



Excellent Health Care Employee Hand Book



Care Beyond Excellence



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Introduction

Welcome to Excellent Health Care UK Ltd. We are extremely proud of our organisation and the team we have assembled to support it. Together we meet important needs for those who use our services. Often these are the more vulnerable members of society. Where we can, we also try to offer choices to develop their opportunities and support their interests.

We have designed our employment policies and procedures to make sure everyone is treated fairly and consistently. We have developed them to make you aware what we expect of you and what we offer in return.

Our objective is to match our needs with your job satisfaction whenever possible. We want to motivate all employees to achieve our aims. We seek to provide the highest standards of quality and service in everything we do. We adopt a number of principles in preparing our employment policies to help us achieve this:-

- Provide pay and benefits that are fair and competitive for the job.
- Reflect a sensitivity to the attitudes and views of all our employees
- Promote high standards of occupational health and safety. □
- Fully promote and utilise knowledge, skills and experience to maximise the efficient and timely operation of our activities.
- Whenever possible, address future needs by offering development opportunities and advancement to employees with ability, ambition and integrity.
- Each of us has an important part to play, and we are all reliant upon each other to generate a harmonious and efficient working environment.
- This handbook sets out our policies and procedures. These help us pursue our commitment to develop and maximise potential and maintain lasting and mutually beneficial working relationships.
- We sincerely hope that you enjoy a long and rewarding career with us. Please read this handbook carefully and let us know if you have any queries.

Strategy

The Directors pursue a policy of progressive development. With no outside shareholder pressures capital appreciation, rather than safe and caring service is the key objective.

Our growth cycle follows the pattern of investing mature income in the carrying cost of our development and then maturing that new income until, in turn that is reinvested. In an 'ideal world' we would hold down profit by maintaining a development pipeline that smoothly absorbed the progressively increasing income from the enlarging base of mature Home Care services.

The Strategic goal is to progressively increase the mature base to provide the increasing strength to carry a larger pipeline of home care services,



Starting Employment

Confirmation of Employment

We make an offer of employment with brief details of your job, start date, pay etc following application and interview. We cannot incorporate everything about your terms and conditions in this offer. We therefore issue a principal statement of terms and conditions of service within eight weeks of starting employment. The principal statement plus the details in this handbook summarise your main terms and conditions of employment.

Criminal Convictions

Our duty of care to clients is paramount. We are equally committed to the fair treatment of employees and applicants for employment; including ex-offenders. If you have a criminal record this does not automatically prohibit you from working for us. However, we undertake risk assessments of all sensitive roles. This may include making a referral to the Disclosure and Barring Service in England and Wales. In Scotland and Northern Ireland, the equivalent agencies are Access Northern Ireland and Disclosure Scotland.

These bodies help employers make safer recruitment decisions. Their response can be an important indicator of suitability to occupy or retain a particular post. A disclosure can reveal convictions regarded as “spent” under the Rehabilitation of Offenders Act 1974. It may identify other information e.g. youth or military offences or a police caution.

We only make referrals where it is relevant and proportionate; for instance to fulfil a licensing obligation. We always operate in accordance with current DBS eligibility guidance and/or as required by law. Additionally, the Disclosure and Barring Service itself now routinely “filters” out certain convictions, cautions, reprimands and warnings. You must always reveal matters you know the DBS will not filter out. However, we will not seek to take account of matters that the DBS do filter out. DBS provide a customer services function to respond to queries you or we may have about such matters. Their email address is customerservices@db.s.gsi.gov.uk and telephone number is 0870 909 0811.

There are three levels of disclosure:-

Basic Disclosure - which is currently only available through Disclosure Scotland. This will reveal convictions unspent under the provisions of the Rehabilitation of Offenders Act 1974.

Standard Disclosure - which reveals details of spent and unspent convictions. It can also identify reprimands, cautions and final warnings.

Enhanced Disclosure - which supplements the standard disclosure to reveal if the applicant is on either of the statutory “barred” lists. It may also provide information from police records. However, a chief officer of a police force must consider such information specifically relevant to the application.

We may expect you to obtain or update a disclosure in connection with your role. We will tell you individually if this is the case. Disclosures are now issued only to the person who is the subject of the application. We expect you to forward a copy of the disclosure to us immediately upon its receipt.



Disclosures are now, potentially, portable. There is a nominal annual fee payable to the Disclosure and Barring Service for this service. Only you can enrol for it. If you subscribe, you can give approval for us to view your information.

You must disclose all relevant information about a criminal record or pending prosecution at the earliest opportunity. Failure to reveal information relevant to your position is against your interests. If we subsequently discover you withheld something you should have revealed, this may lead us to end your employment.

We retain the right to review your continued employment if a disclosure affects your ability to undertake your role. This applies, for instance, where your name is placed on a “barred” list. It also applies where a conviction would potentially bring our reputation into disrepute. Job Description

We may issue a job description for your position from time to time. Its purpose is to set down current duties and responsibilities and provide a good understanding of your role. We may make adjustments from time to time to reflect changing needs within the organisation. We will consult you about any significant changes.

