

# **Employee Handbook**

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## **Introduction to Employment**

The success of the employment relationship depends on the sharing of trust and confidence and the commitment to providing excellent care.

If the Employer is the service user and the receiver of care, it may be appropriate for the service user to appoint another person to act in the capacity of employer and be responsible for any communication with you relating to your employment. Any reference to the Employer should be interpreted to include the service user and/or their authorised alternative person.

The Employer welcomes you and hopes that you will be happy in your employment. Please study carefully the contents of the handbook and your individual statement of main terms of employment.

## **Equal opportunities**

All employees are to be treated with dignity and respect while at work. The Employer will not tolerate sexual harassment of one employee by another.

The Employer is committed to providing a working environment in which employees are able to realise their full potential and to contribute to workplace success irrespective of their gender, race, or disability. The Employer is committed to identifying and eliminating practices, procedures and attitudes towards anyone inside or external to the workplace. The Employer aims to ensure that no employee or job applicant is discriminated against, either directly or indirectly, on the grounds of gender, race, colour, nationality, ethnic or racial origins, marital status, religion or disability.

## **Convictions and Offences**

This employment is exempt from the Rehabilitation of Offenders Act 1974. You are not entitled to withhold any information requested by the Employer about any previous convictions you may have, or even if in other circumstances they would be regarded as “spent” under the Act. This information is required before you take up the appointment or upon receipt of this document; concealment may result in dismissal. You are also required to report to the Employer any convictions or offences, which you are charged, including traffic offences, during the course of your employment.

## **Safeguarding Vulnerable Groups**

The Disclosure and Barring Service is designed to give greater protection to vulnerable groups. The Employer has the statutory duty to check that potential new workers are not on the Adults Barred List before allowing them to work. The Employer is unable to employ anyone in a care capacity who is on this list.

The Employer is also under a duty to refer any worker to the Disclosure and Barring Service where abuse is suspected.

## **Bribery**

You must not accept gifts from any relatives without authority and must not advise on financial investments or on the preparation of wills, etc. You must not put your signature to any such documents.

You must not request or accept a financial loan from the Employer, colleagues or anyone resident in the home or the Employer’s family and friends.

## **Confidentiality**

You must be aware of the confidentiality of information gained during the course of your duties, which will include access to the Employer's personal information, details about their medical health and information about the running of the household and relationships within it. It is expected that you understand the importance of treating information in a discreet and confidential manner.

You shall not at any time before or after the termination of your employment disclose such information to any person without the Employer's written consent.

## **Pensions**

If eligible, you will be auto-enrolled into a pension scheme, in accordance with pensions auto-enrolment obligations.

Full details of the scheme will be given to you when you are enrolled, including the minimum level of contributions that you will be required to make during your membership and your right to opt out if you do not want to be a member of the scheme. While participating in the scheme, you agree to worker pension contributions being deducted from your salary.

Membership of the scheme is subject to its rules as may be amended from time to time, and the organisation may replace the scheme with another pension scheme at any time.

If you cease to be a member of the scheme for any reason, you will be re-enrolled automatically into a pension scheme as and when required by law.

Further details about the scheme can be obtained from your Employer.

## **Absence policies**

### **Lateness**

You must notify your employer by telephone and in person as soon as you become aware that you are running late for a shift which will enable steps to be taken to ensure appropriate care is in place. Notification of lateness by text message is not an acceptable method of communication.

Persistent lateness may result in disciplinary proceedings.

Being late to attend a shift may have a very serious impact upon the Employer, particularly where your attendance is necessary to provide for their basic care needs and medication. Dependent upon the circumstances, serious lateness may in itself be considered gross neglect and result in dismissal.

### **Sickness**

If you are unable to attend work because of sickness you must inform the Employer personally, by telephone, as soon as you are aware of your inability to attend so other arrangements may be made.

Notification of absence for any reason by text message is not an accepted method of communication. Failure to follow an acceptable notification procedure may be considered misconduct and may result in disciplinary action.

Unauthorised absence may be considered by the Employer to be gross misconduct and may result in the termination of your employment without notice.

