



explorahaven

Recruiting **care** excellence

# **EMPLOYEE HANDBOOK**

# CONTENTS

<b>TITLE</b>	<b>PAGE</b>
<b>INTRODUCTION</b>	<b>4</b>
<b>ORGANISATIONAL STRUCTURE</b>	<b>4</b>
<b>EMPLOYEE INFORMATION</b>	<b>5</b>
<b>CODE OF CONDUCT</b>	<b>5</b>
<b>ABSENCE</b>	<b>10</b>
<b>ALCOHOL AND DRUGS MISUSE</b>	<b>14</b>
<b>ANNUAL HOLIDAYS</b>	<b>15</b>
<b>COMPLAINTS POLICY AND PROCEDURE</b>	<b>17</b>
<b>COMPUTERS AND ELECTRONIC COMMUNICATION</b>	<b>22</b>
<b>DISCIPLINARY POLICY AND PROCEDURE</b>	<b>24</b>
<b>EQUAL OPPORTUNITIES AND DIVERSITY</b>	<b>27</b>
<b>GRIEVANCE</b>	<b>29</b>
<b>HARASSMENT AND BULLYING</b>	<b>32</b>
<b>LONE WORKING POLICY</b>	<b>36</b>
<b>MATERNITY AND ADOPTION LEAVE</b>	<b>38</b>
<b>MOBILE AND OFFICE TELEPHONES</b>	<b>43</b>
<b>MONITORING</b>	<b>44</b>
<b>PARENTAL LEAVE</b>	<b>46</b>
<b>PATERNITY LEAVE AND PATERNITY PAY</b>	<b>47</b>
<b>PUBLIC INTEREST DISCLOSURE ('WHISTLEBLOWING')</b>	<b>52</b>
<b>SAFEGUARDING</b>	<b>53</b>
<b>SICK PAY</b>	<b>55</b>
<b>TIME OFF FOR DEPENDANTS</b>	<b>56</b>
<b>TRAINING</b>	<b>57</b>



## INTRODUCTION

### Welcome To Explora Haven

This handbook has been produced to provide support and advice throughout your working life with Explora Haven. It sets out the Standards, Protocols, Policies and Procedures of the organisation, which you are expected to comply with and apply **at all times**.