Misrepresentation

Your employment is subject to the factual accuracy of information you provide at recruitment. Such information may include:-

- Your right to work in the UK.
- Your qualifications
- The content of your C.V. or references.
- Your status with the Disclosure and Barring Service or equivalent
- Your freedom to enter into an employment contract with us without breaching a prior undertaking to someone else.

If we discover you supplied false or misleading information to secure your employment, we will investigate this as a disciplinary matter. Potentially this is gross misconduct. Infringement may lead us to end your employment.

Before you start work, we routinely verify your entitlement to work in the UK. If documentation you provide identifies 'limited leave to remain in the UK' we will conduct appropriate checks with you periodically.

If your employment status changes or legal entitlement to work is revoked, you must tell us immediately. We may have no alternative but to end your employment.

We may verify information you supply to obtain employment at any time by consulting a third party or statutory agency.

Personnel File and Data Protection

We create a personnel file, which contains relevant personal details (such as your application form, letter of engagement etc). We may add relevant documentation relating to you individually during the course of your employment.



We and/or our representatives retain this personal data in written or computerised form. It will be processed in a fair and lawful manner meeting statutory requirements. You have the right to access your file by giving reasonable notice. We may make a small administration charge to provide you with this service.

We require you to consent to the use of your personal data to facilitate your on-going employment. We/our representatives or appropriate third parties may need to use such information. We may need it to contact you, pay you or provide statutory benefits like maternity pay. We may need to make statutory deductions on your behalf such as tax and National Insurance. We may record details of training, the outcome of a grievance, disciplinary hearing or some other valid employment related matter.

Please pay particular attention to the risks of providing or transmitting confidential or sensitive information inappropriately. This is particularly important with electronic transmissions, which are notoriously insecure. Although widely used within business and public life, email may be inappropriate in certain circumstances. You must observe our internet, email and social networking policy in respect of such transmissions.

You must also be particularly careful in respect of your use of social networking sites. Making inappropriate remarks on such sites is a serious breach of our rules. This applies to all social networking sites e.g. Facebook, Twitter, LinkedIn etc. It applies to comments you make, for instance, about this organisation, other employees or those who utilise our services. It does not matter whether you are at work or you make the contribution in your own time. We regard any such breach as a potential act of gross misconduct.

You must not access the records of other employees, those who use our services, suppliers etc. without authority. If you do, this will be treated as gross misconduct and is also potentially a criminal offence.

This summarises important elements of the way in which we deal with data protection issues. However, it cannot be exhaustive. Please ensure you are clear about data protection, information you are allowed to gather, disclose, dispose of or retain. Consult a manager at the earliest opportunity if you are in any way unsure.

Probationary Employment

In accordance with standard business practice the first three months of your employment with us will be regarded as a probationary period, for managers this will be 6 months. During this period we shall review with you your on-going performance and suitability. Naturally we would hope to confirm your position as permanent, but it may be necessary to extend the probationary period with your knowledge, or where you prove to be unsuitable to terminate your employment within or at the conclusion of the probationary period. *Conduct At Work*

During work times our organisational needs are paramount. You should make sure your efforts and energies are concentrated on achieving work objectives.

We expect you to conduct yourself in a reasonable manner towards any person with whom you come into contact on our behalf.

We expect you to observe reasonable instructions or requests issued by those authorised to act on our behalf.



Conduct Outside Working Hours

We have no wish to intrude upon your activities or interests outside work. However, we expect you not to engage in any activity outside working hours which:-

- Could result in adverse publicity to our organisation.
- May cause us to question your integrity.
- Prevents you from performing your duties/responsibilities to our satisfaction.
- Prevents us meeting our legal obligations.

Infringements may lead us to investigate further. Disciplinary action, including dismissal in the most serious circumstances, may follow.

Confidentiality

During your employment you will inevitably come across or use sensitive or confidential information/data. This may be about us or the people we deal with. It may relate to other employees, those who use our services, their family or supporters. It could be about our suppliers or those who provide us with professional services.

It is important to recognise this is privileged information. It must not be disclosed to any third party without specific authority. This also applies where we must respect an obligation of confidentiality to anyone else. It does not matter whether you are within or outside of working hours. You must also continue to respect this requirement after you have left our employment. This is both a legal and contractual obligation. Confidential information/data includes but is not limited to:-

- Medical records or information.
- Records of employment, care, treatment or support.
- Sensitive correspondence between us and any statutory, professional or public body or agency.
- Sensitive information/data about or received from service users including health, care, family relationships or finances.
- Unpublished financial accounts or statistical data.
- Trading or operational procedures, methodology or analyses.
- Processes, plans, designs and products in development or subject to modification.

These provisions apply where you acquire the information/data through your employment with us and where it would not be publicly available other than by your disclosure.

You must not disclose, publish or misuse such information/data. You must not supply it to any unauthorised person or organisation. This applies irrespective of whether you are doing so for your own purpose or benefit or for any other reason.

Under normal circumstances, personal or sensitive information must never be disclosed by telephone. The only exception is where there is specific, recorded approval for this to take place. We may supply a code or password to be obtained/used before releasing such information.

If in any doubt about what information you can provide to a third party, seek advice from your line manager. In urgent circumstances, where they are unavailable, you must refer the issue to a



more senior manager for decision. Except in dire circumstances, e.g. a medical emergency, you must not disclose such information without specific authority.

