



Employee Handbook

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Contents Page

Introduction

Staff Code of Conduct

Holiday Entitlement and Conditions

- obtaining approval procedure
- carrying holiday over
- entitlement
- new employees
- holiday rules
- religious holidays
- illness during holiday
- late return from holiday

Sickness/Injury Payment and Conditions

- sickness absence policy
- procedure

Disciplinary Rules and Procedures

- gross misconduct and summary dismissal
- procedures
- informal warnings
- formal warnings
- summary dismissal
- suspension
- appeal
- disciplinary and dismissal appeals
- procedure
- grievances
- procedure

additional clauses

General Notices

- probationary period
- employee training
- performance and review
- changes in personal details
- pay and benefits
- maternity rights

Security

- rights of search
- confidentiality
- copy right
- inventions/discoveries
- other employment
- statements to the media

Standards

- wastage
- standards of dress
- house keeping

Welfare and Hygiene

- protective clothing
- hygiene

General Rules and Procedures

- time off
- communications
- parking
- employees property
- lost property

- mail
- telephone calls
- buying or selling goods
- collection from employees

Termination of Employment

- redundancy
- retirement
- occupation pension provision
- voluntary redundancy
- employees termination without giving notice

Introduction

The success of any organisation 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 are an Equal Opportunity Employer, committed to the principle of equality regardless of race, creed, colour, nationality, sex or disability. We will apply employment policies, which are fair, equitable and consistent with the skills and abilities of our employees and the needs of the business. These policies will ensure that all employees are accorded equal opportunity for recruitment, training and promotion on equal terms and conditions of employment in all jobs of equal value.

It is also our policy not to perpetuate or condone any discriminatory act or attitude in the conduct of our business with the public or our employees and acts of race or sex discrimination (including sexual harassment) are disciplinary offences.

We welcome you and express our sincere hope that you will be happy here in our team. We ask that you study carefully the contents of this Employee Handbook as, in addition to setting out our rules and regulations, it also contains a great deal of helpful information.

Staff code of conduct

- Staff is expected to show courtesy and consideration to the Service User, their family and friends at all times.
- They must co-operate as fully as possible with other agencies or professionals involved in the care of the Service User.
- Staff must behave honestly and with integrity.
- Staff must act with care and diligence.
- Staff must carry out their duties in an unobtrusive manner and must respect the Service User's privacy as fully as possible.
- The Service User should be addressed by their title, e.g. Mr., Mrs. Etc unless otherwise instructed by the Service User or their representative.
- Staff are not permitted to smoke except in the designated smoking area.
- Gifts, loans of money or other gratuities must not be accepted from the Service User or their relatives. If in doubt, ask for advice from your supervisor or home manager.
- Staff should maintain a professional appearance whilst on duty in accordance with the home's dress code. Excessive make-up and perfume should be avoided. Long hair should be tied back. Jewellery should be kept to a minimum when working as a care assistant, in the kitchen or as a domestic. Fingernails should be an appropriate length depending on duties of each role.
- Staff must work within the guidance of the company policy on confidentiality and must ensure that the Wellbeing Residential Group's reputation and the privacy and dignity of the Service User are maintained.
- Staff must not give or disclose, directly or indirectly, any information about the Wellbeing Residential Group's business interests.
- Staff are expected to work to the standards set out in the document 'Code of Practice for Social Care Workers' written by the General Social Care Council, September 2002.

Holiday Entitlement and Conditions

The following rules apply to all holidays (subject to the discretion of line managers).

1. Annual holiday may not be taken at the following times of the year due to business needs 23rd December until 2nd January.
2. Annual holiday may not be taken in conjunction with public holidays for care, catering and domestic services.
3. No more than 1 or 2 members of the same department may take holiday at any one time (dependant on role). Where there are conflicting holiday requirements, priority will be given to the employee whose request was received first.

4. No more than 2 weeks of annual holiday may normally be taken at any one time. Employees wishing to exceed this limit must make their request to management at least 2 months in advance.
5. Any employee who takes annual holiday which has not been previously approved may be subject to disciplinary action, which includes dismissal.

Religious Holidays

Employees who wish to observe religious holidays, which do not coincide with public holidays in England and Wales, or Scotland/Northern Ireland are required to use their normal annual holiday entitlement or take unpaid leave. Every effort will be made to accommodate such requests, which will be refused only in exceptional circumstances.

Illness during Holiday

Any days of illness experienced by employees during a period of annual leave will still be regarded as days of holiday. Days of holiday lost through illness therefore may not be taken at a later date.

Late Return from Holiday

If, for any reason, employees know that they will be late returning from holiday, they must contact the organisation and notify their late return as soon as possible. Failure to do so will render the employee liable to disciplinary action for unauthorised absence. Such disciplinary action may include dismissal.

Carrying Holiday Over

1. The Wellbeing Residential Group's holiday year runs from 1st January to 31st December. All holiday entitlement for the year must be taken within it. No payment in lieu will be made for any holiday not taken, other than in respect of holiday (over and above the statutory entitlement) not taken as a result of the business needs of the Wellbeing Residential Group.
2. Employees are not allowed to carry forward any unused holiday to the next year (unless they have obtained their manager's prior approval, in which case such holiday must be taken no later than 2 months after the end of the holiday year to which the unused holiday relates).

Entitlement

1. Employees are entitled to 28 days leave per year (including public holidays)

New Employees

1. Where employees join the Wellbeing Residential Group part way through the holiday year, their entitlement to annual leave will be proportionate to the amount of time left in the holiday year (with fractions of days rounded up to whole days). No service with any other employer will count for the purposes of assessing entitlement to annual leave.
2. During the first year of employment with the Wellbeing Residential Group, the amount of annual leave that the employee may actually take at any time is limited to the amount accrued at that time. The amount accrues, monthly in advance, at the rate of one-twelfth of the annual entitlement per month (rounded up to the nearest half-day).

