

Employer – Employee Handbook

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Introduction:

1. I welcome you and express my sincere hope that you will be happy here in my team. I ask that you study carefully the contents of this Employee Handbook as, in addition to setting out my rules and regulations, it also contains a great deal of helpful information.
2. The success of any employer/employee relationship depends very largely on the employees themselves, and so I expect you to play your part as I shall continue to play mine.
3. I provide equal opportunities and am committed to the principle of equality regardless of race, colour, ethnic or national origin, religious belief, political opinion or affiliation, sex, marital status, sexual orientation, gender reassignment age or disability. I will apply employment policies that are fair, equitable and consistent with the skills and abilities of my employees and the support needs. I look to your support in implementing these policies to ensure that all my employees are accorded equal opportunity for recruitment, training and promotion and, in all jobs of like work, on equal terms and conditions of employment.
4. I will not condone any discriminatory act or attitude in the conduct of my business with the public or my employees. Acts of harassment or discrimination on the grounds of race, colour, ethnic or national origin, religious belief, political opinion or affiliation, sex, marital status, sexual orientation, gender reassignment, age or disability are disciplinary offences.

Joining My Employment:

A) Probationary Period

1. You start with me on an initial probationary period of 3 months. 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, I may either take remedial action (which may include the extension of your probationary period) or terminate your employment at any time. I reserve the right not to apply my full contractual capability and disciplinary procedures during your probationary period.

B) Job Description

1. 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 my changing needs and your own ability.

C) Employee Training

1. At the commencement of your employment you will receive in house training for your specific job, and as your employment progresses your skills may be extended to encompass new job activities within my employment.

D) Performance and Review

1. My policy is to monitor your work performance on a continuous basis so that I can maximise your strengths, and help you overcome any possible weaknesses.

E) Job Flexibility

1. It is an express condition of employment that you are prepared, whenever necessary, to transfer to duties within my day to day activities. During holiday periods, sickness etc. it may be necessary for you to take over some duties normally performed by colleagues. This flexibility is essential as the type and volume of support is always subject to change, and it allows me to operate my life efficiently and gain maximum potential.

F) Mobility

1. Although you are usually employed at my home address, it is a condition of your employment that you are prepared, whenever applicable, to transfer to any location. This mobility is essential to meet my support needs.

G) Disclosure and Barring Service Checks (Criminal Record Certificates)

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

H) Convictions and Offences

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

Salaries, etc.:

A) Administration

1. Payment

- a) Salaries are paid on a calendar monthly basis, in line with the payment schedule from Gateshead Council which is published each year.
- b) You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions that have been made and the reasons for them, e.g. Income Tax, National Insurance, etc.
- c) Any pay queries that you may have should be raised with me or the person/organisation working on my behalf.

2. Overpayments

- a) 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.

3. Income Tax and National Insurance

A) At the end of each tax year you will be given a form P60 showing the total pay you have received from me during that year and the amount of deductions for Income Tax and National Insurance. You may also be given a form PHD showing non-salary benefits. You should keep these documents in a safe place as you may need to produce them in your dealings with the Inland Revenue and other government departments, or if completing a self-assessment form.

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 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 me, other arrangements may have been made to cover your duties and you may be sent off the premises 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

1. If there is a temporary shortage of work for any reason, I 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

1. 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 me or the person/organisation working on my behalf at an early stage so that your entitlements and obligations can be explained to you.

E) Parental Leave

1. If you are entitled to take parental leave in respect of the current statutory provisions, you should discuss your needs with me or the person/organisation working on my behalf, 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 your employment.

F) Time Off For Dependants

1. You may be entitled to take a reasonable amount of unpaid time off during working hours to take action that is necessary to provide help to your dependants. Should this be necessary you should discuss your situation with me or the person working on my behalf, who, if appropriate, will agree the necessary time off.

Holiday Entitlement and Conditions:

A) Annual Holidays

1. Your holiday year begins on 1st April and ends on 31st March each year.
2. Your annual holiday entitlement is shown in your individual Contract of Employment.
3. It is my policy to encourage you to take all of your holiday entitlement in the current holiday year. I only permit holidays to be carried forward in exceptional circumstances, or with respect to my urgent needs.

