



Employee Handbook

SILVA CARE

EMPLOYEE HANDBOOK

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SILVA CARE

INTRODUCTION

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

We provide equality of opportunity and are 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. We will apply employment policies that are fair, equitable and consistent with the skills and abilities of our employees and the needs of the business. We look to your support in implementing these policies to ensure that all employees are accorded equality of opportunity.

We will not condone any discriminatory act or attitude in the conduct of our business with the public or our 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.

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

JOINING OUR ORGANISATION

A) DBS

Your initial employment is conditional upon the provision of a satisfactory Criminal Records Disclosure 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 disclosure(s) are not supplied your employment with us will be terminated.

B) PROTECTION OF VULNERABLE ADULTS (POVA)

1. The POVA scheme is designed to give greater protection to vulnerable adults. As a care provider we have a statutory duty to check that potential new care workers are not on the POVA list before allowing them to work in a care position. This is done as part of the CRB disclosure application process.
2. We also have the responsibility to refer care workers to the POVA list where such workers have harmed vulnerable adults in their care. The POVA list is maintained by the Secretary of State.

C) CONVICTIONS AND OFFENCES

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

D) PROBATIONARY PERIOD

You join us on an initial probationary period of six 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, 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.

F) EMPLOYEE TRAINING

At the commencement of your employment you will receive training for your specific job, and as your employment progresses your skills may be extended to encompass new job activities within the business. Our policy is to encourage training which helps you in undertaking your job. 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. You may be required to sign a training agreement which allows us to deduct pre-determined costs of training on termination of your employment after completing the training.

G) PERFORMANCE AND REVIEW

Our policy is to monitor your work performance on a continuous basis so that we can maximise your strengths, and help you identify areas of development of learning.

H) JOB FLEXIBILITY

It is an express condition of employment that you are prepared, whenever necessary, to transfer to alternative duties within the organisation. During holiday periods, 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 work is always subject to change, and it allows us to operate efficiently and gain maximum potential from our work force.

I) STAFF APPRAISAL SCHEME

We have a staff appraisal scheme in place for the purpose of monitoring staff performance levels with a view to maximising the effectiveness of individuals, details of which are available separately. Your full participation in the appraisal interviews is as welcome as it is necessary if both you and the organisation are to obtain maximum benefit.

WAGES AND SALARIES

A) ADMINISTRATION

1. Payment

- a. For salaried staff the pay period is a calendar month. Basic salaries are paid by the penultimate working 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 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 Becca Willett.

2. 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.

3. 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 P1 1 D 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 procedure 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 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

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 your team leader 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 your Manager, who will identify your entitlements and look at the proposed leave periods dependent upon your child's/ children's particular circumstances and the operational aspects of the business.

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 your Manager who, if appropriate, will agree the necessary time off.

G) STAKEHOLDER PENSIONS

We operate a group personal pension scheme that enables you to save for your retirement using your own money, together with tax relief and investment returns. You can build up a pension fund which you may use to buy an annuity when you are older or retire. The scheme is operated separately to any other pension provision and it is at your discretion and risk whether or not you contribute.

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 Statement of Main Terms of Employment.
3. It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. All staff are expected to use your annual leave entitlement within the annual leave year failure to do so may result in loss of annual leave. In exceptional circumstances Manager may consider agreeing to carry over up to a maximum of 5 days. This needs to be in exceptional circumstances.

B) CONDITIONS APPLYING TO YOUR ANNUAL HOLIDAY ENTITLEMENT

1. You should request any annual leave via email to admin@silvacare.org.uk.
2. Holiday requests will only be considered if you present them on an email via admin and we 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.
3. You should give at least four weeks' notice of your intention to take holidays unless otherwise agreed.
4. You may not normally take more than two working weeks consecutively unless exceptional circumstances.
5. Payment for holidays will be at the rate shown in your individual Statement of Main Terms of Employment.
6. In the event of the termination of your employment any holidays accrued but not taken will be paid for. However, in the event of your having taken holidays which have not been accrued pro-rata, then the appropriate payments will be deducted from your final wages/ salary. This is an express written term of your contract of employment.

