

---

---

# SIGNPOSTS

## EMPLOYEE HANDBOOK

### CONTENTS

	Page
Contents	1
Employee handbook issue & updates page	3
Introduction	4
Joining our organisation	5
Wages and salaries etc	7
Holiday entitlement and conditions	9
Sickness/injury payments and conditions	10
Other benefits	13
Safeguards	14
Lone Working Policy	17
Standards	23
Health, safety, welfare and hygiene	24
Supervisory Policy - Supervision at Signposts	25
Adoption Leave Policy	27
Flexible Working Policy	31
Parental Leave Policy	34
Maternity Leave Policy	36
Paternity Leave Policy	41
Time off for Dependants	43
General terms of employment, information and procedures	44
Whistle-blowers	46
Capability and capability dismissal procedures	47

---

---

Disciplinary and disciplinary dismissal procedures	48
Capability/disciplinary appeal procedures	54
Grievance procedure	55
Personal harassment policy and procedure	56
Equal opportunities policy	59
Termination of employment	61



---

---

# SIGNPOSTS

## INTRODUCTION

Welcome to our team. We would like to wish you every success during your employment whether you recently joined us or whether you are an existing employee. We hope that your experience of working here will be positive and rewarding.

This Employee Handbook is designed both to introduce you to our organisation and to be of continuing use during your employment.

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 information on some of the main employee benefits that may be available to you and the policies and procedures relating to your employment. If you require any clarification or additional information please refer to your line manager.

Please note that we provide equal opportunities and are committed to the principle of equality in accordance with legislative provisions. We expect your support in implementing these policies. We will not condone any unlawful discriminatory act or attitude in the course of your employment or in your dealings with our clients, suppliers, contract workers, members of the public or with fellow employees. Acts of unlawful discrimination, harassment or victimisation will result in disciplinary action.

General amendments to the Employee Handbook will be issued from time to time.

Board of Directors  
and the  
Strategic Management Team

---

---

## **JOINING OUR ORGANISATION**

### **A) CRIMINAL RECORD CERTIFICATE(S)/POVA CHECKS**

The POVA scheme is designed to give greater protection to vulnerable adult. As a care provider, we have the statutory duty to check that potential new workers are not on the POVA list before allowing them to work for us. We are unable to employ anyone in a care capacity who is on the list.

We also have a duty to refer any worker to the POVA list where we suspect any case of abuse. The POVA list is a national database maintained by the Secretary of State.

Your initial employment is conditional upon the provision of a satisfactory Criminal Records Certificate of a level appropriate to your post. You will be required to consent to subsequent criminal record checks from time to time during your employment as deemed appropriate by the organisation. In the event that such certificate(s) are not supplied your employment with us will be terminated.

### **B) CONVICTIONS AND OFFENCES**

During your employment, you are required to immediately report to the organisation any convictions or offences with which you are charged, including traffic offences.

### **C) POLICY STATEMENT ON THE SECURE STORAGE, HANDLING, USE, RETENTION AND DISPOSAL OF DISCLOSURES AND DISCLOSURE INFORMATION**

1. As an organisation using the Criminal Records Bureau (CRB) to help assess the suitability of applicants for positions of trust, the organisation complies fully with the CRB Code of Practice regarding the correct handling, use, storage, retention and disposal of disclosures and disclosure information. The organisation also complies fully with its obligations under the Data Protection Act.
2. Disclosure information is never kept on an applicant's personnel file. It is always kept separately and securely in lockable, non-portable storage containers with access strictly controlled and limited to those who are authorised to see it as part of their duties in accordance with Section 124 of the Police Act 1997. We maintain a record of all those to whom disclosures and disclosure information has been revealed and we recognise that it is a criminal offence to pass the information to anyone who is not entitled to receive it.
3. Disclosure information is only used for the specific purpose for which it was requested and for which the applicant's full consent has been given.
4. Once a recruitment (or other relevant) decision has been made, the organisation does not keep disclosure information for any longer than is absolutely necessary. This is generally for a period of up to twelve months, to allow for the consideration and resolution of any disputes or complaints and inspection by the relevant Inspection Body. If, in very exceptional circumstances, the organisation considers it necessary to keep disclosure information for more than twelve months, the CRB will be consulted and full consideration will be given to the data protection and human rights of the individual.
5. Once the retention period has elapsed, the organisation will ensure that any disclosure information is immediately destroyed by secure means, i.e. by shredding, pulping or burning. While awaiting destruction, disclosure information will not be kept in any insecure receptacle (e.g. a waste bin or confidential waste sack). The organisation will not keep any photocopy or other image of the disclosure or any copy or representation of the contents of the disclosure. However, the organisation may keep a record of the date of issue of the disclosure, the name of the subject, the type of disclosure requested, the post for which the disclosure was requested, the unique reference number of the disclosure and the details of the recruitment (or other relevant) decision taken.

---

---

**D) PROBATIONARY PERIOD**

You join us on an initial probationary period as detailed in your offer letter. During this period your work performance and general suitability will be assessed and, if it is satisfactory, your employment will continue. However, if your work performance is not up to the required standard, or you are considered to be generally unsuitable, we may either take remedial action (which may include the extension of your probationary period) or terminate your employment at any time.

We reserve the right not to apply our full contractual capability and disciplinary procedures during your probationary period.

**E) JOB DESCRIPTION**

You have been provided with a job description of the position to which you have been appointed but amendments may be made to your job description from time to time in relation to our changing needs and your own ability. During holiday periods etc. it may be necessary for you to take over some duties normally performed by colleagues.

**F) EMPLOYEE TRAINING**

At the commencement of your employment you will receive training for your specific job. We encourage learning and development within our organisation and therefore as your employment progresses we would encourage further training to enhance your skills to encompass new job activities within the organisation.

It is a condition of your employment that you participate in any training deemed necessary by us for you to reach required levels of attainment standards.

**G) PERFORMANCE AND REVIEW**

Our policy is to continuously monitor your work performance so that we can maximise your strengths, and help you to overcome any possible weaknesses.

**H) JOB FLEXIBILITY**

It is an express condition of employment that you are prepared, whenever necessary, to transfer to alternative duties. This flexibility is essential as the type and volume of work is always subject to change, and it allows us to operate efficiently and gain maximum potential from our work force.

**I) MOBILITY**

You are not employed to work with one particular client, or group of service users, and it is a condition of your employment that you are prepared to work with any of our service users. This mobility is essential to the smooth running of our business.

**J) TRADE UNION MEMBERSHIP**

You are entitled to join a trade union of your choice, or not to join as the case maybe.

---

---

**WAGES AND SALARIES, ETC.****A) ADMINISTRATION**

## 1. Time sheets

Time sheets must be returned to Head Office by noon on the Monday following the end of the work period. Payments will only be approved after receipt of a completed time sheet.

## 2. Payment

- a. For all staff the pay month is the calendar month. Basic salaries are paid on or around the 20<sup>th</sup> day of the current month.
- b. You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions which have been made and the reasons for them, e.g. Income Tax, National Insurance etc.
- c. Any queries that you may have should be raised with the Deputy Chief Executive.

## 3. Overpayments

If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment but if this would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period.

## 4. Income Tax and National Insurance

At the end of each tax year you will be given a form P60 showing the total pay you have received from us during that year and the amount of deductions for Income Tax and National Insurance. You may also be given a form P11D showing non-salary benefits. You should keep these documents in a safe place as you may need to produce them for tax purposes.

**B) LATENESS/ABSENTEEISM**

1. You must attend for work punctually at the specified time(s) and you are required to comply strictly with any time recording procedures relating to your area of work.
2. All absences must be notified in accordance with the sickness reporting procedures laid down in this Employee Handbook.
3. If you arrive for work more than one hour late without having previously notified us, other arrangements may have been made to cover your duties and you may be sent home for the remainder of the shift/day without pay.
4. Lateness or absence may result in disciplinary action and/or loss of appropriate payment.

**C) SHORTAGE OF WORK**

If there is a temporary shortage of work for any reason, we will try to maintain your continuity of employment even if this necessitates placing you on short time or having to lay you off work without pay other than statutory guarantee pay.

---

**D) MATERNITY/PATERNITY LEAVE AND PAY**

You may be entitled to maternity/paternity leave and pay in accordance with the current statutory provisions. If you (or your partner) become pregnant you should notify the Chief Executive or Deputy Chief Executive at an early stage so that your entitlements and obligations can be explained to you.

**E) PARENTAL LEAVE**

If you are entitled to take parental leave in respect of the current statutory provisions, you should discuss your needs with the Chief Executive or Deputy Chief Executive, 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.

**F) 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 Chief Executive or Deputy Chief Executive, who, if appropriate, will agree the necessary time off.

---

---

## **HOLIDAY ENTITLEMENT AND CONDITIONS**

### **A) ANNUAL HOLIDAYS**

1. Your annual holiday entitlement is shown in your individual Statement of Main Terms of Employment (Form SMT).
2. It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. We may permit up to 5 days (pro-rata for part-time staff) holidays to be carried forward to the following holiday year. This is only allowed at the discretion of the Executive Committee and if so authorised, the holidays must be taken within the first two months of the year.
3. You should complete form HR for all holiday requests and have it signed by your Line Manager before making any firm holiday arrangements.
4. Holiday requests will only be considered if you present them on form HR and we will allocate agreed holiday dates on a "first come - first served" basis whilst ensuring that operational efficiency and appropriate staffing levels are maintained throughout the year.
5. You should give at least four week's notice of your intention to take holidays and one weeks' notice is required for odd single days.
6. You may not normally take more than two working weeks consecutively.
7. Your holiday pay will be at your normal basic pay unless shown otherwise on your Statement of Main Terms.

### **B) PUBLIC/BANK HOLIDAYS**

Your entitlement to public/bank holidays and to any additional payment which may be made for working on a public/bank holiday is shown in your individual Statement of Main Terms of Employment.

---

---

## **SICKNESS/INJURY PAYMENTS AND CONDITIONS**

### **A) NOTIFICATION OF INCAPACITY FOR WORK**

1. You must notify us by telephone on the first day of incapacity and at the earliest possible opportunity. You should try to give some indication of your expected return date and notify us as soon as possible if this date changes. Notification should be made personally (or if you are unable to do so, then by a relative, neighbour or friend), to your Line Manager
2. If your incapacity extends to more than seven days you are required to notify us of your continued incapacity once a week thereafter.
3. When sickness accruing payments under these provisions occur during annual holidays the employee will be credited with the equivalent number of hours holiday to be taken at a later date, providing notification as per the above is followed.

### **B) EVIDENCE OF INCAPACITY**

1. Doctor's certificates are not issued for short-term incapacity. In these cases of incapacity (up to and including seven calendar days) you must sign a self-certification absence form on your return to work.
2. If your sickness has been (or you know that it will be) for longer than seven days (whether or not they are working days) you should see your doctor and make sure he/she gives you a medical certificate and forward this to us without delay. Subsequently you must supply us with consecutive doctor's medical certificates to cover the whole of your absence.

