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#### **INTRODUCTION**

Welcome
If you have recently joined the Charity, we extend a warm welcome to you and hope that you will enjoy working with us both now and in the future.

We aim to foster a working environment where all employees can operate in a safe, open and trusting environment, with all employees having respect for each other.

We embrace diversity in the workplace and are committed to ensuring equal opportunities for all our staff. We will not condone any discriminatory acts or attitudes, whether perpetrated by our staff, or towards our staff.

We ask that you study carefully the contents of this handbook as it sets out our rules and procedures and other information which may be useful to you. If you have any queries regarding this handbook, please speak to the CEO.

Once you have read and digested the information contained in this booklet, please sign and date the Staff Handbook Receipt to confirm your receipt and your understanding of the contents.

The contents of this handbook may well be amended from time to time as a result of changing legislation, as the Charity’s needs change, or for any other reason we deem appropriate. You will be informed of any such changes as they happen.

Job roles
Whilst you have been employed in a particular job role, we may need you to carry out various duties outside of this role and it is a condition of your employment that you do so when required. We will only ask you to perform duties, which we feel you are capable of performing.

Place of work
To ensure the effective and efficient running of the Charity as a whole, you may need to work at locations other than ones you are accustomed to and it is a condition of your employment that you do so when requested. If you have any particular problem in complying with any request, then you should discuss your reasons, in full, with your Line Manager or the CEO who will then make a decision as to the validity of your non-compliance.

#### YOUR EMPLOYMENT WITH US

We believe that our staff are our greatest assets. For many of our staff, you are the face of the Charity and as such, clients, their family members and members of the public will judge us on how you perform your job and present yourself to them.

We aim to provide you with the information and skills necessary for you to carry out your job to the best of your ability.

Probationary periodWhen commencing employment with us, the initial period of employment will be on a probationary basis and is normally for a six months’ period, unless denoted otherwise in your Statement of Principal Terms of Employment. This period of time is to allow us to assess your performance and for you to decide if you wish to continue your employment with us. At any time during this period we may, if we are unhappy with your progress, extend your probationary period or, if we feel it is appropriate, terminate your employment without recourse to our full disciplinary procedures.

Enhanced disclosure & barring personal record check

It is a condition of your employment that you have a satisfactory enhanced Disclosure and Barring Certificate. If such a certificate is not supplied, or if when it is received, it is not deemed suitable to us, your employment will be terminated. If you have a current satisfactory enhance Disclosure and Barring certificate, you may be asked to sign a disclaimer until such times as the Charity can get their own checks done.

During your employment with us you will be asked to submit to further checks and if any such check contains information which we feel is not acceptable, your employment with us may be terminated.

If you are arrested, investigated or charged with any offence, including any traffic offences, at any time either before or during your employment with us, you must report such occurrences to the CEO. We will then discuss the implications with you before making any decision as to whether or not to terminate your employment. During such time we are considering the impact of the offences we may decide to place you on suspension with contractual pay.

We will comply with the relevant Codes of Practice regarding the appropriate storage, use retention and disposal of any disclosures and the information contained in such and also any information regarding any offences of which you may be accused or charged with which you disclose to us personally.

All such information will be kept in secure locked containers. We will ensure that such information is kept on your employee file and is only seen by authorised and relevant people. Such information will only be used for the purpose for which it was requested. All staff that have authorisation to access such information will be fully aware of the implications of discussing or passing any such information to any unauthorised person and that to do so would be regarded as both a criminal offence and also an internal disciplinary offence.

We will keep a permanent record of the unique disclosure reference number, type of disclosure requested, name of the person to whom it refers and their job role. We will however, only keep details of other information contained in any disclosure for as long as is necessary to make a decision on any impact it could have on employment, or continued employment, of the individual, including any time needed to resolve any disputes or complaints. If we need to keep such information for a protracted period of time, we will seek further guidance if necessary from the Disclosure and Barring Service.

When the documents are no longer needed to be retained, we will destroy them by a secure method e.g. shredding, burning, pulping etc. so that they cannot be obtained by any other person.

Induction
Your induction programme is designed so that you fit in quickly and effectively. You will meet your new colleagues and you will receive information on the Charity.

You will normally be issued with your terms and conditions of employment, advised of the core rules and given an explanation with regard to the Charity’s health, hygiene and safety procedures.

TrainingWe understand that if staff are properly trained to carry out their duties, they will be able to do so more effectively and efficiently. There will also be times when you are required to attend mandatory training as dictated by regulatory standards and it is mandatory that you attend such training sessions even if these are outside of your normal working hours. Persistent failure to attend training is a disciplinary offence and may result in your dismissal. If you feel you need any further training at any time during your employment to enable you to carry out your job properly, you should discuss the matter with your Line Manager or the CEO to evaluate your situation.

Appraisal and review
We will carry out annual appraisals with you with a view to maximising your potential within the Charity. The appraisal should be a two way process, giving you ample time and opportunity to discuss your role. The aim of the appraisal is to identify where you excel, where you need any further help or guidance, and if appropriate, agree future objectives. You will then have regular, informal update meetings throughout the year to measure your progress against the objectives.

CPD and supervisions

You are required to undertake six weekly supervisions as part of your on-going progress and also in conjunction with your CPD. Supervision sessions will primarily be done individually but on occasion they may be carried out in a group session. If you have any items for the agenda for that session, you are required to notify the CEO two days prior to the session. If the session also involves your own CPD you must ensure that all your records are fully up to date.

Personal details

It is important that we have up to date and accurate records of your personal details, such as telephone number, address, next of kin name and address, bank details etc, therefore, if any of the details which we hold change, it is imperative that you notify us, in writing, as soon as possible.

#### REMUNERATION

PaymentsYour rate of pay is detailed on your Statement of Principal Terms of Employment and is normally paid on or around the last Friday of each month for work completed up to the last working day of the month, directly into your nominated bank account. If you have any queries regarding your pay, you should direct them to your Line Manager or the CEO.

Deductions and overpayments
Your wages are subject to the necessary Income Tax and National Insurance deductions each month as detailed on your payslip. If you are late or absent from work, we may also make a deduction, based on your normal rate of pay for the time you were absent, (save for any statutory payments such as Statutory Sick Pay (SSP), time off for ante-natal appointments, or etc.).

If any overpayment of wages is made, for whatever reason we will inform you as soon as possible of the amount and reason for the overpayment and will then normally deduct the amount overpaid from the first wage or salary paid to you after discovery of the overpayment. If you are overpaid at any time, you must inform the CEO immediately. Failure to do so could be regarded as a disciplinary offence.

Deductions will also be made by us if a court order is in place instructing us to do so, or for any other amount we are contractually allowed to deduct or to which you agree.

Timesheets

Timesheets should be accurately completed in full. They should be submitted using the online system for checking and processing by the last Monday of each month, for all work completed up to the day before and an estimate of the hours worked until the end of the month which will be corrected, if necessary, the following month. Failure to submit fully completed timesheets within the specified timescale could result in incorrect or delayed payment of wages.

If you are found to have deliberately entered incorrect details on your timesheet,or have completed a timesheet on behalf of any other person, this could be regarded as gross misconduct and could lead to your summary dismissal.

Lateness and absence
If you arrive for work late, we will make a deduction from your wages or salary based on your hourly rate of pay. If you arrive for work more than one hour late and have not notified us before your expected starting time and/or, without having provided us with an acceptable reason for the delay, we may find it necessary to cover your duties, or disperse your workload to other staff, or reschedule work in other ways. In the event of one of these scenarios we reserve the right to send you home for the remainder of the day without pay.

Lay off and shorttime workingIf we are unable to provide you with work we may need to lay you off for a period of time or reduce your working week whilst we try to resolve the situation. If you are laid off work, you will receive either statutory guarantee pay or your normal basic wage, whichever is the lower, for up to five days (pro-rata) of lay off. After this period, there will be no entitlement to payment for any days not worked.

We will normally only invoke this right as a last resort and for as short a time as necessary. Your continuity of employment with us will be protected during such a situation.

HOLIDAYS

Holidays
Your annual holiday entitlement, including public/bank holidays, is detailed in your Statement of Principal Terms of employment.

We believe that your holidays from work are an important aid to balancing your working life with your life away from work and for health reasons. With this consideration in mind, we encourage you to take your full entitlement each year.

Holiday request forms are in the Staff section of the Charity website. You must complete a form each time you wish to book a holiday away from work. You should check the Annual Leave Spreadsheet, also on the website, then if there are not two people already away complete an annual leave request form and email it to the CEO or your line manager. You will be notified as soon as possible if you are authorised to take the time off work on your preferred dates. Requests for time off will not be unreasonably refused, however due consideration will need to be given to the impact of your absence on the Charity.

There is expectancy that you have planned and booked at least two thirds of your annual leave entitlement by June each year.

We strongly advise that you ensure you have obtained authorisation to take the time off before you commit yourself outside of work. If, for example, you book a holiday with a travel Charity and we cannot support your request for time away from work, we will not be held accountable for any monies you stand to lose as a result. If you choose to take the time away from work irrelevant of the fact that your request has been refused, we will treat this as a disciplinary offence and will invoke our disciplinary procedures.

If you know that you will want to take specific days away from work as holidays, we recommend that you submit your request as early as possible to avoid disappointment. In any event, we require a minimum of two weeks notice for leave requests of less than one week in duration and four weeks’ notice for any leave in excess of one week, unless this is not possible due to unforeseen circumstances, and due consideration will be given to your request.

**Remember No more than two employees can be away at any one time.**

ABSENCE FROM WORK AND LATENESS

AttendanceYou should arrive at work in sufficient time to actually start working at your normal starting time. Whilst we understand that on limited occasions, unexpected occurrences may impact your ability to attend work, or may cause you to arrive late. Lateness and absence have an adverse impact to both the business and other employees and we trust that you will take a positive approach to punctuality and attendance at work.

