

SYMONDS NURSING HOME LTD

EMPLOYEE HANDBOOK

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EMPLOYEE HANDBOOK

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SYMONDS NURSING HOME LIMITED

1. INTRODUCTION

The success of any enterprise and that of its employees depends very largely on the employees themselves and so we look to you to play your part as we shall continue to play ours.

We welcome you to Symonds Nursing Home Limited and express our sincere hope that you will be happy here in our excellent team. We would ask you to study the contents of this Employee Handbook all the provisions of which, except where specifically excluded, form part of your contract of employment.

We are an Equal Opportunity Employer and therefore acknowledge that any reference made in this documentation to the male gender also includes females.

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EMPLOYEE HOLIDAY ENTITLEMENT AND CONDITIONS

1. BANK/PUBLIC HOLIDAYS

As we must make sure that our clients continue to receive the care and attention they have a right to expect, Bank/Public holidays are normal working days and any requests for holidays on those days are treated in the same way as any other request for holiday.

You are therefore required to work on a Bank/Public Holiday if your rota so provides. When you so work you will be paid at your 'Sunday' rate of pay and you will be allowed a day off in lieu. The days for which this applies are as follows:

New Year's Day	The last Monday in May
Good Friday	The last Monday in August
Easter Monday	Christmas Day
The first Monday in May	Boxing Day

2. ANNUAL HOLIDAYS

Our holiday year begins on 1st April and ends on 31st March. Your annual holiday entitlement is based on your service qualification up to the end of the holiday year.

<u>Length of Service</u>	<u>Holiday Entitlement</u>
Under 12 months	- One twelfth of annual entitlement for each completed month of service
12 months and above	- 4 working weeks in each complete holiday year or as indicated on your Principal Statement of Terms and Conditions of Employment.

3. PLEASE NOTE THAT THE FOLLOWING CONDITIONS APPLY TO YOUR ANNUAL HOLIDAY ENTITLEMENT

- 3.1 You are not allowed to carry forward any part of one year's holiday entitlement to subsequent years.
- 3.2 You should complete Form HR for all holiday requests and have it signed by the Home Manager or Assistant Manager.
- 3.3 Holiday requests will only be agreed if they are presented on form HR and holiday dates will be allocated on a "first come - first served" basis to ensure that the operational efficiency/minimum staffing levels are maintained throughout the year.
- 3.4 At least 2 week's notice is required for approval of holidays of up to 1 week's duration.
- 3.5 At least 4 weeks' notice is required for approval of holidays exceeding 1 week's duration.
- 3.6 Not more than 2 working weeks can be taken consecutively without written permission from the Home Manager.

- 3.7 Payment for holidays will be made at your normal rate of pay.
- 3.7 Of your total holiday entitlement 3 weeks must be taken in periods of at least 1 week's duration.
- 3.8 Holiday will not be allowed during the Christmas and New Year period.
- 3.9 Unpaid leave will only be granted at the discretion of the Home Manager or where new employees have booked holidays prior to commencement of employment and have declared this at the time of recruitment.
- 3.10 In the event of termination of your employment, any holidays earned pro rata in the holiday year but not taken will be paid. However, in the event of your having taken holidays which have not been earned pro rata in the holiday year then the appropriate payments will be deducted from your final wages/salary.

ABSENCE PAYMENTS AND CONDITIONS

SICKNESS/INJURY PAYMENTS

1. You are entitled to Statutory Sick Pay during authorised absence due to sickness/injury provided you meet the criteria laid down in Government SSP regulations.
2. You are required to follow the notification and certification regulations and complete fully the requisite forms in relation to absences as detailed below. Failure to adhere to these conditions may mean that your entitlement will be invalidated in part or in full.
3. If Management considers it necessary, arrangements will be made for you to be medically examined.

NOTIFICATION AND CERTIFICATION

Sickness

1. You are required to notify us by telephone on the first day of sickness absence and at the earliest possible opportunity.
2. Such notification is to be made personally, (or if you are unable to do so then by a relative, neighbour or friend), the Home Manager or the senior person on duty.
3. On return to work after a period of sickness you are required to complete the Sickness Self Certification Form (FORM SCA) in respect of any period of absence of up to 7 days duration, and hand this to your Line Manager, Assistant Manager or the Home Manager.
4. If your absence has been, (or you know that it will be) for **LONGER THAN 7 DAYS** then a Medical Certificate must also be submitted to us.
5. If your absence extends to **MORE THAN 7 DAYS** you are required to keep in touch with us, and also provide us with sufficient evidence of incapacity on a weekly basis, or at those intervals determined by your medical certificates.
6. Failure to abide by the above requirements will lead to disciplinary action being taken and/or loss of the appropriate Statutory Sick Payments.

Statutory Maternity Pay

1. You are required to notify us of your Expected Week of Confinement (EWC) no later than the third week of your Maternity Pay Period (MPP). This is normally done by means of a DSS Form Mat B1 (Maternity Certificate) which is valid only with a doctor's name and address STAMPED in the space provided or, if it is issued by a midwife, showing her address or registration number.
2. You are required to notify us, in writing, at least 21 days before your absence from work is due to begin.
3. You are required to notify us immediately if you are taken into legal custody or start work for another employer during your MPP.
4. Failure to abide by the above requirements may result in disciplinary action and the loss of Statutory Maternity Pay.