There is no contractual right to payment in respect of period of absence due to sickness or inability to attend work. The payment for sick pay will be Statutory Sick Pay according to the prescribed rate, which will be paid providing the Employee follows these procedures:

- a) Inform the Employer as soon as you know you will not be able to come to work and in any event not less than two hours prior to the shift start time;
- b) If the you are off sick for more than three days you are required to complete a self certificate form;
- c) You will be required to provide a Medical Certificate if you are absent for more than seven days;
- d) For the purposes of the Statutory sick Pay scheme the agreed qualifying days are Monday to Sunday;

**It is not acceptable to submit a sick note to your employer without contact by telephone in accordance with this policy. Nor is contacting an external support organisation an acceptable method of notifying absence as any external organisation are not your employer and it cannot be guaranteed that anyone else will be in contact with your employer or organise alternative care.**

**Sick notes must be provided to your employer and not sent directly to any external payroll provider.**

**Failure to follow this procedure may result in disciplinary and result in no payment being made for periods of time which are considered to be absence without leave of the employer.**

### **Jury Service**

Employees are entitled to time off work to attend jury service. Employees should notify the Employer immediately on receipt of the jury summons giving full details and providing evidence of the dates you are required to attend.

Employees will not normally be paid for this time off and are advised to claim the expenses which they are entitled to from the Court. This will normally include compensation for loss of earnings.

## **Family Friendly Policies**

### **Flexible Working**

Employees are eligible to request a flexible working pattern. Your request must be submitted in writing and you may stipulate whether you intend the alternation to be permanent or temporary. Flexible working requests may include a request to alter the time of work, the hours that are worked, the structure of shift patterns etc.

In order to qualify for flexible working you must:

- Be an employee;
- Have worked for the Employer for 26 weeks continuously before applying, and
- Not have made another application to work flexibly during the past 12 months.

Upon receipt of a flexible working request the employer will invite you to discuss your request.

The request will be considered by the Employer and will be granted providing the request falls within the parameters of the legislation and is in accordance with the care needs of the Employer. Where it is uncertain whether the employer will be able to accommodate a permanent change a period of trial may be agreed.

### **Bereavement leave**

The Employer recognises that circumstances, the nature of relationships and the required observances of different religions vary. Therefore, rather than being prescriptive on absolute periods of leave in other cases, there is a need to assess each case individually.

Employees who need only to attend the funeral of a relative or close friend may be granted reasonable time off without pay at the Employers discretion. In most cases this will be a period of up to one day.

### **Parental Bereavement Leave**

Employees have the right to 2 weeks off if their child dies under the age of 18 or are stillborn after 24 weeks of pregnancy. This is called 'parental bereavement leave'.

Bereaved parents will be able to take the leave as either a single block of 2 weeks, or as two separate blocks of one week each taken at different times across the first year after their child's passing.

### **Maternity/Paternity/Adoption and Parental Leave**

There is no contractual maternity/paternity or adoption pay in addition to the statutory amount. If you (or your partner) become pregnant or if you are informed that a child is to be placed with you by an adoption agency then you are free to notify the Employer at the earliest opportunity so that your entitlements can be explained to you and measures can be put in place to ensure your safety in the workplace where applicable.

### **Maternity Leave and pay**

In order that the Employer may offer you guidance on your rights, make provisions to protect your health and safety in the work place and ensure you benefit from your full entitlements it is preferred that you give notice of your pregnancy as soon as possible. At the very latest you must provide notice before the start of the 15<sup>th</sup> week prior to the expected week of childbirth in order to qualify for statutory maternity pay.

You are required to provide the MATB1 certificate which will be given to you by your medical team once you are 20 weeks into your pregnancy. This operates as proof of your pregnancy and allows the Employer to process a payment of statutory maternity pay where you are eligible.

You are entitled to up to 52 weeks statutory maternity leave which may start no more than 11 weeks prior to the expected week of childbirth. Should you be absent from work, and otherwise not on maternity leave, within the four weeks prior to the expected week of childbirth your maternity leave will start automatically.

You must notify your employer in writing of your intended maternity leave start date, the Employer will then write to you to confirm the date that you are expected to return to work. Should you wish to return to work prior to the completion of 52 weeks leave you must give the Employer 8 weeks' notice in writing of your intended return date. You will not be allowed to return to work within 2 weeks of child birth.

