



EMPLOYEE HAND BOOK 2023

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ISSUES

JANUARY 2023- 2025

INTRODUCTION

This Employee Handbook, together with your principal statement of terms and conditions of employment cover the main terms and conditions and policies which are applicable to your employment with Skills Consultancy Management Ltd (SCM LIMIED.)

We provide healthcare support services for children and adults who have learning disability, autism spectrum condition and complex care needs. It's our mission to go above and beyond in offering our wide range of services.

We rely on the commitment and effectiveness of our employees to ensure that our business is a success. It is therefore vital that you enjoy your work and that we work together as a team to achieve our goals.

We wish you every success with your employment and hope that your time with us will be both enjoyable and rewarding.

Equality and Diversity Statement

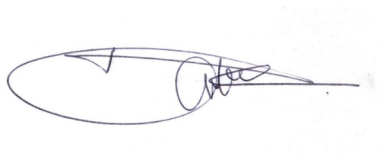
This organisation is committed to the principles of equality and diversity for all. This commitment underpins and impacts upon every area of activity and it influences how we work and what we do. This means that the organisation is a place where everyone, whatever their circumstances or background, is welcomed, fully respected and treated in a professional and friendly manner. All staff will have equality of opportunity and appropriate support. We do not condone any discriminatory act or attitude during the conduct of business with our service users, partner agencies or employees.

We remind you that during performance of your duties you are an ambassador for the organisation; we therefore respectfully request that you keep in mind, at all times during the course of your work, that the organisation's reputation can easily be lost. Reputation is paramount within the care sector; if, therefore, we can establish between us a relationship based on fairness and mutual respect then that will ensure that we build a reputation that results in consistent growth of the business and good employment opportunities for all our staff.

We welcome you to our organisation and hope you enjoy your employment with us.

For and on behalf of SCM Limited,

FELIX IHAH
OPERATIONS DIRECTOR

A handwritten signature in blue ink, appearing to read 'Felix IHAH', is written over a faint, circular official stamp or seal.

SALARIES AND WAGES

Remuneration

All staff except office staff will be paid monthly in arrears upon submission of a completed, authorised timesheet. It is the responsibility of the employee to ensure that the timesheet is legible and arrives before the wage's deadline for the pay period on the timesheet. (Monday to Sunday).

All staff will be subject to a 6 month probationary period. During this time ongoing monitoring of your competencies will be part of your induction training using the Care Certificate Induction Standards 15
Care Certificate is an agreed set of standards that define the knowledge, skills

Probationary Period

. Failure to complete mandatory training within the agreed timescales may result in you failing your probation with the company.

Payment

You will be paid at the times and methods set out in your principal statement of terms and conditions of employment. However, we reserve the right to vary the method and frequency of payment and will let you know about any change of this nature.

You will receive a payslip detailing how the payment made to you has been calculated. This will normally be sent via email. It will also show the deductions that have been made and the reasons for them, for example, Tax and National Insurance.

Overpayments/underpayments

If you have been inadvertently overpaid or underpaid for any reason you must let the Home Manager know straight away. The overpayment or underpayment will normally be corrected at the next payment period.

If, however, recover of the overpayment would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period.

If it is later discovered that you were overpaid, we reserve the right to deduct the overpayment from your remuneration.

Salary/wage reviews

Salary/wage reviews may be held at the discretion of the business, you will normally be advised of any alterations to your wages. Salary/wage reviews are not a guarantee of a pay rise.

Benefits

Any benefits provided by the organisation that are not expressed to be benefits to which you are contractually entitled as a result of your employment with the organisation may be withdrawn or amended by the organisation at any time at our absolute discretion.

Pension Scheme

We provide a workplace pension scheme details of which can be found via your enrolment welcome details.

Where legally required, you will be automatically enrolled into this scheme.

If you want to leave the pension scheme, you may opt-out by notifying Nest. If you opt-out within a month of being automatically enrolled into the scheme, you will be entitled to receive any monies that you had paid in.

If you have any queries regarding the pension scheme, please speak to Nest.

Expenses

We will reimburse you for any reasonable expenses incurred whilst travelling on our business.

We reimburse all reasonable authorised mileage costs incurred by you on behalf of our business in the performance of your duties.

Expenses can be claimed by completing them via Bright HR.

Please note that all expenses must be claimed by no later than 1 month after the date of expenditure, otherwise reimbursement of such will not be authorised. You will not be reimbursed for fuel unless mileage is provided.

The rules relating to travelling expenses will be issued separately. You must provide receipts for any expenditure.

Fraudulently claiming expenses not due to you can be a serious disciplinary matter, and if circumstances warrant it, can lead to dismissal without notice for gross misconduct.

We reserve the right to deduct any over claimed expenses from any monies owed to you by the business.

TIME AND ATTENDANCE

In order to monitor your hours at work, you are asked to submit your completed hours by the 3rd of every month to JOBS@SCMLIMITED.ORG

It is important that you ensure that your timesheet is completely accurate as submitting false or inaccurate time sheets may lead to disciplinary action and if circumstances warrant it, your actions could result in your dismissal without notice for gross misconduct.

LICENCES / ACCREDITATIONS

In order for you to occupy employment with us for the role that you undertake, it is important that you retain a satisfactory DBS check.

Please be aware that in the event that your DBS is unsatisfactory, there is no guarantee that your employment with ourselves will be maintained. As such, in this circumstance, your employment may be terminated, subject to there being any redeployment opportunities available for you.

Should you be required to drive in the course of your duties for the company, you must ensure that you your line manager of any accidents, fines, penalties or legal endorsements received immediately, including any medical conditions, recommendations and/or endorsements that may prevent you from driving. Failure to do so shall be dealt with under the company's disciplinary procedures and could be deemed gross misconduct, resulting in summary dismissal from the business.

HOLIDAYS

Holiday Entitlement

Your individual holiday entitlement is outlined in your principal statement of terms and conditions of employment.

Holiday Year

Our holiday year begins on 01st April and runs until 31st March inclusive.

If you start or finish your employment with us during the holiday year, holiday entitlement will be calculated as a pro-rata amount of the annual entitlement. Holiday is accrued at a rate of 1/12.

Rules regarding annual leave

- We operate an online system for booking holidays via Bright HR. You will be given the rights to request absence online. You will also be able to view your holiday entitlement online at any time. This is to give you the facility to easily plan your holidays throughout the year.
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- All holidays should be authorised before any bookings are made or deposits paid as the company will not be held liable for any costs incurred as a result of holiday refusal.
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- Holiday requests will be considered alongside the operational needs of our business and generally will be looked at on a first come first served basis. If you feel that your request has been unreasonably refused for any reason you should refer the matter to your Line Manager, who will endeavour to ensure that you have every opportunity to take your holidays at the time you request them, but will need to balance your requests with the needs of the Company.
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- You should give at least four weeks' notice of your intention to take holidays of a week or more and one week's notice is required for odd single days.
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- You may request up to 2 weeks holiday at any one time, although longer periods may be considered in exceptional circumstances.
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- You may generally only take holidays as they are accrued during the first year of employment unless agreed otherwise by ourselves.
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- We do not allow any holiday entitlement to be carried forward from one year to the next, save in the event of your long term sickness immediately prior to the end of our annual leave year. Therefore it is important that you take all your holiday entitlement in the year in which it was accrued.
- Should you fall sick immediately prior to or during pre-booked annual leave, the annual leave can only be cancelled and taken at a later date if your absence is certified by a qualified medical practitioner. The rules below on Statutory Sick Pay will then apply to this period of sickness.
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- You will generally continue to accrue holiday entitlement during maternity, paternity and adoption leave. You may be required to take any outstanding annual leave either before or immediately after such periods of leave. You may not however, take annual leave during maternity, paternity or adoption leave.
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- You will generally continue to accrue your statutory holiday entitlement during any period of sick leave.
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- Upon termination, payment that has been made for holiday in excess of your pro-rata entitlement will generally be recovered from your final pay or any money owed to you by us, where appropriate.
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- When you are working under notice, we reserve the right to require you to take any remaining holiday entitlement during this period.
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- Should approved annual leave subsequently cause operational difficulties, you may be approached and requested to change your leave dates to an alternative period.

Religious holidays

Requests for time off for religious holidays should be made in line with the above holiday request procedure and will be considered alongside the operational needs of our business. However please be aware there is no automatic right to time off for religious reasons.

ABSENCE AND LATENESS

Time off

Good attendance and timekeeping are essential to the efficient operation of the organisation. Poor attendance is a disciplinary matter and sickness absence is monitored by the organisation. You are required to co-operate fully with management to enable complete and accurate records to be kept in respect of all absences, whether agreed in advance or otherwise.

If you are unable to get to work when you are expected to be present, for whatever reason, you should:

- You must notify your Line Manager by telephone on the first day of absence at the earliest possible opportunity and by no later than three hours prior to your start time.
- You should speak to line manager. If unavailable, please leave a message and record the time and name of the person to whom you reported your absence. In addition, you should make yourself available to receive a call from a member of management if required.
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- It is your responsibility to make contact with the company and to do this you must ensure you have access to a telephone and telephone credit to call in. Only in exceptional circumstances should someone other than yourself contact the Company on your behalf.
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- Do not send a text message, email or any other form of electronic communication as this is not an acceptable form of absence notification.
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- If your sickness extends to more than seven days you are required to notify us of your continued incapacity once a week thereafter.
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- If your sickness lasts for more than 7 calendar days, you must obtain a medical certificate from your GP or a Med 10 Form for this absence and forward it to us immediately and in any event to arrive ordinarily by no later than the 8th day of absence. The Company reserves the right to ask you at any stage of absence to produce a medical certificate. The company will reimburse the cost of any such medical

certificate upon production of a valid receipt. All certificates should be promptly forwarded to your Manager.

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- When you return to work you will be required to complete a self certification form for absences lasting up to 7 calendar days and attend a return to work interview.
- It is important that you comply with these procedures otherwise any payments due to you during your sickness may be delayed or in some cases not paid at all.
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- Whilst holiday is generally for rest recuperation and for you to pursue leisure activities, should you wish to take annual leave in order to cover a sickness period, in order to preserve full pay, please note that this will be noted as sickness holiday and will still be counted towards any sickness monitoring system in place.
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It is an express condition of your employment that you follow this procedure. If you do not, disciplinary action may be taken and your absence may be classed as unauthorised. Unauthorised absence may lead to disciplinary action and, if circumstances warrant it, it may result in your dismissal without notice for gross misconduct.

Giving false details of illness in order to receive sick pay will be considered an act of fraud and can result in dismissal without notice for gross misconduct.

Lateness

You should ensure that you arrive at your place of work in sufficient time in order to be ready to commence work at your official start time. Your start time where appropriate will be detailed in your contract of employment or otherwise will be advised to you.

If you are unable to get to work on time you must contact your line manager as soon as possible to inform them that you will be late, the reasons for this and your expected time of arrival.

We monitor time keeping and persistent lateness is likely to lead to disciplinary action.

You may also be required to have your wages pro rated accordingly to reflect your actual hours of work.

FITNESS TO WORK

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

Leaving the workplace

You are not allowed to leave your place of work except during authorised breaks or with the permission of your line manager. If you need to leave work earlier than your scheduled finish time, please obtain advance permission first from the relevant person. Where you leave work early you may be required to have your wages pro rated accordingly to reflect your actual hours of work.

Leaving your place of work without authority will lead to disciplinary action and, if the circumstances warrant it, lead to dismissal without notice for gross misconduct.

Sickness or Incapacity

You must keep in touch during sickness in order that your normal work schedule can be reinstated as soon as you return. The safeguarding of residents is our first concern so please alert us of your sickness as soon as possible before your next shift; let us know the reason for incapacity and the time you would like us to contact you by telephone as to your possible return date.

Absence levels

We monitor absence levels and unacceptable levels or patterns of absence may lead to disciplinary action. Each case will be assessed on its merits and will normally be considered within the disciplinary procedures.

If an employee's absence reaches an unacceptable level then the manager will need to take the necessary steps to address this problem.

Firstly, the reason for the absence will need to be obtained. If there is an underlying health condition or disability at the root of the absence then a report from a medical professional and/or occupational health professional will be required; the written consent of the employee is necessary before being able to obtain such information. Upon receipt of the report, the employee's condition and the contents of the report will then need to be discussed with the employee and, if applicable, any reasonable adjustments considered that would enable them to continue working for the organisation. If the employee does not allow access to their medical records then the same process must be followed but without the help of a medical professional.

If the absence is not part of an ongoing health problem, then it may be appropriate to follow normal disciplinary process, in which there is no need to obtain medical reports.

In order to investigate absence from work we reserve the right to visit you at home.

Sickness absence and statutory sick pay (SSP)

During authorised absence due to sickness you may be entitled to SSP in line with eligibility rules at the time of any period of sickness.

In order to qualify, you must comply with the absence reporting procedure set out above. Ordinarily, before payments of SSP are made to you there is a period of 3 waiting days. This will start from the first day that you should have been available for work. If you are sick for a period of 4 or more days, we may pay you SSP if you are eligible. SSP is treated the same as wages and is subject to Income Tax deductions and National Insurance Contributions. Qualifying days for SSP are those which you normally work. If you require further information on your right to SSP you should speak to management.

Payments may be withheld if we believe there is reason to doubt the validity of a claim for sick pay. We reserve the right to order an independent medical examination where considered necessary. Unauthorised absences or false reporting of sickness are serious disciplinary matters and can amount to gross misconduct which may lead to your dismissal without notice.

If your absence is due to the negligence nuisance or breach of any statutory duty on the part of a third party any payments made by the Company in respect of any such absence is recoverable by the Company out of any damages that are paid by, or on behalf of, a third party.

Medication

If you are taking medication you must tell your doctor the nature of your work so that they can assess your fitness to work. In addition, you should also discuss any medication you are taking with your line manager so that they can be aware of any side effects that may affect you whilst at work and make any adjustments as applicable.

Medical information

You should inform your manager of any health conditions or symptoms that you may have in order for any applicable support to be provided. If we are unaware of such we will be unable to assist with any appropriate reasonable adjustments that may be required.

If we are concerned about your absence record, we may ask your permission for you to have a medical examination by your doctor, or a doctor of our choice. If you do not agree to this, we will have to make a decision about your continued employment based on the information available.

If it is recommended by your medical practitioner that you need a temporary period of restricted duties (e.g. avoiding heavy lifting), you should submit the necessary medical information to your Manager to allow them to discuss how to support you. If we are unable to accommodate a temporary period of restricted duties then you will be deemed to be unfit for work. If you report for work without any medical documentation to the contrary, you will be treated as fully fit for work. You may not self-diagnose the need for restricted or adjusted duties or hours.