Reporting absence or latenessIf you are unable to attend work, or get to work by your expected starting time, you should notify us as soon as possible and at least by your expected start time, to allow us to take the necessary action to cover your absence and minimise any impact it may have.

You should speak personally by telephone to your Line Manager or the CEO to inform them of your absence from work. You should inform them of the reason for your absence and how long you expect to be away from work. They will then agree with you any further reporting procedures you may need to comply with prior to your return to work.

You should always report your absence yourself by telephone. You should not ask another person to call on your behalf and you should not notify us by text message, email or any other medium.

Failure by any employee to contact either your Line Manager or the CEO during absence in accordance with this procedure will normally be considered unauthorised absence and result in the employee being liable to loss of pay for the period of absence and to disciplinary action.

This will not normally be remedied by the subsequent receipt of a back-dated medical certificate.

Fit notesYour doctor may feel that it is appropriate to suggest that whilst you are unable to carry out your job in its current form, you may be fit for work with some adjustments. If so, your Line Manager or the CEO will discuss your doctor’s recommendations with you and where possible we will consider reasonable adjustments.

Returning to work after a period of absenceYou should notify your Line Manager or the CEO the day before your return to allow us to give sufficient notice to cancel any arrangements we may have made with any individual to cover your workload during your absence. If you arrive for work without such notification, we may send you home from work for the day without pay.

If you have been suffering from any contagious or infectious disease you should ensure that your doctor is happy for you to return before you do so.

Upon your return to work you may be required to attend a return to work interview with your Line Manager or the CEO.

If we feel that your lateness and/or absence are unacceptable, we may invoke the disciplinary process, which could ultimately lead to your dismissal.

Absence due to sickness or injury
If you are absent for a period in excess of seven calendar days, (irrelevant if these constitute your normal working days or not) you should provide us with a medical certificate from your GP or other relevant medical practitioner. Such medical certificates should then be forwarded to us on a regular basis to cover the whole period of your absence.

If your absence is for a period of seven calendar days or less, you will be required to complete a Self-Certification of Absence form on the first day of your return to work.

The above documentation is required irrelevant of whether or not you qualify for any payment during your absence.

Dependent upon your circumstances, you may be eligible for SSP during your absence, in line with current legislation. However, if you fail to follow our procedures for reporting and certifying your absence without good reason, we may withhold payment of SSP Payments and/or any contractual sick and injury payments and/or may treat it as a disciplinary matter.

Submission of medical certificates, although validating your reason for absence, will not necessarily prevent us from taking appropriate action, including invoking the disciplinary process, if we feel your cumulative absence from work is excessive.

Depending upon the circumstances of your absence/s from work, we may ask you to allow us to approach your GP or another member of the medical profession with a view to obtaining further information on your condition. We may then consider if there are any reasonable adjustments which we could implement to help you to improve your attendance. It may be necessary, if acceptable solutions cannot be found, to terminate your employment with us, in line with current legislation.

If you qualify for SSP this will be paid to you at times and in the manner you would normally receive your wages or salary. Failure to supply the relevant certification of absence will result in non-payment of SSP. The first three days of absence in any 56 day period are ‘waiting days’ and as such will not command any payment of SSP.

If you pursue a claim for compensation from any person, Charity or other entity for the injury or illness you incurred, you should consider including loss of income in the claim as we reserve the right to recover any SSP we made to you during your absence from work from any compensation which may be awarded to you.

Time offfor medical appointmentsIf you need to visit the doctor or dentist, wherever possible, you should arrange the appointment outside of your normal working hours. If the doctor or dentist cannot facilitate this then the appointment should be made as close to your starting or finishing time as possible or taken as annual leave subject to the holiday booking procedures as denoted earlier in this handbook.

You should discuss the absence with your Line Manager or the CEO and give us as much notice as possible of your intended absence from work. Whilst we appreciate that this is not always possible with an emergency GP appointment, you would normally be given adequate notice to attend other kinds of appointments. Other than for emergency appointments you should provide your Line Manager or the CEO with a copy of your appointment card, letter etc. In the event of an emergency appointment we may ask you to provide evidence of your appointment so that we can monitor your on-going welfare.

Such time off will normally be without pay.

Time off for dependantsThere may be occasions when you need to take a reasonable amount of time off during working hours to deal with unforeseen matters and emergencies relating to a dependant. A dependant could be a spouse, partner, child, parent, or someone who depends on you for care.

The leave can be taken for example to:

* Deal with a breakdown in childcare;
* To put longer term care in place for children or elderly relatives; or
* If a dependant falls ill or is taken into hospital.

You have a statutory right to a reasonable amount of time off to deal with any such matter. The legislation does not prescribe what amount of time is reasonable but does suggest that in most cases a day or two will be sufficient to deal with the immediate crisis. If you wish to take time off work you must speak to your Line Manager or the CEO to discuss your situation and agree a reasonable amount of time away from work, which will normally be without pay.

Time off for parental leave
If you have at least twelve months service with us and you wish to exercise your right to take parental leave, please speak to your Line Manager or the CEO who will advise you further regarding your entitlement and agree the time off at a time agreeable to both you and the Charity. Parental Leave is unpaid leave.

Time off for maternity
If you become pregnant, we recommend that you speak to your Line Manager or the CEO in confidence as soon as you are aware of your condition. Your safety and that of your unborn child are important to us and we would want to look at any adjustments we may need to make to your work or working conditions to help ensure that you are both kept safe.

We would also ensure that you were made fully aware of both your obligations and entitlements at an early stage, to help you plan.

Time off when adopting a child
If you are adopting a child, you may be entitled to time away from work on adoption leave and may qualify for Statutory Adoption Pay. If you are adopting a child, your Line Manager or the CEO will be able to advise you of your rights and obligations.

Time off for paternity leave
If your partner is pregnant or you are both adopting a child, you may be entitled to take time away from work, which dependent upon your circumstances may command Statutory Paternity Pay. Please speak to your Line Manager or the CEO who will explain in full your obligations and your rights.

Shared Parental Leave

Should you wish to exercise your right to Shared Parental Leave, you should contact your Line Manager or the CEO who will discuss your individual entitlements should you meet the eligibility requirements.

Time off for bereavement
In the sad event of a bereavement of a member of your family or a close friend, please discuss your circumstances with your Line Manager or the CEO and agree appropriate time away from work. Pay for such time off is at the discretion of your Line Manager or the CEO.

Time off for any other reason
If you need to take time off for any other reason than covered by the paragraphs above, you must speak to your Line Manager or the CEO as soon as you are aware of the need to take time off work. They will decide whether or not the absence request is reasonable and if we can support the time away from work. You will not normally be paid for the time off.

Severe weather

We understand that you may face difficulties getting to work and returning home during periods of severe weather. Whilst we are committed to protecting the health and safety of all our employees, in order to maintain our levels of customer service and efficiency we need to ensure that disruption caused to our service remains minimal. The purpose of this policy is to outline your responsibilities during severe weather conditions.

You should use your best endeavours to attend work in all circumstances. However, it is not our intention that you put yourself at unnecessary risk when trying to attend work. You should use your own judgment and, if unable to attend work, you should notify your Line Manager or the CEO as soon as possible to discuss the situation and agree an appropriate course of action.

BEHAVIOUR AT WORK

Working in a supportive care environment

There may be times when a client requests that an employee is removed as a Support Worker. In such instances, we will speak to the client to try to resolve the matter. If they are insistent that they do not want any particular individual to attend to their needs, we will make every attempt to find other work for the employee concerned. If this is not possible, we may have no option other than to reduce the hours of work accordingly or to terminate the employment.

Central to our service provision is a belief that we should provide a high standard of appropriate support services for all of the people in our care and maintain a culture within the Charity that prioritises the dignity and respect of each Client. As an employee you are an integral and important part of this provision. The support you provide should be delivered in a friendly but professional manner. This can sometimes lead to confusion when trying to discern if you are crossing the boundary of professional good practice. If you are ever at all in doubt you should discuss the matter with your line manager or the CEO.

Working in a client’s home

Please arrive at your place of work in good time before your shift starts to allow you to be ready to commence supporting the client at your expected starting time. If, on a rare occasion you are going to be late for work please ring in good time to inform your line manager or the CEO and your client.

Please remember that you are in a shared home, arrive quietly and don’t cause disruption.

For example:-

* Don’t stand in a room chatting loudly to workers who may be going home.
* If you arrive while people are sleeping don’t put lights on or bang doors or gates.
* Please keep personal beliefs and opinions to yourself.

You should maintain strict Client confidentiality at all times. All information gained during the course of your work should never be disclosed (including other members of staff without permission) while you are in this employment and at any time in the future.

Please observe any house rules which may be in place and do not deviate from them.

You should always arrive at the Client’s fit and able to do all aspects of work. Should you need glasses you must use them. Should you arrive unfit for work in any way you may be sent home. You should maintain high standards of personal hygiene behave in a professional responsible manner and always act in the best interests of your clients.

You should never start doing something without the client’s permission. You should never attempt a task that you have not been trained for.

Personal effects should be kept in a secure place while working including mobile phones.

Any problems should be discussed with your Line Manager or the CEO at a reasonable time of day.

Working in a client’s home in their absence

You should not normally remain in a client’s home if the client is not present. If, on a rare occasion and by prior arrangement, you are required to be in a client’s home in their absence you should continue to behave in the same professional manor, respect and protect the client’s property.

Only do what you have been asked to do and never allow a third party access to the home. On leaving the premises you must check that the house is safe and secure and abide by the key holding policy.