C) 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 with a minimum of 1 hour notice however as much notice is expected. 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 in **exceptional circumstances** unable to do so, then by a relative, neighbour or friend), to the senior person on duty. Texting/ email is not acceptable.
2. If your incapacity extends to more than seven days you are required to notify us 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 us without delay. Subsequently you must supply us 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 as pay and is subject to normal deductions.
2. Qualifying days are the only days for which you are entitled to SSP. These days are normally our 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 days of discretionary sickness/ injury payments which qualify for SSP will be offset against SSP on a day-to-day basis. An offset will be made for any other state benefits received if you are excluded or transferred from SSP.
4. 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 the senior person on duty as soon as you know on which day you will be Returning to work, if this differs from a date of return previously notified and if earlier than doctors note have doctors sign back in.
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. Separate rules relating to infectious diseases and food handlers are to be found later in this handbook and you, if you are a food handler, must familiarise yourself with them.

3. On your 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 Manager. These are available from a senior member of staff.
4. On return to work you may be required to attend a 'return to work' interview to discuss your state of health and fitness for work. Any information arising from the interview will be treated with complete confidence.

E) GENERAL

1. Submission of a medical certificate or sickness self-certification absence form will not exclude you from sickness absence policy.
2. 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.
3. If we consider it necessary, we may ask your permission to contact your doctor or for you to be independently medically examined.

SAFEGUARDS

A) CONFIDENTIALITY

1. All information that:

- a. has been acquired by you during the course of your employment, or has otherwise been acquired by you in confidence,
- b. relates particularly to our business, our service users 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. In particular, you are required to comply with all of the organisation's policies and procedures on confidentiality of information and data protection relating to service users.

B) STATEMENTS TO RELATIVES/ OTHER PROFESSIONALS

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

C) STATEMENTS TO THE MEDIA

Any statements to reporters from newspapers, radio, television, etc. in relation to our business or service users will be given only by a Director or person delegated by Director.

D) GIFTS

It is not uncommon for service users who have developed sometimes long and close relationships with individual staff to offer gifts or gratuities or to seek to include a member of staff in their will. However, such activities can lead to accusations of coercion, exploitation and fraud

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E) BENEFICIARIES

You must not assist service users in the wording of their wills, or be executors or beneficiaries of their wills, or in any way abuse the privileged relationship which exists between you and the service users.

F) OTHER POLICIES AND PROCEDURES

The organisation has a number of other policies and procedures that will have been explained to you during your induction. Our policies are available at each site and is your responsibility to ensure you are familiar with these.

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 home's computer equipment and reduce the risk of contamination the following will apply:

- a) Only authorised staff should have access to the organisation's computer equipment.
- b) Only authorised software may be used on any of the organisation's computer equipment.
- c) Only software that is used for business applications may be used.
- d) No software may be brought onto or taken from the organisation without prior authorisation.
- e) Unauthorised access to the computer facility will result in disciplinary action.
- f) 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. The Directors have the right to open any E-mail file or check the use of the Internet.

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. The intellectual property right 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. You are not allowed to use the Internet for personal reasons.

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 home'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 the organisation's 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; 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.

STANDARDS

A) WASTAGE/ ENVIRONMENTAL

1. We maintain a policy of "minimum wastage" 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. The following points are illustrations of this:
 - a. handle machines, equipment and stock with care, recycle where possible
 - a. turn off any unnecessary lighting and heating. Keep doors closed whenever possible and do not allow taps to drip;
 - b. ask for other work if your job has come to a standstill/ Idling
 - c. start with the minimum of delay after arriving for work.

B) STANDARDS OF DRESS / HYGIENE

As you will come into contact with service users, the relatives or 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. Please refer to the dress code policy.

C) HOUSEKEEPING

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

D) BEHAVIOUR AT WORK

1. You should conduct yourself at all times in a cordial, respectful and courteous manner, even in difficult circumstances. This applies to all relationships at work and therefore includes all work colleagues, service users and their family members and other professionals. Objectionable or insulting behaviour, or bad language will render you liable to disciplinary action.
2. You should use your best endeavours to promote the interests of the business and shall, during normal working hours, devote the whole of your time, attention and abilities to the business and its affairs.
3. Any involvement in activities which could be construed as being in competition with us is not allowed.
4. All reasonable instructions from a line Manager are to be carried out.