Family Emergencies

Application for unpaid time off work under the Family Emergencies provisions should be made to your line manager.

Parental Leave

Application for unpaid time off work under the Parental Leave provisions should be made to your line manager.

All other Absences

In addition to Bank/Public and annual holidays, circumstances may arise where you need time off for other reasons including medical/dental appointments. Any time off required under this heading will be granted only at the discretion of your manager and will be unpaid. Whenever possible dental/medical appointments should be arranged outside working hours.

Absences of any description, save for those noted above or for those taken with express approval, will be treated as unauthorised and will render you liable to the disciplinary process. You are not entitled to wage/salary for any unauthorised absence.

DISCIPLINARY RULES AND PROCEDURES

INTRODUCTION

In any organisation it is necessary to have a minimum number of rules in the interests of both the employer and the employee.

Rules set standards of performance and behaviour whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is the aim of the rules and procedures to emphasise and encourage improvement in the conduct of individuals where they are failing to meet the required standards.

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

The following rules and procedures should ensure that:-

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

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

you will only be subject to disciplinary action after careful investigation of the facts and having had the opportunity to present your side of the case;

with the exception of investigatory stages you will have the right to be accompanied by a fellow employee, or by any other companion as defined in current employment legislation, at all stages of the formal disciplinary process;

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

if you are the subject of the disciplinary process you will receive both an explanation of the penalty imposed and your right to appeal against the penalty.

DISCIPLINARY RULES

It is not practicable to specify all disciplinary rules or offences which may result in disciplinary action as circumstances can vary depending on the nature of the work.

The following disciplinary rules (which are not exhaustive) and procedures form an important part of your contract of employment and they should be carefully read and understood.

RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT

(These are not exhaustive)

A. HEALTH AND SAFETY

1. You should make yourself familiar with our Health and Safety Policy and your individual Health and Safety duties and responsibilities which are specified separately.
2. You must abide by the above mentioned general health and safety rules, procedures and responsibilities at all times.
3. No action is to be taken by you which could threaten the health and safety of yourself, other employees or other persons.
4. Smoking is only permitted in designated smoking areas at times laid down by Management.

B. ABSENCE/TIMEKEEPING

1. You must attend for work punctually at the specified time(s) and lateness in attending work will render you liable to disciplinary action.
2. All absences must be notified in accordance with the procedures laid down in the Employee Handbook. Failure to follow such procedures will render you liable to disciplinary action and/or loss of the appropriate payment.
3. All other absences from work including leaving before normal finishing time(s), will be treated as unauthorised and will render you liable to disciplinary action unless express permission for the absence has been given.
4. Absence for any reason must be notified as soon as possible preferably by telephone on the first day of absence. Night duty staff must notify us by 12.00 noon on the day of duty so that replacement coverage can be obtained. It is your responsibility to keep us advised of the circumstances which are preventing you from attending work and also your likely date of return.
5. Unacceptable levels of absence will be investigated and the consequence of which may result in disciplinary action.
6. You are required strictly to comply with any time recording/reporting procedures relating to your area of work.

C. WORKING STANDARDS

1. If your standards of work are not satisfactory to us and are caused by your carelessness or neglect of duty, you will be subject to disciplinary action.

D. BEHAVIOUR AT WORK

1. You should behave with civility towards fellow employees and no rudeness will be permitted towards other persons. Objectionable or insulting behaviour or bad language will render you liable to disciplinary action.
2. You shall use your best endeavours to promote our interests and shall, during your normal working hours, devote the whole of your time, attention and abilities to our business and affairs.
3. Any involvement in activities which could be construed as being in competition with us is forbidden.
4. You shall not, during or after the termination of your employment, disclose to any person whomsoever any confidential information regarding our business.
5. All reasonable instructions from your Superiors are to be obeyed.
6. Alcohol must not be consumed during the working day nor may it be brought on to the premises.
7. Incapacity at work or poor performance at work due to the taking of intoxicants or drugs will be treated as a serious breach of the rules.
8. Any occasion when you are found to be asleep on duty will be treated as a serious breach of the rules.

E. BEHAVIOUR OUTSIDE WORKING HOURS

1. Because our business demands employees of the highest integrity, we expect employees to maintain high standards outside working hours.
2. Activities which result in adverse publicity or which cause us to lose faith in the integrity of a particular individual, may give us grounds for your dismissal.

F. PROPERTY

1. Use of our property or property on our premises for any purpose other than normally defined duties is not permitted.
2. Property of any type is not to be taken away from the premises unless with prior approval.
3. You must immediately notify the appropriate member of Management of any damage to property or premises that comes to your attention.

G. HOME VEHICLES

1. Use of a vehicle by you requires express approval by the appointed member of Management.
2. On approved use of a vehicle, you must ensure that the vehicle is maintained in a clean and roadworthy condition and all normal engine and vehicle inspections should be carried out on a daily basis.
3. On the occasion of an incident involving a vehicle, you must make a full, honest and written report of the incident whether or not personal injury or vehicle damage is involved.
4. All driving accidents will be investigated and where an investigation shows you to be at fault you may be subject to disciplinary action. An excessive number of accidents will result in dismissal.
5. Where any damage to a vehicle or property of the Home or a third party is due to the negligence or lack of care of the driver, we reserve the right to insist on the driver rectifying the damage at his own expense or paying the excess part of any claim on the insurers. A deduction from your earnings will be made to cover such cost if appropriate.
6. You must report to your Supervisor/Manager immediately, any type of driving conviction or summons which may lead to a conviction.
7. All fines resulting from such convictions are your own responsibility.
8. You must not carry unauthorised passengers in vehicles, nor may vehicles be used for personal gain.
9. At all times whilst driving vehicles you must abide by the appropriate statutory regulations.

