

STAFF HANDBOOK



HSN CARE
HIGH SUPPORT NEEDS

HSN Care Limited and wholly owned subsidiaries or other group companies

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Employee Handbook Issue And Updates

Pages	Issue	Date

WELCOME TO OUR TEAM

We would like to wish you every success during your employment whether you recently joined us or whether you are an existing employee. We hope that your experience of working here will be positive and rewarding. You will be caring for vulnerable people with profound physical and mental disabilities, therefore, you will be required to carry out your duties to the highest possible standards and with the highest integrity.

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

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

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

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

Joining Our Organisation

A) DISCLOSURE AND BARRING CERTIFICATE(S)

Your initial employment is conditional upon the provision of a satisfactory Disclosure and Barring Certificate of a level appropriate to your post. You will be required to consent to subsequent criminal record checks from time to time during your employment as deemed appropriate by the organisation. In the event that such certificate(s) are not supplied your employment with us will be terminated. In the event of the certificate disclosing an offence or other barring information this must be reported to the Nominated Individual who will follow the appropriate regulatory procedure.

B) CONVICTIONS, CAUTIONS OR OFFENCES

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

C) PROBATIONARY PERIOD

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

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

D) INDUCTION

At the start of your employment you are required to attend and complete a staff induction programme at which you will be briefed on the organisations policies, procedures and obligations as required by current legislation. Attendance at induction sessions is mandatory.

E) JOB DESCRIPTION

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

F) JOB FLEXIBILITY

It is an express condition of employment that you are prepared, whenever necessary, to transfer to alternative departments or duties within our business. You will not be required to permitted to carry out any function that exceeds your training/experience/physical ability/mental ability. Staff will be expected to stay on duty until their replacement arrives is reasonable. During holiday periods, etc. it may be necessary for you to take over some duties normally performed by colleagues. This flexibility is essential for operational efficiency as the type and volume of work is always subject to change.

G) MANDATORY TRAINING

Certain job functions may require you to undergo mandatory training. You will be advised of any training in advance.

H) MOBILITY

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

I) PERFORMANCE AND REVIEW

Our policy is to monitor your work performance on a continuous basis so that we can maximise your strengths, and help you overcome any possible weaknesses.

J) STAFF APPRAISAL SCHEME

We have a staff appraisal scheme in place for the purpose of monitoring staff performance levels with a view to maximising the effectiveness of individuals, details of which are available separately.

Wages Etc.

A) ADMINISTRATION

1 Payment

- a) For all staff the pay period is the calendar month. Basic wages are paid by the last working day of the current month. All wages will be paid in to a UK based bank account or building society.
- b) You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions which have been made and the reasons for them, e.g. Income Tax, National Insurance etc.
- c) Any queries that you may have must be raised with the Registered Manager.

2 Overpayments

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

3 Income Tax and National Insurance

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

4 Pay Reviews

Pay is reviewed annually; however, there is no guarantee of an automatic increase in your pay as a result of any review.

B) LATENESS/ABSENTEEISM

- 1 You must attend for work punctually at the specified time(s) and you are required to comply strictly with any time recording procedures relating to your area of work.
- 2 All absences must be notified in accordance with the sickness reporting procedures laid down in this Employee Handbook.
- 3 If you arrive for work more than one hour late without having previously notified us, other arrangements may have been made to cover your duties and you may be sent home for the remainder of the shift without pay.
- 4 Lateness or absence may result in disciplinary action and/or loss of appropriate payment.

C) SIGNING IN & OUT

We operate a sign in/sign out policy with which all employees are expected to comply. Upon arrival to work, you must immediately sign in the time you entered the premises. Upon leaving the premises you must ensure that you sign out using the same system. It is not permissible under any circumstances for any employee to sign in or out on behalf of another. In the event that you forget or are unable to do this for any reason you must report this to the Registered Manager immediately. The information collated using this system is used as a roll call in the event of an evacuation, to ensure employees are paid accurately and for monitoring purposes. It is therefore imperative that the information is accurate. You must be aware that falsifying records is considered a gross misconduct offence in accordance with our disciplinary procedures. Failure to adhere to this procedure may result in summary dismissal and/or incorrect or delayed payment of wages.

D) PENSION SCHEME

We operate a contributory pension scheme which you will be auto-enrolled into (subject to the conditions of the scheme). The scheme enables you to save for your retirement using your own money, together with tax relief and contributions from the Company. Further details are available separately.

Holiday Entitlement and Conditions

A) ANNUAL HOLIDAYS

- 1) Your annual holiday entitlement is shown in your individual Statement of Main Terms of Employment (Form SMT).
- 2) It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. We do permit holidays to be carried forward in exceptional circumstances as detailed in your contract of employment, no payment in lieu will be made in respect of untaken holidays other than in the event of termination of your employment.
- 3) You must complete the holiday request form and have it signed by the Registered Manager before you make any firm holiday arrangements.
- 4) Holiday dates will normally be allocated on a "first come - first served" basis whilst ensuring that operational efficiency and appropriate staffing levels are maintained throughout the year.
- 5) You must give at least four weeks' notice of your intention to take holidays of one week or more and one week's notice is required for odd single days.
- 6) You may not normally take more than two working weeks consecutively.
- 7) Your holiday pay will be at your normal basic pay unless shown otherwise on your Statement of Main Terms.

B) PUBLIC/BANK HOLIDAYS

Due to the nature of our work, public/bank holidays are not recognised and are treated as normal working days.

Full details of the latest version of this policy is available from the Registered Manager.