HEALTH, SAFETY, WELFARE AND HYGIENE

A) SAFETY

1. You must read and understand our Health and Safety Policy and related Health and Safety Policies (identified below), and any future updates or new Policies.

Accident reporting policy	Aggression towards staff
Control of Substances Hazardous to Health (COSHH) Policy	Fire Safety Policy
First Aid Policy	Food Hygiene Policy
Safe Working Practice Policy	Infection Control Policy
Lone Working Policy	Manual Handling Policy

2. You must not take any action that could threaten the health or safety of yourself, other employees, service users or members of the public.

3. You must report any Health and Safety concerns to your line manager and/or the Health and Safety Representative or your area of work. If you are not happy with the response you can elevate your concern in line with the whistle blowing policy to higher management.

4. 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.

5. You must report all accidents and injuries at work, no matter how minor, on a Health and Safety recording form which can be found in the office or administration area of your work place, and present to the relevant Manager/Senior.

6. You must ensure that you are aware of our fire and evacuation procedures and of the action you should take in the event of such an emergency.

7. You must ensure when using COSHH items you read the COSHH assessment on safe use, storage, disposal, first aid and spillage measures.

8. You must ensure you are competent person who has received training, instruction and information before the use of any work equipment such as Hoists, tail lifts, Vehicles etc.

9. You should not wear any jewellery that is likely to pose a safety risk to service users, other employees or yourself.

10. You should advise your Manager if you are taking any medication, prescribed and non-prescribed, particularly where this could affect your ability to carry out your duties.

Failure to adhere will not only render you liable to disciplinary action but could also result in injury to yourself or others.

11. If you arrive for work and, in our opinion, you are not fit to work, we reserve the right to exercise our duty of care if we believe that you may not be able to undertake your duties in a safe manner or may pose a safety risk to others. In such circumstances you will be sent away for the remainder of the day, with or without pay, and dependent on the circumstances, you may be liable to disciplinary action.

B) SMOKING POLICY

Our policy of not smoking during working hours must be observed at all times. Failure to observe this will be treated as gross misconduct.

C) ALCOHOL & DRUGS

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)

1. absenteeism (e.g. unauthorised absence, lateness, excessive levels of sickness, etc.);
2. higher accident levels (e.g. at work, elsewhere, driving to and from work); and
3. 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.

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. Please email admin@silvacare.org.uk

B) OTHER EMPLOYMENT

If you already have any other employment or are considering any additional employment you must disclose details of employment with us so that we can discuss any implications arising from the current working time legislation. Silva care will also consider if this is conflict of interest if deemed as could result in action.

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 team leader.

D) BEREAVEMENTLEAVE

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 team leader and agree appropriate time off. Any leave due to bereavement please refer to policy.

E) 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. Mileage forms are to be submitted with your timesheets.

F) COMMUNICATIONS

We will try to keep you informed about items of interest by means of our communication book or staff meetings. You should use these facilities, if you wish, to promote any particular item of interest to other employees. We also have suggestion boxes across our sites and we have our monthly newsletters.

G) EMPLOYEES' PROPERTY

We do not accept liability for any loss of, or damage to, property that you bring onto the premises. You are requested not to bring personal items of value onto the premises.

H) LOST PROPERTY

Articles of lost property should be handed to the senior person on duty who will retain them whilst attempts are made to discover the owner.

I) PARKING

We do not provide parking facilities. No liability is accepted for damage to private vehicles, however damage occurs.

J) TELEPHONE CALLS/ MOBILE PHONES

Telephones are essential for our business. Incoming personal telephone calls are allowed in the case of emergency. Outgoing calls can be made with the prior permission of the senior person on duty. Personal mobile phones should be used only for emergency purposes.

Use of mobile phones for personal use will result in disciplinary action.