3. Notwithstanding the usual rules on accrual for new employees, every effort will be made to meet their needs in respect of commitments to holidays already made. New employees must stipulate pre-arranged holiday commitments at interview stage.
4. Where holiday arranged prior to commencement with the Wellbeing Residential Group exceeds the new employees' annual holiday entitlement, unpaid holiday up to a maximum of 2 weeks may be granted at the discretion of the new employees' line manager.

Sickness/injury payments and conditions

Policy Statement

The Wellbeing Residential Group aims to secure the attendance of all employees throughout the working week. However, it recognises that a certain level of absence may be necessary due to sickness. It is the Wellbeing Residential Group's policy to offer security of employment during such periods, subject to operational requirements.

Procedure

1. Employees who are absent from work due to sickness or accident must conform to the following procedure.
 - 1.1 They must telephone in to the home at the earliest possible opportunity. Unless extreme circumstances then it should always be the member of staff who phones in to work. They should leave a contact number.
 - 1.2 If they return to work after no more than seven days' absence, they must complete a self-certificate in the presence of the line manager. This is completed during the employees' Return to Work Interview on or before their first shift back at work.
 - 1.3 If their absence lasts for longer than seven days, they must forward medical certificates to their manager.
2. Where an employee's attendance record is over 3% of working shifts (in rolling 12 months) or worse than those of comparable employees, or where it creates a particular operational difficulty, or it has gone on for a considerable length of time, the following procedure will be operated.
3. Where appropriate, and after initial assessment of, the employee's absence, the Home Manager will have an informal meeting with the employee to explore the reason(s) for his or her periods of absence. The employee may be accompanied by a colleague or trade union official if he or she wishes.
 - 3.1 If the absence involves frequent and persistent short term periods of absence, the manager conducting the interview will aim to:
 - 3.1.1 identify the frequency and reason for the absences and ensure that the employee is aware that the absence record is giving cause for concern
 - 3.1.2 advise the employee to seek proper medical attention if there is an underlying medical problem. A medical report will be requested, if appropriate
 - 3.1.3 inform the employee that persistent short-term absences are unacceptable
 - 3.1.4 give consideration to any personal problems the employee may have and possible ways of helping the employee resolve them

- 3.1.5 agree a reasonable period of time over which the employee's attendance can be assessed
- 3.2 indicate that if absenteeism persists, the Home Manager may have to invoke the disciplinary procedure. A letter will be drafted confirming the facts, the action to be taken and specifying what will happen if attendance is not improved.
- 3.3 If the issues involve long-term ill health, the manager conducting the interview (if appropriate) will:
 - 3.3.1 seek to establish the reasons for absence and its likely duration. The employee should be asked to consent to the Wellbeing Residential Group contacting his or her doctor in order to establish the likely length of absence and the long term effect on capability in relation to job performance and attendance at work. The employee may also be asked to see a doctor appointed by the Wellbeing Residential Group to enable a medical report to be prepared for the employer
 - 3.3.2 consider offering alternative employment or a shorter working week if this would enable the employee to return to work
 - 3.3.3 inform the employee that long term absence due to ill health may put the employee's employment at risk, bearing in mind the needs of the Wellbeing Residential Group at that time
 - 3.3.4 set a date at which point dismissal will be considered. The employee is still unable to return to work. A letter will normally be drafted confirming the facts and the action to be taken. The letter will be handed to the employee where possible or sent by recorded delivery.
- 4 If the employee's attendance record does not improve and the employer has no reasonable grounds to believe that there will be an improvement in the foreseeable future, the Wellbeing Residential Group may embark on a procedure to dismiss the employee. In this case, the statutory dismissal and disciplinary procedure must be followed. The employer must first write to the employee stating the circumstances (ie why dismissal on grounds of lack of capability is being contemplated) and calling the employee to a formal meeting. The employer should also notify the employee of the right to be accompanied at the meeting. The employee must make every reasonable effort to attend the meeting. At the meeting itself, the employer should give the employee a full opportunity to make representations. The employer must also give the employee the right to appeal, if it is subsequently decided to dismiss the employee.
- 5 In cases where the employee is disabled within the meaning of the [Disability Discrimination Act 1995](#), the manager conducting the interview will:
 - 5.1 seek to establish the nature of the illness and its likely duration. The employee should be asked to consent to the Wellbeing Residential Group contacting his or her doctor in order to establish the nature of the illness, its likely duration and its effect on the employee's ability to carry out his or her job. The employee may also be asked to see a doctor appointed by the Wellbeing Residential Group to enable a medical report to be prepared for the employer. A Health Risk Assessment should be completed by manager or supervisor.
 - 5.2 consider making reasonable adjustments to the particular job to accommodate the employee's short term or long term requirements;
 - 5.3 consider offering alternative employment or a shorter working week or such other adjustments to the employee's job as may be reasonable in the circumstances.

- 6 Employees may appeal against the decision to dismiss in writing to Bob Dhaliwal at the Wellbeing Residential Group, address giving the reasons for the appeal. This appeal should be made within five working days.
- 7 An employee who fails to comply with notification or certification procedures or who otherwise abuses the Wellbeing Residential Group's rules on sickness absence will be dealt with under the disciplinary procedure.

Disciplinary Rules and Procedures

Gross Misconduct and Summary Dismissal

Gross misconduct is a single act of misconduct which is of such a fundamentally serious nature that it justifies immediate dismissal, known as summary dismissal. Summary dismissal means the termination of an employee's employment without notice or pay in lieu of notice on the grounds of the employee's gross misconduct.