Sickness/Injury Payments and Conditions

A) NOTIFICATION OF INCAPACITY FOR WORK

1. You must notify us by telephone on the first day of incapacity at the earliest possible opportunity and preferably the night before. Text messages and e-mails are not an acceptable method of notification. Other than in exceptional circumstances notification must be made personally, to the Registered Manager.
2. You must try to give some indication of your expected return date and notify us as soon as possible if this date changes. The notification procedures must be followed on each day of absence unless you are covered by a medical certificate.
3. If your incapacity extends to more than seven calendar days you are required to notify us of your continued incapacity once a week thereafter, unless otherwise agreed.

B) EVIDENCE OF INCAPACITY

1. Medical certificates are not issued for short-term incapacity. In these cases of incapacity (up to and including seven calendar days) you must sign a self-certification absence form on your return to work.
2. If your sickness has been (or you know that it will be) for longer than seven days (whether or not they are working days) you must see your doctor and make sure he/she gives you a medical certificate and forward this to us without delay. Subsequently you must supply us with consecutive medical certificates to cover the whole of your absence.

C) PAYMENTS

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

2. Qualifying days are the only days for which you are entitled to SSP. These days will be notified to you. The first three qualifying days of absence are waiting days for which SSP is not payable. Where a second or subsequent period of incapacity (of four days or more) occurs within 56 days of a previous period of incapacity, waiting days are not served again.
3. Any contractual sickness/injury payments are shown in your individual Statement of Main Terms of Employment.

D) RETURN TO WORK

1. You must notify the Registered Manager as soon as you know on which day you will be returning to work, if this differs from a date of return previously notified.
2. If you have been suffering from any notifiable infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.
3. On return to work after any period of sickness/injury absence (including absence covered by a medical certificate), you are also required to complete a self-certification absence form and hand this to the Registered Manager.
4. Upon returning to work after any period of sickness/injury absence, you may be required to attend a "return to work" interview to discuss the state of your health and fitness for work. Information arising from such an interview will be treated with strictest confidence.

E) GENERAL

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

- 2) In deciding whether your absence is acceptable or not we will take into account the reasons and extent of all your absences, including any absence caused by sickness/injury. We cannot operate with an excessive level of absence as all absence, for whatever reason, reduces our efficiency.
- 3) We will take a serious view if you take sickness/injury leave which is not genuine, and it will result in disciplinary action being taken.
- 4) If we consider it necessary, we may ask your permission to contact your doctor and/or for you to be independently medically examined.

Requirements

A) IDENTITY CARD

We will be introducing identity Cards for all enablers. The identity cards must be carried during all working hours and shown to any authorised person who makes the request. The card remains our property and must be returned to us if your employment ends, or at any other time on request.

B) RIGHTS OF SEARCH

1. Although we do not have the contractual right to carry out searches of employees and their property (including vehicles) whilst they are on our premises or business, we would ask all employees to assist us in this matter should we feel that such a search is necessary.
2. Where practicable, searches will be carried out in the presence of a colleague of your choice who is available on the premises at the time of the search. This will also apply at the time that any further questioning takes place.
3. We reserve the right to call in the police at any stage.

C) CONFIDENTIALITY

1. All information that:
 - a) is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence,
 - b) relates particularly to our business, or that of other persons or bodies with whom we have dealings of any sort, and
 - c) has not been made public by, or with our authority,

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

2. You are to exercise reasonable care to keep safe all documentary or other material containing confidential information, and shall at the time of termination of your employment with us, or at any other time upon demand, return to us any such material in your possession.
3. You are required to comply with our policies and procedures on resident confidentiality and data protection.

D) COMPANY PROPERTY AND COPYRIGHT

All written material, whether held on paper, electronically or magnetically which was made or acquired by you during the course of your employment with us, is our property and, where appropriate, our copyright. At the time of termination of your employment with us, or at any other time upon demand, you shall return to us any such material in your possession.

E) ACCEPTANCE OF GIFTS, ETC.

You must not accept gifts/presents from residents or their relatives and must not advise on financial investments, etc. and you must not put your signature to any such documents including but not limited to witnessing wills. Any such request must be notified to the Registered Manager.

F) BENEFICIARIES

You must not assist residents or their family members in the wording of their wills, or be executors or beneficiaries of their wills, or in any way abuse the privileged relationship which exists between you and the resident. Employees who are approached by a resident or family member in relation to any beneficiary, must report this without delay to the Registered Manager.

G) STATEMENTS TO RELATIVES

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

H) STATEMENTS TO THE MEDIA

Any statements to reporters from newspapers, radio, television, etc. in relation to our business will be given only by an authorised Director of the company and any contact from the media must be reported to an authorised Director.

I) DATA PROTECTION ACT 1998

The above act was introduced to regulate personal data held either on computer or within a manual filing system. As an employer it is our responsibility to ensure that the documentation held is relevant, accurate and where necessary, kept up to date. Any data held shall be processed fairly and lawfully and in accordance with the rights of data subjects under the Act. As an employee you will have the right, upon written request, to be told what personal data about you is being processed. You will also have the right to be informed of the source of the data and to whom it may be disclosed.

We are not obliged to supply this information unless you make a written request and for such requests, a fee will be payable.

J) VIRUS PROTECTION PROCEDURES

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

a) unauthorised software including public domain software, USBs, memory cards, external hard drives, CDs or internet downloads must not be used; and

b) all software must be virus checked using standard testing procedures before being used and can only be installed by an authorised person.