K) BUYING OR SELLING OF GOODS

You are not allowed to buy or sell goods on your own behalf during your working hours.

L) DRIVING LICENCE

1. You are required, whenever applicable, to produce your driving licence for our inspection at any time when so requested.
2. You must advise us immediately when you receive any type of driving conviction or any summons which may lead to your conviction, and also provide us with details of any other changes to your driving licence.

MAKING A PROTECTED DISCLOSURE

A) INTRODUCTION

1. Under certain circumstances, employees have legal protection if they make disclosures about organisations for whom they work. These employees are commonly referred to as 'whistle blowers' and their activities have often received wide publicity in the media.
2. An employee who believed, for example, that organisations were disposing of toxic waste illegally may have 'blown the whistle' directly to the press or television, perhaps because of concern for the environment, a belief that the organisation would attempt a 'cover-up' if asked to stop, or for financial gain.
3. Employees, who blew the whistle on organisations, were often treated detrimentally by them or their employment was terminated. This discouraged employees from whistle blowing even where such action would be for the good of the public. The legislation is designed to protect employees from suffering any detriment or termination of employment for whistle blowing.

B) QUALIFYING DISCLOSURES

1. Certain disclosures are prescribed by law as 'qualifying disclosures'. Disclosures are qualifying disclosures where it can be shown that the business commits a 'relevant failure' by:-
 - 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; and
 - f. concealing any information relating to the above.
2. These acts can be in the past, present or future, so that, for example, a disclosure qualifies if it relates to environmental damage that has happened, is happening, or is likely to happen.

C) THE PROCEDURE

1. If you so wish you should in the first instance report any concerns you may have to Ivor Isaac or a Director 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 Ivor Isaac or a Director you may take them direct to the appropriate organisation or body.

D) GENERAL NOTES

1. 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.
2. 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 employment or such lesser disciplinary sanction as may be appropriate in the circumstances.

CAPABILITY AND CAPABILITY DISMISSAL 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

1. If the nature of your job changes we 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 we 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 taken down improving performance 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, 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) HEALTH REASONS

1. Health reasons 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. If you are registered under DDA evidence will be required.
2. There may also be health reasons 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.
3. If there is no improvement in your attendance record after an agreed period of time and we are unable to find you a more suitable role, your employment with us will be terminated with the appropriate notice.

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 if you are within your probation.

DISCIPLINARY AND DISCIPLINARY DISMISSAL 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 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 and appeal procedures;
 - 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 within 5 days. Please refer to disciplinary policy.

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 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)

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 hygiene and health and safety rules and procedures;
- b. consumption of alcohol on the premises;
- c. persistent absenteeism and/ or lateness;
- d. unsatisfactory standards or output of work;
- e. rudeness towards service users, members of the public or other employees,
- f. objectionable or insulting behaviour, harassment, bullying or bad language;
- g. failure to devote the whole of your time, attention and abilities to the home and its affairs during your normal working hours;
- h. unauthorised use of E-mail and Internet / social media/ mobile phones
- i. failure to carry out all reasonable instructions or follow our rules and procedures;
- j. unauthorised use or negligent damage or loss of our property;
- k. failure to report immediately any damage to property or premises caused by you;
- l. use of our vehicles without approval or the private use of our commercial vehicles without authorisation;
- m. failure to report any incident whilst driving our vehicles, whether or not 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 passengers in our vehicles or the use of our vehicles for personal gain;
- p. loss of driving licence where driving on public roads forms an essential part of the duties of the post; and
- q. failure to abide by the Code of Conduct and Practice issued by the General Social Care Council, a copy of which is available for inspection in the Office.

Any practice or conduct which may bring the company into disrepute.

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. Gross = dismissal refer to table on page 24.