Personal relationships

You should not enter into any personal relationship with any client. If you enter into a relationship with any family member of a client, you must notify your Line Manager or the CEO and we will consider if any appropriate measures need to be put in place to safeguard both you and the client.

Fraternisation

Whilst you are encouraged to be friendly towards our clients, their families and work as a team it is important that employees do not cross the professional boundaries. Employees should maintain professionalism at all times and under no circumstances should become overfamiliar or fraternise with clients, their families or colleagues in any way that may be seen to disrupt the operations or reputation of the business.

Employees who are found to have acted unprofessionally or inappropriately may be liable for disciplinary action up to and including dismissal.

Identity badges

You should have your identity card with you at all times and be prepared to show it if asked to do so. If you lose or damage your identity card you will be charged with the cost of a replacement or the repairs, which will be deducted from your wages.

Aggressive behaviour

You should conduct yourself in a calm professional manor at all times. You must remain calm if faced with abuse and withdraw from the scene as soon as it is safe to do so.

Any abuse, disputes, inappropriate behaviour or problems should be referred to your Line Manager or the CEO immediately and possibly the commissioning agency. We will then take the appropriate immediate action to resolve the matter.

What to do if you suspect abuse

Absolute Support Leading Light is committed to protection of all clients. You are obliged to report all suspicions of abuse. You must always act in the client’s best interest. You must be vigilant and if you suspect abuse of the client (or any other inappropriate situation) it must be reported to your Line Manager or the CEO immediately. Records must be full and accurately kept and if the home situation makes this difficult, alternative arrangements will be made by the Charity.

If you enter a situation where you suspect a crime has been committed, you must immediately ring your Line Manager or the CEO who will inform the commissioning agency and appropriate authorities.

Handling client’s money

You must not hold or take care of a client’s money or debit or credit cards under any circumstances. Clients are to pay for any meals and drinks on day outings and no additional meals or drinks are to be paid for by the client even if they insist on doing so. Any such requests should be declined politely. No meals or drinks are to be paid for by you and charged back to the client.

If taking a client on an outing where a meal has been pre-arranged as part of the outing, then the client will be buying your meal. The maximum expenditure allowed by them on your behalf is £10 on any lunch time refreshments and £15 on evening refreshments.

Travel

You should not arrange for any Taxi hire or private cab hire at the client’s expense unless prior authorisation is given. You should take full consideration before leaving that the client is adequately clothed and prepared for any potential inclement weather. Failure to adhere to the policy may be deemed as gross misconduct.

Key holding

It will not normally be necessary for staff to hold keys to clients’ homes. If a client has difficulty using keys to access or secure their premises, then you should report this to your Line Manager, or the CEO and appropriate measure will be put in place.

If a client does have difficulty with access, then they would normally have a secure box fitted with a code number to enable authorised persons to open the box and access the property. If this is in place, then you must never give the code to access the box to any other person. The key to the home should never be removed from the premises or the secure box.

If client’s keys are lost or stolen, as a result of the above procedures not being followed, we will deduct the cost of replacement keys and locks to the appropriate property from any monies owing to you.

Statements to relatives

Relatives will often ask for information regarding the well-being of a client. You must not give any such information to any relative or representative of any of our Clients unless you have been authorised to do so as an integral part of your job with us. If you are unsure as to whether or not you have such authority you should first check with your Line Manager or the CEO.

Statements to the press or media

You may be approached by members of the media (e.g. press, radio, television etc.) to give an interview or opinion about the Charity, Clients or other information relating to our business. In order to protect the integrity of both the Charity and its clients and to ensure that you are not misquoted, you should politely refuse to give any such information and instead you should suggest that they contact your Line Manager or the CEO.

Gifts and beneficiaries

Due to the nature of the service we provide, our Clients or their relatives or representatives, may wish to reward you with a gift or money. You should politely refuse such gifts or offers of money. All such offers should be reported to your Line Manager or the CEO. If they are insistent that you should accept any offers, you should direct them to your Line Manager or the CEO who will decide if acceptance may be acceptable or not. If it is a small token and it is deemed acceptable, then the gift will normally be shared amongst the staff (e.g. a box of chocolates).

You should not give any gift or money to any Client.

Under no circumstances should you assist any client in the wording of their will, or be a beneficiary in any will, nor should you act as executor in any such will. If you are asked to do so you should report the matter to your Line Manager or the CEO who will suggest an appropriate route for the client to find relevant help.

Complaints

From time to time, you may receive a complaint from a Client, their relatives, friends, representative etc., if so, you should immediately inform your Line Manager or the CEO, or in their absence the most senior person in charge. You should also inform the person making the complaint of our complaints procedure.

Food hygiene rules

Makeup and perfume should be kept to an absolute minimum.

Cuts and burns must be covered at all times with the appropriate dressing.

Hands must be washed regularly. In addition, you must wash your hands when returning from the toilet.

Dress code
When working for us you are representing the Charity and as such clients or their families, members of the public and other persons will judge our Charity on how you present yourself and how you behave. It is therefore, important that all our employees take care with their personal hygiene and grooming at all times. Clothes appropriate to your job role must be worn at all times whilst at work.

If you are issued with items of Personal Protective Equipment, then these must be worn at all times as appropriate or as instructed. Your failure to do so will be treated as a serious matter and may lead to disciplinary action.

Alcohol, medication and drugs
Whilst we understand that you have a right to a private life and would not wish to impede on that, it is also important that, when attending work, you are fit to do so. Therefore, if we suspect that you attend work still under the influence of alcohol or any illegal drug which has been consumed or taken prior to you commencing work, we may send you home for the remainder of the day without pay. Such events may also result in disciplinary action. You are not permitted to drink alcohol whilst working on shift or directly before working on shift.

Possession or consumption of alcohol or illegal drugs during your working hours is strictly forbidden. If you are found to have done so you will be subject to disciplinary action, which may lead to your summary dismissal for gross misconduct.

If you are prescribed any medication by a medical professional, or you are taking any ‘over-the-counter” medication which may affect your performance at work, you must notify your Line Manager or the CEO so that appropriate action may be taken, if necessary, to ensure the safety of yourself or any other person.

Dispensing, distributing, possessing, using, selling or offering to buy controlled drugs at work is prohibited.

Any such activity (including reasonable suspicion of it) on the Charity's premises may be reported immediately to the police and will incur the disciplinary process. We consider such actions to be Gross Misconduct.

Any employee who is required to drive in the course of their employment must not drink immediately before driving and must not take any drugs or medication that would impair your driving. You must be satisfied that you are competent to drive and would not be in breach of any law or regulation in doing so. Driving on Charity business whilst under the influence of alcohol in excess of the legal limits will be considered to be gross misconduct.

Medications that may affect your driving include, but are not limited to:

* + - Clonazepam
		- Diazepam
		- Flunitrazepam
		- Lorazepam
		- Methadone
		- Morphine or opiate and opioid-based drugs
		- Oxazepam
		- Temazepam

If you are taking any drugs and/or medication and are unsure if you should drive you should talk to your doctor, pharmacist or healthcare professional.

Hand washing

Hands must always be washed as per your training. A quick hand wash is never acceptable. Personal hygiene must be of a high standard and in addition to social hand washing hands must be washed before and after any client contact / procedure and between clients. Further steps e.g. alcohol hand disinfection should be used for sterile procedures.

Telephones
The Charity’s telephones are for business use only. Whilst we appreciate that you may wish to make or receive occasional personal calls, these must be kept to an absolute minimum and only when authorised.

If we feel that the calls are excessive in quantity or length then we will charge you for the cost of the calls, by deducting the appropriate cost from your wages or salary. Dependent upon the circumstances, you may also be subject to disciplinary action.

If you are issued with a mobile phone, the same rules apply. You must also take great care with such items. If the phone is lost, stolen or damaged because of your negligence or malicious action then we will again deduct the cost from any monies owing to you by the Charity and may also invoke the disciplinary process.

Personal mobile phones should be switched off during normal working hours. If you are working remotely, then your phone may be switched on to enable people to contact you in an emergency but the use should be kept to a minimum. Under no circumstances should the use of any mobile phone, whether personal or owned by the Charity, be allowed to compromise the safety of yourself or others.

Selling of goods at work
Under no circumstances may you sell any item to any client.

Collections at work
Whilst we will not unreasonably object to small occasional collections for birthdays etc., you must first obtain permission from your Line Manager or the CEO before arranging any collection to enable us to ensure that the nature of the collection and the number and frequency of collections does not become a burden to any employees. We will not normally allow clients or their family members to be approached to add to any collection.

Losses or damages
Whilst we understand that accidents do happen, we expect that you should take all reasonable care with all the Charity’s, clients’ or their family members’, or any third party’s property. Therefore, If we suffer any loss or damage to any property or stock or equipment which is due to your failure to follow our rules or procedures, or your deliberate vandalism, or unreasonable carelessness or neglect, then we will deduct the cost of repair or replacement of any item from any salary/wage, holiday pay, sickness payment or any other monies owed to you by the Charity.

If we suffer any loss, fine or cost due to your actions and failure to follow our rules, procedures or legal requirements, or your carelessness or neglect, then we will deduct the cost of the loss or fine from any money owed to you by the Charity.

General behaviour and standards
An efficiently run business is our aim and we expect you to help us achieve this goal. You play an important role in ensuring that we operate in a cost-effective and efficient manner. In particular, we expect that you handle all stock and property etc. with care to minimise any loss or damage. You should always try not to waste energy by leaving any unnecessary lighting, heating or equipment turned on when not in use and that, if your job role is quiet or you have a downturn in work, you help other colleagues as appropriate. If there is no work of your own available for you to complete, then you should contact your Line Manager or the CEO who will delegate work as appropriate.

Under no circumstances should you take any action which may compromise the health or safety of yourself or others.