K) USE OF COMPUTER EQUIPMENT

In order to control the use of the Company's computer equipment and reduce the risk of contamination the following will apply:

- a) the introduction of new software must first of all be checked and authorised by the Registered Manager before general use will be permitted;
- b) only authorised staff must have access to the Company's computer equipment;
- c) only authorised software may be used on any of the Company's computer equipment;
- d) only software that is used for business applications may be used;
- e) no software may be brought onto or taken from the Company's premises without prior authorisation;
- f) unauthorised access to the computer facility will result in disciplinary action; and
- g) unauthorised copying and/or removal of computer equipment/software will result in disciplinary action; such actions could lead to dismissal.

L) E-MAIL AND INTERNET POLICY**1) Introduction**

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

2) **Internet**

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

3) Procedures – Acceptable/Unacceptable Use

- a) unauthorised or inappropriate use of the internet system may result in disciplinary action which could result in summary dismissal. No employee can publish anything on the internet, or social media identifying HSN care without approval from the CEO.
- b) the internet system is available for legitimate business use and matters concerned directly with the job being done. Employees using the internet system must give particular attention to the following points:
 - I. comply with all of our internet standards;
 - II. access during working hours must be for business use only;
 - III. private use of the internet must be used outside of your normal working hours.
- c) the Company will not tolerate the use of the Internet system for unofficial or inappropriate purposes, including:
 - I. accessing websites which put our internet at risk of (including but not limited to) viruses, compromising our copyright or intellectual property rights;

- II. non-compliance of our social networking policy;
- III. connecting, posting or downloading any information unrelated to their employment and in particular pornographic or other offensive material;
- IV. engaging in computer hacking and other related activities, or attempting to disable or compromise security of information contained on the Company's computers.

You are reminded that such activities (iii. and iv.) may constitute a criminal offence

4) E-mail

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

5) Procedures - Authorised Use

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

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

- I. all comply with Company communication standards;
- II. e-mail messages and copies can only be sent to those for whom they are particularly relevant;

- III. e-mail can not be used as a substitute for face-to-face communication or telephone contact. Abusive e-mails must not be sent. Hasty messages sent without proper consideration can cause upset, concern or misunderstanding;
 - IV. if e-mail is confidential the user must ensure that the necessary steps are taken to protect confidentiality, including the use of encryption services for sensitive for personal or medical information. The Company will be liable for infringing copyright or any defamatory information that is circulated either within the Company or to external users of the system; and
 - V. offers or contracts transmitted by e-mail are as legally binding on the Company as those sent on paper.
- c) The Company will not tolerate the use of the e-mail system for unofficial or inappropriate purposes, including:
- I. any messages that could constitute bullying, harassment or other detriment;
 - II. personal use (e.g. social invitations, personal messages, jokes, cartoons, chain letters or other private matters);
 - III. on-line gambling;
 - IV. accessing or transmitting pornography;
 - V. transmitting copyright information and/or any software available to the user;
 - VI. posting confidential information about other employees, the Company or its residents or suppliers; or
 - VII. campaigning or political activities.
- 6) Monitoring

We reserve the right to monitor all e-mail/internet activity by you for the purposes of ensuring compliance with our policies and procedures and of ensuring compliance with the relevant regulatory requirements and you hereby consent to such monitoring. This includes monitoring of any additional accounts you may be requested to set up for the purposes of performing your work tasks, which are subject to the same rules as your work email account. Information acquired through such monitoring may be used as evidence in disciplinary proceedings.

M) USE OF SOCIAL NETWORKING SITES

Any work related issue or material that could identify an individual who is a resident, or part of a residents wider circle of support or work colleague, which could adversely affect the Company, a resident or our relationship with any resident must not be placed on a social networking site. 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 you during the course of your employment, on any of your 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.

N) KEYHOLDING/SWIPE CARDS

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 swipe cards must be kept safe at all times. You must not give the keys or swipe cards to any third party unless authorisation is obtained from a Registered 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 swipe cards 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 the Registered Manager.

Should any of the companies premises be left empty and/or 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, a Director must then be notified that the premises are empty.

O) RESIDENTS FINANCE

Enablers will at times be responsible for resident's cash. At such times, you must ensure you complete the residents cash sheet and on return to the premises, ensure all receipts are logged and remaining cash returned and safely kept. Any cash discrepancies to the resident's cash will be the responsibility of the enabler who signed the cash out. Failure to pay will result in the Company deducting the shortfall from the enablers pay.

P) CLOSED CIRCUIT TELEVISION

Closed circuit television cameras are used on the outside areas of our premises for security purposes. We reserve the right to use any evidence obtained in this manner in any disciplinary issue.

Standards

A) WASTAGE

- 1) We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of our organisation. Cost-effective measures must not adversely affect the Residents' safety and wellbeing.
- 2) You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc.
- 3) The following provision is an express written term of your contract of employment:
 - a) any damage to stock or property (including non-statutory safety equipment) that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement; and
 - b) any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss.
- 4) In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

B) STANDARDS OF DRESS

As you will come into contact with residents and members of the public, it is important that you present a professional image with regard to appearance and standards of dress. As uniforms are not provided, you must wear clothes appropriate to your job responsibilities, which can be smart/casual with appropriate modesty without unnecessary adornment and free from tobacco odour, strong perfumes and/or alcohol at all times.