For summary dismissal to be justified, the actions of the employee must have fundamentally undermined the duty of trust and confidence between employee and employer, to the extent that the employer is no longer required to retain the employee in employment or be bound by any of the terms of the contract (including the requirement to give notice).

Care should be exercised as a summary dismissal can be an unfair dismissal if the correct procedures are not followed. Although the employer can dismiss the employee without notice following an incident of gross misconduct, the employer must first follow the normal disciplinary processes, for example the employer must properly investigate the alleged misconduct and conduct a disciplinary interview before concluding that dismissal is the appropriate response.

Some examples of gross misconduct include:

- theft
- fraud or deliberate falsification of records
- fighting or physical violence
- serious bullying or harassment, including threatening behaviour
- serious misuse of the Wellbeing Residential Group's resources
- deliberate, willful or malicious damage to property
- serious misuse of the Wellbeing Residential Group's computer facilities, including misuse of e-mail and Internet access
- serious insubordination
- deliberate or flagrant failure to follow the Wellbeing Residential Group's procedures and regulations
- being under the influence of alcohol or illegal drugs at work
- serious negligence which causes or might cause unacceptable loss, damage or injury
- serious infringement of health and safety rules
- raising a grievance or making an allegation maliciously
- driving a vehicle belonging to the Wellbeing Residential Group without permission
- criminal conduct outside of work that is relevant to the employment, or that might cause damage to the Wellbeing Residential Group's reputation
- disclosure without authority of confidential information to an outside person or Wellbeing Residential Group
- refusal to attend for a medical examination with an occupational doctor if reasonably asked to do so

- acting in any way that might reasonably bring the Wellbeing Residential Group's name into serious disrepute.
- In transport, tampering with equipment such as speed limiters and tachographs.
- For drivers, loss of driving licence for any reason.

The above list is not intended to be exhaustive.

There is no legal list of what constitutes gross misconduct and it is up to each employer to devise their own rules and ensure that these are properly communicated to all employees. The list should state that it is not all-inclusive, but that other offences of similar gravity may be considered gross misconduct, depending on the circumstances.

Disciplinary and Dismissal Process

The Wellbeing Residential Group aims to ensure that there will be a fair and systematic approach to the implementation of standards of conduct affecting all grades of employee within the Wellbeing Residential Group. To this end the following procedure will apply.

Procedure

Informal Warnings

1. Minor breaches of discipline, misconduct, poor time-keeping, etc may result in an informal oral warning given by the employee's immediate superior.
2. An informal warning will be recorded and retained in the employee's file and will remain active for disciplinary purposes for 12 months.
3. It is expected that in most cases an informal oral warning will resolve most difficulties. Where an employee commits a more serious act of misconduct or fails to improve and maintain that improvement with regard to conduct, behaviour or job performance, the formal steps detailed below may be taken.

Formal Warnings

1. A disciplinary hearing conducted by the Home Manager will be held. In good time before the hearing the employee will be advised in writing of the reason(s) for thinking that the employee is guilty of misconduct or unsatisfactory job performance, provided with any evidence such as copies of witness statements and informed of the right to be accompanied at the hearing by a work colleague of his or her choice, or a trade union official. A trade union official means a full-time official or a lay official certified by the union as having experience of, or having been trained in, acting as a companion at disciplinary hearings. It should be noted that neither spouse/partner nor solicitor are suitable companions.
2. At the disciplinary hearing, the employee will be invited to state his or her case and to answer the allegations against him or her. If, following the hearing, it is decided that disciplinary action should be implemented; the employee will be told of the decision and given a letter in confirmation of this within 5 days.
3. In the case of minor offences the employee will be given a formal oral warning. Employees should be advised of the reason for the warning, that it constitutes the first stage of the disciplinary procedure and of their right of appeal.
4. In the case of a more serious offence, or if a further offence occurs within the currency of a prior warning, the employee may be given a formal written warning or, where the offence is sufficiently serious, a final written warning. The written confirmation will state:
 1. details of the misconduct or complaint that has occasioned the warning

2. details of the action necessary to remedy the situation and any period of review
3. the period of time the warning will remain active on the employee's file for disciplinary purposes
4. that the employee has the right to appeal against the warning
5. that any further misconduct of any kind will result in:
 1. dismissal with appropriate notice in the case of a final written warning, or
 2. a further disciplinary hearing and a final written warning which, if unheeded, may result in dismissal with notice.
5. The final decision to dismiss can only be taken by Bob Dhaliwal when satisfied with the facts of the case, the relevance of any mitigating factors and after interviewing the employee concerned.
6. Alternative disciplinary actions short of dismissal may be considered. These are:
 1. suspension without pay up to a maximum of seven days
 2. demotion to a suitable job, if one is available
 3. transfer to another section or department or to another unit or branch of the Wellbeing Residential Group
 4. loss of seniority, pay increment or discretionary bonus.

Summary Dismissal

1. Employees may be summarily dismissed if it is established, after investigation and hearing the employee's version of the matter, that there has been an act of gross misconduct, major breach of duty or conduct that brings or might bring the Wellbeing Residential Group's name into disrepute.
2. Gross misconduct includes (but is not limited to):
 1. serious acts of insubordination
 2. serious breaches of health and safety rules
 3. theft
 4. fraud and deliberate falsification of records
 5. being under the influence of alcohol or drugs during working hours
 6. serious negligence (even a single error where the actual or potential consequences are extremely serious), which causes, or is likely to cause, unacceptable loss, damage or injury
 7. flagrant failure to follow the Wellbeing Residential Group's documentary procedures and regulations
 8. breach of duty regarding non-disclosure of confidential information
 9. deliberate or negligent damage to the Wellbeing Residential Group's property
 10. disorderly or indecent conduct
 11. fighting on the Wellbeing Residential Group's premises or threatening physical violence
 12. acts of incitement or actual acts of discrimination or harassment on the grounds of sex, trans-gender status, marital status, civil partnership status, pregnancy, colour, race, nationality, national origins, ethnic origins, religion or belief, religious practices, sexual orientation, disability or age.
 13. misuse of the employer's computer system, including misuse of e-mail and internet access.