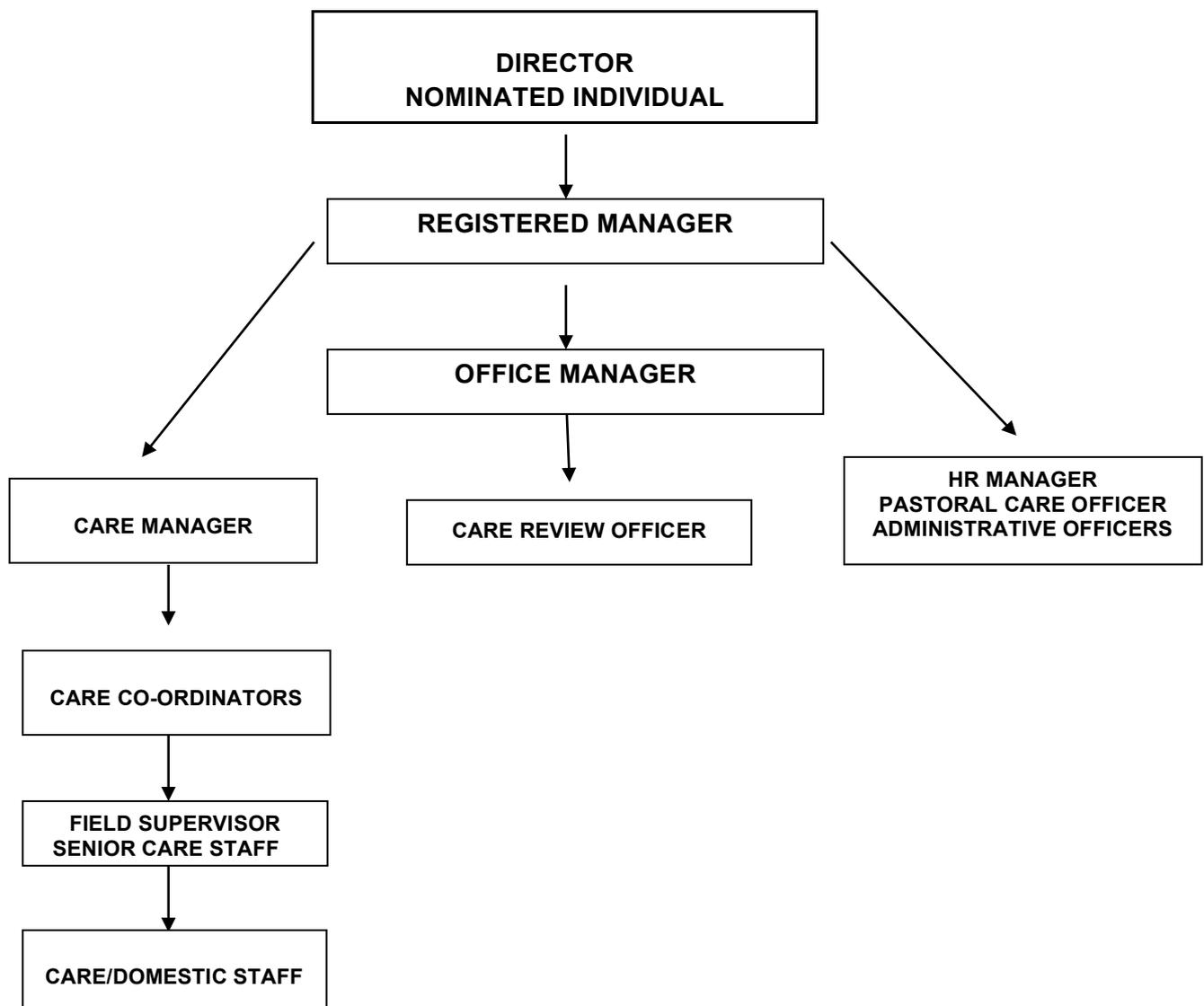
It remains at all times the property of Explora Haven and should you leave the organisation, you must return the Handbook, together with your **uniform and identity badge**.

We wish you every success in your career with Explora Haven and look forward to a long and happy relationship.

Though every care has been taken to ensure the accuracy of the material contained in this report, no liability can be accepted for any errors or omissions.

The company operates a 24 hour Out-Of-Hours (OOH) system and the Telephone Number to reach the OOH manager on duty is **07949 547017** or **020 8450 4999**.

## ORGANISATIONAL STRUCTURE



## **EMPLOYEE INFORMATION**

### **OUR MISSION STATEMENT...**

“Explora Haven aim to set a standard in the Health Care sector by delivering exceptionally high quality care, with a team who have real passion for delivering Service User-focused care with dignity and respect, which is valued and admired by all.”

### **AIMS AND OBJECTIVES OF THE ORGANISATION**

Our aim is to support Service Users by providing affordable, reliable and flexible care services, which are easily accessible, from a local base, and which enable Service Users to maintain their chosen independent lifestyle, as far as possible, in appropriate care settings.

### **SERVICE USERS HAVE THE RIGHT TO EXPECT:**

To have care provided, in accordance with the agreed care plan, by staff whose education, experience, training and attitudes make them suitable for such a role, and who will provide care in a friendly, appropriate and respectful manner.

To be treated as an individual to make their own decisions on matters that affect them, and to participate, as fully as possible (with the help of a friend or relative if desired), in drawing up a care plan, reviewing it, and agreeing any modifications.

To be involved in the selection of Care Workers assigned, and to reject a Care Worker if there are reasonable grounds for doing so.