Appointments

If you require any time off for appointments, please ask permission from your line manager. However, you should ensure that wherever possible, appointments are made outside of your working hours. If considered necessary you will be asked to provide written confirmation of your appointment. Please note however, that there is no guarantee that you will be permitted time off although we will make every effort to accommodate time off where possible.

If time off is granted you will not be paid and be required to make the time up.

Sickness absence and other work

If you are absent from work due to sickness or injury, you must seek our permission before you carry out any form of paid alternative or additional employment, self-employment or voluntary work. A breach of this rule may lead to disciplinary action and could result in your dismissal without notice for gross misconduct.

Extreme adverse weather and public transport difficulties

In the event of extreme adverse weather conditions, e.g. heavy snow and flooding, or if your journey to work on public transport is affected by industrial action, engineering works etc, you are expected to make every reasonable effort, including the use of alternative means of transport, to arrive at work at your scheduled start time.

If you decide that weather conditions or public transport difficulties are sufficiently severe to prevent you from travelling to work and arriving safely at work you may ask to either:

- Take the day(s) as annual leave;
- Take the day(s) as authorised unpaid leave of absence;

In either case, you must contact us in the manner discussed above for lateness to review the difficulties you are having and the options that are available to you.

Jury service

If you are called for jury service, you should present the Jury Service Notification Slip to your line manager.

You will not ordinarily be paid during jury service although you may be able to claim for lost earnings from the Court Service. Payments, if any, will be entirely at our discretion.

You will be expected to return to work on the days that adjournments make this practicable. If the timing of the jury service conflicts with your work needs, you must let management know as soon as possible.

Public duties

If you require time off for any other public duties, please discuss the requirements with your line manager.

WORK AND FAMILIES

Maternity leave and Pay

If you are pregnant, you must let your line manager know as soon as possible so that we can ensure a safe working environment for you ordinarily by carrying out a risk assessment and explaining your rights. You should let us know about your pregnancy no later than the 15th week prior to the week in which your baby is due. You will need to provide a certificate to confirm the expected week of childbirth.

We can then discuss your entitlements with you and help you with arranging any leave of absence from work.

No later than the 15th week before your baby's due date you must provide a statement from a doctor/midwife indicating the expected date of confinement (MATB1 form). You should also inform your Manager of the date on which you want your maternity leave to start. The Company will write to you within 28 days to tell you the date you will be expected to return to work if you take your full maternity leave entitlement.

You have the right to reasonable paid time off to attend antenatal appointments, including appointments with your GP, midwife or health visitor, hospital clinics and parent craft classes. The Company may ask you to produce an appointment card. Where possible you should arrange appointments for the start or end of your working day and must be authorised by your Manager as soon as possible.

You can take up to 52 weeks maternity leave irrespective of your length of service or the number of hours you work each week, consisting of 26 weeks ordinary maternity leave (OML) and 26 weeks additional maternity leave (AML). AML begins on the day after OML ends.

You can start your maternity leave at any time after the 11th week before the expected due date. The only exception to this is if you are ill because of your pregnancy at any time after the start of the 4th week before your child is due. In such cases, the Company reserves the right to require you to start your maternity leave on the 1st day of that absence.

You must take a minimum of 2 weeks compulsory maternity leave immediately after your child's birth.

You may decide to take any outstanding annual leave due to you before the start of OML. Holiday must be taken in the year that it is accrued and therefore if the holiday year is due to end during your maternity leave, you should take the full year's entitlement before starting your maternity leave. Holiday plans should be discussed with your

Line Manager as soon as possible before starting your maternity leave. All holiday dates are subject to approval by your Line Manager.

If you want to change the start date of your Maternity Leave you must give your Manager 28 days' written notice where possible.

Statutory Maternity Pay (SMP)

SMP is paid for up to 39 weeks of the 52 weeks Maternity Leave period and is subject to deductions for tax, National Insurance and pension contributions in the usual way. The amount of SMP that you may be entitled to receive will vary depending upon your weekly earnings and service. In order to qualify for SMP, you must:

- Have been employed by the Company for at least 26 weeks by the end of the 15th week before your due date;
- Earn above the lower earnings limit (set by the Government each tax year; and
- Give the Company proper notification of your pregnancy in accordance with the above rules

If you do not qualify for SMP, the Company will notify you of the reasons why by issuing a SMP1 form. Instead, you may be able to receive Statutory Maternity Allowance (SMA) from your local Jobcentre Plus

All the usual terms and conditions of your employment remain in force during both OML and AML except for the terms relating to remuneration.

Contact during maternity leave / Keeping in touch (KIT) days

During your maternity leave the Company may agree with you that you can work up to 10 'keeping in touch (KIT) days' in order to include you in any training and keep you updated with any key events within the Company. Working any KIT days will not affect your maternity leave period. You will be paid at your normal basic rate of pay for time spent working on a KIT day and this will be inclusive of any maternity pay entitlement.

The Company may also make reasonable contact with you during your leave to update you on any changes within the business and to discuss aspects relating to your maternity leave and return to work.

Return to work following maternity leave

If you return to work at the end of your full 52 weeks maternity leave period, you do not need to notify the Company in advance of your return; the Company will assume that you are returning on your due back date unless you notify otherwise.

If you wish to return to work before the end of your full 52 weeks maternity leave period, you must give your Manager eight weeks' written notice specifying the date of your return. If you do not give the Company eight weeks' notice, then it will be entitled to postpone your return until it has had sufficient notice, or until your maternity leave period has expired, whichever is the earlier. If you return before notifying the Company it will be under no obligation to pay you.

You are normally entitled to return to the position you held before starting maternity leave and on the same terms of employment. However, if you have taken AML and it is not reasonably practicable for the Company to allow you to return into the same position you may be given a suitable and appropriate job on terms and conditions that are no less favourable.

If you fail to return to work following your maternity leave, due to illness or any other reason, you must contact your Manager and follow the absence reporting procedures, or your absence may be treated as unauthorised. If you do not wish to return to work you must resign in writing giving the notice required in your contract.

Paternity leave and Pay

If you wish to take paternity leave, please discuss this with your line manager.

In order to qualify for Paternity Leave you must have worked continuously for the Company for 26 weeks at the 15th week before the baby is due and:

- Be the biological father of the child or the mother's husband or partner
- Have or expect to have responsibility for the child's up-bringing

Those eligible will be entitled to take blocks of one or two weeks' paternity leave paid at the prevailing statutory rate. If two weeks are to be taken they must be taken together. Leave cannot be taken as odd days. Paternity Leave must be taken within 56 days (8 weeks) of the child's birth.

Notification of Paternity Leave

You must inform your Manager of your intention to take paternity leave by the 15th week before the baby is due, informing them of the due date, when you wish to start your period of leave and whether you wish to take one or two weeks' leave. If you want to change the date of your Paternity Leave you must give your Manager 28 days' written notice where possible.

If you do not follow the notification requirements you will not be able to take paternity leave.

Statutory Paternity Pay (SPP)

Statutory Paternity Pay is payable at the statutory rate applicable at the time paternity leave is taken. If you do not earn above the lower earnings limit you will not qualify for SPP but you may be able to get Income Support. Further information is available from your local Jobcentre Plus.

All the usual terms and conditions of your employment remain in force during paternity leave except for the terms relating to pay.

Adoption leave

Adoption leave is available if you adopt a child. If you are planning to adopt you should inform your line manager as soon as possible so that they can discuss your entitlements with you and help you plan any leave of absence.

Adoption Leave and pay is available to both individuals who adopt and one member of a couple where a couple adopt jointly (the couple may choose which partner takes adoption leave). You must give your Manager a 'matching certificate' from the adoption agency as evidence of your entitlement to Statutory Adoption Pay (SAP).

Employees will not qualify for either adoption leave or pay if they:

- become a special guardian or kinship carer
- adopt a stepchild or family member
- adopt privately, for example without permission from a UK authority or adoption agency

In order to qualify for adoption leave an employee must:

- Be newly matched with a child for adoption by an approved agency
- Have worked continuously for the Company for at least 26 weeks leading into the week in which they are notified of being matched with a child for adoption.

Eligible employees can take up to 52 weeks adoption leave irrespective of length of service or the number of hours they work each week. During this period employees may be eligible to be paid Statutory Adoption Pay (SAP) for 39 of the 52 weeks. The remainder of the 52 weeks is unpaid. SAP is paid at the statutory rate for those who earn above the lower earnings limit.

If you wish to take adoption leave you must inform your Manager when the child is expected to be placed with you and when you want the leave to start. This must be within 7 days of being notified by your adoption agency that you have been matched with a child for adoption. The leave can commence from the date of the child's placement (whether this is earlier or later than expected) or from a fixed date which can be up to 14 days before the expected date of placement. If you wish to change the date of your leave you must provide the Company with 28 days written notice.

If you are eligible for adoption leave, you may also be entitled to paid time off work to attend up to 5 adoption appointments after you have been matched with a child. You must give your manager reasonable notice of your intention to take such time off.

If you wish to return to work before the end of your full 52 weeks adoption leave period, you must give your manager eight weeks' written notice specifying the date of your return. If you do not give the Company eight weeks' notice, then it will be entitled to postpone your return until it has had sufficient notice, or until your adoption leave period has expired, whichever is the earlier. If you return before notifying the Company it will be under no obligation to pay you.

Shared parental leave

You may be eligible for shared parental leave and, if you wish to find out if you are eligible for this then please let us know and information will be provided upon request.

Shared Parental Leave (SPL) gives the child's parents more flexibility in how to share the care of your child in the first year after birth or placement rather than simply taking maternity, adoption or paternity leave. If both you and your partner are eligible, you will be able to choose how to split the available leave between yourselves and can decide to be off work at the same time or at different times. You may be able to take leave in more than one block. The total amount of SPL available is 52 weeks, less the weeks spent by the child's mother on maternity or adoption leave.

You can share up to 50 weeks of SPL and 37 weeks of pay between you and your partner. Shared Parental Pay (Sh PP) is paid at the statutory rate.

You may be entitled to SPL in relation to the birth of your child if

- # You are the child's mother, and share the main responsibility for the care of the child with the child's father or with your partner;

- # you are the child's father and share the main responsibility for the care of the child with the child's mother; or

- # you are the mother's partner and share the main responsibility for the care of the child with the mother (where the child's father does not share the main responsibility with the mother).

- # Where a child has been placed with you must intend to share the main responsibility for the care of the child with your partner or spouse.

- # The following conditions must also be fulfilled in order to be entitled to SPL and Sh PP:

You must have a minimum of 26 weeks' service by the end of the 15th week before the week in which the child is due to be born or when you are notified a child is to be placed with you;

- # If either the mother or her partner want to take SPL, they must satisfy the following conditions:

- # Both partners must have been employed continuously for at least 26 of the 66 weeks before the week that the baby is due;

- # If the mother's partner wants to take SPL:

- # the partner must stay with the same employer until they start their SPL;

- # the partner must earn on average at least £120 per week; and

- # the mother must have earned average weekly earnings of at least £390 during any 13 of those 66 weeks.

- # If the mother wants to take SPL:

- # the mother must stay with the same employer until they start their SPL;

- # the mother must earn on average at least £120 per week; and

- # the mother's partner must have earned the minimum average weekly earnings during any 13 of those 66 weeks;

Parental leave

If you are a parent, you may be able to take a period of unpaid leave from work in order to spend time with your children. If this is something you are interested in, please discuss this with your line manager.

Once you have completed one year's continuous service with the Company, you are entitled to take up to a total of 18 weeks' unpaid parental leave in respect of any child under the age of 18 years for whom you have parental responsibility.

You must not take less than one week's leave at any time and no more than four weeks' leave in any year. If you choose to take your leave in blocks of less than one week, a full week will be deducted from your entitlements. This rule does not apply to the parent of a disabled child.

You must produce evidence of your entitlement to parental leave (e.g. evidence of your relationship with the child and proof of your child's age) when you make your first request for leave. You must give the Company at least 21 days' notice of your intention to take unpaid parental leave. The Company may, except in the case of leave taken immediately after the birth or adoption of your child, postpone your leave for up to six months, if it is considered that the operation of the business would be disrupted if leave were taken at the time requested by you.

Any attempt to take leave where you are not entitled to do so will lead to disciplinary action being taken against you which may result in your dismissal.

Dependant leave

You may be entitled to take unpaid leave in order to deal with an emergency involving someone who depends on you. Where an emergency situation arises, you must ensure that you make your line manager aware of the need for you to leave work before doing so. The Company may ask you to provide evidence for your reasons for taking the time off.

A dependant is a parent, a spouse or a partner, a child or someone else for whom you have regular caring responsibilities. You will be permitted unpaid time off:

- To provide help when a dependant falls ill, gives birth or is injured or assaulted (including mental illness or injury);
- To make arrangements for providing care when a dependant is ill or injured;
- To cope when the arrangements for caring for a dependant unexpectedly break down (e.g. if a child minder fails to turn up);
- When a dependant dies;
- To deal with an unexpected incident involving your child during school hours.

Flexible working

If you have worked for 26 weeks continuously, you will have a statutory right to make a flexible working request (FWR).

It should be noted that only one request for flexible working can be made in any 12 month period and any application submitted must be done so in writing to your manager. The request must include:

- a) The date of your application;
- b) Explain that it is a statutory request;
- c) The change to working conditions being sought;
- d) When you would like them to come into effect;
- e) Any effects that you think the change you are requesting might have on the Company; and
- f) If you have made a previous application for flexible working, specify the date when it was made.

Any request for flexible working will be considered reasonably in accordance with our legislative requirements and in a timely manner. If your FWR is approved, we will write to you to confirm this, this will then become a permanent change to your contractual arrangements.

If your FWR is rejected we will confirm this to you in writing and you will have the right to appeal this decision.

If you wish to withdraw your application, you must confirm this in writing to your line manager.

If you fail to attend two meetings to discuss your FWR application or your appeal without good reason, your FWR will be considered to have been withdrawn.

Compassionate and bereavement leave

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

Any request for bereavement Leave will be considered on an individual basis taking into account travel arrangements and closeness of relationship. We recognise that in some family situations it can often be a God Mother or close family friend who are just as important as familial relationships. In normal circumstances a day to attend a funeral is sufficient, however where the worker takes on responsibility for the arrangements of the funeral or where they have to travel a distance to attend the funeral this will be taken into account.