You will receive statutory maternity pay where you are eligible. Please speak to the Employer for further guidance on this. Statutory maternity runs for 39 weeks from the start of maternity leave, where eligible you will be entitled to 6 weeks at 90% of your average weekly salary and then 33 weeks at the statutory maternity rate applicable at the time.

If you are not eligible for statutory maternity pay the Employer will provide you with the SMP1 form which will allow you to claim Maternity Allowance.

### **Shared parental leave**

Shared parental leave provides an opportunity to share entitlements that would otherwise arise under the provisions of maternity, adoption and maternity allowance. To qualify for SPL you must share responsibility for the child with one of the following:

- Your husband, wife, civil partner or joint adopter
- the child's other parent
- your partner (if you live with them)

Leave can be taken in blocks of 3 across the first year from the date of entitlement.

You must give the Employer 8 weeks' notice in writing of your intention to take shared parental leave.

Should you wish to consider this option you must first contact the Employer for further information about your rights and entitlement to both statutory parental leave and statutory shared parental pay. The Employer will require the name and address of your partner's employer and a copy of the child's birth certificate and will provide you with the relevant forms for completion.

### **Paternity Leave**

In order to qualify for paternity leave and pay you must be the father of a child, the husband or partner of the mother, the child's adopter or the intended parent. You must be an employee and have worked continuously for the Employer for 26 weeks prior to the qualifying week which is 15 weeks prior to the date of childbirth, or in the case of adoption 15 weeks prior to the matching week. You must have informed the Employer 15 weeks prior to the qualifying week of the likelihood of your claiming paternity leave and pay.

Where eligible you are entitled to one or two week's paternity leave which will be paid at the rate of statutory paternity pay. You may start your leave from the date of the child's birth or adoption and take it in blocks of one week either consecutively or separately within the first 52 weeks.



A week amounts to the same amount of days that you would normally work in a week for the Employer. You must give written notice of your intention to take leave and if you intend to change the start date of any period of leave you must give the Employer 28 days notice in writing.

### **Parental leave**

Parental leave is different to that of Maternity or shared parental leave.

Parental leave allows mothers, father and people with parental responsibility for children up to the age of 18, to take up to 18 weeks unpaid leave. To be eligible for the leave you must have worked for the Employer for a consecutive period of not less than one year. The purpose of the leave is in order to spend time caring for your child.

Leave must be agreed in advance with your employer to ensure that the employer has adequate care in place for the duration of your absence and in any event you must provide not less than 21 days notice in writing of your intention to take leave. Leave must be taken in blocks of one week durations and may be taken in broken arrangements across the year.

### **Time Off For Dependents**

Time off for Dependents is designed to support employees where emergencies arise that are related to children or dependents.

Unpaid time off may be taken to provide assistance when a dependant falls ill, gives birth, is injured or assaulted or to arrange for the provision of care for a dependent who is ill or injured.

Dependents include:

- A spouse
- A child
- A parent
- A person who lives in the same household as you and whom is not your employee, lodger or tenant
- Any person who reasonably relies on you for assistance to make arrangements for the provision of care

To take time off under the circumstances set out above you must notify the Employer as soon as reasonably practicable and inform the Employer how long you expect to be away from work.

## **Health & Safety**

You must not take any action that could threaten the health and safety of yourself, other employees, visitors or members of the public. You must notify the Employer immediately of any hazard to health and safety that is discovered in the work place or through systems of working.

Protective clothing and other equipment which may be issued to you for your protection must be worn at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities.

You should report all accidents and injuries at work, no matter how trivial, and record the event in the accident book that can be obtained from the Employer.

## **Hygiene**

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

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

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

No jewellery should be worn other than wedding bands, without my permission.

You should not wear excessive amounts of makeup and perfume and nail varnish should not be worn. If you are aware of any particular sensitivities that the Employer has you must ensure that you have not exposed yourself to or carry any allergens that may trigger an allergic reaction prior to or during your shift. You will be notified of any particular requirements of the Employer.

If you are suffering from an infectious or contagious disease, this must be reported to the Employer and you must have clearance from your GP before recommencing work.

## **Wastage**

The Employer maintains a policy of minimum waste which is essential to the cost effective management of their welfare and home.

