



Employee Handbook

2020/2021

Bryn Melyn Care Ltd

Employee Handbook

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Bryn Melyn Care Ltd

Employee Handbook

1.0. OUR VISION

'To transform the lives of vulnerable young people'

2.0. OUR VALUES

We value Professionalism in our practice judgements, attitudes and behaviour.

We value Respect towards others ensuring a safe, trusting and supportive environment.

We value Integrity demonstrating honesty and openness.

We value Determination and commitment to engage young people in learning experiences.

We value Excellence in the pursuit of quality of life and better outcomes for young people.

Employees are expected to demonstrate these values in all that they do.

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This handbook has been designed to explain the procedures we adopt, your entitlements and what we expect from you, and what you can expect from us as your employer. It is important that you understand all of the contents and apply it in your everyday work. If you have any questions, please ask your manager to explain and clarify any specific issues with you.

The contents of this handbook may be varied at the total discretion of the Company from time to time either on an individual or collective basis.

3.0. EQUALITY AND DIVERSITY POLICY

3.1. Introduction

The purpose of this policy is to ensure equal opportunities for all job applicants, workers or employees. We value diversity and the individuality and creativity that each one of us brings to the workforce and the service we provide.

We aim to ensure:

- a) That no job applicant, worker or employee receives less favourable treatment on the grounds of race, nationality, ethnic origin, religion, religious or philosophical belief, sex, marital status or civil partnership, sexual orientation, gender reassignment, pregnancy or maternity, disability, age, part-time status or trade union association.
- b) That no applicant, worker or employee is placed at any disadvantage on the above grounds unless justifiable in law.
- c) That we comply at all times with the Equality Act 2010, Human Rights Act 1998, Part Time Working Regulations 2000, Employment Act 2002 and any subsequent amendments, at all times and observe as far as possible the Equality and Human Rights Commission's Codes of Practice for Employment, Equal Pay, and Services, Public Functions and Associations

This applies to the advertisement of jobs, recruitment, selection, benefits, training, development, promotion, discipline and dismissal, conditions of work, pay and every other aspect of employment.

Selection criteria and procedures will be kept under review to ensure that individuals are selected, promoted and treated on the basis of their relevant merits and abilities.

All employees will be given equality of opportunity within the Company and will be encouraged to progress within the organisation. To ensure that direct or indirect discrimination is not occurring, recruitment, promotion and other employment decisions are regularly monitored.

If you feel or consider that you have been disadvantaged because of race, nationality, ethnic origin, religion, religious or philosophical belief, sex, marital status or civil partnership, sexual orientation, gender reassignment, pregnancy or maternity, disability, age, part-time status or trade union association, **do not hesitate** to let your manager or another member of senior management know so that the issue can be investigated and resolved. All complaints regarding alleged discrimination will be thoroughly investigated.

If you have a mental or physical impairment that might be considered a disability for the purposes of the Equality Act please let your manager know so that reasonable adjustments can be considered.

We actively promote non-discriminatory behaviour and do not tolerate any direct or indirect discrimination, victimisation or harassment that is not objectively justified. Anyone found to be acting in such a way will face disciplinary action that could include dismissal without notice or pay in lieu of notice. Everyone has a duty to report any such behaviour to a member of management. The Company has a separate policy in relation to harassment and bullying and this is included in this handbook.

3.2. Recruitment and selection

We will endeavour through appropriate training to ensure that those involved in making selection and recruitment decisions do not discriminate, whether consciously or unconsciously, in making these decisions.

Our objective is to recruit employees who are best able and qualified to perform the required or anticipated tasks. We will recruit using a variety of methods, for example, advertisements in local newspapers and recruitment sites, word of mouth, open days, recruitment consultancies and agencies.

The wording of any advertisements will not place unfair restrictions or requirements on a particular minority group or request specific qualifications that are not necessary for the effective performance of the job. Advertisements will include wording demonstrating the Company's commitment to equality of opportunity.

The selection processes used will assess the suitability of the applicant in terms of the requirements for the position.

3.3. Training and promotion

We are committed to maintaining high standards of training and personal development. Training will not be refused on an unlawful or non-objective basis. Equal opportunity and diversity training will be provided to all new employees as part of the induction process and reminders will be given to managers from time to time on equality in recruitment, selection, training, promotion, discipline and dismissal.

Promotion and advancement will be based on merit and all decisions relating to this will be made within the overall framework and principles of this policy.

3.4. Discipline and dismissal

We aim to ensure that there is no discrimination in our management of the conduct, capability, discipline, dismissal or redundancy processes and continuously review current procedures and criteria to ensure that neither direct nor indirect discrimination is taking place. The Company regularly monitors the decisions being made.

3.5. Commitment

We are committed to a programme of action to make this policy fully effective and this policy will be reviewed on a regular basis. Whilst ultimate responsibility for this policy and its effective implementation lies with the Chief Executive Officer, we all have a part to play in ensuring a non-discriminatory, equitable and inclusive workplace where diversity is encouraged and supported.

4.0. SALARIES, EXPENSES AND BENEFITS

4.1. Payment

Your salary will be paid directly into a bank of your choice on or before the 28th of every month. We reserve the right to vary the method of payment and will let you know about any change of this nature in writing.

You will receive a payslip detailing how the payment made to you has been calculated. It will also show the deductions that have been made and the reasons for them, for example, Tax, National Insurance, etc.

4.2. Overpayments / underpayments

If you have been inadvertently overpaid or underpaid for any reason you must let the Payroll Department know straight away. The over or underpayment will normally be corrected at the next payment. If it is later discovered that you were overpaid, we reserve the right to deduct the overpayment from your salary. Arrangements can be made for a longer period of repayment in cases of hardship at the discretion of the Company.

4.3. Salary reviews

Salary reviews will be held from time to time. This does not mean that you will automatically receive a pay increase. Performance levels and the profitability of the Company will be taken into account. Any changes in your salary will be confirmed in writing and a record will be retained in your personnel file.

4.4. Expenses

We will reimburse all reasonable authorised expenses incurred by you on behalf of the Company once approved by your manager. You will need to supply a valid receipt to support all claims.

A maximum lunch allowance can be claimed against receipted expenses by employees away from their normal place of work and involved in a full day of training.

Travel between your normal place of work and your own address is considered to be commuting and the expenses incurred are your responsibility. In the event that you are asked to travel to another place of work, for example a training venue, then the shorter of the journey from your home address to the destination or your normal place of work to the destination can be claimed. Your Manager will advise you of the current mileage claim rates. You must have business travel insurance.

Claims should be made using the appropriate mileage form, which must be completed in detail by you and authorised by your manager. You should keep a copy for your records.

Claims need to be submitted and authorised by 5th of the month in order to be processed by the Finance Department. Expenses will then be paid directly into bank accounts on or around the 28th of that month. Claims should be submitted monthly, unless they amount to less than £10 in which case they can be carried forward to the next month.

Professional subscriptions directly related to the work that you do may be reimbursed at your manager's discretion. This would normally be limited to reimbursement of one subscription per employee each year.

Any employee who falsifies claims in any way, including making unnecessary journeys for the purpose of enhancing their mileage claim, may be liable to disciplinary proceedings for gross misconduct and in some cases for criminal prosecution.

It may be possible to claim a tax refund in relation to your business travel expenses. There is further information on www.hmrc.gov.uk (search on "p87")

4.5. Overtime payments

If you are entitled to additional payments, or time off in lieu, for working overtime, details will be in your employment contract. Authorisation from your manager is required before any overtime is worked.

4.6. Bonus schemes

If you are entitled to receive a bonus, details confirming this will be in your individual terms and conditions of employment. Bonuses will otherwise be paid at the discretion of the Company as there is otherwise no contractual entitlement. For the avoidance of any doubt, bonuses are only paid to current employees and entitlement ceases when your employment ends.

4.7. Pension

All employees who fulfil the statutory requirements will be automatically enrolled into the Company Pension Scheme on joining the organisation, as required by law.

You can obtain further information on your particular circumstances and options by contacting the Payroll Department.

4.8. *Life Assurance Scheme

After successful completion of one year's continuous service, you are entitled to participate in the Company's group life assurance scheme which will pay to your estate a sum equal to two times your annual base salary if you die while still employed.

Participation is subject to:

- a) The terms of the Company's life assurance scheme, as amended from time to time;
- b) The rules of the insurance policy of the insurance provider, as amended from time to time;
- c) You satisfying the normal underwriting requirements of the provider of the Company's life assurance scheme; and
- d) The premium being at a rate which the Company considers reasonable.

If the insurance provider refuses for any reason to provide life assurance benefit to you the Company shall not be liable to provide to you any replacement benefit of the same or similar kind or to pay any compensation in lieu of such benefit.

The Company in its sole and absolute discretion reserves the right to discontinue, vary or amend its life assurance scheme (including the level of your cover) at any time (without compensation) on reasonable notice to you.

4.9. *Child Care Vouchers

If you have child care costs incurred in order for you to attend work, you may be interested in the child care voucher scheme offered by the Company. This scheme involves a reduction in your gross salary equivalent to the value of the child care vouchers you choose to receive. This saves you money because you pay less national insurance. Please contact the Payroll department for further detail.

4.10. *Employee Assistance Programme

The Company currently subscribes to an employee assistance programme provided by Health Assured. Health Assured operate a helpline which is available to employees 24 hours a day, 7 days a week. The helpline is a source of confidential advice and support for employees for:

- emotional support,
- debt counselling,
- child and elder care advice,
- tax and legal information.

They can be contacted on 0800 030 5182.

The telephone service is open to employees and their immediate families. One-to-one counselling support, limited to 8 sessions per issue, may also be arranged for employees.

Health Assured also offer an online portal: www.healthassuredeap.co.uk.

Username:	Bryn
Password:	Melyn

The following are some of the forms of support currently available:

- *Emotional Support*: informative factsheets and invaluable advice including video presentations by a leading Counselling Supervisor
- *Fitness Advice*: easy to follow and highly effective fitness exercises and complete programmes with video guides delivered by the UK's leading fitness professionals
- *Personal Coaching*: questionnaires giving invaluable feedback and advice on health, stress and relationship matters
- *Health Assessment*: an online health assessment providing healthy eating plans, stress plans, eating diaries, nutrition diaries and more.
- *Medical Factsheets*: specialist medical factsheets offering detailed and easy to understand medical information.

4.11. *Gym Membership

As a Bryn Melyn Care employee, you are currently able to take advantage of discounted membership with Telford & Wrekin Leisure.

See www.telfordandwrekinleisure.co.uk for details of the facilities available. Just show a copy of your Bryn Melyn Care payslip on signing up with the gym to take advantage of the discount.

4.12. *Paycare

Paycare 4Work is a health care benefits plan that helps employees pay for healthcare like dental treatment, glasses and professional therapies. The Payroll department can provide you with more information if this is of interest to you. This would normally be paid for by way of a regular monthly deduction from your salary.

**The benefits described are non-contractual and subject to change or removal without notice.*

5.0. HOLIDAYS

The following relates to all staff on other than education terms and conditions.

5.1. Holidays

The Company holiday year commences on 1st April and finishes on 31st March. Your holiday entitlement is detailed in your statement of terms and conditions of employment.

If you start or finish your employment during the year, holiday entitlement will be calculated as a ratio of the annual entitlement for each completed day of service during that holiday year (rounded up or down to the nearest half day).

5.2. Bank / public holidays

We recognise 8 Bank/Public Holidays each year. These are Good Friday, Easter Monday, May Day, Spring Bank Holiday, Late Summer Bank Holiday, Christmas Day, Boxing Day and New Year's Day. You may be required to work Bank/Public Holidays in order to meet the needs of the business.