Private work
If you wish to carry out any private work in your own time, you must discuss the matter in advance with your Line Manager or the CEO and gain written authorisation. Whilst we will not unreasonably forbid you from performing such work, we will need to ensure that you are not working in competition with us or performing work which the Charity could reasonably have been expected to carry out. Furthermore, you must not offer any services to any of our clients under any circumstances whether it is inside or outside of your normal working hours.

If you are found to be working in competition with us or carrying out work which could have been performed by the Charity, or carrying out your own private work during working time we will view this as Gross Misconduct and it could lead to your summary dismissal.

Carrying out any private work should not impact on your performance at work. If such work takes you over an average of 48 hours work a week (in total for both jobs) then you will be required to sign a 48 hour opt-out form.

Accident reporting
Any accident or incident at work, no matter how small, should be detailed in the Accident Book, in accordance with the Charity’s guidelines. It is important that all accidents are recorded, as the Charity will monitor the entries so that we can take all necessary steps to ensure that all our employees and any visitors to our premises are as safe as possible from the risk of harm.

More serious accidents and any accident to a visitor on our premises, should also be brought to the attention of your Line Manager or the CEO as soon as possible.

Smoking
Smoking, including the use of electronic smoking devices is not allowed either before or during your shift.

Emergency evacuation procedures
You should make yourself aware of the procedures to be followed should it be necessary to evacuate any work related premises in an emergency, (e.g. a Fire Alarm sounded).

Right of search
We aim to build and maintain a relationship characterised by mutual trust and respect. Whilst the vast majority of employees are trustworthy, there may occasionally be employees who do not maintain the same high standard of integrity. It is important that these employees are correctly identified in order to preserve the relationship that the Charity enjoys with trustworthy employees.

We have a contractual right to carry out searches of employees in the workplace both to identify any wrongdoing and also to protect the integrity of innocent persons.

All searches will be carried out with regard to the Charity’s policies on Equal Opportunities and Bullying and Harassment.

Searches will be carried out in private and we will always try to ensure that the search is carried out by a member of the same sex as the employee being searched, or that the person carrying out the search is accompanied by a member of the same sex to witness the search.

A senior member of staff will witness all searches and you have the right to be accompanied by a colleague of your own choosing who is on site at the time of the search.

We may, for example, ask you to empty your pockets, bag, drawers or cabinets and to remove your coat, jacket, shoes or other outer clothing. If you have a vehicle parked on our premises, then we may ask you to open your car boot and doors to allow us to view the contents.

At no time will the person conducting the search touch you or your property.

A written record will be made of each search, including:

1. The time and date of the search;
2. The reason for the search;
3. Names of those present;
4. The outcome of the search;

All parties present will sign this record.

Failure to consent to a search without reasonable justification may be treated as a breach of contract and could lead to disciplinary action, which, dependent upon the circumstances could result in your dismissal.

Confidentiality
Any information that has been acquired by you regarding our business, our clients or customers, suppliers, associated companies, or any other persons or bodies with whom we have dealings of any sort (and which has not been made public by us or with our express authority) shall be treated as confidential information.

You must not disclose any such information either during your employment with us or after termination of employment without our prior written consent (except as required by law).

You should take all steps to safeguard any such information. This includes all documentary information held on any medium. Upon termination of employment, or at any other time when so requested, any information, which you hold in written form or stored on any kind of storage device, must be returned to us. Care must be taken when discussing our business that you cannot be overheard (e.g. in corridors, on the telephone etc.).

Breaches of confidentiality will be dealt with using our disciplinary procedures and dependent upon the circumstances, may be regarded as Gross Misconduct, which could lead to your summary dismissal.

Health and Safety Statement

Our Charity is committed to, and accept, our responsibilities for ensuring, so far as is reasonably practicable, the health, safety, welfare and wellbeing at work of all employees and to ensuring that the Health and Safety of visitors, contractors and the general public are not affected as a result of the activities of our Charity. This is fully in keeping with the requirements of the Health and Safety at Work etc. Act 1974 (HASWA), and other relevant legislation.

We take safety seriously and we will set clear action plans to improve our performance. Everybody in the Charity must ‘play their part’ so if you see something that is unsafe, ‘don’t walk by’, take appropriate action. Remember that Health and Safety is not just the responsibility of management, but for everyone who works for the Charity.

Use of social media

You are forbidden from accessing social media for personal purposes whilst at work, whether on our computer equipment or your own (except for during authorised breaks). Social media is a type of interactive online media that allows parties to communicate instantly with each other or to share data in a public forum. This includes online social forums such as Twitter, Facebook and LinkedIn. Social media also covers blogs, video and image-sharing websites such as YouTube and Flickr; however, this is not an exhaustive list.

We understand that many employees make use of social media in a personal capacity. While you are not acting on behalf of the Charity, you must be aware that you can still damage the Charity if you are recognised as being one of our employees.

Employees should be aware of crossing the professional boundaries and hence are not permitted to make or accept “friend requests” to/from our clients or their families on their private social media accounts.

Whilst you are allowed to say that you work for us, and sometimes want to discuss your work on social media you must not make any derogatory comments regarding our business, other employees, Management, our clients or their family members, suppliers, or any other person, business or other entity in any way connected to our business. This applies whether or not it is on our equipment or your own and if communicated in works time or your own time.

Your online profile (for example, the name of a blog or a Twitter name) must not contain the business’ name.

If you do discuss your work on social media (for example, giving opinions on their specialism or the sector in which the organisation operates), you must include on your profile a statement along the following lines: "The views I express here are mine alone and do not necessarily reflect the views of my employer".

Any communications that you make in a personal capacity through social media must not:

1. Bring the Charity into disrepute, for example by:
* Criticising or arguing with clients or their family members, colleagues or rivals;
* Making defamatory comments about individuals or other organisations or groups; or
* Posting images that are inappropriate or links to inappropriate content;
1. Breach confidentiality, for example by:
* Revealing trade secrets or information owned by the Charity;
* Giving away confidential information about an individual (such as a colleague or customer contact) or organisation (such as a rival business); or
* Discussing the Charity's internal workings (such as deals that it is doing with a client or its future business plans that have not been communicated to the public);
1. Breach copyright, for example by:
* Using someone else's images or written content without permission; or
* Failing to give acknowledgement where permission has been given to reproduce something;

4. Do anything that could be considered discriminatory against, or bullying or harassment of, any individual, for example by:

* Making offensive or derogatory comments relating to age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation, or perceived sexual orientation;
* Using social media to bully another individual (such as an employee of the Charity); or
* Posting images that are discriminatory or offensive or links to such content;

5. Be of a nature, which would cause us to lose faith in your integrity, or any of our clients or their family members to lose faith in the integrity of the Charity.

To summarise:

You must not make any derogatory comments regarding our business, other employees, Management, our clients or their family members, suppliers, or any other person, business or other entity in any way connected to our business. This applies whether or not it is on our equipment or your own and if communicated in works time or your own time.

You should also take care to limit who has access to view your comments or photographs etc on such sites. Alternatively, if your behaviour is deemed to have brought the Charity into disrepute, or caused any client, supplier, other business or any other entity connected to our business, to lose faith in the Charity’s integrity, you will be liable to disciplinary action, which dependent upon the circumstances, could lead to your summary dismissal.

PRIVACY POLICY (Data Protection Policy)

We need to maintain information about individuals in order to deliver our services. The purpose of this policy is to ensure that information received by the Charity and its employees is processed in compliance with the data protection principles set out in the GDPR (General Data Protection Regulation) 2018.

All employees are responsible for compliance with this policy and ensuring that their activities comply with the data protection principles, including that personal information maintained by us is not disclosed orally or in writing or accidentally or otherwise to any unauthorised third party. Staff should not disclose personal data outside the organisation's procedures, or use personal data held on others for their own purposes. Line managers have responsibility for the type of personal data they collect and how they use it. Any deliberate breach of this policy by any employee may lead to disciplinary action being taken against them.

This Policy shall set out procedures, which are to be followed when dealing with personal data. The procedures set out herein must be followed by the Charity, its employees, contractors, agents, consultants, partners or other parties working on behalf of the Charity.

The Charity views the correct and lawful handling of personal data as key to its success and dealings with third parties and its employees. The Charity shall ensure that it handles all personal data correctly and lawfully.

The General Data Protection Regulation

The GDPR (General Data Protection Regulation) is concerned with respecting the rights of individuals when processing their personal information. This Policy aims to ensure compliance with the regulation.

The regulation sets out six principles with which any party handling personal data must comply. All personal data:

* Personal data should be processed fairly, lawfully and in a transparent manner.
* Data should be obtained for specified and lawful purposes and not further processed in a manner that is incompatible with those purposes.
* The data should be adequate, relevant and not excessive.
* The data should be accurate and where necessary kept up to date.
* Data should not be kept for longer than necessary.
* Data should be kept secure.

Personal Data

Personal data is defined by the regulation as data which relates to a living individual who can be identified from that data or from that data and other information which is in the possession of, or is likely to come into the possession of, the data controller, and includes any expression of opinion about the individual and any indication of the intentions of the data controller or any other person in respect of the individual.

The regulation also defines “sensitive personal data” as personal data relating to the racial or ethnic origin of the data subject; their political opinions; their religious (or similar) beliefs; trade union membership; their physical or mental health condition; their sexual life; the commission or alleged commission by them of any offence; or any proceedings for any offence committed or alleged to have been committed by them, the disposal of such proceedings or the sentence of any court in such proceedings.

Employees’ Personal Data

So that we can provide a safe and professional service, we need to keep certain records about you.

The Charity only holds personal data which is directly relevant to its employees. That data will be held and processed in accordance with the GDPR principles and with this Policy.