Suspension

1. The employee may, at the employer's discretion, be suspended with pay while the circumstances of any complaint or allegation are investigated.
2. In cases of potential gross misconduct, suspension with pay will be automatic.

3. Such suspension does not constitute a disciplinary sanction but is instigated in order to allow the Wellbeing Residential Group to investigate the conduct in question properly.

Appeal

1. The employee may appeal in writing to Bob Dhaliwal against any disciplinary action within 5 days of receipt of the letter confirming the action taken.
2. An appeal hearing will be held.
3. The employee will have the right to be accompanied at the appeal hearing by a work colleague of his/her choice or a trade union official. A trade union official means a full-time official or a lay official certified by the union as having experience of, or having been trained in, acting as a companion at disciplinary hearings. It should be noted that neither spouse/partner nor solicitor are suitable companions
4. Following the hearing, the appeal decision will be confirmed in writing.
5. The decision at the end of the appeal is final.
6. The decision may include:
 1. the original decision is upheld
 2. the original decision is withdrawn
 3. suspension without pay
 4. demotion
 5. re-instatement where the employee has been dismissed.

Disciplinary and Dismissal Appeals

The Wellbeing Residential Group wishes to implement its requirements of standards of performance and conduct by its employees as fairly and consistently as possible. To further this aim, where an employee has received a formal oral or written warning or has been dismissed in accordance with the Wellbeing Residential Group's disciplinary procedure, the appeals procedure will apply.

Procedure

1. An appeal against a formal oral or written warning, or dismissal should be made within 5 working days of receipt of the disciplinary or dismissal letter. An appeal may be considered outside this time limit if the employee has good reasons for the delay which were outside his or her control.
2. The appeal should be made in writing, stating the ground(s) on which the employee believes the disciplinary penalty should be reviewed.
3. The letter of appeal should be sent to Bob Dhaliwal. The appeal hearing will normally be held within 5 working days of receipt of the letter.
4. The appeal will normally be heard by a manager senior to the disciplining manager, who was not previously involved in the disciplinary procedure. In circumstances where this is not possible, alternative arrangements will be agreed with the employee and his or her companion.
5. An employee will have the right to be accompanied at the appeal hearing by a work colleague of his or her choice or a trade union official. A trade union official means a full-time official or a lay official certified by the union as having experience of, or having been trained in, acting as a companion at disciplinary hearings. It should be noted that neither spouse/partner nor solicitor are suitable companions.
6. A representative of management will be present at the appeal hearing to keep a record of proceedings.
7. The employee will be given full opportunity to state the ground(s) on which the appeal is made. Should there be any new evidence, the employee or his or her

- companion must be allowed to comment on it. The disciplining manager will have the opportunity to explain his or her decision to impose the given penalty. The manager conducting the appeal may exercise discretion as to whether or not the two parties will be present together or separately during the proceedings.
8. When all the evidence has been heard, the appeal hearing will be adjourned. The manager conducting the appeal will consider the merits of the appeal, in private, before reaching a decision.
 9. The manager of the appeal hearing will, whenever possible, inform the employee orally of the decision reached, and the reasons for it. The decision will be confirmed in writing, no later than 5 days after the hearing. If the decision is final, then this will be made clear to the employee.
 10. The manager of an appeal hearing has the authority to quash or reduce a disciplinary penalty.
 11. Employees should note that an appeal hearing is not intended to repeat the detailed investigation of the disciplinary hearing, but to focus on specific factors which the employee feels have received insufficient consideration, such as:
 1. an inconsistent, inappropriate or excessively harsh penalty
 2. extenuating circumstances
 3. bias of the disciplining manager
 4. unfairness in the conduct of the hearing
 5. new evidence subsequently coming to light.
 12. Where an appeal against dismissal fails, the effective date of termination is the date on which the employee was originally dismissed.
 13. If an appeal is on the grounds that the disciplinary action taken constitutes potentially unlawful discrimination, or that it was not genuinely on grounds of conduct or capability, then the appeal can be treated as a grievance, under the Wellbeing Residential Group's grievance procedure.

Grievances

Policy Statement

The Wellbeing Residential Group recognises that from time to time employees may wish to seek redress for grievances relating to their employment. In this respect, the Wellbeing Residential Group's policy is to encourage free communication between employees and their managers to ensure that questions and problems arising during the course of employment can be aired and, where possible, resolved quickly and to the satisfaction of all concerned.

Where a grievance cannot be dealt with informally, the following procedure should be adopted where an employee has a grievance arising from their employment, except where the matter constitutes an appeal against a disciplinary decision which should be taken up in accordance with the Wellbeing Residential Group's separate disciplinary appeals procedure.