RULES COVERING GROSS MISCONDUCT

(These are not exhaustive)

You will be liable to summary dismissal without notice or pay in lieu of notice if you are found to have acted in any of the following ways:-

1. A serious or wilful breach of the above Unsatisfactory Conduct and Misconduct Rules.
2. Gross negligence.
3. Wilful neglect, verbal, physical or emotional abuse of clients.
4. Sleeping whilst on duty.
5. Abandoning your duty without permission.
6. Indecent or immoral behaviour.
7. Threatening behaviour, fighting or physical assault.
8. Deliberate falsification of any records, including time sheets, absence records and so on, in respect of yourself or any fellow employee.
9. Undertaking private work on the premises and/or in working hours without express permission.
10. Theft or misappropriation of money or property whether belonging to us, another employee or a third party.
11. Destruction/sabotage of our property or any other property on the premises.
12. Serious Health and Safety breaches which could endanger the lives of employees or any other person.
13. Gross insubordination and/or refusal to obey legitimate instructions given by a Superior/Manager.
14. Any breach of a legal statute or registration which has a direct effect either on your ability to undertake your stated duties or on the desired characteristics of your position.
15. Unauthorised entry to Computers.

DISCIPLINARY PROCEDURE

Normally any disciplinary action taken against you will be based on the following procedure:-

OFFENCE	1ST OCCASION	2ND OCCASION	3RD OCCASION	4TH OCCASION
Unsatisfactory Conduct	Verbal Warning recorded on file	Written Warning recorded on file	Final Written Warning recorded on file	Dismissal
Misconduct	Written Warning recorded on file	Final Written Warning recorded on file	Dismissal	
Gross Misconduct	Dismissal			

NOTES:

We reserve the right to suspend you with full pay for the purpose of carrying out investigations into any alleged offence.

In respect of the disciplinary procedure we reserve the right to take into account the severity of the offence and your length of service.

Suspension from work without pay for up to 5 days may be considered as an alternative to dismissal.

If you are dismissed for Gross Misconduct you have no right to any period of notice or payment in lieu.

You have the right to appeal against any disciplinary action taken against you.

During the first year of employment, we reserve the right not to give prior warnings before taking dismissal action. The disciplinary procedure noted above is, therefore, not binding during your first year of employment.

DISCIPLINARY PROCEDURE

The operation of the Disciplinary Procedure contained in the previous section is based on the following authority at the various levels.

TYPE OF DISCIPLINARY ACTION	PERSON AUTHORISED TO TAKE ACTION IN CASE OF:	
	Management	All Other Staff
Verbal Warning	Managing Director/ Home Manager	Home Manager or Nominee
Written Warning	Managing Director/ Home Manager	Home Manager or Nominee
Final Written Warning	Managing Director	Home Manager or Nominee
Suspension Without Pay	Managing Director	Home Manager or Nominee
Dismissal	Managing Director	Home Manager or Nominee

DISCIPLINARY APPEAL PROCEDURE

The Disciplinary Rules and Procedures which form part of your Contract of Employment incorporate your right to lodge an appeal in respect of any disciplinary action taken against you.

If you wish to exercise this right you should apply to the person indicated below, within 5 working days of the decision you are complaining against, stating why you feel that the penalty imposed is too severe and/or that you are innocent of the stated offence.

TO WHOM THE APPEAL SHOULD BE ADDRESSED IN THE CASE OF:		
TYPE OF DISCIPLINARY ACTION	Management	All Other Staff
Verbal Warning	Managing Director/ Board of Directors	Home Manager
Written Warning	Managing Director/ Board of Directors	Home Manager
Final Written Warning	Managing Director/ Board of Directors	Managing Director
Suspension Without Pay	Managing Director/ Board of Directors	Managing Director
Dismissal	Managing Director/ Board of Directors	Managing Director

When the Disciplinary Appeal investigation is heard you will be given a full opportunity to state your case, and you will have the right to be accompanied by a work colleague or by any other companion as defined in current employment legislation. You should inform your immediate superior of your choice of companion, if any.

The result of the appeal will be made known to you in writing within 5 working days after the hearing.

GRIEVANCE PROCEDURE

We wish to ensure that any employee who feels dissatisfied with any matter relating to their work has an immediate means by which such a grievance can be aired and resolved.

At all stages of the grievance procedure you have the right to be accompanied by a work colleague to help you explain the situation more clearly. Alternatively, you may be accompanied by a trade union official where the nature of the grievance arises out of our duty under statute or common law. If you wish to exercise this right please inform your immediate superior prior to the grievance being heard.