Those employees with parental responsibility for children who lose a child under the age of 18 or any employee who experiences a still birth after 24 weeks of pregnancy will be entitled to 2 weeks unpaid parental bereavement leave. This is able to be taken in blocks of 1 or 2 week periods within 56 weeks of the bereavement.

Employees with 26 weeks service will be entitled to 2 weeks statutory payment for this period, provided they have average earnings in excess of the lower earnings threshold in the 8 weeks prior to the bereavement.

Exceptional Leave

Exceptional Leave is usually granted unpaid leave in unplanned exceptional circumstances e.g. Flooding, major car accident or a Force Majeure (Act of God). All of which would be taken into account in the consideration of the duration of the leave.

OPERATING PROCEDURES

We have standard rules and operating procedures which are intended to ensure that all employees are aware of their responsibilities in relation to working methods and the recording of changes to information.

It is an important requirement that you familiarise yourself with and comply with these procedures at all times.

Personal details

At the start of your employment you should provide us with your personal details so we are able to contact you or your next of kin if needed. This information should include full name, address, telephone number, mobile number, email address, next of kin contact details and GP details.

As a company we need to process data to manage our obligations under Health and Safety and our employment contract with you and meet our obligations under such a contract regarding paying you and managing any benefits and pensions.

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 therefore please inform your line manager promptly of any change to your personal details.

Training

We aim to provide you with the necessary training to enable you to perform your contracted duties. Your training will include health and safety training to ensure your own safety and that of your colleagues. If necessary, we may provide you with training in other duties and it is a condition of your employment that such training courses achieve a satisfactory outcome. Failure to achieve a satisfactory outcome or non-attendance at any stage of the training course, without prior authorisation from management or reasonable explanation, may incur liability for the costs of the training course, in line with the Deductions clause detailed in your individual statement of terms and conditions. Where applicable, you may be required to sign a training agreement prior to attending any training courses, but where this is required, you will be advised of this in advance.

1. Induction

Mandatory care certificate training and assessment will take place before commencing duties **unless** the employee can evidence having completed this induction with a previous employer; if so, they will be required to undertake an induction into the organisation that will include any area of the service that the manager deems necessary to enable safe working.

2. Continual Professional Development (CPD)

All staff will be registered for the appropriate vocational units as identified by Skills for Care. These units, awards and diplomas are available under the Qualification and Credit Framework (QCF). The choice of units or awards will depend on the individual's job role, the needs of the service users, and the needs of the organisation.

Nursing staff must keep up to date as required and identified by the Nursing and Midwifery Council (NMC) so as to maintain their registration. This will include refresher courses and study days in order to evidence their mandatory CPD and meet the needs of service users.

An individual training and development plan will be agreed on completion of your induction training. Mandatory training—such as on safeguarding, infection control and the Mental Capacity Act 2005—will be given regularly, along with any other training deemed necessary to meet the needs of service users; these will all be incorporated into a training matrix. Your competency will be internally assessed throughout your time with the organisation.

The organisation has a system of succession planning that enables staff to have opportunities to grow within the organisation. You will receive regular supervision with a senior colleague and an annual appraisal; these will form an important part of your CPD.

Additional employment

It is envisaged that you will devote the whole of your time and attention during your hours of work to our business. You must not, whether directly or indirectly, undertake any other duties during your hours of work without express permission from a member of management.

In addition, if you plan to take up additional employment outside of your normal working hours, you must discuss the nature of the additional employment with your line manager and obtain written permission from them before commencing any additional employment, paid, unpaid or otherwise.

You will be asked to give full details of the proposal and consideration will be given to:

- 1) Working hours;

- 2) Competition, reputation and credibility;
- 3) Conflict of Interest;
- 4) 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

Where permission is given, you should be aware that we reserve the right to retract any such permission subsequently. This may be for any reason, including but not limited to circumstances where your additional employment is believed to be contravening any aspect of the Working Time Regulations 1998 or where it is believed to be detrimental to the running of our business.

If you are an Employee who has no set hours, there is no obligation to obtain written permission from the Company to take up additional employment outside of your working hours.

Under no circumstances will you be permitted to work in competition with ourselves.

In addition, you should be aware that you are not permitted to engage in any additional duties for any client, customer or supplier whether current or potential for your own personal gains, unless you have prior written authorisation from your Manager.

You should note that any breaches of the above provisions may be considered as gross misconduct in line with the disciplinary rules and procedures and may lead to your dismissal without notice.

Engagement/Employment by a Client

Our terms of business with our Clients include a requirement that the clients pay us an appropriate recruitment fee, if they employ directly any Doves Care & Support Agency Worker, who has worked for them previously. This applies equally to temporary or permanent posts, full or part-time.

You are required by your Terms and Conditions of Employment to notify us if you wish to take up any post with a client of Doves Care & Support for whom you have worked previously, even if you have terminated your registration with us.

Behaviour at work

You should behave with civility towards fellow employees, and no rudeness will be permitted towards service users or members of the public. Objectionable or insulting behaviour, or bad language will render you liable to disciplinary action.

You should use your best endeavours to promote the interests of the business and shall, during normal working hours, devote the whole of your time, attention and abilities to the business and its affairs.

Any involvement in activities which could be construed as being in competition with us is not allowed.

Behaviour outside of work

Whilst we do not seek to impose any particular restrictions on your behaviour outside of working hours, particularly as this is your own time to do with as you please, you should however be aware that we do see your activities outside of work as an issue if such activities adversely affect the operations of our business or its reputation.

As such, any actions outside of work which do all or any of the following may result in disciplinary action being taken:

- Bringing our business into disrepute.
- Adverse publicity.
- Actions that result in loss of faith in the business by third parties.
- Actions that result in loss of faith in the integrity of the individual (this includes harassment, bullying and any other inappropriate behaviour).

The detriment or potential detriment suffered will determine the level of misconduct and the most suitable disciplinary outcome considering the circumstances. However, you should be aware that in severe cases, your employment could be terminated without notice on the grounds of gross misconduct if circumstances warrant it.

Employee Wellbeing

In order to support the wellbeing of our employees we have developed the following policies that will aid our support a positive culture within the workplace:

Menopause Policy
Mental Health Policy

These documents are located in the office.

If you have any questions or wish to discuss matter in this regard approach you line manager.

Criminal Convictions

As we are involved in providing care to vulnerable patients and clients, you should be aware that it is a condition of your employment that you maintain a satisfactory criminal record. At the commencement of your employment and at periodical intervals thereafter at least every 3 years a copy of your criminal record will be obtained, ordinarily from the Disclosure and Barring Service. A criminal record check will only be conducted where you have given consent to the processing of your personal data for this specific purpose.

Due to the nature of our organisation, all jobs will require an enhanced disclosure check. As an organisation using the PVG Scheme (Protecting Vulnerable Groups) to assess applicants' suitability for positions of trust, Doves Care & Support Ltd complies fully with the DBS Code of Practice and undertakes to treat all applicants for positions fairly. It undertakes not to discriminate unfairly against any subject of a Disclosure on the basis of a conviction or other information revealed. A copy of the DBS can be obtained from us on request.

It is a condition of your employment that you co-operate fully with our need to undertake regular checks of this nature. If you fail to comply, or do not provide your consent, you should be aware that your employment may be terminated, as you will be unable to fulfil your duties for which you are employed.

If you are arrested, charged or convicted (including cautioned) for any criminal offence, you must let your line manager know immediately. Failure to do so will be seen as a disciplinary offence, where sanctions may include anything up to and including dismissal without notice for gross misconduct.

Professional Boundaries

Policy Statement

This organisation believes that staff need to observe professional boundaries in their relationships with Service Users and their relatives, friends, visitors and representatives, and that behaviour outside those boundaries should be regarded as abusive and a reason for disciplinary action. We recognise that it is often difficult to draw precise lines defining appropriate behaviour, so we encourage staff to be transparent in their dealings with Service Users and others, and to discuss with managers any ambiguities which arise. The starting point is that the needs of Service Users should be at the centre of our care practice; any relationship that might jeopardise that objective should be questioned.

The Policy

The aim of this policy is to lay down the principles and values underlying our approach to professional boundaries in relationships with Service Users and their relatives, friends, visitors and representatives.

The Parties Involved:

Staff

This policy applies to all staff of the organisation, including temporary staff and volunteers, not merely those who have regular contact with a Service User in a care-giving capacity.

Service Users

The term 'Service User' is used in this policy to include: current Service Users, past Service Users and anyone whose contact with the organisation is concerned with either their being currently, or having previously been, a user or potential user of services.

People Associated with Service Users

This policy includes relationships with people directly associated with Service Users in a personal capacity, i.e. their relatives, friends, visitors and representatives.

Professional Boundaries

Professional relationships must be distinguished from personal relationships. Although we believe that staff can, quite properly, gain satisfaction from developing and sustaining relationships with Service Users, the key

consideration should always be the needs of the Service User, as opposed to the personal or mutual satisfactions that characterise personal relationships. Staff must therefore on occasions refrain from allowing a relationship to develop to the extent that they would find personally satisfying or to include a dimension that they would find personally satisfying in order to ensure that the needs of the Service User remain paramount. Any member of staff who feels that a relationship is developing that might be judged as inappropriate should discuss the situation with their manager. The action to be taken may include varying the staff member's duties in order to limit contact with that person; discussing the situation frankly with the person in order to re-establish appropriate boundaries; or, in extreme circumstances, controlling an individual's contacts with the organisation.

This includes relationships between staff members regardless of their job title. Inappropriate behaviour from any member of staff should be discussed in an open and honest manner with the home manager.

If the inappropriate behaviour involves the manager, then it should be discussed with a senior member of staff.

It is important to recognise that any purported abuse of power leads ultimately to inappropriate behaviours becoming acceptable and therefore it is the responsibility of all staff where they have concerns to flag up such concerns as early as possible.

Professional Codes of Practice

All staff should be familiar with and comply with the code of conduct from skills for care, copies of which are supplied to all staff. Nursing and other professional staff should also comply with the standards of conduct and practice set by their own regulatory bodies. A breach of any of these codes by staff will be reported and the organisation will cooperate with any action taken by a regulatory body.

Action Outside the Work Situation

Although we do not in general, seek to regulate the private behaviour of staff, we recognise that occasionally an individual's behaviour outside of work may call into question their suitability to work in social care services. It is the responsibility of all staff therefore to behave, both at work or otherwise, in ways that uphold their own credibility and the organisation's reputation.

Related Policies

- . Training Programs
- Code of Conduct for Workers
- Monitoring and Accountability
- Recruitment and Selection
- Social Media and Public Relations

Related Guidance

Training Statement

All staff, during induction are made aware of the organisations policies and procedures, all of which are used for training updates. All policies and procedures are reviewed and amended where necessary and staff are made aware of any changes. Observations are undertaken to check skills and competencies. Various methods of training are used including one to one, on-line, workbook, group meetings, individual supervisions and external courses are sourced as required.

Personal Relationships Policy

The Company recognises that employees who work together may form personal friendship and, in some cases, close personal relationships. Employees may also find themselves already knowing other employees, as they may be family members. Whilst we do not wish to interfere with these personal relationships, it is necessary for the organisation to ensure that all employees behave in an appropriate and professional manner at work. The following principles have therefore been devised and apply to all employees regardless of their job or level of seniority.

In the context of this policy, a personal relationship is defined as:

- a family relationship;
- a romantic/sexual relationship.

The above definitions are examples of personal relationships which could cause conflicts of interest in the workplace; however personal relationships are not restricted to the above examples and anyone who considers that any other relationship that could cause a conflict of interest should declare this to their manager immediately.

- Employees will be required to disclose any personal relationships in the organisation at the point of recruitment or at any point that such a personal relationship may arise during employment. This information should be shared with the employees' line manager immediately.

Any employee who is involved in a personal relationship with a colleague, contractor, client, customer, or supplier must not allow that relationship to influence his/her conduct whilst at work or create a hostile working environment for others. Intimate behaviour during work time, for example but not limited to kissing, touching holding hands etc is expressly prohibited. This rule applies during all working time or at any time whilst on our premises. Any breach of this rule will be regarded as a serious disciplinary offence leading to disciplinary action up to and including dismissal.

Any employee who embarks on a personal relationship with a colleague must declare the relationship to his/her manager. If the personal relationship is between a manager/supervisor and an employee whom he/she manages or has influence over within the work environment, the personal relationship should be declared to a senior manager.

In order to avoid a situation in which an employee has managerial authority over another with whom he/she has a personal relationship the company has the right to change shifts or move one or both of the individuals to alternative teams or positions of comparable status.

If a situation arises whereby it is not possible to transfer at least one of the employees to remove any serious undue influence or critical conflict of interest that may pose serious risk or detriment for the business or if a transfer is unreasonably refused, the organisation reserves the right to consider dismissal as a reasonable action for one or both employees, with notice or pay in lieu of notice.

If another employee has concerns with any behaviour between colleagues who have a personal relationship then they should raise these immediately to their line manager or manager above if it is their line manager involved in a personal relationship.

Failure to report your personal relationships may lead to disciplinary action.

Standards of dress

As an employee, you will come into contact with service users, members of the public and other multi-agency partners. It is important that you present a professional image in regard to appearance and standards of dress. Whilst at work, employees are expected to be appropriately dressed; this can include uniform, tabard or tunic. You must carry your ID badge at all times. Office staff are expected to maintain a similar standard. No jeans or trainers are permitted. In addition, disposable gloves, aprons, masks and antibacterial gel are available from the office, where applicable.

ID Badges

You will be issued with an ID badge that remains the property of the organisation. This must be carried at all times and, where requested, must be available to service users and other professionals where appropriate, e.g. health, police, and fire services, the coroner's office etc. This includes Care Quality Commission (CQC) inspectors and staff such as social workers from the local authority's social services or contract monitoring teams.

Personal Protective Equipment (PPE)

PPE may be issued to you in order to ensure the safe performance of your duties. This may include for example, things like masks, gloves, aprons.

Where PPE has been issued to you, it is imperative that you wear this as ultimately it has been issued to you for your own protection.

You should ensure that you take good care of your PPE and look after it. Failure to do so may result in disciplinary action and/or a deduction from your wages.

If your PPE becomes damaged at any point, please report this straight away to your line manager so that this can be replaced immediately.

You should be aware that failure to use the issued PPE will be regarded as a contravention of the Health and Safety at Work Act 1974 and appropriate disciplinary action will be taken against you, up to and including dismissal without notice on grounds of gross misconduct if circumstances warrant it.

Business Property

As part of your functions, you may be given access to and be permitted to make use of certain property belonging to us. Where this is the case, you are not permitted to use such property for any purpose other than its intended use and for which you have been given authorisation.