### **C) PAYMENTS**

1. You are entitled to statutory sick pay (SSP) if you are absent because of sickness or injury provided you meet the criteria in the current SSP regulations. When you are absent for four or more consecutive days you will be paid SSP by us if you are eligible. This is treated like wages and is subject to normal deductions.
2. Qualifying days are the only days for which you are entitled to SSP. These days will be notified to you. The first three qualifying days of absence are waiting days for which SSP is not payable. Where a second or subsequent period of incapacity (of four days or more) occurs within 56 days of a previous period of incapacity, waiting days are not served again.
3. Any contractual sickness/injury payments are detailed in your Statement of Main Terms of Employment.
4. Any days of contractual sickness/injury payments which qualify for SSP will be offset against SSP on a day-to-day basis. A deduction will be made for any other state benefits received if you are excluded or transferred from SSP.
5. If you are entitled to any payments in excess of SSP and your entitlement expires, full or part payment may be allowed at our discretion where it is considered that there are special circumstances warranting it.
6. Where the circumstances of your incapacity are such that you receive or are awarded any sum by way of compensation or damages in respect of the incapacity from a third party, then any payments which we may have made to you because of the absence (including SSP) shall be repaid by you to us up to an amount not exceeding the amount of the compensation or damages paid by the third party and up to, but not exceeding, any amount paid by us.

---

---

**D) RETURN TO WORK**

1. You should notify your Line Manager as soon as you know on which day you will be returning to work, if this differs from a date of return previously notified.
2. If you have been suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.
3. On return to work after any period of sickness/injury absence (including absence covered by a medical certificate), you are also required to complete a self-certification absence form and hand this to your Line Manager
4. Upon returning to work you may be interviewed by your Line Manager for the purposes of ascertaining your well-being.

**E) GENERAL**

1. Submission of a medical certificate or sickness self-certification absence form, although giving us the reason for your absence, may not always be regarded by us as sufficient justification for accepting your absence. Sickness is just one of a number of reasons for absence and although it is understandable that if you are sick you may need time off, continual or repeated absence through sickness may not be acceptable to us.
2. In deciding whether your absence is acceptable or not we will take into account the reasons and extent of all your absences, including any absence caused by sickness. We cannot operate with an excessive level of absence as all absence, for whatever reason, reduces our efficiency.
3. We will take a serious view if you take sickness/injury leave which is not genuine, and it will result in disciplinary action being taken.
4. If we consider it necessary, we may ask your permission to contact your doctor or for you to be independently medically examined.

---

---

**SICKNESS SELF-CERTIFICATION ABSENCE**

Form SCA

This form should be completed on your return to work following any period of sickness.

If you are returning to work after a period of sickness of more than 7 calendar days a medical certificate or certificates should already have been provided to cover the period of absence in excess of these first seven days.

<b>NAME:</b>			
<b>Dates of sickness (Including non-working days)</b>			
<b>FROM</b>		<b>TO</b>	
_____	am/pm	_____	am/pm
_____	day	_____	day
_____	date	_____	date
<b>Dates of absence</b>			
<b>FROM</b>		<b>TO</b>	
_____	am/pm	_____	am/pm
_____	day	_____	day
_____	date	_____	date
<b>Details of sickness or injury</b>			
<b>Did you consult a Doctor? YES/NO. If YES please give details of: Doctor's name, address, date of visit, treatment received and any current treatment. If NO please state why not.</b>			
<b>Declaration</b>			
I certify that I was incapable of work because of my sickness/injury on the dates shown above and that this information is true and accurate.			
I acknowledge that false information will result in disciplinary action.			
I hereby give my employer permission to verify the above information.			
Signed _____ (employee)		Acknowledged _____ (for employer)	
Date _____			

---

---

**OTHER BENEFITS****PENSION SCHEME**

We have a pension scheme that you will be able to join, details of which are available separately.

---

---

## **SAFEGUARDS**

### **A) IDENTITY CARD**

If you are a regular visitor to service users' homes, you will have been issued with an identity card. It must be carried during all working hours and shown to a service user on request. The card remains our property and must be returned to us if your employment ends, or at any other time on request.

### **B) RIGHTS OF SEARCH**

1. We have the contractual right to carry out searches of employees and their property (including vehicles) whilst they are on our premises or business. These searches are random and do not imply suspicion in relation to any individual.
2. If you should be required to submit to a search, if practicable you will be entitled to be accompanied by a third party to be selected from only someone who is on the premises at the time a search is taking place. This right also applies 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. Whilst you have the right to refuse to be searched, refusal by you to agree to being searched will constitute a breach of contract, which could result in your dismissal.
5. We reserve the right to call in the police at any stage.

### **C) 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, whether before or after the termination of your employment, disclose such information to any person without our written consent.
2. You are to exercise reasonable care to keep safe all documentary or other material containing confidential information, and shall at the time of termination of your employment with us, or at any other time upon demand, return to us any such material in your possession.
3. You are required to comply with our policies and procedures on service user confidentiality and data protection.

### **D) ACCEPTANCE OF GIFTS, ETC.**

You must not accept gifts/presents from service users or their relatives and must not advise on financial investments or on the preparation of wills, etc. and you must not put your signature to any such documents. Any such request must be notified to your Line Manager

### **E) STATEMENTS TO RELATIVES**

Statements or opinions relating to service users' physical or mental well-being will be given only by approved qualified staff.

---

---

**F) STATEMENTS TO THE MEDIA**

Any statements to reporters from newspapers, radio, television, etc. in relation to our business will be given only by the Executive Committee.

**G) VIRUS PROTECTION PROCEDURES**

In order to prevent the introduction of virus contamination into the software system the following must be observed:-

- a. unauthorised software including public domain software, magazine cover disks/CDs or Internet/World Wide Web downloads must not be used; and
- b. all software must be virus checked using standard testing procedures before being used.

**H) USE OF COMPUTER EQUIPMENT**

In order to control the use of the organisation's computer equipment and reduce the risk of contamination the following will apply:-

- a. The introduction of new software must first of all be checked and authorised by the Chief Executive or the Deputy Chief Executive before general use will be permitted.
- b. Only authorised staff should have access to the organisation's computer equipment.
- c. Only authorised software may be used on any of the organisation's computer equipment.
- d. Only software that is used for business applications may be used.
- e. No software may be brought onto or taken from the organisation's premises without prior authorisation.
- f. Unauthorised access to the computer facility will result in disciplinary action.
- g. Unauthorised copying and/or removal of computer equipment/software will result in disciplinary action, such actions could lead to dismissal.

**I) E-MAIL AND INTERNET POLICY**

1. Introduction

The purpose of the Internet and E-mail policy is to provide a framework to ensure that there is continuity of procedures in the usage of Internet and E-mail within the organisation. The Internet and E-mail system have established themselves as an important communications facility within the organisation and have provided us with contact with professional and academic sources throughout the world. Therefore, to ensure that we are able to utilise the system to its optimum we have devised a policy that provides maximum use of the facility whilst ensuring compliance with the legislation throughout.

2. Internet

Where appropriate, duly authorised staff are encouraged to make use of the Internet as part of their official and professional activities. Attention must be paid to ensuring that published information has relevance to normal professional activities before material is released in the organisation's name. Where personal views are expressed a disclaimer stating that this is the case should be clearly added to all correspondence. Intellectual property rights and copyright must not be compromised when publishing on the Internet. The availability and variety of information on the Internet has meant that it can be used to obtain material reasonably considered to be offensive. The use of the Internet to access and/or distribute any kind of offensive material, or material that is not work-related, leaves an individual liable to disciplinary action which could lead to dismissal.

---

---

3. E-mail

The use of the E-mail system is encouraged as its appropriate use facilitates efficiency. Used correctly it is a facility that is of assistance to employees. Inappropriate use however causes many problems including distractions, time wasting and legal claims. The procedure sets out the organisation's position on the correct use of the E-mail system.

4. Procedures - Authorised Use

- a. Unauthorised or inappropriate use of the E-mail system may result in disciplinary action which could include summary dismissal.
- b. The E-mail system is available for communication and matters directly concerned with the legitimate business of the organisation. Employees using the E-mail system should give particular attention to the following points:-
  - i) all comply with organisation communication standards;
  - ii) E-mail messages and copies should only be sent to those for whom they are particularly relevant;
  - iii) E-mail should not be used as a substitute for face-to-face communication or telephone contact. Flame mails (i.e. E-mails that are abusive) must not be sent. Hasty messages sent without proper consideration can cause upset, concern or misunderstanding;
  - iv) if E-mail is confidential the user must ensure that the necessary steps are taken to protect confidentiality. The organisation will be liable for infringing copyright or any defamatory information that is circulated either within the organisation or to external users of the system; and
  - v) offers or contracts transmitted by E-mail are as legally binding on the organisation as those sent on paper.
- c. The organisation will not tolerate the use of the E-mail system for unofficial or inappropriate purposes, including:-
  - i) any messages that could constitute bullying, harassment or other detriment;
  - ii) personal use (e.g. social invitations, personal messages, jokes, cartoons, chain letters or other private matters);
  - iii) on-line gambling;
  - iv) accessing or transmitting pornography;
  - v) transmitting copyright information and/or any software available to the user; and
  - vi) posting confidential information about other employees, the organisation or its customers or suppliers.

---

---

## **LONE WORKING POLICY**

### **A) POLICY STATEMENT**

Health and Safety Legislation imposes a general duty on all employers to ensure the health, safety and welfare of employees whilst at work and anyone else who may be affected by the work activities. This requirement includes the need to ensure that appropriate arrangements are in place whilst employees are working alone.

It is the policy of Signposts to ensure, so far as is reasonably practicable, that employees who are required to work alone or unsupervised for significant periods of time are protected from risks to their health, safety and welfare.

These measures will be extended where appropriate, to include contractors and anyone else who may be involved in lone working for Signposts.

### **B) PROTECTION OF EMPLOYEES WHO MAY BE REQUIRED TO WORK ALONE AND/OR OUTSIDE NORMAL WORKING HOURS**

It is the responsibility of managers to assess the potential risks of lone working to employees and to ensure that arrangements are in place to reduce these risks to the lowest possible level in accordance with other policies and procedures. Managers must also ensure that all employees have received appropriate information, instruction and training relating to lone working and provide them with opportunities to raise any concerns.

It is the responsibility of employees to follow these arrangements and to raise any additional concerns, changes in working practices or situations etc. with their line manager as soon as they arise.