5.3. Rules regarding annual leave

- a) Holiday must be requested in writing by you and authorised in writing by your manager.
- b) All leave must be authorised by your manager before you take it.
- c) All holiday should be authorised before bookings are made.
- d) We will do our utmost to ensure that your request is accommodated, but please be aware that the operational running of the Company must be maintained at all times.
- e) Holidays will be agreed to on a first-come, first-served basis.
- f) Annual leave must be taken proportionately: in particular, no more than a quarter of your entitlement can be taken in the last quarter of the year i.e. January to March;
- g) No more than three weeks at one time will be approved;
- h) There must be four weeks' notice for leave of one week or over;
- i) Normally, you may only take holidays as they are accrued during the first year of employment.
- j) The Company does not allow any part of one year's holiday to be carried forward to subsequent years other than in exceptional circumstances and with the authorisation of the CEO or a Director.
- k) Holiday that is not taken will be lost and not paid in lieu.
- l) Holiday pay is at your normal basic rate of pay and excludes amounts such as the sleep-in allowance. Where your rate of pay varies or where there are no fixed contractual hours of work (normal working hours), the rate will be calculated as an average of the pay received in the 12 weeks leading up to the period of holiday

requested. Overtime hours are not considered to be normal working hours unless a specified number are included in your contractual hours of work.

- m) Should your employment come to an end before all accrued holiday is taken, you will be paid in lieu of the remaining holiday.
- n) An employee who falls sick during the course of a holiday is regarded as being absent on sick leave from the date specified on a doctor's medical certificate, and is entitled to take the balance of the holiday at a later date.
- o) Employees absent on long term sick leave will accrue holiday in line with the EU statutory minimum entitlement.
- p) You will accrue holiday entitlement during maternity leave, paternity leave, shared parental and adoption leave periods at your normal rate.
- q) Payment made for holiday in excess of your entitlement will be recovered from your final pay or any monies owed to you, where appropriate. This is an express term of your contract of employment (Section 13-16 of the Employment Rights Act 1996).
- r) When you are working under notice, we reserve the right to require you to take any remaining holiday entitlement during this period.

6.0. SICKNESS ABSENCE

6.1. Absence

If you are unable to get to work when expected to be present, for whatever reason, you should:

- a) Let us know at least one hour before your scheduled start time, on every day of absence, unless you are covered for a longer period by a doctor's medical certificate. If you are providing support to a young person, as much notice as possible is required in order to arrange cover. There is a requirement that an employee supporting a young person will remain on duty until cover can be arranged in the event that they fall ill whilst on shift or the person scheduled to work the next shift does not turn up.
- b) Speak to your manager in person. If unavailable, operational employees should contact the on-call Home Manager. Other employees should contact their manager's manager and if they are not able to speak to them, record the time and name of the person to whom they reported the absence.
- c) **DO NOT SEND A TEXT MESSAGE** as this is not an acceptable form of absence notification.
- d) You must leave contact details so that we can get in touch with you.
- e) It is your responsibility to keep us informed of your continuing absence. You must contact your manager on the day that each sick note expires (whether or not you expect to return to work) and inform them of your intentions.
- f) On your return to work you will normally be required to attend a Return to Work meeting to review your absence. Additionally, under some circumstances such as a long-term illness, a risk assessment may also be carried out.

It is very important that you follow this procedure. If you do not, disciplinary action may be taken.

If you fail to contact the Company without good reason your absence will be classed as unauthorised absence. Unauthorised absence will lead to disciplinary action and, if circumstances warrant it, result in your dismissal without notice for gross misconduct.

6.2. Absence levels

We will continually monitor absence levels and high levels of absence may lead to disciplinary action and warnings, and if insufficient improvement is made, dismissal. Please be assured that each case will be assessed on its merits and within the appropriate procedure.

6.3. Contact during sickness absence

In order to ensure effective operational management during periods of absence from work due to sickness or injury, managers will arrange a contact schedule with the employee and regular contact will be made over the phone or in person, as appropriate. It may also be considered necessary to make home visits to you from time to time to review progress and we reserve the right to do this.

6.4. Sickness absence and statutory sick pay (SSP)

During authorised absence due to sickness you are only entitled to SSP, provided you earn more than the minimum criteria set out in the SSP regulations.

- a) Waiting days - before payments of SSP are made to you there is a period of 3 *waiting days*. This will start from the first day that you should have been available for work.
- b) SSP - if you are sick for a period of 4 or more days, we may pay you SSP if you are eligible. SSP is treated the same as wages and is subject to Income Tax deductions and National Insurance contributions.
- c) Self-certification - On your return to work after a period of sickness of 7 days or less, you must complete a self-certification form and hand it to your manager.
- d) Doctor's Fit Note - if you are sick and your absence has been, or you think will be *longer than 7 calendar days*, you must also obtain a doctor's fit note and submit it to your manager. If your sickness runs over 7 days you must notify your manager once a week and supply us with a doctor's medical certificate to cover your absence. It is important that you comply with these procedures or else your SSP may be delayed or not paid at all.

Payments may be withheld if we believe there is reason to doubt the validity of a claim for sick pay. Please be aware that if you fail to follow the above requirements, disciplinary action may be taken. We reserve the right to order an independent medical examination where considered necessary. Unauthorised absences or false reporting of sickness are serious disciplinary matters.

If you are taking medication you must tell your doctor the nature of your work so that this can be taken into account when considering your fitness for work. If the medication may impact on your ability to do your job, you must also inform your manager so appropriate measures can be taken to reduce any risk to an appropriate level. Some medication causes drowsiness, which can be dangerous in certain circumstances.

If you are absent from work as a result of an injury or illness for which you later receive compensation, it is a condition of your employment that you agree to reimburse the Company for any sick pay that you have received that the Company is unable to recover from any other sources.

6.5. Additional Sick Pay

The Company operates a discretionary company sick pay scheme and eligibility is detailed in your statement of terms and conditions.

Any sick pay additional to SSP is entirely at the discretion of the Company with each situation being assessed individually. In order to be considered you must have complied with the requirements on notification of absence and the provision of medical certificates. SSP will be deducted against any payment made.

Decisions on withholding occupational sick pay can only be made by the CEO or a Director. Otherwise, sick pay will be paid to the limits set out in the employee's contract. A decision to withhold occupational sick pay will be made on whatever grounds considered reasonable by the business, and might include when an employee is on a formal stage of the capability process. In the event that sick pay is to be withheld, the decision will be communicated to the employee.

For operational staff, the first 30 hours of sickness absence are normally unpaid unless the absence is as a direct result of an incident involving a young person in our care in which case the Company might exercise its discretion to make a payment.

Please note that additional sick pay is rarely paid during the notice period of employees who are leaving the organisation.

6.6. Occupational Health Advice

If we are concerned about your absence record, we will ask our occupational health advisers or Government Fit for Work advisers to provide support. This will involve a referral to them. They will then make contact with you. In addition, we may call for you to have a medical examination by your GP, a doctor of the Company's choice or for a report from your GP based on medical history. We expect you to do all that is reasonable to provide the information we ask for. If you do not agree to provide all the information we request from you, we will have to make decisions in relation to your continued employment based on the information available.

6.7. Sickness Absence and Formal Action

Formal action in relation to unacceptable levels of attendance will likely be taken as follows:

<u>Number of periods of absence</u>	<u>Type of action to be considered</u>
2 over last 12 months	Informal Stage.
3 over last 12 months	Formal Stage One - a first written warning may be given and further 2 periods of absence in the 12 months following this meeting will normally result in a further formal meeting.
2 further periods of absence	Formal Stage Two - a final written warning may be given and a further 2 periods of absence in the 12 months following this meeting will normally result in a further formal meeting.
2 further periods of absence	Formal Stage Three – dismissal may be considered at this meeting.

7.0. WORK LIFE BALANCE

7.1. Time off

If you wish to take time off, for whatever reason, you need to get the permission of your manager beforehand. Where possible, you should arrange medical, dental and other personal appointments outside working hours. We are not obliged to pay you for time spent away from work on private appointments except in the case of antenatal visits for pregnant employees.

7.2. Pregnancy and Maternity leave

If you are pregnant, you must let us know as soon as possible so that we can both ensure a safe working environment, following a risk assessment, and explain your rights. You should let us know about your pregnancy no later than the end of the 15th week prior to the week in which your baby is due. We might ask you to put this in writing and provide a certificate confirming the expected week of childbirth.

A pregnant employee is entitled to paid time off during working hours to keep appointments for antenatal care. Except in the case of your first appointment, you must be prepared to show your manager on request:

- A certificate from a registered medical practitioner, registered midwife or registered health visitor confirming she is pregnant; and
- An appointment card or some other document showing that an appointment has been made.

You will be paid at your usual rate of pay for the time necessary for you to keep antenatal appointments.

Pregnant employees are entitled to 26 weeks' Ordinary Maternity Leave and 26 weeks Additional Maternity Leave, regardless of length of service.

Depending on your level of earnings and length of service, you may be entitled to Statutory Maternity Pay, which is 6 weeks at 90% of your normal weekly earnings, and 33 weeks at the statutory maternity pay rate.

You must give us at least 28 days' notice of the date on which you want your maternity leave to start. We will then calculate the date on which your maternity leave will end and will confirm the date to you. You can change the return to work date if you want to, but you have to give us eight weeks' notice. If you decide not to return to work at the end of the maternity leave you need to give us notice of your resignation as set out in your Statement of Terms and Conditions

Your employment continues during your maternity leave and you have a right to return to work at the end of it. If agreed between yourself and your manager, you can work for up to 10 days (called 'Keeping in Touch' days) during your maternity leave without stopping your maternity payments. Further details of maternity entitlements are available from the HR department.

7.3. Paternity leave

You may be entitled to take up to two weeks paid paternity leave within 56 days of the birth of your child. This must be taken as a block of one or two weeks and will be paid at either the current Statutory Paternity Pay (SPP) rate or at 90% of your average weekly earnings if less than the current SPP rate.

If you have been continuously employed for at least 26 weeks by the 15th week before the expected week of childbirth, or by the week in which an approved adoption agency matches you with a child, you may be entitled to paternity leave and pay. If so, you will be required to inform the Company of your intention to take paternity leave by the fifteenth week before the baby is expected, unless this is not reasonably practicable.

You will need to tell us:

- a) The week the baby is due.
- b) Whether you wish to take one or two weeks' leave.
- c) When you want your leave to start.

If you want to change your mind about the date on which your leave should start, you can do this providing you tell the Company at least 28 days in advance (unless this is not reasonably practicable). You will have to tell us the date you expect any payments of SPP to start at least 28 days in advance, unless this is not reasonably practicable. For more details about paternity leave and whether you qualify to receive SPP please see your manager.

7.4. Shared Parental Leave

Some mothers may choose not to take up to 50 weeks of Maternity Leave and 37 weeks of Statutory Maternity Pay so that they and a spouse or partner can instead take Shared Parental Leave with Statutory Shared Parental Pay in order to look after a child during the child's first year. Further information is available from the HR department.

7.5. Compassionate leave

The Company may allow employees to take up to a maximum of one week's leave paid at your normal rate, on the death of a member of your immediate family (i.e. husband, wife, partner, parent, sibling or child). Employees may take additional time where needed as holiday or unpaid leave. Paid compassionate leave will be at the discretion of the Directors.

7.6. Dependant ('Carers') leave

You are entitled to take time off in order to deal with an emergency involving someone who depends on you. A dependant could be a husband, wife, partner, child, parent or someone living with you as part of your family or who relies solely on you for help in an emergency. An emergency could be due to illness, an accident or assault, an unexpected breakdown or disruption in care, arranging long term care, going into labour, or to make funeral arrangements if a dependant dies.