However, you should be aware that such property remains the property of the business. Whilst in your possession and when you are using any such property, you are expected to take good care of the items. Failure to do so may

render you liable to disciplinary action and/or accountable by deduction from your wages for any loss suffered in consequence, including but not limited to the cost of replacement property.

Furthermore, unless authorised to the contrary, no business property should be removed from our premises.

You must notify a member of management straight away when you become aware of any damage to our property.

Upon termination of your employment for whatever reason, or upon any other request, you must return immediately to us, any property belonging to the business. Failure to do so can result in a deduction from wages for any costs incurred in the replacement of property not returned.

Keyholding/Alarm Setting

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

Any breaches or security issues including the loss or theft of keys must be reported immediately to your Line Manager.

To satisfy the requirements of our insurers and to protect us from fire and theft, you must secure all properties and premises when unattended. The last person to leave the premises must ensure lights and appropriate electrical equipment are switched off, windows and doors are secure and alarms are set accordingly.

Personal property

Employees are responsible for ensuring that their personal belongings are stored securely at work. Items of high value or sentimental value should not be brought into the workplace as the Company will not be liable for any loss or damage to your personal property, however caused.

Lost property

If you find any items of lost property they should be handed to a member of management as soon as possible.

Telephone calls

Personal telephone calls on business telephones are strictly prohibited and only allowed in the case of an emergency and with the prior authorisation of management. This applies to both incoming and outgoing calls.

We reserve the right to monitor usage and access in the interest of security and to detect or deter unauthorised use.

When monitoring telephone calls, the Company will ordinarily monitor the telephone numbers to which calls are made and from which calls are received, including by random checks of numbers that have been dialled, and the duration of calls, it may also monitor the content of telephone calls for customer service purposes and to enable investigation and response to any complaints that may be received.

Personal mobile phones/Personal devices

It should be remembered that within the service user's home the use of mobile phones can at the least be seen as a distraction and at worst as downright rude. Please restrict the use of mobile phones other than in emergency situations outside of the service user's home and in the evening after they have been settled.

Business mobile phones

If you are issued with a business mobile phone, you are only permitted to use the phone for authorised business use.

We reserve the right to monitor usage and access in the interest of security and to detect or deter unauthorised use.

When monitoring telephone calls, the Company will ordinarily monitor the telephone numbers to which calls are made and from which calls are received, including by random checks of numbers that have been dialled, and the

duration of calls, it may also monitor the content of telephone calls for customer service purposes and to enable investigation and response to any complaints that may be received.

Hand held or portable electronic devices

You may be issued with hand-held or portable electronic devices, such as Smartphones, tablets and laptops in order to assist in carrying out your duties. Such devices remain the property of the organisation and may be withdrawn if there is any evidence that they have been misused.

If you are issued with such devices, safety and security are of paramount importance as these may contain confidential or personal data of colleagues, suppliers or clients. As such you must ensure that all devices contain a passcode or pattern for access, which should be shared with your line manager only and such devices should not be left unattended or left in parked cars overnight.

In line with the company computer policy, employees can not expect the right of privacy with such devices and the company reserve the right to monitor usage and access in the interest of security and to detect or deter unauthorised use.

Monitoring will usually be conducted by a member of the management team and may be shared internally with those responsible for the HR function, IT staff and other members of management as appropriate. Additionally such information may be shared externally with relevant authorities where appropriate and third party Employment/Legal advisors.

Contact of friends and relatives

Friends and relatives should be discouraged from telephoning or visiting you when you are at work, except in the case of emergencies. Any breach of this clause may result in disciplinary action and could lead to your dismissal without notice for gross misconduct.

Private mail

No private mail may be posted at the expense of the business unless a formal re-charge arrangement has been made. Private mail should not be received c/o the business as all mail received by us will be opened, including mail addressed to individuals.

Anti-Bribery, Gifts and Wills

The purpose of this policy is to set out the rules that must be followed by everyone in the Company so as to ensure that all dealings with Clients, Suppliers etc. are always appropriate, honest and above-board.

Statement

The Company's reputation is based on a number of factors, with quality of service, integrity, honesty and professionalism being of the highest importance. It follows that any act which might cast doubts about the Company's behaviour in relation to these factors is to be deplored.

Procedure and Guidance

Unacceptable behaviour

Bribery is the accepting of gifts, money, hospitality or other favours in return for providing something of value to the briber.

The following behaviour is unacceptable:

- accepting any financial or other reward from any person in return for providing some favour
- requesting a financial or other reward from any person in return for providing some favour
- offering any financial or other reward from any person in return for providing some favour

Business gifts

From time to time, Clients, suppliers or other persons might offer a gift to an employee. This could be a small item, or something of considerable value. All gifts, however small, must be reported and recorded. No gifts with a value of more than £5 may be accepted. If a gift is offered and then refused because of its value, this must be reported. Where refusal might cause offence (for example the gift is offered as appreciation for an exceptional quality of care and service), then this should be discussed with the employee's line manager and appropriate action decided upon.

Hospitality

From time to time, customers, suppliers or other persons might invite an employee to a hospitality event. All such invitations must be reported, and permission must be given before an employee accepts any invitation.

Attempts to bribe

Any employee who is concerned that he or she is potentially being bribed should report this matter immediately.

Clients' Wills and Bequests

Employees are expressly forbidden to become involved in assisting in the making of or benefiting from Clients' wills. As such care workers and other employees of the Company must refuse to offer any advice whatsoever, either to the Client, or anyone connected with the Client, on the making of wills, or their contents.

You must not be involved in the drafting of a will or act as a witness to a will or as an executor or beneficiaries of an estate for any resident or their relatives. You must not seek a legacy for yourself or for the Company from any residents who are about to make or change a will or in any way abuse the privileged relationship which exists between you and the service users.

You should not become involved in making funeral arrangements or disposing of the estate of any resident without the prior approval of management.

Employees who are approached by a service user in relation to any beneficiary, should report this without delay to your Line Manager and you should declare to the Company any bequests you receive upon the death of a resident/service user.

As with gifts, however, a sensible approach must be adopted where refusal may offend, and if a bequest is made to a care worker, or some other employee, without his or her prior knowledge, then this must be declared. If, after investigation, the Company is satisfied that nothing untoward has taken place, then the bequest may be accepted. Where a monetary bequest is made to the Company then such monies may be used for the benefit of all employees.

Any breach of the above rules can result in disciplinary action and may be treated as gross misconduct which can lead to dismissal without notice from the Company.

Disciplinary action

Any employee found to have offered or accepted a bribe or is believed to have committed an act in contravention of any of the proper standards of conduct outlined in this policy will face disciplinary action which could include dismissal for gross misconduct.

Raising concerns

If an employee is concerned that acts of bribery are occurring in the Company, they should inform their line manager in the first instance. If this course of action is inappropriate, the employee should inform another senior manager.

KLOE References for this Policy	Regulation directly linked to this Policy	Regulation relevant to this Policy
Safe Well-Led	Regulation 13: Safeguarding service users from abuse and improper treatment	Regulation 18: Staffing

Cash handling

All monies and client monies must be stored appropriately. You should always provide receipts when handling service user cash.

Handling Service Users' Money

- Where necessary as part of the care plan, any financial transactions on behalf of the service user must be recorded on the appropriate form, which is held in the service users' file within their home
- Any collection of state benefits must be performed in a regular, weekly fashion to avoid the accumulation of large amounts of cash.

Cash collections

Collections of money for gifts for employees are not allowed without management permission.

No-smoking policy

We operate a no-smoking policy. Smoking is not permitted in our buildings, premises, or in vehicles being used for business use. This clause also prohibits the usage of E-Cigarettes or similar products in our buildings, premises, or in vehicles being used for business use.

Employees are not permitted to smoke whilst in a service user's home, even if given permission by the service user. If you smoke in between service users then you must ensure that you do not arrive at the next visit with the smell of smoke on your clothes or breathe.

You may only smoke during authorised breaks and in allocated areas. You must wash your hands prior to restarting work after any smoking break. You are under no circumstances permitted to smoke on service user premises. This includes the use of e-cigarettes.

Anyone found doing so will be subject to disciplinary action, up to and including dismissal without notice for gross misconduct.

Good housekeeping

Work areas must be kept clean and tidy at all times to reduce the risk of fire and accidents.

Parking

Personal vehicles are parked at your own risk and we do not accept liability for any theft or damage.

Health and safety

Our Health & Safety Policy can be located in office in the Policies and procedures folder. It is essential that you comply with health and safety regulations. If you wilfully or by neglect fail to observe our health and safety rules and regulations, disciplinary action may be taken. In serious cases, such action may include your dismissal without notice for gross misconduct.

You must read and take note of any health and safety notices. You are expected to take reasonable care for your own well-being, and that of your colleagues.

Accidents at work

If you have an accident at work, however minor you may consider it, you must record it on the correct accident book or sheet. If you are working off site you should document the accident on the site where you are working and notify management immediately. You **MUST** provide details of the nature of the accident or injury, any first aid treatment that was administered, the names of any witnesses and the date and time the accident occurred.

Health and hygiene

If you have either been in contact with persons suffering from an infectious or contagious disease, or are yourself suffering from an infectious or contagious disease, you must report it to management before commencing work. Examples of such infectious or contagious diseases are influenza, coronavirus, norovirus, mumps and measles, as diagnosed by a medical professional. In these circumstances you should self-certify your illness until you obtain a medical certificate from your doctor. You must not attend work until you are certified as being fit to do so by your GP, and the risk of passing the infection to others has stopped.

Where there is any widespread infection such as COVID-19 you must adhere to the guidelines set out by the government and organisation, particularly when in communal spaces. Reporting of any symptoms that you may experience is essential in the management of such a virus and you would be expected to adhere to this.

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 or beard coverings and overalls/uniforms, where provided, must be worn at all times.
- 4) No jewellery should be worn, other than plain band wedding rings, without the permission of your Line 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 not report 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.
- 8) You must report to your Line Manager before commencing work.

Stop and search

As a security measure, we may request to carry out a search of you or your property at any time. This may either be on the premises or elsewhere if you are working for us at the premises of a third party.. This will not involve body searches, but will include searches of your personal possessions such as your bags, locker, or car etc. The police may be called at any stage of the search if there is any suspicion of theft.

If a search reveals that an employee has any unauthorised Company property, prohibited substances or items in their possession, the Company's Disciplinary Procedure will be invoked which can result in summary dismissal for Gross Misconduct.

We would normally only make a request to search in exceptional circumstances and if we have a reasonable belief we may find evidence of some criminal offence or potential criminal offence or illegal activity. However, there may be some other situations where we may request to carry out random searches in certain locations or for specific reasons. For example if there are increased security checks required due to an increased risk of terrorist activity.

All colleagues have the right to decline being searched, but if there is a good reason why this request has been made and no clear explanation as to why the request has been declined, then this may be taken into account in any investigation into any allegations that may have been identified. If we do request a search of you or your property, this will be done in a professional and confidential way and carried out by the most appropriate person in the circumstances, taking into account the reason for the search where it is taking place and who is available in that location at that time.

If managers believe it may be appropriate to carry out a search, they should seek advice from the Operations Manager on the best way forward.

In most cases, it will be appropriate for an independent witness to be present at the search. Where possible, the colleague who has been asked to agree to a search will be given the opportunity to suggest who they would prefer to be that witness. As long as that person works for our organisation or associated group and is available in that location at that time this will be agreed wherever possible. If the person requested is not available, the manager planning to carry out the search will seek to agree with the colleague a mutually acceptable alternative witness who is available at that time in that location. Again this person will need to work for the organisation or associated group. If it is not possible to agree on a suitable witness then the colleague can choose to decline to be searched, as explained above.

The only time it would not be necessary to have a witness is if this is at the express request or agreement of the colleague being searched.

Economy

We maintain a policy of 'minimum waste' to achieve cost effective and efficient running of all our operations. Every employee has a responsibility to promote this policy by avoiding unnecessary or extravagant use of services, time, materials, light, heating, water etc. You should also co-operate with any recycling schemes that are introduced.

CCTV/security cameras

You should be aware that you may be observed via CCTV or security cameras. Our aim is to ensure that all cameras are set in a way that causes minimal intrusion of staff privacy. In areas of surveillance signs will be displayed prominently to inform employees that CCTV is in use.

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

Any information gained by CCTV or security cameras may be used as considered appropriate and may be used during disciplinary proceedings where such evidence shows misconduct. The employee will be given opportunity to view and respond to these images.

Images are securely stored and only authorised personnel will have access such as senior management and HR. Additionally such information may be shared externally with relevant authorities where appropriate and third party Employment/Legal advisors.

The images will be retained for 30 days.

In addition, you should also be aware that the CCTV system does have the facility to make audio recordings. Covert audio recording will only ever be set up as part of investigations or detection of crime or serious misconduct.

Employee notices

It is our policy to keep you informed of any changes that may affect you. This will be done through the use of the notice boards, meetings, email or by letter.

Changing terms and conditions of employment

We reserve the right to change your terms and conditions. Any changes will be discussed with you prior to the proposed change in a consultation exercise and the appropriate notice will be given

Resignation

If you wish to resign from your position you must inform a member of management verbally or in writing. The period of notice will begin from the date we receive this notification. Your last day of employment will be the date on which your notice expires unless agreed otherwise. The amount of notice you need to provide will be detailed within your Terms and Conditions of Employment. If you leave your employment without working notice, or giving the required notice, and we incur any additional cost or suffer any loss because you have failed to work it, this cost may be deducted from any wages or money owed to you.

If you are dismissed for gross misconduct you will not be entitled to notice or notice pay.

Working Notice

In all cases the Company reserves the right to enforce your full notice period. Your full remaining annual leave entitlement should be taken during your notice period in agreement with your line manager. Exceptionally, if this is not possible, your manager may agree to make a payment in lieu of this. If you leave any day other than the last working day of that month, that month will not count for annual leave purposes.

If you resign and are in possession of Company property, you should make your manager aware of these, and arrange how they will be handed back to the Company. You remain bound by the confidentiality arrangements outlined in your contract of employment during this period.

In exceptional circumstances, if deemed appropriate and as an alternative to working your notice, the Company reserves the right either to transfer you to other suitable duties during your notice period or to require you to accept payment in lieu of any entitlement to notice.

References

It is company policy that basic references are completed for non regulated roles. However, should we be contacted to provide a reference relating to regulated activity then we must comply with the questions being asked and provide factual responses, where required to do so.