### **C) RISK ASSESSMENTS FOR LONE WORKING**

The undertaking of risk assessments, which identify and control the hazards and risks associated with lone working, are a legal requirement under the Management of Health and Safety at Work Regulations. These will assist in identifying whether work may be carried out safely by one, unaccompanied person. Risk Assessments should include the identification of hazards from; access and/or egress, environmental factors, personal factors, violence, etc. and should be carried out in association with the employees who will be undertaking the duties to ensure that their experiences, concerns etc are taken account of.

### **D) IDENTIFICATION OF RISK**

Line managers should establish clear procedures to set limits of what activities can and cannot be carried out whilst working alone. It is not possible to list all possible scenarios within the policy however; examples may include visiting a service user known to have violent tendencies, visiting a new, service user unknown to Signposts with limited information about them, working alone in an office outside of standard working hours.

Lone working may expose employees and others in particular hazards, which may not be apparent in normal circumstances. Signposts aim is to eliminate these hazards completely or, where this is not possible, to reduce them to an acceptable level.

---

---

In carrying out a Lone Working Risk Assessment particular consideration should be given to:

- a. Task/activity to be carried out
    1. Timing and whether or not it is appropriate for the task to be carried out alone.
    2. Level of risk
    3. Staff/police response time
    4. Complexity of task
    5. Training requirements
    6. Additional information
  - b. The ability of employees
    1. Training provision/requirements
    2. Relevant qualifications and experience
    3. Medical fitness
    4. Competence for task including supervision issues for new employees
  - c. The remoteness or isolation of workplaces
    1. Means of communication
    2. Means of raising an alarm
    3. Time required for help to arrive
    4. Access and egress routes
    5. Transport arrangements
  - d. The risk of injury, violence or criminal activity etc
    1. Awareness of the contents of Service User risk assessments, care plans etc.
    2. Awareness of known associates and/or relatives of the Service User.
    3. Information relating to previous visits, social worker concerns etc.
    4. Awareness of medication, alcohol and/or drugs issues.
    5. Presence of family pets etc, which may pose a threat or intimidate
  - e. Service users' individual requirements
    1. As for d) above
    2. Gender, race and/or culture issues
  - f. Means of communication
    1. Mobile phone
    2. Landline telephone
    3. Personal Alarm
    4. Buddy system
    5. Lone Worker System
  - g. Emergency and accident procedures, e.g.:
    1. Means of summoning assistance
    2. Means of raising the alarm
    3. Reporting of accidents, incidents, injuries etc
  - h. The nature of any potential injury or damage and anticipated "worst case" scenario
    1. Control measures for dealing with the situation
    2. Procedures to be followed in an emergency
    3. Contact points, including those for "out of hours" working
- 
-

- 
- 
- i. Backup/supports contacts
    - 1. Line manager
    - 2. Emergency Duty Team
    - 3. Emergency services – police, fire, ambulance
    - 4. Property Group
    - 5. Health and Safety

Local rules, arrangements and risk assessments should be developed and documented to cover these issues where appropriate and should also take account of any operational guidelines, which may be available.

## **E) INFORMATION, INSTRUCTION, TRAINING AND SUPERVISION**

Employees must be provided with appropriate information, instruction, training and supervision to enable them to carry out their duties in a safe manner and to identify hazards and risks associated with lone working. Employees must follow safe systems of work where they are in operation and report any shortcomings or concerns in the employer's arrangements for health and safety to their line manager as soon as possible.

Managers must identify training requirements of their employees during supervision sessions and give employees the opportunity to have input into this process. Managers must then ensure that relevant training courses are identified and that employees are given the opportunity to attend them. This process should be reviewed during further supervision sessions.

## **F) SUMMARY**

Working alone may bring additional risks to a work activity. Signposts provides appropriate information to enable managers to develop local arrangements to control these risks and to protect employees.

Important things to consider are that:

- i) The lone worker has full knowledge of the hazards and risks to which he or she may be exposed and that they feel capable of carrying out the task/activity in this situation.
- ii) The lone worker is aware of the procedures to follow in the event that something untoward happens, is aware of their own personal limitations and does not exceed them.
- iii) An appropriate manager is aware of the whereabouts of all lone workers under their supervision and what activities they are involved in.
- iv) Procedures are in place to allow lone workers to report back following completion of their task/activities.

---

---

**G) PROTECTION OF CONTRACTORS WHO MAY BE REQUIRED TO CARRY OUT WORK FOR SIGNPOSTS ALONE/OR WORK OUTSIDE STANDARD ESTABLISHMENT HOURS**

The general requirement to ensure the health, safety and welfare of contractors carrying work on behalf of signposts rests with their direct employers.

There may be occasions when contract work must be carried out before/after standard establishment working hours or in isolation. In such cases the action required by the Manager is the same as that required at any other time. The Manager of the establishment/office must liaise with the contractor prior to work commencing, to ensure that appropriate arrangements are in place which take the isolation factor into consideration and provide appropriate information to enable the contractor to carry out the work safely, i.e. security measures, fire escape routes, details of hazards and risks which may affect the work being carried out.

Where there is any doubt as to the feasibility of the work being carried out, the appropriate building surveyor should be contacted for advice.

If you have any comments, concerns or queries relating to the content of this policy or the issue of lone working, please contact your Line Manager in the first instance.

**H) PROCEDURES FOR HOME VISITS INCLUDING RISK ASSESSMENT**

Home visit is defined as any contact with clients outside of Signposts buildings.

**Home Visit Check List**

This is part of the lone working policy and it is vital that you adhere to these procedures.

- Ensure that you have a named base contact – you must contact **this** person when you have finished. (office duty or strategic, NOT apprentice!).
- Make sure your mobile phone is 'at hand' during your home visit – do not have it in your bag.
- You must ring in after **ALL** home visits – even when you finish earlier than planned, or the client is not in. It is NOT acceptable to not ring in

**If you do not ring in and we cannot contact you,  
we WILL contact the police.**

**Risk assessment of each visit (Guidelines from CVS)**

1. How well do you know the client?  
**Safest** – known to you; information from another agency.  
**Riskiest** – not known at all; first visit; no history from another agency.
2. What gender are they in relation to you?  
**Safest** – same gender  
**Riskiest** – opposite gender, particularly female staff to male client.
3. Time of day.  
**Safest** - daytime  
**Riskiest** – night time
4. Location.  
**Safest** – public place,  
**Riskiest** – bedroom in B and B, lone visit to flat

---

Number of riskiest factors:

- 4 – Visit at Signposts
- 3 – Take a colleague
- 2 – Consider taking a colleague or a safer location i.e. café
- 1 – Proceed with care

#### **Procedures for planned visits**

1. Contact person on office duty at Signposts to let them know;
  - Where you are going.
  - What time you expect to return.
2. If the person on office duty is unavailable, contact the strategic cover to let them know;
  - Where you are going.
  - What time you expect to return.
3. If no one is available cancel the visit. Do not use the apprentice!
4. Office duty or strategic worker should phone worker if not returned by time stated;
  - If worker answers to confirm everything OK – arrange another time for return.
  - Worker doesn't answer - try texting and ringing again. Ring the clients home phone.
  - If no contact can be made with worker or client call police.

There is a responsibility on the office duty/strategic cover to ensure they are aware of what time to call workers. The worker is responsible for making sure they ring into the office at the stated time or that they can be contacted.

#### **Personal safety training for staff**

- Knowledge of above risk assessment and procedures for visits.
- General personal safety issues including travelling to and from visits; prevention of infection; 'Get out' strategies.

#### **Continual risk assessment whilst working**

- Cancel visit if you suspect the client has been using alcohol or drugs.
- Cancel visit if client has visitors that are not known to you.
- Use 'Get out' strategy if client receives visitors whilst you are there.
- Be aware of any change of mood.
- If you feel at all uncomfortable during your visit use a 'get out' strategy. Your safety is more important, home visits can be rearranged.

---

---

### **Practical**

- ID cards and mobile phones for all workers attending home visits.
- Reporting of incidents.
- Protocols between agencies.

### **Code words**

If you are contacted during a home visit or need to call for help, please use the following 'code words'. This ensures that you do not raise suspicion and are able to call for help without the client's knowledge.

- 'I'm running late so can you cancel my appointment with Pam please.'

---

---

## **STANDARDS**

### **A) WASTAGE**

1. We maintain a policy of "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 during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc.
3. The following provision is an express written term of your contract of employment:-
  - a. any damage caused by you that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement;
  - b. any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss.
  - c. we reserve the right to deduct the cost of any damage to our vehicles, or the insurance excess, whichever is the lower, due to an at fault accident. This is an express written term of your contract of employment.
4. In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

### **B) STANDARDS OF DRESS**

As you will come into contact with service users and members of the public, it is important that you present a professional image with regard to appearance and standards of dress. You should wear clothes appropriate to your job responsibilities, and they should be kept clean and tidy at all times.

### **C) HOUSEKEEPING**

Both from the point of view of safety and of appearance, work areas must be kept clean and tidy at all times.

---

---

## HEALTH, SAFETY, WELFARE AND HYGIENE

### A) SAFETY

1. You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately.
2. You must not take any action which could threaten the health or safety of yourself, other employees, service users or members of the public.
3. Protective clothing and other equipment which may be issued for your protection because of the nature of your job must be worn at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear is your responsibility.

### B) SMOKING POLICY

Our policy of no smoking on our premises, those of any service user, or in our vehicles must be observed at all times.

### C) ALCOHOL & DRUGS POLICY

Under legislation we, as your employer, have a duty to ensure so far as is reasonably practicable, the health and safety and welfare at work of all our employees and similarly you have a responsibility to yourself and your colleagues. The use of alcohol and drugs may impair the safe and efficient running of the business and/or the health and safety of our employees.

The effects of alcohol and drugs can be numerous:-  
(these are examples only and not an exhaustive list)

- a. absenteeism (e.g. unauthorised absence, lateness, excessive levels of sickness, etc.);
- b. higher accident levels (e.g. at work, elsewhere, driving to and from work); and
- c. work performance (e.g. difficulty in concentrating, tasks taking more time, making mistakes, etc.).

If your performance or attendance at work is affected as a result of alcohol or drugs, or we believe you have been involved in any drug related action/offence, you may be subject to disciplinary action and, dependent on the circumstances, this may lead to your dismissal.

### D) HYGIENE

1. You must wash your hands immediately before commencing work and after using the toilet.
2. Any cut or burn on the hand or arm must be covered with an approved visible dressing.
3. If you are suffering from an infectious or contagious disease or illness, or have a bowel disorder, boils, skin or mouth infection, you must not report for work without clearance from your own doctor.
4. Contact with any person suffering from an infectious or contagious disease must be reported to your Line Manager before your start work.

