



MANAGEMENT FOR QUALITY

STAFF HANDBOOK



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Part 1 CONTRACT OF EMPLOYMENT

STATEMENT OF MAIN TERMS OF EMPLOYMENT (specimen - hourly paid staff)

This Statement, together with the Staff Handbook, forms part of your Contract of Employment and sets out particulars of the main terms on which

(AA HEALTHCARE SERVICES LTD)

whose registered offices are at

(85 GREAT PORTLAND STREET, W1W 7LT)

employs

(name of employee)

1. JOB HOLDER:

NAME OF EMPLOYEE:	
JOB TITLE:	(Care Worker)

2. EMPLOYMENT DURATION:

2.1 Your employment began on (--- date ---) and no previous employment counts as part of your continuous period of employment.

2.2 Your employment from the commencement date identified in 2.1 above is continuous and is subject to the conditions of Termination of Employment as referenced in clause 12 of this Contract.

3. PLACE OF WORK:

You will normally be required to work at the Organization's premises. You will not be required to work outside the United Kingdom.

4. HOURS OF WORK:

4.1 Your normal contracted hours of work are 35 hours per week. You may be required to work additional hours when authorized and as necessitated by the needs of the business, however you will not be required to work more than 48 hours per week (averaged over 17 weeks) unless you have agreed to the opt-out provided in the *Working Time Regulations, 1998*.

4.2 Should you agree to the opt-out of the maximum 48-hour working week you must sign the relevant opt-out form.

4.3 You have the statutory right to revoke your agreement pursuant to clause 4.2 above at any time by giving (7 days to 3 months) notice.



STATEMENT OF MAIN TERMS OF EMPLOYMENT (continued) (*name of employee*)

5. REMUNERATION:

5.1 Your current wage is £ _____ per hour, paid monthly on *weekly on Fridays* one week in arrears.

5.2 Payment will be made by cheque or credit transfer to your nominated bank account.

5.3 This remuneration will be subject to review at 12 monthly periods from the date of commencement of your employment.

6. HOLIDAY ENTITLEMENT:

6.1 The holiday year runs from (date) and ends on (date) each year.

6.2 You will receive a paid holiday entitlement of 28 working days (5.6 weeks for a person who works 5 days a week) during a complete holiday year, or a greater amount should the statutory minimum be increased during the period of employment.

6.3 For a part year of service your entitlement will be calculated as $(A \times B) - C$, where A = the period of leave to which you are entitled; B = the portion of the leave year which expired before your employment ended, and C = the amount of leave you have already taken during the leave year.

6.4 If you have taken more leave than you are entitled to at the point at which your service ends we reserve the right to be compensated by you accordingly.

Conditions relating to the taking of annual holidays are shown in the Staff Handbook to which you should refer.

7. PUBLIC / BANK HOLIDAYS:

In addition to the annual holiday entitlement you may be allowed the following public / bank holidays with pay. However, due to the nature of our organisation and the work it undertakes it is not uncommon for us to require you to work on any or all of these holidays:

New Year's Day	The last Monday in May
Good Friday	The last Monday in August
Easter Monday	Christmas Day
The first Monday in May	Boxing Day

8. SICKNESS PAY & CONDITIONS:

There is no contractual sickness / injury payments scheme in addition to Statutory Sick Pay.

9. DISCIPLINARY RULES & PROCEDURES:



The Disciplinary Rules and Procedures that apply to your employment are shown in the Staff Handbook to which you should refer.

STATEMENT OF MAIN TERMS OF EMPLOYMENT (continued) **(*name of employee*)**

10. DISCIPLINARY APPEALS PROCEDURES:

The Disciplinary Rules and Procedures incorporate the right to lodge an appeal in respect of any disciplinary action taken against you. Further information may be found in the Staff Handbook to which you should refer.

11. GRIEVANCE PROCEDURE:

It is important that if you feel dissatisfied with any matter related to your work you should have an immediate means by which such grievance can be aired and resolved. Further information may be found in the Staff Handbook to which you should refer.

12. NOTICE OF TERMINATION TO BE GIVEN BY EMPLOYER:

- | | |
|------|--|
| 12.1 | Under one month's service: nil. |
| 12.2 | 1 month but less than 5 years service: 1 month. |
| 12.3 | 5 years service or more: 1 week for each completed year of service to a maximum of weeks after 12 years. |

13. NOTICE OF TERMINATION TO BE GIVEN BY EMPLOYEE:

- | | | |
|------|--------------------------|-------------------------------|
| | 13.1 | Under one months service:nil. |
| 13.2 | 1 month service or more: | 1 month. |

14. PENSION & PENSION SCHEME:

The Organisation operates a Workplace Pension Scheme which complies with current legislation.

Any amendment to this Statement and Terms & Conditions of Employment as set out in this Contract will be notified to you in writing within one month of the amendment.

TO BE COMPLETED FOR AND ON BEHALF OF (AA HEALTHCARE SERVICES LTD):

Signature: _____ **Date:** _____



TO BE COMPLETED BY EMPLOYEE:

I acknowledge receipt of this Statement and Terms and Conditions of Employment and confirm that I have read and understood it, and that it is acceptable to me. For the purposes of the Working Time Regulations any applicable entitlements and provisions constitute a Relevant Agreement.

Signature: _____ **Date:** _____

Part 2 JOB DESCRIPTION

JOB DESCRIPTION



JOB TITLE: Carer

ACCOUNTABLE TO: Registered Manager

RESPONSIBILITIES:

INTRODUCTION & WELCOME

Part 3 INTRODUCTION & WELCOME TO (AA HEALTHCARE SERVICES LTD)

(amend this section as required)

(AA HEALTHCARE SERVICES LTD) is a professional Company specialising in the care of a diverse range of service users within their home environment. Our key objective is to ensure that the independence, privacy and dignity of each service user is maximised to the full through the provision of a comprehensive range of high-quality care and welfare services, each delivered to meet specific service user needs.

As a Domiciliary or Home Care Service Provider we are a member of (*define appropriate professional or trade association*) and as such subscribe to the aims, objectives and standards of this organisation.