If you feel aggrieved at any such matter during your time with us you should implement the following procedure:-

- Stage 1 - raise your grievance with your immediate Superior, explaining fully the nature and extent of your grievance. Should the matter not be resolved to your satisfaction you may, if you wish, proceed to the next stage;
- Stage 2 - raise your grievance, in writing or using the form provided, with your Departmental Manager who should discuss the matter with you within 2 working days of the receipt of your grievance. Should the matter not be resolved you may, if you wish, proceed to the next stage;
- Stage 3 - refer your written grievance to the Home Manager who should discuss the matter with you within 2 working days of its receipt. Should the matter remain unresolved you may, if you wish, proceed to the fourth and final stage of the procedure;
- Stage 4 - refer your written grievance to the Managing Director who should arrange to discuss the matter with you within the next 5 working days of its receipt. The Manufacturing Director's decision shall be final.

Whilst it is the Home's intention to bring about a resolution of your grievance at the earliest opportunity, we must all recognise that the above time scales may need to be extended as circumstances dictate.

GENERAL NOTICES

Failure to comply with the following general notices will render you liable to disciplinary action involving the issue of disciplinary warnings and, where no improvement, dismissal, or in the event of gross misconduct, summary dismissal.

ATTENDANCE RECORDING PROCEDURES

You must comply with any Absence/Time Recording Procedures which may be introduced from time to time including any provisions required to ensure compliance of the Working Time Regulations 1998.

For Working Time Regulations purposes your average working time will be calculated over set consecutive reference periods as determined.

Should you not wish to have your average working hours limited by the Working Time Regulations you should draw this to the attention of the Home Manager.

BUYING OR SELLING OF GOODS

You are reminded that you are paid to work on the Home's business and are not allowed to buy or sell goods on your own behalf during working hours or on the Home's premises.

CARE OF CLIENTS

1. The aim of the Home is to ensure that all clients continue to enjoy a full and constructive life. You should, therefore, be constantly aware of their needs and should discuss any particular problems with your Manager.
2. To ensure that there could be no possible misunderstandings you must not accept gifts from clients without prior permission from the Home Manager and you must not borrow from nor lend to clients any money or valuable items.
3. You must not witness a resident's will nor may you act in an executive capacity. Any such request must be referred to the Home Manager.
4. No drugs may be administered unless express authorisation has been given by the Home Manager.
5. Care must be exercised when moving clients, both for their safety and your own. You must always move clients as instructed and, wherever possible, moving should be carried out with the assistance of another member of staff, or by use of mechanical aids where provided.
6. Any complaints from clients or their families should be reported to the Home Manager as soon as possible.
7. All incidents affecting clients (eg. deterioration in their health) must be reported in the appropriate book.
8. You should not make statements to a client's relatives concerning the client's condition or behaviour, unless authorised by Management.

9. If you become aware of any form of abuse of a client you must report it immediately to the Home Manager. Any person found to be involved in such action will be dismissed summarily for gross misconduct.
10. In the event of a client going missing:-
 - a. inform the senior person on duty immediately;
 - b. search the house and the grounds;
 - c. if you are worried about the safety of a client telephone the local police;
 - d. if the client is still missing after 1 hour inform the family.
11. In the event of an accident to a client:-
 - a. inform the senior person on duty immediately;
 - b. administer first aid - **DO NOT ADMINISTER DRUGS UNTIL AFTER THE FILE OF THE CLIENT HAS BEEN CHECKED:**
 - c. if you are unhappy about the condition of the client ring the GP or send for an ambulance;
 - d. should you call an ambulance the following personal details of the client should be written out clearly and be ready to give to the ambulance attendants:-
 - i. FULL NAME
 - ii. FULL ADDRESS (NAME OF HOME)
 - iii. NATURE OF INJURY
 - iv. MEDICATION CURRENTLY BEING ADMINISTERED
 - v. DATE OF BIRTH
 - vi. NEXT OF KIN
 - e. inform the person in charge and next of kin as soon as possible.
12. In the event of a client's death the senior person on duty must immediately inform the On-Call Manager.

CODE OF PROFESSIONAL CONDUCT

The following is an extract from the Code of Professional Conduct for the Nurse, Midwife and Health Visitor. It is issued by the United Kingdom Central Council for Nursing, Midwifery and Health Visiting and is for the guidance and advice of all registered nurses, midwives and health visitors.

Each registered nurse, midwife and health visitor shall act, at all times, in such a manner as to justify public trust and confidence, to uphold and enhance the good standing and reputation of the profession, to serve the interests of society, and above all to safeguard the interests of individual patients and clients.

Each registered nurse, midwife and health visitor is accountable for his or her practice, and in the exercise of professional accountability shall:-