B) Conditions Applying To Your Annual Holiday Entitlement

1. You should complete the Holiday Request form for all holiday requests and have it signed by me before making any firm holiday arrangements.
2. Holiday requests will only be considered if you present them on the holiday request form. I will allocate agreed holiday dates on a "first come - first served" basis whilst ensuring that operational efficiency and minimum staffing levels are maintained throughout the year. This may mean for example that no more than two Personal Assistants may take annual leave during the same week.

3. I may need to ask you to take half of your holiday entitlement as enforced – as described in your Statement of Main Terms of Employment.
4. You should give at least one month's notice of your intention to take holidays and one week's notice is required for odd single days.
5. You may not normally take more than three working weeks consecutively.
6. Your holiday pay will be at your normal basic pay unless shown otherwise on your Statement of Main Terms.

C) Public/Bank Holidays

1. 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 me by telephone or other means on the first day of incapacity and at the earliest possible opportunity. Notification should be made the personally (or if you are unable to do so, then by a relative, neighbour or friend). You should try to give some indication of your expected return date and notify me as soon as possible if this date changes.
2. If your incapacity extends to more than seven days you are required to notify me of your continued incapacity once a week thereafter, unless otherwise agreed.

B) Evidence of Incapacity

1. Doctors' certificates are not issued for short-term incapacity. In these cases of incapacity (up to 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 me without delay. Subsequently you must supply me with consecutive doctors' 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 are normally your working days unless otherwise 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 shown in your individual Statement of Main Terms of Employment.
4. A deduction will be made for any other state benefits received if you are excluded or transferred from SSP. 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. 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 me, or the person working on my behalf 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

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your own doctor. Separate rules relating to infectious diseases and food handlers are to be found later in this handbook and you must familiarise yourself with them.

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 me or the person working on my behalf.
4. Upon returning to work you may be interviewed by me or the person working on my behalf for the purposes of ascertaining your well-being.

E) General

1. Submission of a medical certificate or sickness self-certification absence form, although giving me the reason for your absence may not always be regarded by me 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 me.
2. In deciding whether your absence is acceptable or not I will take into account the reasons and extent of all your absences, including any absence caused by sickness. I cannot operate with an excessive level of absence as all absence, for whatever reason, reduces my efficiency and independence.
3. I 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 I consider it necessary, I may ask your permission to contact your doctor or for you to be independently medically examined.

Safeguards:

A) Rights of Search

1. Although I do not have the contractual right to carry out searches of employees and their property (including vehicles) whilst they are on my premises, I would ask all employees to assist me in this matter should I feel that such a search is necessary. These searches may be random and do not imply suspicion in relation to any individual concerned. They may occur, for example, when money belonging to myself or another employee goes missing, or some item within the house cannot be found.
2. If you should be asked to submit to a search, and 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. I reserve the right to call in the police at any stage.

B) Confidentiality

1. For 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 my personal business, or that of other persons or bodies with whom I have dealings of any sort; and
- c. has not been made public by, or with my authority; shall be confidential, and (save in the course of my 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 my prior written consent,

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 me, or at any other time upon demand, return to me any such material in your possession.

C) Statements to the media

1. Any statements to reporters from newspapers, radio, television, etc. in relation to me will be given only by me or the person working on my behalf.

D) Callers to the front door

1. Callers to the house, whether of a personal, commercial, or official nature, must not be admitted to the house without the prior agreement of me, or someone acting on my behalf.

F) Virus Protection Procedures

1. The use of my computers, c.d. player, and any other digital equipment is subject to my prior agreement. However, and in any case, 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.

Standards:

A) Wastage

1. I maintain a policy of “minimum waste” which is essential to the cost-effective and efficient running of my household.
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. The following points are illustrations of this:
 - a. handle machines, equipment and medical supplies, if applicable with care;
 - b. turn off any unnecessary lighting and heating. Keep doors closed whenever possible;
 - c. ask for other work if your job has come to a standstill; and
 - d. start with the minimum of delay after arriving for work and after breaks.

3. The following provision is an express written term of your contract of employment:

- a. any damage to vehicles or property (including non-statutory safety equipment) 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 me 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 me the full or part of the cost of the loss; and
- c. In the event of failure to pay, I have the contractual right to deduct such costs from your pay.

