offers or contracts transmitted by E-mail are as legally binding on the organisation as those sent on paper.

c. The organisation will not tolerate the use of the E-mail system for unofficial or inappropriate purposes, including:-

i) any messages that could constitute bullying, harassment or other detriment;

ii) personal use (e.g. social invitations, personal messages, jokes, cartoons, chain letters or other private matters);

iii) on-line gambling;

iv) accessing or transmitting pornography;

v) transmitting copyright information and/or any software available to the user; and

vi) posting confidential information about other employees, the organisation or its customers or suppliers.

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| **STANDARDS** |

**A) WASTAGE**

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

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

3. The following provision is an express written term of your contract of employment:-

a. any damage caused by you that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement;

b. any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss.

4. In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

**B) STANDARDS OF DRESS**

As you are liable to come into contact with service users and members of the public, it is important that you present a professional image with regard to appearance and standards of dress. Where uniforms are provided, these must be worn at all times whilst at work and laundered on a regular basis.  You will be required to pay towards the cost of the uniform and in the event you or the company terminate your employment prior to your contribution to the cost of the uniform being paid in full the company reserve the right to deduct the outstanding monies from your final wage.  This will be in accordance with current legislation and is an express written term of your contract of employment.

Where uniforms are not provided, you should wear clothes appropriate to your job responsibilities, and they should be kept clean and tidy at all times.

**C) HOUSEKEEPING**

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

**D) PENSION/PENSION CARDS**

Should the Home Support Worker be required to pay for the shopping, bills, etc. from pension monies, on behalf of the Service User this is an acceptable practice. Where this occurs till roll receipts, where available from the shopping should be retained by the Service User not the Home Support Worker. Where bills are paid the Service User should be handed back the paid portion of the bill. Under no circumstances should Home Support Workers hold a clients card or accept nomination to hold a clients pension card.

**E) PAYMENT OF BILLS**

Where the Home Support Worker is required to purchase stamps, for example gas/electricity, receipts should be issued for the transaction of monies received and the number of stamps and balance of monies handed to the Service User.

**F) SHOPPING**

1. Where the Home Support Worker is required to carry out shopping on behalf of the Service User receipts should be issued for the transaction of monies received from and returned to, the Service User.

2. Till roll receipts, where available, from the shopping should be retained by the Service User not the Home Support Worker.

**G) ACCOUNTABILITY**

1. Home Support Workers are accountable at all times for the safe keeping of Service Users monies and financial documentation whilst in their possession.

2. Should a Home Support Worker misappropriate monies entrusted to them by the Service User for the purpose of shopping, collection of pension, payment of bills, or other recognized financial activity, disciplinary action must ensue and the matter referred to the Police.

3. Individual Service User monies must not be used for any purpose other than specific administration of that Service User’s affairs.

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| **HEALTH, SAFETY, WELFARE AND HYGIENE** |

**A) SAFETY**

1. You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately.

2. You must not take any action which could threaten the health or safety of yourself, other employees, service users or members of the public.

3. Protective clothing and other equipment which may be issued for your protection because of the nature of your job must be worn at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear is your responsibility.

4. You must ensure that you are aware of our fire and evacuation procedures and the action you should take in the event of such an emergency.

**B) ALCOHOL & DRUGS POLICY**

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

The effects of alcohol and drugs can be numerous:-

(these are examples only and not an exhaustive list)

a. absenteeism (e.g. unauthorised absence, lateness, excessive levels of sickness, etc.);

b higher accident levels (e.g. at work, elsewhere, driving to and from work); and

c. work performance (e.g. difficulty in concentrating, tasks taking more time, making mistakes, etc.).

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

**C) HYGIENE**

1. Any exposed cut or burn must be covered with a first-aid dressing.

2. If you are suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must notreport for work without clearance from your own doctor.

3. Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

**D) HYGIENE FOR FOOD HANDLERS**

1. You must wash your hands immediately before commencing work and after using the toilet.

2. Any cut or burn on the hand or arm must be covered with an approved visible dressing.

3. Head coverings and overalls/uniforms, where provided, must be worn at all times.

4. No jewellery should be worn, other than wedding rings, without the permission of the Area Manager.

5. You should not wear excessive amounts of make-up or perfume and nail varnish should not be worn. Nails should be kept clean and short.