1. Act always in such a way as to promote and safeguard the well being and interests of patients/clients.
2. Ensure that no action or omission on his/her part or within his/her sphere of influence is detrimental to the condition or safety of patients/clients.
3. Take every reasonable opportunity to maintain and improve professional knowledge and competence.
4. Acknowledge any limitations of competence and refuse in such cases to accept delegated functions without first having received instruction in regard to those functions and having been assessed as competent.
5. Work in collaborative and co-operative manner with other health care professionals and recognise and respect their particular contributions within the health care team.
6. Take account of the customs, values and spiritual beliefs of patients/clients.
7. Make known to an appropriate person or authority any conscientious objections which may be relevant to professional practice.
8. Avoid any abuse of the privileged relationship which exists with patients/clients and of the privileged access allowed to their property, residence or workplace.
9. Respect confidential information obtained in the course of professional practice and refrain from disclosing such information without the consent of the patients/client, or a person entitled to act on his/her behalf, except where disclosure is required by law or by the order of a court or is necessary in the public interest.
10. Have regard to the environment of care and its physical psychological and social effects on patients/clients, and also to the adequacy of resources, and make known to appropriate persons or authorities any circumstances which could place patients/clients in jeopardy or which militate against safe standards of practice.
11. Have regard to the workload of and the pressures on professional colleagues and subordinates and take appropriate action if these are seen to be such as to constitute abuse of the individual practitioner and/or to jeopardise safe standards of practice.
12. In the context of the individual's own knowledge, experience and sphere of authority, assist peers and subordinates to develop professional competence in accordance with their needs.
13. Refuse to accept any gift, favour or hospitality which might be interpreted as seeking to exert undue influence to obtain preferential consideration.
14. Avoid the use of professional qualifications in the promotion of commercial products in order not to compromise the independence of professional judgement on which patients/clients rely.

CASH HANDLING

Cash received on behalf of clients should be handed to a Manager and a receipt, signed by a Manager and the employee receiving the money, issued to the relative/client.

COLLECTIONS FROM EMPLOYEES

Collections from employees are not allowed on the premises without the express permission of a Manager.

COMPUTERS/TELECOMMUNICATIONS

You should only access the computer if you are specifically authorised to do so as part of your duties or have been told to do so by a Manager. Unauthorised entry to the computer constitutes gross misconduct under the Home's disciplinary procedure.

You must not use unauthorised disks or software when working on computer terminals. Such use may introduce computer viruses and this will therefore be treated as gross misconduct. Similarly, the playing of games on the Home's equipment is not permitted.

You should be aware that we reserve the right to carry out random recording or monitoring of communications transmitted over our system for a variety of purposes including: -

- establishing the existence of facts;
- preventing or detecting crime;
- ascertaining or demonstrating standards which are achieved or ought to be achieved by persons using the system;
- investigating or detecting unauthorised use of the telecommunications system;
- ensuring the effective operation of the system.

Our telecommunications system (including use of internet, intranet and e-mail) is for communications on matters directly concerned with the business of the organisation. Any use other than work related must be with prior permission of management.

You will notice that one purpose of recording or monitoring is to detect unauthorised use of the telecommunications system. For the sake of clarification a non-exhaustive list of unauthorised use of the system includes personal correspondence, defamatory or frivolous communications, offensive communications and messages that could be construed as harassment or bullying.

Unauthorised use of our telecommunications system will be regarded as a disciplinary offence and any data obtained from recording or monitoring may be used as evidence as part of a disciplinary procedure.

CONFIDENTIALITY

Both during and after termination of your employment with us you must not divulge to any outside body any confidential information concerning our business, including any details of clients and their medical records.

Any information we provide to you is regarded as confidential unless :-

- a. it is freely available to the general public;
- b. it is freely available to members of our profession.

You must not remove any documentation of any description including computer/disc based information nor take copies of such documentation for your personal use or the use of a competitor or third party either during or after termination of your employment.

DRESS AND APPEARANCE

Our policy is to provide pleasant surroundings for our clients together with a high standard of service. For this reason it is essential that you report for work with clean and tidy uniforms which must be worn at all times when you are on duty. We expect all of you to co-operate by paying attention to your appearance and personal hygiene. Hair must be clean and tidy with long hair tied back and well secured. Nails should be of reasonable length and free from lacquer. Jewellery of a modest and conventional nature is acceptable.

Where items of clothing are provided by the Home you are responsible for laundering them and they should be worn at all times when at work. On leaving the Home's employment they must be returned, otherwise a deduction from your final wages will be made to cover their cost.

EXPENSES

It is our policy that employees who incur reasonable expenses in the furtherance of their duties should be reimbursed such that they are neither out-of-pocket nor gain financially. Where the use of a private car is made on Home business, you will be reimbursed at a mileage rate notified to you by management.

FOOTWEAR

Sensible, flat heeled shoes must be worn when on duty. Sandals are not acceptable.

GAMBLING

Gambling on the Home's premises and/or during working hours is forbidden.

GIFTS TO STAFF

You must not accept gifts or hospitality from a supplier or client/relative within the Home. Should you accept any gift or token you will be subject to disciplinary action.

HOURS OF WORK

It is a condition of employment that you are flexible with regard to hours of work and are prepared to work shift systems if the necessity arises.

HOUSEKEEPING

Both from the point of view of safety and of appearance work areas must be kept clean and tidy. Care must be taken when storing and using chemicals. Any spillage of chemicals must be cleaned up by the individual(s) involved and in accordance with published instructions.

JOB FLEXIBILITY

In the interest of operational efficiency you may be required to transfer to alternative work or unit and it is a condition of employment that you are willing to do so, when requested.

LAY-OFF WITHOUT PAY

We strive to provide work for all employees and will do all in our power to continue to do so.

However, there may be occasions when this is not possible and we experience a shortage of work in general or in specific areas. When such a shortage occurs we will seek to reduce overtime to a workable minimum and restrict recruitment where appropriate. In addition we will seek to provide alternative work in accordance with the above Job Flexibility provision.