E) RULES COVERING GROSS MISCONDUCT
(These are examples only and not an exhaustive list)

You will be liable to summary dismissal if you are found to have acted in any of the following ways:

- a. grossly indecent or immoral behaviour, deliberate acts of unlawful discrimination or serious acts of harassment;
- b. dangerous behaviour, fighting or physical assault;
- c. incapacity at work or poor performance caused by intoxicants or drugs;
- d. possession, supply or use of illicit drugs;
- e. deliberate falsification of any records (including time sheets, absence records and so on, in respect of yourself or any fellow employee);
- f. undertaking private work on the premises and/ or in working hours without express permission;
- g. working in competition with us;
- h. taking part in activities which result in adverse publicity to ourselves, or which cause us to lose faith in your integrity;
- i. theft or unauthorised possession of money or property, whether belonging to us, another employee, or a third party;
- j. destruction/sabotage of any property;
- k. serious breaches of the hygiene and health and safety rules that endanger the lives of or may cause serious injury to employees or any other person;
- l. interference with or misuse of any equipment for use at work that may cause harm;
- m. gross insubordination and/ or continuing refusal to carry out legitimate instructions;
- n. maltreatment of service users;
- o. failure to report an incident of abuse, or suspected abuse of a service user;
- p. abandoning duty without notification or sleeping on duty;
- q. acceptance of gifts & hospitality in contravention of Corruptions Acts (1906);
- r. 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 business;

- s. 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;
 - 6.
- t. wilful misrepresentation at any time during employment in connection with qualifications held;
- u. deliberate disclosure of privileged confidential information to unauthorised people;
- v. negligent or deliberate failure to comply with the requirements of the organisation's procedure concerning medicines;
- w. working whilst contravening an enactment, or breach of rules laid down by statutory bodies;
- x. any act or omission constituting serious or gross negligence/ or dereliction of duty;
- y. serious failure to abide by the Code of Conduct and Practice issued by the General Social Care Council, a copy of which is available for inspection in the Office;
- z. a breach of the rules on confidentiality;
- aa. abuse of the personal harassment policy or equal opportunities policy;
- bb. abuse of the protected disclosure provisions; and
- cc. smoking in breach of our policy
- dd. bringing the company into disrepute

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
***** UNSATIS- FACTORY 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			

- We retain discretion in respect of the disciplinary procedure to take account of your probation and length of service and to vary the procedure 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.
- 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.
- 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.

Pre disciplinary procedure

- Letter of concern
Concerns about conduct and practice manager may decide to issue a formal letter of concern. If improvements are not made formal disciplinary procedure will be taken.

G) DISCIPLINARY AUTHORITY

The operation of the disciplinary procedure contained in the previous section, is based on the following authority for the various levels of disciplinary action. However, the list does not prevent a different level of seniority, in the event of the appropriate level not being available, progressing any action at whatever stage of the disciplinary procedure.

Formal verbal warning	Care Manager/Director
Written warning	Care Manager/Director
Final written warning	Care Manager/Director
Dismissal	Care Manager/Director

H) PERIOD OF WARNINGS

1. Formal verbal warning

A formal verbal warning will normally be disregarded after a six month period.

2. Written warning

A written warning will normally be disregarded after a twelve month period.

3. Final written warning

A final written warning will normally be disregarded 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.
5. Please refer to policy

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. It may be necessary, because of the size of our organisation, for the appeal to be heard by the person who took the original action and it is therefore important that your appeal gives details of why the penalty imposed is either too severe, inappropriate or unfair in the circumstances.
4. 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.
5. 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. This is the final stage of the capability/disciplinary appeal procedures.

Any appeals need to be made to Sharon Moore in writing.

GENERAL DISMISSAL AND APPEAL PROCEDURES

This section of the Employee Handbook does not form part of your Contract of Employment but the procedures set out below may apply, where legally required, in the specific circumstances described in your individual Statement of Main Terms of Employment.

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

- Your alleged conduct or characteristics, or other circumstances, which lead us to contemplate dismissing or taking disciplinary action against you, will be set out in writing.
- 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.

- The meeting will take place before action is taken, except in the case where disciplinary action consists of suspension.
- The meeting will not take place unless:
 - you have been informed what the basis was for including in the statement, under Step 1, the ground or grounds in it; and
 - you have had a reasonable opportunity to consider your response to that information.
- You must take all reasonable steps to attend the meeting.
- 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

- If you wish to appeal, you must inform us.
- If you inform us of your wish to appeal, you will be invited to attend a further meeting.
- You must take all reasonable steps to attend the meeting.
- The appeal meeting need not take place before the dismissal or disciplinary action takes effect.
- After the appeal meeting you will be informed of the final decision.