You are expected to abide by this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc. You are expected to handle machines, equipment and medical supplies with care; turn off unnecessary lighting and heating; keep doors closed whenever possible.

Any damage to vehicles or property 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.

Any loss 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 the full or part of the cost of the loss.

In the event of failure to pay, the Employer has the contractual right to deduct such costs from your pay.

## **Harassment and bullying**

Employees have the right to a working environment free from intimidating and insulting behaviour and the Employer recognises their legal obligation to provide such an environment. The Employer is committed to the development and promotion of a positive workplace culture that is free from harassment and bullying and aims to ensure that any allegation of harassment or bullying at work is taken seriously and is dealt with effectively.

## **Work related stress**

Work related stress exists where people perceive they cannot cope with what is being asked of them at work. The Employer recognises that work-related stress is not an illness but that if it is prolonged and intense it can lead to problems with ill health.

You have a responsibility to take reasonably practical steps to minimise your own stress levels and those of your fellow workers who may be affected by your acts or omissions. You also have a legal responsibility to comply with the Health and Safety at Work legislation and other statutory regulations to take reasonable care of your health and safety and that of other persons with whom you work. Employees should draw the attention of the Employer to any concerns about work related stress which might present a health hazard to you or other persons.

The Employer will support all employees in dealing with work related stress through discussions. Wherever possible an employee experiencing excessive and sustained work-related stress will have their work adapted, including the possibility of alternative employment within the workplace, so as to remove the risk or reduce it to an acceptable level.

## **Whistleblowing**

You may have access to or come into contact with information of a confidential nature. The law allows employees to make a protected disclosure of certain information in order to be protected, a disclosure must relate to a specific subject matter and the disclosure must also be made in an appropriate way.

You will suffer no detriment of any sort for making such a disclosure in accordance with this procedure. Failure to follow this procedure may result in the disclosure of information losing its protected status.

## **Data protection**

You may be required to give certain information relating to yourself in order that the Employer may properly carry out their duties, rights and obligations as the Employer. The Employer will process and control such data principally for personnel, administrative and payroll purposes.

Your employer may share data with external support organisations that they rely upon to assist them in the management of their duties.

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 also have the right to be informed of the source of the data and to whom it may be disclosed. The Employer is not obligated to supply this information unless you make a written request and for such requests, a fee will be payable.

## Data protection – Employee’s data privacy statement

You are required to give certain personal data to enable the Employer to out their duties, rights and obligations as the Employer. The privacy of your Data is taken seriously and this policy explains how Data will be used and protected.

Your Employer, as named on your contract of employment, is the Data Controller. This notice applies before, during and after your employment has come to an end.

Personal Data that is processed by your Employer includes the following:

- Name, residential address and contact details including telephone numbers and email address
- Date of birth
- Financial details, such as your National Insurance Number, bank account, payroll records, tax status, pensions, benefits and Court orders relevant to employment
- Details about your health that you have consented to share and sickness/absence records
- Information about your criminal record and offences
- Right to work information
- References obtained from your referees
- A copy of your driving license
- Information about your private vehicle where it is used for work purposes, including; registration number, make, model, tax, insurance, MOT and safety checks
- Work history and location of employment past and present
- Emergency contact details
- Training records, performance information, qualifications, disciplinary and grievance history
- CCTV footage and audio recordings obtained in the course of employment

The Employer will process and control such data principally for personnel, administrative and payroll purposes and for the purposes of managing the performance of your employment contract. Data may also be used where the Employer is under a legal obligation to do so or where it is necessary and proportionate to safeguard the interests of the Service User and/or the public interest.

The Employer may receive and share data with the following parties in order to assist them in the management of their duties and fulfil the purpose set out above:

- The Service user (where they are not already the Employer)
- The Local Authority or NHS Clinical Commissioning Group which is responsible for funding the care required
- Third sector support organisations authorised by the employer and/or funding authority to support the Employer in payroll and employee management activities
- Accountants and Pay roll organisations
- Independent living organisations or disability advocates
- Insurance companies and legal advisors including helpline providers and solicitors
- Other employers strictly for the purpose and operation of TUPE transfers

- Personal agents of the Employer, such as family members or friends, where the Employer's physical or mental health prevents adequate performance of their duties and responsibilities

All third-parties to the employment contract are required to take appropriate security measures to protect your personal information in line with this policy. They are not allowed to use your personal data for their own purposes. Permission has/will only be granted for them to process your personal data for specified purposes and in accordance with our instructions. The Employer does not accept responsibility or control of Data willingly shared by you with any other third party independent of and outside of the Employers control.