As a member of our staff, you will be actively engaged in providing personal care to our service users, and we welcome you to our Company, or Organisation. We hope that your career with us will be rewarding and happy. Starting a new job is an important move and the purpose of this Handbook is to help you to learn about our Organisation and our conditions of employment so that you can settle in quickly and carry out your job duties with confidence.

We are proud of the reputation that we have built in the Home Care sector, but we are always mindful that such a reputation depends upon the people who work for us and provide the care to our service users. As such, we are constantly looking at ways of improving our services and our fundamental philosophy is that the care and welfare of our service users is our main concern. Our continuing success depends upon our employees, and how we all interact and co-operate with each other. To achieve this there has to be agreed rules, guidelines and standards of conduct for all and these are explained in this Handbook. You are asked to keep it handy for ready reference and to ask your supervisor or line manager if there is anything that you are not sure of.

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Part 4 TERMS & CONDITIONS OF EMPLOYMENT:



4.1 CONTRACT OF EMPLOYMENT:

Prior to starting your job with us, the appropriate conditions relating to your employment will have been communicated to you. This will have been done at the interview stage and also in summary format in the Job Offer Letter. Following successful completion of your probationary period of employment (see 4.3 below) you will become a regular member of our staff and you will be given a Contract of Employment which clearly sets out the Terms and Conditions of Employment. You will be asked to sign it as a condition of your acceptance of the job offer, and a copy of the signed Contract of Employment will be given to you for your safe keeping.

4.2 FALSE DECLARATIONS:

It is important to understand the need for complete honesty in the disclosure of information that you provide us with - your personal information is protected through our Confidentiality Policy. However, failing to disclose relevant information that we may ask for, or providing deliberately misleading or incorrect information (e.g. regarding qualifications, age, health, job / character references, previous employment, work experience etc), may be viewed as a serious breach of Contract and classified as Gross Misconduct for purposes of our Disciplinary Procedures (see section 7.4).

4.3 PROBATIONARY PERIOD:

You join us on an initial probationary period of 3 months. During this time your 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 if you are considered to be generally unsuitable, we may either take remedial action or terminate your employment without further notice and without recourse to our disciplinary procedures. At the end of your probationary period, you will again be assessed and, if satisfactory, you will join us as a regular member of our staff team. If you have not reached the required standard we may, at our discretion, extend your probationary period in order that remedial action can be taken or terminate your employment without further notice and without recourse to our disciplinary procedures. In the event of you failing to improve during an extended probationary period your employment may be terminated without further notice and without recourse to our disciplinary procedures.

4.4 JOB DESCRIPTION:

You will have been provided with a Job Description of the position to which you have been appointed. You are asked to bear in mind that amendments may be made to this Job Description from time to time to reflect changes in our needs and in your own abilities.

4.5 WAGES & SALARIES:

4.5.1 PAYMENT:

2. All staff will have salary / wages paid on a weekly basis, on Fridays-.
3. You will receive a payslip showing how the total amount of your pay has been calculated. It will also itemise the following:
 - M your gross salary / wage for the period.
 - M any overtime payments made, as appropriate to your job.
 - M direct deductions made, which will include income tax, National Insurance contributions and any other amounts agreed between yourself and the Organisation.
 - M other deductions at source required by law, e.g. court orders, CSA payments etc.;
 - M corrections made for any overpayments or underpayments made to you in previous salary /



wage periods, as appropriate.

4. Any queries you may have regarding your pay should be raised with your supervisor.

4.5.2

INCOME TAX & NATIONAL INSURANCE:

At the end of each tax year you will be given a form P60 showing the total pay you have received from us during that year and the amount of deductions for Income Tax and National Insurance. You may also be given a form P11D showing non-salary benefits. You should keep these documents in a safe place as you may need to produce them in your dealings with the Inland Revenue and other government departments, or if completing a self-assessment form. The law does not allow us to make duplicate copies.

4.6 OVERTIME & DEDUCTIONS FROM PAY:

Overtime is discretionary and will be allocated according to need and, where possible, on a rotation system to ensure fairness for all. Where overtime is worked this will be at your flat hourly rate, or time off in lieu may be given, depending upon individual circumstances and at the discretion of your supervisor.

4.7 TRAINING:

During your employment with us you will receive full training in all aspects of your job position. This will start with an Induction Training Programme which is mandatory for all employees, and which is a fundamental condition of employment. Thereafter, we are committed to the concept of on-going training, and you will therefore receive regular specialised training to develop your personal skills and knowledge. This training will be tailored to your job position. You will be expected to attend all training courses relevant to your job, and we retain records of all training courses each employee attends.

4.8 PERFORMANCE REVIEW & APPRAISALS:

During your employment with us your job performance will be regularly monitored by your immediate supervisor. This will show us how you are progressing and also enable us to maximise your strengths and help us to identify those areas where you may need additional training. Job performance is an important factor which we take into account during the annual review of pay.

4.9 STANDARDS OF WORK:

Your Job Description, Training Programmes and our Policies combine to set the overall standards of work that we expect from our employees. This will be monitored through the Staff Performance Appraisal Programme. Any incidents of unsatisfactory standards of work will result in the individual concerned being subject to the Organisation's Disciplinary Procedure (see Part 7 of this Handbook).

4.10 PAY REVIEWS:

Pay, as salaries / wages, will be reviewed on an annual basis and will take into account all aspects of your job performance and results of appraisals as set out in section 4.8 of this Handbook.

4.11 WORKPLACE PENSIONS:

We operate a Workplace Pension Scheme which complies with current legislation. Refer to your Supervisor or Manager for appropriate details.

4.12 STANDARDS OF DRESS & PERSONAL APPEARANCE:

As a professional Organisation providing care we expect our employees to maintain a high standard of smartness, dress and hygiene at all times. This contributes to the reassurance for a service user that he / she is being cared for professionally and reinforces the basic principle that if staff members cannot be seen to take care of themselves then how can service users expect them to take care of them! The following rules will apply as minimum requirements for our staff:

4.12.1 Uniforms / dress code must be worn at all times when on duty. Uniforms must be cleaned and ironed.

4.12.2 Hair should be clean and well groomed. If your hair is long it will need to be kept tied back away from the face.

4.12.3 Jewellery must be kept to a minimum:

M Earrings are limited to plain studs for pierced ears. No other type of earring, or any other facial ring, may be worn.