6. If you are suffering from an infectious or contagious disease or illness, or have a bowel disorder, boils, skin or mouth infection, you must notreport for work without clearance from your own doctor.

7. Contact with any person suffering from an infectious or contagious disease must be reported and you must have clearance from your own doctor before commencing work.

**E) SMOKING RULES**

Smoking is not permitted on or around any of the sites or service user premises.

**F) CLIENTS’ HOME**

1. **DO NOT** smoke in a client’s house.

2. **DO NOT** have a beverage unless invited to do so and following the completion of tasks.

3. **DO NOT** discuss any client with another client or any other person other than those involved in their “care plan”. Any information regarding a client must be treated with strict confidentiality.

4. Any staff member thought to be guilty of a breach of service users confidentiality will be investigated as per the procedure laid out “Disciplinary Procedure”.

5. **DO NOT** use client’s telephone to make or receive calls not directly relating to their care plan.

6. **DO NOT** attend a client’s home whilst under the influence of, or smelling of alcohol.

7. **DO NOT** take anyone other than authorised persons i.e. trainees or supervisors to the clients home. Authorisation must be confirmed with the client prior to taking any person to the clients home.

8. **DO NOT** take pets in to clients home.

**G) EMERGENCY SITUATIONS**

1. If there is a need for the emergency services and the client resides in a warden controlled dwelling, then raise the alarm and contact the warden who will notify the family, you must notify the office.
2. If you are unable to gain entry into the service user’s home seek information from neighbours as to their whereabouts, e.g. emergency hospital admission. If the circumstances are suspicious then notify the Office at once.

3. If the client needs a doctor then call for a home visit, the Manager or Warden if appropriate, will notify the family. If the client needs a doctor but refuses permission, you should contact the office for instruction.

4. In the case of sudden death contact the emergency services (dial 999) immediately and if possible contact the next of kin. Inform the office as soon as possible.

5. If confronted with problematic relatives, friends or neighbours, then remain calm do not respond by shouting, agitated behaviour in kind, and attempt to complete your tasks. If unable to, then quickly leave and in both cases inform the Manager immediately

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| **GENERAL TERMS OF EMPLOYMENT, INFORMATION AND PROCEDURES** |

**A) CHANGES IN PERSONAL DETAILS**

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

**B) OTHER EMPLOYMENT**

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

a. Working hours;

b. Competition, reputation and credibility;

c. Conflict of Interest;

d. Health, safety and welfare.

You will be notified in writing of the Company’s decision. The Company may refuse to consent to your request. If you work without consent this could result in the termination of your employment.

If you are unhappy with the decision you may appeal using the Grievance Procedure.

**C) TIME OFF**

Circumstances may arise where you need time off for medical/dental appointments, or for other reasons. Where possible, such appointments should be made outside normal working hours. If this is not possible, time off required for these purposes may be granted at the discretion of the Area Manager and will normally be with pay.

**D) MATERNITY/PATERNITY LEAVE AND PAY**

You may be entitled to maternity/paternity leave and pay in accordance with the current statutory provisions. If you (or your partner) become pregnant you should notify the Area Manager at an early stage so that your entitlements and obligations can be explained to you.

**E) PARENTAL LEAVE**

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

**F) TIME OFF FOR DEPENDANTS**

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

**G) BEREAVEMENT LEAVE**

Reactions to bereavement may vary greatly according to individual circumstances and the setting of fixed rules for time off is therefore inappropriate. You should discuss your circumstances with the Area Manager and agree appropriate time off, which will normally be without pay.

**H) PROPERTY**

1. You are responsible for the safety and security of your own property and we do not accept any liability for any loss of, or damage to, property that may occur when you are on our service users' premises.

2. You must safeguard and account for any cash which is entrusted to you in accordance with our rules and procedures.

**I) CAR INSURANCE**

If you are using your own car on our business you must ensure that your car insurance provides the proper level of cover for you to satisfactorily complete your duties.