Procedure

1. Where an employee has a grievance arising from employment he or she should initially raise the matter in writing with his or her immediate line manager.
2. The line manager should invite the employee to attend a formal hearing to discuss the grievance. The employee has a statutory right to be accompanied at the hearing by a work colleague of his or her choice or a trade union official. A

- trade union official means a full-time official or a lay official certified by the union as having experience of, or having been trained in, acting as a companion at a grievance hearing.
3. After due consideration, the manager will give a decision in writing, if possible within 5 working days of the grievance hearing, and offer the right of appeal.
 4. If the matter is not resolved, the employee may raise the matter with a more senior manager, such as a departmental or works manager, who will obtain the line manager's record of the grievance, record any additional information and hear the grievance within 5 working days. The employee again has the statutory right to be accompanied by a work colleague of his or her choice or a trade union official at the meeting. A decision will be given in writing, if possible, within five working days of the date of referral. This decision is final.
 5. Grievances concerning an employee's line manager should be referred to a more senior manager (or to the HR Department).
 6. Appeals against disciplinary action and dismissal are not normally heard under the grievance procedure as these can be dealt with through the Wellbeing Residential Group's separate disciplinary appeals procedure. The grievance procedure may, however, be used if either the disciplinary action taken potentially constitutes unlawful discrimination or the employee believes that the real grounds for the disciplinary action are different from the grounds on which the Wellbeing Residential Group claimed to be taking the action are not genuinely related to the employee's conduct or capability. If a disciplinary appeal is pending, however, the complaint can be dealt with at the disciplinary appeal.

General Notices

Probationary Period

You will join us on an initial probationary period of Twelve weeks, unless stated otherwise in your offer letter. During and at the end of this period an assessment will be made of your work performance and, if satisfactory, you will become a member of our regular staff. However, if your work performance is not to the required standard we may either extend the probationary period or terminate your employment. This does not prejudice our right to dismiss in accordance with the notice provisions, or without notice for reason of gross misconduct, should that be necessary.

Employee training

Programmes of mandatory and optional training should be arranged by the homes manager and details of dates and venues circulated to all staff and/or displayed on noticeboards. Staff should also be made aware of training that is considered essential for them to access. It is important that information about courses is provided for temporary staff and bank staff as well as for permanent staff.

All training should be:

- delivered using a method compatible with the nature of the group and the learning objectives
- well planned, well designed and well delivered.

A training programme may consist of a number of training interventions, using a range of methods. Broadly these methods may be considered as either face-to-face or resource-based learning methods.

Face-to-face methods include:

- classroom-based training (lectures, talks, discussions)
- job instruction
- workshops
- role play
- exercises

Resource-based learning methods include:

- computer-based training
- open learning/distance learning
- work books

A training programme may combine both face-to-face and distance learning methods, which may be referred to as *blended learning* or *flexible learning*.

Performance and Review

Our policy is to make sure that your work performance is carefully monitored at regular intervals by means of a personal review. This is done so that we can maximise your strengths and improve any possible weaknesses.

Changes in personal details

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

Pay and Benefits

Employees have a right to:

- be informed of the benefits available to them
- if working part time, receive the same benefits as full time workers, but on a pro-rata basis
- employer-paid National Insurance contributions on most benefits in kind
- be provided with, while on ordinary maternity leave, all contractual benefits - except those that relate directly to pay.

Employees have a duty to:

- supply HM Revenue & Customs with details of costs incurred as a legitimate part of their employment.

Employees should:

- keep themselves informed about the state and nature of their benefits
- review their choice of flexible benefits from time to time.

Deductions from Pay

Employees have a right to:

- protection from unauthorised deductions
- take their employer to an employment tribunal if the employer makes an unauthorised deduction of wages

- lodge a complaint about unauthorised deductions with an employment tribunal.

Employees have a duty to:

- allow any deductions provided for in his or her contract of employment to take place
- allow an employer to recover overpaid wages/annual leave allowance if it is reasonable for the employer to do so and the employee would not be unjustly enriched by the payment.

Employers should:

- give clear written authority to an employer if the employer is to make authorised deductions from his or her pay
- deduct from pay the statutory deductions required by law, including PAYE, national insurance, student loans and court orders
- properly train those in the human resources or payroll departments in the statutory requirements for deductions from workers' pay.

Attachment of Earnings

Employees have a right to:

- a certain level of protected earnings that cannot be deducted from their wages
- receive written notification of any deduction made from wages
- the normal deduction rate if facing a non-priority order.

Employees have a duty to:

- make due payment on any debts to avoid the necessity for an attachment of earnings order
- provide any evidence required to assess the level of protected earnings
- comply with any court requirements and provide accurate information if requested.

Employers should:

- help an employee facing an attachment order by providing information that the employee needs about the order.

National Insurance

Employees have a right to:

- contributory benefits based on their National Insurance Contributions (NICs)
- expect their employer to deduct Class 1 contributions correctly from their earnings
- expect their employer to pay Class 1 contributions deducted over to HM Revenue & Customs on time
- expect that NICs are properly credited to their account
- expect the employer to notify details of NICs deducted from earnings on the employee's payslip
- expect employers to notify details of National Insurance paid in the tax year on the employee's P60.

Employees have a duty to:

- supply employers with a valid National Insurance number
- apply for a National Insurance number and notify the employer when it is received
- respond to employers requests for information in timely fashion.

Employers should:

- do their best to ensure that NICs are deducted correctly from an employee's earnings
- have details of the employee's National Insurance number, age and whether the employee has contracted out.

PAYE and Income Tax

Employees have a right to:

- be paid in accordance with the terms of their contract of employment
- expect the employer to pay deductions over to the Collector of Taxes monthly or quarterly
- if leaving employment during the tax year, a form P45 showing how much they have earned in the tax year to date and the tax deducted from those earnings
- if the employee is still in employment at the end of the tax year, be provided with a certificate, form P60, showing their taxable pay and the tax and NICs taken from that pay.

Employees have a duty to:

- ensure that they have supplied form P45 if they have received one from a previous employer
- complete a form P46 if they do not have a form P45 to allocate the correct tax code.

Employers should:

- do their best to ensure that correct deductions are made for the income tax due under PAYE on their employees' employment income
- ensure that they have all relevant information from their employees
- provide any forms requested by the employer within the required time period.