M Jewellery worn on the hand must be limited to wedding bands and a wristwatch. It is not recommended that an engagement or any other jewelled ring be worn; such rings can cause damage and be damaged - the Organisation accepts no liability for repairs or replacements to such jewellery if lost, stolen or damaged whilst on duty.

M Necklaces, chains and bracelets must not be worn unless completely covered by the uniform.

4.12.4 Shoes must be of a sensible, practical design in view of the travelling and care duties to be undertaken. "Fashion" shoes (e.g. platform shoes, high heels etc) are both impractical and potentially dangerous and should not be worn.

4.12.5 Fingernails should be kept short and free from nail varnish. Long fingernails are potentially dangerous to both service user and the employee and may pierce protective gloves. Nail varnish can chip and contaminate food etc.

4.13 IDENTITY CARDS:

Each staff member is issued with an Identity Card bearing a photograph of the individual. This should be worn on or above the chest area where it will be clearly visible. This Identity Card must be worn *at all times* when on duty in accordance with our documented Policy (see Policy Manual), and becomes the "badge" with which a service user will associate you and our Organisation. If the Card is lost or mislaid at any time this must be reported immediately to your supervisor / manager for appropriate action. Identity Cards remain the property of the Organisation and must be returned to us when you leave our employment.

4.14 SMOKING POLICY:

■ Smoking on duty is discouraged and is permitted only during allocated break times. You must never smoke in the service user's home, in company or private vehicles whilst on duty.

■ If your break coincides with a service user visit, you must ask the service user if he / she



minds you going outside to smoke. However, it must always be remembered that an increasing number of people find this distasteful, and remember that tobacco smoke clings to your uniform and other clothing etc. Even if this service user doesn't mind others may find it offensive if you need to be in close contact with them as part of your duties.

4.15 ALCOHOL POLICY:

- The consumption of alcohol whilst on duty is strictly forbidden. THERE ARE NO EXCEPTIONS. If you are offered an alcoholic drink by a service user during working hours you will be expected to politely decline and explain that you are not allowed to drink while on duty.

- Alcohol impairs judgement and your ability to carry out your tasks effectively. There is also the inherent drink-drive danger. If you are found to be intoxicated, or are found drinking, or are reported to have been drinking (and this is subsequently proven), this may result in your summary dismissal. Refer to the Alcohol Policy in the Policy Manual.

4.16 SUBSTANCE ABUSE:

The Organisation recognises that some aspects of caring for people in their own homes can be a stressful occupation, and that one of the consequences of progressive stress can be an increasing reliance on mood-altering substances such as alcohol and recreational drugs. It is our policy not to employ people who are perceived to be actively engaged in substance abuse. However, due to the insidious nature of the illness it is recognised that such conditions can develop during employment. The Organisation has therefore developed a Substance Abuse Policy in full consultation with our employees, and this may be found in the Policy Manual. You are requested to familiarise yourself with it.

4.17 BEHAVIOUR AT WORK:

- We expect all our employees to conduct themselves in a thoroughly professional manner while at work. We therefore insist upon the following code of conduct for all staff members:
- Employees will behave with dignity, and with civility towards their fellow staff members, and to service users and other people with whom they may come into contact as part of their duties.
- Employees will refrain from using bad language and other offensive or insulting behaviour.
- Any proven incidences of sexual, verbal or racial harassment of fellow staff members or service users, or workplace bullying, will be viewed as a serious matter rendering the offender liable to disciplinary action up to and including summary dismissal.
- Employees will at all times comply with the Organisation's Sickness, Timekeeping and Absence Policies (see Policy Manual).
- Employees will comply with the Policies on smoking and the consumption of alcohol at work, reference 4.15 and 4.16 above.

4.18 BEHAVIOUR OUTSIDE WORKING HOURS:



Whilst it is not our intention to dictate what employees do in their own time, we do expect our employees to maintain a lifestyle conducive to that of a professional person. This means that we expect our employees to conduct themselves while off duty in such a manner as to promote and retain their personal integrity. Engaging in activities which result in adverse publicity, or which cause the Organisation to lose faith in their integrity, may lead to disciplinary action appropriate to the severity of the incident. For example, our Alcohol Policy prohibits the consumption of alcohol whilst on duty; we also expect that employees should not over-indulge while off duty to the extent that their subsequent job performance is impaired or compromised.

4.19 DUTIES NOT TO BE UNDERTAKEN BY CARE WORKERS:

Your Job Description and Training Plans will combine to summarise the duties associated with your job position. However, for Care Workers, there are certain jobs which **MUST NOT** be undertaken for a service user. These are listed in a key Policy (see Policy Manual) and an awareness of this will be included in your Induction Training Programme. Contravening this Policy will be viewed as a serious disciplinary matter up to and including summary dismissal. Remember, if you are ever in any doubt as to whether or not a particular task should be undertaken refer the matter to your supervisor or manager for guidance and advice.

Part 5 GENERAL RULES:

5.1 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 contact you in an emergency, if necessary outside working hours.

5.2 OTHER EMPLOYMENT / PRIVATE TRADING:

- If you already have other employment or are considering additional employment you must notify us so that we can consider any implications arising from current Working Time legislation.
- Private trading during working time, is expressly forbidden. To carry out such trading may be considered to be an act of Gross Misconduct.

5.3 NOTICEBOARD & COMMUNICATIONS:

- As an employer we recognise our duty to communicate to our employees all relevant Information relating to job requirements, employment practices and policies, and general items of interest. We believe that good communication between employees at all levels is very important for the free and open exchange of information, ideas and new developments.
- There is a central noticeboard located in the open-plan area of the Organisation's offices, and you are asked to refer to it on a regular basis. Regular staff meetings are also held, and you will be expected to attend these wherever possible. It is recognised that these may often be held in your off-duty time, but it is recommended that you attend whenever you can. All meetings are minuted and the minutes published on the Organisation's noticeboard.