**J) DRIVING LICENCE**

If it is a requirement of your job duties that you possess a current driving licence, the loss of such a licence as a result of a motoring conviction or on health grounds, may, if we are unable to provide suitable alternative employment, lead to the termination of your employment. You are required, wherever requested, to produce your driving licence for our inspection at any time when so requested.

**K) TRAVEL EXPENSES**

We will reimburse you for any reasonable expenses incurred whilst travelling on our business. The rules relating to travelling expenses will be issued separately. You must provide receipts for any expenditure.

**L) FINES**

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

**M) MAIL**

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

**N) BUYING OR SELLING OF GOODS**

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

**O) FRIENDS AND RELATIVES CONTACT / TELEPHONE CALLS / MOBILE PHONES**

You should discourage your friends and relatives from either calling on you in person or by telephone except in an emergency. Incoming personal telephone calls are allowed only in the case of emergency. Outgoing personal calls can only be made with the prior permission of the Area Manager. Personal mobile phones should be switched to silent during working hours.

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

**P) SERVICE USER RELATIONS**

1. Our business involves the provision of services to service users and some of our employees are employed to perform work on behalf of those service users, often on their own premises. Because of this relationship, our service users may, on rare occasions, require that such an employee be removed from a job in accordance with their contract with us. In such circumstances we will investigate the reasons for such requests. However, if our service user maintains their stance we will then take all reasonable steps to ensure that alternative work is provided. If this is not possible we may have no alternative but to terminate such an individual’s employment. This procedure is separate from any concurrent disciplinary matter that may need to be addressed.

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

**Q) PUNCTUALITY AND ATTENDANCE**

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

**R) OTHER POLICIES AND PROCEDURES**

The organisation has a number of other Policies and Procedures that will have been explained to you during your induction. Copies of these will have been provided to you separately or are available on request from our offices.

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| **WHISTLE-BLOWERS** |

1. If you believe that the company is involved in any form of wrongdoing such as:

a. committing a criminal offence;

b. failing to comply with a legal obligation;

c. endangering the health and safety of an individual;

d. environmental damage; or

e. concealing any information relating to the above

you should in the first instance report your concerns to the Area Manager who will treat the matter with complete confidence. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the appropriate organisation or body, e.g. the Police, the Environment Agency, Health and Safety Executive or Social Services Department.

2. If you do not report your concerns to the Area Manager you may take them direct to the appropriate organisation or body.

3. The Public Interest Disclosure Act 1998 prevents you from suffering a detriment or having your contract terminated for ‘whistle-blowing’ and we take very seriously any concerns which you may raise under this legislation.

4. We encourage you to use the procedure if you are concerned about any wrong doing at work. However, if the procedure has not been invoked in good faith (e.g. for malicious reasons or in pursuit of a personal grudge), then it will make you liable to immediate termination of engagement or such lesser disciplinary sanction as may be appropriate in the circumstances.

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| **CAPABILITY PROCEDURES** |

**A) INTRODUCTION**

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

**B) JOB CHANGES/GENERAL CAPABILITY ISSUES**

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

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

3. If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work, or if your level of performance has a serious or substantial effect on our organisation or reputation, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.

4. If such improvement is not forthcoming after a reasonable period of time, you will be dismissed with the appropriate notice.

**C) PERSONAL CIRCUMSTANCES/HEALTH ISSUES**

1. Personal circumstances may arise which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice. Under normal circumstances this can be most easily obtained by asking your own doctor for a medical report. Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

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

**D) SHORT SERVICE STAFF**

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

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| **DISCIPLINARY PROCEDURES** |

**A) INTRODUCTION**

1. It is necessary to have a minimum number of rules in the interests of the whole organisation.

2. The rules set standards of performance and behaviour whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is our aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals, where they are failing to meet the required standards, and not be seen merely as a means of punishment. We reserve the right to amend these rules and procedures where appropriate.

3. Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case and appeal against any decision that you consider to be unjust.