We view the inappropriate disclosure of such information/data as a serious disciplinary matter. It may, following investigation, lead to disciplinary action. The penalty can include dismissal where the inappropriate disclosure is particularly serious.

You must not remove or transmit any of our documents, material or data physically or electronically. You must not send/store our information/data onto your own or any external storage device or medium. We must specifically authorise any deviation from this policy in advance. We will only allow such deviations where you do so in the proper performance of your job or as required by law.

You must return to us when we request, and in any event when your employment ends, all our documents and equipment. This includes information belonging to us, which you may have stored on portable or external electronic media locations. Where we request, you must delete, destroy, remove or erase confidential information contained in documents, electronic storage media/devices, disks etc. This applies to all material in your possession or under your control, irrespective of its location.

We expect you to take all appropriate action to maintain the security and sensitivity of confidential material. We also expect you to use your best efforts to prevent disclosure, publication or misuse of confidential material by others. Please report any suspected breach to us immediately.

Personal Dressing

Your appearance, personal hygiene and what you wear at work are all very important. You must always project an acceptable, professional image, which helps achieve our legitimate business aims. What is appropriate may vary according to the particular job. However, you must always be well groomed and wear neat, clean and tidy clothing appropriate to your role.

We recognise the diversity of culture and religion within our workforce. We are sensitive to the potential impact of culture and religion on dress and appearance. We will look sympathetically at varying or adapting our expectations appropriately. However, our priorities are principally measured by considerations such as health and safety, hygiene and professional reputation.

Financial Transactions with service users

Excellent care has a responsibility to residents, their family and carers, and to staff to ensure that all financial transactions with residents are conducted not only with good intentions but also with total correctness. There are legal requirements governing bank accounts, investments and social security benefits with which we must comply, and which may be breached inadvertently by an individual acting without complete information.

As a general principle individual members of staff should avoid financial transactions with or on behalf of residents. When helping residents with shopping, small purchases, etc. members of staff should obtain receipts and should avoid situations where they handle significant amounts of cash.



In addition, the Company has the following rules, any breach of which will be regarded as unacceptable behaviour:

- Staff must not hold money for residents, open bank or building society accounts in residents' names or on their behalf or hold investments for residents.
- Staff must not give investment advice to residents
- Staff must not agree to act as Executor for the estate of a resident.
- Staff must not sell financial products to residents nor purchase goods or services for residents where they receive a commission or other benefit.
- Staff should not accept monetary gifts from residents.

The underlying need for ethical conduct, openness and honesty is more important than individual rules. Circumstances may arise where staff may be uncertain of their position or of the best way to handle a particular situation. In such cases staff should consult the Registered Manager or a Director of the Company before proceeding.

Only a Director is authorised to make any communication or statement to the media in matters relating to the business.

Gifts and Hospitality

The Bribery Act 2010 makes it an offence to offer, promise or give a bribe. It is also an offence to request, agree to receive or accept a bribe.

A bribe is “a financial or other advantage offered or requested with the intention of inducing or rewarding improper performance of a relevant function or activity”. It also applies where you “know or believe that acceptance would constitute improper performance of a function or activity”.

It is our policy to conduct our business in an open, honest and transparent way. We do not condone the use of corrupt practices or acts of bribery to obtain an unfair advantage. We adhere to the highest ethical standards and this is reflected in every aspect of the way in which we operate.

You must be alert to attempts to influence you inappropriately or to engage in/facilitate bribery. This is especially relevant to those procuring goods or services or dealing with third parties on our behalf.

For instance, you may be offered excessive hospitality or gifts to facilitate business dealings. You must not accept any inducement designed to influence you inappropriately in the performance of your job.

Do not accept gifts from customers, suppliers, any other person or organisation with whom we do (or might develop) business. This avoids any misunderstandings or allegations of impropriety. It is important you do not act inconsistently with our standards or, however inadvertently, challenge our integrity. Accepting a gift, which influences or seems to influence your actions or decisions on our behalf may do this. You must not accept money, gifts or other rewards from clients, suppliers etc contrary to our normal practices. Do not accept inappropriate levels of hospitality. Accepting lunch may be acceptable. Accepting a free holiday will not. If unsure, check first with your line manager.



You may accept small, genuine tokens of appreciation or gratitude, which are commensurate with common practice in our organisation. They must be proportionate and reasonable and you must declare them to your line manager. You must not treat the person/organisation that provides such gift more favourably than other clients/suppliers, etc. If unsure, check first with your line manager.

Where you are unsure, or feel refusal of a gift or hospitality might cause difficulty, consult your line manager first.

This policy does not apply to promotional items such as stationery or pens with a logo or company name. This is always provided the items have no significant value.

We are committed to this policy and take a "zero tolerance" approach to any act of bribery or corruption by a member of staff. We view breaches as serious misconduct, which, following investigation, may lead to disciplinary action. The penalty may include summary dismissal where we believe gross misconduct has taken place.

We will review this policy from time to time in the light of experience.

Media and Public Statements

You must not make public statements or communicate with the media about any matter relating to our organisation.

You must obtain permission before agreeing to give any lecture, media interview or to publish any article or comments. You must not supply information without approval (whether in writing or electronically), which in any way impacts upon our organisation.