C) HOUSEKEEPING

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

Health, Safety, Welfare and Hygiene

A) SAFETY

- 1) You must make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately.
- 2) You must not take any action which could threaten the health or safety of yourself, other employees, residents or members of the public.
- 3) Protective clothing and other equipment which may be issued for your protection because of the nature of your job must be worn at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear is your responsibility.
- 4) You must report all accidents and injuries at work. All accident/incidents must be both recorded in the appropriate document and reported to the Registered Manager no matter how minor.
- 5) You must ensure that you are aware of our fire and evacuation procedures and the action you must take in the event of such an emergency.

B) REFRESHMENT MAKING FACILITIES

Refreshment making facilities are located in the residents' kitchen. You may use these however they must be kept clean and tidy at all times, any faith related regulations for example kosher or halal must be maintained and respected at all times.

C) STAFF ROOM

We provide a staff room with lockers for your use to hang coats and keep your personal belongings. The staff room must be kept clean and tidy at all times.

D) ALCOHOL & DRUGS POLICY

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

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

Full details of the latest version of this policy is available from the Registered Manager.

E) HYGIENE

- 1) You must wash your hands immediately before commencing work and after using the toilet.
- 2) Any cut or burn on the hand or arm must be covered with an approved visible dressing.
- 3) Head coverings and overalls/uniforms, where provided, must be worn at all times.
- 4) Jewellery must be kept to a minimum (e.g. a plain band ring and a single pair of stud earrings). Any other visible body piercings/adornments may have to be subject to risk assessment if they present a potential risk to the staff member or residents and if assessed as such will need to be removed
- 5) You must not wear excessive amounts of make-up or perfume and nail varnish cannot be worn. Nails must 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 the Registered Manager or the Deputy Manager before commencing work.
- 9) Generally personal hygiene must be to the highest possible standard including hair which must either be worn short or tied back at all times

F) HYGIENE FOR FOOD HANDLERS

- 1) You must ensure that you strictly comply with our hygiene rules and regulations at all times.
- 2) You must wash your hands under running water immediately before commencing work, after using the toilet, after handling raw foods, chemicals or rubbish, after blowing your nose and after smoking. You must never sneeze or cough over food.
- 3) You must not prepare raw and cooked foods in the same area.
- 4) Perishable food and drink must be kept at the appropriate temperature.
- 5) Waste must be disposed of appropriately and safely in in line with recycling requirements
- 6) Fruit and vegetables must be thoroughly washed before use.
- 7) All tools, utensils, and equipment including non-disposable tea towels must be kept scrupulously clean and sanitised and washed between sessions.
- 8) All Tools, utensils and equipment including non-disposable tea towels must be stored in a clean, sterile place.
- 9) Any cut or burn on the hand or arm must be covered with an approved visible dressing.

- 10) Kitchen wear can only be worn when preparing food. It must be worn when dealing with Residents (particularly their personal care).
- 11) Long hair must be tied back at all times when in the kitchen/food handling areas.
- 12) Jewellery must be kept to a minimum (e.g. a plain band ring and a single pair of stud earrings). Any other visible body piercings/adornments may have to be subject to risk assessment if they present a potential risk to the staff member or residents and if assessed as such will need to be removed.
- 13) You must not wear excessive amounts of make-up, perfume or aftershave and nail varnish can not be worn.
- 14) Nails must be kept short and clean.
- 15) You must not chew gum or eat when handling food.
- 16) If you are suffering from a notifiable infectious or contagious disease or illness, or have a bowel disorder, boils, skin or mouth infection or vomiting, you must not report for work without clearance from your own doctor.
- 17) 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.

G) NO SMOKING POLICY

Smoking on the premises (including vehicles) is not permitted. You can only smoke on authorized breaks and you must be away from the premises. You must not return smelling of smoke and you must wash your hands before returning to the residents. This includes e-cigarettes.

H) FITNESS FOR WORK

If you arrive for work and, in our opinion, you are not fit to work, we reserve the right to exercise our Registered 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.

I) MANUAL HANDLING

You are required, in accordance with the Manual Handling Regulations 1992, to advise us of any condition which may make you more vulnerable to injury.

General Terms and Procedures

A) CHANGES IN PERSONAL DETAILS

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

B) OTHER EMPLOYMENT

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

- 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.

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

C) TIME OFF

Circumstances may arise where you need time off for medical/dental appointments, or for other reasons. Where possible, such appointments must be made outside normal working hours. If this is not possible, time off

required for these purposes may be granted at the discretion of the Registered Manager and will normally be without pay.

D) MATERNITY/PATERNITY/ADOPTION LEAVE AND PAY

You may be entitled to maternity/paternity/adoption leave and pay in accordance with the current statutory provisions. If you (or your partner) become pregnant or are notified of a match date for adoption purposes, you must notify the Registered Manager at an early stage so that your entitlements and obligations can be explained to you

E) PARENTAL/SHARED PARENTAL LEAVE

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

F) TIME OFF FOR DEPENDANTS

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

G) BEREAVEMENT LEAVE

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

H) PROPERTY

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

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

I) TRAVEL EXPENSES

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

J) LUNCH ALLOWANCE

If you are required to support residents out to lunch you are entitled to a £5 supplement to buy your own lunch. Please speak the Registered Manager for further information.

K) MAIL

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

L) BUYING OR SELLING OF GOODS

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

M) FRIENDS AND RELATIVES CONTACT / TELEPHONE CALLS / MOBILE PHONES

You must discourage your friends and relatives from either calling on you in person or by telephone except in an emergency. Personal telephone calls, both incoming and outgoing are only allowed in the case of emergency. Permission to make outgoing personal calls must be sought from the Registered Manager. Personal mobile phones must be switched off during working hours and kept with your personal belongings in the lockers provided. You may only use your personal mobiles during authorized breaks.