If the above actions are neither viable nor available then it may be necessary for you to be laid-off from work without pay. It is a condition of employment that you may be laid-off without pay due to shortage of work. In such circumstances the appropriate Statutory provisions will be applied.

At all times the overriding considerations will be the future viability of the organisation.

MOBILE PHONES

Staff must ensure that their personal mobile phones are switched off during normal working hours.

NOTICE BOARD

It is your responsibility to keep yourself informed of any notice displayed on the Home's notice board(s) and to comply with any instructions stated. Alleged ignorance of any notice will not be accepted as an excuse for non-compliance.

OPERATING PROCEDURES

You must make sure you are always aware of the contents of and work within the policies, rules and procedures outlined in our Operating Procedures Manual.

OTHER EMPLOYMENT

If you wish to take additional employment outside the Home you must obtain the Home Manager's permission before doing so as it is necessary under the Working Time Regulations for the Home to be aware of those employees who have secondary employment.

OVERPAYMENT OF WAGES/SALARIES

If you think you have been wrongly paid please notify management immediately. Any overpayment will be deducted from the next payment.

OVERTIME

There are times when it is necessary for you to work additional hours to those quoted in your contract statement within the limits set by the Working Time Regulations, and it is a condition of employment that you are willing to do so, when requested. Where you are entitled to payment for such hours the rates will be as per your Principal Statement (Form CS1) as amended. All times in excess of the normal shift time must receive authorisation from the Home Manager before any payment is made.

PARKING

All vehicles parked on the premises must be parked so as not to obstruct access and they are parked at the owner's risk. It is your responsibility to ensure that your vehicle is parked in a safe area. Vehicles must not be parked at the front of the building and should be parked only in the designated area.

PERSONAL FILE RECORDS

You should be aware that relevant details, letters, notes etc, appertaining to your employment with us, and other related matters, are retained in a confidential personal file. The contents of your file will only be used for necessary business purposes and will not be disclosed to third parties (save for those to whom we have a statutory duty to disclose) without your express approval.

You must inform the Home of any changes to your personal circumstances, e.g. name, address, next of kin etc.

PERSONAL MAIL

Personal mail must not be addressed c/o the Home unless prior approval has been given by Management.

PERSONAL PROPERTY

No liability is accepted for any loss of, or damage to, personal property brought into the Home. You are asked not to bring personal items of value onto the premises and, in particular, not to leave any items overnight.

PERSONAL TELEPHONE CALLS

Telephones are provided for essential aspects of the Home's business and must not be used for other purposes except in an emergency or when prior permission has been obtained. You may use the pay-phone where provided. Incoming calls should be kept to a minimum.

REDUNDANCY

If after considering the measures detailed under "Lay-Off Without Pay", circumstances exist or arise where redundancy is seen to be a possibility the first steps will be to consult with employees. Such consultation will include the consideration of the retirement of employees over the normal retirement age and applications for voluntary redundancy where acceptable to us.

If the selection of employees for redundancy becomes necessary, the following (and not exhaustive) Selection Criteria will be considered:-

Previous work experience and the ability to perform other jobs.

Previous disciplinary, absence and timekeeping records.

Previous job performance and the ability to be retrained.

At all times the overriding consideration will be the future viability of the organisation.

REST ROOM FACILITIES

The rest room facilities are provided for your benefit. We reserve the right to withdraw the facilities if they are abused.

RETIREMENT

The normal retirement age is 60.

RIGHTS OF SEARCH

We have the right to carry out random checks on the identity, persons and property (including vehicles) of employees at any time whilst they are on our premises or business. It is understood that such checks in themselves do not imply suspicion in relation to the individual concerned.

Wherever practicable you will be accompanied by a third party who is on the premises at the time a search is taking place or at the time any further questioning takes place.

You may be asked to remove the contents of your pockets, bags, vehicles, etc.

Whilst you have the right to refuse to be searched, refusal can constitute a breach of contract which could result in your dismissal.

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

STAFF ROOM

Staff Room facilities are provided for use during break times. The facility is provided for your benefit and any abuse of the facility will result in disciplinary action being taken against you.

STATEMENTS TO THE MEDIA

Any statements to reporters from newspapers, radio, television, etc., will be given only by the Home Manager.

TERMINATION OF EMPLOYMENT

If you wish to terminate your employment with us you must give us the period of notice quoted in your contract statement and work it, unless agreed otherwise. Failure to give the proper notice and work it, in the absence of any other agreement, would be a breach of your contractual obligation. In the event of any such breach the Home will be entitled to make a deduction from your final payment equal to the damages sustained by the Home as a consequence of your breach. In circumstances where damages are in excess of monies due the Home reserves the right to pursue a claim in the appropriate Court.

When you wish to tender your resignation you must do this by letter or by using the Notification of Resignation form stating your final date of employment. The notice should be given to your Manager.

An early leaving date may be mutually agreed with the employee at the complete discretion of management.

An exit interview may be requested by Management at which you will be encouraged to discuss aspects of your job and the reasons for leaving. Information gained at such an interview will be used to monitor staff turnover and to identify any potential problem areas.

TRAINING COURSES

It is a condition of your employment that you are prepared to attend appropriate training/education courses, for the benefit of both the Home and yourself. Normally training required by the Home or statutory regulation will be within working time. Other courses will usually be outside normal time.