This extends to comments you make or images you upload to blogs and social networking sites like Facebook, You Tube or Twitter.

Performance Review

We monitor performance on an on-going basis. In this way minor issues can be identified quickly and rectified promptly by retraining or informal counselling. Our managers take a positive approach to problem solving and efficiency improvements.

We will formally review your performance if informal mechanisms are unsuccessful and volume or quality of work remains unacceptable. This may be by reference to your targets or include general comparison with other employees. Review may lead to referral to our capability or disciplinary procedure as appropriate. We will always consider whether training, mentoring or other support mechanisms may assist you.

Selling and/or Buying Goods

You must not buy and/or sell goods of any kind on our premises without authority. This applies during and outside of working hours; whether on your own behalf or for others. Selling and/or Buying Goods



You must not buy and/or sell goods of any kind on our premises without authority. This applies during and outside of working hours; whether on your own behalf or for others.

Work Related Activities

If you attend work-related activities outside working hours please conduct yourself in an appropriate, mature and responsible manner. These include our or our clients' social events. Do not do anything that may harm this organisation or bring it into disrepute. Examples of unacceptable behaviour include:-

- Drunkenness
- Use of illegal drugs
- Unwelcome familiarity harassment
- Violence or threats of violence
- Serious verbal abuse

Infringements are subject to disciplinary investigation and action. We may consider such behaviour to amount to gross misconduct.

Equal Opportunities, Diversity And Human Rights

We are committed to principles of fairness and mutual respect where everyone accepts the concept of individual responsibility. It is therefore your responsibility to make sure you observe and adhere to this policy at all times. We view any breach seriously. We will investigate and potentially take disciplinary action. This may include dismissal in instances we consider gross misconduct.

We recognise that discrimination in the workplace in any form is unacceptable and in most cases unlawful. Our policy seeks to ensure job applicants and employees are treated fairly and without favour or prejudice. We are committed to applying this throughout all areas of employment. This includes recruitment and selection, training and development, benefits, rewards and promotion, dealing with grievances and disciplinary issues.

Our policy complies with current legislation. We review it regularly and will update it if the law changes. However, we recognise that equality of opportunity is best achieved by day-to-day commitment throughout the organisation. We offer support and training where necessary to achieve and maintain this.

Recruitment and Selection

The selection methods we use for recruitment are related to the requirements of the job.

- We do not seek irrelevant qualifications, experience or skills. Applicants for employment are short-listed/selected solely on the basis of their assessed capability for the role.
- We consider support and reasonable adjustments where potential employees may need such to assist them to carry out the role for which they are applying.



- We ensure that there is an adequate complement of staff with the right competencies, knowledge, qualifications, skills and experience to meet the needs of those who use our services.

Your Responsibility

Each and every one of us is a stakeholder in the success of this policy. We expect you to make a positive contribution towards maintaining an environment of equal opportunity throughout the organisation. Please make sure you observe this policy at all times. In particular, you have individual responsibility to adopt the following:-

- Do not take unlawful discriminatory actions or decisions contrary to the spirit of this policy.
- Do not discriminate against, harass, abuse or intimidate anyone on account of their protected characteristics.
- Do not place pressure on any other employee to act in a discriminatory manner.
- Resist pressure to discriminate placed on you by others and report such approaches to an appropriate manager.
 - Co-operate when we investigate, including providing evidence of conduct which may amount to discrimination.
 - Co-operate with any measures introduced to develop or monitor equality and diversity. Discrimination is not just treating one person less favourably than another. It can take place

because:-

- Someone associates with a person with a protected characteristic.
- Someone is believed to possess a protected characteristic (even though they don't).
- Something particularly disadvantages people who share a protected characteristic more than others.

We expect you to treat, and be treated by, other employees and the people we deal with considerately and with respect.

Discrimination

If you feel subject to discrimination, make clear to the individual concerned that you find it unacceptable. Person-to-person discussion at an early stage may be enough to resolve it without involving anyone else. Alternately, seek the help of a trusted colleague and ask them to approach whoever has caused you offence. Discrimination will not be tolerated at any cost within the organisation.



If discrimination continues, or you consider an instance to be particularly serious, please implement the grievance procedure. We assure you that grievances will be dealt with promptly and in a discrete and caring manner.

Should you feel an individual grievance is not appropriate to the situation, you may consider using our confidential reporting procedure.

Non-Harassment Policy

Organisation will not tolerate any behaviour that may fall into the category of harassment. We support your right and opportunity to seek, obtain and hold employment without discrimination and with respect for your dignity.

Harassment in the workplace is a discriminatory act, which in any form is unacceptable and in most cases unlawful. We are committed to providing a working environment which is harmonious and acceptable to all. We extend this principle to the people our organisation deals with.

What Is Harassment?

Harassment is “unwanted conduct related to a relevant protected characteristic, which violates an individual’s dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment for that individual”.

Harassment is not only unacceptable language or behaviour, which causes the recipient to be embarrassed, offended or threatened. Someone may complain about particular behaviour that they find offensive even though it was not directed at them. Neither does the person complaining need to possess the protected characteristic. It may also be behaviour directed at someone who associates with a person who has a protected characteristic or because they are believed to possess a protected characteristic (even if they don’t).