It is illegal to use a mobile phone without a hands-free set whilst driving. It is our policy that you must not use any mobile phone whilst driving without a hands-free set. You must pull over to the side of the road in an

appropriate place before making or receiving any telephone calls. In the event of being unable to pick up a call because you cannot find a safe place to park, you must return the call as soon as conveniently possible.

N) COMPANY MOBILE PHONES

The Company mobile phones are to be used mainly for business purposes, however you may use them for a reasonable amount of personal use. However, any personal use deemed by the Company to be excessive may be recharged back to you. This is an express written term of your contract of employment. Internet usage on Company mobile phones is subject to the same provisions set out in our E-mail and Internet Policy. The Company reserves the right to monitor all communications made on Company mobile phones in order to ensure compliance with our policies and procedures.

O) OTHER POLICIES AND PROCEDURES

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

P) BEHAVIOUR AT WORK

- 1) Employees are expected to act respectfully and civilly towards fellow employees, members of the public and our residents. Rude and objectionable behaviour including bad language will render you liable to disciplinary action which could result in dismissal.
- 2) You must 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.
- 3) Any involvement in activities which could be construed as being in competition with us is strictly prohibited.

Q) BEHAVIOUR OUTSIDE OF WORK

The company recognises the importance of work/life balance. However, owing to the nature of the business, the company insists on employing staff of the highest integrity, we expect you to maintain these standards outside of

working hours. Activities that result in adverse publicity to ourselves, or which cause us to lose faith in your integrity, may give us grounds for your dismissal.

R) RESIDENT RELATIONS

Our employees are employed to provide care to our residents in the care home. Due to this relationship, our residents may, on rare occasions, require that such an employee be removed from working with them in accordance with their agreement with us. In such circumstances we will investigate the reasons for such requests. However, if our residents maintain their stance, we will then take all reasonable steps to ensure that alternative work is provided. If this is not possible we may have no alternative but to terminate such an individual's employment. This procedure is separate from any concurrent disciplinary matter that may need to be addressed. HSN employees must not have any form of relationship with a resident or a resident's family on anything other than a purely professional basis.

S) INCLEMENT WEATHER/TRAVEL ARRANGEMENT DISRUPTION

Every reasonable effort must be made to attend work in accordance with your contract. In the event that you are unable to attend work owing to inclement weather conditions and/or severe disruption to your travel arrangements, you must report your absence through the normal absence reporting procedures. Your absence will be unpaid unless you have sufficient annual leave in which case you may request to use this. Full details of the latest version of this policy is available separately.

T) DRIVING LICENCE

If driving is a necessary part of your role it is imperative that you maintain a valid driving licence suitable for the vehicle you operate at all times during your employment. You are required upon request to produce your driving licence to the management. We may also require you to provide us with the ability to access your driving licence details online. If at any time your licence is endorsed, or you are disqualified from driving, we must be informed immediately. If you are required to drive as part of your job and we are unable to find alternative employment, your employment may be terminated.

U) CAR INSURANCE

If your position requires you to use your own car for business purposes, you must ensure that your car insurance provides adequate cover. Proof of adequate insurance, Driving Licence, Tax and an MOT Certificate must be produced for scrutiny by the Company, upon renewal and at any time when so requested.

V) PARKING

Where parking facilities have been made available to you on our premises you must ensure that you observe all of our traffic requirements e.g. speed limits, etc. To avoid congestion, all vehicles must be parked only in the designated parking areas. No liability is accepted for damage to private vehicles, however it may be caused.

W) FINES

Any fines imposed by relevant authorities including (but not limited to) speeding and parking will be payable by the employee. The Company take no responsibility for the payment of fines incurred by the employee during their employment. In the event that the Company receive the summons on the employee's behalf or owing to a fine incurred by the employee, we may pay the fine and deduct the cost from the employee's salary. This is an express written term of your contract of employment.

X) THIRD PARTY INVOLVEMENT

We reserve the right to allow third parties to chair any meeting, for example disciplinary, capability, grievance, this is not an exhaustive list. You agree to permit us to share any relevant sensitive data where it is necessary for the purposes of that hearing.

Y) RECORDING OF FORMAL MEETINGS

We reserve the right to record any formal meetings whether conducted by us or a third party, a copy of the recording can be made available on request.

Anti-Bribery Policy

A) INTRODUCTION

Bribery is a criminal offence. The Company prohibits any form of bribery. We require compliance, from everyone connected with our business, with the highest ethical standards and anti-bribery laws applicable. Integrity and transparency are of utmost importance to us and we have a zero tolerance attitude towards corrupt activities of any kind, whether committed by employees or by third parties acting for or on behalf of the Company.

B) POLICY

It is prohibited, directly or indirectly, for any employee or person working on our behalf to offer, give, request or accept any bribe i.e. gift, loan, payment, reward or advantage, either in cash or any other form of inducement, to or from any person or Company in order to gain commercial, contractual or regulatory advantage for the Company, or in order to gain any personal advantage for an individual or anyone connected with the individual in a way that is unethical.

C) SUSPICION

If we suspect that you have committed an act of bribery or attempted bribery, an investigation will be carried out and, in line with our disciplinary procedure where appropriate, action may be taken against you which may result in your dismissal, or the cessation of our business arrangement with you.

D) REPORTING

If you, as an employee or person working on our behalf, suspect that an act of bribery or attempted bribery has taken place, even if you are not personally involved, you are expected to report this to the Registered Manager. You may be asked to give a written account of events.