Should some or all of the course fees be paid for by the Home an appropriate Training Fees Agreement will be drawn up prior to the commencement of the course.

Should you:-

- not start the course; or
- fail to complete the course; or
- subsequently terminate your employment, or your employment is terminated by your employer for any reason, other than redundancy, within 12 months of completing the course;

then some or all of the course fees, including any related costs e.g. books and examination fees incurred by your employer as defined by the Training Fees Agreement may be deducted from your next or final salary/payment as appropriate. In the event of termination of employment the deduction will be on a proportional basis e.g. if the course cost £1,200 but you leave after 11 months the Home will deduct £100.

If there is insufficient in the final salary/payment to deduct these costs the Home reserves the right to pursue you for the balance.

VENDING MACHINES

Where provided, the vending machine facilities are for your benefit. We reserve the right to withdraw the facilities if they are abused.

EQUAL OPPORTUNITIES POLICY

1. STATEMENT ON EQUAL OPPORTUNITIES

- 1.1 The Home is committed to the principle of equal opportunities in employment and declares its opposition to any form of less favourable treatment, whether through direct or indirect discrimination accorded to employees or job applicants, on the grounds of their race, religious beliefs, creed, colour, disability, ethnic origin, nationality, marital/parental status, sex or sexual orientation.
- 1.2 The Home recognises its obligations under the Sex Discrimination Acts, Race Relations Act and Disability Discrimination Act and the spirit and intent of the related Codes of Practice:
- for the elimination of discrimination on grounds of sex or marital status and the promotion of equality of opportunity in employment;
 - for the elimination of discrimination on grounds of race and the promotion of equality of opportunity in employment;
 - for the elimination of discrimination on the grounds of disability and the promotion of equality of opportunity in employment.

2. EMPLOYMENT PRACTICES

- 2.1 The Home states its wholehearted support for the principles and practices of equal opportunity and recognises that it is the duty of all employees to accept their personal responsibility for fostering a fully integrated community at work by adhering to the principles of equal opportunity and maintaining racial harmony.
- 2.2 The Home will actively promote equal opportunities throughout the organisation through the application of employment policies which will ensure that individuals receive treatment that is fair and equitable and consistent with their relevant aptitudes, potential, skills, experiences and abilities. All managers and supervisors will seek to ensure that all employees comply with these principles.
- 2.3 The Home will ensure that individuals are recruited and selected, promoted and trained on objective criteria having regard to the relevant aptitudes, potential, skills, experiences and abilities. In particular, no applicant will be placed at a disadvantage by requirements or conditions which are not necessary to the performance of the job or which constitute indirect unfair discrimination. Reasonable adjustments will be taken where a disabled person is put in a detrimental position and such reasonable adjustments remove the detriment.
- 2.4 The Home recognises the problems that sexual or racial harassment may cause at work and is committed to ensure that such unacceptable behaviour does not take place. Sexual harassment includes (but is not limited to) unwanted physical contact, suggestive remarks or behaviour, compromising invitations, demands for sexual favours and similar unwanted behaviour. Racial harassment is similarly unwanted treatment but is concerned with derogatory treatment and language on racial grounds. All forms of harassment are abhorrent and will not be tolerated by the Home. Sexual and racial harassment are regarded as unlawful discrimination and additionally may also be subject to criminal proceedings. All such cases will be dealt with under the Disciplinary Procedure.

- 2.5 The Home recognises that the detriment a disabled person endures as a consequence of their disability can, in many instances, be removed by the adoption of reasonable adjustments. The Home is committed to ensure that such adjustments will be effected where reasonably practicable and where the detriment is substantial.

3. MONITORING AND REVIEW ARRANGEMENTS

- 3.1 The Home recognises that the regular monitoring of ethnic origin, sex and disabilities of employees and applicants is essential to the thorough review of the effectiveness of this Policy and to this end the Home will initiate equal opportunity monitoring.
- 3.2 The successful implementation of this Policy depends upon the regular examination and progress towards equal opportunity.
- 3.3 The Home will review the physical features and arrangements affecting any newly disabled employee and will take such steps as is reasonable to prevent substantial disadvantage.

4. GRIEVANCE AND DISCIPLINARY PROCEDURES

- 4.1 The Home will ensure that any individual or group of employees who believe that they have experienced direct or indirect unfair discrimination are properly represented in any grievance proceedings. Any employee who feels that he or she has been treated unfairly in connection with their employment should raise their grievance through the Grievance Procedure when every effort will be made to secure a satisfactory resolution. In addition the Home will ensure that any employee making a complaint of unfair discrimination (or any employee assisting or representing) will be protected from any victimisation.
- 4.2 The Home will continue to treat unfair discriminatory conduct by any member of staff as a disciplinary offence.

5. TRAINING AND ADVERTISING

- 5.1 The Home will train, develop and promote on the basis of merit and ability only. The Home will seek to encourage employees and applicants who may have been traditionally discriminated against or where there are none or very few of that sex or race or where there are few employees with a disability in any particular job or location.
- 5.2 When vacancies are advertised both internally and externally, the Home will continue to ensure that such advertising, both in placement and content, is compatible with the terms of this Policy. To this end, opportunities will be taken through language, images or declarations, as appropriate, to show that the Home is an equal opportunities employer. In practical terms this means that the wording of advertisements will be carefully scrutinised to ensure that any hidden discrimination is avoided or that sexually, racially or disability loaded wording is avoided. Every effort will be made to ensure that the advertisements are placed in newspapers and publications so that as wide a readership as possible has access to the vacancies. This may include the placing of advertisements in ethnic publications and women's magazines.