Garden leave

We reserve the right to place an individual who is on notice on "Garden Leave". Under this, we may require you to neither attend your place of work, nor to contact client's, customers and suppliers whether current or potential,

and may not provide you with any work or may provide you with alternative work of a broadly similar nature. This right is exercisable at our absolute discretion. Whilst on “Garden Leave” you will receive your basic pay and still be subject to our rules and disciplinary procedures. We reserve the right to require you to take any accrued but untaken annual leave during any period of Garden Leave.

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.

Pay in lieu of notice

We reserve the right to make a payment in lieu of notice for all or any part of your notice period on the termination of your employment. This provision, which is at our discretion, applies whether notice to terminate the contract is given by you or by ourselves. Any such payment will consist of basic salary only, and will be subject to deductions for Income Tax and National Insurance Contributions.

Other Conditions on Leaving

On leaving, the Company will deduct from any money due to you such sums as you may owe to the Company. These may include, but are not restricted to, any loans, relocation assistance, court orders and payment made for holidays taken in excess of entitlement.

If you leave without giving notice and without the Company’s agreement, you are in breach of your contract and you may forfeit some or all of any salary due to you.

Before leaving, you must hand over to your manager all articles belonging to Doves Care & Support including your ID badge and any documents, equipment and computer software used at home. Documents and software include (but are not limited to) correspondence, diaries, address books, databases, files, reports, plans, records or any other medium for storing information. You should not retain any copies, drafts, reproductions, extracts or summaries of documents and software.

WORKING WITH SERVICE USERS

New employees

No duties will be offered to an employee until they receive full induction training and all other necessary training. The allocation of duties will be dependent on each employee’s skills, competencies, experience, availability and the needs of service users. We will inform the employee on their visit schedule or by telephone the type of tasks and duties undertaken for each service user. It is the employee’s responsibility to ensure that the care plan is read on the first visit to a new package.

Spot checks

Occasionally, on a random basis, employees will be spot checked during the delivery of the service. The spot check will be undertaken by a competent and trained member of staff. This spot check, and the completed form associated with it, will then be discussed during formal supervision by the manager.

Recording

All employees are required to record all tasks undertaken during service user visits; this may include some of the following:

- MS SMR chart
- attendance record
- daily record.

It could also include

- Recording of tasks asked to be undertaken from the district nursing service or the GP surgery
- Reporting of any incidents or accidents that occurred during your visit to the service user.

Tasks

All tasks identified in the care plan should be undertaken during the visit; if for any reason it is not possible to complete the tasks then the office should be informed.

Medication

The medication support plan is printed on coloured paper for easy identification. Only service users who require medication will have these forms in situ. They must be completed in full, particularly the MAR chart and the error-reporting sheet. You will receive training in the safe administration of medicines before being expected to perform this task.

Basic Life Support

Effective emergency aid relies on observation, assessment and immediate action by someone who is calm and able to rationalise and make judgments. Never place yourself or the service user in danger.

Be realistic about your limitations and summon assistance as soon as is practicable; if in any doubt, summon assistance via 999 or request advice via the GP or NHS 111. Never leave a service user until you are sure you have done as much as you can to assist them and to ensure that medical assistance arrives. Upon the arrival of the health services your role is to comply with any requests they make.

The office must be informed as soon as is practicable and a record made as appropriate.

Moving and Handling

Any duties that include moving and handling cannot be undertaken until you have completed a certified moving and handling course at this organisation, which course forms part of your induction training.

Risk Assessments

Risk assessments are a mandatory requirement within the care needs assessment process and cover a variety of areas including medication, environment, manual handling, health, mobility and more. All risk assessments that have been undertaken as part of the care needs assessment process will be recorded and held within the service user's home file. It is your responsibility to read them and ensure that they are put into practice.

DEATH OF A SERVICE USER

It is a rare occurrence, but if death has occurred before the commencement of the visit or occurs during the visit then the following procedure should be followed:

- Inform the office or on-call duty immediately; they will support you and advise on the steps to take
- Telephone the service user's GP; if out-of-hours then telephone the number on the answerphone to inform them of the death
- Await the arrival of the GP, paramedic or medical practitioner who will formally take charge of the situation
- Although you might be distressed, particularly if you knew the service user well, try to keep calm and maintain a professional approach to the situation
- After death, observation of any religious, cultural or faith practices must be adhered to and the family should be contacted in order that this observance can take place. If there are any notes that would assist in this please share them with the health professionals in order that they can then discuss them with the family
- Do not leave the service user until someone has arrived to take charge of the situation, e.g. family, GP, paramedic, police or coroner.

EQUALITY, INCLUSION AND DIVERSITY POLICY

Statement of policy

The terms equality, inclusion and diversity are at the heart of this policy. 'Equality' means ensuring everyone has the same opportunities to fulfil their potential free from discrimination. 'Inclusion' means ensuring everyone feels comfortable to be themselves at work and feels the worth of their contribution. 'Diversity' means the celebration of individual differences amongst the workforce. We will actively support diversity and inclusion and ensure that all our employees are valued and treated with dignity and respect. We want to encourage everyone in our business to reach their potential.

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 policy.

Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action up to and including dismissal.

The aim of the policy is to ensure no job applicant, employee or worker is discriminated against either directly or indirectly on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation.

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.

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

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.

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

Recruitment and selection

The recruitment and selection process is crucially important to any equality, inclusion and diversity 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.

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.

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

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

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

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

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.

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

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

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.

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

Training and promotion

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

All promotion will be in line with this policy.

Monitoring

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

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.

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.

DRUGS AND ALCOHOL POLICY

The use of illegal drugs, 'legal highs' or consumption of alcohol in the workplace are not permitted under any circumstances and may lead to disciplinary action that could result in your dismissal without notice for gross misconduct.

You should be aware of the following rules which form our drugs and alcohol policy:

- If you are found to be consuming alcohol or deemed to be under the influence of alcohol in the workplace or during your working hours this may be treated as gross misconduct under the disciplinary procedure.
- The taking of illegal drugs or 'legal highs', or being under the influence of illegal drugs or 'legal highs' by any employee in the workplace or during working hours may be treated as gross misconduct under the disciplinary procedure. We also reserve the right to inform the police.
- The possession of drugs for any reason other than medical is strictly forbidden.
- We may ask you to undertake a medical examination and/or an appropriate test if we believe that you are under the influence of alcohol and/or illegal drugs and/or 'legal highs' in the workplace. In addition, we also reserve the right to undertake random testing. If you refuse to take part in a medical examination or appropriate test, this may be treated as gross misconduct and appropriate inferences drawn from your refusal to participate.
- If you are ever asked to purchase alcohol by a service user they may only do so where it is recorded as part of the care plan.
- Illegal drugs can never be purchased for a service user and doing so will lead to disciplinary action

If employees attend social business/client functions outside of working hours and are representing the company, then they are expected to moderate their drinking, and stay well within the legal limit if driving. Consuming drugs on these occasions is strictly forbidden.

COMPUTER POLICY

As part of your duties, you are likely to make use of our computer systems and therefore you should be aware of our Computer Policy as set out below. Any employee who is unsure about whether or not something they proposes to do might breach this policy should seek advice from their line manager.

General Rules

- You are not permitted to use our computers for personal use. The term 'computer' is also deemed to include peripheral devices such as hand held/portable electronic devices, printers, storage devices, and scanners.
- You are responsible for making sure that any faults or problems that occur whilst you are using the computers are reported to your line manager.
- If you have access to confidential information and/or data on the computers, you must ensure that such information and/or data remains confidential and is kept secure.
- If you have been issued with a password or other secure means that gives you access to the computers or any part of our computer systems, you must keep the password/means of access confidential. It can only be given to of management.
- Employees need to ensure that screens are locked when away from their workstation.
- Unless you have the prior written permission of management, you are not permitted to make or distribute copies of any software on the computers, particularly when copying such software will amount to a breach of copyright.
- If you need to make copies of information so that you can work on your home computer you will need the prior permission of management.
- You may only load onto the computers, software which has been authorised by management.
- We consider the following as examples of inappropriate use of its computers; engaging in on-line chat rooms, on-line gambling sites and pornographic sites, social networking for personal use, blogging,

forwarding of electronic chain letters or similar material. Such use will be dealt with under the disciplinary procedure and may result in disciplinary action, up to and including dismissal without notice for gross misconduct.

- Our email system is intended to promote our business by making communication more effective. You should only use this system for legitimate business purposes. You are not permitted under any circumstance to use your work provided email address for personal purposes.
- Any email that you send through our computer systems or mobile telephones are our intellectual property. We reserve the right to retrieve all emails or monitor internet usage for any reason permitted by law.
- Emails that employees intend to send should be checked carefully by the sender. The use of email to send or forward messages that are defamatory, obscene or otherwise inappropriate will be treated as misconduct under the disciplinary procedure. In serious cases, this could be regarded as gross misconduct and lead to summary dismissal.
- Employees should exercise care not to copy emails automatically to all those copied in to the original message to which they are replying. Doing so may result in disclosure of confidential information to the wrong person.
- If you receive an email that was not meant for you, you should immediately notify the sender and delete the message. If you receive an email that has inappropriate contents, you should notify your line manager immediately.
- If you deliberately or knowingly misuse our computer or email system, we may consider this to be gross misconduct. We will not tolerate the sending of emails that are malicious, untrue, obscene, defamatory or in any way offensive. We will operate our disciplinary procedure in respect of any such misuse.
- Anyone found visiting pornographic or illegal sites, downloading or circulating pornographic or illegal material will be subject to disciplinary action and if necessary the police will be informed. We consider such actions to be gross misconduct offences which can lead to your dismissal without notice.
- Anyone found downloading or circulating other non-business material including films and music will be subject to disciplinary action, up to and including gross misconduct which can lead to your dismissal without notice.

Monitoring of electronic communications

1. In accordance with the law we will exercise our right to intercept and monitor electronic communications received by and sent from employees such as text and email messages. This may be to monitor criminal or unauthorised use, viruses, threats to the computer system, or to ensure the effectiveness of its operations and compliance with our policies and procedures.
2. The following are considered to be valid reasons for checking an employee's email and electronic communications:
 - If the employee is absent for any reason and communications must be checked for the smooth running of the business to continue.
 - If the Company suspects that the employee has been viewing or sending offensive or illegal material, such as material containing racist terminology or nudity (although the Company understands that it is possible for employees inadvertently to receive such material and they will have the opportunity to explain if this is the case).
 - If the Company suspects that an employee has been using the email system to send and receive an excessive number of personal communications.
 - If the organisation suspects that the employee is sending or receiving emails or other electronic communications that are detrimental to the Company.

When monitoring emails, the Company will ordinarily confine itself to looking at the address and subject heading of the emails, unless further investigation is believed warranted.

Using Computers or other electronic devices for remote communication

Working from home or remotely has recently become a more common practice and can be vital in ensuring that we can maintain our service provision if usually face to face communication ever becomes disrupted. You may therefore be required to engage in meetings via communication platforms such as Zoom, Microsoft Teams or Skype.

With this it is important that employees continue to conduct themselves in a professional manner in keeping with the policies and procedures of the organisation. Employees should also ensure the following;

- You must ensure that you dress in appropriate attire as you would normally do for any meeting in keeping with the organisations dress code.

- Be mindful of where you are set up to participate in your meeting, where possible this would be at a desk, table or office space.
- You should ensure that you participate in any meeting from a quiet, private location. Where possible no family or friends should be in the same room as you and you should avoid using public locations. This is key in ensuring that discussions taking place remain private, confidential and professional.
- In order for meetings to be successful and timely please always ensure that you are well prepared and if arranging any meetings that your colleagues or service users are too. This may include some of the following; checking software, what your camera may show in your location, that the battery on your device is well charged.
- Never leave your computer or device whilst you are still logged into a meeting, if you need to leave the room and meeting for any reason ensure you log out and back in as required.

USE OF INTERNET SOCIAL NETWORKING SITES

General

Social media can be a very powerful tool and as a Company, we want to embrace its use. We use social media to make our service users aware of promotions and other relevant information and to ensure we maintain a professional relationship with our service users you should not add or accept “friend requests” from our service users on your private social media accounts.

We require employees to understand the potential for breaches of confidentiality and abuse of others when using social media networking websites (such as ‘Facebook’ or ‘Twitter’). Employees should be aware that there are many more examples of social media than can be listed here and this is a constantly changing area and should follow these guidelines in relation to any social media that they use.

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

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

You may be called upon to justify the amount of time you have spent on the internet or the sites that you have visited during working time.

The Company reserves the right to monitor your internet usage and considers the following to be valid reasons for checking an employee's internet usage:

- If the organisation suspects that the employee has been viewing offensive or illegal material, such as material containing racist terminology or nudity (although the organisation understands that it is possible for employees inadvertently to view such material and they will have the opportunity to explain if this is the case).
- If the organisation suspects that the employee has been spending time viewing websites that are not work related.

Monitoring will consist of checking the websites that an employee has visited and the duration of such visits.

Monitoring of an employee's email and/or internet use is considered to be in the organisation's legitimate interests and is to ensure that this policy on computer use is being complied with.

The data controller is Felix Ihah, Operations Manager.

Monitoring will normally be conducted by the organisation's management team. The information obtained through monitoring may be shared internally, including with members of the HR team, an employee's line manager, managers in the business area in which the employee works and IT staff if access to the data is necessary for performance of their roles.

Information may also be shared with third parties such as our HR/legal advisors, legal authorities or law enforcement. However, information would ordinarily be shared in this way if the Company has reasonable grounds to believe that there has been a breach of the rules set out in this policy or a breach of the law.

The information gathered through monitoring will be retained only long enough for any breach of this policy to come to light and for any investigation to be conducted. Data is normally securely destroyed after twelve months, depending on the reasons for monitoring.

Workers have a number of rights in relation to their data, including the right to make a subject access request and the right to have data rectified or erased in some circumstances. You can find further details of these rights and how to exercise them in the Company's data protection policy. If workers believe that the organisation has not complied with their data protection rights, they can complain to the Information Commissioner.

Confidentiality

You must not discuss or make direct or indirect reference to our business, your work, colleagues, suppliers, client and customers, whether potential or current, or any associated business on social networking sites. This is essential so as to preserve the confidentiality and security of all concerned and to ensure that we comply with our obligations under General Data Protection Regulation (GDPR).

Staff should not do anything to jeopardise our confidential information and intellectual property through the use of social media. You should not use our logos, brand names, slogans or other trademarks, or post any of our confidential information.

Discussions Regarding Your Employment

Entering into discussions about your activities at work when you are outside of work may be misinterpreted and, therefore you are required not to make any comments if they could be related to our business or your work in any way. Even making general comments about your time at work could be misconstrued.