Your Responsibilities

It is your duty to treat people with respect; appreciating their feelings and considering their well-being in what you say or do. What may be acceptable to one person may upset and/or intimidate another. Harassment takes many forms and can range from relatively mild banter to actual physical violence. It can be delivered in many ways and this policy applies to all forms of communication including text messages, email and comments posted on social networking sites.

Training and Development

We expect you to participate in appropriate training, professional development and refresher activity from time to time. We will discuss and agree your participation in internal and external training activities in advance. We will meet agreed costs incurred in such training.



We also encourage you to undertake training appropriate to your development. We will consider this on the basis of mutual benefit. In particular we examine the relevance to your role, development and our organisational needs. We cannot afford to fund every request we receive. Where we do support a development opportunity, we may require you to sign and observe a "Training Agreement." This is to protect our investment in your future. It covers, for instance, extra costs we incur in facilitating your training opportunity.

Once employed for at least 26 weeks, you may formally request time off for training. This applies where it would lead to a formal qualification or develop skills relevant to our organisation or your role. We will only consider one such request in any rolling twelve-month period. We consider such requests seriously but have no legal obligation to meet training costs, salary or wages for training during working hours. We can also decline the request where we do not believe the training will improve our business performance. All employees are required to attend mandatory training as part of their role in order to continue your professional development, or to meet the needs of the business. Such training may fall on a day when you are on shift however it may well fall on a day that you are off. It is a condition of your employment with organisation that you participate in such training.

Hours of work Pay and other Benefits

Business Expenses

We will reimburse you for authorised and legitimate expenditure you reasonably incur. This only applies during the proper performance of your duties e.g. travel, accommodation and other agreed out-of-pocket expenses. You must get approval in advance, fill in an expenses claim form and submit valid VAT receipts as appropriate.

You must submit expenses claims promptly. Normally you should do this as soon as the relevant claim period ends. If you fail to submit claims promptly without a valid reason, this may result in non-reimbursement. If you feel you cannot comply with our normal time-frame, please advise your line manager immediately. We will supply you with any specific rules/procedures for claiming expenses separately. Overtime Payments

Your principal statement of terms and conditions of service identifies whether you qualify for overtime/paid time in lieu. Where overtime rates apply, this is only when you work the equivalent of a full-time working week first.

P11D

We may have to fill in form P11D to declare to HMRC any taxable benefits you receive. We issue form P11D as a legal provision. We cannot provide duplicate copies. Please make sure you keep this document in a safe place.

Pension Provisions

Statutory pension provisions are currently changing. Legislation requires us to enrol eligible jobholders into an auto-enrolment workplace pension scheme. Automatic enrolment schemes feature three elements that comprise your "pension pot". These are your own contributions, our contributions and the government's contributions (by way of tax relief). We will write to you



personally before automatically enrolling you into a workplace pension scheme. Our letter will explain what is happening; your options and what you need to do. We undertake not to enrol you into any scheme before providing you with its essential terms. Such terms will include:-

- Details of the scheme and who runs it.
- If and when you will be enrolled into it.
- The amount you will pay under the scheme by way of deduction from your salary/wages. • Details of your right to opt out of membership.

Our letter will explain what is happening; your options and what you need to do. We undertake not to enrol you into any scheme before providing you with its essential terms. Such terms will include:-

- Details of the scheme and who runs it
- If and when you will be enrolled into it.
- The amount you will pay under the scheme by way of deduction from your salary/wages.

Salaries/Wages

Your principal statement of terms and conditions of service indicates your rate of pay. It identifies whether or not you are entitled to overtime pay and/or paid time in lieu for extra hours worked. It sets out the frequency and method by which we pay you. Regular pay statements indicate your pay and any deductions we have made e.g. P.A.Y.E. and National Insurance.

Please raise any problems with your pay immediately e.g. under-payment, overpayment or incorrect deductions. Where we overpay you, this is normally recovered in full from your next pay. We will give you advance warning of any such deduction. We will discuss any individual hardship with you. We may agree that significant sums are repaid over a longer period.

Tax Year Details

The tax year changes in the first week of April each year. Following the end of the tax year we will issue you with form P60. This indicates your total pay and relevant deductions made for National Insurance and income tax. Form P60 is issued as a legal provision. You must carefully retain the copy we supply. Please make sure you keep this document in a safe place.

Working Extra Hours

We may occasionally require you to work extra hours over and above normal weekly hours. This is only when we authorise such work and it is required by business need. We will give as much notice as is reasonably practicable on such occasions.

Annual bank and public holidays

Annual Holiday Entitlement

Your principal statement of terms and conditions of service specifies your annual holiday entitlement.



We base your holiday entitlement around your “working week.” A “working week” may vary from employee to employee. We describe your “working week” in your principal statement of terms and conditions of service. Part-time staff receive an entitlement which is strictly pro-rata to full-time staff.

Calculation of Entitlement

We normally calculate your holiday entitlement as a set number of working days or hours. We set this figure out in your principal statement. Special arrangements may apply if you work for us irregularly.

Where you start or leave our employment during the leave year, we calculate your holidays on a pro-rata basis.

Carrying Forward Annual Leave

We believe that it is mutually beneficial and leads to a better work-life balance for you to take all your annual holiday entitlement in the current leave year.