5.4 CONSUMPTION OF FOOD:

You should only consume food during your allotted breaks. You must not allow service users to provide you with food, other than the courtesy cup of tea etc which may be offered. You must not ask for this but accept it only if it is offered. You should only consume your own food at a service user's home if the service user has given permission.

5.5 GAMBLING:

Gambling, in any form or fashion, is not permitted either on the Organisation's premises, or at any time during duty hours. This includes football pools, lotteries and any other type of sweepstake.

5.6 EMPLOYEE'S PERSONAL PROPERTY:

The Organisation does not accept responsibility for any loss or damage to any personal property brought onto its premises. Employees are strongly advised not to take valuables with them when undertaking care duties at service user's homes.

5.7 PERSONAL MAIL:



Personal mail should not be sent to the Organisation unless by prior arrangement with management. We will not intentionally open mail addressed to employees unless we reasonably believe that it is related to business matters. We can accept no responsibility for personal mail inadvertently opened by us.

Arranging for personal mail to be delivered to us without prior authorisation from a manager or supervisor may constitute a disciplinary matter.

5.8 PERSONAL TELEPHONE CALLS:

- Employees are not permitted to make telephone calls on the Organisation's telephone system, or use Company fax machines or e-mail facilities, unless it is in the course of the proper performance of their duties. In cases of genuine need, personal telephone calls may be made with prior authorisation from the manager or supervisor. Under no circumstances should you use service users' telephones.
- Employees are discouraged from receiving incoming personal telephone calls unless, again, it is a case of genuine need.

5.9 USE OF MOBILE TELEPHONES:

- The Organisation may issue Care Staff with mobile telephones. In such cases they must only be used in the course of proper performance of duties. The policies concerning the personal use of telephones will apply reference 5.8 above.
- Each employee should be aware of the potentially negative social implications of mobile telephones and be sensitive to other people around them. If possible, set the telephone to "ring" in vibration mode; if a ringing tone has to be used set the ring to a plain telephone ring, and avoid the use of musical chimes. Set the ringing tone to a low volume.
- Personal calls from mobile telephones should not be made during duty hours when at a client's home, except in cases of emergency.

5.10 RADIO EQUIPMENT:

Employees should not operate any form of personal audio device at their place of work, or while carrying out care duties at service users' homes.

5.11 PARKING:

Any vehicles parked on the Organisation's premises are at the owner's risk. The Organisation does not accept any responsibility for any theft from, or damage to, vehicles left on our premises. Vehicles should be parked in such a way as not to cause obstruction to others or reduce access to or from the premises. Similarly, when visiting service users you are asked to park thoughtfully with respect to pedestrians and other road users.

5.12 VEHICLES:

The use of vehicles is essential to the nature of the job of caring. The Organisation expects the employee to utilise his /



her own vehicle as needed for the purposes of carrying out job duties. In doing so you will be expected to undertake responsibility for the proper maintenance and servicing of your vehicle, and ensure valid road fund licence, MOT testing and appropriate insurance for business purposes. We will ask for copies of valid insurance, MOT and taxation documentation relating to your vehicle and these will be checked annually at the appropriate renewal dates. Remember that an unreliable vehicle makes for an unreliable employee!

5.13 DRIVING LICENCES:

You will obviously need a valid driver's licence. You should do your best to keep a clean licence and notify us immediately of any convictions leading to penalty points and / or disqualification. Remember that any fines levied, including parking fines, will be your responsibility. We also need to know about any changes in your medical circumstances which may affect your ability to drive a car - you are reminded of the penalty for false declaration of information (see 4.2). To safeguard our interests, we will ask to make a photocopy of your driver's licence for our records and thereafter we will ask to see this on an annual basis to ensure that it remains valid.

5.14 FRIENDS & RELATIVES CONTACT:

When on duty, you should discourage your friends or relatives from either calling on you in person or contacting you by telephone, except in an emergency.

5.15 POLITICAL & RELIGIOUS ACTIVITIES:

Although we have no political or religious bias, we are not prepared to allow any political or religious activities on the Organisation's premises at any time.

5.16 REFUSAL OF GIFTS, GRATUITIES & BEQUESTS:

Employees are not allowed to receive gifts, gratuities or bequests from service users under any circumstances. You would need to explain politely to service users that since it is your job to help and care for them additional rewards are not necessary and it would be against Company policy to accept them. To do so will invoke the Disciplinary Procedure as an action of misconduct. There is a documented Policy to this effect (see Policy Manual).

5.17 LOANS:

Employees are not allowed to receive loans from clients, family members or their friends, or to offer such loans. To do so will invoke the Disciplinary Procedure as an action of misconduct.

Part 6 ATTENDANCE AT WORK:

6.1 TIMEKEEPING:

- You are expected to report for work punctually at the specified times, and you are required to comply strictly with any time recording procedures relating to your work.
 - If you are sick or otherwise unable to report for work you should notify the Office as soon as possible in accordance with the reporting procedures in section 6.3 below.
 - Persistent lateness will result in appropriate disciplinary action and / or loss of earnings.

6.2 HOLIDAYS:

- The holiday year runs from (*date*) and ends on (*date*) each year. and your annual holiday entitlement is shown in your individual Contract of Employment. Payments for holidays taken will be made at the basic rate for contracted hours.
 - We require a notice period of at least twice that of the time you intend to take off. So, for 2 weeks holiday we require notice of one month. This will allow us sufficient time to re-arrange staff rotas accordingly. Holiday periods in excess of 2 weeks at a time will not be authorised under normal circumstances. If we are unable to allow you to take that particular time off work we will give you notice which is at least the length of time you intend to take off; i.e. 2 weeks for a 2-week holiday request.
 - In order to maintain continuity of care to our service users over the festive period, no annual leave will be granted for the period 20th. December to 4th. January (*adjust as appropriate -*).
 - It is our policy to encourage you to take all of your holiday entitlement in the current year. Under normal circumstances you will not be allowed to carry forward any unused holiday entitlement from one year to the next. Payment in lieu of holidays is also not normally awarded.
 - You will be paid for any holiday entitlement not taken upon termination of your employment. If holidays are taken which have not been earned pro-rata then the appropriate amounts will be deducted from the final salary / wage payment.