Statutory Sick Pay

Employees have a right to be:

- paid statutory sick pay (SSP) in accordance with the rules of the SSP scheme
- informed as to the Wellbeing Residential Group's requirements for notifying of absence
- advised of the evidence of incapacity required by the employer.

Employees have a duty to:

- notify the employer of periods of incapacity for work in the correct form and within the correct timescale
- provide evidence of incapacity for work in the form required by the employer

Employers should:

- pay SSP in accordance with the rules of the SSP scheme at the correct rates
- deduct any tax and National Insurance due
- inform employees of rights and obligations under the SSP scheme
- maintain records of SSP
- notify the employee, on form SSP1, where SSP is not payable.

Maternity Rights

Employees have a right to:

- take a period of ordinary maternity leave of 26 weeks, so long as they provide proper notification of their intention to take maternity leave
- take a further 26 weeks of additional maternity leave following on immediately after the period of ordinary maternity leave
- An employee must notify the care home of her pregnancy no later than the end of the 15th week before her baby is due (the expected week of childbirth (EWC)).
- receive statutory maternity pay, subject to their having a minimum of 26 weeks continuous service as at the end of the 15th week before the week the baby is due and subject to their having average earnings that are at least the equivalent of the lower earnings limit for National Insurance purposes in force at the time and having notified the employer of their intention to take maternity leave in the prescribed manner
- receive a response within 28 days after having notified their employer of their pregnancy detailing how long they are entitled to be on leave and the latest date on which they must return to work, based on the start date given
- retain all terms and conditions of employment during ordinary maternity leave except for normal pay
- return to the same job when returning from ordinary maternity leave
- return to the same job when returning from additional maternity leave, unless this is not reasonably practicable, in which case they are entitled to be offered a similar job on terms and conditions which are no less favourable.

Employees have a duty to:

- notify their employer, at least 15 weeks before the baby is due, that they are pregnant, when the baby is expected (an employer may ask for a medical certificate confirming this), and the date on which they intend to start their maternity
- not start their maternity leave before the beginning of the 11th week before the baby is due, unless the baby is born before then
- notify the employer in accordance with the normal rules on sickness absence if they cannot return to work on the specified date because they are ill
- give the employer notice of their resignation, in accordance with their contract of employment, if they decide not to return from maternity leave at all
- give eight weeks notice if they decide to return to work early before the end of their full maternity leave entitlement.
- abide by the law by not returning to work during the first two weeks (four weeks if the employee is a factory worker) after giving birth.

Returning to Work after maternity Leave

1. An employee returning to work during or at the end of ordinary maternity leave has the right to return to the same job as the one she had prior to the commencement of her leave.
2. An employee returning to work from additional maternity leave is entitled to return to the job in which she was employed prior to her maternity leave period began, unless that is not reasonably practicable, in which event, the care home is duty-bound to offer her suitable alternative employment on terms and conditions no less favourable to her than those she enjoyed prior to her having taken maternity leave.
3. An employee returning from maternity leave (whether ordinary or additional) is entitled to request flexible working if she wishes and this will be considered under the care home's Flexible Working policy and procedure.
4. If an employee wishes to return to work before completion of her full 52 week maternity leave entitlement she will need to give eight weeks' advance notice of the date on which she intends to return.
5. If the employee does not give correct notice the care home is entitled to postpone her return to work until the correct notice has been provided (but will not postpone her return beyond the date her full maternity leave entitlement would have come to an end in any event).
6. An employee may not return to work in the compulsory maternity leave period (i.e. within two weeks of having given birth).
7. If the employee is ill and therefore unable to return on the due date, she must notify her manager and the sickness absence policy and procedure will apply.
8. Where the employee does not wish to return after her maternity leave she must give notice of termination, as provided for in her contract of employment, to her manager.
9. If an employee wishes to return to work immediately after the end of her full maternity leave entitlement she is not required by law to give advance notice. However, in order to enable the care home to plan effectively for her return, it would be helpful if she could let the care home know that this is her intention.

Payments during Maternity Leave

In this organisation:

1. maternity pay (SMP) for employees is paid for 39 weeks as follows:
 1. six weeks at 90% of employee's average salary, based on last three months pay (the Earnings Related Rate)
 2. 33 weeks paid at the set Government rate (the Lower Rate SMP)
2. a MatB1 form signed by doctor or midwife giving the expected week of confinement must be given to the employer before any SMP can be paid.

Risk Assessments

In this organisation risk assessments of working environments should be routinely carried out in order to be able to protect the safety of mother and child for any member of staff who may become pregnant. Should her working environment or her duties pose a threat to her health and safety, her duties will be modified or alternative work of a suitable nature will be found for her.

Security

Rights of search

1. Although we do not have the right to carry out random searches of employees and their property (including vehicles) whilst they are on our premises, we would ask all employees to assist us in this matter should we feel that such a search is necessary. It is understood that such searches in themselves do not imply suspicion in relation to the individual concerned.
2. If this should happen, if 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 that any further questioning takes place.
3. You may be asked to remove the contents of your pockets, bags, vehicles etc.
4. We reserve the right to call in the police at any stage.

Confidentiality

1. All information that:-
 - a. is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence
 - b. relates particularly to our business, or that of other persons or bodies with whom we have dealings of any sort, and
 - c. has not been made public by, or with our authority shall be confidential and (save in the course of our business or as required by law) you shall not at any time,
Before or after the termination of your employment, disclose such information to any person without our written consent.
2. You shall exercise reasonable care to keep safe all documentary or other material containing confidential information, and shall at the time of termination of your employment, or at any other time, upon demand return to us any such material in your possession.

Copy right

All written material, whether held on paper, electronically or magnetically, which was made or acquired by you during the course of your employment with us are our property and our copyright.