---

---

## **SUPERVISORY POLICY - SUPERVISION AT SIGNPOSTS**

### **A) WHAT IS SUPERVISION?**

Supervision sessions are designed to be a regular opportunity for you to discuss your involvement at Signposts. They offer you an organised time and safe space to consider your work, in order that you can improve your confidence, access support and match your skills with the needs of Signposts. Supervision is an opportunity to reflect on your own practice, celebrate what has gone well, and consider alternative approaches to pieces of work that have gone less well. Supervision offers mutual space to consider ways in which the organisation can benefit from your knowledge and experience and identify areas for self development.

Supervision also provides the ideal time for you to:

- mention that idea you've had for making the project run a bit more smoothly
- ask why a particular policy exists, or what it means in practice
- ask what you should do if you were in a particular situation that you're not quite sure how to handle.

### **B) HOW LONG WILL MY SUPERVISION TAKE?**

The session usually last between 30 minutes and an hour, although his may vary depending on what needs to be discussed.

### **C) WHO WILL DO MY SUPERVISION SESSION?**

A suitably trained volunteer or member of staff who is your Line Manager.

### **D) WHAT SORT OF TOPICS MAY BE COVERED IN A SUPERVISION SESSION?**

The agenda for the session will normally be set jointly by you and your supervisor at the start of the session, but some of the regular topics that may be discussed include:

- Positive and negative experiences since your last supervision.
- New things you would like to try.
- Problems that you have been having, and their possible solutions.
- Your role within the project.
- Your professional relationships with other members of the team.
- Any training that you feel that you need, and possible ways of meeting these needs.
- The key tasks that you would like to accomplish over the next few months.

### **E) HOW CONFIDENTIAL WILL THE SUPERVISION SESSION BE?**

The discussion that takes place in the supervision is intended as confidential between the supervisor, the person being supervised and the Project Director. Notes taken during the supervision will we written up by the supervisor and then agreed with the person being supervised before being placed on file. Access to this file will be limited to the supervisor, the person being supervised, the Project Director and the other full-time members of staff, on a "need to know" basis only. In the case of a supervisor needing to change, the new supervisor will also have access to the supervision notes that have previously been taken, in order to ensure continuity.

---

---

As a result of the discussion that takes place in the supervision session, you may agree to the supervisor discussing the issues involved with another member of the team in order to act on your agreed goals.

The only exception to this policy of confidentiality is if a topic is discussed which falls within the exceptions listed in the Signposts Confidentiality and Child Protection Policy.

**F) WHAT SHOULD I GET OUT OF A SUPERVISION SESSION?**

- Learning about the way you work.
- Learning about alternative ways to deal with difficult situations.
- Awareness of your training needs and what practical opportunities exist to meet them.
- Support over any professional issues that you have encountered whilst working at Signposts.
- A plan of action that is agreed by both you and your supervisor at the end of the session, detailing who is responsible for doing what as a result of the discussion that has taken place.

**G) ULTIMATELY, THE SUPERVISION SESSION AIMS TO:**

- Assist you in your personal growth and learning.
- Ensure that you are aware of, and work within, the policies of Signposts.

Ensure Signposts grows and develops through listening to the ideas of all the team and maximising their potential by ensuring volunteers' abilities are being used appropriately and that volunteers are being supported well.

---

---

## **ADOPTION LEAVE POLICY**

### **A) INTRODUCTION**

If you are matched for adoption with a child, you may be entitled to either Adoption leave or Paternity leave. One parent cannot claim entitlement to both periods of leave, and it is up to you to decide which you wish to claim (subject to eligibility).

You may be entitled to a total of 52 weeks adoption leave, dependant upon your length of service with us. We have set out below all of your rights and obligations should you be matched for adoption. We would ask that you notify us as soon as possible of your situation so that we can ensure you are fully aware of all your entitlements and obligations.

### **B) ELIGIBILITY**

You must have at least 26 weeks' continuous service with us, leading into the week in which you are notified of having been "newly matched" with a child. Adoption leave is not available in circumstances where a child is not newly matched for adoption, for example when a step-parent is adopting a partner's children. You must have notified the adoption agency of agreement to the placement and of agreement to the date of the placement.

Where a child is jointly adopted by two parents, only one parent can take adoption leave and it is for them to choose who that should be. The other parent may be entitled to statutory paternity leave.

Only one period of leave is available irrespective of whether one or more child is placed for adoption as part of the same arrangement (unlike parental leave where the right to leave is a right per qualifying child). However, if an additional child is adopted at a later date as a separate agreement then you could qualify again for a separate period of adoption leave.

### **C) ORDINARY AND ADDITIONAL ADOPTION LEAVE**

Under the regulations adoption leave is divided into two categories, 'ordinary' and 'additional'. Each is for 26 weeks, with additional leave following on from ordinary adoption leave, giving 52 weeks leave in total. If you are eligible for ordinary adoption leave you will also qualify automatically for additional adoption leave.

During ordinary adoption leave you are entitled to the benefit of your normal terms and conditions of employment, except wages and salary. However, most adopters will be entitled to statutory adoption pay (see below) during this period.

During additional adoption leave the employment contract continues but only certain specified contractual obligations and benefits remain in force, for example notice periods and compensation in the event of redundancy.

### **D) COMMENCEMENT OF ADOPTION LEAVE**

You can choose to start your adoption leave on the date of the child's placement (whether this is earlier or later than was expected), or on a predetermined fixed date no earlier than 14 days before the expected date of placement and no later than the date of placement. Adoption leave can start on any day of the week.

---

## **E) NOTIFICATION REQUIREMENTS**

You are required to give us notice, in writing, of your intention to take adoption leave within seven days of being notified by the adoption agency that you have been matched with a child, unless this is not reasonably practicable. The notice must specify:

- a. the date the child is expected to be placed with the you; and
- b. the date you want the adoption leave to start.

You should provide documentary evidence - a "matching certificate" - from the adoption agency. The certificate will include basic information on matching and expected placement dates.

You are able to change your mind about the date on which you want their adoption leave to start providing you inform us at least 28 days in advance, unless this is not reasonably practicable.

We will write to you to notify you of the date on which you are expected to return to work if the full entitlement to adoption leave is taken, within 28 days of the date on which you notified us of your intention to take leave, or, if you have varied the date originally chosen to start adoption leave, within 28 days of the date on which adoption leave began.

## **F) RETURNING TO WORK**

If you are returning to work at the end of additional adoption leave, you simply present yourself for work at the end of that period.

If you return to work at the end of your ordinary adoption leave you are entitled to return to the same job, with the same terms and conditions, in which you were employed before your absence.

If you return to work after a period of additional adoption leave, you are entitled to return to the same job in which you were employed before your absence or, if that is not reasonably practicable, to another

### **Keeping in touch days**

You can work for up to 10 days during your adoption leave period without losing statutory payments for that week, or ending your entitlement to leave.

For this purpose any work carried out on any day, even just an hour's work, is deemed to constitute "a day's work". Any days' work done under this provision will not have the effect of extending the total duration of the adoption leave period.

Payment in respect of these 'keeping in touch' days will be agreed beforehand.

## **G) DISRUPTED PLACEMENT IN THE COURSE OF ADOPTION LEAVE**

If you have begun a period of adoption leave in respect of a child before the placement of the child has taken place, and you are subsequently notified that the placement will not be made, your adoption leave period will end eight weeks after the week of that notification.

If, during adoption leave, the child dies or is returned to the adoption agency, the adoption leave period will end eight weeks after the week in which the child dies; or is returned; or at the end of the 26 week additional adoption leave period, if that is earlier.

---

## H) **ADOPTION PAY**

Dependant upon your length of service, you may be entitled to Statutory Adoption Pay (SAP), which would be paid in the same way as your wages would be paid if you were not on leave. If you do not qualify for such a payment, you may, dependant upon your circumstances, be eligible to receive allowances from the appropriate government departments.

### 1. **Eligibility**

You will qualify for Statutory Adoption Pay if you meet the following criteria:

- a. a child is, or is expected to be, placed with you for adoption under UK law;
- b. you have been continuously employed by us for at least 26 weeks continuing into the week of notification of being matched with a child (the matching week);
- c. you have average weekly earnings of not less than the lower earnings limit relevant for the National Insurance purposes;
- d. you have given at least 28 days' notice in writing of the date on which you wish SAP to start (unless this is not reasonably practicable). This notice may have already been given at the time you gave the required notice for leave; and
- e. you have started your adoption leave.

### 2. **Matching Certificate**

In addition to the above, you must also provide us with a matching certificate from the adoption agency and a declaration of election to receive SAP rather than Statutory Paternity Pay.

### 3. **Length of Pay Period**

The period for which SAP may be paid is called the adoption pay period and can last for up to 39 weeks starting, at your choice, from either:

- a. the date on which the child is placed for adoption or, if you are at work on that day, on the following day; or
- b. a predetermined date, specified by you, which is no more than 14 days before the date on which the child is expected to be placed with you and no later than that date.

The adoption pay period can start on any day of the week.

There are special provisions governing the early termination of the adoption pay in circumstances where the adoption pay is disrupted:

- a. if, after the placement, the child dies or is returned to the adoption agency then the adoption pay period would terminate eight weeks after the end of the week during which the child died or was returned; and
- b. if the adoption pay period has begun prior to the date the child has been placed for adoption, but the placement does not take place then the adoption pay period would terminate eight weeks after the end of the week during which you were notified that the placement would not be made.

---

For this purpose a "week" means a period of seven days commencing on a Sunday.

There is no liability to pay SAP in respect of any week during any part of which you are entitled to Statutory Sick Pay.

If you return to work for more than 10 days during your adoption pay period (see above, keeping in touch days), you will lose one weeks' SAP for each week or part week worked.

4. **Amount of Payment**

Payment will be made at the standard rate of SAP.

---

---

## **FLEXIBLE WORKING POLICY**

### **A) INTRODUCTION**

In order to comply with legislation and to ensure that our employees are able to achieve an appropriate work/life balance we have produced the following policy. To qualify for the right to make a request for flexible working you must be a parent or a carer. You do not have an automatic right to vary your terms and conditions, but you do have a right to have your request considered fully.

### **B) ELIGIBILITY**

To qualify for the statutory right to request flexible working you must

have been employed by us for at least 26 weeks at the date you make the application and are not an agency worker or member of the armed forces.

#### **1. Parents**

To qualify for the right to make a request as a parent you must

- a. be the mother, father, adopter, guardian or foster parent of a child under the age of six (or under 18 in the case of a disabled child); or be married to; or the civil partner or partner of such a person;
- b. have, or expect to have, responsibility for the child's upbringing and be making the application to enable them to care for the child; and
- c. make the application no later than the day before the child's 6th birthday or 18th birthday in the case of a disabled child.

#### **2. Carers**

To qualify for the right to make a request as a carer, you must also be, or expect to be, caring for an adult (aged 18 or over) who is:

- a. a spouse, civil partner or partner of the employee;
- b. a near relative of the employee (parent, guardian, child, sibling, uncle, aunt, grandparent - including in-laws, step-relatives and adoptive relatives); or
- c. a person who isn't in either of the above categories but who lives at the same address as the employee.