6.3 SICKNESS / INABILITY TO ATTEND WORK:

- If you are sick, or unable to report for work for any reason, you must telephone your immediate supervisor or manager at the earliest opportunity on the first day of your absence. This should be done personally wherever possible, and you must give an indication of when you will be returning to work to enable us to at least part-plan a re-arrangement of duty rotas.
- Where appropriate, a Medical Certificate must be sent in to us at the earliest opportunity. Upon your return to work you must complete a Sickness Self-Certification Form. Sickness absences in excess of 7 days will require a Medical Certificate.
- If there are continued or persistent spells of absence of 7 days or less the Organisation reserves the right

to request a medical examination from a nominated GP, together with an appropriate Medical Certificate.

- Once you have returned to work after a spell of illness that has involved food-related infections, open wounds or lesions, or sickness / diarrhoea, we must ensure that the health and welfare of our service users is not compromised. You will therefore need to produce evidence that you are free from infections before re-commencing your care duties. The Organisation reserves the right to exclude employees from certain duties, or to temporarily re-deploy them as deemed appropriate. There are specific Policies regarding this measure, and you are referred to the Policy Manual as appropriate.

6.4 COMPASSIONATE LEAVE:

We will grant compassionate leave in instances of bereavement or serious illness / accident to a close family member. Since individuals react differently to these circumstances it is felt inappropriate to set fixed rules. You should discuss your situation with your supervisor or manager to agree appropriate time off which may be taken as sick leave at basic rates of pay.

6.5 MATERNITY / PATERNITY LEAVE:

- An employee should inform their manager or supervisor as soon as they know that they are pregnant. This will enable us to explain your entitlements and obligations, and also to review your work duties and the possible hazards involved that may be harmful.
- You will need to discuss your planned maternity issues with us. In particular we will need to know of your Expected Week of Confinement, and your plans for returning to work after the baby is born. This should be done by no later than the third week of the Maternity Pay Period, and your manager or supervisor will advise you on the procedures involved and the forms that will need to be completed. In all cases, we require formal written notification at least 30 days before absence from work is due to begin.

6.6 PARENTAL LEAVE:

If you are entitled to take parental leave in respect of the current statutory provisions, you should discuss your needs with your supervisor or manager who will identify your entitlements and look at the proposed leave periods depending upon your child's / children's particular circumstances, and the operational requirements of the Organisation.

6.7 JURY SERVICE:

When an employee is called upon to serve on a jury, he / she must inform their supervisor or manager immediately. This will enable us to plan duty rotas accordingly. We will pay the employee at his / her basic rates of pay for the days spent on jury service, less the amounts allowed by the courts for loss of pay. The employee will be responsible for claiming back the compensation from the courts.

6.8 AUTHORISED ABSENCES:

- Authorised absences will include holidays, sickness and others that are appropriately authorised according to circumstances. Additionally, you may be entitled to take a reasonable amount of unpaid time off during working hours to provide help to your dependants. Should this be necessary you should discuss this with your supervisor or manager who will agree the amount of time off required.
- Employees will be expected to arrange routine medical and dental appointments outside of normal



working hours. Discretionary exceptions may be made for ante-natal care and in emergency circumstances. At the discretion of your line manager, this time off will normally be without pay.

6.9 UNAUTHORISED ABSENCES:

Authorised absences from duty are defined in 6.8 above. Any other absences from the place of work will be treated as unauthorised and will invoke appropriate disciplinary action as laid down in part 7 of this Handbook, up to summary dismissal in persistent or extreme cases. Employees will not be entitled for any pay for any unauthorised absences.

6.10 PERSISTENT ABSENCES:

The Organisation cannot tolerate persistent absences from work, particularly where these are unauthorised. We operate an essential care service and the reliability of our employees' attendance is paramount. Where absences from work are persistent or continuous, the Organisation reserves the right to take appropriate action. Persistent absences for medical reasons may lead to the Organisation requesting an independent medical assessment of the individual in order to verify that person's continuing suitability for employment. Persistent unauthorised absences will be taken as a breach of contract and lead to summary dismissal, ref. 6.9 above.

6.11 ATTENDANCE AT MEETINGS:

There is a regular programme of staff meetings which are arranged to keep you up-to-date with the latest developments and to let you know what's happening within the Home Care sector and how it affects our Organisation. These meetings will also provide you with the opportunity to share your own thoughts and ideas with other staff members. Though all meetings are minuted you will be expected to attend whenever possible (refer to 5.3).

6.12 ELECTRONIC TIME MONITORING / COMPLETION OF TIME SHEETS:

(complete as appropriate to the systems in place)

(for example): At the beginning of each week you will be given a Weekly Time Sheet to complete which will form a record of your duties and time spent at locations. It is important that you complete this Time Sheet accurately and honestly, and have the service user sign or initial it at the end of each visit. These Sheets then need to be handed into the office promptly at the end of each working week. You are reminded that deliberate falsification of records is an offence of Gross Misconduct which may result in summary dismissal.

Part 7 CONDUCT AT WORK:

7.1 INTRODUCTION:

It is essential to have minimum number of rules in the interests of the Organisation. 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.

Every effort will be made to ensure that any disciplinary action taken is fair, with you being given the opportunity to state your case and appeal against any decision you consider to be unjust.

Our disciplinary rules and procedures will ensure that:

- the correct procedure is used when asking you to attend a disciplinary hearing.
- you are fully aware of the standards of performance, action and behaviour required of you.
- disciplinary action is taken speedily and, in a fair, uniform and consistent manner.
- you will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case. Occasionally temporary suspension on full pay may be necessary so that an uninterrupted investigation can take place. This does not imply guilt and should not be regarded as disciplinary action or a penalty of any kind.
- 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;
- you will not normally be dismissed for a first breach of discipline, except for instances of gross misconduct;
- 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.