B) Housekeeping

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

C) Diary

1. If I decide to record employees period of duty in a diary. The diary must only record information required by the following shift workers in order that they may execute their duties efficiently and without duplication. It must not record any personal or confidential information relating to the employer or his friends, relations or activities.
2. For example, it should not record what I had for a meal, or what I did or did not do. Neither should it record any comments of a personal nature, For example, there should be no recording of your thoughts about happenings within my household.

Health, Safety, Welfare and Hygiene:

A) Safety

1. You should make yourself familiar with my Health and Safety as well as your own health and safety duties and responsibilities.
2. You must not take any action that could threaten the health or safety of yourself, other employees, visitors 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 and used at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear/equipment is your responsibility.
4. You should report all accidents and injuries at work, no matter how minor, to me and record the event in the accident book that can be obtained from me.

B) Refreshment Making Facilities

1. I may provide refreshment making facilities for your use, which must be kept clean and tidy at all times. The refreshment making facilities may only be used during authorised breaks.

C) Smoking Policy

1. I have a No Smoking Policy that applies to any area of the house, and smoking is prohibited inside any area of my house.

D) Alcohol and Drugs Policy

1. Unless at my invitation and on special occasions, you will not consume any alcohol whilst on duty; neither will you consume any drugs whilst on duty, unless those drugs have been prescribed by your general practitioner or any other medical doctor.
2. Under legislation I, as your employer, have a duty to ensure so far as is reasonably practicable, the health, safety and welfare at work of all my 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 my support and/or the health and safety of my employees.

3. 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.).

4. If your performance or attendance at work is affected as a result of alcohol or drugs, or I 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.

E) Hygiene

1. You must wash your hands immediately before commencing work and after using the toilet, or sneezing into them.
2. Any cut or burn on the hand or arm must be covered with an approved visible dressing.
3. Gloves and aprons are available and should be worn at times when hazardous or soiled material is being handled or when sterile conditions are required.
4. No jewellery should be worn, other than wedding rings, without my permission.
5. You should not wear excessive amounts of make-up or perfume, and extended nails or nail varnish should not be worn.
6. 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.

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7. Contact with any person suffering from an infectious or contagious disease must be reported and you must have clearance from your own doctor before commencing work.
8. You must report to me or other appointed person before commencing work on return from infectious illness.

General Terms of Employment & Procedures:

A) Changes in personal details

1. You must notify me of any change of name, address, telephone number, etc., so that I can maintain accurate information on my records and make contact with you in an emergency, if necessary, outside normal working hours.

B) Other Employment

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

C) Time Off

1. 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 me or the person working on my behalf and will normally be without pay.

D) Bereavement Leave

1. Individuals' reactions to bereavement vary greatly and the setting of fixed rules for time off is therefore inappropriate. You should discuss your circumstances with me or the person working on my behalf and agree appropriate time off, which will normally be without pay.

E) Travel Expenses

1. I will reimburse you for any reasonable expenses incurred whilst travelling on my business; but only after I have given prior approval. You must provide receipts for any expenditure.

F) Communications

1. I will try to keep you informed about items of interest verbally.

G) Employee's Property

1. I do not accept liability for any loss of, or damage to, property that you bring onto the premises, including any vehicle parked on my property. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight.
2. I will not be held responsible for the consumption of your food and drink by any others. Do not place any of your food or drink in any of my fridges or freezers, without my prior permission.

H) Lost Property

1. Articles of lost property should be handed to me or the person working on my behalf who will retain them whilst attempts are made to discover the owner.

I) Mail

1. All mail received by me will be opened in front of me, including that addressed to employees. Private mail, therefore, should not be sent care of my address. No private mail may be posted at my expense except in those cases where a formal re-charge arrangement has been made. Mail address to me, personally, shall not be read by the employee, unless expressly asked to do so by myself.

J) Telephone Calls/Mobile Phones

1. Telephones are essential to my safety, security and work. Incoming personal telephone calls are allowed only in the case of emergency. Outgoing calls can only be made with my prior permission. Personal mobile phones may be switched on during working hours; but calls must be kept to a minimum. Calls to the employee's mobile phone must wait, until the employee finishes any personal support task to me.

K) Buying or Selling of Goods

1. You are not allowed to buy or sell goods on your own behalf on my premises or during your working hours, unless agreed me.