You must normally use all your holiday entitlement during the current holiday year. If you don't, you forfeit what is left.

Holiday Pay

We calculate holiday pay using normal contractual hours at your basic rate of pay. Please see your principal statement of terms and conditions of service for further detail.

If you do not work fixed or regular hours/days of work, we base holiday pay on an average. We calculate this by reference to basic pay during the last twelve weeks you worked before your holiday.

Holiday Requests

We are as accommodating as possible when granting time off for holidays. We reserve the right to vary requests to meet the needs of the organisation and maintain adequate staffing levels. You may not normally change your holiday dates once confirmed.

You must use our holiday request procedure to make holiday requests. Please make sure you submit requests in good time. You must not book holidays without receiving prior authorisation. If you take holidays without authorisation, you will be subject to disciplinary action. In order to plan our holiday rota as effectively as possible, we require you to give at least two months' notice of your wish to take holidays of a week or more and one month's notice of up to three days holiday.

Furthermore, it is important that holiday booking is managed carefully so that it doesn't get to the end of the leave year and everyone still has lots of annual leave left – a manager can not then authorise everyone's holiday due to needing adequate staffing levels. The company stipulates where possible that employees have used the holiday that has been accrued in the first six months of the leave year (April to September) by September, i.e.: 14 days. This way there should be a fairer distribution of annual leave and it is less likely that annual leave will be turned down.

Any employees who have individual concerns with this should discuss with their manager.



You will not normally be permitted to take annual holidays in excess of 10 consecutive working days. Exceptions may be made for “once in a lifetime opportunities”, however, consideration will be given first to the needs of the business and staffing levels.

In the event of a shortage of work situation arising, as an initial solution we may require you to take some, or all, of your unused accrued holiday entitlement, which has not previously been confirmed as agreed and booked.

Holiday Year

Please consult your principal statement of terms and conditions for details of our holiday year.

Our practice is to apportion your annual holiday entitlement to be taken in the following way:- One half of your holiday entitlement should be taken within the first six months of the holiday year.

Leave During the Holiday Year

If your employment ends, we may require you to take any accrued untaken holidays before you leave. We pay any outstanding balance with your final pay if you cannot use up all holidays due.

If holidays taken exceed those due when your employment ends, we deduct an equivalent sum from final pay. We will notify you of the detail in writing in advance.

Payment in Lieu

By law, we may only consider payment in lieu of untaken holidays when you leave our employment.

Public/Bank Holidays

New Years Day

Last Monday in May

Good Friday

Last Monday in August

Easter Monday Christmas Day First Monday in May Boxing Day

Public/Bank Holidays are considered normal working days as we are a 365 day a year business. You may be required to work on some of these days in accordance with the Staff Duty Rota (see below). Payment On Public/Bank Holidays



- It is a condition of employment that employees work on a Bank/Public holiday if required to do so by the Staff Rota.
- Any Employee who works on a Bank/Public Holiday will be paid at normal basic rate of pay, with the exception as below.
- A rate of time and a half will be paid when hours are worked on Christmas Day and Boxing Day, taken to mean from midnight on 24 December to midnight on 26th December

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If you are scheduled to work on one or more, of the above days and fail to attend for work, due to sickness/injury, the absence will be treated in accordance with our Sickness/Injury Absence Procedures.

Your Principal Statement of Terms and Conditions of Service document specifies your payment for Bank/Public holidays.

Sickness During Authorised Holidays

Should you fall ill during a period of approved annual leave, you may convert such days to sick leave. A corresponding period of annual leave may be taken at a later date. You must agree such later period in the normal way. You must notify us of your illness as soon as possible.

This provision also applies to public/bank holidays.

You should notify us personally or, otherwise, via a relative, friend or neighbour. Please do this by telephone at the earliest opportunity.

If you cannot return to work when originally due back from holiday, you must keep us notified of progress. You must also provide consecutive medical certificates to cover the total period (in English).

This facility only applies to sickness during the statutory period of annual holidays (the first 5.6 working weeks).

Statutory Sick Pay

If you convert a period of approved annual leave to sick leave the statutory sickness scheme may apply. We may also need to recover overpayment of salary/wages and substitute SSP. We will also require a medical certificate in English, irrespective of the duration of the sickness.



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Health and Safety

Alcohol and Drugs

We require you to attend work in a fit and appropriate state. Impairment from the effects of drugs or other substances (whether illegal or supplied on prescription) or alcohol is unacceptable. If you are unfit for work due to drugs or alcohol consumption this is a serious disciplinary matter. Where we believe there is an infringement, disciplinary action will be taken. This can include summary dismissal in serious cases.

We may take disciplinary action, for instance:-

- After an accident or incident where we believe drug use or consuming alcohol contravened our rules.
- Where we believe you reported for work under the influence of drugs or alcohol.
- Where your behaviour puts health or safety at risk or causes injury or damage. For example, you have an accident when driving a vehicle under the influence of alcohol.
- Where your misuse has unacceptably compromised our interests. Drug and



Alcohol Dependency

We believe that use of alcohol and/or drugs should not affect work performance. However we are also mindful of your health and welfare. We regard an individual's dependency on either alcohol or drugs as an illness. We will allow the same opportunity for treatment as for other illnesses. We will assist anyone to assess their problem and obtain confidential counselling.