Data will be retained for as long as necessary to fulfil the purposes it was collected for in accordance with this policy. Where Data is considered sensitive data (such as health records, criminal conviction information, CCTV footage etc) to determine the appropriate retention period for Data consideration will be given to the amount, nature, and sensitivity of the Data collected, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which data is processed and whether those purposes can be achieved through other means, and the applicable legal requirements.

Your rights, in certain circumstances, in regards to your personal data include:

- Request access There is no charge for this request and the Employer will endeavour to provide the information within a reasonable timeframe.
- Request correction of the personal information
- Request erasure of your personal information.
- Object to processing of your personal information where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground.
- Request the restriction of processing of your personal information. This enables you to ask us to suspend the processing of personal information about you, for example if you want us to establish its accuracy or the reason for processing it.
- Request the transfer of your personal information to another party.

In the limited circumstances where you may have provided your consent to the collection, processing and transfer of your personal information for a specific purpose, you have the right to withdraw your consent for that specific processing at any time. To withdraw your consent please notify the Employer.

The Employer reserves the right to update this privacy notice at any time, and will provide you with a new privacy notice when substantial updates are made. From time to time you may also receive notification in other ways about the processing of your personal information.

## Social networking

You will not maintain any site that contains personal identifiable information of the Employer.

You will not maintain a site that contains photographs of the Employer.

You will not maintain a site that contains defamatory statements about the Employer or current colleagues.

The Employer has a reasonable and lawful expectation that staff will not bring the Employer into disrepute.

You are not permitted to access social media during working time. The use of social media during working time will be considered a breach of your duties and may result in disciplinary proceedings.

The Employer reserves the right to copy, retain and use any content contained on social media sites as evidence of a breach of these rules where applicable.

## General

- At the commencement of your employment you will receive any training for your specific job which may be necessary. As your employment progresses your skills may be extended to encompass new job activities.
- Where you are happy to work more than an average of 48 hours per week you will be required to complete a 48 hour opt out form. The Employer will not allow or require you to complete more than 48 hours without the completed form which can be obtained from the Employer. After signing the agreement you may retract it by giving the Employer 3 months notice in writing.
- Refreshment making facilities are provided to you and must be kept clean and tidy at all times and only used during authorised breaks.
- Smoking is not allowed in any area of the Employer's home or vehicle. You are permitted to smoke only during designation rest breaks.
- The use of alcohol and drugs may impair the safe and efficient running of the Employer's support and the health and safety of other employees.

The effects of alcohols and drugs can be numerous including absenteeism, higher accident levels, work performance.

If your performance or attendance at work is affected as a result of alcohol or drugs, or if the Employer believes that you may have been involved in any drug related activity then you may be subject to disciplinary action which may lead to your dismissal.

- You must notify the Employer of any changes to your personal details including contact telephone and address, so that accurate information is maintained. The Employer will not be

responsible for the failure to communicate with you on essential matters where they are unable to do so as a result of your failure to provide up to date contact details.

- If you already undertake other employment or are considering any additional employment you must notify the Employer so that any implications from the current working time legislation can be discussed.

You may not under any circumstances, whether directly or indirectly, undertake any other duties of whatever kind during your hours of work.

- Circumstances may arise where you need time off for medical/dental appointments. Where possible, such appointments should be made outside of working hours. If this is not possible, time off required for these purposes may be granted at the Employer's discretion and will normally be without pay or in the alternative you may be asked to make up the time.
- Any reasonable expenses that have been incurred in support of your Employer will be reimbursed. This does not include your travel to and from work. You must provide receipts for any expenditure and a log of mileage covered where applicable.
- The Employer does not accept liability for any loss or damage to property that you bring onto the premises. You are requested not to bring personal items of value onto the premises and not to leave any items overnight.
- Any private and personal post and packages should not be sent to the Employer's address. No private mail should be posted at the Employer's expense.
- You are not to buy or sell goods on the premises or during your working hours.
- You are not permitted to take personal calls during working hours unless in an emergency.