Privacy in relation to their personal affairs and belongings, and to confidentiality in respect of the care which is provided, their personal circumstances, financial, domestic or family matters.

To be listened to at all times and to have their thoughts, opinions and attitudes respected and considered.

To be respected and never to be put in a situation where they are likely to feel demeaned.

To be encouraged to be as independent as possible, to have freedom of movement, to be allowed to take risks that are safe and measured, and to live a lifestyle which is, as far as possible, suited and tailored to their personal choice and preference.

Not to be discriminated against for any reason, e.g. race, age, colour, religion, disability, sexual orientation, physical and financial circumstances.

To have access to friends, relatives, religious leaders etc. and to be assisted, where necessary, in making arrangements.

### **Code of Conduct**

You should act with honesty and integrity and do nothing which might bring your organisation into disrepute.

You should always act in such a way as to promote and safeguard the well-being and interests of your Service User.

You should have respect for your Service User's property and residence.

You should safeguard the privacy of your Service User. You should not discuss any information about them to anyone other than those involved in their care without the agreement either of the Service User or someone who is authorised to act on their behalf. The only time this might not apply would be if you needed to give information in order to comply with the Law, or if disclosing the information was essential in terms of the best interest and well-being of the Service User or others.

You should respect the dignity and value of each person for whom you care. Do not forget that your Service User has the right to make choices insofar as his/her mental state allows.

You should not discriminate against the Service User on the grounds of race, nationality, language, religion or beliefs, age, sex or sexual orientation, nor on the grounds of social standing, or between those who finance their own care and those who do not. You should take account of the customs, values and spiritual beliefs of all those for whom you care, and treat them with respect. In addition to creating a close relationship with your Service User, you should also preserve a professional approach to your work.

Your relationship with others whom you come into contact during your work should also be professional. If you feel that another worker is acting in such a way as to threaten the physical or emotional well-being of the Service User, you should discuss this with your supervisor/manager.

If you receive a complaint from a Service User, which you are unable to sort out readily, you should make sure that he/she has a copy of the organisation Complaints procedure, and you should inform your supervisor/manager.

You are a very important link between the Service User and Explora Haven. You should report back to the Company on a regular basis, in particular if there is any marked change in the physical or social condition of the person you are caring for, or any marked changes in behaviour, or if you can see that he/she is not receiving the services or care they really need.

You should also report concerns that someone else, or some other organisation is acting in a way that might harm him or her.

You should not initiate or undertake any Nursing tasks. Examples of such tasks are: catheterisation, sterile dressings, the administration of injections, or the introduction of any non-prescribe drugs, systemic or topical remedies.

You should never, under any circumstances agree to be a signatory to a Service User's Will, nor should you accept gifts from those for who you care. In the odd occasion where service user or their advocate insists, then appropriate procedures must be followed by contacting your direct line manager to implement appropriate safeguarding procedures.

Do not take children, pets, or any other person with you to an assignment.

You should not smoke or consume alcohol on duty.

You must work within organisations policies and procedures at all times and in accordance with the standards and protocols laid down by our industry regulators (CQC, CSSIW, and Care Standards Commission).

## **Conduct Standards**

You must:

- maintain satisfactory standards of performance at work;
- comply with all reasonable management instructions;
- co-operate fully with your colleagues and with management;
- ensure the maintenance of acceptable standards of politeness;
- take all necessary steps to safeguard the Company's public image and preserve positive relationships with all persons and organisations connected to the Company;
- ensure that you behave in a way that does not constitute unlawful discrimination;
- comply with the Company's Operating Policies and Procedures.

Unless otherwise instructed, personal mobile telephones must be switched off or switched to silent mode at all times during normal working hours.

## **Flexibility**

You may be required to work additional hours at short notice, in accordance with the needs of the business.

You may also be required to undertake duties outside your normal job remit and to work at locations other than your normal place of work.