If the emergency necessitates you leaving part way through a shift, ensure that you have the permission of your manager or delegated authority to do this and that no child or young person in your care is exposed to an unacceptable level of risk as a result.

The time taken off will depend on how long it takes to deal with the emergency; the time should only be to sort out the emergency, not for example to care for the dependant.

There is no legal entitlement to receive any paid emergency leave. Any payments made will be at the discretion of the Company. You should inform the Company as soon as possible of the emergency and the expected time it will take to deal with it.

7.7. Parental leave

Parental leave is for employees to take up to a total of 18 weeks' unpaid leave to look after a child up to the child's 18th birthday. You must have completed one year's service to qualify and have given at least 21 days' written notice. Parental leave should be taken in blocks of a week or multiples of a week, up to a maximum of four weeks during a year, and should not be taken as "odd" days off, unless we agree otherwise or the child is disabled.

7.8. Adoption leave

We recognise our statutory obligations regarding adoption leave. If you are planning to adopt you should inform the Company as soon as possible. If you have 26 weeks' continuous employment ending with the week in which you are notified of a match by an approved agency, you may qualify for Adoption Leave. Adoption Leave is made up of 26 weeks Ordinary Adoption Leave and 26 weeks Additional Adoption Leave. If you qualify for payment, this will be paid at the statutory rate for up to 39 weeks. Further details are available from the HR department.

7.9. Flexible working

We will endeavour to make the necessary adjustments to accommodate more flexible working hours if these are needed. Requests for more flexible hours must be submitted in writing to your manager. A form is available from the HR department. We will consider a maximum of one request from you in any 12-month period. You must have at least 26 weeks' continuous service to be eligible.

We will consider your request and respond to it. You will have a right to appeal the decision if you are unhappy. There is, however, no legal right for you to change your hours of work. The process may take up to 3 months to complete, so please ensure requests are made in ample time. Further information is available from the HR department.

The Company's aim is to achieve a level of stability in terms of work location and shift pattern. However, it may be necessary from time to time to change work location, shift pattern or move within the teams. The Company will take all reasonable steps to ensure employees are advised of any planned moves in advance, but occasionally these could be at very short notice to cope with a crisis situation or unexpected new admission.

7.10. Jury service

If you are called for jury service, you should present the Jury Services Notification Slip to your manager. You will be expected to return to work on the days that adjournments make this practicable. If the timing of the jury service conflicts with your work needs, you must let your manager know as soon as possible. You may be entitled to claim compensation for loss of earnings from the courts in respect of your jury service as the Company does not pay employees for any time away from work on jury service. At our discretion, we may top up your pay if the level of compensation you receive is less than you would normally earn.

7.11. Public duties

You are entitled to reasonable unpaid time off during working hours to perform the duties associated with positions such as Justices of the Peace, members of a local authority, statutory tribunal or police authority. Please discuss the implications of these additional roles with your manager before making any commitments.

8.0. MANAGEMENT AND SUPPORT

8.1. Probation

The first 6-months of your employment will be a probationary period unless stated otherwise in your offer letter. During this period, you will be constantly reviewed. If your performance, conduct or suitability is not as expected during the probationary period, you may be dismissed at any time during this period with your statutory notice. We reserve the right to extend the probationary period should the required standard not be met.

8.2. Learning and Development

We undertake to provide you with the necessary support to enable you to perform your contracted duties. Your training will include mandatory training; this is to ensure your own safety and that of your colleagues and young people in your care. The Company reserves the right to train you in other duties and it is a condition of your employment that such training courses achieve a satisfactory outcome. You may be required to sign a training agreement prior to attending any training courses.

Our Learning and Development policy provides further details.

8.3. Supervision and Appraisals

Supervision meetings should happen between an employee and their manager once a month. Supervision will take place more frequently during the probationary period or when performance issues have been identified. The meetings will be scheduled by the manager, although the employee has a shared responsibility to ensure that supervision sessions take place. Supervisions will normally take place on a one-to-one basis, although at times an additional person, such as a senior manager, or member of HR, may be asked to attend by the manager.

The meetings provide an opportunity for managers to feedback to employees on their performance, and to identify areas for development. They provide the employee with a chance to talk about concerns, ask for advice and to seek support. They also provide an opportunity to learn through reflective practice, and consider how well we are demonstrating the Company values in our everyday activities.

A record of each meeting should be made. It should include, where relevant, the following:

- The date, start and finish times;
- Responses to and methods of working;
- Any matters/concerns relating to lone working, and the employee's role;
- Degree of personal involvement, feelings, concerns and levels of stress / pressure;
- Development and training;
- Feedback on performance;
- Guidance on current and new tasks, including the setting and maintenance of standards;
- Personal issues which may impinge on the employee's ability to carry out their duties effectively.

Under each heading the participants must take the opportunity to review previous objectives, agreements, plans and expectations, discuss any matters of concern or interest then agree and record what needs to be achieved or done before the next supervision.

A record of the meeting should be retained by the manager and the employee. In the event that either party disputes the content of the record and agreement on changes are not reached, then a record of the disputed content should be filed alongside the record of the supervision meeting.

An appraisal should be carried out annually and a record forwarded to HR to be filed on the employee's personnel file. The appraisal should review the level of performance achieved. Targets for the coming year should be set and training needs identified; and these items should be reviewed at supervisions over the coming year.

8.4. On-call system

The service that we provide necessitates a 24/7 working environment. We try to ensure that employees are adequately supported at all times and provide an out of hours on-call system in order to do this. This gives operational employees access to an on-call manager when their regular manager is unavailable. The on-call mobile is operated on a rota basis by all Home Managers and Deputy Home Managers. Heads of Care are on rota as a second line of call and to support the on-call manager if necessary (e.g. child protection issues), and the Director of Operations is third line of call.

Full details of the On-Call system is available online.

9.0. GENERAL

The following are some of the rules and regulations we have at Bryn Melyn Care. These are intended to ensure the smooth running of the business, your safety, that of your colleagues, the safety of the young people we care for, and ultimately the success of the company. A breach of the rules may result in disciplinary action, and in the event of a severe breach, dismissal without notice or pay in lieu of notice.

9.1. Operational policies and procedures

You have an obligation to ensure you read and understand all operational policies and procedures relevant to your role. You must also keep up to date with any changes. You will be advised when amendments to policies or procedures are made.

9.2. DBS Policy

Due to the nature of the work we do and the opportunity for access to children and vulnerable adults, applications for employment with us are subject to vigorous pre-employment checks, including a Disclosure and Barring Service (DBS) check.

A DBS check will disclose any current convictions as well as certain spent convictions and, in some cases, will include information held by the Department of Health and the Department for Education. The basis on which a DBS check can lawfully be carried out is set out in the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975.

A caution or conviction will not necessarily stop a person from applying for a post with us. In most cases, we will ensure that an open and measured discussion takes place with the individual concerned before making a decision. There are, however, certain offences which will debar a person from working with young people under the Protection of Children's Act 1999, including Schedule 1 offences such as sexual and violent offences.

Failure to reveal information that is directly relevant to the position sought could lead to withdrawal of an offer of employment.

Once employed, if your role requires a DBS check you must disclose any cautions or convictions you receive whilst in our employment to your line manager or HR department as soon as possible. Being convicted of a criminal offence will not necessarily result in dismissal, however failure to disclose a criminal conviction may.

Any information supplied to us is treated in confidence and stored securely.

9.3. Drugs and alcohol

The following rules will apply to you in the workplace or at any time during working hours:

- a) You must not consume alcohol or be under the influence of alcohol at any time in the workplace or during working hours, other than with the explicit permission of the CEO or a Director.
- b) You must not take illegal drugs or 'legal highs' or be under the influence of illegal drugs or 'legal highs' that impair or potentially impair your ability to carry out your role.
- c) You must not be in possession of drugs, other than drugs prescribed by your doctor for medical reasons.

We may ask you to undertake a medical examination if we believe you have a problem in relation to drugs and/or alcohol to assess if this is affecting your ability to work. You may be suspended from work until the problem is resolved.

We may inform the police if we believe there has been a breach of legislation in relation to illegal substances by an employee either in the workplace or during working hours.

9.4. Lateness

You should ensure that you arrive at your place of work sufficiently early to be ready to commence work at your official start time. If you are unable to get to work on time you must contact your manager and inform them of your expected time of arrival. If you fail to do this and turn up late, or turn up late on a frequent basis, you may face disciplinary action. You may be required to make up some or all of the time lost due to lateness or have money deducted for the time lost.

9.5. Standards of dress

We expect you to wear dress appropriate to the job that you are doing. This may vary from day to day.

For example, if you are working with a young person, it will be appropriate for you to wear casual clothing. You still need to be mindful of your position as a role model and have respect for health and safety. Dangling jewellery that might get caught, flip-flops that might cause you to trip, and clothing that is sexually provocative, are all unsuitable.

At times you may come into contact with commissioners and members of the public and it is important that you present a professional image when doing so. Much smarter attire would therefore be appropriate.

When involved in outdoor education, your health and safety is paramount, and you should wear clothes that keep you warm and dry and allow you to move easily – practical footwear is essential.

High standards of personal hygiene should be maintained at all times. If you are unsure of the standards of dress required, please contact your manager who will be able to advise you.

9.6. Mobile and telephone calls

Personal telephone calls using company telephones are only allowed in the case of an emergency or with the authorisation of management.

Drivers are reminded that it is a criminal offence to drive whilst using a mobile telephone that is not attached to a hands-free set. 'Driving' includes being in control of the vehicle while it is stationary with the key in the ignition. 'Using a mobile telephone' includes making and receiving calls, and sending and receiving text messages. Hand held mobile telephones should only be used when parked up with the engine off and key removed from the ignition. The use of a hands-free telephone distracts the driver's attention and should only be used to make or receive calls when it is safe to do so. You must not write, send or read text messages whilst driving. You are required to drive safely with due care and attention on journeys connected with the Company and at all times in vehicles belonging to the Company.

The use of personal mobile phones is not permitted during working hours other than during authorised breaks or in the event of emergencies. They must be switched off or turned to silent and remain out of sight during working hours. Recording facilities on personal smart phones, including voice recordings, photographs and video, must not be used in the workplace.

Company issued mobile phones are for business use only other than in the event of an emergency or with the authorisation of management.

9.7. Contact of friends and relatives

Friends and relations should be discouraged from telephoning or visiting you when you are at work, except in the case of emergencies. Under no circumstances should any non-employee attend a home other than with written authorisation from the Company.

9.8. Mail

No private mail may be posted at the expense of the Company except in the circumstances where a formal re-charge arrangement has been made. Employees should not arrange for private mail to be sent to Company addresses other than with prior agreement. All mail that is received by the Company will be opened by the Company, including that which is addressed to individuals. Where the mail is identified as personal, you have been given prior permission by senior management to have personal mail sent to Company premises, and this has been communicated clearly to the person opening the post, we will endeavour to pass it to you unopened. Please note, in the event that permission is given by the Company to have personal mail sent to the Company address, the Company does not accept liability for loss or damage to the items delivered and the risk is entirely the employee's. The Company may withdraw permission to have personal mail sent to Company addresses for any reason at short notice.

9.9. Buying and selling of goods and services

You are not permitted to buy and/or sell goods and/or services on your own behalf or for another party on Company premises or during working hours unless authorised by management.

9.10. Additional employment

You must not be employed, provide services for, or carry out any public or private work of any other business, service or occupation, on either a paid or voluntary basis, during or outside normal working hours, except with the prior written permission of the CEO or a Director. Such permission will not be unreasonably withheld. The restriction outside of normal working hours does not apply to employees on zero hours contracts.