If you are concerned you have a dependence on alcohol or drugs, please seek help and advice from your G.P. We may also require you to attend an occupational health advisor if we believe you are dependent. An occupational health advisor may provide advice about rehabilitation and fulfilling your employment responsibilities.

We will discuss with you any perceived problems where dependency on alcohol/drugs has come to our attention. We also recommend that you seek appropriate medical support.

We regard anyone seeking help as having a health problem. We will cooperate with you to obtain appropriate help and treatment. Accepting treatment for alcohol or drug dependency is not, in itself, detrimental to your general conditions of service.

We treat reasonable absence for advice and treatment for dependence on alcohol or drugs as sick leave. You must keep us regularly informed of progress and genuinely attempt to overcome the dependency. We will respect the need for confidentiality.

Behaviour or performance at work which suffers because of alcohol or drug dependency normally results in disciplinary action. We may suspend such action for an appropriate period during treatment. If you refuse help or unreasonably discontinue treatment, disciplinary proceedings will be initiated or resumed. This also applies if your behaviour does

Health and Safety at Work

We each have a duty of care for our own health and safety and that of others. This applies whether they are employees, visitors, suppliers etc. You must cooperate with us and adhere to our rules and procedures to protect health and safety. We attach great importance to providing employees with a healthy and safe working environment. We accept our legal responsibilities to provide a safe place and systems of work. We provide suitable equipment for employees to do their jobs safely. During induction you will be informed of our health and safety policies and any specific rules relating to your job. You must not interfere with any measures we have introduced for safety and/or protection of employees' health.

We treat breaches of safety rules or procedures as infringements of our disciplinary provisions. We deal with such breaches under our disciplinary procedure. We regard serious breaches as gross misconduct. We may summarily dismiss you if we believe your behaviour constitutes gross misconduct.

If you have an accident at work, however minor, you must record it in our accident book. If you are working off site, please document it at the site where you are working and notify us subsequently. You MUST provide:-



- Details and nature of the accident or injury.
- Any first aid or other treatment received.
- The names of any witnesses with contact details if possible.
- The date, time and place the accident occurred.

Smoking is restricted to official work breaks only. You are not permitted to take additional smoking breaks. You are only permitted to smoke in designated, external smoking areas. Smoking is forbidden in any other area of the home. This restriction includes the use of electronic “cigarettes”.

If you do smoke, you must always consider that cigarette smoke clings to clothing, This can be offensive when in close contact with residents. Please ensure your clothes smell fresh before you return to work. Absence - Notification

Sickness/absence payments

You must notify your line manager by telephone, at the earliest opportunity on the first day of your sickness absence. Normally this should be done a minimum of one shift before the starting time of your shift, but if this is not possible notice must be given as soon as practical with an explanation given to the Manager for the delay in advising your absence.

Notification should be made in person or when you are not able to by a relative, friend or neighbour.

It is essential that you comply with the above so that we can make arrangements to cover your duties and responsibilities thus minimising the disruption to our business and maintaining a reasonable workload for your colleagues.

You will be required to provide the following information when you notify us of your absence:-

- the reason for your absence;
- how long you expect to be absent from work.

You must notify your line manager, by telephone at the latest by midday on the working day before the day on which you intend to return to work. This is to allow us to stand down any temporary arrangements made to cover your absence and to plan for you to resume your duties and responsibilities.

N.B. Failure to observe and comply with these procedures may result in your absence being considered to be unauthorised and payments being withheld and the appropriate disciplinary action taken.



Should you fail to notify us of your intended return to work, following sickness/injury absence and simply turn up unannounced and we have made alternative arrangements to cover your duties, you may be sent home for the day without pay.

We expect you to follow our sickness procedures. If you do not observe them we may regard your absence as unauthorised. We may withhold sickness payments and take appropriate disciplinary action.

Holidays and Long Term Sickness

Statutory holiday entitlement will continue to accrue during a period of sickness. If your sickness extends for some time, we reserve the right to substitute a period of statutory holiday. This is particularly relevant where the end of the holiday year is approaching. You would potentially forfeit your remaining holidays otherwise.

If your employment ends because of long-term sickness, we pay any untaken statutory holiday entitlement with final wage/salary.

Return to Work

You must notify your line manager by telephone no later than midday on the working day before the day you intend to return to work. This allows us to stand down temporary cover and plan for you to resume your duties and responsibilities.

If you do not notify us of your intended return to work and turn up without prior notice, we may regard this as a breach of sickness procedures. We may take disciplinary action in such circumstances. This especially applies where we have specific alternatives in place to cover your duties.

Return to Work Interview

We require you to attend a return to work interview following absence for sickness/injury. We will discuss the reasons for your absence and fitness to return to your normal role. We also consider compliance with notification procedures and your general attendance record.

Self-Certification

You must submit a self-certification form during your initial absence. Otherwise, you will be required to complete one on your return to work.

You may only self-certify for up to seven consecutive days (including Saturdays and Sundays).

We may require a medical certificate from you for absence of less than seven days in certain circumstances.