4. The following rules and procedures should ensure that:-

a. the correct procedure is used when requiring you to attend a disciplinary hearing;

b. you are fully aware of the standards of performance, action and behaviour required of you;

c. disciplinary action, where necessary, is taken speedily and in a fair, uniform and consistent manner;

d. you will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case. On some occasions temporary suspension on full pay may be necessary in order that an uninterrupted investigation can take place. This must not be regarded as disciplinary action or a penalty of any kind;

e. other than for an "off the record" informal reprimand, you have the right to be accompanied by a fellow employee at all stages of the formal disciplinary process;

f. you will not normally be dismissed for a first breach of discipline, except in the case of gross misconduct; and

g. if you are disciplined, you will receive an explanation of the penalty imposed and you will have the right to appeal against the finding and the penalty.

**B) DISCIPLINARY RULES**

It is not practicable to specify all disciplinary rules or offences that may result in disciplinary action, as they may vary depending on the nature of the work. In addition to the specific examples of unsatisfactory conduct, misconduct and gross misconduct shown in this handbook, a breach of other specific conditions, procedures, rules etc. that are contained within this handbook or that have otherwise been made known to you, will also result in this procedure being used to deal with such matters.

**C) RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT**

(these are examples only and not an exhaustive list)

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

a. failure to abide by the general health and safety rules and procedures;

b. smoking in designated non smoking areas;

c. possession and/or consumption of alcohol;

d. persistent absenteeism and/or lateness;

e. unsatisfactory standards or output of work;

f. rudeness towards service users, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language;

g. failure to devote the whole of your time, attention and abilities to our organisation and its affairs during your normal working hours;

h. failure to carry out all reasonable instructions or follow our rules and procedures;

i. unauthorised use or negligent damage or loss of our property;

j. failure to report immediately any damage to property or premises caused by you;

k. if your work involves driving, failure to report immediately any type of driving conviction, or any summons which may lead to your conviction;

l. loss of driving licence where driving on public roads forms an essential part of the duties of the post; and

m. failure to abide by the Code of Conduct and Practice issued by the General Social Care Council, a copy of which is available for inspection in the office.

**D) SERIOUS MISCONDUCT**

1. Where one of the unsatisfactory conduct or misconduct rules has been broken and if, upon investigation, it is shown to be due to your extreme carelessness or has a serious or substantial effect upon our operation or reputation, you may be issued with a final written warning in the first instance.

2. You may receive a final written warning as the first course of action, if, in an alleged gross misconduct disciplinary matter, upon investigation, there is shown to be some level of mitigation resulting in it being treated as an offence just short of dismissal.

**E) RULES COVERING GROSS MISCONDUCT**

Occurrences of gross misconduct are very rare because the penalty is dismissal without notice and without any previous warning being issued. It is not possible to provide an exhaustive list of examples of gross misconduct. However, any behaviour or negligence resulting in a fundamental breach of contractual terms that irrevocably destroys the trust and confidence necessary to continue the employment relationship will constitute gross misconduct. Examples of offences that will normally be deemed as gross misconduct include serious instances of:-

a. theft or fraud;

b. physical violence or bullying;

c. deliberate damage to property;

d. deliberate acts of unlawful discrimination or harassment;

e. possession, or being under the influence, of illegal drugs at work;

f. breach of health and safety rules that endangers the lives of, or may cause serious injury to, employees or any other person.

g. maltreatment of service users;

h. failure to report an incident of abuse, or suspected abuse of a service user;

i. abandoning duty without notification or sleeping on duty;

j. acceptance of gifts & hospitality in contravention of Corruptions Acts (1906);

k. failure to give notice of any pecuniary interest of which you are aware, in a contract which has been, or is proposed to be, entered into by the organisation;

l. wilful misrepresentation at the time of appointment including:

1. Previous positions held

2. Qualifications held

3. Falsification of date of birth

4. Declaration of health

5. Failure to disclose a criminal conviction/caution within the provisions of the Rehabilitation of Offenders Act;

m. wilful misrepresentation at any time during employment in connection with qualifications held;

n. deliberate disclosure of privileged confidential information to unauthorised people;

o. negligent or deliberate failure to comply with the requirements of the organisation's policy & procedure concerning medicines;

p. working whilst contravening an enactment, or breach of rules laid down by statutory bodies;

q. any act or omission constituting serious or gross negligence/or dereliction of duty;

r. serious failure to abide by the Code of Conduct and Practice issued by the General Social Care Council, a copy of which is available for inspection in the office.