You should not make any comments that are derogatory or may bring reputation of the business, or anyone associated with it into disrepute.

Staff should make it clear in social media postings that they are speaking on their own behalf. You should write in the first person and use a personal e-mail address when communicating via social media.

If you see content in social media that disparages or reflects poorly on our business, you should contact a member of management as soon as possible.

Bullying and Harassment

Employees should not use social networking websites to harass, intimidate or discriminate against any other employee in breach of our Prevention of Harassment and Bullying Policy or our Equal Opportunity Policy.

Breach of this Policy

Any employee found to be in breach of this policy or the above mentioned policies may be subject to disciplinary action, up to and including dismissal without notice for gross misconduct where circumstances warrant it.

If you are unsure about your obligations under this policy, or wish to discuss this in more detail, please speak to a member of management.

3.

VEHICLE POLICY

As part of your employment, you may have access to a vehicle belonging to the business. If you have, this vehicle policy will apply to you.

General Rules

- Such vehicles may only be driven by authorised drivers who must hold and be able to prove they possess a full driving licence. If you are an authorised driver, you must produce your driving licence for inspection on request in order to comply with Road Traffic Regulatory and Insurance requirements and to protect our legitimate business interests. The licence must be provided within two working days of the request being made other than in exceptional circumstances. A copy of your driving licence will be held on your personnel file. It is your responsibility to keep us updated as to the validity of your licence and also to inform us of any subsequent points received on your licence or if you become disqualified from driving. Please see below in relation to subsequent points and disqualification.

- The driver of the vehicle concerned is responsible for the payment of any fines incurred as a result of a motoring offence, including parking fines.
- We must be informed in writing immediately if you are prosecuted for any road traffic offences, or if your driving licence is endorsed, or you are disqualified from driving.
- If a vehicle has been allocated to you, you are responsible for that vehicle whilst it is in your care. The vehicle must be kept clean and tidy, and in a road-worthy condition at all times. Any defects should be reported to your manager immediately.
- You are responsible for daily maintenance, such as checking oil and water levels, battery and brake fluid, and tyre pressures, and checking that the tread of all tyres conforms to the minimum legal requirement. You must ensure that maintenance checks are carried out in line with the manufacturer's recommendations and you are required to present the vehicle for servicing at a recognised dealer when the regular service falls due. We will reimburse all costs incurred relating to proper vehicle maintenance.
- The vehicle must be driven in accordance with the Road Traffic Acts/Regulations. You are required to adhere to all relevant road speed limits and drive in a safe, courteous manner at all times. If you are considered to be driving carelessly or recklessly in your use of the vehicle, which may include exceeding speed limits, you may be subject to disciplinary action. This may result in the withdrawal of authorisation to drive one of our vehicles without compensation. If you are deemed to have been driving recklessly, and/or without due regard for the legal road speed limits and/or fellow road users, this may lead to disciplinary proceedings which could result in your dismissal without notice for gross misconduct.
- If the vehicle is left unattended, it should be secured and locked. When there is no authorised driver in the driving seat, the ignition keys should be removed from the ignition and kept safely by the person responsible for the vehicle. Serious negligence which causes unacceptable loss to us will lead to disciplinary action and may result in your dismissal without notice for gross misconduct.
- No fixtures, such as aerials, roof racks, towing apparatus or stickers, may be attached to any of our vehicles without prior written permission from management. No change may be made to the manufacturer's mechanical or structural specification of the vehicle. Anyone found to have done so will be subject to disciplinary action up to and including dismissal without notice for gross misconduct.
- We do not take any responsibility for personal items left within vehicles being used for business use.
- Vehicles provided by us may not be used for any purpose other than that which has been previously authorised.
- On the ending of the employment relationship, for whatever reason, it is the responsibility of the driver to return the vehicle in a condition that is commensurate with fair wear and tear. Should there be any remedial repairs required that cannot be attributed to fair wear and tear, the cost of rectifying any damage will be the responsibility of the driver concerned.
- You must advise the Registered Home Manager of accidents, fines, penalties or legal endorsements received immediately, including any medical conditions, recommendations and/or endorsements that may prevent you from driving.
- If you are disqualified from driving, and driving is an essential part of your job, we cannot guarantee to find you alternative employment and thus you may be dismissed.

Accidents

- If you are involved in a road traffic accident which causes damage to property or another vehicle, or injury to any person or notifiable animal, you are required to give your name and address, the name and address of the keeper of the vehicle, the registration number of the vehicle and the name of the insurance provider, to any person having reasonable ground to require such information.
- If for some reason it is not possible to give this information at the time of the accident, the matter should be reported to the police as soon as possible, but within 24 hours of the occurrence and contact details of that person taken.
- In addition, in the case of an incident involving injury to another person or to a notifiable animal, you are responsible for notifying police of the occurrence. The accident must be reported to a police station or to a police officer within 24 hours. If you are not then able to produce an insurance certificate, you must, in any event, produce it in person within 5 days after the accident, to such police station as you may specify at the time of first reporting the accident.
- For security reasons, insurance certificates are to be held by the business.
- All accidents must be reported to management as soon as possible and at least within 24 hours of the accident, even if there appears to be no consequence. You may then be required to complete an accident report and co-operate with any resulting investigations.

Fuel

If you are found using fuel for unauthorised personal use at our expense, you may face disciplinary action that could result in your dismissal without notice for gross misconduct.

Driving and mobile phones/Smartwatches

It is a criminal offence to drive whilst using a mobile telephone which is not attached to a hands-free set. 'Driving' includes being in charge of the vehicle even if it is stationary with the engine off. 'Using a mobile telephone' includes making and receiving calls and sending and reading text messages. You should also avoid using mobile phones for any other purpose i.e. using the internet, instant messaging, reading and responding to emails.

Hand held mobile telephones should only be used when parked up with the engine off and the key removed from the ignition. We take this matter very seriously and using a hand held mobile telephone whilst driving (see above definition) in vehicle being used for business use may result in disciplinary action up to and including dismissal without notice for gross misconduct.

Using a hands-free telephone or smartwatch is distracting, and should only be used to make or receive calls when it is safe to do so and ensuring compliance with legislation at all times. If you are using a mobile phone, even if it is hands-free, and your ability to control the vehicle and drive in a safe manner is compromised, you may still be prosecuted. You are required to drive safely and with due care and attention on any business journey.

Vehicle tracking

If Applicable:- We reserve the right to install vehicle tracking devices into any business provided vehicle.

Such information will be used to assess driver performance and to assist evidentially for insurance purposes.

Information will be securely stored and only authorised personnel will have direct access such as senior management and HR. Additionally, such information may be shared externally with relevant authorities where appropriate and third party Employment/Legal advisors.

Satellite-navigation

If you are issued with a satellite-navigation system for use in a business provided vehicle or in your own vehicle for work purposes, you must remove it from the vehicle when it is parked and unattended. You agree that if you do not do so and the item is lost or stolen, we may deduct the replacement cost of the device from your salary or any money owing to you; any such deduction would be pursuant to Part II of the Employment Rights Act 1996.

You should not set or reset any satellite-navigation systems whilst driving. Any changes to such devices should only be made when the vehicle is stationary with the engine off.

Personal liability for damage to vehicles

You are only allowed to use business vehicles for those uses specified by us.

By using a business provided vehicle, you agree that if this is damaged through your negligence, fault or lack of care, then you may be required to rectify the damage at your own expense or pay the excess part of any insurance claim. You agree that we may deduct such sum from your salary or any money owing to you; any such deduction is pursuant to Part II of the Employment Rights Act 1996.

USING OWN VEHICLE FOR BUSINESS USE

General

If you are using your own personal vehicle for business use you may be entitled to reclaim business mileage. You should complete the appropriate expenses claim, which should be authorised by management and then submitted for processing. Mileage is currently paid at statutory rate.

We expect you to have a vehicle suitable for the job that you are doing. If you are using your own personal vehicle for business use, you must ensure you have insurance providing cover for business use and vehicle breakdown recovery.

Evidence of insurance must be produced prior to initially using your vehicle for business purposes, as must (where applicable) a valid M.O.T. certificate and full driving licence for the vehicle type. We may from time-to-time require you to produce these documents on request, for routine verification in order to comply with road traffic regulatory requirement and to protect a legitimate business interest.

At all times whilst the vehicle is used for business purposes it must be maintained in accordance with the manufacturer's recommendations and Road Traffic regulatory requirements. This includes ensuring that the following checks are carried out before each journey.

- Fluid levels

- Engine oil,
- breaks, clutch power steering
- windscreen wash
- Battery check for signs of corrosion
- Ensure all lights work, Headlights, brake lights, indicators
- Check tyre pressure, tread,
- general wear and tear
- check horn,
- mirror
- seat

Winter Check list

- Check battery
- Check antifreeze
- check screen wash
- check wipers
- check tread
- consider getting winter tyres
- ice scraper/de icer spray (do not use hands)
- check brakes
- tyre inflator
- jump leads
- spare bulbs

How To Safely Defrost your Windscreen

3. Start engine
4. Turn on heater
5. Do not use your hands , use lint free absorbent cloth.

You are expected to drive in a safe and courteous manner in accordance with the Road Traffic Acts/Regulations at all times on business journeys. If you are considered to be driving carelessly or recklessly on business journeys you may be subject to disciplinary action which may result in your dismissal without notice for gross misconduct.

Driving and mobile phones/Smartwatches

It is a criminal offence to drive whilst using a mobile telephone which is not attached to a hands-free set. 'Driving' includes being in charge of the vehicle even if it is stationary with the engine off. 'Using a mobile telephone' includes making and receiving calls, and sending and reading text messages. You should also avoid using mobile phones for any other purpose i.e. using the internet, instant messaging, reading and responding to emails.

Hand held mobile telephones should only be used when parked up with the engine off and the key removed from the ignition. We take this matter very seriously and using a hand held mobile telephone whilst driving (see above definition) on a business journey may result in disciplinary action.

Using a hands-free telephone or smartwatch is distracting, and should only be used to make or receive calls when it is safe to do so and ensuring compliance with legislation at all times. If you are using a mobile phone, even if it is hands-free, and your ability to control the vehicle and drive in a safe manner is compromised, you may still be prosecuted. You are required to drive safely and with due care and attention on any business journey.

Satellite-navigation

If you are issued with a satellite-navigation system for use in your own vehicle for work purposes, you must remove it from the vehicle when it is parked and unattended. You agree that if you do not do so and the item is lost or stolen, we may deduct the replacement cost of the device from your salary or any money owing to you; any such deduction is pursuant to Part II of the Employment Rights Act 1996.

You should not set or reset any satellite-navigation systems whilst driving. Any changes to such devices should only be made when the vehicle is stationary with the engine off.

GRIEVANCE PROCEDURE

We recognise that from time to time you may wish to raise concerns relating to your employment, or discuss matters that are causing you personal distress or upset whilst at work. It is our policy to encourage free communication between employees and management to ensure that any problem or issue arising during the course of employment can be resolved as fairly and as quickly as possible.

Informal stage

In order to achieve a speedy resolution of any problem or issue that you may have, you should start by having an informal discussion with your manager. Having an informal discussion can quite often solve the problem. Should your grievance concern your manager, or if you feel it too serious to raise informally, you should raise the matter through the formal procedure as set out below.

Formal stage

If the matter cannot be resolved by informal discussion or if you are not satisfied with the outcome of the informal stage then you must submit a formal written grievance to your manager or another manager of the same level, where applicable. You should try to explain fully the nature of your complaint and any desired outcome you are looking to achieve.

You will then be invited to attend a formal hearing to discuss your grievance further. At the hearing, you have the right to be accompanied by either a work colleague or an accredited Trade Union representative. The Company reserves the right to involve 3rd party advisors.

Following the formal hearing and once matters have been investigated by us you will receive a written outcome to your grievance.

Appeal stage

Following the grievance meeting and its subsequent outcome, if you are still not entirely satisfied or consider you have not been fairly treated you may appeal in writing. Your appeal should say why you are appealing against the decision and this needs to be received by us within 7 calendar days from when the written outcome was sent to you, unless exceptional circumstances prevail.

You will then be invited to an appeal hearing at which you will also have the right to be accompanied by either a work colleague or an accredited Trade Union representative. You will receive at least 24 hours' notice of the appeal hearing.

Following the appeal hearing, you will receive a written outcome which in turn will conclude the process.

PREVENTION OF HARASSMENT AND BULLYING POLICY

Introduction

Harassment is unwanted conduct that violates a person's dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment. Harassment can take many forms, occur on a variety of grounds and may be directed at an individual or a group of individuals. It is the act itself and the impact on the individual, not the intentions of the perpetrator, which determines what constitutes harassment. Everyone reacts differently, and what may not be offensive to one person may be offensive to another. Harassment may be unintentional on the part of the perpetrator.

Harassment and bullying based on race, nationality, ethnic origin, religion or belief, gender, marital status, pregnancy, sexual orientation, disability, age, part-time status or trade union activities or even personal characteristics, breaches our Equal Opportunity Policy, interferes with an individual's work performance and affects health, confidence and morale. We do not tolerate such behaviour, and will take disciplinary action against employees who breach this policy up to and including dismissal without notice for gross misconduct where circumstances warrant it. If the perpetrator is not an employee of the business we will take whatever steps are reasonably practicable to protect you from harassment in the course of your employment.

Responsibility of managers and all employees

Staff in supervisory or management positions must ensure that, as far as they are able, they act immediately if they become aware of any harassment or bullying taking place and are supportive towards any employee who complains of the same.

All employees have a responsibility to understand and comply with this policy at all times and to report any harassment or bullying they are aware of within the workplace to their manager or another manager of the same level, where applicable.

Harassment and bullying may occur between employees outside working hours, for example at work related social functions and this should also be reported so appropriate action can be taken.

Identifying harassment and bullying

Generally, harassment means conduct which is unwanted or offensive to the recipient, however reasonable, legitimate and constructive feedback on an employee's performance or behaviour would not be addressed under the realm of bullying or harassment. For example, sexual attention becomes sexual harassment if it persists after it has been made clear that the recipient regards it as offensive or unwelcome. One incident alone may constitute sexual harassment if it is sufficiently serious. Victimisation or making fun of an employee who has complained in good faith of bullying or harassment is in itself an act of harassment.

The following are examples of unacceptable conduct that will amount to a breach of this policy and will be dealt with under the disciplinary procedure and where warranted treated as gross misconduct. These examples are not exhaustive and there may be others.