Staff are reminded of the Company's Whistleblowing Policy which is available in this Employee Handbook.

E) GIFTS AND HOSPITALITY

No gift or offer of hospitality can be accepted by an employee or anyone working on our behalf.

Full details of the latest version of this policy is available from the Registered Manager.

Whistle-Blowers

A) INTRODUCTION

Under certain circumstances, employees are protected from suffering any detriment or termination of employment if they make disclosures about organisations for whom they work.

B) 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.

C) THE PROCEDURE

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

D) TREATMENT BY OTHERS

Bullying, harassment or any other detrimental treatment afforded to a colleague who has made a qualifying disclosure is unacceptable. Anyone found to have acted in such a manner will be subject to disciplinary action.

Full details of the latest version of this policy is available from the Registered Manager.

Capability Procedures

A) INTRODUCTION

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

B) JOB CHANGES/REGISTERED CAPABILITY ISSUES

- 1) If the nature of your job changes or if we have Registered concerns about your ability to perform your job we will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve.
- 2) If your standard of performance is still not adequate you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal. We will also consider the possibility of a transfer to more suitable work if possible.
- 3) If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work, or if your level of performance has a serious or substantial effect on our organisation or reputation, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.
- 4) If such improvement is not forthcoming after a reasonable period of time, you will be dismissed with the appropriate notice.

C) PERSONAL CIRCUMSTANCES/HEALTH ISSUES

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

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

D) SHORT SERVICE STAFF

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

Disciplinary Procedures

A) INTRODUCTION

- 1) It is necessary to have a minimum number of rules in the interests of the whole organisation.
- 2) The rules set standards of performance and behaviour whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is our aim that the rules and procedures must emphasise and encourage improvement in the conduct of individuals, where they are failing to meet the required standards, and not be seen merely as a means of punishment. We reserve the right to amend these rules and procedures where appropriate.
- 3) Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case and appeal against any decision that you consider to be unjust.
- 4) The following rules and procedures should ensure that:
 - a) the correct procedure is used when requiring you to attend a disciplinary hearing;
 - b) you are fully aware of the standards of performance, action and behaviour required of you;
 - c) disciplinary action, where necessary, is taken speedily and in a fair, uniform and consistent manner;
 - d) you will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case. On some occasions temporary suspension on contractual pay may be necessary in order that an uninterrupted investigation can take place. This must not be regarded as disciplinary action or a penalty of any kind;

- e) other than for an "off the record" informal reprimand, you have the right to be accompanied by a fellow employee at all stages of the formal disciplinary process;
- f) you will not normally be dismissed for a first breach of discipline, except in the case of gross misconduct; and
- g) if you are disciplined, you will receive an explanation of the penalty imposed and you will have the right to appeal against the finding and the penalty.

B) DISCIPLINARY RULES

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

C) RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT

(these are examples only and not an exhaustive list)

- a) You will be liable to disciplinary action if you are found to have acted in any of the following ways:
- b) failure to abide by the Registered health and safety rules and procedures;
- c) smoking in designated non-smoking areas;
- d) persistent absenteeism and/or lateness;
- e) unsatisfactory standards or output of work;

- f) rudeness towards residents, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language;
- g) failure to devote the whole of your time, attention and abilities to our organisation and its affairs during your normal working hours;
- h) failure to carry out all reasonable instructions or follow our rules and procedures;
- i) unauthorised use or negligent damage or loss of our property;
- j) unauthorised use of e-mail and internet;
- k) failure to report immediately any damage to property or premises caused by you;
- l) use of resident's vehicles without approval;
- m) failure to report any incident whilst driving the resident's vehicles, whether or not personal injury or vehicle damage occurs;
- n) if your work involves driving, failure to report immediately any type of driving conviction, or any summons which may lead to your conviction;
- o) carrying unauthorised passengers in the resident's vehicles or the use of resident's vehicles for personal gain;
- p) loss of driving licence where driving on public roads forms an essential part of the duties of the post; and
- q) failure to abide by the rules and regulations issued by the Care Quality Commission, a copy of which is available for inspection in the office.

D) SERIOUS MISCONDUCT

- 1) Where one of the unsatisfactory conduct or misconduct rules has been broken and if, upon investigation, it is shown to be due to your extreme carelessness or has a serious or substantial effect upon our operation or reputation, you may be issued with a final written warning in the first instance.
- 2) You may receive a final written warning as the first course of action, if, in an alleged gross misconduct disciplinary matter, upon investigation, there is shown to be some level of mitigation resulting in it being treated as an offence just short of dismissal.

E) RULES COVERING GROSS MISCONDUCT

Occurrences of gross misconduct are very rare because the penalty is dismissal without notice and without any previous warning being issued. It is not possible to provide an exhaustive list of examples of gross misconduct.