General Requirements:

The following requirements will be adhered to in respect of the above procedures (so far as applicable):

- Each step and action under the procedure will be taken without unreasonable delay.
- Timing and location of meetings will be reasonable.
- Meetings will be conducted in a manner that enables both parties to explain their cases.

GRIEVANCE PROCEDURE & PERSONAL HARASSMENT

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 we 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 us 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 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 person named in your individual Statement of Main Terms of Employment within five working days. You will then be invited to a further meeting, which you must take all reasonable steps to attend.
6. Following the appeal meeting you will be informed of the decision, normally within ten working days, which will be confirmed in writing. This is the final stage of the grievance procedure.

PERSONAL HARASSMENT POLICY AND PROCEDURE

A) INTRODUCTION

1. Many people in our society are victimised and harassed as a result of their 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 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 colleague of your choice (whether or not that person has a direct supervisory responsibility for you) as a confidential helper. This person cannot be Mrs Lyn Isaac, 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 grievance is more serious, you should bring the matter to the attention of your Manager as a formal written complaint and again your confidential helper can assist you in this. If possible, you should keep notes of the grievance so that the written complaint can include:

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

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, political opinion or affiliation, 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, and it is our policy for employees to retire at the end of the week in which their 65th birthday falls. In certain circumstances consideration may be given to fresh employment being offered to you after retirement. Such offers will be totally at the discretion of the Directors.

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 OUR PROPERTY

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

D) GARDEN LEAVE

Once either side has given notice of termination of employment, we may, at any time and for any period, require you to cease performing your job and/or exclude you from entering any of our premises. During such periods of garden leave, we will continue to pay your wage/salary and provide all benefits that form part of your contract of employment.

RULES FOR THE USE OF OUR POOL VEHICLES

A) DRIVING LICENCE AND AUTHORITY TO DRIVE OUR POOL VEHICLE

1. You must be in possession of a current driving licence and have a Director's authority to drive one of our pool vehicles.
2. Your driving licence must be produced for to HR scrutiny by a Director prior to driving any of our pool vehicles and at any other time when requested.
3. If at any time your licence is endorsed, or you are disqualified from driving, we must be informed immediately. Failure to provide this may result in disciplinary.
4. It is your responsibility to see that it is not used by anyone other than authorised employees. Keep address updated/circumstances.
5. Our pool vehicles are for general business use and are not allocated to any specific individual employee. It is your responsibility to keep address/ medical change of circumstances updated.

b) FIXTURES, FITTINGS AND MODIFICATIONS

1. No fixtures such as aerials, roof racks, towing apparatus, stickers, may be attached to any of our vehicles without prior written permission. Your responsibility keeping within mileage limits.
2. No change or alterations may be made to the manufacturer's mechanical or structural specification of the vehicle.
3. Mileage Limits must be kept.

C) WARRANTY

All warranty work must be reported to us prior to it being carried out.

D) CLEANING AND MAINTENANCE

1. When you drive one of our vehicles it is your responsibility for ensuring that it is kept clean and tidy and that it is returned to us in that condition after use.
2. We will recheck licenses
3. Any maintenance or repair work, or replacement of parts, including tyres, must be approved in advance by us.

E) FUEL ETC.

1. Before you use one of our vehicles you are responsible for ensuring that the oil and water levels, battery and brake fluid and tyre pressures are maintained and that the tread of all tyres conforms to the minimum legal requirements.
2. Fuel Genie cards must be used for refuelling company vehicles.

F) FINES

We cannot under any circumstances accept responsibility for parking or other fines incurred by you.