L) Collections from Employees

1. Unless specific authorisation is given by me, no collections of any kind are allowed on my premises.

M) Friends and Relatives Contact

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

N) Use of Mobile Phone Whilst Driving

1. It is illegal to use a mobile phone whilst driving (without a hands free set). It is my policy that you should not use any mobile phones whilst driving my vehicle. You should pull over to the side of the road in an appropriate place before making or receiving any telephones calls. In the event of you being unable to pick up a call because you cannot find a safe place to stop, you must return the call as soon as conveniently possible.

O) Driving License

1. If it is a requirement of your duties that you possess a current driving license, the loss of such a license as a result of a motoring conviction or on health grounds, may, if I am unable to provide suitable alternative employment, lead to the termination of your employment.
2. You are required, wherever applicable, to produce your driving license for my inspection at any time when so requested.

Making a protected disclosure (whistle blowing):

1. If you believe I am failing in certain areas as listed below, you have legal protection against making a disclosure about me. This is commonly referred to as “Whistle Blowing”
 2. The law prescribes certain disclosures as qualifying disclosures. A ‘qualifying disclosure’ is where it can be shown that a relevant failure has occurred that relates to:
 - a. committing a criminal offence
 - b. failing to comply with a legal obligation
 - c. a miscarriage of justice
 - d. endangering the health and safety of an individual
 - e. environmental damage
 - f. concealing any information relating to the above
 3. The legislation is designed to protect you from dismissal or suffering any detriment for ‘whistle blowing’.
 4. You should in the first instance report any concern you may have to me or the person/organisation working on my behalf. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the appropriate external organisation or body, e.g. the Police, the Environmental Agency, the Health and Safety Executive.

Capability and Capability Dismissal Procedures:

A) Introduction

1. I recognise that during your employment with me 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

1. If the nature of your job changes I will make every effort to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. If I have concerns regarding your capability, these will 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.
3. If there is still no improvement after a reasonable time 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 an agreed period of time, you will be dismissed with the appropriate notice.

C) Personal Circumstances

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, I will normally need to have details of your medical diagnosis and prognosis so that I have the benefit of expert advice.
2. Under normal circumstances this can be most easily obtained by asking your own doctor for a medical report.

3. Your permission is needed before I can obtain such a report and I will expect you to co-operate in this matter should the need arise. When I 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 me in your current role.
4. 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 I will need to know when I can expect your attendance record to reach an acceptable level.
5. This may again mean asking your own doctor for a medical report or by making whatever investigations are appropriate in the circumstances. When I 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 me in your current role or, where circumstances permit, in a more suitable role.

D) Short Service Staff

1. I 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
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Disciplinary Procedures (incl. dismissal):

A) Introduction

1. It is necessary to have a minimum number of rules in the interests of all.
2. 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 my aim that the rules and procedures should emphasize and encourage improvement in the conduct of individuals, where they are failing to meet the required standards, and not be seen as a means of punishment.
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 inviting you to 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, who may act as a witness or speak on your behalf, 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

1. 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 conditions, procedures, rules etc. within this handbook will also result in the disciplinary procedure being used to deal with such matters.

C) Rules Covering Unsatisfactory Conduct and Misconduct

(These are examples only and not an exhaustive list.)

1. **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. consumption of alcohol on the premises, unless invited to, by me; or consumption of drugs, unless they are prescribed by your general practitioner or other medical doctor
 - d. persistent absenteeism and/or lateness;
 - e. unsatisfactory standards or output of work;
 - f. rudeness towards visitors, members of my family, 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 my support and my affairs during your normal working hours;
- h.** unauthorized use of E-mail and Internet; failure to carry out all reasonable instructions or follow my rules and procedures;
- j.** unauthorized use or negligent damage or loss of my property;
- k.** failure to report immediately any damage to property or premises caused by you;
- l.** use of my vehicles without approval or the private use of my vehicles without authorization;
- m.** failure to report any incident whilst driving my vehicles, whether or not the personal injury or vehicle damage occurs;
- n.** if your work involves driving, failure to report immediately any type of driving conviction or any summons which may lead to your conviction;
- o.** carrying unauthorised goods or passengers in my vehicle or the use of my vehicle for the personal gain; and
- p.** if your job entails driving a vehicle, loss of driving license where driving on public roads forms an essential part of the duties of the post.