Personal data is data that relates to an identified or identifiable individual and is:

* processed electronically
* kept in a filing system
* part of an accessible record, for example an education record
* held by a public authority.

The following are examples of data which may be collected, held and processed by the Charity:

* Identification information including, but not limited to,
	+ Your basic details and contact information e.g. your name, address, date of birth, National Insurance number and next of kin;
	+ Your financial details e.g. details so that we can pay you, insurance, pension and tax details;
	+ Your training records.
	+ This includes data that does not name an individual but could potentially identify you. E.g. a payroll or staff number.;

We also record the following information which is classified as “special category”:

• Health and social care information about you, which might include both your physical and mental health information – we will only collect this if it is necessary for us to know as your employer, e.g. fit notes or in order to claim statutory maternity pay;

• Criminal Record Data.

• We may also record Equal opportunities monitoring information including age, information about your race, ethnic origin, sexual orientation or religion.

In addition, we may hold the following types of information:

* Employment records including, but not limited to, interview notes, curricula vitae, application forms, assessments, performance reviews and similar documents;
* Details of salaries including increases, bonuses, commission, overtime, benefits and expenses;
* Records of disciplinary matters including reports and warnings, both formal and informal;
* Details of grievances including documentary evidence, notes from interviews, procedures followed and outcomes;

Other Persons Personal Data

Employees should also be aware that any personal data you may have in your possession will also be subject to the regulation. For example, if a manager has a written copy of contact details for their team or an employee keeps customer names and numbers on post it notes on their desk.

Information relating to individuals will be obtained for the delivery of services. This could include confidential information such as names, addresses, personal circumstances, bank details etc.

Care must be taken to ensure that the information being obtained is adequate, relevant and not excessive for the purpose it is intended to be used for. The information must not be processed or stored in any manner incompatible with that purpose.

The information must be kept safe from unauthorised access, accidental loss or destruction, and will not be maintained for longer than is necessary.

Access to Data

The information that we keep about you is your information and we ensure that we keep it confidential and that it is used appropriately. You have the following rights when it comes to your information

1. You have the right to request a copy of all of the information we keep about you. Generally, we will not charge for this service;

2. You have the right to ask us to correct any information we have which you believe to be inaccurate. You can also request that we restrict all processing of your information while we consider your rectification request;

3. You have the right to request that we erase any of your personal information which is no longer necessary for the purpose we originally collected it for. We retain our information in line with the Information Governance Alliance’s guidelines (<https://digital.nhs.uk/data-and-information/looking-after-information/datasecurity-and-information-governance/codes-of-practice-for-handling-information-inhealth-and-care/records-management-code-of-practice-for-health-and-social-care2016>)

4. You may also request that we restrict processing if we no longer require your personal information for the purpose we originally collected it for, but you do not wish for it to be erased.

5. You can ask for your information to be erased if we have asked for your consent to process your information. You can withdraw consent at any time – please contact us to do so.

6. If we are processing your information as part of our legitimate interests as an organisation or in order to complete a task in the public interest, you have the right to object to that processing. We will restrict all processing of this information while we look into your objection.

You may need to provide adequate information for our staff to be able to identify you, for example, a passport or driver’s licence. This is to make sure that information is not shared with the wrong person inappropriately.

We will always respond to your request as soon as possible and at the latest within one month.

We reserve the right to keep your data on file for up to six years.

If you would like to complain about how we have dealt with your request, please contact: Information Commissioner’s Office Wycliffe House Water Lane Wilmslow Cheshire SK9 5AF https://ico.org.uk/global/contact-us/

Unauthorised Access to Data

You should not access any personal or sensitive data unless you are authorised to do so. If you are found to have breached this rule, you will be liable for disciplinary action, which could, dependent upon the circumstances of the breach, lead to your summary dismissal.

Security of Data

If you are authorised to process any personal or sensitive data, you should take all relevant precautions to ensure that no data is left for any unauthorised person to view. If you need to take details of any such information, e.g. bank or credit/debit card details, names and addresses of individuals etc. then this must not be disposed of in litter bins etc. or left on desk tops. It should be stored in a safe and secure manner and disposed of in a manner which ensures confidentiality. Failure to do so could mean you will be liable for disciplinary action, which could, dependent upon the circumstances of the breach, lead to your summary dismissal.

#### EQUAL OPPORTUNITIES AND VALUING DIVERSITY POLICY

IntroductionWe are committed to Equal Opportunities for all individuals or groups, whilst also, being committed to promoting a positive attitude towards diversity within the Charity. We aim to ensure that all employees have the opportunity to maximise their potential and enhance their self-development and their contribution to the Charity.

The aim of the Charity is to embrace the differences that various cultures bring into the Charity and we also recognise that people from different backgrounds can bring fresh ideas and perceptions, which ultimately can improve our products and services, and our working environment. Managing diversity successfully will help the Charity to nurture creativity and innovation, thereby allowing us to tap hidden capacity for growth and improved competitiveness.

Valuing diversity is an effective way of dealing with equal opportunities issues. It emphasises the business and personal benefits that accrue from valuing the differences between people, rather than just complying with the law. We believe that organisations that grasp the additional business opportunities generated by managing diversity effectively are far more likely to enjoy a sustained competitive advantage than those who do not.

The aim of this non contractual policy is to ensure that every member of staff feels valued at work and is not discriminated against, harassed or bullied, or made to feel under threat or intimidated, either directly, indirectly, on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation, or perceived sexual orientation.

We recognise our duty of care to all members of staff and are committed to treating every individual equally in line with this policy and the Equality and Human Rights Commission Code of Practice. Where necessary, the Charity will consider reasonable adjustments to ensure that any individual with a disability is not at a disadvantage. In all relevant cases the Charity will consult with the individual and the decision whether or not to make reasonable adjustments will take into account all relevant factors, including, where necessary, referrals to outside organisations.

Recruitment and selectionWe will uphold equal opportunities for all during our recruitment process. Candidates will be recruited solely on their own merits and their ability to carry out the job role. Interview questions and selection processes will be relevant to the job and will not be of a discriminatory nature. Recruitment and selection will be made by matching the best person to the job role.

We will aim to take steps to ensure that knowledge of vacancies reaches a wide labour market and, where relevant, groups under-represented in the Charity. Where appropriate, use may be made of lawful exemptions to recruit suitably-qualified people to cater for the special needs of particular groups. Short listing and interviewing of candidates will be carried out by more than one person where possible.

Training and promotion
Any opportunities for training within the Charity will normally be made known to all employees. Selection for training will be made in line with this policy and will be made solely on the merits of the particular situation. Vacancies will be advertised internally and individuals given the opportunity to apply for any posts. Selection for interview will be in line with the recruitment and selection details above.

Monitoring
We aim to monitor all applications from both internal and external candidates with a view to ensuring the effectiveness of our procedures. Such monitoring will not be used as part of the selection criteria for selection of new staff or for selection of existing staff for training or promotion opportunities, or any other decision related to your employment with us. All information gathered is stored separate from your personnel file and application forms.

#### HARASSMENT AND BULLYING POLICY

IntroductionIt is important that individuals work together in a professional manner and with mutual respect for each other. Everyone has the right to dignity at work and individuals should be aware of the results their actions or comments may have on others, both within the Charity and outside.

We are committed to encouraging and maintaining good employee relations and a working environment in which every member of staff feels safe and can work effectively.

We will not tolerate any form of harassment or bullying towards any of our staff, or by any of our staff, and will take any accusation of such behaviour seriously. If we receive a complaint, or become aware of any harassment or bullying we will take all relevant steps to stop such behaviour and take whatever action is appropriate against the perpetrator.

You should be aware that in some cases, such behaviour may be a criminal offence and the perpetrator could be arrested and charged by the police.

Statement of policyThis policy applies to all staff working within the Charity and to all employees working off the premises. It extends to include non-permanent workers such as secondees, contractors, agency, temporary staff, consultants and any other workers. The policy, in addition, covers the behaviour of staff outside working hours which may impact upon work or working relationships.

You are responsible for your own behaviour and for ensuring that your conduct is in accordance with the principles set out in this policy. You should also report any instance of bullying or harassment which you witness or which comes to your attention.

No employee will be victimised or suffer detriment for making a complaint of harassment or bullying.

## What is harassment and what is bullying?

## HarassmentHarassment may be defined as any conduct which is unwanted and uninvited and has the result of causing the recipient to feel humiliated or distressed or upset in any other way. It can be conduct of a verbal, non-verbal or physical nature. Harassment has the effect of violating a person’s dignity or creating an intimidating, hostile or degrading atmosphere.

Harassment may be an isolated occurrence or repetitive. It may occur against one or more individuals.

Bullying
Bullying means offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power intended to undermine, humiliate, denigrate or injure a colleague.

Bullying does not include legitimate and constructive criticism of performance or behaviour, an occasionally raised voice, or an argument. Examples of bullying include ridiculing or demeaning others, particularly junior colleagues, overbearing supervision and unjustifiably excluding colleagues from meetings/communications.

Examples of harassment or bullying could include:

* Physical abusive or threatening behaviour
* Humiliating an individual
* Picking on one person when there is a common problem
* Shouting at an individual to get things done
* Consistently undermining someone and their ability to do the job
* Setting unachievable targets or excessive workloads
* Overbearing and intimidating levels of supervision
* Insensitive jokes, banter or pranks
* Unwanted physical contact or standing too close to someone
* Malicious gossip, jokes and banter, offensive language
* Offensive literature or pictures, graffiti and computer imagery
* Excluding individuals from conversations or activities, non-co-operation
* ‘Horseplay’ – including touching, pushing, pinching, name-calling, mocking, belittling etc.