Other employment

Whilst in our employment you may not undertake any other form of employment without the express permission of the Home Manager. Such permission will not be unreasonably withheld unless it has an impact on your ability to perform your normal duties or your performance at work, and/or affects your role under the company person specification and job description.

Statements to the Media

Any statements to reporters from newspapers, radio, television etc. will be given only by a company director or with their permission the registered manager.

Staff at the Wellbeing Residential Group have a duty to:

- familiarise themselves with the Wellbeing Residential Group security and emergency procedures and comply with these at all times

- raise any concerns they may have with line managers/ seniors/ home manager
- immediately report any untoward incidents
- challenge all intruders
- comply with all pre-appointment checks
- undertake training in security appropriate to their role.

Standards

Wastage

1. We maintain a policy of ~~no~~ minimum waste+which is essential to the cost-effective and efficient running of all our operations.
2. You are able to promote this policy by taking extra care in the pursuit of your normal duties to avoid unnecessary or extravagant use of services, time, materials and machinery and the following points are illustrations of this:-
 - a. Take care when setting up equipment.
 - b. Handle machine equipment and stocks with care.
 - c. Turn off any unnecessary lighting and heating. Keep doors closed whenever possible and do not allow taps to drip.
 - d. Ask for other work if your job has come to a standstill.
 - e. Start with the minimum of delay after arriving for work and after breaks.

Standards of Dress

It is important that you present a professional image with regard to appearance and standards of dress. You should wear appropriate clothes relative to your job responsibilities, and they should be kept clean and tidy at all times.

Housekeeping

For safety, hygiene and appearance, all areas throughout the home must be kept clean and tidy at all times.

Welfare and Hygiene

Protective Clothing/Equipment

Protective clothing and other equipment which may be issued for your protection because of the nature of your job must be worn at all times. Failure to do so could be a contravention of the health and safety legislation. Once issued this protective wear is your responsibility.

Hygiene

1. Any exposed cuts, abrasions or burns must be covered with a suitable approved dressing.
2. If you are suffering from an infectious or contagious disease or illness you must not report for work without clearance from your own doctor and guidance from the manager.

3. Any contact with persons suffering from an infectious or contagious disease must be reported before commencing work.

General rules and Procedures

Time off

Circumstances may arise where you need time off for medical/dental appointments, or for other reasons. Time off required for these purposes will only be granted at the discretion of your Manager and if your role can be covered. Where possible, however, such appointments should be made outside normal working hours.

Communications

We will endeavour to keep you informed of all matters of interest by means of our Notice Board, handover books and team meetings. You are encouraged to use these communication aids, if required and with authorisation, to promote any particular item of news, which may be of interest to other members of staff.

Parking

To avoid congestion and for safety reasons all vehicles must be parked only in the designated parking areas. No liability is accepted for damage to vehicles, however it may be caused.

Employees Property

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

Lost Property

Articles of lost property should be handed to your immediate supervisor/senior, who will retain them whilst attempts are made to discover the owner.

Mail

No private mail may be posted at our expense. No private mail may be addressed to the home.

Telephone calls

Telephones are provided for essential aspects of our business. Personal telephone calls are allowed only in the case of emergency and with the prior permission of Management. Use of mobile phones is only allowed during break times and in appropriate areas of work. Mobile phones should always be on silent if kept in pockets. No use of mobile phones allowed in communal areas or in front of residents/their representatives.

Buying or selling goods

You are not allowed to buy or sell goods on your own behalf on our premises without the permission of your Manager.

Collections from Employees

Unless specific authorisation is given by your Manager, no collections of any kind are allowed on our premises.

Termination of Employment

Redundancy

Policy Statement

While it is the Wellbeing Residential Group's intention to develop and expand its business activities and thus provide a stable work environment and reasonable security of employment for its employees, it must ensure the economic viability of the enterprise in an increasingly competitive business environment.

In this respect, circumstances may arise where changes in the market, technology, Wellbeing Residential Group requirements and the like, necessitate the need for redundancies. In order to minimise the impact of such reductions, the following procedure will be adopted wherever possible.

It must, however, be recognised that where the needs of the Wellbeing Residential Group so dictate, the procedure may be adapted to the particular circumstances which prevail.

Procedure

1. Where the need arises for a reduction in the size of the workforce, management will enter into consultations with the trade union or an existing elected body with a view to establishing whether the proposed job losses can be achieved by means other than compulsory redundancies. Consideration will be given specifically to the following alternative options, subject to the Wellbeing Residential Group's immediate business considerations:
 1. imposing an immediate ban on further recruitment of new staff, other than where this is essential
 2. considering redeployment and/or retraining of surplus personnel
 3. restricting the use of subcontract labour, and temporary and casual staff
 4. reducing the amount of overtime working in the the Wellbeing Residential Group, or unit
 5. the implementation of temporary lay off, short-time working, job-sharing, etc where appropriate
 6. inviting applications for consideration for early retirement and/or voluntary redundancy
 7. implementing compulsory retirement for those employees who are over age 67.