7.2 UNSATISFACTORY CONDUCT / MISCONDUCT:

Further to the section on Behaviour at Work (see 4.17), the Organisation’s Disciplinary Procedures classifies standards of unacceptable conduct by staff members into *Unsatisfactory Conduct / Misconduct*, *Serious Misconduct* and *Gross Misconduct*, with the relevant implications for both.

Unsatisfactory Conduct / Misconduct and *Serious Misconduct* are basically offences that, whilst they do not merit summary dismissal by itself, will nevertheless invoke the Disciplinary Procedure of verbal and written warnings, depending upon the severity of the offence and frequency. The following are examples of *Unsatisfactory Conduct / Misconduct*, and is not intended to be an exhaustive list (*Serious Misconduct* is addressed in section 7.3):

- Poor timekeeping, including persistent absence from work without authorisation.
- Unsatisfactory work performance.
- Failure to report for work without a satisfactory reason.
- Minor incidents of neglect of duty or negligence.
- Minor acts of disobedience or failure to carry out reasonable instructions.
- Disorderly conduct.
- Rudeness towards service users, members of the public, or other employees.
- Unauthorised use of the internet and e-mails;
- Unauthorised use, or negligent damage, or loss of our property.
- Failure to abide by general Health & Safety rules and procedures.

- Unacceptable standards of dress...etc.

7.3 SERIOUS MISCONDUCT:

Where one of the *Unsatisfactory Conduct / 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 the Organisation or our reputation, you may be issued with a Final Written Warning in the first instance.

You may receive a Final Written Warning as the first course of action if, in an alleged *Gross Misconduct* matter, upon investigation there is shown to be some level of mitigation resulting in it being treated as an offence just short of dismissal.

7.4 GROSS MISCONDUCT:

Gross Misconduct is basically an offence that will effectively render the offender liable to summary dismissal. The following are examples of Gross Misconduct:

- Continuous incidences of Unsatisfactory Conduct (7.2 above);
- Gross negligence.
- Fighting, physical assault or dangerous horseplay.
- Indecent or gross immoral behaviour, including physical and / or sexual harassment.
- Gross insubordination, or the use of aggressive behaviour or excessive bad language.
- Wilful refusal to carry out a direct instruction from a manager or supervisor.
- Undertaking private trading during duty hours.
- Theft of, or wilful damage to, any property belonging to a service user or the Organisation.
- Consuming alcohol whilst on duty or reporting for work in an intoxicated state.
- Smoking in a "No Smoking" area.
- Taking illicit drugs whilst on duty or reporting for work under their influence.
- Deliberate fraud, including fraudulent abuse of the Sickness and Absence Policies.
- Deliberate falsification of records.
- Serious breach of Health & Safety rules which compromises the health / safety of another person.
- Unauthorised breach of the Confidentiality Policy or Protected Disclosure provisions.
- Abuse, maltreatment or wilful neglect of a service user.
- Abandoning duties without permission or a reasonable excuse.
- Any breach of the law which has an effect upon your job.

Part 8 PROTECTION & SAFEGUARDS:

8.1 RIGHT OF SEARCH:

We reserve the right to carry out random checks and searches on an employee's identity, persons and property (including vehicles) at any time while the employee is on the Organisation's premises or on duty. Such checks and / or searches will be performed by persons of the same sex, and the individual would be expected to comply with such a request. However, it should be stressed that these searches are random and being asked to undergo a check / search should not be taken as an automatic assumption of suspicion against the individual concerned.

Whilst you have the right to refuse to be searched, refusal by you to agree to being searched will constitute a breach of contract which could result in your dismissal.

8.2 CONFIDENTIALITY & DATA PROTECTION:

8.2.1 We have strict rules governing the handling of confidential information within the Organisation, and you are referred to the Confidentiality Policy (see Policy Manual). This addresses confidentiality of service user's information and our employees' personal information and strictly specifies the conditions under which confidential information may, or may not, be disclosed. This will relate to the following:

- Information acquired by you during or in the course of your employment or has otherwise been acquired by you in confidence.
- Information relating particularly to our business, or that of other persons or bodies with whom we have dealings of any sort.
- Information that has not been made public, or with our authority.

This will form part of your Induction Training. Any unauthorised breach of confidentiality may be viewed as a serious disciplinary matter leading to summary dismissal.

8.2.2 As an Organisation we are registered under the latest edition of the *Data Protection Act*. This places upon us certain requirements regarding the disclosure of personal information that we may hold in our filing systems and on our computer systems. As a matter of principle, we will not hold any data about an individual that we are not prepared to disclose to that individual.

8.3 STATEMENTS TO THE MEDIA:

It is expressly forbidden for any employee to communicate with the press or media regarding any matter relating to the company without prior authorization from the organization's management. Should you be approached by any member of the press or news media please report the matter to your supervisor as soon as possible.

8.4 USE OF COMPUTER EQUIPMENT:

We utilise computer equipment in our daily organisational procedures. We have systems controlling our administration, including payroll, invoicing, policy development, etc., and also for planning service user care. It is therefore essential to



protect and safeguard this equipment from viruses and in this respect, you are asked to comply with the following rules, as appropriate to your job position:

- The introduction of new software must be virus-checked by a senior staff member before being used on the Organisation's computer systems.
 - Only authorised staff may use the administrative computer systems.
- No software may be brought onto, or taken from, the Organisation's premises without prior authorisation.
- Unauthorised access to the Organisation's administrative computer facilities will result in disciplinary action.
- Unauthorised copying of software and / or removal of computer equipment will result in disciplinary action leading to dismissal.
- Access to the internet, where this is provided for administrative use within the Organisation is strictly controlled. The main computer in the (*define location*) provides the internet "gateway" for all other computers in the Organisation that use the web, and this is protected by a firewall to prevent unauthorised access to our systems by hackers and, more importantly, deliberate or inadvertent access to "adult" / offensive material.

Deliberately accessing adult or offensive material through the Organisation's computer system is likely to be viewed as a serious or gross misconduct. This may lead to your dismissal and possible criminal prosecution.