Harassment and Bullying is any behaviour that is unwanted or uninvited by the person to whom it is directed. It is the effect that the behaviour has on the recipient rather than the intent of the perpetrator which is the measure of whether or not bullying or harassment has occurred. It is totally unacceptable and we will always treat complaints of bullying and harassment seriously.

How to make a complaintVery often people are not aware that their behaviour is unwelcome or misunderstood and an informal discussion can sometimes solve the problem. However, if you feel you are being bullied or harassed, we realise that the situation may be sensitive and may make you feel vulnerable or in fear of reprisal and therefore, may make it difficult for you to raise a complaint. Subsequently, we suggest you consider discussing matters informally with your Line Manager or the CEO, in confidence, who will then be able to support you when pursuing the matter. If you feel able to do so, you should then raise the matter informally with the perpetrator, with your Line Manager or the CEO to support you.

If this does not solve the problem, or if the matter is more serious, (or if you do not feel able to do so,) you should report the matter to your Line Manager or the CEO as a formal complaint. You will then be required to put the complaint in writing.

Formal complaintWe endeavour to manage complaints in a timely and confidential manner via an investigation to establish full details of what happened. Your name and the name of the alleged harasser will not be divulged other than on a "need to know" basis to those individuals involved in the investigation. The investigation will be impartial and objective and will be carried out with sensitivity and with due respect for the rights of all parties concerned.

Consideration will be given to whether the alleged harasser or bully should be redeployed temporarily, or suspended on contractual pay or whether reporting lines or other managerial arrangements should be altered pending the outcome of the investigation.

As part of the investigation, the person will meet with you to hear your account of the events leading to your complaint. You have the right to be accompanied by a colleague of your choice. The investigating officer will also meet with the alleged harasser or bully who may also be accompanied by a colleague. It may also be necessary to interview witnesses to any of the incidents mentioned in your complaint. Where it is necessary to interview witnesses, the importance of confidentiality will be emphasised to them.

At the conclusion of the investigation, the outcome of the findings will be notified to both you and the alleged harasser usually within two weeks of your complaint first being reported.

If the conclusion is that harassment or bullying has occurred, prompt action will be taken to stop the harassment or bullying immediately and prevent its recurrence. The findings will be dealt with under the disciplinary procedure.

Consideration will be given to whether the harasser or bully should be dismissed and, if not, whether he or she should remain in his or her current post or be transferred. Even where a complaint is not upheld, (for example, where evidence is inconclusive), consideration will be given to how the on-going working relationship between you and the alleged harasser or bully should be managed. This may involve, for example, arranging some form of mediation or counselling or a change in the duties or reporting lines of either party.

Should the investigation show that there may be a case to answer the Charity’s disciplinary procedure will be invoked against the alleged perpetrator.

ConfidentialityAt all times throughout the process and after, all parties involved, including the alleged perpetrator, the victim, your Line Manager or the CEO, and any witnesses will need to give due consideration to confidentiality. As such, all parties will be reminded that they should not breach confidentiality and should not discuss the matter with anyone outside of the procedure.

Details of the investigation and any subsequent disciplinary procedure which may take place, will be kept on the employees personnel file.

Untrue claimsWhilst we will support all parties during and after a thorough and objective investigation into the allegation as appropriate, if through the course of the investigation and subsequent disciplinary meetings evidence demonstrates that the allegation has been made maliciously, or for personal gain, then the individual making the complaint will be subject to Disciplinary proceedings as outlined in the Charity’s Disciplinary Policy.

AppealsIf you are not satisfied with the outcome of the investigation, you have the right to appeal the decision within 7 calendar days of being notified of the outcome. You should submit your full written grounds of appeal to the CEO. The person hearing your appeal will meet with you to discuss your appeal. You may be accompanied by a colleague or Trade Union Official. You will normally be notified of the outcome of the appeal within fourteen days of this meeting. This is the final stage of the formal procedure.

WHISTLE BLOWING POLICY

Introduction
The whistle-blowing policy is intended to cover other serious concerns which fall within the Public Interest Disclosure Act 1998. We are committed to running our business with honesty and integrity and within the restraints of the law. As such whilst legislation protects you from suffering a detriment at work if you take a matter to a relevant outside body, we would hope that you would feel able to bring any concerns you may have to the attention of the CEO with confidence that any such concern would be dealt with appropriately and swiftly and without any fear of reprisal, even if your belief of wrongdoing turns out to be unfounded as the result of a thorough investigation.

Whistle Blowing is the everyday term used to describe a disclosure made to someone in authority alleging corruption, malpractice or wrongdoing on the part of another person. In employment whistle blowing refers to an employee (“whistle blower”) making a disclosure about a colleagues conduct in the course of employment, or about employer’s practices.

The legal position
Employees and workers who make a ‘protected disclosure’ are protected from being treated badly or being dismissed as a result of making the disclosure. The Act offers protection to any person who makes a disclosure relating to the following serious offences:-

* Criminal offences,
* Risks to health and safety,
* Failure to comply with a legal obligation,
* A miscarriage of justice,
* Abuse of a resident,
* Environmental damage.

For a disclosure to be protected it must be made to an appropriate body. For example, disclosing a health and safety issue to the Health and Safety Executive is likely to be protected, but not if the concern was disclosed to the media. The raising of a concern will be covered by this policy provided you have a reasonable belief that the disclosure is made in the public interest.

Procedure
We are committed to the highest possible standards of operation. In line with that commitment we encourage you to consider raising the matter with the CEO before taking the matter to an outside body. We will take all such concerns seriously and any individual raising legitimate concerns under this policy will not be subjected to any detriment either during or after employment. All such concerns raised will be thoroughly investigated and appropriate action taken accordingly.

Safeguarding complainants
We recognise that the decision to report a concern can be a difficult one to make and we will support you during the process. We will not tolerate any harassment or victimisation (including informal pressures) and will take appropriate action to protect you when you raise a concern to us in good faith.

Every effort will be made to keep the identity of the whistle blower who makes a disclosure under this policy confidential, at least until a formal investigation is under way. In order to ensure that a fair investigation can take place the whistle blower will also be expected to keep the fact that they have raised a concern, the nature of the concern and the identity of those involved confidential. It may be that during an investigation, disciplinary or legal proceedings that the Charity no longer maintains the whistle blowers confidentiality. If that does occur then the Charity will endeavour to notify the whistle blower in advance.

Untrue allegations
If you make an allegation, but it is not confirmed by the investigation, no action will be taken against you. If, however, you make an allegation maliciously, vexatious, or for personal gain, disciplinary action may be taken against you and, dependent upon the circumstances, this may be treated as Gross Misconduct.

DISCIPLINARY PROCEDURES
IntroductionWe have developed our disciplinary procedures in order to provide clear and transparent structures for dealing with difficulties which may arise as part of the working relationship and to ensure that such difficulties are dealt with in a fair and equitable manner in compliance with the Acas Code of Practice.

We would hope to informally resolve potential disciplinary issues. However, where an issue cannot be resolved informally, then there is often no option other than to follow a formal process. This policy sets out the basic requirements of fairness that will be applicable in most cases.

We regard disciplinary action as a corrective measure to foster an improvement in the conduct or attitude of the employee concerned and not as a punishment. Disciplinary procedures are necessary to let all of our employees know what is expected of them in terms of standards of performance or conduct (and the likely consequences of continued failure to meet these standards) and to enable management and employees to determine suitable goals and timescales for improvement in an individual's performance or conduct. The following procedures do not form part of your contract of employment.

The processThere will normally be a full investigation of the facts before a decision to take any disciplinary action is invoked. Dependent upon the circumstances, we may hold an independent investigation meeting to determine if a formal disciplinary hearing is necessary. At all stages of the process, we will ensure that matters are kept confidential and expect you to do the same.

If we feel that it is necessary to take disciplinary action, we will notify you in writing of our concerns. Where relevant, we will supply you with details of any evidence we will be using in the disciplinary hearing. You will be given a reasonable amount of notice to attend the meeting and to arrange for another member of staff or a Trade Union Official to accompany you.

If we regard an offence as potential Gross Misconduct, we may suspend you on your normal contractual pay for the duration of the process. This period will be kept as short as is reasonably practical to investigate the matter, hold any necessary disciplinary hearing and consider the outcome.

At the meeting, we will outline our concerns and you will be given ample opportunity to explain your version of the situation and also to bring any supporting evidence to our attention. You may also ask witnesses to deliver their version of events to support you if you so wish. We will listen to what you say and will consider all points you put forward before reaching a decision on whether any disciplinary sanction is to be imposed. No decision will be made regarding any disciplinary action before we have had time to consider the discussion and any evidence produced at the meeting.

Outcome of the meeting/sAfter the meeting has concluded we will take time to consider all the evidence, and we will take one of the options listed below:

1. **No Action**

If we feel that there is no case to answer, or there is insufficient evidence to support any action, or if we feel that you were genuinely unclear about what was expected from you and you agree to take remedial action, we may decide it is appropriate to take no further action.

1. **Warning**

If we feel that you have not presented a valid reason or supporting evidence for the misconduct, we will issue you with a formal warning. Dependent upon the circumstances, this could either be a formal verbal warning, a written warning, or a final written warning.

Except for cases of Gross Misconduct or a short period of service, we will not normally proceed to dismissal for a first offence.

1. **Dismissal**
If you are in receipt of prior warnings, we may decide to terminate your employment with us, giving you your contractual notice. If your misconduct is determined to be Gross Misconduct, then you will be summarily dismissed, (without any notice or pay in lieu of notice), irrelevant of whether or not you have had any previous warnings.
2. **Demotion**

If you are in a supervisory or managerial position, we may decide to demote you, except in the case of Gross Misconduct.

1. **Suspension without pay**
We may decide to suspend you without pay for a period up to 5 working days, except in the case of Gross Misconduct.