Physical and non-verbal conduct:

- Unnecessary touching, patting, pinching or pushing;
- Compromising personal space;
- Assault;
- Simulating sexual acts;
- Ignoring an individual;
- Displaying suggestive or offensive pictures, objects or written materials;
- Leering;
- Whistling;
- Suggestive or offensive gestures; and
- Inappropriate use of emails.

Verbal conduct:

- Persistent requests to join in social activities (after it has been made clear that such requests are unwelcome);
- Advances or unwelcome attention of a personal nature;
- Offensive and suggestive remarks;
- Threats;
- Intimate questions;
- Innuendoes;
- Lewd comments;
- Obscene jokes;
- Foul language;
- Inciting racial hatred;
- Racial or sexual abuse;
- Derogatory language; and
- Inappropriate comments about dress, appearance or physique.

Informal procedure to report harassment

If you believe you are the victim of conduct that constitutes harassment or bullying, you should, if you feel able to, make it clear to the perpetrator that you find such conduct unwelcome or offensive. This may be sufficient to stop the harassment. Where the harassment continues or where it is difficult or inappropriate for you to raise the issue with the alleged perpetrator (for example, where that person is in a senior position or is not an employee of the business), you should report the matter verbally to your manager or another manager of the same level, if applicable. If you do not wish to make a formal written complaint then the person dealing with the issue may deal

with the matter on an informal and confidential basis by speaking to the alleged perpetrator on your behalf. A mediation meeting between you and the alleged perpetrator facilitated by a neutral mediator might be an option at this or a later stage.

Formal procedure

If you wish to make a formal complaint, this should be made in writing to your manager or another manager, of the same level, if applicable, if your complaint relates to your own manager. The issue will then be processed within the Grievance Procedure. As far as is reasonably practicable, confidentiality will be preserved. During any investigation we may suspend the alleged perpetrator on full pay and benefits or temporarily re-deploy them. Suspension or temporary redeployment during investigation is a precautionary measure only and is not considered disciplinary action and does not imply determination of guilt or innocence.

Outcomes

Following completion of the investigation, if the complaint is substantiated, disciplinary action may be taken against the perpetrator. Serious incidents (even of a one-off nature) can constitute gross misconduct for which the perpetrator may be dismissed without notice.

DISCIPLINARY RULES AND PROCEDURES

The purpose of this disciplinary procedure is to ensure that our process for disciplining staff is applied fairly and consistently in relation to conduct, performance and absence, whilst still ensuring that each disciplinary matter is taken on its own merits. The disciplinary procedure is an internal process, and it is therefore not anticipated that with the exception of any certified trade union officials who might represent employees, that there is a need to correspond with any external parties throughout the disciplinary process.

Depending on your length of service with us, we reserve the right to vary this disciplinary procedure. In particular, for those employees who have a short amount of service (less than 2 years) with us, we reserve the right to follow alternative processes which will typically be shorter in nature and can result in dismissal without any prior warnings having been issued.

The policy outlined in this section is not designed to be a contractual process (and hence does not have contractual status).

The Procedure

Investigation

Before contemplating disciplinary action against any employee, we will generally undertake an investigation to ensure that there is a case which justifies progressing the matter to a formal disciplinary hearing.

This may or may not involve speaking to you.

Suspension

Where serious allegations are being investigated, or it is thought otherwise necessary by us, you may be placed on paid suspension whilst the investigations are undertaken.

Such action is a neutral act and should not be deemed to be a disciplinary sanction in itself and it should not be viewed in any way as an indication of guilt.

If placed on paid suspension, you will be informed of the terms that relate to your suspension which will normally involve ensuring you remain available to us during your normal hours of work and refraining from contacting (without permission from us) anyone involved in the investigations.

Invitation to the Hearing

Before a formal disciplinary hearing takes place, you will ordinarily be notified in advance of the hearing, in writing, setting out the grounds for disciplinary action being considered against you.

You will be given a minimum of 24 hours written notice of the disciplinary hearing.

Additionally, prior to the disciplinary hearing, you will usually be provided with copies of all the evidence that will be relied upon as part of the disciplinary hearing.

The Hearing

After receiving written notice of a disciplinary hearing, the disciplinary hearing will take place. Normal practice is that such meetings will be held at the office.

You are expected to attend the disciplinary hearing unless you have a valid reason preventing you from attending. It will always be deemed a reasonable management instruction that you attend the disciplinary hearing, and therefore if you fail to do so, without a reasonable excuse, your actions may amount to gross misconduct, and can warrant summary dismissal.

Furthermore, if you fail to attend the meeting without good reason, then any scheduled disciplinary hearing may still proceed, and a decision may be made in your absence.

In the event that you are unable to attend the hearing, for any reason, such as sickness, we may consider alternative means for proceeding with the hearing. This may include holding the meeting at an alternative venue (including your home) or by the provision of written submissions for consideration at a meeting held in your absence.

You may be accompanied at any disciplinary hearing by either a work colleague or a certified trade union official. The Company reserves the right to involve 3rd party advisors.

At the disciplinary hearing, you will have the right to put forward any representations that you wish to make in order to respond to the matters put to you and you will have the opportunity to put forward any evidence which you wish to use.

Any subsequent disciplinary sanction given will be imposed based on reasonable belief of the facts surrounding the matter.

The outcome to the disciplinary meeting, including any sanction imposed will ordinarily be confirmed in writing to you after the meeting has taken place.

As part of the outcome letter to the disciplinary, you will be informed of your right to appeal.

Appeals Procedure

If you are unhappy at the decision that is reached following the disciplinary hearing, you will have the right to appeal the decision.

Any appeal should be put in writing to the designated person who will be identified in the disciplinary outcome letter within 7 calendar days of the date of the letter. This person will normally be, where possible, the next level of management to the person who chaired the disciplinary hearing.

If you decide to appeal, then you will be invited to attend an appeal meeting where you can then further expand upon your grounds and reasons for appealing. You will receive at least 24 hours' notice of the appeal meeting.

You will be entitled once again, to be accompanied by a work colleague or a certified trade union official at this hearing.

After the appeal hearing and following any required subsequent investigations, you will be informed of the decision in writing. Possible decisions following the appeal hearing are that the decision could be overturned, and a lesser or no sanction imposed. Alternatively, the decision may be reaffirmed.

The decision following the appeal hearing will be final, and there will not be a further right of appeal.

Possible Disciplinary Sanctions

In addition to the below sanctions the Company reserves the right to apply alternative additional measures for example alternative shift pattern, alternative work location/department etc. should it be deemed appropriate in all the circumstances.

RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT

(These are examples only and not an exhaustive list.)

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

- a) failure to abide by our general health and safety rules and procedures;
- b) smoking in designated non smoking areas;
- c) consumption of alcohol on the premises;
- d) persistent absenteeism and/or lateness;
- e) unsatisfactory standards or output of work;
- f) rudeness towards customers, 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 business 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; and
- l) unauthorised use of e-mail and internet.

A) SERIOUS MISCONDUCT

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

B) RULES COVERING GROSS MISCONDUCT

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

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

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

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

DISCIPLINARY Warnings

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

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

- 2) We reserve the right to take account of your length of service and to vary our procedures and disciplinary action accordingly. If you have a short amount of service, you may not receive any warnings before dismissal.
- 3) 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.
- 4) Period of Warnings
 - a) Formal verbal warning

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

b) Written warning

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

c) Final written warning

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

- 5) Demotion to a lower status at the appropriate lower rate or suspension from work without pay for up to 5 days may be considered as an alternative to dismissal in appropriate cases.

Alternative Disciplinary Sanctions

As an alternative to dismissal, in addition to issuing a final written warning, we may impose alternative sanctions which may include either or both of the following, as action short of dismissal:

- Demotion to a lesser role, with a reduction in terms and conditions accordingly alongside a warning on file.
- Suspension without pay, up to a maximum of 5 days as a result of any particular disciplinary process which is undertaken.

SHORT TIME WORKING AND LAY OFF POLICY

Lay off

If a situation arises where there is a reduction in work, or there is an occurrence or other circumstances that impact on the normal running of our business, we reserve the right to tell you not to attend work for a period of time. This is known as 'lay off'.

If you are subjected to lay off, you are still required to be available for work at short notice and attend work if additional work is found for you.

You will not be paid during the lay off period. You may, however, be entitled to Statutory Guarantee Pay, which will be paid in line with statutory eligibility rules and rates at that time. You may however lose your entitlement to the Statutory Guarantee Pay if you are offered alternative work and you refuse it.

If lay off is for more than 5 days you will be given a letter confirming this, which may entitle you to claim benefits even though you are still an employee of ours.

Lay off does not affect your continuity of employment.

Short time working

When it is necessary to put employees on short time working, that is when there is insufficient work available for the employee to occupy all of their normal hours of work in a day, the allocation of work to employees will depend on the type of work and how much work needs to be done. The decision on this will be made according to needs of the business. You will be notified of the hours you are required to work, and, where possible, given an indication of how long the short time working will last. However, you will be required to be available and to attend work should additional hours become available.

Periods of short time working do not affect your continuity of employment.

INFORMATION POLICY

Statements to the Media

Only the Director is authorised to give statements about our business or matters connected with our business to reporters from the newspapers, radio, television etc.

Employees should not make unauthorised statements on any social media, internet site or social networking media. Any request from any representative of the media for information, statements or comment about our business must be referred to a Director or the Office.

Statements to Relatives

There should be no assumption that relatives or family members have a right to information regarding service users. During the assessment of needs process, we gather information from the service user regarding with whom it is and is not appropriate to share such information. Often family members are present whilst the service is delivered. Discussion regarding the service user, their wishes or preferences should be kept to a minimum in order to safeguard and protect the service user's right to privacy and dignity.

Intellectual Property Rights

Any invention, improvement, design, process, information, copyright work, trade mark, trade name or set-up made, created or discovered wholly or partly by you (whether capable of being patented or registered or not, whether or not recorded in any medium and whether or not made or discovered in the course of your employment) in conjunction with or in any way affecting or relating to the business of the Company or capable of being used or adapted for use in or in connection with such business ('Intellectual Property Rights') shall be disclosed immediately to the Company and shall (subject to sections 39 to 43 Patents Act 1977) belong to and be the absolute property of the Company to the fullest extent.

DATA PROTECTION POLICY

Introduction & Purpose

In accordance with the General Data Protection Regulations (GDPR), and the Data Protection Act 2018, the organisation is committed to transparency about how it collects and uses the personal data of its workforce, and to meeting its data protection obligations.

This Data Protection policy sets out our commitment to data protection, and individual rights and obligations in relation to personal data.

This policy applies to the HR Related Personal Data of job applicants, employees, volunteers, apprentices and former employees, but does not apply to the personal data of clients or other personal data processed for business purposes.

The organisation has appointed Felix Ihah, Operations Manager as its Data Protection Officer whose role is to inform and advise the organisation on its data protection obligations. They can be contacted at jobs@scmlimited.org. Questions about this policy, or requests for further information, should be directed to the data protection officer.

Definitions

"Personal data" is any information that relates to a living individual who is able to be identified from that information.

"Processing" is any use that is made of Personal Data, including collecting, storing, amending, disclosing or destroying/disposal.

"Special categories of personal data" means information about an individual's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, health, sex life or sexual orientation and biometric data used for ID purposes.

"Criminal records data" means information about an individual's criminal convictions and offences, and information relating to criminal allegations and proceedings.

Data protection principles

The organisation processes HR-Related Personal Data in accordance with the following data protection principles:

1. The organisation processes personal data lawfully, fairly and in a transparent manner.
2. The organisation collects personal data only for specified, explicit and legitimate purposes.
3. The organisation processes personal data only where it is adequate, relevant and limited to what is necessary for the purposes of processing.
4. The organisation keeps accurate personal data and takes all reasonable steps to ensure that this is maintained and that inaccurate personal data is rectified or deleted without delay.
5. The organisation keeps personal data only for the period necessary for processing.
6. The organisation adopts appropriate measures to make sure that personal data is secure, and protected against unauthorised or unlawful processing, and accidental loss, destruction or damage.

The organisation tells individuals the reasons for processing their personal data, how it uses such data and the legal basis for processing in its privacy notices. It will not process personal data of individuals for other reasons. Where the organisation relies on its legitimate interests as the basis for processing data, it will carry out an impact assessment to ensure that those interests are not overridden by the rights and freedoms of individuals.

Where the organisation processes special categories of personal data or criminal records data to perform obligations or to exercise rights in employment law, this will be done in accordance with the organisation's absence policy or the requirements of the Disclosure and Barring Service checks.

The organisation is committed to updating **HR-Related Personal Data** promptly whenever an individual advises that their information has changed or is inaccurate.

Personal data gathered during employment, worker, contractor, volunteer or apprenticeship relationships will be held in the individual's personnel/contractor file (in hard copy, electronic format, or both), and on **HR** systems. The periods for which the organisation holds **HR**-related personal data are contained in its privacy notice below.

The organisation keeps a record of its processing activities in respect of **HR-Related Personal Data** in accordance with the requirements of the General Data Protection Regulation (GDPR).

Privacy notice

The organisation collects and processes personal data relating to its employees to manage the employment relationship. The organisation is committed to transparency about how it collects and uses that data and to meeting its data protection obligations. The organisation's privacy notice is set out below.

What information does the organisation collect?

The organisation collects and processes a range of information about you. This includes:

- your name, address and contact details, including email address and telephone number, date of birth and gender;
- the terms and conditions of your employment;
- details of your qualifications, skills, experience and employment history, including start and end dates, with previous employers and with the organisation;
- information about your remuneration, including entitlement to any benefits such as pensions;
- details of your bank account and national insurance number;
- information about your marital status, next of kin, dependants and emergency contacts;
- information about your nationality and eligibility to work in the UK;
- information about your criminal record;
- details of your schedule (days of work and working hours) and attendance at work;
- details of periods of leave taken by you, including holiday, sickness absence, authorised leave, and the reasons for the leave;
- details of any disciplinary or grievance procedures in which you have been involved, including any warnings issued to you and related correspondence;
- assessments of your performance, including appraisals, performance reviews and ratings, training records, performance improvement plans and related correspondence;
- information about medical or health conditions, including whether or not you have a disability for which the organisation needs to make reasonable adjustments;
- details of any trade union membership; and
- any equal opportunities monitoring information, including information about your ethnic origin, sexual orientation, health and religion or belief.

The organisation collects this information in a variety of ways, such as from application forms, CVs; your passport or other identity documents eg. your driving licence; forms completed by you at the start of or during employment (such as bank details forms/training agreements); correspondence with you; or through interviews, meetings or other assessments.

In some cases, the organisation collects personal data about you from third parties, such as references supplied by former employers, information from employment background check providers/DBS checks, where appropriate and permitted by law.