You may be held responsible for any damage or upset caused by your relatives or friends which is unreasonable and has a damaging effect on the Employer's health and wellbeing.

- If it is a requirement of your role to drive and possess a current driving licence, then the loss of such a licence as a result of a motoring conviction or on health grounds may, if the Employer is unable to find you alternative employment, result in the termination of your employment.

You are required to produce your licence for the Employer's inspection at any time when requested.

- All resignations by employees must be supplied in writing, stating your reasons for resignation.
- You are required to complete and submit timesheets as directed in order to ensure that you receive the correct payment. Incorrectly completed or late submission of timesheets may

result in incorrect or delayed payment of wages. Deliberate falsification of timesheets will be regarded as a disciplinary offence and may lead to your dismissal.

## **Capability**

The Employer recognises that during your employment your capability to carry out your duties may deteriorate. This can be for a number of reasons, the most common ones being that either the job changes over a period of time and you cannot keep pace with the changes, or you change (most commonly because of health reasons) and you can no longer cope with the work.

### **Job Changes**

If the nature of your job changes the Employer will make every effort to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. If there are concerns regarding your capability these will be discussed in an informal manner and you will be given time to improve.

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. The Employer will also consider the possibility of a transfer to more suitable role where possible.

If there is still no improvement after a reasonable time and the Employer cannot transfer you to more suitable work, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.

### **Personal Circumstances**

Personal circumstances may arise which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g., a lack of dexterity or general ill health). If such a situation arises, the Employer will normally need to have details of your medical diagnosis and prognosis so that they can seek 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 the Employer can obtain such a report and they will expect you to co-operate in this matter should the need arise. When as much information as possible has been obtained regarding your condition and after consultation with you, a decision will be made about your future employment in your current role or, where circumstances permit, in a more suitable role.

There may also be personal circumstances which prevent you from attending work, either for a prolonged period or periods or for frequent short periods. Under these circumstances the Employer will need to know when they can expect your attendance record to reach an acceptable level and again this can usually be most easily obtained by asking your own doctor for a medical report. When as much information as possible has been obtained regarding your condition and after consultation with you, a decision will be made about your future employment in your current role or, where circumstances permit, in a more suitable role.



## Disciplinary Rules and Procedures

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 the Employer's aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals, where they are failing to meet the required standards, and not be a means of punishment.

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.

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

### Disciplinary Rules

It is not practicable to specify all disciplinary rules or offences which 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 conditions, procedures, rules etc, within this handbook will also result in the disciplinary procedure being used to deal with such matters.

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 the general health and safety rules and procedures
- b. smoking in designated non smoking areas
- c. persistent absenteeism and/or lateness
- d. unsatisfactory standards or output of work.
- e. rudeness towards your Employer, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language
- f. failure to devote the whole of your time, attention and abilities to the care needs during your normal working hours
- g. unauthorised use of e-mail and internet
- 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

## **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.

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

### **Rules Covering Gross Misconduct** (these are examples only and not an exhaustive list)

You will be liable to summary dismissal if you are found to have acted in any of the following ways:-

- a. grossly indecent or immoral behaviour, deliberate acts of unlawful discrimination or serious acts of harassment
- b. dangerous behaviour, fighting or physical assault
- c. incapacity at work or poor performance caused by intoxicants or drugs
- d. possession, selling or use of illicit drugs
- e. deliberate falsification of any records (including timesheets, absence records, etc in respect of yourself or any fellow employee)
- f. undertaking private work on the premises and/or in working hours without expression permission
- g. taking part in activities which result in adverse publicity, or which cause the Employer to lose faith in your integrity
- h. theft or unauthorised possession of money or property, whether belonging to the Employer, another employee, or a third party
- i. destruction/sabotage of the Employer's property, or any property on the premises
- j. serious breaches of the health and safety rules which endanger the lives of employees, or any other person
- k. gross insubordination and/or continuing refusal to carry out legitimate instructions
- l. abuse of the personal harassment policy.

## **Disciplinary Procedure**

You may be suspended on full pay pending an investigation into allegations of breaching the disciplinary rules. A suspension in itself is not a disciplinary sanction.