Once you have made an application no further application may be made to us within the next twelve months.

### **C) SCOPE OF REQUEST**

You are able to apply for changes to:

- a. hours of work;
- b. times of work; and/or
- c. the place of work as between the employee's home and a place of business of the employer.

For example, you may make a request for annualised hours, compressed hours, flexitime, job-sharing, staggered hours, shift or term-time working.

---

---

You should consider carefully the variations that you require since, If we agree to accept your application, a permanent variation of your contract will result (unless agreed otherwise). This means that once a change has been made, you do not have the right to revert back to your previous terms and conditions.

#### **D) HOW TO APPLY**

An application form is available and must contain the following information:

- i) it must be made in writing and state that it is an application for flexible working;
- ii) it must state whether a previous application has been made under this procedure and, if so, when;
- iii) it must specify the change applied for and the date on which it is proposed the change should become effective;
- iv) it must explain what effect, if any, you think that making the change applied for would have on the employer and how, in your opinion, any such effect might be dealt with;
- v) it must explain how you meet the conditions in respect of your relationship to the child or person to be cared for; and
- vi) it must be dated.

#### **E) PROCEDURE FOR DEALING WITH YOUR APPLICATION**

##### **1. Meeting**

We will normally arrange to meet with you to discuss your application within 28 days of its receipt. The meeting will be held at a mutually convenient time and place.

##### **2. Notice of Decision**

Within 14 days after the date of the above meeting we will give you a written, dated, notice of our decision.

If we agree with your request we will also state the date on which it is to take effect. If we decide to refuse your application, we will also state our grounds for refusal.

#### **F) CONSIDERATIONS**

When dealing with your application we will consider the following:

- a. the burden of additional costs;
- b. detrimental effect on ability to meet customer demand;
- c. inability to reorganise work among existing staff;
- d. inability to recruit additional staff;
- e. detrimental impact on quality;

- 
- f. detrimental impact on performance;
  - g. insufficiency of work during the periods the employee proposes to work; and
  - h. planned structural changes.

**G) RIGHT OF APPEAL**

You have the right to appeal against our decision to refuse an application. To do so you must appeal in writing, within 14 days after the date on which the notice of decision was given and set out your grounds for appeal. The appeal must be dated.

Upon receipt on your appeal we will hold a meeting with you to discuss the matter within 14 days. If an appeal meeting is held, the time and place will be mutually convenient.

Within 14 days after the date of the appeal meeting we will give you written, dated, notice of our decision on the appeal. If we uphold your appeal the notice will specify the contract variation agreed to and the date on which it is to take effect. If we dismiss your appeal the notice will state the grounds for the decision and contain a sufficient explanation as to why those grounds apply.

**H) EXTENSION OF TIME PERIODS**

Both parties may agree to an extension of any of the time periods referred to above.

**I) RIGHT TO BE ACCOMPANIED**

You have the right to be accompanied at any of the meetings referred to above by a single companion who is a fellow employee or a Trade Union

---

---

## **PARENTAL LEAVE POLICY**

### **A) INTRODUCTION**

The purpose of parental leave is to care for a child. This means looking after the welfare of the child and that can include making arrangements for the good of the child. Caring for a child does not necessarily mean being with the child 24 hours a day. The leave might be taken simply to enable parents to spend more time with young children. The following are examples of the way leave might be used to:

- a. spend more time with the child in early years;
- b. accompany the child during a stay in hospital;
- c. investigate new schools;
- d. settle the child into new child care arrangements; or
- e. enable the family to spend more time together, for example, when taking the child to stay with grandparents.

Parental leave is unpaid. The right to statutory parental leave is an individual right so both parents are entitled to statutory parental leave for each child, i.e. a parent with two children under the age of five would be entitled to a total of 26 weeks parental leave (2 x 13 weeks).

### **B) ELIGIBILITY AND ENTITLEMENT**

To qualify for parental leave you must have completed one year's continuous employment with us.

You are entitled to take up to 13 weeks' unpaid parental leave during the first five years of the child's life (subject to a maximum of four weeks in any one year).

Parents of a child who is entitled to disability living allowance may take up to 18 weeks' unpaid parental leave prior to the child's 18th birthday.

In the case of adoption, parents are entitled to have 13 weeks' unpaid leave to be taken up to five years from the date at which the child was placed for adoption or until the child's 18th birthday, whichever is sooner.

### **C) NOTIFICATION REQUIREMENTS**

You must make your request for parental leave a minimum of 21 days before you would like the leave to start. You must give notice of the exact day on which you wish your parental leave to start.

Fathers who wish to take parental leave straight after the baby is born or prospective adoptive parents who want to take parental leave straight after the child is placed with them for adoption. Must give 21 days' notice of the expected week of childbirth or the expected week of adoption.

Leave cannot be taken in blocks of less than a week and you cannot take more than four weeks leave in respect of any individual child during a particular year. (unless the child is disabled).

If the child is disabled you will have the flexibility to take leave a day at a time if you wish.

---

---

**D) DEALING WITH YOUR REQUEST**

We may postpone your request for parental leave when the leave would, in our view, unduly disrupt the operations of the business, or organisation, or if you do not give the appropriate notice. If we do feel it necessary to postpone the date upon which the leave is taken we will supply in writing and within seven days of receipt of your request, our reasons as to why the leave has been postponed

We will not delay the leave for more than six months.

We will not postpone parental leave in respect of a father wanting leave immediately after the birth of a child, or for individuals who require leave immediately after the date that an adoptive placement takes place, as long as the appropriate notice requirements are given.

We may ask for evidence to support your request for the parental leave.

Parental leave is an individual right and is not transferable, this means that both parents will be able to take up to 13 weeks' leave if both are working, but they will not be able to add together their leave entitlements so that one parent can take more than 13 weeks and the other less.

**E) RIGHT TO RETURN**

If you return to work after an isolated period of parental leave lasting four weeks or less, or after a period of parental leave lasting four weeks or less which consecutively followed another period of statutory leave (eg holidays, paternity leave etc.) and which did not include any period of additional maternity leave, or additional adoption leave, you are entitled to return to the job in which you were employed before your absence.

If you return to work after a period of parental leave lasting more than four weeks, or after a period of parental leave lasting four weeks or less, which did consecutively follow a period of additional maternity leave or additional adoption leave, you are entitled to return from leave to the job in which you were employed before the absence or, if that is not reasonably practicable, to another job which is both suitable and appropriate for you in the circumstances.

---

---

## **MATERNITY LEAVE POLICY**

### **A) INTRODUCTION**

All pregnant employees are entitled to a total of 52 weeks maternity leave, irrelevant of their length of service. We have set out below all of your rights and obligations should you become pregnant. We would ask that you notify us as soon as possible of your pregnancy so that we can ensure you are fully aware of all your entitlements and obligations and also so that we can take any necessary steps to ensure the health and safety of both yourself and your unborn child whilst you are at work.

### **B) MATERNITY LEAVE**

#### **1. Ordinary maternity leave**

All pregnant employees are entitled to 26 weeks' ordinary maternity leave (OML) irrespective of length of service or hours of work. Ordinary maternity leave can commence at any time after the 11th week before the expected week of childbirth and may commence as late as the day after the date of birth. During ordinary maternity leave you have the right to benefit from the normal contractual terms and conditions of employment, that you would have enjoyed if you had not been absent, with the one exception of remuneration. However, you may be entitled to statutory maternity pay (SMP), as explained later in this section.

#### **2. Additional maternity leave**

All pregnant employees are also entitled to 26 weeks additional maternity leave (AML) irrespective of length of service or hours of work. Additional maternity leave commences on the day after the last day of the 26 weeks' ordinary maternity leave period. You are therefore entitled to take a maximum of 52 weeks maternity leave in total (26 weeks OML, plus 26 weeks AML).

During additional maternity leave your contract of employment continues and the additional maternity leave period therefore counts as continuous employment.

### **C) NOTIFICATION REQUIREMENTS**

We would urge you to notify us as soon as possible of your pregnancy to enable us to ensure that, where appropriate, any reasonable steps are taken to ensure the safety of yourself and your unborn child and that you are not subject to any unnecessary risks. To qualify for maternity leave you must, no later than the end of the 15th week before the expected date of childbirth or, if that is not reasonably practicable, as soon as is reasonably practicable notify us of the following:

- a. your pregnancy;
- b. hour expected week of childbirth (EWC); and
- c. the date on which you intend your ordinary maternity leave period to start.

This third part of her notice must be in writing. In addition, you must supply us with a copy of your MATB1 form from a registered medical practitioner or registered midwife stating the EWC.

If you wish to vary the date on which you intend your OML to start, you must notify us of the new date at least 28 days before the new date or, if that is not reasonably practicable, as soon as is reasonably practicable.

---

---

**D) ANTE-NATAL CARE**

You are entitled to paid time off during normal working hours to receive ante-natal care.

Ante-natal care can include not only medical examinations, but also relaxation and parent-craft classes.

Other than for the first appointment, you must, produce both a certificate confirming that she is pregnant and an appointment card (or similar document) from a registered medical practitioner, or a registered midwife, in the case of medical examinations or relaxation classes, or from a registered health visitor in the case of parent-craft classes, showing that an appointment has been made.

**E) COMMENCEMENT OF LEAVE**

The earliest date that you can start maternity leave is the beginning of the 11th week before the EWC.

The latest date that you may work up to is the birth of her child unless your leave is triggered by pregnancy related absence (see below).

Compulsory maternity leave commences on the day on which the childbirth occurs. Its purpose is to ensure that you have at least two weeks' leave after the birth of your baby. (In factories there is a requirement for at least four weeks' leave after the birth of the baby.)

There are two incidences in which the maternity leave period is triggered automatically:

1. Where childbirth occurs before the maternity leave period would otherwise commence.

In the event of premature birth you are not required to notify us of the date on which you intend to take your leave, but must inform us as soon as is reasonably practicable after the birth, of the date on which you gave birth. Your maternity leave period will begin automatically on the day following the date of the birth.

2. If you are absent from work, wholly or partly due to your pregnancy, after the beginning of the fourth week before the EWC.

If you are absent from work after the beginning of the fourth week before the EWC, wholly or partly due to your pregnancy, then again you must notify us as soon as reasonably practicable that you are absent for that reason and the date on which your absence began. Your maternity leave period will begin automatically on the day following the first day of such absence.

Once you notify us of the date on which you intent to commence your maternity (or have commenced) we will write to you within 28 days, notifying you of the date on which you are due to return to work after the end of your additional maternity leave.