Data may be stored in a range of different places, including in your personnel file, in the organisation's **HR** management systems and in other IT systems (including the organisation's email system).

Why does the organisation process personal data?

The organisation needs to process data to enter into an employment contract with you and to meet its obligations under your employment contract. For example, it needs to process your data to provide you with an employment

contract, to pay you in accordance with your employment contract and to administer any benefit, pension or insurance entitlements.

In some cases, the organisation needs to process data to ensure that it is complying with its legal obligations. For example, it is required to check all employees' entitlement to work in the UK, to deduct tax, to comply with health and safety laws and to enable employees to take periods of leave to which they are entitled. If regulatory requirements dictate, it will be necessary to carry out criminal records checks to ensure that individuals are permitted to undertake their role.

In other cases, the organisation has a legitimate interest in processing personal data before, during and after the end of the employment relationship. Processing employee data allows the organisation to:

- operate recruitment and promotion processes;
- maintain accurate and up-to-date employment records and contact details (including details of who to contact in the event of an emergency), and records of employee contractual and statutory rights;
- operate and keep a record of disciplinary and grievance processes, to ensure acceptable conduct within the workplace;
- operate and keep a record of employee performance and related processes, to plan for career development, and for succession planning and workforce management purposes;
- operate and keep a record of absence and absence management procedures, to allow effective workforce management and ensure that employees are receiving the pay or other benefits to which they are entitled;
- obtain medical and/or occupational health advice, to ensure that it complies with duties in relation to individuals with disabilities, meet its obligations under health and safety law, and ensure that employees are receiving the pay or other benefits to which they are entitled;
- operate and keep a record of other types of leave (including maternity, paternity, adoption, parental and shared parental leave), to allow effective workforce management, to ensure that the organisation complies with duties in relation to leave entitlement, and to ensure that employees are receiving the pay or other benefits to which they are entitled;
- ensure effective general HR and business administration;
- provide references on request for current or former employees;
- respond to and defend against legal claims; and
- maintain and promote equality in the workplace.

Where the organisation relies on legitimate interests as a reason for processing your data, it has considered, via completion of an impact assessment whether or not those interests are overridden by the rights and freedoms of employees or workers and has concluded that they are not.

Some special categories of personal data, such as information about vaccination status, health or medical conditions, is processed to carry out employment law obligations (such as those in relation to employees with disabilities and for health and safety purposes) and other Acts of Parliament.

Where the organisation processes other special categories of personal data, such as information about ethnic origin, sexual orientation, health or religion or belief, this is done for the purposes of equal opportunities monitoring. Data that the organisation uses for these purposes is anonymised or is collected with the express consent of employees, which can be withdrawn at any time. Employees are entirely free to decide whether or not to provide such data and there are no consequences of failing to do so.

Who has access to data?

Your information will be shared internally, including with members of the HR/recruitment team/payroll, your line manager, managers in the business area in which you work and IT staff if access to the data is necessary for performance of their roles.

The organisation shares your data with third parties in order to obtain pre-employment references from other employers, obtain employment background checks from third-party providers and, if appropriate, obtain necessary criminal records checks from the Disclosure and Barring Service. The organisation may also share your data with third parties in the context of a sale of some or all of its business. In those circumstances the data will be subject to confidentiality arrangements.

The organisation also shares your data with third parties that process data on its behalf, in connection with payroll where an external payroll provider is engaged, the provision of benefits, the provision of occupational health, and the provision of HR/legal advisory services.

How does the organisation protect data?

The organisation takes the security of your data seriously. The organisation has internal policies and controls in place to try to ensure that your data is not lost, accidentally destroyed, misused or disclosed, and is not accessed except by its employees in the performance of their duties.

Where the organisation engages third parties to process personal data on its behalf, they do so on the basis of written instructions, in performance of a contractual agreement, are under a duty of confidentiality and are obliged to implement appropriate technical and organisational measures to ensure the security of data.

For how long does the organisation keep data?

The organisation will hold your personal data for the duration of your employment. The periods for which your data is held after the end of employment are 6 years.

What if you do not provide personal data?

You have some obligations under your employment contract to provide the organisation with data. In particular, you are required to report absences from work and may be required to provide information about disciplinary or other matters under the implied duty of good faith. You may also have to provide the organisation with data in order to exercise your statutory rights, such as in relation to statutory leave entitlements. Failing to provide the data may mean that you are unable to exercise your statutory rights.

Certain information, such as contact details, your right to work in the UK and payment details, have to be provided to enable the organisation to enter a contract of employment with you. If you do not provide other information, this will hinder the organisation's ability to administer the rights and obligations arising as a result of the employment relationship efficiently.

Automated decision-making

Employment decisions are not based solely on automated decision-making.

Individual rights

As a data subject, individuals have a number of rights in relation to their personal data. You are able to:

- access and obtain a copy of your data on request; (see Subject access request).
- require the organisation to change incorrect or incomplete data;
- require the organisation to delete or stop processing your data, for example where the data is no longer necessary for the purposes of processing;
- object to the processing of your data where the organisation is relying on its legitimate interests as the legal ground for processing; and
- ask the organisation to stop processing data for a period if data is inaccurate or there is a dispute about whether or not your interests override the organisation's legitimate grounds for processing data.

If you would like to exercise any of the above rights, please contact Felix Ihah Operations Manager, jobs@scmlimited.org.

If you believe that the organisation has not complied with your data protection rights, you can complain to the Information Commissioner.

Subject access requests

Individuals have the right to make a subject access request. If an individual makes a subject access request, the organisation will inform the individual:

- whether or not their data is processed and if so why, the categories of personal data concerned and the source of the data if it is not collected directly from the individual;
- to whom their data is or may be disclosed, including to recipients located outside the European Economic Area (EEA) and the safeguards that apply to any such transfers;
- for how long their personal data is stored (or how that period is determined);
- their rights to rectification or erasure of data, or to restrict or object to processing;
- their right to complain to the Information Commissioner if the individual thinks the organisation has failed to comply with their data protection rights; and
- whether or not the organisation carries out automated decision-making and the logic involved in any such decision-making.

The organisation will also provide the individual with a copy of the personal data undergoing processing. This will normally be in electronic form if the individual has made a request electronically, unless the individual agrees otherwise.

If the individual requests additional copies of their data, the organisation will charge a fee, which will be based on the administrative cost to the organisation of providing any additional copies.

To make a subject access request, the individual should submit their request in writing to Felix Ihah Operations Manager, jobs@scmlimited.org. In some cases, the organisation may need to ask for proof of identification before the request can be processed. The organisation will inform the individual if it needs to verify their identity and the documentation it requires.

The organisation will ordinarily respond to a subject access request within a period of one month from the date it is received. In some cases, such as where the organisation processes large amounts of the individual's data, it may respond within three months of the date the request is received. The organisation will write to the individual within one month of receiving the original request to inform the individual if this is the case.

If a subject access request is manifestly unfounded or excessive, the organisation is not obliged to comply with it. Alternatively, the organisation may agree to respond but will charge a fee, which will be proportionate to the administrative cost of responding to the request. A subject access request is likely to be manifestly unfounded or excessive where it repeats a request which the organisation has already responded to. If an individual submits a request that is considered unfounded or excessive, the organisation will notify the individual that this is the case, whether or not it will be responded to and the appropriate fee.

Data security

The organisation takes the security of HR-related personal data seriously and will ensure that it has internal policies and controls in place to protect personal data against loss, accidental destruction, misuse or disclosure, and to ensure that data is not accessed, except by employees in the proper performance of their duties.

The organisation will only disclose personal data to third parties where there is a need to do so, e.g. to give information about your earnings to Her Majesty's Revenue & Customs, or to seek advice from our HR or legal advisors.

Where the organisation engages third parties to process personal data on its behalf, such parties do so on the basis of written instructions, are under a duty of confidentiality and are obliged to implement appropriate technical and organisational measures to ensure the security of data.

Impact assessments

If any of the processing that the organisation carries out may result in risks to privacy, for example, CCTV monitoring. Where such processing would result in a high risk to individual's rights and freedoms, the organisation will carry out a data protection impact assessment to determine the necessity and proportionality of processing. This will include considering the purposes for which the activity is carried out, the risks for individuals and the measures that can be put in place to mitigate those risks.

Data breaches

If the organisation discovers that there has been a breach of HR-Related Personal Data that poses a risk to the rights and freedoms of individuals, it will report it to the Information Commissioner within 72 hours of discovery. The organisation will record all data breaches regardless of their severity and/or effect.

If the breach is likely to result in a high risk to the rights and freedoms of individuals, it will inform affected individuals that there has been a breach and provide them with information about its likely consequences and the mitigation measures taken.

International data transfers

The organisation will not transfer HR-Related Personal Data to countries outside the EEA. of adequacy, binding corporate rules, binding contractual clauses, or other safeguards.

Individual responsibilities

Individuals are responsible for ensuring the organisation is able to keep their personal data up to date. Individuals should let the organisation know if any data provided to the organisation changes, for example if an individual moves house, changes their contact details, bank details or name.

Individuals may have access to the personal data of other individuals and/or our customers and clients in the course of their employment. Where this is the case, the organisation relies on those individuals to help meet its data protection obligations.

Individuals who have access to personal data must:

- only access data that they have authority to access and access it only for authorised purposes;
- not disclose data to anyone, except to individuals, whether inside or outside the organisation, who have appropriate authorisation;
- keep data secure, in particular by complying fully with security rules, including but not limited to rules on access to our premises by non authorised parties, computer access, including password protection, and secure file storage and destruction;
- not remove personal data, or electronic devices which contain, or can be used to access personal data, from the organisation's premises without prior authorisation and adopting appropriate security measures (such as encryption or password protection) to secure the data and the device;
- not store personal data on local drives or on any personal electronic devices, including mobile telephones, that are used for work purposes; and
- to report data breaches of which they become aware to Felix Ihah, Operations Manager, immediately.

Failing to observe these requirements or any breach of this Data Protection Policy may amount to a disciplinary offence, which will be dealt with under the organisation's disciplinary procedure. Significant or deliberate breaches of this policy, including, but not limited to, accessing any data without authorisation, or a legitimate reason to do so, may constitute gross misconduct and could lead to summary dismissal without notice or pay in lieu of notice.

Training

The organisation will provide training to all individuals about their data protection and data handling responsibilities as part of the induction process and will provide any further relevant training as necessary.

Individuals whose roles require regular access to personal data, or who are responsible for implementing this policy or responding to subject access requests under this policy, will receive additional training to help them understand their duties and how to comply with them.

Training will include ensuring that individuals are aware of their obligations in relation to keeping personal information secure.

CONFIDENTIALITY POLICY

Sources of Confidential Information

Information acquired in any of the following ways shall be confidential and such information should not, at any time (whether before or after the termination of your employment), be disclosed to any person without prior consent:

- The information has been acquired by you during the course of your employment or has otherwise been acquired by you in confidence
- The information relates particularly to our business, our service users or other persons or bodies with whom we have dealings of any sort
- The information has not been made public, either by us or with our authority.

1.2 Examples of Confidential Information

- Information regarding service users or employees (including office staff), past or present.
- Any personal information regarding service users such as addresses, phone numbers or family contacts.
- Any information relating to the organisation's operating procedures and policies that is generally not available outside the office.
- Marketing and sales policies or information;
- Pricing information;
- Customer, client, supplier (whether current or potential) information;
- Colleague information;
- Accounts information; and

- Technical information.

If you are unsure about the status of information in respect of confidentiality, then assume it to be confidential until you have contacted the office for further guidance.

The non-authorised recording or copying of confidential information belonging to us as above by using, for example, computers, memory sticks, CD's, cameras or phones, may be considered a breach of confidentiality and may lead to your dismissal without notice for gross misconduct.

You agree that during and after your employment you will not disclose any confidential information that has come to your attention during the course of your employment. You will at all times protect and maintain the confidentiality of our information and may only disclose such information as required by law or as is necessary during the course of your duties. You understand that this obligation will continue at all times both during and after your employment unless and until the information has come into the public domain.

Should you leave the company, for whatever reason, any company documentation as outlined above must be returned to the company and/or securely deleted to ensure our compliance with General Data Protection Regulations.

At no time is company information permitted to be held on any personal devices without authorisation from senior management, and should you inadvertently possess such information this must be securely deleted.

In some very exceptional circumstances, it can be necessary to breach confidentiality. These might include where an employee learns that a criminal offence has been or is likely to be committed, or where a service user is in imminent danger. **Refer these circumstances to the office immediately.**

We will regard any breach of this confidentiality policy as a disciplinary offence and serious breaches may lead to dismissal without notice for gross misconduct.

PROTECTED DISCLOSURE OR "WHISTLE BLOWING" POLICY

The Company aims to run its business legally and ethically. If you have information that suggests that this may not be true, the Company wants you to make this known to a member of management at the earliest opportunity.

We are committed to ensuring a culture of openness and accountability in which abuse, theft, fraud or other misconduct within our business by any employee is recognised and reported and dealt with accordingly. You are encouraged to express any concerns you may have and we will respect any request you may make to preserve confidentiality as far as possible.

If you raise concerns that are in the public interest, you will be protected from reprisals or victimisation.

QUALIFYING DISCLOSURES

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

likely to occur. The disclosure has to be “in the public interest”. We encourage you to use the procedure to raise any such concerns.

B) THE PROCEDURE

- 1) In the first instance you should report any concerns you may have to your Line Manager or Director who will treat the matter with complete confidence. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the appropriate official organisation or regulatory body.
- 2) If you do not report your concerns to your Line Manager, you should take them direct to the appropriate organisation or body.

Anyone attempting to stop or discourage another employee from coming forward to express a serious concern will also be subject to disciplinary action. Likewise, anyone who criticises or victimises an employee after a concern has been expressed will also be subject to disciplinary action.

Any complaint will be thoroughly investigated by a member of management and outside agencies may be involved as necessary. The results of the investigation will be advised to you, whilst protecting the confidentiality of others involved as far as possible.

If you continue to have serious concerns after the investigation has been completed and feel that you need to contact an external agency, you can then do so.

Please be aware that any employee who raises a concern with malicious intent or abuses this policy will be subject to disciplinary action up to and including dismissal without notice for gross misconduct where warranted.

RECEIPT OF EMPLOYEE HANDBOOK

I hereby confirm I have received, read, understood and agree to my Employee Handbook.

Name (Print)

Signature

Date

*** Please return this to office**
Att Operations Manager
SCM Limited
81 St Clements Oxford OX4 1AW
Email it jobds@scmlimited.org
Tel: +448006890862