9.11. Gratuities

You must not accept or agree to accept any offer of gifts or services from service users, their family, friends or relatives, from suppliers, or any person having similar connections to the Company without prior consent from management. A register of gifts is maintained centrally and if approval is given, details must be provided to the Payroll department as soon as possible.

9.12. Employee notices

It is our policy to keep you informed of any changes that may affect you. This will be done through the use of the notice boards, meetings, email or by letter. We reserve the right to change your terms and conditions. Any major changes will be discussed prior to the proposed change in a consultation exercise and the appropriate notice will be given.

9.13. No-smoking / no-vaping policy

We operate a no-smoking / no-vaping policy. Employees may not smoke or use e-cigarettes in the Company's buildings or vehicles. Smoking or the use of e-cigarettes is only allowed in designated areas outside, where provided, but never in the presence of young people.

Young people who are admitted with a known history of smoking will be discouraged and the appropriate health advice given. Any young person who does smoke is not allowed to smoke within the Company's buildings or vehicles and will be asked to hand in their smoking apparatus before going to bed.

Employees are not permitted to either give cigarettes or tobacco products or substitute tobacco products to young people or to purchase any for them. Employees should not permit young people under the age of 18 to purchase cigarettes, e-cigarettes, smoking materials in shops or to approach strangers to purchase them on their behalf. Smoking materials (including e-cigarettes) may only be purchased for young people in our care by parents or equivalent when an agreement exists with their social worker and as part of a planned smoking cessation agreement.

9.14. Good housekeeping

Work areas and homes must be kept clean and tidy at all times to reduce the risk of fire and accidents.

9.15. Parking

You may only park your car in designated parking areas, and may only use disabled parking spaces if you are a driver with a disability or you are transporting someone with a disability. Personal vehicles are parked at your own risk and we do not accept liability for any theft or damage.

9.16. Safety

You must read and take note of any health and safety notices that are posted on the notice boards. You are expected to take reasonable care for your own well-being, and that of your colleagues.

9.17. Accidents at work

If you have an accident at work, however minor you may consider it, you must record it in the correct accident book or sheet. If you are working off site, you should document the accident on the site where you are working and notify the office immediately. You **MUST** provide details of the nature of the accident or injury, any first aid treatment that was administered, the names of any witnesses and the date and time the accident occurred. You must cooperate with any external advisers appointed by the Company in order to observe its health and safety responsibilities.

9.18. VDU User Eye Care

The Health and Safety (Display Screen Equipment) Regulations 1992 were introduced to protect the health of workers by reducing risks from VDU work. All VDU workstations (e.g. computers, keyboards and monitors) for employees who are VDU 'users' and 'operators' must comply with the minimum standards laid out in the Schedule to the Regulations. The Schedule to the Regulations sets down minimum standards for workstations for those employees identified as VDU 'users' or 'operators'. It is the responsibility of line managers to identify 'users' within their department and ensure they are aware of the following:

- a) Employees who are 'users' are entitled to request reimbursement by the Company of an annual eyesight test or eyesight examination.
- b) If their optician reports that spectacles are required solely for VDU use, the Company will pay for the provision of basic standard vision or standard bifocal spectacles.

VDU users should speak to their immediate line manager if they have any concerns about visual problems when performing VDU work.

9.19. Health and hygiene

If you have either been in contact with persons suffering from an infectious or contagious disease, or are suffering from an infectious or contagious disease yourself, you must report it before commencing work. We reserve the right to suspend you from work for such period of time as we consider necessary for the risk of passing the infection to young people, other employees or visitors to have ceased.

Any cuts or burns to the hand or arms must be covered with appropriate dressings.

9.20. Protective clothing and equipment

Protective clothing, e.g. footwear, headgear, and items of protective equipment may be issued to you for protection if the nature of your job or a particular task requires it. Failure to use the issued safety clothing and equipment will be regarded as a contravention of the Health and Safety at Work Act 1974. It is your responsibility to look after these items and to report damaged or faulty clothing and equipment and to state when further or additional clothing is required.

9.21. Health and safety

The Company's Health & Safety Policy is set out separately. It is essential that you comply with health and safety regulations and we will give you full training on what you need to know during your induction and on an ongoing basis. If you wilfully or by neglect fail to observe the Company health and safety rules and regulations, disciplinary action may be taken. In serious cases, such action may include your dismissal.

9.22. Kitchen facilities

In some buildings, the Company provides kitchen facilities for employees' use during authorised breaks. You are responsible for cleaning and tidying this area after use.

9.23. Economy

The Company maintains a policy of 'minimum waste' which is essential to the cost effective and efficient running of all our operations. Every employee has a responsibility to promote this policy by taking extra care when carrying out normal duties to avoid unnecessary or extravagant use of services, time, materials, lights, heating, water etc. You should also co-operate with any recycling schemes that are introduced.

9.24. Behaviour outside work

The Company's jurisdiction over employees outside working hours is limited but includes where the activities of an employee adversely affect the Company. You must not, therefore:

- a) Bring the name of the Company into disrepute
- b) Take actions that results in adverse publicity for the Company
- c) Take actions that result in loss of confidence in the Company by third parties
- d) Take actions that result in loss of confidence in your integrity (this includes harassment, bullying and any other inappropriate behaviour)

The detriment suffered by the Company will determine the level of misconduct and the most suitable disciplinary stage, considering the circumstances.

Your employment could be terminated if your actions cause extreme embarrassment or serious damage to the reputation or image of the Company.

9.25. Use of social media

Social media is a valuable form of communication, but inappropriate use can lead to problems for staff and the organisation. The following rules should therefore be adhered to by staff at all times.

- a) You must not include in any personal communication made using social media direct or indirect reference to Bryn Melyn Care Ltd, unless you have the explicit authorisation of the CEO.
- b) You should ensure that you demonstrate respect for your colleagues in all of your interactions with or reference to them using social media.
- c) Our policies on Harassment and Bullying, Confidentiality, and Equality and Diversity must be observed at all times in your use of social media.
- d) You must never upload photographs of the young people you work with to social media.
- e) You are not permitted to use social media during working hours, unless you have the explicit consent of your manager.

Guidance on the access to social media we provide to young persons in our care is outlined in our operational policies.

9.26. Statements to the media

Directors are the only people authorised to give statements about the Company or matters connected with the Company to reporters from the newspapers, radio, television etc. Any request from any representative of the media for information, statements or comment about the Company must be referred to the CEO or a Director.

9.27. Flexibility

Flexibility is important within the sector we operate in. It may be necessary for you to temporarily take over duties not normally undertaken, particularly during holiday periods or sickness. In order that the Company can operate most effectively, it is an express condition of your employment that you are prepared to temporarily transfer to alternative roles and duties if the needs of the Company require it. We reserve the right to amend your job role if the needs of the Company require it.

9.28. The 'prevent' duty

As an organisation providing care to children and young people we are subject to a duty under the Counter-Terrorism and Security Act 2015 to have due regard to the need to prevent people from being drawn into terrorism. This means that we have a duty to protect the children and young people in our care from the risk of radicalisation. This duty is not intended to prevent children and young people debating controversial issues. On the contrary, we should provide a safe space in which they can understand the risks associated with terrorism and develop the knowledge and skills to be able to challenge extremist arguments.

We consider extremism to be the vocal or active opposition to fundamental British values, values which including democracy, the rule of law, individual liberty and mutual respect and tolerance of different faiths and beliefs. Extremism also includes calls for the death of members of our armed forces, whether in this country or overseas.

As an employee you should not demonstrate or express extremist views in the workplace or at any time during working hours. (Please see the section above in relation to your behaviour outside of work). You are expected to promote fundamental British values at all times and support the children and young people in our care in developing resilience to radicalisation and enabling them to challenge extremist views.

10.0. COMPANY COMPUTER POLICY

The Company regards its computer systems as a vital and integral part of its business. The Company expects their employees to use computers responsibly and only for the purposes of our business. We will treat seriously any actual, attempted or suspected infringement of this policy and may take disciplinary action, which could lead to dismissal in serious cases, against anyone acting or attempting to act in breach of this policy.

10.1. Hardware

Rules regarding the use of hardware:

- No fixed equipment must be moved without the consent of the CEO or IT Manager.
- No equipment must be attached to the network without the consent of the CEO or IT Manager.
- No equipment may be modified without the consent of the CEO or IT Manager.
- All equipment must be treated with due care and attention and maintained in a condition and environment conducive to good working order and long life. Any fault, loss or damage must be reported to the CEO or IT Manager without delay. If in doubt consult the CEO or IT Manager.
- All equipment must be logged off correctly and powered down when not in use for long periods of time.
- Laptops and other portable devices must be kept secure when taken off site. Do not leave them unattended. All employees are required to take reasonable measures to minimise the risk of loss of Company data and software through theft. Particular care needs to be taken to ensure that laptops and portable devices are not left unattended in vehicles or any other non-secure place.

10.2. Software

The computer will be set up by the CEO or IT Manager and must not be altered by the user.

You are only authorised to use systems and have access to information that is relevant to your job. You should neither seek information nor use systems outside these criteria. Unauthorised access to any of the Company's computers or network devices is a breach of this policy and will lead to disciplinary action.

Standard operating procedures must be followed at all times when using software. Where no procedures exist, consult your manager and follow any instructions given.

Under no circumstances may you purchase or load any software without approval from the CEO or IT Manager. This includes screen savers, wallpaper, downloads from the Internet and email attachments.

It is illegal to make copies of your software. Software issued by the Company for your use is licensed to the Company and is protected by copyright law. You must not make copies of software or distribute software that has been copied.

Storage media, such as external drives or pen media, which contain work related material, form part of the intellectual property of the Company and, because of the ease of portability of such sensitive commercial material, particular caution should be exercised when using, storing or transporting storage media whether within or outside the Company's premises.

10.3. Password policy

Passwords are an important aspect of computer security. All employees are responsible for keeping passwords secure. All portable devices, including smart phones, must be secured with a password and it is the employee's responsibility to ensure that this is the case. Please refer to the CEO or IT Manager for further advice. Passwords that are issued to you on an individual basis must not be shared with anyone. Other passwords must not be shared with anyone who is not authorised to access the system to which the password provides access. Passwords may only be recorded in an appropriate secure form.

10.4. Email

Your email address can receive emails from anyone connected to the Internet. You should not encourage non-business related emails, and should only use your business email address for business related matters. You should ensure that your correspondents know that they should not send you "humorous" or illegal attachments such as pictures or executable programs. All external non-work related email messages should be deleted on receipt. Anyone found with offensive, terrorist, extremist or pornographic material in his or her email account may be subject to disciplinary action for gross misconduct. This will usually result in dismissal.

The Company reserves the right to access and monitor any or all areas of any computer and computer software systems which it owns (including email accounts and messages and telephone calls) from time to time for business reasons and training purposes. You should not therefore assume that any information held on the computer is private and confidential to you.

If you receive an email from an unknown source, or "junk" email you should delete this from your system immediately without opening it as it may contain a virus.

Emails may contain file attachments. These should not be opened unless they are received from a trusted source, i.e. from another known Company, employee or representative. If in doubt, forward the email to the IT department for verification.

Emails to commissioners, suppliers and other business contacts should be restricted to Company business. Confidential information about or relating to the business of the Company, its clients, suppliers or contacts should not be transmitted outside the Company via email unless done so in the course of business. Confidential information should not be left on display on an unattended workstation.

Regular housekeeping is required to delete unwanted emails to prevent the file server filling up.

You should be aware that deleted emails will otherwise remain held on the system for some time and will be accessible from back up if required for investigation of complaints of systems abuse.

You must not distribute sensitive commercial data concerning the Company to any external parties. Doing so will make you liable for disciplinary action for gross misconduct which may result in your dismissal.