However, any behaviour or negligence resulting in a fundamental breach of contractual terms that irrevocably destroys the trust and confidence necessary to continue the employment relationship will constitute gross misconduct. Examples of offences that will normally be deemed as gross misconduct include serious instances of:

- a) theft or fraud;
- b) physical violence or bullying;
- c) deliberate damage to property;
- d) deliberate acts of unlawful discrimination or harassment;
- e) possession, or being under the influence, of 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;
- g) maltreatment of residents; by neglect, omission and/or commission;
- h) failure to report an incident of abuse, or suspected abuse of a resident;
- i) abandoning duty without notification or sleeping on duty on resident's premises;
- j) acceptance of gifts & hospitality in contravention of the Bribery Act 2010;
- k) failure to give notice of any pecuniary interest of which you are aware, in a contract which has been, or is proposed to be, entered into by the organisation;
- l) wilful misrepresentation at the time of appointment including:
 - 1. Previous positions held
 - 2. Qualifications held
 - 3. Falsification of date of birth
 - 4. Declaration of health
 - 5. Failure to disclose a criminal conviction/caution within the provisions of the Rehabilitation of Offenders Act;
- m) wilful misrepresentation at any time during employment in connection with qualifications held;
- n) deliberate disclosure of privileged confidential information to unauthorised people;
- o) negligent or deliberate failure to comply with the requirements of the organisation's policy & procedure concerning medicines;

- p) working whilst contravening an enactment, or breach of rules laid down by statutory bodies;
- q) any act or omission constituting serious or gross negligence/or dereliction of Registered;
- r) serious failure to abide by the rules and regulations issued by the Care Quality Commission, a copy of which is available for inspection in the office.
- s) consumption of alcohol on residents or Company premises prior to and/or during hours of Registered;
- t) failure to attend or gain access to visits and not reporting to Manager/ on call; and
- u) conviction for a criminal offence which clearly indicates unsuitability for the role employed to undertake.

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

F) DISCIPLINARY PROCEDURE

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

OFFENCE	FIRST OCCASION	SECOND OCCASION	THIRD OCCASION	FOURTH 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 retain discretion in respect of the disciplinary procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service you may not be in receipt of any warnings before dismissal.
- 3) If a disciplinary penalty is imposed it will be in line with the procedure outlined above, which may encompass a formal verbal warning, written warning, final written warning, or dismissal, and full details will be given to you.
- 4) In all cases warnings will be issued for misconduct, irrespective of the precise matters concerned, and any further breach of the rules in relation to similar or entirely independent matters of misconduct will be treated as further disciplinary matters and allow the continuation of the disciplinary process through to dismissal if the warnings are not heeded.

G) DISCIPLINARY AUTHORITY

The operation of the disciplinary procedure contained in the previous section is based on the following authority for the various levels of disciplinary action. However, the list does not prevent a higher level of seniority progressing any action at whatever stage of the disciplinary process.

	PERSON AUTHORISED TO TAKE DISCIPLINARY ACTION IN THE CASE OF:	
	MANAGEMENT	OTHER EMPLOYEES
Formal verbal warning	Director	Management
Written warning	Director	Management
Final written warning	Director	Management
Dismissal	Director	Management

H) PERIOD OF WARNINGS

- 1) **Formal verbal warning** - A formal verbal warning will normally be disregarded for disciplinary purposes after a three month period.
- 2) **Written warning** - A written warning will normally be disregarded for disciplinary purposes after a six month period.
- 3) **Final written warning** - A final written warning will normally be disregarded for disciplinary purposes after a twelve month period.

I) REGISTERED NOTES

- 1) If you are in a supervisory or Managerial position, then demotion to a lower status may be considered as an alternative to dismissal except in cases of gross misconduct.
- 2) In exceptional circumstances, suspension from work without pay for up to five days as an alternative to dismissal (except dismissal for gross misconduct) may be considered by the person authorised to dismiss.
- 3) Gross misconduct offences will result in dismissal without notice.
- 4) You have the right to appeal against any disciplinary action.

Capability/Disciplinary Appeal Procedure

- 1) You have the right to lodge an appeal in respect of any capability/disciplinary action taken against you.
- 2) If you wish to exercise this right you must apply either verbally or in writing to the person indicated in your individual Statement of Main Terms of Employment.
- 3) An appeal against a formal warning or dismissal must give details of why the penalty imposed is too severe, inappropriate or unfair in the circumstances.
- 4) The appeal procedure will normally be conducted by a member of staff not previously connected with the process so that an independent decision into the severity and appropriateness of the action taken can be made.
- 5) If you are appealing on the grounds that you have not committed the offence, then your appeal may take the form of a complete re-hearing and reappraisal of all matters so that the person who conducts the appeal can make an independent decision before deciding to grant or refuse the appeal.
- 6) You may be accompanied at any stage of the appeal hearing by a fellow employee of your choice. The result of the appeal will be made known to you in writing, normally within five working days after the hearing.

Grievance Procedure

- 1) It is important that if you feel dissatisfied with any matter relating to your employment you should have an effective means by which such a grievance can be aired and, where appropriate, resolved.
- 2) Nothing in this procedure is intended to prevent you from informally raising any matter you may wish to mention. Informal discussion can frequently solve problems without the need for a written record. However, if you wish to raise a formal grievance you must normally do so in writing from the outset.
- 3) You have the right to be accompanied at any stage of the procedure by a fellow employee who may act as a witness or speak on your behalf to explain the situation more clearly.
- 4) If you feel aggrieved at any matter relating to your work (except personal harassment, for which there is a separate procedure following this section), you must first raise the matter with the person specified in your Statement of Main Terms of Employment, explaining fully the nature and extent of your grievance. You will then be invited to a meeting at a reasonable time and location at which your grievance will be investigated fully. You must take all reasonable steps to attend this meeting. You will be notified of the decision, in writing, normally within ten working days of the meeting, including your right of appeal.
- 5) If you wish to appeal you must inform the Registered Manager within five working days. You will then be invited to a further meeting, which you must take all reasonable steps to attend. As far as reasonably practicable, the organisation will be represented by a more Senior Manager than attended the first meeting (unless the most Senior Manager attended that meeting).
- 6) Following the appeal meeting you will be informed of the final decision, normally within ten working days, which will be confirmed in writing.