Notification of outcome of the disciplinary meetingWe will notify you, in writing, as soon as we have considered the evidence and have reached a decision. The timescale will depend upon the complexity of the situation however, this will normally be no more than 7 calendar days after the meeting has taken place, unless there is good reason why this cannot be so. The letter will outline our reasons for the decision made and, where disciplinary action is taken, the level or nature of the sanction imposed. It will also name the person to whom you should address an appeal to should you wish to do so.

Right of appealYou have the right to appeal against any decision made. If you wish to do so, you should state your reasons in writing to the person named in the disciplinary decision letter, within 7 calendar days of the date on the letter. The person hearing your appeal will meet with you to discuss your appeal, normally within 14 calendar days. You may again be accompanied by a colleague or Trade Union Official at this stage of the process. You will be notified of the outcome of the appeal normally within 14 calendar days of this meeting. This is the final stage of the formal procedure.

Right to be accompanied
You have the right to be accompanied by a fellow employee of your choice, or by a Trade Union Official at all stages of the formal disciplinary procedures and at any subsequent appeal meetings.

It is your responsibility to arrange for the appropriate person of your choice to be informed of the matter and the dates of the hearing/s. If you wish a member of staff to acCharity you, then either yourself or the person concerned, should notify us as early as possible, so that we can ensure that they can be released from their duties at the appropriate times.

We wholeheartedly support the right to be accompanied and any person who agrees to acCharity a member of staff at any disciplinary or appeal hearing, will not be subject to any form of detriment as a result of doing so.

Record-keeping
We will take notes of all meetings held and these, along with any supporting evidence used in the investigation and meetings will be held on your personnel file. Details of any disciplinary action taken will also be kept.

Administration of disciplinary warningsWarnings will normally be issued in line with the following guidelines, however this is not prescriptive. When deciding the level of action to be taken, we will take account of any mitigating factors, including your length of service and may vary the process or the administration of warnings accordingly. Dependent upon your length of service, you may be dismissed without any previous warnings.

Other than in cases of Gross Misconduct, we may choose to demote you or suspend you for up to five working days without pay as an alternative to dismissal.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| OFFENCE | 1st OCCASION | 2nd OCCASION | 3rd OCCASION | 4th OCCASION |
| UNSATISFACTORYCONDUCT | Formal verbal warning | Writtenwarning | Final written warning | Dismissal |
| MISCONDUCT | WrittenWarning | Final writtenwarning | Dismissal |  |
| SERIOUS MISCONDUCT | Final written warning | Dismissal |  |  |
| GROSS MISCONDUCT | Dismissal |  |  |  |

Examples of unsatisfactory conduct and misconduct

* Failure to comply with our health and safety rules
* Smoking outside of designated areas and/or outside of your authorised break times
* Unacceptable levels of absenteeism or lateness
* Failure to follow our absence reporting procedures
* Unsatisfactory work performance
* Failure to carry out reasonable management instructions
* Failure to comply with Charity rules, procedures and guidelines
* Use of objectionable or insulting language or behaviour
* Failure to report any damage to our property or premises caused by you or witnessed by you
* Breach of our email and internet policy, including personal use
* Deliberate misuse or neglect of Charity property or vandalism
* Excessive use of the Charity’s telephone for personal calls without prior authority
* Negligence in the performance of your duties
* Leaving your place of work without first notifying your Line Manager or the CEO

Serious misconductDependent upon the circumstances, any of the above examples could be deemed to be Serious Misconduct and as such, if a disciplinary sanction is imposed this could be a final written warning even though no other warnings have been given.

Examples of Gross Misconduct

* Theft or fraud
* Physical violence or bullying
* Threatening behaviour or language
* Deliberate damage to property
* Consumption of alcohol on the premises, or attending work whilst still under the influence of alcohol consumed outside of your working hours
* Attending work under the influence of illegal drugs, being in possession of illegal drugs, or supplying illegal drugs whilst at work or during working hours
* Any action, or breach of health and safety rules which does, or could be expected to, endanger the health or safety of yourself or any other person
* Acceptance or administration of gifts or hospitality etc without prior permission from the Charity
* Acting in any capacity to assist a Client in the preparation of their will, or agreeing to be an executor of any Client’s will
* Bribing or attempting to bribe another individual, or personally taking or knowingly allowing another person to take a bribe
* Any act or omission which could cause the reputation or integrity of the Charity to be compromised or bring the Charity into disrepute
* Discriminatory behaviour
* Deliberate, fraudulent or false claims of bullying, harassment or victimisation
* Accessing internet sites, or downloading information from such sites, which contains offensive, illegal, obscene or pornographic material
* Knowingly perpetrating or taking part in acts of Discrimination or Harassment
* Providing false information re your right to work in the UK
* Knowingly providing false or incorrect information either prior to or during your employment re:

Qualifications

Date of birth

Previous experience in the same role

Details regarding your criminal record about which you are required to notify to us by legislation

Previous posts held

* Any act/s omission/s or commission/s that constitutes neglect or abuse of a client
* Failure to report any act/s omission/s or commission/s that constitutes neglect or abuse of a client
* Sleeping on duty and/or on the Charity’s or any work related premises
* Disclosure of confidential information to unauthorised persons
* Conviction of a criminal offence (including police cautions) which indicate unsuitability for your role
* Failure to declare being arrested, investigated or charged with any offence (including motoring offences) prior to or during your employment.
* Disclosure of any information on a Disclosure and Barring Certificate to any person who is not authorised to see such information
* Failure to take all necessary steps to ensure that the storage, use and disposal of any information received on a Disclosure and Barring Certificate is done according to the Charity’s rules and standards
* Negligent or deliberate failure to follow the Charity’s rules regarding the storage and administration of medicines
* Administering or supplying medication to any Client without relevant training and authorisation from the Charity
* Unauthorised use of our vehicles which results in a criminal offence or negates the insurance policy
* Allowing unauthorised people to use our vehicles which results in a criminal offence or negates the insurance policy

**NB:** the above lists are neither exhaustive nor prescriptive in the level of disciplinary sanction which may be imposed. You may be disciplined for any other reason which is considered misconduct or unsatisfactory conduct.

When considering the level of disciplinary action to be taken against individuals, we will take into account both the severity of the offence, the impact on the Charity or other individuals and any mitigating circumstances. Therefore, the above categories are guidelines only and a higher or lower level of disciplinary action may be imposed, dependent upon the circumstances.

Validity period of warningsWe will keep a record of warnings issued and appeal details in your personnel file. Whilst such information will normally be kept in your personnel file permanently, it will normally be disregarded for further disciplinary purposes in line with the following:

***Verbal warning*** – after a period of 6 months
***Written warning*** – after a period of 12 months
***Final warning*** – after a period of 12 months

Authority to take disciplinary actionThe following persons are authorised to take disciplinary action. This does not restrict another member of staff, or other appropriate nominated person to take such action.

|  |  |
| --- | --- |
| Disciplinary Sanction | Person/s authorised to take disciplinary action in the case of: |
| MANAGEMENT | OTHER EMPLOYEES |
| Formal verbal warning | CEO | Manager or CEO |
| Written warning | CEO | Manager or CEO |
| Final written warning | CEO | Manager or CEO |
| Dismissal | CEO | Manager or CEO |
| Demotion | CEO | Manager or CEO |
| Suspension without pay | CEO | Manager or CEO |

Appeal process

If you feel you have been treated unfairly in the disciplinary process, or that the sanction imposed was too heavy or unfairly administered, you have the right of appeal.

You should write to the person detailed in the outcome letter, within 7 calendar days of the date of the letter, outlining the grounds for your appeal.

We will then arrange to hear your appeal, normally no more than 14 calendar days after receipt of your letter of appeal.

Because of the size of our organisation it may be necessary that the person who chaired your original hearing to then hear your appeal hearing. Subsequently, it is important that within your written appeal you clearly state your reasons why you feel that the penalty imposed was too severe or why you believe the original decision was unfair.

We will notify you in writing of the decision, normally within 14 calendar days of the hearing.

Short Service

We reserve the right to take into consideration your length of service. If you have short service, you may not be in receipt of any warnings prior to dismissal.

CAPABILITY PROCEDURES

IntroductionDuring your employment with us, there may come a time when, through no fault of your own, you become incapable of carrying out your duties fully or in a timely fashion.

This could be for many reasons, such as:

* Changes within the Charity which affect your job
* New equipment or tools etc.
* Health Issues

If such a situation arises, we aim to support and help you to overcome any difficulties which prevent you from performing in your job role. With this is mind, we have developed these non-contractual procedures to ensure fairness and sensitivity when dealing with such issues.

Stage 1If we have concerns about the level of your performance at work, we will meet with you to discuss our concerns. You will be encouraged to be open and honest with us if there are any circumstances which are affecting your performance.

At this meeting, we will advise you what standards are expected and also agree with you any help and appropriate timescales which you may need to achieve those standards. The help and any timescales set will obviously be relevant and appropriate to your situation but could include things such as training or re-training, reasonable adjustments, transfer to another more suitable job role, coaching etc. It may also be appropriate for us to ask you for access to your medical records to allow us to facilitate any relevant help or reasonable adjustments to enable you to work effectively. Whilst you do not have to comply with this request, we would ask that you co-operate if the need arises.

Stage 2

***1. Incapability Due to Health Issues***
If your inability to perform your job effectively is due to an on-going health issue, it may be advisable for us to obtain input from the medical profession to aid us in helping you. As such, we may ask for permission to contact your GP or any other person in the medical profession who has knowledge of your illness or condition (e.g. a consultant or other specialist etc.).

Our aim of seeking such information is to help us to consider if any, reasonable adjustments would be appropriate for your situation and also for us to consider any other advice the medical professional could give to help us to protect your employment with us. However, if upon receipt of such medical information, it is apparent that you are unable to continue in our employment, we may have no alternative, than to terminate your employment with us.