10.5. Guidance for appropriate use

Email is a non-secure medium and care should be taken when composing, sending and storing messages. It is possible for messages not to be received at their intended destination or to be intercepted. If email services are used for business critical communications, you must confirm receipt by another means.

Email should be regarded in the same way as any other business communication and should be treated as a Company record. You should adopt a style and content for emails, in particular those sent to external recipients, that presents a professional image. It is recommended that you adopt the same standards for email as for letters and memos, although the style may be more informal.

Confidential information about or relating to the business of the Company, its clients, prospects, suppliers or contacts should not be transmitted outside the Company via email unless done so in the course of business and sufficient steps are taken to safeguard security.

10.6. Inappropriate use

Employees must not send internally or externally or obtain material (whether in the form of text or images) which is libellous or defamatory, illegal, obscene, sexually explicit, bullying, discriminatory or disparaging of others particularly in respect of their race, national origins, sex, sexual orientation, age, disability, religious or political beliefs.

Employees are reminded that material which they find acceptable, for example the content of email jokes or chain letters, might be offensive to others. It is recommended that you take care and give sufficient thought to what you send. Messages can be misconstrued and should not become a substitute for "one-to-one" conversations. You should not send humorous material to business contacts. It can frequently be misunderstood or cause offence.

10.7. Internet access

Internet access will be granted for business reasons only during working hours. Usage is limited to work related activities.

Anyone found visiting pornographic, extremist or terrorist sites will be subject to immediate disciplinary action and if necessary the police will be informed. Anyone found downloading or circulating pornographic, extremist or terrorist material or other non-business material will be subject to immediate disciplinary action and if necessary the police will be informed.

Please note that the main servers maintain a record of Internet access by users and these will be monitored as necessary and results forwarded to line managers and the police, if appropriate.

11.0. COMPANY VEHICLE POLICY

11.1. Home Managers' Responsibility

- a) All company vehicles remain the responsibility of the Home Manager of the home they are allocated to (whether owned by the Company or on a hire contract). Managers must ensure that all vehicles are kept clean and tidy, and in a road-worthy condition at all times. The Home Manager is responsible for daily maintenance, such as checking oil and water levels and tyre pressures and must ensure that maintenance checks are carried out and that the vehicle is serviced in line with the manufacturer's recommendations. The Company will reimburse all costs incurred that relate to the routine maintenance of the vehicle.
- b) It is the Home Manager's responsibility to ensure the vehicle is checked by employees at every handover and its condition recorded. Any damage (internal or external) must be fully investigated.
- c) Weekly inspections must be completed by the care team. It is the responsibility of the Home Manager to ensure that the weekly inspections are undertaken and the Vehicle

Check Log is completed. The Home Manager must counter-sign all vehicle checks to ensure that they are carried out.

- d) All vehicles must have a fully completed monthly mileage log.
- e) Company vehicles should be garaged overnight, or parked on a driveway or private yard, where possible. Where vehicles are parked on public highways, they must be parked with due regard to safety, highway regulations and security, and wherever possible, within sight of the house;
- f) The Home Manager must ensure that the statutory laws regarding safety are adhered to, e.g. the number of persons in the car corresponds to the number of seat belts, and that the vehicle is not lent to Company employees for personal use without express written permission from senior management.
- g) High visibility waistcoats and warning triangles should be available in sufficient numbers and must be worn/used by drivers and passengers involved in road traffic accidents or breakdowns. The selection of company cars is important and consideration should be given to twin air bags being a minimum requirement.
- h) Employees who have a poor driving history will be subject to a driving assessment. The driving history of new members of the team should be explored in detail before the offer of employment is considered.

11.2. General

- a) Company vehicles may only be driven by authorised drivers who must hold and be able to show proof of a full driving licence. If you are an authorised driver, you must provide proof of a full driving licence on request. This must be provided within two working days of the request being made other than in exceptional circumstances. A copy of your driving licence will be held in your personnel file. Non-employees are not authorised to drive Company vehicles.
- b) No young person should be left or allowed in a Company vehicle unaccompanied at any time. No young person should at any time have access to the vehicle's keys.
- c) Vehicles must be locked at all times when unattended.
- d) The driver of the vehicle at the time is responsible for the payment of any fines incurred as a result of a motoring offence, including parking fines.
- e) The Company must be informed in writing immediately if you are prosecuted for any road traffic offence or if your driving licence is endorsed or you are disqualified from driving.
- f) Company vehicles or private vehicles driven on Company business must be driven in accordance with the Road Traffic Acts/Regulations. You are expected to drive in a safe, courteous manner, adhering to the speed limits and Highway Code, at all times. If you are considered to be acting carelessly or recklessly in your use of the vehicle, you may be subject to disciplinary action. This may result in the withdrawal of authorisation to drive a Company vehicle and if you are deemed to have been driving recklessly, dismissal for gross misconduct.
- g) The Company does not take any responsibility for personal items within Company vehicles.
- h) Company vehicles may not be used for any purpose other than that which has been previously authorised. Personal use of a company vehicle, for example, driving home, is not permitted other than when expressly authorised by a Head of Care or Director in writing.
- i) Should you be disqualified from driving for any reason and driving forms an essential part of your job, the Company cannot guarantee to find you alternative employment and may dismiss you.
- j) If you are involved in a road traffic 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 keeper of the vehicle, the registration number of the vehicle and the name of the insurance company, to any person having

reasonable ground to require such information. It is important that you give no further information.

- k) All accidents must be reported to your Home Manager as soon as possible and at least within 24 hours, even if there appears to be no consequence. You will then be expected to complete an accident report and co-operate with any resulting investigations.
- l) Employees may leave their own vehicle at any Company property whilst on shift or away on project. However, the Company can accept no responsibility for the safety and security of such vehicles.

11.3. Personal liability for damage to vehicles

You are only allowed to use Company vehicles for those uses specified by the Company. By using a Company vehicle, you agree that if a Company vehicle is damaged through your negligence, fault or lack of care, then you may be required to rectify the damage at your own expense or pay the excess part of any insurance claim. You agree that the Company may deduct such sum from your salary or any money owing to you. Before any decision is made to deduct, the matter will be fully investigated and you will be given an opportunity to state your case and appeal any decision.

11.4. Using own vehicle for business use

If you are using your own personal vehicle for business use, you must ensure you have insurance providing cover for business use and vehicle breakdown recovery.

Evidence of insurance must be produced prior to initially using your vehicle for business purposes, as must (where applicable) a valid M.O.T. Certificate and full driving licence for the vehicle type. The Company may from time-to-time require you to produce these documents on request, for routine verification.

Any vehicle used for business purposes must be maintained in accordance with the manufacturer's recommendations and Road Traffic regulatory requirements.

You are expected to drive in a safe and courteous manner in accordance with the Road Traffic Acts/Regulations at all times on business journeys. If you are considered to be driving carelessly or recklessly on business journeys you may be subject to disciplinary action, and in the event of reckless driving, this may result in your dismissal for gross misconduct.

12.0. PROPERTY

12.1. Employees' property

You are advised not to bring valuable personal items onto the premises. We do not accept liability for the loss of or damage to any personal items. Any loss or theft of items must be reported to your manager.

12.2. Company property

You are not permitted to use Company property for any purpose other than its intended use. Company property must not be removed from Company premises unless with prior approval.

12.3. Damage, loss or theft of Company property

Your manager must be notified of any damage to Company property or premises. If Company property is damaged, lost or stolen through your negligence or fault, you agree that the Company may deduct the cost of repair or replacement from your salary. Before any decision is made to deduct, the matter will be fully investigated and you will be given an opportunity to state your case and appeal the decision.

12.4. Return of Company property

Upon termination of your employment for whatever reason, you must return to your manager all property belonging to the Company including Company vehicle, computer, equipment, tools, uniforms, keys, entry passes, records, documents, accounts, letters, papers (including all copies, summaries and extracts) within your possession or control belonging or relating to the affairs and business of the Company and its service users and commissioners. You agree that the Company may deduct the cost of replacement of any items not returned, or repair of items that are returned damaged, on termination of your employment from your salary or any monies owed to you.

12.5. Lost property

If you find any items of lost property they should be handed to your manager, who will retain the items for three weeks. The property may then be handed over to the police lost property.

13.0. LONE WORKING

13.1. Induction

You will not normally be required to work in a one-to-one situation with a young person until you have satisfactorily completed an appropriate induction programme which will include a period of shadowing another employee for a minimum specified period.

Upon completion of the induction programme, your progress and your competence to start lone working will be reviewed by your manager in consultation with those responsible for the induction, and with the benefit of reports from those who have directly observed you during the induction programme. When you are considered competent to engage in one-to-one work, this will be recorded on your file by your manager.

13.2. Risk assessment

You will not be asked or expected to work with a young person in a one-to-one situation unless such a method of working has been confirmed as appropriate and manageable, as a result of a risk assessment carried out in relation to the young person. The assessment of the risk presented to lone workers must also be the subject of regular reviews.

All members of the team working with the young person share responsibility for familiarising themselves with the contents of the risk assessment, any conditions attached, whether general or specific to particular activities, or recommendations made, and any other relevant information contained on the young person's file.

The manager must ensure that arrangements are made to carry out any steps considered necessary to manage any risks presented to lone workers.

Where the risk assessment indicates that an employee is likely to be at risk in a given situation, the manager will ensure that a contingency plan is in place should the situation occur, for example by the provision of additional staff support.

If you have any concerns about your safety, the safety of a young person or others, you must make you manager aware immediately and they will consider the need for an urgent review of the risk assessment. Any such concerns will be communicated as necessary to all members of the team working with the young person.

If the manager has any reason to consider, having regard to any incident(s), report(s) or event(s), that a young person presents a risk to lone workers, or that an individual employee is particularly at risk from a young person, the manager must take immediate steps to review the risk assessment and if necessary review the composition or deployment of the team, and/or the training needs of the employee. The manager will keep informed all members of the team working with the young person.

13.3. Training

Each employee will receive training in relation to the behaviour management of young people, including the techniques of Therapeutic Crisis Intervention and regular updates on these techniques.

All employees are responsible for ensuring that they use such techniques for the diffusion of aggression and the reduction of risk situations to the best of their ability.

Managers must arrange additional training for teams or individual employees as considered necessary.

13.4. Supervision

At each supervision meeting, there should be an agenda item covering any issues related to lone working. Any concerns, training issues or requests for additional support should be shared and discussed as part of this item.

13.5. Support and on-call assistance

In recognition of the stressful nature of lone working, employees are encouraged to use the routes available to them within Bryn Melyn Care to deal proactively with any early signs of stress. These channels are through formal supervision, training, team meetings and day-to-day communications between managers and members of their team.

Team meetings should be held regularly and used as a forum where a team can obtain mutual support and share information, for example, to raise awareness about the shifting dynamics of the relationship between the young person and the team.

In addition, support is available to teams from senior managers who visit teams on a regular basis.

Employees working on a one-to-one basis are supported at all times through an on-call system.

13.6. Monitoring

The manager must monitor the appropriateness of the risk assessment through the regular reading of the young person's file, regular supervision with members of their team engaged in lone working, regular consultation with the young person and Placement Plans Reviews.

14.0. GRIEVANCE PROCEDURE

We recognise that from time to time you may wish to raise issues relating to your employment, or discuss matters that are causing personal concern. It is our policy to encourage free communication between employees and their managers to ensure that any problem or issue arising during the course of employment can be resolved as fairly as possible, as soon as possible.

14.1. Informal

In order to achieve a speedy resolution of any problem or issue that you may have, you should start by having an informal discussion with your manager. Having an informal discussion can quite often solve the problem. Should your grievance concern your manager then the matter should be raised with their manager.