**F) CHANGING YOUR RETURN TO WORK DATE**

If you decide to return to work before the end of the date notified for additional maternity leave you must give us at least 8 weeks' notice of the new date on which you intend to return. For example, if you only wish to take the 26 weeks ordinary maternity leave or the 39 weeks paid maternity leave, you must give us 8 weeks' notice of your intended return date. If you attempt to return to work without giving the required notice we will postpone your return to a date that will ensure that there has been 8 weeks' notice of that return, or the original date of return, whichever is the lesser period of time.

---

## **G) RETURNING TO WORK**

If you are returning to work at the end of additional maternity leave, you simply present yourself for work at the end of that period.

If you return to work at the end of your ordinary maternity leave you are entitled to return to the same job, with the same terms and conditions, in which you were employed before your absence.

If you return to work after a period of additional maternity leave, you are entitled to return to the same job in which you were employed before your absence or, if that is not reasonably practicable, to another job which is both suitable and appropriate for you in the circumstances.

### **Keeping in touch days**

You can work for up to 10 days during your maternity leave period (but not during the 2 week compulsory maternity leave period) without losing statutory payments for that week, or ending your entitlement to leave.

For this purpose any work carried out on any day, even just an hour's work, is deemed to constitute "a day's work". Any days' work done under this provision will not have the effect of extending the total duration of the maternity leave period.

Payment in respect of these 'keeping in touch' days will be agreed beforehand.

## **H) MATERNITY PAY**

Dependant upon your length of service, you may be entitled to Statutory Maternity Pay, which would be paid in the same way as your wages would be paid if you were not on leave. If you do not qualify for such a payment, you may, dependant upon your circumstances, be eligible to receive allowances from the appropriate government departments.

### **1. Eligibility**

You will qualify for Statutory Maternity Pay (SMP) if you meet the following criteria:

- a. you been continuously employed by us for at least 26 weeks continuing into the 15th week before the week the baby is due.
- b. Your average weekly earnings are not less than the lower earnings limit relevant for National Insurance purposes.
- c. you are still pregnant at the 12th week before the EWC or have given birth by that time.
- d. You have complied with the relevant notification requirements, as detailed above.
- e. You have given at least 28 days' notice, in writing, of the date on which you wish SMP to start (unless this is not reasonably practicable). This notice may have already been given at the time you gave the required notice for maternity leave.

---

## 2. **Medical Evidence**

In addition to the above, you must provide us with medical evidence of the date the baby is due and, where appropriate, born. This will normally be a maternity certificate (Form Mat B1).

This medical evidence must be signed by the doctor or midwife no earlier than 20 weeks before the EWC and must normally be given to the employer by the end of the third week of what would be the maternity pay period. Where the employee has good cause, such evidence may be provided later, but no later than the 13th week of the maternity pay period. The employer must not pay SMP until this evidence is provided.

If your baby is born early, before you have given us notice, you must, if reasonably practicable, give notice of the date the baby was born (and the EWC if not already provided) within 28 days.

If you satisfy the relevant conditions, you will still qualify for SMP even if you do not intend to return to work for us after the period of leave. If so, please discuss the matter in detail with your Manager to ensure your right to payment is protected.

## 3. **Length of Pay Period**

The period for which SMP may be paid is called the maternity pay period. The maternity pay period may start at any time from the start of the 11th week before the EWC and can continue for up to 39 weeks, even if you do not intend to return to work

The starting date of the maternity pay period will usually be agreed between the employer and the employee but the final decision is yours. The maternity pay period and SMP can start on any day of the week. However:

- a. if you works up to the birth, the maternity pay period and SMP will start from the day following the date of the birth;
- b. if you are absent from work because of a pregnancy related reason on, or after, the start of the fourth week after the EWC, the maternity pay period will start on the day following the first day you are off work for that reason; and
- c. if you are absent on sick leave with an illness which is not pregnancy related, the maternity pay period will start as notified or from the date following the date of birth whichever is the earlier.

If you return to work for more than 10 days during your maternity pay period (see above, keeping in touch days), you will lose one weeks' SMP for each week or part week worked.

If you are entitled to SMP or Maternity Allowance, you cannot receive Statutory Sick Pay (SSP) for at least 39 weeks starting with the start of the week you first became entitled to SMP or Maternity Allowance.

If you are not entitled to SMP or Maternity Allowance, you cannot receive SSP for at least 18 weeks starting with the earlier of:

- a. the Sunday of the week in which the baby is born; and
- b. the Sunday of the week you are incapable of work because of your pregnancy, on or after the start of the fourth week before the EWC.

---

If SSP has to stop because the disqualifying period starts, we will issue an SSP change-over form which you should complete and send it to your local Social Security office.

4. **Amount of Payment**

Payment will be made at the rate of 90% of your normal salary (or standard rate SMP whichever is the greater) for the first 6 weeks of leave and then up to 33 weeks at the Standard Rate SMP.

5. **The baby is born early or late**

If your baby is born before the maternity pay period is due to start, the pay period will begin from the day following the date of birth.

If your baby is born before you have given us a maternity certificate, you must, if reasonably practicable, provide us with medical evidence of the date the baby was born within 28 days.

If your baby was born early and the maternity pay period has started, SMP will be paid in the normal way until the liability ends as if the baby had been born in the EWC.

If the baby is born after the EWC, the maternity pay period is not affected.

6. **The baby is stillborn**

In the unfortunate event that a baby is stillborn before the 25th week of the pregnancy, i.e. earlier than the 16th week before the EWC, SMP is not payable.

If a baby is stillborn after the start of the 16th week before the EWC, SMP will be paid as it would for a live birth.

---

---

## **PATERNITY LEAVE POLICY**

### **A) INTRODUCTION**

If your spouse or partner become pregnant you may be entitled to take up to two weeks away from work after the birth of the child. This policy explains your rights and obligations under current legislation.

### **B) ELIGIBILITY**

You must have been continuously employed by us for a period of at least 26 weeks by the end of the 15th week before the expected week of the child's birth or, in the case of an adopted child, for at least 26 weeks leading into the week in which the adopter is notified of being matched with a child.

You must be the father of the child, or be married to, or the civil partner or "partner" of, the child's mother or adopter. "Partner" in relation to a child's mother or adopter means a person (whether of a different sex or the same sex) who lives with the mother, or adopter, and the child in an enduring family relationship but is not a relative of the mother or adopter (a relative is defined as a parent, grandparent, sister, brother, aunt or uncle).

You must have, or expect to have, responsibility for the upbringing of the child.

Only one period of leave is available irrespective of whether more than one child is born as a result of the same pregnancy or adopted as part of the same arrangement.

### **C) NOTIFICATION REQUIREMENTS**

You are required to give us notice, in writing, of your intention to take paternity leave.

The notice must be given in or before the 15th week before the expected week of the child's birth or, in the case of an adopted child, no more than seven days after the date on which the adopter was notified of having been matched with a child. In a case where it is not reasonably practicable for you to give notice in accordance with the above, it should be given as soon as is reasonably practicable.

The notice must specify:

- a. if applicable, the date on which the adopter was notified of having been matched with the child;
- b. the expected week of birth or placement for adoption;
- c. whether you wish to take one or two weeks' leave; and
- d. when you want their leave to start.

You must also give us a signed declaration as to the purpose of the absence and that the eligibility conditions have been met.

You are able to change your mind about the date on which you want your leave to start providing you notify us at least 28 days in advance, unless this is not reasonably practicable. You must give us a further notice, in writing, as soon as is reasonably practicable after the child's birth or placement for adoption, of the date on which the child was born or placed.

---

## **D) COMMENCEMENT AND DURATION OF LEAVE**

Leave may only be taken during the period beginning with the date of the child's birth or placement and ending 56 days after that date or, in a case where the child is born before the first day of the expected week of birth, 56 days after that day.

Subject to the above, you can choose to begin your leave:

- i) on the date on which the child is born or placed with the adopter;
- ii) from a specified chosen number of days/weeks after the date of the child's birth/placement (whether this is earlier or later than expected); or
- iii) from a specified predetermined date which is later than the first day of the expected week of the child's birth or expected date of placement.

Leave can start on any day of the week and you can choose to take a block of either one week or two consecutive weeks. You cannot choose to take two separate single week blocks. During paternity leave you are entitled to the benefit of your normal terms and conditions of employment, except wages or salary, and you are bound by any obligations arising under those terms and conditions except in so far as they are inconsistent with the right to paternity leave. Most employees will be entitled to statutory paternity pay whilst on paternity leave.

## **E) RETURNING TO WORK**

If you return to work following an isolated period of paternity leave; or a period of parental leave of no more than four weeks, you are entitled to return to the job in which you were employed before the absence. In addition, seniority, pension and similar rights should be as they would have been had the absence not occurred, and other terms and conditions should not be less favourable than those which would have applied had the absence not occurred.

---

---

## **TIME OFF FOR DEPENDANTS**

### **A) INTRODUCTION**

All employees, irrelevant of their length of service with the Company have a right to take a reasonable amount of time away from work to deal with unexpected emergencies involving their dependants.

### **B) WHAT EVENTS ARE COVERED?**

This legislation enables you, to take a reasonable amount of unpaid time off during working hours in order to take action necessary:

- a. to help when a dependant falls ill, gives birth or is injured or assaulted (including mental illness or injury);
- b. to make arrangements for the provision of care for a dependant who is ill or injured;
- c. when a dependant dies;
- d. to cope with the unexpected breakdown of arrangements for caring for a dependant;
- e. to deal with an incident involving a child of the employee which occurs unexpectedly during school hours or in circumstances where the school has responsibility for the child.

Although the current legislation does not impose any necessity for the employer to make any payments for this leave, we would consider each request on its merits and may decide to pay salary during periods of leave.

### **C) ELIGIBILITY**

This right only applies if you, as soon as reasonably practicable, tell us why you are absent and (unless you are already back at work) for how long the absence is likely to last.

No pre-determined maximum is set out on the amount of time off which can be taken, however, in most cases, whatever the problem, one or two days will be the most that are needed to deal with the immediate issues and sort out longer term arrangements if necessary.

### **D) WHAT IS A DEPENDANT?**

A dependant is defined as a parent, wife, husband, civil partner or child, or someone who lives with you as part of your family (other than an employee of the family, attendant, lodger or boarder). The regulations also provide that the dependant can also be someone who relies on you in particular circumstances of an illness, injury or assault until resumption of normal care arrangements.

---

---

## GENERAL TERMS OF EMPLOYMENT, INFORMATION AND PROCEDURES

### **A) CHANGES IN PERSONAL DETAILS**

You must notify us of any change of name, address, telephone number, etc., so that we can maintain accurate information on our records and make contact with you in an emergency, if necessary, outside normal working hours (Form CPD).

### **B) OTHER EMPLOYMENT**

If you already have any other employment or are considering any additional employment you must notify us so that we can discuss any implications arising from the current working time legislation.

### **C) TIME OFF**

Circumstances may arise where you need time off for medical/dental appointments, or for other reasons. Where possible, such appointments should be made outside normal working hours. If this is not possible, time off required for these purposes may be granted at the discretion of your Line Manager and will normally be without pay.