- 5.3 To this end, "word of mouth" advertising, personal contacts and family relationships will be discouraged as the only means of recruiting new staff or promoting existing staff.

6. COMMUNICATION

- 6.1 The principles in this Policy will be brought to the attention of all staff by means of publication in the Employee Handbook.
- 6.2 All employees are encouraged to bring to the attention of their immediate Superior any act of discrimination they observe.
- 6.3 Employees who are newly disabled are encouraged to bring this to the attention of their immediate Superior to enable a review of their treatment to be made. This review will include an assessment of physical features and arrangements to ensure that these do not place the disabled person at a substantial disadvantage. Where they do, then adjustments will be effected where reasonable to do so.

7. SEXUAL AND RACIAL HARASSMENT

7.1 **Preamble**

Sexual and racial harassment are both forms of unlawful sex and racial discrimination and as a consequence is unlawful behaviour. It is also improper and inappropriate behaviour which lowers morale and interferes with the effectiveness of people at work.

It is the policy of this organisation to make every effort to provide a working environment free from sexual or racial harassment and intimidation.

All employees are expected to comply with the policy and to ensure that such conduct does not occur. Appropriate disciplinary action including summary dismissal for serious offences will be taken against any employee who violates this policy.

7.2 **Definition**

Sexual and racial harassment means unwanted conduct of a sexual or racial nature or conduct based on sex or racial abuse which is offensive to the recipient.

Sexual harassment does not refer to behaviour of a socially acceptable nature. It refers to behaviour which is unsolicited, that is personally offensive and that fails to respect the rights of others.

7.3 **Examples**

The following are examples of inappropriate behaviour covered by this Policy:-

Physical conduct of a sexual nature: unwanted physical contact including unnecessary touching, patting, pinching or brushing up against another employee's body, assault, coercing sexual intercourse.

Verbal conduct of a sexual or racial nature: unwelcome sexual advances, propositions or pressure for sexual activity, continued suggestions for social activity outside the workplace after it has been made clear that such suggestions are unwelcome, offensive flirtations, suggestive remarks, innuendoes or lewd comments.

Non-verbal conduct of a sexual nature: the display of pornographic or sexually suggestive pictures, objects or written materials, leering, whistling or making sexually suggestive gestures.

Sex-based or racially abusive conduct: conduct which denigrates or ridicules or is intimidatory or physically abusive to an employee because of his or her sex or race such as derogatory or degrading abuse or insults which are gender related or of a racial nature and offensive comments about dress or appearance or physique, hygiene etc.

8. DUTY OF MANAGERS AND SUPERVISORS

All supervisors and managers are responsible for eliminating any sexual or racial harassment or intimidation of which they are aware. Failure to do so will be treated as a failure to fulfil all the responsibilities of their position. Similarly, all supervisors and managers are responsible for eliminating less favourable treatment of disabled persons for a reason or reasons which relate to their disability. Again, failure to do so will be treated as a failure to fulfil all the responsibilities of their position.

No supervisor or manager shall threaten or insinuate, either explicitly or implicitly, that an employee's rejection of sexual advances or resistance to any racial abuse will be used as a basis for an employment decision affecting that employee. Such conduct shall be treated by the Home as a serious disciplinary offence by the supervisor or manager.

9. SEXUAL HARASSMENT COMPLAINTS PROCEDURE

It is clearly inappropriate for the normal grievance procedure to be used for complaints of harassment particularly where it is their manager of whom the person makes the complaint.

9.1 Wherever possible the person who believes that they are the subject of sexual or racial harassment should ask the person responsible to stop the harassing behaviour. Where this does not stop or some employment consequences result then a complaint under 9.2. below should be made.

9.2 An employee who believes that they have been the subject of sexual or racial harassment should report the alleged act to the appropriate line manager, Director or a nominated officer of the same sex or race wherever possible.

9.3 A timely investigation will be conducted into the complaint in a confidential manner. All parties will be guaranteed a fair and impartial hearing.

In any serious case of alleged harassment either or both of the parties may be suspended on full pay pending the completion of the investigation.

The victim will be interviewed preferably by a person of the same sex/race. Confidentiality will be assured. A diary should be kept by the victim of the details of the allegations and dates when they occurred.

- 9.4 If the investigation reveals that the complaint is valid, senior management will give it its prompt attention and disciplinary action will be taken to stop the harassment immediately and prevent its recurrence. In such circumstances if relocation proves necessary, every effort will be made to relocate the harasser and not the victim.
- 9.5 Employees shall also be protected from intimidation, victimisation or discrimination for filing a complaint or assisting in an investigation. Retaliation against an employee for complaining about harassment is a disciplinary offence and is also actionable through the Employment Tribunals.

3. HEALTH, SAFETY & ENVIRONMENTAL POLICY STATEMENTS & PROCEDURES

This section contains important information, rules and procedures concerning you in respect of Health and Safety matters.

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