14.2. Formal Stage

If the matter cannot be resolved by informal discussion or if you are not satisfied with the outcome of the informal discussion, then you must inform your manager that you wish to take the matter further and submit a formal written grievance, using a Grievance 'Initiating Action' form available from the HR department, within 14 days. You should try to explain fully the nature of your complaint and send the written grievance to your manager. Where you are unable to formulate a written grievance due to a disability you should contact the HR department who will assist you.

Every effort will be made to resolve your grievance at a formal hearing within 7 days. At the hearing, you have the right to be accompanied by either a work colleague or an accredited Trade Union representative. Further investigation may be necessary.

All grievance proceedings and records will be kept confidential.

You will receive the outcome of the hearing in writing wherever possible within 7 days of the hearing.

14.3. Appeal

Following the grievance meeting, you will be informed of the person to whom you can send a written appeal if you are still not entirely satisfied or consider you have not been fairly treated. Your written appeal should say why you are appealing against the decision and needs to be sent within 7 days of you receiving the outcome of the hearing in writing.

At the appeal hearing, you have the right to be accompanied by either a work colleague or an accredited Trade Union representative.

You will receive the outcome of the appeal hearing in writing wherever possible within 7 days of the hearing. The decision of the person dealing with the appeal is final.

15.0. HARASSMENT AND BULLYING

15.1. Introduction

Harassment is unwanted conduct that violates a person's dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment. Harassment can take many forms, occur on a variety of grounds and may be directed at an individual or a group of individuals. It is the act itself and the impact on the individual, not the intentions of the perpetrator, which determines what constitutes harassment. Everyone reacts differently, and what may not be offensive to one person may be offensive to another. Harassment may be unintentional on the part of the perpetrator.

Harassment and bullying interferes with an individual's work performance and affects health, confidence and morale. We do not tolerate such behaviour, and will take disciplinary action against employees who breach this policy. If the perpetrator is not an employee of the Company, we will take whatever steps are reasonably practicable to protect you from the harassment in the course of your employment.

15.2. Responsibility of managers and all employees

- a) Employees in supervisory or management positions must ensure that, as far as they are able, they act immediately if they become aware of any harassment or bullying taking place and are supportive towards any employee who complains.
- b) All employees have a responsibility to understand and comply with this policy at all times, and to report any harassment or bullying they are aware of within the workplace to your manager or a Director. Harassment and bullying may occur between employees outside working hours, for example at work related social functions, and this should also be reported.

15.3. Identifying harassment and bullying

Generally, harassment means conduct, which is unwanted or offensive to the recipient. For example, sexual attention becomes sexual harassment if the recipient regards it as offensive or unwelcome. One incident alone may constitute sexual harassment. Victimisation or making fun of an employee who has complained in good faith of bullying or harassment is in itself an act of harassment.

The following are examples of unacceptable conduct that will amount to a breach of this policy. These examples are not exhaustive and there may be others.

Physical and non-verbal: Unnecessary touching, patting, pinching or pushing, compromising personal space, assault or simulating sexual acts or ignoring an individual. Displaying suggestive or offensive pictures, objects or written materials, leering, whistling and suggestive or offensive gestures and inappropriate use of emails.

Verbal: Persistent requests to join in social activities (after it has been made clear that such requests are unwelcome) or other advances or unwelcome attention of a personal nature, offensive and suggestive remarks, threats, intimate questions, innuendoes, lewd comments, obscene jokes or foul language or inciting racial hatred or racial or sexual abuse, derogatory language and inappropriate comments about dress, appearance or physique.

15.4. What to do if you feel you are subject to harassment

15.4.1. Informal procedure

If you believe you are the victim of conduct that constitutes harassment or bullying, you should make it clear to the perpetrator that you find such conduct unwelcome or offensive. This may be sufficient to stop the harassment. Where the harassment continues or where it is difficult or inappropriate for you to raise the issue with the perpetrator (for example, where that person is in a senior position or is not an employee of the Company), you should report the matter verbally to your manager or a Director. If you do not wish to make a formal written complaint, then the person dealing with the issue may deal with the matter on an informal and confidential basis by speaking to the perpetrator on your behalf.

15.4.2. Formal procedure

If you wish to make a formal complaint, this should be made in writing to your manager. The issue will then be processed within the Grievance Procedure. Where you wish to raise a formal complaint against your manager, the matter should be reported to their Line Manager. As far as is reasonably practicable, confidentiality will be preserved. During any investigation the Company may suspend the alleged perpetrator on full pay and benefits or temporarily re-deploy them. Suspension or temporary redeployment during investigation is a precautionary measure only and is not considered disciplinary action.

15.4.3. Outcomes

Following completion of the investigation, if the complaint is substantiated, disciplinary action may be taken against the perpetrator. You will be notified of the outcome of the investigation. Serious incidents (even of a one-off nature) can constitute gross misconduct for which the perpetrator may be dismissed without notice.

16.0. DISCIPLINARY RULES AND PROCEDURES

The primary objective of the procedure is to assist and encourage employees in meeting the required standard of conduct.

The Company disciplinary rules are contractually applicable to all employees, however the disciplinary process and procedure is for guidance only and is not intended or deemed to be contractual. The Company may commence the disciplinary procedure, depending on the circumstances, at whichever stage is deemed appropriate, and it will normally only apply to employees who have completed their probationary period.

16.1. Rules of conduct

While working for us you should at all times maintain professional and responsible standards of conduct. In particular, you should:

- a) Observe the terms and conditions of your contract
- b) Ensure that you understand and follow the codes of conduct / practice relevant to your role, for example, that of the General Social Care Council or the Care Council for Wales, available to view at their websites
- c) Observe at all times professional boundaries in the provision of care
- d) Observe all Company policies and procedures, operate external practice protocols and regulations and best practices which are included in the website or notified to you from time to time by means of notice boards, e-mail, the intranet or otherwise

- e) Take reasonable care in respect of the health and safety of colleagues and third parties and comply with our Health and Safety Policy
- f) Comply with all reasonable instructions given by managers
- g) Act at all times in good faith and in the best interests of our business, young people in our care and colleagues

Failure to maintain satisfactory standards of conduct may result in action being taken under our Disciplinary Procedure.

16.2. Categories of misconduct

17.2.1. Gross misconduct

Below is a list of possible acts, which we consider to be gross misconduct, which entitles the Company to dismiss without notice. The list is not intended to be exhaustive as it is impossible to list all offences that may result in disciplinary action.

- a) Theft, fraud and deliberate falsification of records (including time sheets)
- b) Physical violence or serious threats of physical violence
- c) Serious bullying, harassment or discriminatory behaviour including victimisation
- d) Deliberate damage to property
- e) Serious insubordination or wilful refusal to obey a reasonable instruction (including failure to attend a disciplinary hearing without good reason)
- f) Misuse of Company property/facilities//software/copyright or name
- g) Bringing the Company into disrepute
- h) Being unfit to work through drink or drugs, or being found in possession of unsealed alcohol (other than with the explicit permission of the CEO or a Director), illegal drugs, or obscene material at work
- i) Obscene or offensive language or behaviour
- j) Serious negligence which causes or might have caused unacceptable loss, damage or injury
- k) Breach of non-solicitation, confidentiality, or non-competition clauses; unauthorised use, processing or disclosure of personal data contrary to our Data Protection Policy
- l) Failure to report or record any matter which it is the employee's contractual duty (either expressed or implied) to report.
- m) Serious infringement of health and safety rules or serious misuse of safety equipment
- n) Serious breach of the Company computer policy including abuse of email and internet facilities
- o) Allowing non-employees to attend homes without authorisation from the Company
- p) Smoking or use of e-cigarettes in areas where smoking is not permitted
- q) Acceptance of bribes
- r) Accepting a gift above minimal value from a young person, supplier, contractor or other third party in connection with your employment without prior consent from your line manager;
- s) Conviction for a criminal offence that in our opinion may affect our reputation or our relationships with our employees, young people or the public, or otherwise affects your suitability to continue to work for us;
- t) Serious failure to adhere to the values of the Company.
- u) Failure to disclose a criminal conviction or caution received during your employment
- v) Serious breach of trust and/or confidence (subject to the Public Interest (Disclosure) Act 1998)
- w) Unauthorised absence including non-attendance at scheduled training courses without good reason

17.2.2. Serious misconduct

This includes acts that fall short of gross misconduct, but which are so serious that they would justify the Company moving straight to issuing a final written warning. For example:

- a) Leaving your place of work without authority
- b) Insubordination which is not wilful, e.g. you openly refuse to do something but agree reluctantly when faced with suspension
- c) Failure to report damage to Company property
- d) Defacing or removing 'no-smoking' signs
- e) Persistent or serious breaches of Company procedures
- f) Neglect of duty, etc.
- g) Minor negligence in performance of your duties

This list is not exhaustive.

17.2.3. Misconduct

This covers minor or less serious breaches of Company rules and procedures such as:

- a) Persistent lateness
- b) Minor breaches of policies and/or procedures
- c) Poor timekeeping
- d) Time wasting

Again this list is only a guide and is not exhaustive.

16.3. Suspension

If allegations of gross misconduct or serious misconduct are made, the Company may suspend you while further investigations are carried out. Suspension will be on full pay. It does not imply any determination of guilt or innocence, as it is merely a holding measure pending further investigation. Please note that full pay does not include overtime or sleep in payments. Whilst suspended, you cannot come onto work premises (other than for meetings as part of the investigation), contact clients or colleagues to discuss the reason for the suspension or undertake any other work with the organisation. You must of course remain available during this time so that the Investigating Officer can meet with you. In the event of a safeguarding concern, it may not be possible to let you know the nature of the allegation until Safeguarding have advised that it is acceptable to do so.

In the event that you are suspended pending an investigation, you will not be permitted to communicate with anyone connected with the Company during the period of suspension, other than through a nominated point of contact, a member of HR, or the senior management team. Generally, the role of the nominated contact is:

- To act as a point of contact for the employee who has been suspended;
- To 'check out' the stage of the investigation/process if a delay occurs in communication of information;
- To re-signpost EAP - details and phone number will have been sent with the letter of suspension;
- To remind/reassure the employee if questioned that suspension is without prejudice and the investigation will be conducted as speedily as possible with full facts established;
- To offer updates (if the employee wishes) on any developments within the workplace during the employee's absence.

16.4. Disciplinary procedure

The disciplinary procedure is designed to help and encourage all employees to achieve and maintain the standards of conduct of the Company. It should be seen as a corrective procedure ensuring all employees are treated fairly.

Disciplinary action will normally follow the procedure below. However, the Company reserves the right to vary the disciplinary procedure. The disciplinary procedure may also vary depending on the seriousness of the allegations of misconduct/capability to be addressed. Efforts will be made to resolve issues informally, but in the event that a formal process is required:

- a) You will be notified in writing of the allegations and no hearing will take place until a minimum of 24 hours has elapsed
- b) You will be provided with information relating to the allegation prior to the hearing
- c) You will have the right to be accompanied at the hearing by a work colleague of your choice or an accredited Trade Union representative
- d) You or your representative may ask questions or make statements; the representative cannot answer questions on behalf of the employee
- e) Any decision made will be based on a reasonable belief, the balance of probability and on the evidence presented
- f) The result of any disciplinary hearing will be confirmed in writing
- g) You have the right to appeal any decision by applying in writing within 7 days of the decision stating your reasons for appealing

Failure to attend a disciplinary hearing without good reason is deemed to constitute a failure to follow a reasonable management instruction and can amount to gross misconduct. In these circumstances your failure to attend will be considered alongside the reasons for the disciplinary hearing and a decision may be made in your absence.