Where it is found that disciplinary action is required the allegations will be set out in writing and you will be invited to attend a disciplinary hearing.

You have the right to be accompanied at the hearing by a colleague of your choice or a trade union representative. You will be required to notify the Employer of the identity of the person accompanying you in advance of the meeting. The meeting may be delayed if you fail to do this. You do not have a right to attend a disciplinary hearing with someone who is not otherwise a colleague or union representative, however under special circumstances the Employer may allow you to attend with a friend or family member. Should you wish to take a friend or family member you must agree this in advance with the Employer, failure to do so may be considered a breach of good faith and may result in the cancellation of any pre-arranged hearing and no payment made to you in respect of lost days.

The disciplinary decisions will be made following the meeting and will be communicated to you in writing within a reasonable time frame.

Disciplinary sanctions will be appropriate to the conduct complained of and may include a formal verbal warning, written warning, final written warning, or dismissal.

## **Disciplinary Appeal Procedure**

If you wish to exercise your right of appeal you should apply either verbally or in writing to the Employer.

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

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

You may be accompanied at the appeal hearing by a fellow employee of your choice or a recognised Trade Union official, who may act as a witness, and the result of the appeal will be made known to you in writing within a reasonable time frame.

The Employer reserves the right to request that someone else handle any investigation and/or disciplinary hearing or appeal meeting on their behalf where they feel unable to do so. The person handling such meetings may be another carer, friend, family member or an external support worker from an organisation that is deemed appropriate and necessary in order to ensure the process is completed and is fair in all the circumstances.

Where your employer is unfit to handle any element of the administration of the disciplinary process they may request that an external support worker is allocated to handle the administration.

Where this is the case you will be notified of the alteration to this policy and you will be required to comply with the new instructions.

## **Grievance Procedure**

It is important that if you feel dissatisfied with any matter relating to your work you should have an immediate means by which such a grievance can be aired and resolved.

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 but if you wish your grievance to be formally recorded and investigated, please make this clear at the outset.

If it has not been possible to remedy your complaint you have the right to raise a formal grievance which must be done in writing and submitted to your employer. You should explain fully the nature and extent of your grievance.

**Under no circumstances will an initial complaint to an external support organisation be considered the submission of a grievance and invoke this procedure. Any complaints must in the first instance be submitted to the employer who will enlist support where required by the Employer.**

Once your written grievance is received an investigation may be carried out prior to you being invited to attend a formal grievance hearing. You have the right to be accompanied by a fellow employee or a recognised Trade Union official can be present with you to help you to explain the situation. You will be required to notify the Employer of the identity of the person accompanying you in advance of the meeting. The meeting may be delayed if you fail to do this. You do not have a right to attend a grievance hearing with someone who is not otherwise a colleague or union representative, however under special circumstances the Employer may allow you to attend with a friend or family member. Should you wish to take a friend or family member you must agree this in advance with the Employer.

The Employer will communicate their findings following the grievance hearing and will inform you of any measures they feel are appropriate to take under the circumstances.

## **Grievance Appeal Procedure**

Should you be dissatisfied with the result of the grievance you have the right to appeal the Employer's decision. Should you wish to take up these rights you must set out the grounds of appeal in writing and submit them to the Employer.

It may be necessary for the appeal to be heard by the person who heard the original grievance due to the lack of resources available to the Employer, it is therefore important that your appeal gives details of why the penalty imposed is either too severe, inappropriate or unfair in the circumstances.

You may be accompanied at the appeal hearing by a fellow employee of your choice or a recognised Trade Union official, who may act as a witness, and the result of the appeal will be made known to you in writing within a reasonable time frame.

The Employer reserves the right to request that someone else handle any investigation and/or grievance hearing or appeal meeting on their behalf where they feel unable to do so. The person handling such meetings may be another carer, friend, family member or an external support worker from an organisation that is deemed appropriate and necessary in order to ensure the process is completed and is fair in all the circumstances.

Where your employer is unfit to handle any element of the administration of the grievance process they may request that an external support worker is allocated to handle the administration. Where this is the case you will be notified of the alteration to this policy and you will be required to comply with the new instructions.