8.5 DISCLOSURES / WHISTLEBLOWING:

We have a very clear Policy on Whistleblowing (see Policy Manual). Fundamentally it is designed to allow employees who have serious concerns about the conduct of another employee to report such matters to senior management in confidence without fear of repercussions, retaliation, intimidation or reprimand. Essentially, the Policy is designed to ensure compliance with *The Public Interest Disclosure Act, 1998*. Our Policy is also designed to protect innocent people from malicious allegations.

You are asked to familiarise yourself with this Policy and this will form an essential part of your Induction Training.

8.6 EQUAL OPPORTUNITIES:

We are an equal opportunities employer, and we operate to a documented Equal Opportunities Policy (see Policy Manual). Within employment, recruitment, selection, training, job opportunities and promotional prospects are determined purely on the ability of the individual to fulfil the job requirements.

To ensure the fairness of our systems, and the satisfactory working of the Equal Opportunities Policy, we operate an on-going Equal Opportunities monitoring system according to a documented Policy (see Policy Manual).

8.7 DISCRIMINATION & HARASSMENT:

With regards to Equal Opportunities, it is our policy that there shall be no discrimination towards employees for any reason of race or ethnic origin, creed, colour, religion, political affiliation, disability or impairments, marital status, parenthood, sexual gender or sexual orientation. The mechanism exists for any employee who feels that he / she has been unfairly

discriminated against to address the matter through a documented Grievance Procedure.

Similarly, we have established documented Policies to address allegations of harassment and abuse from service users and / or other employees. Harassment / abuse is defined for our purposes as verbal, psychological, physical, sectarian, racial and sexual.

8.8 UNAUTHORISED PERSONS:

- It is an essential part of the Organisation's Contract for Care that our employees do not take any unauthorised persons into the service user's home at any time. This includes children and other family relatives. To do so is not only an infringement of our Contract but also compromises the service user's privacy. Contravention of this rule may be viewed as an act of Gross Misconduct (see 7.4).
- There is a documented Policy (see Policy Manual) for dealing with callers at the service user's home while an employee is working there. Employees are expected to familiarise themselves with this Policy and act accordingly should a situation arise.

8.9 KEY-HOLDING:

An essential part of care duties may include having possession of service user's door keys or door-safe keys. In view of the security risks involved, there is a strict Policy concerning Key-holding and you are asked to familiarise yourself with it (see Policy Manual). When in possession of a service user's key you will be responsible for its safe keeping. Keys must always be requisitioned and replaced according to the Policy, and any incidence of a lost or mislaid key must be reported immediately to your supervisor / manager for action. The Organisation reserves the right to deduct the cost of replacement keys from an employee's salary or wages should their loss be due to your negligence.

8.10 COMPLAINTS & COMPLIMENTS:

Complaints and compliments are the basic means that a service user has of expressing satisfaction or dissatisfaction with the services that we provide. As the person who is in daily contact with a service user you are likely to be the one that the service user first communicates with, and it is therefore imperative that all feedback is relayed back to management for review and any action that may be appropriate. The procedures to be adopted here are documented in the Policy Manual and will form an essential part of your Induction Training. This must relate to all complaints and compliments received in writing AND those made verbally where you will be expected to maintain proper records.

Part 9 OCCUPATIONAL HEALTH & SAFETY:

9.1 GENERAL HEALTH & SAFETY POLICY:

We have developed a documented Health & Safety Policy designed to meet the latest Health & Safety legislation. Basic Health & Safety awareness will form an essential part of your Induction Training, and you will be expected to familiarise yourself with it, and the implications that it has for your job.

9.2 FOOD HYGIENE:

You must be properly trained in the basic elements of food hygiene, and to develop an awareness of the correct methods of storing and handling frozen, chilled, fresh and dry / powdered foodstuffs, and of the correct ways of cooking and / or preparing snacks, and their subsequent containment and handling. As required, you will receive training in basic Food Hygiene which you will be expected to implement when handling foods and preparing meals at a service user's home. The Organisation has developed Policy Guidelines for the storing and handling of foodstuffs, and you are referred to the Policy Manual in this respect.

9.3 USE OF HOUSEHOLD ELECTRICAL EQUIPMENT & APPLIANCES:

- As part of your care duties, you may be required to use certain items of the service user's household electrical equipment for cleaning, ironing etc. The preliminary Risk Assessment referred to in section 9.5 will have established the condition of the service user's fixed and portable household appliances, and identified the need for any repairs, or precautions that should be taken when using them. As an additional safety precaution, you will be issued with an RCD (Residual Current Device, or "circuit breaker") which you must use in conjunction with the service user's household appliances.
- There is a documented Policy for handling electrical appliances at the service user's home (see Policy Manual), including the use of RCDs, which will form an essential part of your Induction Training, and you will be expected to familiarise yourself with it, and the appropriate safety implications.

9.4 DEALING WITH VIOLENCE & AGGRESSION:

- We recognise that the role of Care Worker can be a potentially vulnerable position. A key part of your training will include how to deal with abuse, harassment, aggression and actual violence from a service user or family member should this ever arise. This training will focus upon identifying reasons for aggression, how to defuse a potential "flashpoint" situation, and what action to take in the event of actual aggression or violence.
- There is a documented Policy for handling abuse, harassment, aggression and actual violence (see Policy Manual) which will form an essential part of your Induction Training, and you will be expected to familiarise yourself with it.

9.5 SAFETY IN THE SERVICE USER'S HOME:

A fundamental part of establishing a Contract for Care with a new service user is to assess the service user's home environment for potential risks and hazards. This will have been done as a preliminary Risk Assessment exercise designed to meet the Health & Safety standards, and relevant aspects will be built into the service user's Care Plan.

An essential part of your duties as a carer is to constantly monitor the service user's environment to ensure that hazards are minimised and the risks to the service user are reduced as far as possible. You will be expected to report any undue causes for concern to your line supervisor or manager for appropriate action.