16.4.1. Informal stage

In the case of very minor misconduct, your manager will discuss the problem with you at your supervision meeting, or a meeting arranged specifically for this. You will be given the opportunity to provide an explanation and if your manager considers it necessary, a note will be made in your supervision records or put on file. In the event of a further or more serious transgression, the manager may consider the formal procedure appropriate.

16.4.2. Formal stage one (first written warning)

In the case where insufficient improvement has been made following informal discussion or the conduct warrants immediate formal action, a disciplinary hearing will be held. As a result of this, if your explanation for your conduct is unsatisfactory and the hearing concludes that your conduct was not up to standard, you will be issued with a written warning detailing the complaint and the required improvement or change in behaviour. You will have the right to appeal against the disciplinary decision. A copy of the written warning will be kept on your personnel file for a period of 12 months.

16.4.3. Formal stage two (final written warning)

If there is still insufficient improvement or change in behaviour during the term of a prior warning, or where the conduct is potentially sufficiently serious to warrant bypassing earlier stages of the disciplinary procedure, a Formal Stage Two disciplinary hearing will be held. If there is no satisfactory explanation for the conduct at the hearing, a final written warning will be issued. The final written warning will give details of the complaint and warn you that failure to improve or

modify your behaviour may lead to your dismissal, or to some other action short of dismissal. Again you will have the right to appeal against the decision. The final written warning will normally remain on your personnel file for a period of 12 months.

16.4.4. Formal stage three (dismissal)

If you still fail to meet the necessary standard of conduct required by the Company, or you commit another act of misconduct or your conduct is potentially so serious as to warrant bypassing the first three stages of the disciplinary procedure, a Final disciplinary hearing will be held. You will be given every opportunity to offer an explanation for your failure to meet the required standards at the final disciplinary hearing. The Company will ensure that fair and reasonable notice of the time and date of the hearing is given and wherever possible the disciplinary hearing will be held during your normal hours of work. You will be given as much information as possible regarding the allegations of misconduct as well as any documentation detailing the shortfall in conduct that will form the basis of the disciplinary hearing. If there is no satisfactory explanation for the conduct then you may be dismissed with notice, unless it is gross misconduct where you will be dismissed summarily. As soon as reasonably practical you will be provided with the reasons for your dismissal, the date on which your employment will terminate, and the name of the person to whom you may submit your appeal in writing (see Appeals Procedure).

16.5. Other possible sanctions

The Company reserves the right to consider demotion and commensurate reduction in your salary, transfer to another department, or to impose the penalty of suspension without pay for up to a maximum of 5 working days as a direct alternative to dismissal. Such action will usually be accompanied by a final written warning.

16.6. Appeals procedure

The purpose of an appeal hearing is to review any penalty imposed at the disciplinary hearing. It cannot increase the penalty.

At each stage of the formal disciplinary procedure you will have the right to appeal. If you wish to do so you should inform the specified person and we ask that this is done within 7 days of your receipt of written confirmation of the disciplinary decision taken against you. Your appeal should be in writing and include the reason/s why you feel the decision is unfair or inappropriate in relation to the misconduct addressed at the disciplinary hearing. You should also detail any new information or evidence that will support your appeal, including the names of any witnesses. This is to ensure there is sufficient time to investigate any new information before the appeal meeting. You will have the right to be accompanied by a fellow worker or an accredited Trade Union representative at the appeal stage.

The decision of the person dealing with your appeal is final.

17.0. POOR PERFORMANCE / SHORT TERM SICKNESS ABSENCE PROCEDURE

17.1. Introduction

If an employee's work or attendance is not satisfactory, the reasons must be clearly identified. It should be established whether the poor performance or attendance is deliberate, in which case it constitutes misconduct and the disciplinary procedure should be used, or whether it is due to lack of capability.

This procedure will normally only apply to employees who have completed their probationary period.

17.2. Informal stage

Before the formal procedure is started, your manager will discuss issues with performance and or attendance in a supervision meeting, issues with attendance in a return to work meeting, or either type of issues in a meeting arranged specifically for this purpose. Your manager will explain exactly the standards that are necessary, the support that will be given and the timescales in which the standards need to be achieved and maintained. Notes will be made and a record kept on file.

17.3. Formal stage one (first written warning)

If a problem has not been resolved through the informal discussion, your manager will invite you to a formal meeting. You have the right to be accompanied to this meeting by a Trade Union Representative or a work colleague.

At the meeting, efforts will be made to:

- Identify the cause(s) of the poor performance and / or attendance to determine what, if any, support can be provided;
- Explain clearly the shortfall between your performance and / or attendance and the required standard.
- Seek to secure your commitment to reaching that standard;
- Set a reasonable period for you to reach the standard and agree on a monitoring system during that period;
- Let you know what will happen if that standard is not met.

The outcome of this meeting will be recorded in writing and a copy will be given to you. A copy will be retained on your file for a review period of 12 months.

In the event that you reach and maintain the required standard, no further action will be taken. If there has been insufficient improvement in the timescales stipulated, or the improvement is not sustained throughout the review period, the matter will be taken to the next stage in the formal procedure.

17.4. Formal stage two (final written warning)

Your manager will invite you to a formal meeting. You have the right to be accompanied to this meeting by a Trade Union Representative or a work colleague.

At the meeting, efforts will be made to:

- Consider the cause(s) of the poor performance and / or attendance to determine what, if any, further support can be provided;
- Explain clearly the shortfall between your performance and / or attendance and the required standard.
- Seek to secure your commitment to reaching that standard;
- Set a reasonable period for you to reach the standard and agree on a monitoring system during that period;
- Let you know what will happen if that standard is not met.

The outcome of this meeting will be recorded in writing. A copy will be given to you, and a copy will be retained on your file for a review period of 12 months.

In the event that you reach and maintain the required standard, no further action will be taken. If there has been insufficient improvement in the timescales stipulated, or the improvement is not sustained throughout the review period, the matter will be taken to the next stage in the formal process.

17.5. Formal stage three (dismissal)

You will be invited to a formal meeting. You have the right to be accompanied to this meeting by a Trade Union Representative or a work colleague.

At this meeting, your standards of performance and / or attendance will be considered against those required by the Company along with the support provided to date. You will be invited to explain your failure to achieve the standards required. If the Company considers you have had sufficient opportunity to demonstrate the standards of performance and / or attendance required, you may be dismissed. This would normally be with notice, or with pay in lieu of notice.

As soon as reasonably practical you will be provided with a letter stating the reasons for your dismissal, the date on which your employment will terminate, and the name of the person to whom you may submit your appeal in writing.

17.6. Other possible sanctions

The Company reserves the right to consider a further period of time in which the employee is given the opportunity to achieve the standards required, demotion and commensurate reduction in your salary or transfer to another department as a direct alternative to dismissal.

17.7. Appeals procedure

At each formal stage of the capability procedure you will have the right to appeal. If you wish to do so you should inform the specified person and this should be done within 7 days of your receipt of written confirmation of the decision taken against you. Your appeal should be in writing and include the reason/s why you feel the decision is unfair. You will have the right to be accompanied by a fellow worker or an accredited Trade Union representative at the appeal stage.

The decision of the person dealing with your appeal is final.

18.0. LONG TERM SICKNESS ABSENCE PROCEDURE

Long term absences are typically those lasting for three weeks or longer. During periods of long-term sickness your manager will remain in regular contact with you by agreeing a contact schedule. Whilst the organisation is sympathetic to an employee's need to be absent from work in the event of long term ill-health, continued absence may put your job at risk. Bryn Melyn Care will adopt a case management approach when dealing with employees who are absent due to ill health. This means regularly reviewing your absence and state of health and wellbeing to see if there is any improvement and if we can do anything to facilitate your recovery and return to work. The following process will normally be followed:

18.1. Formal review meeting

If you are absent and unlikely to return to work in your full capacity within a reasonable period of time, a Formal Review Meeting will be arranged. As to when this meeting is arranged will very much depend on the specific circumstances of the case. Prior to the meeting being held, relevant medical advice should be sought. Prior to the meeting taking place, you will be advised, usually in the invite letter, that prolonged absence from work causes operational difficulties and inability to return to work within a reasonable time scale will inevitably impact on their continued employment. The meeting will be arranged at our premises unless you are unable to travel this distance, in which case the meeting will be held at your home or other suitable location. You can be accompanied by an employee or accredited trade union representative to this meeting.

At the meeting, consultation will take place regarding your continued absence. Issues to be considered include:

- What is the nature and cause of illness/condition?
- Are you likely to make a complete or partial recovery?
- When is a return to work anticipated?
- Can you still carry out the job on return to work, or which parts of the job can be performed?
- What adjustments are necessary to enable you to return to work/continue in employment?
- Are these adjustments reasonable and can they be accommodated for a temporary or permanent period?
- Is there suitable alternative work/redeployment?
- What is the impact of the absence on the service/team etc?
- Is the absence being covered and for how long can this be sustained?
- Is there an impairment which is either mental or physical?
- Does the impairment have a substantial and long term effect on your ability to carry out normal day to day activities?
- What medical advice has been given and is additional information required?

Following adjournment of the review meeting, your line manager will decide either, to wait for a further review period and convene the Formal Review meeting at a later date, or to progress to a Hearing. Your line manager will normally write to you to inform you of their decision within 5 working days of the meeting, giving their reasons for the decision.

18.2. Hearing

You will be invited to attend a hearing to consider dismissal. The hearing will be chaired by a different manager to the person who chaired the Formal Review Meeting. All the evidence, including medical reports and notes taken at the formal review will be considered. At the Hearing, you can be accompanied by an employee or accredited trade representative.

The Chair of the Hearing will adjourn the meeting before making a decision. That decision may be to wait for a further review period to see if you are able to return to work, or to dismiss you. The decision and reasons will be sent in writing to you within 5 working days, identifying the person to whom an appeal should be addressed.

18.3. Appeal

You have the right to appeal a decision to dismiss. Appeals should be sent in writing within 5 working days to person specified. The appeal will be heard impartially and wherever possible by a manager who has not previously been involved in the case. A meeting will be scheduled within 15 working days of receipt of the appeal where possible. You can be accompanied to the appeal hearing by an employee or accredited trade union representative. A decision will be made following an adjournment of the meeting and confirmed in writing to the employee usually within 7 working days of the meeting.

The decision made by the Chair of the appeal meeting is final.

18.4. Too ill to attend

If the nature of the illness prevents you attending the Formal Review or Hearing you will be notified in writing of the issues and asked for comments. Other adjustments to the process may be considered. Examples include, but are not limited to, holding the hearing at a venue more accessible to you, accepting a formal written submission by you, accepting the representations of a third party in the form of an employee or accredited trade union representative.

19.0. END OF EMPLOYMENT

19.1. Redundancy

A redundancy situation can arise where there is a closure of the business, closure of an employee's workplace, where there is a diminishing need for employees to carry out work of a particular kind or where there is a re-organisation of the way that work is undertaken. We will endeavour to take all reasonable steps to avoid compulsory redundancies. If a redundancy situation arises the following steps will be considered to prevent compulsory redundancy:

- a) Reduction in or a freeze on overtime
- b) Lay-off or short time working (without pay) other than Statutory Guarantee Pay
- c) We will seek to find volunteers for redundancy as the first step, but reserve the right to refuse particular volunteers if the needs of the Company require it

In the case of compulsory redundancy, we will ensure that employees are fully consulted both individually and, if necessary, collectively. A method of selection will be discussed and adopted and the availability of alternative work will be considered. We will make sure you are given every opportunity to put forward any views of your own during consultation. No decision on job losses will be made until the end of the consultation period.

The Company will pay redundancy pay at the statutory rate. Any payment in excess of this will be entirely at the Company's discretion.