Seven Days or More Absence

You must provide a 'fit note' (statement of fitness to work) from your doctor/specialist when absence exceeds seven days. This may identify suitable temporary support which your doctor believes could allow you to return to work sooner.

Sick Pay - Statutory

We are responsible for the payment of statutory sick pay (SSP) during authorised sickness/injury absence. There are specific qualifying criteria for the payment of SSP (laid down by Government Regulation). We pay SSP for absence through sickness/injury for four or more consecutive days, where you qualify. We make such payment through your normal pay. Payments are subject to statutory deductions (N.I. and income tax) in the normal way.

SSP

SSP is only payable on 'qualifying days'. These are days you would normally be at work. However, the first three qualifying days of absence do not attract SSP. These are called 'waiting days'. Where there are linked periods totalling four days or more (i.e. more than one such period of absence within a fifty-six day period) this is a linked period. You only serve one period of waiting days.

We do not provide a contractual sick pay scheme. We pay statutory sick pay (SSP) only to those employees who qualify.

Maternity, Paternity and Family Friendly Provisions

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

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

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

Bereavement Leave

Reactions to bereavement may vary greatly according to individual circumstances and the setting of fixed rules for time off is therefore inappropriate. You should discuss this with your line manager



Property You are responsible for the safety and security of your own property and we do not accept any liability for any loss of, or damage to, property that may occur when you are on our service users' premises. You must safeguard and account for any cash which is entrusted to you in accordance with our rules and procedures.

Car Insurance If you are using your own car on our business you must ensure that your car insurance provides the proper level of cover for you to satisfactorily complete your duties.

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

Friends and Relatives Contact / Telephone Calls / Mobile Phones You should discourage your friends and relatives from either calling on you in person or by telephone except in an emergency. Incoming personal telephone calls are allowed only in the case of emergency.

It is strictly prohibited to use a service user telephone or mobile. Outgoing personal calls can only be made with the prior permission of the Responsible Manager. It is illegal to use a mobile phone without a hands-free set whilst driving. It is our policy that you should not use any mobile phone whilst driving. You should pull over to the side of the road in an appropriate place before making or receiving any telephone calls. In the event of being unable to pick up a call because you cannot find a safe place to park, you must return the call as soon as conveniently possible.

Service User Relations Our business involves the provision of services to service users and some of our employees are employed to perform work on behalf of those service users, often on their own premises.

Because of this relationship, our service users may, on rare occasions, require that such an employee be removed from a job in accordance with their contract with us. In such circumstances we will investigate the reasons for such requests. However, if our service user maintains their stance we will then take all reasonable steps to ensure that alternative work is provided.

If this is not possible we may have no alternative but to terminate such an individual's employment. This procedure is separate from any concurrent disciplinary matter that may need to be addressed. For a variety of reasons, changes in the allocation of help must be made from time to time. Whilst the benefits of continuity of care will be given a high priority, neither you nor the service user should assume that any arrangements will continue indefinitely.

Skill is necessary in selecting the most suitable person to help each service user and, because there is a requirement to operate the overall service efficiently and economically, the Responsible Manager needs to be able to adapt your work programme accordingly.

Punctuality and Attendance Care staff must arrive at the service user's home on time. A few minutes delay may not seem that important to you but it can cause anxiety to the person waiting for you. Care staff must only attend a service user's home with the knowledge



and approval of the Responsible Manager and in accordance with our practices and procedures in relation to the personal needs of the service user. If you or your double are running more than 10 minutes late, you must notify responsible manager.

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

Jury Service Where you are obliged to undertake jury service or are summoned to appear before the court as a witness, you should notify your manager immediately in order that arrangements can be made to accommodate this. You will not unreasonably be refused leave to attend. Leave for jury service is unpaid by the company however you will receive a Certificate for Loss of Earnings from the court which you should submit to accounts for completion. You can submit the completed certificate to the court in order to make a claim called a Financial Loss Allowance. Further information can be obtained by the accounts department.

Employment Termination

Resignations All resignations by employees must be supplied in writing, stating your reason for resignation.

Terminating Employment without giving notice If you terminate your employment without giving or working the required period of notice, as indicated in your individual statement of main terms of employment, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. This is an express written term of your contract of employment. You will also forfeit any contractual accrued holiday pay due to you over and above your statutory holiday pay, if you fail to give or work the required period of notice.

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

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

Garden Leave If either you or the Company serves notice on the other to terminate your employment the Company may require you to take “garden leave” for all or part of the remaining period of your employment.

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



Competition Agreement It is a condition of your employment, that for a period of twelve months immediately following the termination of your employment for any reason whatsoever, you will not, whether directly or indirectly as principal, agent, employee, director, partner or otherwise howsoever approach any individual or organisation who has during your period of employment been a customer of ours, if the purpose for such an approach is to solicit business which could have been undertaken by us. Neither shall you set up a business, or work for a business in any capacity, in direct competition with ourselves within a five mile radius of any of our sites, within the same twelve month period.

3 Months Inactivity we received no communication from you or any explanations whatsoever to explain your absence from the company (despite our attempts to make contact with you) within 3 months, we will assume that you no longer wish to work for HV and that you have terminated your employment by your own volition.

Please note that the Organization will periodically review and update employee handbook

End of Hand Book.