G) DAMAGE OR INJURY

1. If you are the driver of any of our vehicles and it is involved in an accident which causes damage to property or another vehicle, or injury to any person or animal, you are required to give your name and address, the name and address of the owner, the registration number of the vehicle and the name of the insurance company to any person having reasonable grounds for requiring such information it is important that you give no further information. If for some reason it is not possible to give this information at the time of the accident, the matter must be reported to the police as soon as possible, but within twenty four hours of the occurrence.
2. In addition in the case of an incident involving injury to another person or to notifiable animals, you are responsible for notifying the police of the occurrence. The accident must be reported to a police station or to a police officer within twenty four hours. If you are not able to produce the vehicle insurance certificate, you must, in any event, produce it in person within five days after the accident, to such police station as you may specify at the time of first reporting the accident.
3. For security reasons, insurance certificates are kept by us.

H) LOSS

1. In the case of theft of one of our vehicles, the police and ourselves must be informed immediately. Full details of the contents of the vehicle must also be given. If any contents are stolen from the vehicle the police and ourselves should be notified immediately.
2. Please note that only our property is insured by us and you should make your own arrangements to cover personal effects.
3. The vehicle should be kept locked when not in use and the contents should be stored out of sight, preferably in the boot if it is a car. If a vehicle is stolen we are required to prove to the insurance company that there has been no negligence and, therefore, we must hold you responsible in the event of such negligence.

I) ACCIDENT PROCEDURE

Please be aware that if you should have an accident in one of our vehicles, you must in the first instance inform your Manager of the situation, but as there is no paperwork to fill in, you must instead phone Zurich immediately on 08700 301 2123 and report the incident direct (this must be done by the person involved in the incident, not their Manager/colleague).

Policy Number 300/KX829335

The cost will increase based on the amount of accidents/damages you have in a 5 year period.

1st accident /damage £50

2nd accident / damage £150

Any further accident / damage FULL EXCESS (this is currently £250)

- a. the name and address of the other driver and the name and address of his/her insurers
- b. the names and addresses of all passengers in both our vehicle and the third party's vehicle

- c. names and addresses of all witnesses. It will be of considerable assistance if statements can be obtained from all witnesses at the time of the accident
 - d. particulars of the police attending i.e. name, number and division.
1. A detailed sketch must be provided showing the relative position of the vehicle before and after the accident, together with details of the roads in the vicinity, e.g. whether they are major or minor roads and as many relevant measurements as possible.
 2. If our vehicle is undriveable you should contact us for further information.
 3. You should not under any circumstances express any opinion one way or the other on the degree of responsibility for the accident. Only exchange particulars mentioned in paragraph G1 above and nothing more.

J) ROAD FUND LICENCE

The road fund licence for each vehicle will be renewed automatically when due, but in the event that you do not receive the new licence by the expiry date, we should be notified immediately.

K) PERMITTED USE

Subject to the restrictions already stipulated, our vehicles may only be used for our authorised business unless previous arrangements for private domestic or social use have been agreed with us in advance. They may not be used for the carriage of passengers for hire or reward, nor may they be used for any type of motoring sport, including racing, rallying or pace making, whether on the public highway or on private land. Any use of company vehicles out of this may result in disciplinary action.

L) STAFF VEHICLES/ GREY FLEET

Some staff have agreements with SILVA CARE to use their car/motor bike on Company business, however, it should be noted that these vehicles must include business use on the insurance policy, an up to date service check, current MOT.

SILVA CARE recommended that **all** staff vehicles should be insured for business use as well as personal and pleasure, some insurance companies charge for the amendment, others do not, any costs involved will be re-imbursed on receipt of the relevant information.

It should be noted that when personal vehicles are being used on company business you will be re-imbursed at the current mileage rate per mile, a Travel Claim Form is available for this purpose and should be attached to your time sheet and will be paid with your salary. Mileage claims are not subject to tax.

FLEETMATICS

All our company cars are fitted with fleetmatics tracking devices. This is to enable all staff are driving safely whilst on shift. Each staff member has a key fob to fob into the car to show up on the system who is driving. Staff will be charged £5 if they lose their key fob. Using fleetmatics we are able to run monthly reports on who the best drivers in the company are over a 1 month period the top 3 drivers are all rewarded. Any driving errors that show up on our system will be followed up and could result in disciplinary action.