19.2. Lay-off / short time working

If a situation arises where there is a reduction of work, or there is an occurrence that may affect the normal running of the Company, we reserve the right, in line with your terms and conditions of employment, to:

- a) Lay-off without pay, other than the Statutory Guarantee Pay.
- b) In any 3-month period the Company will pay up to 5 days' Statutory Guarantee Pay at the current Government regulated rate. If the Lay-off lasts longer than 5 days you will be given a letter to take to the Benefits Agency. Even though you are still an employee of the Company you should still be able to "sign on" as temporarily unemployed.

Wherever possible, alternative suitable work will be offered to employees best suited to carry out whatever work is available. Short working hours or periods of lay-off do not affect your continuity of employment. If you are laid off you must still be available for work as and when necessary.

19.3. Resignation

You must inform your manager in writing of your wish to terminate your contract of employment. The period of notice will begin from the date of this notification. The last day of service should be mutually agreed between you and your manager and confirmed in writing. You will be asked to participate in an exit interview, or complete an exit interview form, following receipt of your resignation.

19.4. General

The details of your required notice period are in your terms and conditions of employment. If you leave the Company without working, or giving the required notice, and the Company incurs any additional expense(s) from covering your duties during your notice period because you have failed to work it, then these costs will be deducted from any wages or monies owed to you.

If your employment is terminated due to redundancy, the same rules regarding notice will apply.

If you are dismissed for gross misconduct you will not be entitled to notice or notice pay.

19.5. Garden leave

We reserve the right to place an individual who is on notice on "Garden Leave", i.e. during your notice period, the Company may require you to neither attend your place of work, nor to contact service users or commissioners, and may not provide you with any work, or may provide you with alternative work of a broadly similar nature. This right is exercisable at the absolute discretion of the Company. Whilst on "Garden Leave" you will receive your basic pay and still be subject to the Company's rules and disciplinary procedures.

19.6. Pay in lieu of notice

We reserve the right to make a payment in lieu of notice for all or any part of your notice period on the termination of your employment. This provision, which is at the Company's discretion, applies whether notice to terminate the contract is given by you or the Company. Any such payment will consist solely of basic salary and shall be subject to such deductions of Income Tax and National Insurance contributions as the Company is required or authorised to make.

20.0. PERSONAL RELATIONSHIPS AT WORK

20.1. Introduction

This policy is intended to provide guidance where personal relationships overlap with working relationships, and to ensure that individuals do not become involved in situations where a conflict of interest may arise or where they may become vulnerable to accusations of bias or prejudice. It is also to avoid the conferring of an unfair advantage or disadvantage, real or perceived, on staff arising from such a personal relationship. For the purposes of this policy, a close personal relationship is defined as a:

- close personal friendship
- family relationship
- romantic/sexual relationship
- business/commercial/financial relationship

20.2. Relationships between members of staff

It is not uncommon for close relationships to develop between people who work together and such relationships need not present any difficulty and in some cases may positively add value to the organisation. Relationships between staff may cause concern where there is a potential for a conflict of interest, breaches of confidentiality or with regard to financial or audit requirements. Such situations will be handled with care and sensitivity in the interests of all concerned and we will ensure that any approach or actions are not unfair or discriminatory by avoiding the assumption at the outset that the working relationship will be unsatisfactory.

The following guidelines have been adopted to avoid such difficulties:-

- Where a close personal relationship exists or develops between any two members of staff, this must be declared and the existing reporting structure or operational requirements reviewed. Operational staff should declare the relationship to their Head of Care, other staff should declare to their line manager. The relevant Director will then be consulted.
- Where a close personal relationship exists or develops that involves a Director, the CEO will be informed who may wish to take any appropriate measures.
- Where a close personal relationship exists or develops between two members of staff and interferes, or is reasonably perceived to interfere with the work of that team or group, then it will be necessary to explore the possibility of one or both parties being moved to different areas of work or locations. We would normally not allow the two people to work in the same home.

It is acknowledged that work related friendships are quite naturally formed in the workplace and any employee is expected to exercise judgement as to whether or not the friendship has developed to an extent that it could be described as a close personal relationship that could potentially raise any issue, which this policy seeks to address. If any employee is in any doubt, they should discuss the situation with the HR Department who will offer advice and guidance.

Where any issues identified cannot be managed effectively to the agreement of all parties, there should be no assumptions made on gender, status or grade as to who may be the most appropriate employee to move, where a move can be offered. Care will be taken to avoid

discrimination and ensure the views of the individuals are taken into account, balancing this with the needs of the service and the issues that present themselves.

Any failure to disclose a close personal relationship will be considered a serious matter and may result in disciplinary action.

20.3. Relationships between staff and our young people

Members of staff have a professional and ethical responsibility to protect the interests of the young people with whom they work. A professional distance must be maintained with the young people we care for at all times. Close relationships with the young people we care for or have cared for are forbidden at any time during your employment, both during and outside of working hours, and will lead to disciplinary action being taken against you. Relationships with young people you have worked with should not be formed after you have left our employment in order to safeguard you from allegations of inappropriate behaviour.

20.4. Recruitment and appointment of employees

To avoid any accusation of bias, an employee must not be involved in any appointment process where they are related, or have a close personal or business relationship outside work with the individual being considered for appointment.

20.5. Involvement in employment issues

Again, to avoid any accusation of bias or unfair treatment, an employee should not be involved in any decisions relating to discipline, promotional or pay adjustments for any other employee where there is a close personal relationship. Arrangements will be made as far as is possible to ensure that there is no direct management link between employees who have a close personal relationship.

21.0. CONFIDENTIALITY

The Company operates a very strict policy with regard to confidential information. You will appreciate that the very nature of the Company is such that confidentiality is extremely important. This information includes, but is not limited to:

- Company policies, procedures and systems
- Information on other members of staff
- Information on young people
- Marketing and sales policies or information.
- Pricing information.
- Service user information.
- Supplier information.
- Accounts information.

During and after your employment you must not disclose any confidential information that has come to your attention during the course of your employment. You must at all times protect and maintain the confidentiality of the such information, particularly that relating to the young people we care for and may only disclose such information as required by law or as is necessary during the course of your duties with the Company.

The Company will regard any breach of this confidentiality policy as a disciplinary offence and serious breaches will lead to dismissal without notice for gross misconduct.

This obligation will continue both during and after the termination of your employment unless and until the information has come into the public domain.

22.0. DATA PROTECTION

It is a statutory duty under data protection legislation for the Company to maintain accurate personnel records. It is your responsibility to inform the Company promptly of any change to your personal details. The legislation governs the way in which information about you is held and processed. The following are the principles that the Company operates under:

22.1. Data protection principles

- a) Personal data should be processed fairly and lawfully.
- b) Personal data shall be obtained only for one or more specific and lawful purposes and shall not be processed in any manner incompatible with those purposes.
- c) Personal data shall be adequate, relevant and not excessive in relation to the purposes they are processed.
- d) Personal data shall be accurate and, where necessary, kept up to date.
- e) Personal data shall not be kept for longer than is necessary.
- f) Personal data shall be processed in accordance with the individual's rights under the Act.
- g) Appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction or damage to personal data.
- h) Personal data shall not be transferred to a country or territory outside the European Economic Area unless that country or territory ensures adequate levels of protection for the rights and freedom of individuals in relation to the processing of their personal data.

22.2. Purposes of obtaining data

In order to fulfil individuals' contracts of employment, monitor sickness and performance, equal opportunity policies and otherwise administer the Company's business, we will use and process personal information relating to you which we have obtained during the course of your employment. Such information includes:

- a) Employment history
- b) Personal circumstances
- c) Educational qualifications
- d) Sickness records
- e) Medical records
- f) Accident reports
- g) Attendance records
- h) Convictions
- i) Performance appraisals
- j) Disciplinary records
- k) Ethnic or racial origins
- l) Salaries
- m) Benefits

In most cases you have provided such information. In others the information has been provided by your manager, other employees, external referees, or in the case of medical records, your doctor.

We hold this personal data about you confidentially and will only disclose it to others where there is a need to do so, e.g. to give information about your earnings to Her Majesty's Revenue & Customs.

No sensitive data such as information about your health, racial or ethnic origins, criminal convictions, trade union membership, political or religious belief will be divulged to a third party without your permission, unless we have a specific legal requirement to do so.

22.3. Right to access information

Under the legislation, you are entitled to have access to certain personal data held about you. If you require access, you should contact your manager. The request should be made in writing specifying the information required. An administration fee of £10 may be charged for dealing with a request.

The information shall be provided as soon as reasonably practicable and in any event within 40 days of the Company receiving the administration fee and written request, or the provision by you of the additional information required by the Company for the purposes of locating any information, whichever is later.

23.0. ANTI-BRIBERY AND CORRUPTION POLICY

Acts of bribery or corruption are designed to influence an individual in the performance of their duty and incline them to act in a way that a reasonable person would consider to be dishonest in the circumstances. Bribery can be defined as offering, promising or giving a financial (or other) advantage to another person with the intention of inducing or rewarding that person to act or for having acted in a way which a reasonable person would consider improper in the circumstances. Corruption is any form of abuse of entrusted power for private gain and may include, but is not limited to, bribery. Bribes are not always a matter of handing over cash. Gifts, hospitality and entertainment can be bribes if they are intended to influence a decision.

The Company will not tolerate bribery or corruption in any form.

The Company prohibits the offering, giving, solicitation or the acceptance of any bribe or corrupt inducement, whether in cash or in any other form:

- to or from any person or company wherever located, whether a public official or public body, or a private person or company
- by any individual employee, director, agent, consultant, contractor or other person or body acting on the Company's behalf
- in order to gain any commercial, contractual, or regulatory advantage for the Company in any way which is unethical or to gain any personal advantage, pecuniary or otherwise, for the individual or anyone connected with the individual

This policy is not intended to prohibit the following practices provided they are appropriate, proportionate and are properly recorded:

- normal hospitality
- fast tracking a process which is available to all on the payment of a fee

- providing resources to assist a person or body to make a decision more efficiently, provided that it is for this purpose only

It may not always be a simple matter to determine whether a possible course of action is appropriate. If you are in any doubt as to whether a possible act might be in breach of this policy or the law, the matter should be referred to your manager or the HR Department.

The Company will investigate thoroughly any actual or suspected breach of this policy, or the spirit of this policy. Employees found to be in breach of this policy may be subject to disciplinary action which may ultimately result in their dismissal.

The prevention, detection and reporting of bribery or corruption is the responsibility of all employees throughout the Company. If you become aware or suspect that an activity or conduct which is proposed or has taken place is a bribe or corrupt, then you have a duty to report this.

24.0. Protected disclosure or “Whistle Blowing”

The Company is committed to ensuring a culture of openness and accountability in which abuse, theft, fraud or other misconduct within the organisation by any employee is recognised and reported. You are encouraged to express any concerns you may have and the Company will respect any request you may make to preserve confidentiality as far as possible. If you raise concerns in good faith, you will be protected by the Company from reprisals or victimisation.

If you have concerns about possible abuse, theft, fraud, or other misconduct, you should bring the matter to the attention of your manager or a Director or the CEO. Any employee with knowledge of abuse, theft, fraud or other misconduct who does not report this may be subject to disciplinary action. Anyone attempting to stop or discourage another employee from coming forward to express a serious concern will be subject to disciplinary action. Likewise, anyone who criticises or victimises an employee after a concern has been expressed will be subject to disciplinary action.

Your complaint will be investigated and the results of the investigation will be related to you, whilst protecting the confidentiality of others involved.

If you continue to have serious concerns after the investigation has been completed and feel that you need to contact an external agency, you can then do so.

Please be aware that any employee who raises a concern with malicious intent or abuses this policy will be subject to disciplinary action.

Revision History

Date last updated: October 2020

Date of next review: October 2021

Date of release: December 2019