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

**F) DISCIPLINARY PROCEDURE**

Issue 0

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

**OFFENCE FIRST SECOND THIRD FOURTH**

**OCCASION OCCASION OCCASION OCCASION**

**UNSATIS-** Formal Written Final Dismissal

**FACTORY**  verbal warning written

**CONDUCT**  warning warning

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

**MISCONDUCT**  Written Final Dismissal

warning written

warning

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

**SERIOUS** Final Dismissal

**MISCONDUCT**  written

warning

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

**GROSS** Dismissal

**MISCONDUCT**

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

2. We retain discretion in respect of the disciplinary procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service you may not be in receipt of any warnings before dismissal but you will retain the right to a disciplinary hearing and you will have the right of appeal.

3. If a disciplinary penalty is imposed it will be in line with the procedure outlined above, which may encompass a formal verbal warning, written warning, final written warning, or dismissal, and full details will be given to you.

4. In all cases warnings will be issued for misconduct, irrespective of the precise matters concerned, and any further breach of the rules in relation to similar or entirely independent matters of misconduct will be treated as further disciplinary matters and allow the continuation of the disciplinary process through to dismissal if the warnings are not heeded.

**G) DISCIPLINARY AUTHORITY**

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

Formal verbal warning Area Manager

Written warning Area Manager

Final written warning Area Manager

Dismissal Area Manager

**H) PERIOD OF WARNINGS**

1. Formal verbal warning

A formal verbal warning will normally be disregarded for disciplinary purposes after a three month period.

2. Written warning

A written warning will normally be disregarded for disciplinary purposes after a six month period.

3. Final written warning

A final written warning will normally be disregarded for disciplinary purposes after a twelve month period.

**I) GENERAL NOTES**

1. If you are in a supervisory or managerial position then demotion to a lower status may be considered as an alternative to dismissal except in cases of gross misconduct.

2. In exceptional circumstances, suspension from work without pay for up to five days as an alternative to dismissal (except dismissal for gross misconduct) may be considered by the person authorised to dismiss.

3. Gross misconduct offences will result in dismissal without notice.

4. You have the right to appeal against any disciplinary action.

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| **CAPABILITY/DISCIPLINARY APPEAL PROCEDURE** |

1. You have the right to lodge an appeal in respect of any capability/disciplinary action taken against you.

2. If you wish to exercise this right you should apply either verbally or in writing to the person indicated in your individual Statement of Main Terms of Employment.

3. It may be necessary, because of the size of our organisation, for the appeal to be heard by the person who took the original action and it is therefore important that your appeal gives details of why the penalty imposed is either too severe, inappropriate or unfair in the circumstances.

4. If you are appealing on the grounds that you have not committed the offence, it may be necessary for the person conducting the appeal to have a complete re-hearing so that there can be a reappraisal of all matters before a decision is made to grant or refuse the appeal.

5. You may be accompanied at the appeal hearing by a fellow employee of your choice and the result of the appeal will be made known to you in writing, normally within five working days after the hearing. This is the final stage of the appeal process.

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| **GRIEVANCE PROCEDURE** |

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

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

3. You have the right to be accompanied at any stage of the procedure by a fellow employee who may act as a witness or speak on your behalf to explain the situation more clearly.

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

5. If you wish to appeal you must inform the Area Manager within five working days. You will then be invited to a further meeting, which you must take all reasonable steps to attend. As far as reasonably practicable, the organisation will be represented by a more senior manager than attended the first meeting (unless the most senior manager attended that meeting).

6. Following the appeal meeting you will be informed of the final decision, normally within ten working days, which will be confirmed in writing.

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| **PERSONAL HARASSMENT POLICY AND PROCEDURE** |

**A) INTRODUCTION**

1. Harassment or victimisation on the grounds of race, colour, nationality, ethnic or national origin, sex, marital status, gender reassignment, sexual orientation, religious belief, disability or age is unacceptable.