Personal Harassment Policy and Procedure

A) INTRODUCTION

- 1) Harassment or victimisation on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation is unacceptable.
- 2) Personal harassment takes many forms ranging from tasteless jokes and abusive remarks to pestering for sexual favours, threatening behaviour and actual physical abuse. Whatever form it takes, personal harassment is always taken seriously and is totally unacceptable.
- 3) We recognise that personal harassment can exist in the workplace, as well as outside, and that this can seriously affect employees' working lives by interfering with their job performance or by creating a stressful, intimidating and unpleasant working environment.

B) POLICY

1. We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all our employees.
2. We have published these procedures to inform employees of the type of behaviour that is unacceptable and provide employees who are the victims of personal harassment with a means of redress.
3. We recognise that we have a Registered to implement this policy and all employees are expected to comply with it.

C) EXAMPLES OF PERSONAL HARASSMENT

Personal harassment takes many forms and employees may not always realise that their behaviour constitutes harassment. Personal harassment is unwanted behaviour by one employee towards another and examples of harassment include:

- a) insensitive jokes and pranks;
- b) lewd or abusive comments about appearance;
- c) deliberate exclusion from conversations;
- d) displaying abusive or offensive writing or material;
- e) unwelcome touching; and
- f) abusive, threatening or insulting words or behaviour.

These examples are not exhaustive and disciplinary action at the appropriate level will be taken against employees committing any form of personal harassment.

D) COMPLAINING ABOUT PERSONAL HARASSMENT**1. Informal complaint**

We recognise that complaints of personal harassment and particularly of sexual harassment can sometimes be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal grievance procedure. In these circumstances you are encouraged to raise such issues with a senior colleague of your choice (whether or not that person has a direct supervisory responsibility for you) as a confidential helper. This person cannot be the Registered Manager or a Director who will be responsible for investigating the matter if it becomes a formal complaint.

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

2. Formal complaint

Where the informal approach fails or if the harassment is more serious, you can bring the matter to the attention of the Registered Manager or a Director as a formal written complaint and again your confidential helper can assist you in this. If possible, you must keep notes of the harassment so that the written complaint can include:

- a) the name of the alleged harasser;
- b) the nature of the alleged harassment;
- c) the dates and times when the alleged harassment occurred;
- d) the names of any witnesses; and
- e) any action already taken by you to stop the alleged harassment.

On receipt of a formal complaint we will take action to separate you from the alleged harasser to enable an uninterrupted investigation to take place. This may involve a temporary transfer of the alleged harasser to another work area or suspension on contractual pay until the matter has been resolved.

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

On conclusion of the investigation, which will normally be within ten working days of the meeting with you, the decision of the investigator, detailing the findings, will be sent in writing to you.

You have the right to appeal against the findings of the investigator in accordance with the appeal provisions of the grievance procedure.

E) REGISTERED NOTES

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

Equal Opportunities Policy

A) STATEMENT OF POLICY

1. We recognise that discrimination is unacceptable and although equality of opportunity has been a long standing feature of our employment practices and procedure, we have made the decision to adopt a formal equal opportunities policy. Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action.
2. The aim of the policy is to ensure no job applicant, employee or worker is discriminated against either directly or indirectly on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation.
3. We will ensure that the policy is circulated to any agencies responsible for our recruitment and a copy of the policy will be made available for all employees and made known to all applicants for employment.
4. The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.
5. The policy will be implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice.
6. We will maintain a neutral working environment in which no employee or worker feels under threat or intimidated.

B) RECRUITMENT AND SELECTION

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

2. Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of this policy.
3. Job descriptions, where used, will be revised to ensure that they are in line with our equal opportunities policy. Job requirements will be reflected accurately in any personnel specifications.
4. We will adopt a consistent, non-discriminatory approach to the advertising of vacancies.
5. We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group.
6. All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.
7. All employees involved in the recruitment process will periodically review their selection criteria to ensure that they are related to the job requirements and do not unlawfully discriminate.
8. Short listing and interviewing will be carried out by more than one person where possible.
9. Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.
10. We will not disqualify any applicant because he/she is unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the job.
11. Selection decisions will not be influenced by any perceived prejudices of other staff.

C) TRAINING AND PROMOTION

1. Senior staff will receive training in the application of this policy to ensure that they are aware of its contents and provisions.
2. All promotion will be in line with this policy.

D) MONITORING

1. We will maintain and review the employment records of all employees in order to monitor the progress of this policy.
2. Monitoring may involve:
 - a) the collection and classification of information regarding the race in terms of ethnic/national origin and sex of all applicants and current employees;
 - b) the examination by ethnic/national origin and sex of the distribution of employees and the success rate of the applicants; and
 - c) recording recruitment, training and promotional records of all employees, the decisions reached and the reason for those decisions.
3. The results of any monitoring procedure will be reviewed at regular intervals to assess the effectiveness of the implementation of this policy. Consideration will be given, if necessary, to adjusting this policy to afford greater equality of opportunities to all applicants and staff.

Termination of Employment

A) RESIGNATIONS

All resignations must be supplied in writing, stating the reason for resigning your post

B) 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.

C) RETURN OF PROPERTY

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

D) REPAYMENT OF OUTSTANDING MONIES

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

E) GARDEN LEAVE

If either you or the organisation serves notice on the other to terminate your employment the organisation may require you to take "garden leave" for all or part of the remaining period of your employment.

NB.

During any period of garden leave you will continue to receive your full salary and any other contractual benefits.