9.6 DEALING WITH ACCIDENTS & NON-MEDICAL EMERGENCIES:

As part of your daily care routines, you may be faced with all types of emergency situations which will require a calm disposition, clarity of thought and the knowledge of what action to take. Medical emergencies are dealt with in 9.7 below,

but there will be other types (“non-medical”) which will need action. These will include arriving at a service user’s home to find a power cut, flooding, a break-in or attempted break-in, and smells suggesting a gas escape. The Organisation has developed several specific Policies to deal with these non-medical emergency situations, and these are contained in the Policy Manual. Appropriate awareness training in these Policies will form part of your basic training.

9.7 DEALING WITH MEDICAL EMERGENCIES:

You may also be faced with medical emergencies affecting the service user. These can range from suspected hypothermia, suggestions of third-party abuse, self-abuse through alcohol consumption or overdose of drugs, a fall, heat exhaustion during a heatwave, and even discovering that the service user has died in your absence. Again, the Organisation has developed specific Policies to deal with these situations, and these are contained in the Policy Manual. Appropriate awareness training in these Policies will form part of your basic training.

9.8 HANDLING HAZARDOUS SUBSTANCES (The C.O.S.H.H. Regulations):

Though the C.O.S.H.H. Regulations do not apply to the domestic environment as such, there are hazardous materials to be found in everyday use in a home. These will include bleaches, disinfectants, drain cleaners, oven cleaners etc. You will still need to be aware of the hazards they present and of the correct methods for storing and using them. Of prime importance here is to ensure that these materials cannot be mistaken for other substances, particularly edible substances, by a confused service user. The Organisation has developed a specific Policy for the safe storage and handling of hazardous substances in the domestic environment (see Policy Manual), and familiarisation with this will form an integral part of your Induction Training.

9.9 DEALING WITH INFECTION HAZARDS:

- Continuing the theme of vulnerability, the Care Worker can be at risk from infection hazards within the service user’s home environment. Infections can arise from contact with infectious persons, poor hygiene in the service user’s home, pest infestation, and pets that are not looked after properly. The Organisation has developed several specific Policies to deal with the Occupational Health & Safety aspects of infections, and these are contained in the Policy Manual. Appropriate awareness training in these Policies will form part of your basic training.
- You will be issued with a supply of disposable aprons and gloves for use in potentially infectious situations. There is a documented Policy governing the use of this disposable clothing and you must familiarise yourself with it. The correct use of protective clothing will form an essential part of your Induction Training.
- You are strongly advised to be immunised against certain infectious conditions, particularly Hepatitis B, and your supervisor or line manager will discuss this with you.

9.10 DEALING WITH PETS:

- When a preliminary assessment is made of a service user’s needs for care, and a Risk Assessment made of his / her home environment, these will have included any pets the client may have. Small birds and

goldfish etc require minimal looking after, but for larger animals such as cats and dogs the question of service user's pets must be considered from 2 angles:

- Whether the agreed care duties include feeding a pet, clearing up after it, and even exercising it.
- Any risks that you may face from the point of view of infection hazards and general dangers.
- Service users are expected to keep control of potentially dangerous animals and keep them out of the way when we are at their home. The safety of our staff is paramount, and the Organisation does reserve the right not to send our employees into any home environment where the risks or dangers from animals is considered to be too great, and you should maintain a close liaison with your supervisor in this respect. Again, we have a documented Policy (see Policy Manual) on the handling of pets, and you must familiarise yourself with it.

9.11 HANDLING DRUGS & MEDICINES:

- As a Care Worker, you will not be required to take responsibility for the safe storage and handling of service user's drugs and other medication. However, part of your duties may be to ensure that any prescribed medication is taken by the service user at the appropriate times. This may involve ensuring, for example, that any medication requiring low temperature storage is kept in the refrigerator, and that correct dosages are measured out. Again, you will receive specialised training in this aspect of care according to our documented Policy (see Policy Manual).
- You must inform your supervisor or manager immediately if it is evident that some drugs appear to have gone missing, or if you suspect drug abuse or misuse, or if the service user has run out of medication without any apparent clinical cessation of treatment.

9.12 OUT-OF-HOURS WORKING & WORKING IN REMOTE LOCATIONS:

- The Organisation recognises that some duty shifts involve working late or through the night. Some locations may also be fairly remote, which enhances the vulnerability of the employee working alone. We will ensure that each employee always has an emergency telephone number on which a nominated senior staff member can be contacted 24 hours a day. Those staff members involved in late or remote shifts will also be issued with a mobile telephone.
- At this point we again emphasise the need to ensure that your vehicles are maintained in sound order so that travel to and from these locations is as trouble-free as possible.
- You are requested to familiarise yourself with our Policies for Out-of-Hours Working and Working in Remote Locations.

Part 10 TERMINATION OF EMPLOYMENT:



10.1 RESIGNATION:

Any employee wishing to resign their employment is required to give written notice of their intention to leave according to the appropriate period of notice contained in their Contract of Employment. Failure to give adequate notice will result in the deduction from the final salary / wage payment of the number of days not worked at the basic rate.

10.2 REDUNDANCY:

We will at all times strive to provide work for all employees, but it must be recognised that on occasions this may not be possible. In this event the terms of our Redundancy Policy will apply (see Policy Manual). This may involve some or all of the following stages, depending upon circumstances: reduction of overtime, re-deployment of staff, lay-off without pay, and redundancy. Redundancy will always be considered to be the final option, but at all times the over-riding factor will be the continuing viability of our business.

10.3 RETIREMENT:

Our retirement policies are in accordance with the latest employment legislation. 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 Manager.

10.4 DISMISSAL:

If, as a result of the disciplinary process, it becomes necessary to consider dismissal of an employee then this will be actioned in accordance with our documented Disciplinary Procedure.

10.5 TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE:

If you terminate your employment without giving or working the required period of notice, as laid down in your individual Contract and Terms of Employment, at the Manager's discretion you may have an amount equal to the additional cost of covering your duties during the notice period not worked deducted from any final monies due to you.

10.6 RETURN OF OUR PROPERTY:

Upon leaving our employment you must return all our property which is in your possession and for which you have responsibility. These will include identity cards, uniforms and other Company property that may have been allocated to you, and failure to return such items will result in the cost of these items being deducted from any outstanding monies due to you.