Where the possibility of a reduction in the size of the workforce by 20 or more arises and there is no recognised trade union or elected employee body, management will invite affected employees to nominate and elect representatives to take part in consultations about possible redundancies. Facilities will be provided to allow candidates to canvass affected employees and for an election to take place. Sufficient time will be allowed before consultation commences to ensure that the election is properly conducted. As soon as possible after the results of the election are known management will enter into consultation with the elected representatives with a view to establishing whether the proposed losses

can be achieved by means other than compulsory redundancies. Consideration will be given specifically to the following alternative options subject to the Wellbeing Residential Group's immediate business considerations:

- imposing an immediate ban on further recruitment of new staff other than where this is essential
 - considering redeployment and/or retraining of surplus personnel
 - restricting the use of subcontract labour, and temporary and casual staff
 - reducing the amount of overtime working in the organisation, or unit
 - the implementation of temporary lay-off, short-time working, job sharing, etc where appropriate
 - implementing compulsory retirement for those employees who are over age 67
 - inviting applications for consideration for early retirement and/or voluntary redundancy.
2. Where, after due consideration of these alternatives, management considers that the need for redundancies still remains, management will give to employee representatives written details of their proposals. Criteria for selection will be agreed with the representatives. A provisional selection for redundancy will then be made by the Home Manager in consultation with Bob Dhaliwal, Director, and subject always to the Wellbeing Residential Group's need to retain specific knowledge and skills and a balanced workforce.
 3. As far in advance of the proposed termination date as possible management will notify all employees that compulsory redundancies are proposed and the proposed method of selection. Management will then enter into immediate consultation on an individual basis with those employees likely to be selected for redundancy and with any other employees who are likely to be affected by the redundancies. The employer will write to each affected employee explaining the circumstances and inviting him or her to attend a meeting. In the course of this consultation meeting, employees will be informed of the selection criteria and invited to make representations on the proposed dismissals.
 4. Management will take due note of and will give full consideration to any such representations before a confirmed selection for redundancy is made by the Home Manager in consultation with Bob Dhaliwal, Director.
 5. Where selection has been confirmed, those selected for redundancy will be given notice of termination in accordance with contractual entitlements. (In certain circumstances where it is considered appropriate and subject to (6) below employees may leave with payment in lieu of notice.)
 6. Management will make every effort to seek suitable alternative employment within the organisation for those under notice of redundancy and, where this exists, to consider redundant employees for suitable vacancies. All redundant employees will be interviewed individually by Bob Dhaliwal to inform them of any available vacancies, to establish individual requirements and to consider employees' suitability for particular jobs.
 7. In the course of individual consultation employees will also be informed of any entitlements they may have to redundancy payments in accordance with the statutory redundancy payments scheme and/or any company scheme.
 8. Where alternative vacancies are offered to redundant employees the terms and conditions which will apply will be in accordance with:
 0. the standard terms for the job in question, or
 1. those which applied to the employee in the redundant job.

Redundant employees who accept alternative employment with the Wellbeing Residential Group will be entitled to a statutory four-week trial period.

9. Subject to the organisation's operational needs, employees will be given permission to take paid time off work during their notice period to look for work or seek retraining opportunities in accordance with current legislation. Requests for time off should be made in the first instance to the Home Manager.

The Wellbeing Residential Group will also endeavour to assist employees for whom alternative work cannot be found in the Wellbeing Residential Group to find other employment outside the organisation. Individual counselling, provision of resources, eg typing, stationery, etc will also be made available to employees.

10. Compensation for loss of employment due to redundancy will be in accordance with statutory entitlement laid down in existing legislation. Statutory redundancy payments are based on an employee's rate of pay, age and length of service.
11. All employees who receive redundancy payments will be given a written notification of the way in which their redundancy pay has been calculated.

Where less than 20 redundancy dismissals are proposed, the organisation, although not under a duty to carry out collective consultation, will nevertheless consult each affected employee individually before any final selections are made. Each individual whose job is at risk of redundancy will be given a full opportunity at a meeting to express his or her views/objections to the employer's proposals and make representations.

Retirement Policy

Policy Statement

The organisation does not operate any compulsory or contractual retirement age. Instead, the organisation operates a flexible retirement policy which allows employees to choose to retire at any time after the age of 67.

Procedure

An employee who decides to retire (at any time after age 67) should provide written notice to their line manager in accordance with the terms of their contract of employment. Upon receipt of this notice the HR department will arrange to meet with the employee to discuss preparation for retirement and, where relevant, occupational pension provision.

Employees may, however, notify the organisation up to [two/three] years before the time they intend to retire of their intentions. This early notification will allow the employer to offer the employee certain pre-retirement options and benefits (see below).

1. The organisation will offer pre-retirement training at no cost to the employee. Details of this training are available from the HR department on request.
2. The organisation will normally offer an employee within two years of retirement the option to reduce his or her hours of work, so as to enable the employee to adjust gradually to full retirement. What is offered will depend on the extent to which it is feasible for the organisation to offer reduced hours, which in turn will depend on the nature of the employee's job and operational requirements at the time.

Employees terminating without giving Notice

If you terminate your employment without giving or working the required period of notice, as indicated in your Statement of Terms and Conditions of Employment, you will have deducted from your wage any termination pay due to you, an amount equal to the additional cost of covering your duties during the notice period not worked.

Misuse of alcohol and drugs

In all such circumstances, where an employee either attends work under the influence of drugs or alcohol or uses drugs or alcohol while at work:

- The employee will be sent home
- The disciplinary procedure will be applied
- The police will be informed (in the case of drug use at the home)

The Wellbeing Residential Group recognises that staff suffering from a hangover or even being still over the legal alcohol limit the morning after drinking is clearly a particular danger and could endanger residents, especially if their duties include driving Wellbeing Residential Group vehicles containing residents. The Wellbeing Residential Group policy is therefore that such actions on the part of any driver employed by the Wellbeing Residential Group constitutes gross misconduct and will lead to dismissal.

Designated Smoking Areas

In the Wellbeing Residential Group, in order to minimise the health risks associated with smoking, and the possibility of death, personal injury or damage to property resulting from fire caused by smoking, smoking by residents, visitors, contractors and staff is strictly prohibited on the premises except for the following areas.

Smoking is permitted by residents and staff outside of the home in the following designated area: outside the kitchen area and in the back garden (out of sight from visitors as much as is reasonably practicable).

Signed: _____

Date: _____

Policy review date: _____