### **D) BEREAVEMENT LEAVE**

Individuals' reactions to bereavement vary greatly and the setting of fixed rules for time off is therefore inappropriate. You should discuss your circumstances with your Line Manager and agree appropriate time off, which will normally be with pay.

### **E) MEMBERSHIP OF OUTSIDE BODIES:**

Such time off work for Public Duties, whether paid or unpaid, will be permitted as is set out under the Employment Protection Act currently in force.

Paid leave up to a maximum of eight days in any 12-month period (pro rata for part time employees) for any such duties will be considered on its merits without recourse to any precedent, by the Signposts Executive Committee.

You are required to claim all available attendance allowances or loss of earnings payments and to remit them to Signposts to offset any salary paid to you during time off.

### **F) PROPERTY**

1. 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.
2. You must safeguard and account for any cash which is entrusted to you in accordance with our rules and procedures.

### **G) 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.

### **H) TRAVEL EXPENSES**

We will reimburse you for any reasonable expenses incurred whilst travelling on our business. The rules relating to travelling expenses will be issued separately. You must provide receipts for any expenditure.

---

---

**I) MAIL**

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.

**J) BUYING OR SELLING OF GOODS**

You are not allowed to buy or sell goods on your own behalf on our premises or those of our service users.

**K) FRIENDS AND RELATIVES CONTACT**

You should discourage your friends and relatives from either calling on you in person or by telephone except in an emergency.

**L) SERVICE USER RELATIONS**

1. We provide services to service users and you are employed to do work on behalf of our service users, often on their own premises. Because of this relationship our service users may from time to time request that an individual 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 your employment. This procedure is separate from any concurrent disciplinary matter that may need to be addressed.
2. 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 Care Manager needs to be able to adapt your work programme accordingly.

**M) 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 Care Manager and in accordance with our practices and procedures in relation to the personal needs of the service user.

**N) 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.

---

---

## WHISTLE-BLOWERS

1. If you believe that the company is involved in any form of wrongdoing such as:
  - a. committing a criminal offence;
  - b. failing to comply with a legal obligation;
  - c. endangering the health and safety of an individual;
  - d. environmental damage; or
  - e. concealing any information relating to the above

you should in the first instance report your concerns to the Chief Executive who will treat the matter with complete confidence. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the appropriate organisation or body, e.g. the Police, the Environment Agency, Health and Safety Executive or Social Services Department.

2. If you do not report your concerns to the Chief Executive you may take them direct to the appropriate organisation or body.
3. The Public Interest Disclosure Act 1998 prevents you from suffering a detriment or having your contract terminated for 'whistle-blowing' and we take very seriously any concerns which you may raise under this legislation.
4. We encourage you to use the procedure if you are concerned about any wrong doing at work. However, if the procedure has not been invoked in good faith (e.g. for malicious reasons or in pursuit of a personal grudge), then it will make you liable to immediate termination of engagement or such lesser disciplinary sanction as may be appropriate in the circumstances.

---

---

## **CAPABILITY PROCEDURES**

### **A) INTRODUCTION**

We recognise that during your employment with us your capability to carry out your duties may deteriorate. This can be for a number of reasons, the most common ones being that either the job changes over a period of time and you fail to keep pace with the changes, or you change (most commonly because of health reasons) and you can no longer cope with the work.

### **B) JOB CHANGES/GENERAL CAPABILITY ISSUES**

1. If the nature of your job changes or if we have general concerns about your ability to perform your job we will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve.
2. If your standard of performance is still not adequate you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal. We will also consider the possibility of a transfer to more suitable work if possible.
3. If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work, or if your level of performance has a serious or substantial effect on our organisation or reputation, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.
4. If such improvement is not forthcoming after a reasonable period of time, you will be dismissed with the appropriate notice.

### **C) PERSONAL CIRCUMSTANCES/HEALTH ISSUES**

1. Personal circumstances may arise which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice. Under normal circumstances this can be most easily obtained by asking your own doctor for a medical report. Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.
2. There may also be personal circumstances which prevent you from attending work, either for a prolonged period(s) or for frequent short absences. Under these circumstances we will need to know when we can expect your attendance record to reach an acceptable level. This may again mean asking your own doctor for a medical report or by making whatever investigations are appropriate in the circumstances. When we have obtained as much information as possible regarding your condition, and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

### **D) SHORT SERVICE STAFF**

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

---

---

## **DISCIPLINARY PROCEDURES**

### **A) INTRODUCTION**

1. It is necessary to have a minimum number of rules in the interests of the whole organisation.
2. The rules set standards of performance and behaviour whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is our aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals, where they are failing to meet the required standards, and not be seen merely as a means of punishment. We reserve the right to amend these rules and procedures where appropriate.
3. Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case and appeal against any decision that you consider to be unjust.
4. The following rules and procedures should ensure that:-
  - a. the correct procedure is used when requiring you to attend a disciplinary hearing;
  - b. you are fully aware of the standards of performance, action and behaviour required of you;
  - c. disciplinary action, where necessary, is taken speedily and in a fair, uniform and consistent manner;
  - d. you will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case. On some occasions temporary suspension on full pay may be necessary in order that an uninterrupted investigation can take place. This must not be regarded as disciplinary action or a penalty of any kind;
  - e. other than for an "off the record" informal reprimand, you have the right to be accompanied by a fellow employee at all stages of the formal disciplinary process;
  - f. you will not normally be dismissed for a first breach of discipline, except in the case of gross misconduct; and
  - g. if you are disciplined, you will receive an explanation of the penalty imposed and you will have the right to appeal against the finding and the penalty.

### **B) DISCIPLINARY RULES**

It is not practicable to specify all disciplinary rules or offences that may result in disciplinary action, as they may vary depending on the nature of the work. In addition to the specific examples of unsatisfactory conduct, misconduct and gross misconduct shown in this handbook, a breach of other specific conditions, procedures, rules etc. that are contained within this handbook or that have otherwise been made known to you, will also result in this procedure being used to deal with such matters.

---

**C) RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT**  
(these are examples only and not an exhaustive list)

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

- a. failure to abide by the general health and safety rules and procedures;
- b. smoking in designated non smoking areas;
- c. possession and/or consumption of alcohol;
- d. persistent absenteeism and/or lateness;
- e. unsatisfactory standards or output of work;
- f. rudeness towards service users, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language;
- g. failure to devote the whole of your time, attention and abilities to our organisation and its affairs during your normal working hours;
- h. failure to carry out all reasonable instructions or follow our rules and procedures;
- i. unauthorised use or negligent damage or loss of our property;
- j. failure to report immediately any damage to property or premises caused by you;
- k. use of our vehicles without approval or the private use of our commercial vehicles without authorisation;
- l. failure to report any incident whilst driving our vehicles, whether or not personal injury or vehicle damage occurs;
- m. if your work involves driving, failure to report immediately any type of driving conviction, or any summons which may lead to your conviction;
- n. carrying unauthorised passengers in our vehicles or the use of our vehicles for personal gain; and
- o. loss of driving licence where driving on public roads forms an essential part of the duties of the post.

---

---

**D) SERIOUS MISCONDUCT**

1. Where one of the unsatisfactory conduct or misconduct rules has been broken and if, upon investigation, it is shown to be due to your extreme carelessness or has a serious or substantial effect upon our operation or reputation, you may be issued with a final written warning in the first instance.
2. You may receive a final written warning as the first course of action, if, in an alleged gross misconduct disciplinary matter, upon investigation, there is shown to be some level of mitigation resulting in it being treated as an offence just short of dismissal.

**E) RULES COVERING GROSS MISCONDUCT**

Occurrences of gross misconduct are very rare because the penalty is dismissal without notice and without any previous warning being issued. It is not possible to provide an exhaustive list of examples of gross misconduct. However, any behaviour or negligence resulting in a fundamental breach of contractual terms that irrevocably destroys the trust and confidence necessary to continue the employment relationship will constitute gross misconduct. Examples of offences that will normally be deemed as gross misconduct include serious instances of:-

- a. theft or fraud;
  - b. physical violence or bullying;
  - c. deliberate damage to property;
  - d. deliberate acts of unlawful discrimination or harassment;
  - e. possession, or being under the influence, of illegal drugs at work;
  - f. breach of health and safety rules including those within the Employee Safety Handbook) that endangers the lives of, or may cause serious injury to, employees or any other person.
  - g. maltreatment of service users;
  - h. failure to report an incident of abuse, or suspected abuse of a service user;
  - i. abandoning duty without notification or sleeping on duty;
  - j. acceptance of gifts & hospitality in contravention of Corruptions Acts (1906);
  - k. failure to give notice of any pecuniary interest of which you are aware, in a contract which has been, or is proposed to be, entered into by the organisation;
  - l. wilful misrepresentation at the time of appointment including:
    1. Previous positions held
    2. Qualifications held
    3. Falsification of date of birth
    4. Declaration of health
    5. Failure to disclose a criminal conviction/caution within the provisions of the Rehabilitation of Offenders Act;
  - m. wilful misrepresentation at any time during employment in connection with qualifications held;
  - n. deliberate disclosure of privileged confidential information to unauthorised people;
- 
-

- 
- 
- o. negligent or deliberate failure to comply with the requirements of the organisation's policy & procedure concerning medicines;
  - p. working whilst contravening an enactment, or breach of rules laid down by statutory bodies; and
  - q. any act or omission constituting serious or gross negligence/or dereliction of duty.

(The above examples are illustrative and do not form an exhaustive list.)

---

---

**F) DISCIPLINARY PROCEDURE**

1. Disciplinary action taken against you will be based on the following procedure:-

<b>OFFENCE</b>	<b>FIRST OCCASION</b>	<b>SECOND OCCASION</b>	<b>THIRD OCCASION</b>	<b>FOURTH OCCASION</b>
<b>UNSATIS-FACTORY CONDUCT</b>	Formal verbal warning	Written warning	Final written warning	Dismissal

\*\*\*\*\*

<b>MISCONDUCT</b>	Written warning	Final written warning	Dismissal
-------------------	-----------------	-----------------------	-----------

\*\*\*\*\*

<b>SERIOUS MISCONDUCT</b>	Final written warning	Dismissal
---------------------------	-----------------------	-----------

\*\*\*\*\*

<b>GROSS MISCONDUCT</b>	Dismissal
-------------------------	-----------

\*\*\*\*\*

2. We retain discretion in respect of the disciplinary procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service you may not be in receipt of any warnings before dismissal but you will retain the right to a disciplinary hearing and you will have the right of appeal.
3. If a disciplinary penalty is imposed it will be in line with the procedure outlined above, which may encompass a formal verbal warning, written warning, final written warning, or dismissal, and full details will be given to you.
4. In all cases warnings will be issued for misconduct, irrespective of the precise matters concerned, and any further breach of the rules in relation to similar or entirely independent matters of misconduct will be treated as further disciplinary matters and allow the continuation of the disciplinary process through to dismissal if the warnings are not heeded.