***2. Incapability due to Non-Health Issues***If your performance does not improve to the required standards set within the prescribed timescales, you will be invited, in writing, to a second meeting to discuss your performance. If no acceptable improvement has been made, you may be issued with a written warning. If an acceptable improvement has been made, we will not issue any warnings at this stage, but will continue to monitor your performance.

You will again be notified of what improvements are expected from you and a third meeting will be arranged to review your progress. If, at this further meeting, your performance is still unacceptable, you may be issued with a final written warning. If an acceptable improvement has been made, we will not issue any further formal warning, but will continue to monitor your performance.

You will again be notified of the improvements needed and a fourth meeting will be arranged to review your progress. If at this meeting there has not been an acceptable improvement in your performance, we may take the decision to terminate your employment. If there has been continued or further improvement, we will decide whether further reviews of your performance are necessary.

Monitoring and supportAt all times throughout this procedure, we will monitor your performance and consider relevant support to help you to reach the required levels.

Appeal processIf the decision is taken to issue any formal warnings or to terminate your employment, you will have the right to appeal against such a decision. You should write to the person detailed in the outcome letter, within 7 calendar days of the date of the letter, outlining the grounds for your appeal.

We will then arrange to hear your appeal, normally no more than 14 calendar days after receipt of your letter of appeal.

Because of the size of our Organisation, it may be necessary for the person who chaired your original hearing to then chair your appeal hearing. Subsequently, it is important that within your written appeal you clearly state your reasons why you believe the original decision was unfair.

After full consideration of the matter, you will be informed, in writing of the decision as soon as is reasonably practical and normally within 14 calendar days of the meeting.

Right to be accompaniedYou have the right to be accompanied by a fellow employee of your choice or by a Trade Union Official at all stages of the capability procedure and at any subsequent appeal meeting.

It is your responsibility to arrange for the appropriate person of your choice to be informed of the matter and the dates of the hearing/s. If you wish a member of staff to accompany you, then either yourself or the person concerned, should notify us as early as possible, so that we can ensure that they can be released from their duties at the appropriate times.

We wholeheartedly support the right to be accompanied and any person who agrees to accompany a member of staff at any capability or appeal hearing will not be subject to any form of detriment as a result of doing so.

Record-keepingWe will take notes of all meetings held and these, along with any supporting evidence used will be held on your personnel file. Details of any action taken will also be kept.

Short Service

We reserve the right to take into consideration your length of service. If you have short service, you may not be in receipt of any warnings prior to dismissal.

#### GRIEVANCE PROCEDURE

Introduction
From time to time you may feel unhappy with something at work. We feel that it is important that there is a clear and transparent procedure for such concerns or complaints to be dealt with both effectively and in a manner whereby employees feel comfortable to raise such issues.

It is usually in the best interest of both employers and employees to deal with any issues at an early stage to stop small issues growing into more complex or serious ones. The following procedures are non-contractual.

Informal procedure
If you feel able to raise any issues informally with the perpetrator or your Line Manager or the CEO then such discussions can frequently solve issues quickly and effectively. However, if the matter is more serious, or the informal route has not solved the situation, or you do not feel it is appropriate to raise the matter informally, you should make a formal representation under this procedure.

If you are being harassed or bullied, this procedure is not normally the best way to raise such a matter and you should use the procedures outlined in our Bullying and Harassment Policy as this will be a more appropriate route to solving the problem.

Formal procedure
If you wish to raise a formal grievance, it is advisable that you put the matter in writing from the outset. You should give as much detail as possible of the nature of your complaint. The written complaint should be given to your Line Manager or the CEO.

A meeting will be arranged with you as soon as possible to hear your grievance. It may be necessary to suspend the meeting to gather further evidence, or to initiate a full investigation of the facts. We will aim to resolve the issue as quickly as possible and will not suspend the meeting unnecessarily.

At the end of the meeting, and after any necessary re-investigation etc. we will consider all the evidence gathered. We will notify you, in writing, of our assessment and what, if any, action we intend to take to resolve the situation. The letter will outline who your appeal should be directed to if you wish to do so. We aim to notify you of the decision as soon as is reasonably practical.

Appeal
If you are unhappy with the outcome of the meeting and any proposed action, then you have the right of appeal. You should write to the person detailed in the outcome letter, within 7 calendar days of the date of the letter; outlining the grounds for your appeal.

Should you appeal our decision we will then arrange to hear your appeal, normally within no more than 14 calendar days after receipt of your letter of appeal.

Because of the size of our organisation it may be necessary that the person who chaired your original hearing to then hear your appeal hearing. Subsequently, it is important that within your written appeal you clearly state your reasons why you believe the original decision was unfair.

After full consideration of the matter, you will be informed, in writing of the decision as soon as is reasonably practical and normally no longer than 14 days after the meeting has been held.

Right to be accompanied
You have the right to be accompanied by a fellow employee of your choice, or by a Trade Union Official at all stages of the formal grievance procedure and at any subsequent appeal meetings.

It is your responsibility to arrange for the appropriate accompanying person of your choice to be informed of the matter and the dates of the hearing/s. If you wish a member of staff to accompany you, then either yourself or the person concerned, should notify us as early as possible, so that we can ensure that they can be released from their duties at the appropriate times.

We wholeheartedly support the right to be accompanied and any person who agrees to accompany a member of staff at any grievance or appeal hearing will not be subject to any form of detriment as a result of doing so.
Record-keeping
If you choose to use the formal route to resolve your grievance, we will take notes of all meetings held and these, along with any supporting evidence used will be held on your personnel file. Details of any action taken will also be kept.

#### TERMINATION OF EMPLOYMENTResignationIf you wish to resign from the Charity, to avoid any confusion, we ask that you state your decision and your reasons for doing so in writing.

Whilst we appreciate that individuals may have many differing reasons for leaving, we will then invite you to an exit interview to discuss your reasons and to ensure that we process your final pay etc correctly.

We normally retain records of final interviews, so to allow us to monitor and evaluate our working practices at a later date.

Notice periodYour required notice period will be detailed in your individual Statement of Principal Terms of Employment. If you fail to work your notice and we incur a cost in covering your duties, we reserve the right to recover this cost from any monies owing to you. You will also forfeit any contractual holiday pay which you have accrued in excess of the statutory minimum entitlements.

Garden leaveIf either you resign or you are dismissed, we may put you on garden leave. If so, you are still employed by us until the effective date of termination. As such, we may require that you attend work or make yourself available to answer any questions etc., or to “handover” to another person in the Charity.

If we feel it is inappropriate for you to attend our premises or those of any customer, or client, or to contact any customer, client, supplier, contractor etc., we will advise you of this at the time the garden leave is initiated.

The Charity’s propertyUpon termination of employment, or upon commencement of Garden Leave, you must return all the Charity’s property to us. This includes, but is not limited to, tools, equipment, documentation, vehicles, work-wear, items of uniform, keys etc.

If you fail to return all items to us in a reasonable condition, we may deduct the cost of recovery, replacement or any loss incurred by us from any monies owing to you.

#### SUMMARY OF OUR RIGHTS TO DEDUCT

## We reserve the right to recoup any losses the Charity incurs in the circumstances listed below from your wages or any other monies owing to you (e.g. commission, bonuses, accrued holiday pay at termination of employment).

If any overpayment of wages is made, for whatever reason, we will normally deduct the amount overpaid from your next wage.

If you arrive for work more than one hour late and have not notified us before your expected starting time and/or, without having provided us with an acceptable reason for the delay, we may find it necessary to cover your duties, disperse your workload to other staff, or reschedule work in other ways and if so, we therefore reserve the right to send you home for the remainder of the day without pay. If we feel that your lateness or absence is excessive, we may invoke the disciplinary procedures, as detailed earlier in this handbook.

If we are unable to provide you with work, we may need to lay you off for a period of time or reduce your working week whilst we try to resolve the situation. If you are laid off, you will receive either statutory guarantee pay or your normal basic wage, whichever is the lower, for the first five days of lay off or short time working. After this period, there will be no entitlement to payment for any days not worked. We will only invoke this right as a last resort and for a limited period of time. Your continuity of employment with us will be protected during in such a situation.

Whilst we understand that you have a right to a private life and would not wish to impede on that, it is also important that, when attending work, you are fit and safe to do so. Therefore, if we suspect that you attend work still under the influence of alcohol or any illegal drug which has been consumed or taken prior to you commencing work, we will send you home for the remainder of the day without pay. Such events may result in disciplinary action.

Whilst we understand that accidents do happen, we expect that you should take all reasonable care with the Charity’s, resident’s, their family member’s, or any other third party’s property. Therefore, If we suffer any loss or damage to any property or stock or equipment which is due to your failure to follow our rules or procedures, or your deliberate vandalism, or unreasonable carelessness or neglect, then we will deduct the cost of repair or replacement of any item from any salary/wage, holiday pay, sickness payment or any other monies owed to you by the Charity.

If we suffer any loss, fine or cost due to your actions and failure to follow our rules, procedures or legal requirements, or your carelessness or neglect, then we will deduct the cost of the loss or fine from any money owed to you by the Charity.

Upon termination of employment, or upon commencement of Garden Leave, you must return all our property to us. This includes, but is not limited to, tools, equipment, documentation, vehicles, work-wear, items of uniform, keys etc. If you fail to return all items to us in a reasonable condition, we will deduct the cost of recovery, replacement or any loss incurred by us from any monies owing to you.

Your required notice period will be detailed in your individual Statement of Principal Terms of Employment. If you fail to work your notice and we incur a cost in covering your duties, we reserve the right to recover this cost from any monies owing to you.

The above clauses are express terms of your contract of employment.