2. Personal harassment takes many forms but whatever form it takes, personal harassment is always serious and is totally unacceptable.

**B) POLICY**

We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all our employees.

**C) COMPLAINING ABOUT PERSONAL HARASSMENT**

1. Informal complaint

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

2. Formal complaint

Where the informal approach fails or if the harassment is more serious, you should bring the matter to the attention of the Area Manager as a formal written complaint.

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

On conclusion of the investigation which will normally be within ten working days of the meeting with you, a draft report of the findings and of the investigator's proposed decision will be sent, in writing, to you and to the alleged harasser.

If you or the alleged harasser are dissatisfied with the draft report or with the proposed decision this should be raised with the investigator within five working days of receiving the draft. Any points of concern will be considered by the investigator before a final report is sent, in writing, to you and to the alleged harasser. You have the right to appeal against the findings of the investigator in accordance with the appeal provisions of the grievance procedure.

**D) GENERAL NOTES**

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

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| **EQUAL OPPORTUNITIES POLICY** |

**A) STATEMENT OF POLICY**

1. We recognise that discrimination is unacceptable and although equality of opportunity has been a long standing feature of our employment practices and procedure, we have made the decision to adopt a formal equal opportunities policy. Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action.

2. The aim of the policy is to ensure no job applicant, employee or worker is discriminated against either directly or indirectly on the grounds of race, colour, ethnic or national origin, religious belief, sex, marital status, sexual orientation, gender reassignment, age or disability

3. We will ensure that the policy is circulated to any agencies responsible for our recruitment and a copy of the policy will be made available for all employees and made known to all applicants for employment.

4. The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.

5. The policy will be implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice.

6. We will maintain a neutral working environment in which no employee or worker feels under threat or intimidated.

**B) RECRUITMENT AND SELECTION**

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

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

3. Job descriptions, where used, will be revised to ensure that they are in line with our equal opportunities policy. Job requirements will be reflected accurately in any personnel specifications.

4. We will adopt a consistent, non-discriminatory approach to the advertising of vacancies.

5. We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group.

6. All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.

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

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

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

10. We will not disqualify any applicant because he/she is unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the job.

11. Selection decisions will not be influenced by any perceived prejudices of other staff.

**C) TRAINING AND PROMOTION**

1. Senior staff will receive training in the application of this policy to ensure that they are aware of its contents and provisions.

2. All promotion will be in line with this policy.

**D) MONITORING**

1. We will maintain and review the employment records of all employees in order to monitor the progress of this policy.

2. Monitoring may involve:-

a. the collection and classification of information regarding the race in terms of ethnic/national origin and sex of all applicants and current employees;

b. the examination by ethnic/national origin and sex of the distribution of employees and the success rate of the applicants; and

c. recording recruitment, training and promotional records of all employees, the decisions reached and the reason for those decisions.

3. The results of any monitoring procedure will be reviewed at regular intervals to assess the effectiveness of the implementation of this policy. Consideration will be given, if necessary, to adjusting this policy to afford greater equality of opportunities to all applicants and staff.

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| **TERMINATION OF EMPLOYMENT** |

**A) TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE**

If you terminate your employment without giving or working the required period of notice, as indicated in your individual statement of main terms of employment, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. This is an express written term of your contract of employment. You will also forfeit any contractual accrued holiday pay due to you over and above your statutory holiday pay, if you fail to give or work the required period of notice.

**B) RETURN OF PROPERTY**

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

**C) REPAYMENT OF OUTSTANDING MONIES**

On the termination of your employment we have the right to deduct from any termination pay due to you, any monies collected by you on our behalf and any advances of wages or any loans that we may have made to you. This is an express written term of your contract of employment.

**D) COMPETITION AGREEMENT**

It is a condition of your employment, that for a period of twelve months immediately following the termination of your employment for any reason whatsoever, you will not, whether directly or indirectly as principal, agent, employee, director, partner or otherwise howsoever approach any individual or organisation who has during your period of employment been a customer of ours, if the purpose for such an approach is to solicit business which could have been undertaken by us.