---

---

**G) DISCIPLINARY AUTHORITY**

The operation of the disciplinary procedure contained in the previous section is based on the following authority at the various levels of disciplinary action.

Formal verbal warning	Line Manager
Written warning	Line Manager
Final written warning	Line Manager
Dismissal	Line Manager

**H) PERIOD OF WARNINGS**

1. Formal verbal warning

A formal verbal warning will normally be disregarded for disciplinary purposes after a three month period.

2. Written warning

A written warning will normally be disregarded for disciplinary purposes after a six month period.

3. Final written warning

A final written warning will normally be disregarded for disciplinary purposes after a twelve month period.

**I) GENERAL NOTES**

1. If you are in a supervisory or managerial position then demotion to a lower status may be considered as an alternative to dismissal except in cases of gross misconduct.
2. In exceptional circumstances, suspension from work without pay for up to five days as an alternative to dismissal (except dismissal for gross misconduct) may be considered by the person authorised to dismiss.
3. Gross misconduct offences will result in dismissal without notice.
4. You have the right to appeal against any disciplinary action.

---

---

## **CAPABILITY/DISCIPLINARY APPEAL PROCEDURE**

1. You have the right to lodge an appeal in respect of any capability/disciplinary action taken against you.
2. If you wish to exercise this right you should apply either verbally or in writing to the person indicated in your individual Statement of Main Terms of Employment.
3. An appeal against a formal warning or dismissal should give details of why the penalty imposed is too severe, inappropriate or unfair in the circumstances.
4. The appeal procedure will normally be conducted by a member of staff not previously connected with the process so that an independent decision into the severity and appropriateness of the action taken can be made.
5. If you are appealing on the grounds that you have not committed the offence then your appeal may take the form of a complete re-hearing and reappraisal of all matters so that the person who conducts the appeal can make an independent decision before deciding to grant or refuse the appeal.
6. You may be accompanied at any stage of the appeal hearing by a fellow employee of your choice. The result of the appeal will be made known to you in writing, normally within five working days after the hearing.

---

---

## **GRIEVANCE PROCEDURE**

1. It is important that if you feel dissatisfied with any matter relating to your employment you should have an effective means by which such a grievance can be aired and, where appropriate, resolved.
2. Nothing in this procedure is intended to prevent you from informally raising any matter you may wish to mention. Informal discussion can frequently solve problems without the need for a written record. However, if you wish to raise a formal grievance you should normally do so in writing from the outset.
3. You have the right to be accompanied at any stage of the procedure by a fellow employee who may act as a witness or speak on your behalf to explain the situation more clearly.
4. If you feel aggrieved at any matter relating to your work (except personal harassment, for which there is a separate procedure following this section), you should first raise the matter with the person specified in your Statement of Main Terms of Employment, explaining fully the nature and extent of your grievance. You will then be invited to a meeting at a reasonable time and location at which your grievance will be investigated fully. You must take all reasonable steps to attend this meeting. You will be notified of the decision, in writing, normally within ten working days of the meeting, including your right of appeal.
5. If you wish to appeal you must inform the Chair of the Executive Committee within five working days, who will then nominate an appropriate person/s to hear your appeal. You will then be invited to a further meeting, which you must take all reasonable steps to attend. As far as reasonably practicable, the organisation will be represented by a more senior manager than attended the first meeting (unless the most senior manager attended that meeting).
6. Following the appeal meeting you will be informed of the final decision, normally within ten working days, which will be confirmed in writing.

---

---

## **PERSONAL HARASSMENT POLICY AND PROCEDURE**

### **A) INTRODUCTION**

1. Harassment or victimisation on the grounds of race, colour, nationality, ethnic or national origin, sex, marital status, gender reassignment, sexual orientation, religious belief, disability or age is unacceptable.
2. Personal harassment takes many forms ranging from tasteless jokes and abusive remarks to pestering for sexual favours, threatening behaviour and actual physical abuse. Whatever form it takes, personal harassment is always taken seriously and is totally unacceptable.
3. We recognise that personal harassment can exist in the workplace, as well as outside, and that this can seriously affect employees' working lives by interfering with their job performance or by creating a stressful, intimidating and unpleasant working environment.

### **B) POLICY**

1. We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all our employees.
2. We have published these procedures to inform employees of the type of behaviour that is unacceptable and provide employees who are the victims of personal harassment with a means of redress.
3. We recognise that we have a duty to implement this policy and all employees are expected to comply with it.

### **C) EXAMPLES OF PERSONAL HARASSMENT**

Personal harassment takes many forms and employees may not always realise that their behaviour constitutes harassment. Personal harassment is unwanted behaviour by one employee towards another and examples of harassment include:

- a. insensitive jokes and pranks;
- b. lewd or abusive comments about appearance;
- c. deliberate exclusion from conversations;
- d. displaying abusive or offensive writing or material;
- e. unwelcome touching; and
- f. abusive, threatening or insulting words or behaviour.

These examples are not exhaustive and disciplinary action at the appropriate level will be taken against employees committing any form of personal harassment.

---

---

## **D) COMPLAINING ABOUT PERSONAL HARASSMENT**

### **1. Informal complaint**

We recognise that complaints of personal harassment and particularly of sexual harassment can sometimes be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal grievance procedure. In these circumstances you are encouraged to raise such issues with a senior colleague of your choice (whether or not that person has a direct supervisory responsibility for you) as a confidential helper. This person cannot be the Chief Executive or Deputy Chief Executive, who will be responsible for investigating the matter if it becomes a formal complaint.

If you are the victim of minor harassment you should make it clear to the harasser on an informal basis that their behaviour is unwelcome and ask the harasser to stop. If you feel unable to do this verbally then you should hand a written request to the harasser, and your confidential helper can assist you in this.

### **2. Formal complaint**

Where the informal approach fails or if the harassment is more serious, you should bring the matter to the attention of the Chief Executive or Deputy Chief Executive as a formal written complaint and again your confidential helper can assist you in this. If possible, you should keep notes of the harassment so that the written complaint can include:-

- a. the name of the alleged harasser;
- b. the nature of the alleged harassment;
- c. the dates and times when the alleged harassment occurred;
- d. the names of any witnesses; and
- e. any action already taken by you to stop the alleged harassment.

On receipt of a formal complaint we will take action to separate you from the alleged harasser to enable an uninterrupted investigation to take place. This may involve a temporary transfer of the alleged harasser to another work area or suspension with pay until the matter has been resolved.

The person dealing with the complaint will invite you to attend a meeting, at a reasonable time and location, to discuss the matter and carry out a thorough investigation. You have the right to be accompanied at such a meeting by your confidential helper or another work colleague of your choice and you must take all reasonable steps to attend. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter.

On conclusion of the investigation which will normally be within ten working days of the meeting with you, a draft report of the findings and of the investigator's proposed decision will be sent, in writing, to you and to the alleged harasser.

If you or the alleged harasser are dissatisfied with the draft report or with the proposed decision this should be raised with the investigator within five working days of receiving the draft. Any points of concern will be considered by the investigator before a final report is sent, in writing, to you and to the alleged harasser. You have the right to appeal against the findings of the investigator in accordance with the appeal provisions of the grievance procedure.

---

---

**E) GENERAL NOTES**

1. If the report concludes that the allegation is well founded, the harasser will be subject to disciplinary action in accordance with our disciplinary and disciplinary dismissal procedure. An employee who receives a formal warning or who is dismissed for harassment may appeal by using our capability/disciplinary appeal procedure.
2. If you bring a complaint of harassment you will not be victimised for having brought the complaint. However if the report concludes that the complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.

---

---

## **EQUAL OPPORTUNITIES POLICY**

### **A) STATEMENT OF POLICY**

1. We recognise that discrimination is unacceptable and although equality of opportunity has been a long standing feature of our employment practices and procedure, we have made the decision to adopt a formal equal opportunities policy. Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action.
2. The aim of the policy is to ensure no job applicant, employee or worker is discriminated against either directly or indirectly on the grounds of race, colour, ethnic or national origin, religious belief, sex, marital status, sexual orientation, gender reassignment, age or disability.
3. We will ensure that the policy is circulated to any agencies responsible for our recruitment and a copy of the policy will be made available for all employees and made known to all applicants for employment.
4. The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.
5. The policy will be implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice.
6. We will maintain a neutral working environment in which no employee or worker feels under threat or intimidated.

### **B) RECRUITMENT AND SELECTION**

1. The recruitment and selection process is crucially important to any equal opportunities policy. We will endeavour through appropriate training to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.
  2. Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of this policy.
  3. Job descriptions, where used, will be revised to ensure that they are in line with our equal opportunities policy. Job requirements will be reflected accurately in any personnel specifications.
  4. We will adopt a consistent, non-discriminatory approach to the advertising of vacancies.
  5. We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group.
  6. All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.
  7. All employees involved in the recruitment process will periodically review their selection criteria to ensure that they are related to the job requirements and do not unlawfully discriminate.
  8. Short listing and interviewing will be carried out by more than one person where possible.
  9. Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.
- 
-

---

---

10. We will not disqualify any applicant because he/she is unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the job.

11. Selection decisions will not be influenced by any perceived prejudices of other staff.

**C) TRAINING AND PROMOTION**

1. Senior staff will receive training in the application of this policy to ensure that they are aware of its contents and provisions.

2. All promotion will be in line with this policy.

**D) MONITORING**

1. We will maintain and review the employment records of all employees in order to monitor the progress of this policy.

2. Monitoring may involve:-

a. the collection and classification of information regarding the race in terms of ethnic/national origin and sex of all applicants and current employees;

b. the examination by ethnic/national origin and sex of the distribution of employees and the success rate of the applicants; and

c. recording recruitment, training and promotional records of all employees, the decisions reached and the reason for those decisions.

3. The results of any monitoring procedure will be reviewed at regular intervals to assess the effectiveness of the implementation of this policy. Consideration will be given, if necessary, to adjusting this policy to afford greater equality of opportunities to all applicants and staff.

---

---

## **TERMINATION OF EMPLOYMENT**

### **A) RETIREMENT**

The normal age for retirement is 65. The normal intended date of retirement for employees is the end of the week in which their 65th birthday falls.

### **B) 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.

### **C) RETURN OF PROPERTY**

On the termination of your employment you must return all our property including uniforms 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.

### **D) 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.

### **E) GARDEN LEAVE**

Upon either party giving notice of termination of employment, the Company may, at any time and for any period, require you to cease performing your job and/or prohibit you from entering any of our premises. During such period of garden leave, we will continue to pay your wage/salary and provide all benefits (or an allowance in lieu thereof) that form part of your contract of employment.