U) 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 my 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

1. 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.
2. **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 that endangers the lives of, or may cause serious injury to myself, other employees or any other person.
 - g. any maltreatment or abuse;
 - h. failure to report an incident of abuse, or suspected abuse; abandoning duty without notification or sleeping on duty, other than during sleepovers;
 - j. acceptance of gifts & hospitality in contravention of Corruptions Acts (1906);
 - k. wilful misrepresentation at the time of appointment including:
 - i) Previous positions held

- ii) Qualifications held
- iii) Falsification of date of birth
- iv) Declaration of health
- v) 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;

q. any act or omission constituting serious or gross negligence/or dereliction of duty;

r. serious failure to abide by the Code of Conduct and Practice issued by the Scottish Social Services Council, a copy of which is available for inspection.

(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:

Offence	First Occasion	Second Occasion	Third Occasion	Fourth Occasion
Unsatisfactory Conduct	Formal Verbal Warning	Written Warning	Final Written Warning	Dismissal
Misconduct	Written Warning	Final Written Warning	Dismissal	
Serious Misconduct	Final Written Warning	Dismissal		
Gross Misconduct	Dismissal			

- a. I 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.
- b. 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.
- c. 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

1. The operation of the disciplinary procedure contained, in the previous section, is based on my authority only for the various levels of disciplinary action:
 - a. Formal verbal warning
 - b. Written warning
 - c. Final written warning
 - d. Dismissal

H) Period of Warnings

1. Formal verbal warning
 - a. A formal verbal warning will normally be disregarded after a six month period.
2. **Written warning**
 - a. A written warning will normally be disregarded after a six month period.
3. **Final written warning**
 - a. A final written warning will normally be disregarded after a twelve month period.

I) General Notes

1. If you are in a supervisory position then demotion to a lower status at the appropriate rate 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 me.
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 an appropriate person not involved in any previous proceedings, so that an independent decision as to 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, who may act as a witness or speak on your behalf. The result of the appeal will be made known to you in writing within five working days after the hearing.

General Disciplinary and Appeal Procedures:

1. This section of the Employee Handbook does not form part of your Contract of Employment

Step 1: Statement of grounds for action and invitation to meeting

- a. Your alleged conduct or characteristics, or other circumstances, which lead me to contemplate dismissing or taking disciplinary action against you, will be set out in writing.
- b. This statement, or a copy of it, will be sent to you and you will be invited to attend a meeting to discuss the matter.

Step 2: Meeting

- a. The meeting will take place before action is taken, except in the case where disciplinary action consists of suspension.
- b. The meeting will not take place unless:**
 - (i) you have been informed what the basis was for including in the statement, under Step 1, the ground or grounds in it; and
 - (ii) you have had a reasonable opportunity to consider your response to that information.
- c. You must take all reasonable steps to attend the meeting. Proposed meeting dates may be changed at your request, where reasonable. However, if you do not attend without notification and/or good reason, the decision may be made in your absence
- d. After the meeting, you will be informed of the decision and notified of the right to appeal against the decision if you are not satisfied with it.

Step 3: Appeal

- a. If you wish to appeal, you must inform me.
- b. If you inform me of your wish to appeal, you will be invited to attend a further meeting.

- c. Again, the appeal procedure will normally be conducted by an appropriate person not involved in any previous proceedings, so that an independent decision as to the severity and appropriateness of the action taken can be made.
- d. You must take all reasonable steps to attend the meeting. Proposed meeting dates may be changed at your request, where reasonable. However, if you do not attend without notification and/or good reason, the decision may be made in your absence
- e. The appeal meeting need not take place before the dismissal or disciplinary action takes effect.
- f. After the appeal meeting you will be informed of the final decision.

2. General Requirements:

- 1. The following requirements will be adhered to in respect of the above procedures (so far as applicable):**
 - a. Each step and action under the procedure will be taken without unreasonable delay.
 - b. Timing and location of meetings will be reasonable.
 - c. Meetings will be conducted in a manner that enables both parties to explain my cases.
 - d. In the case of appeal meetings, which are not the first meeting, I will, so far as is reasonably practicable, be represented by a more senior manager than attended the first meeting (unless the most senior manager attended that meeting).

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. Whilst I will give the same consideration to any grievance that you raise verbally, provided that you make it clear that you wish it to be treated formally, you should be aware that, in most circumstances, the law requires you to provide me with written details of your grievance before taking certain types of legal action.
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 the personal harassment, for which there is a separate procedure following this section), you should first raise the matter with me, explaining fully the nature and extent of your grievance.
5. 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.
6. If you wish to appeal you must inform me within five working days. You will then be invited to a further meeting, which you must take all reasonable steps to attend. 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. Many people in society are victimised and harassed as a result of race, colour, ethnic or national origin, religious belief, political opinion or affiliation, sex, marital status, sexual orientation, gender reassignment, age or disability.
2. Personal harassment takes many forms but, in whatever form it takes, it is always serious and is totally unacceptable.

B) Policy

1. I deplore all forms of the personal harassment and seek to ensure that the working environment is sympathetic to all my employees.

C) Complaining about personal harassment

1. Informal complaint

- a. 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.

2. Formal complaint

- a. Where the informal approach fails or if the harassment is more serious, you should bring the matter to the attention of me as a formal written complaint.
- b. I will then 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 a 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.
- c. 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.

- d. If you or the alleged harasser are dissatisfied with the draft report or with the proposed decision this should be raised within five working days of receiving the draft. Any points of concern will be considered 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.

D) General Notes

1. If the report concludes that the allegation is well founded, the harasser will be liable to disciplinary action in accordance with my disciplinary and disciplinary dismissal procedure. An employee who receives a formal warning or who is dismissed for harassment may appeal by using my 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. I recognise that discrimination is unacceptable and although equality of opportunity has been a long standing feature of my employment practices and procedure, I 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, political opinion or affiliation, sex, marital status, sexual orientation, gender reassignment, age or disability.
3. 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.
4. I 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. I will endeavour not to discriminate, whether consciously or unconsciously, in making these decisions.
2. Job descriptions, where used, will be revised to ensure that they are in line with my equal opportunities policy. Job requirements will be reflected accurately in any the personnel specifications.
3. I will adopt a consistent, non-discriminatory approach to the advertising of vacancies.
4. I will not confine my recruitment to areas or media sources which provide only, or mainly, applicants of a particular group.
5. All applicants who apply for Jobs with me will receive fair treatment and will be considered solely on their ability to do the job.

6. Short listing and interviewing will be carried out by more than one the person where possible.
7. Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.
8. I will not disqualify any applicant because he/she is unable to complete an application form unassisted unless the personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the job.

C) Training

1. Staff may, if they wish, receive training in the application of this policy to ensure that they are aware of its contents and provisions.

D) Monitoring

1. I 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

1. The normal age for retirement is 65. However, you may now continue your employment beyond that age, if you so wish. If you do wish to work beyond the age of 65, please inform me.

B) Terminating employment without giving notice

1. 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 My Property

1. On the termination of your employment you must return all my property which is in your possession or for which you have responsibility. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

Safeguarding Vulnerable Adults

I believe that everyone has the right to live their lives free from abuse. By the very nature of your contract I am a vulnerable adult myself (a person in need of community care services). Safeguarding can be seen to be based around Human Rights with regard to respect, dignity, autonomy, privacy, beliefs and equality. You must be aware of this given the personal care you provide for me.

Local Authorities have a responsibility to investigate and take action when a vulnerable adult is believed to be suffering abuse.

You need to be aware of the 7 kinds of abuse which are:

Physical: so if someone was to hurt me, hit me, burn me or push me around.

Sexual: so if someone touches my body in a way I do not like.

Emotional: so if someone hurts my feelings deliberately, teases me or threatens me.

Financial: if some takes money or things belonging to me without permission but also small incidences such as using you store card to gain points when shopping for me can be acknowledged as a form of gain.

Neglect: so if I employ someone to support me and enable me to live independently and they do not support me correctly / care for me and they do not provide for me such as adequate food, keep me safe or help me to get to the GP.

Institutional: This is when an organisation or service is run so that it takes rights away from individuals such as inflexible working.

Anyone working in a care setting such as you has a duty to be alert to signs of abuse and alert authorities accordingly. You have two duties therefore; one not to abuse me but also to report abuse if you discover it. In line with Whistle Blowing Policies you would be protected if you were to inform on someone you suspect is abusing me or others. If you feel someone is abusing me then you should speak to the person / organisation supporting me with my Direct Payment who will follow a set procedure. If you feel someone is abusing another vulnerable adult or child then you should contact the appropriate local authority Safeguarding Team.