## **Confidentiality**

You must keep confidential, except as required by law, both during your employment and at any time after its termination, all information gained in the course of your employment about the Company and that of all persons and organisations connected to the Company.

## **Conduct while representing the Company**

As a general rule, behaviour outside of normal working hours is a personal matter and does not directly concern the Company. However, there are some exceptions to this rule. The Company will become involved when incidents occur:

- at office parties or other work related social occasions or gatherings;
- at social occasions or gatherings organised by a third party, where you have been invited in your capacity as an employee;
- at work related conferences;
- while working away on business on behalf of the Company.

On these occasions you are expected to behave in an appropriate and responsible manner, keeping in mind that you are representing the Company. You are instructed specifically not to consume any alcohol at such events where you are driving.

Any employee whose conduct brings the Company into disrepute will be subject to the Company's disciplinary procedure. Such behaviour may be viewed as a gross misconduct offence and could render the employee liable to disciplinary action up to and including dismissal without notice.

### **Outside activities and other employment**

You are not permitted to engage in any activity outside your employment with the Company that could reasonably be interpreted as competing with the Company.

You are required to seek permission from management before taking on any other employment while employed by the Company.

### **Health and Safety**

It is your duty and responsibility to familiarise yourself with, and to comply with, the Company or any third party's health and safety policies and procedures. Breach of these rules may result in disciplinary action, up to and including the termination of your employment without notice for gross misconduct.

You must report all accidents, however minor, as soon as possible, making a comprehensive entry in the Company's Accident Book.

### **Dress and Appearance**

The personal appearance of employees makes an important contribution to the Company's reputation and image. For this reason, it is important that your dress and appearance is professional and reflects the environment in which you work.

All employees will be expected to comply with any management instructions concerning dress and appearance.

### **Property and equipment**

You are not permitted to make use of Company or a third party's telephone, fax, postal or other services for personal purposes.

You must not remove property or equipment from Company or a third party's premises unless for use on authorised business or with the permission of management.

Where you damage property belonging to the Company either through misuse or carelessness, the Company reserves the right to make a deduction from your pay in respect of the damaged property.

On termination of your employment you must return all Company property, such as keys, laptops, mobile telephones, Company vehicles, documents or any other items belonging to the Company.

### **Personal searches**

The Company may reasonably request to search your clothing, personal baggage, personal storage areas or vehicles. An authorised person must conduct any such search in the presence of an independent witness. Should you refuse such a request, the Company will require the appropriate authorities to conduct the search on behalf of the Company. Failure to co-operate with the Company in this respect may be treated as gross misconduct.

## **Personal property**

You are solely responsible for the safety of your personal possessions on Company premises and should ensure that your personal possessions are kept in a safe place at all times. If you find an item of lost property on the premises, you are required to inform management immediately.

## **Environment**

In order to provide a cost-effective service, you are requested to use Company equipment, materials and services efficiently. You should try to reduce wastage and the subsequent impact on the environment by ensuring that you close windows, avoid using unnecessary lighting or heating or leaving taps running, switch off equipment when it is not in use and handle all materials with care.

## **Breach of this policy**

A breach of the Company's standards of behaviour is likely to result in disciplinary action being taken.

## **Gross Misconduct**

Set out below are details of behaviour that the Company view as gross misconduct, which is likely to result in dismissal without notice. Such behaviour includes but is not limited to:

- theft, dishonesty or fraud;
- deliberate recording of incorrect working hours;
- unauthorised absence;
- smoking on Company or a third party's premises or in a vehicle belonging to the Company;
- sleeping during working hours;
- assault, acts of violence or aggression;
- bullying;
- unacceptable use of obscene or abusive language;
- possession or use of or being under the influence of non-medicinal drugs or alcohol on Company premises or during working hours;
- wilful damage to Company, employee or third party property;
- serious insubordination;
- serious or gross negligence;
- bringing the Company into disrepute;
- falsification of records or other Company documents, including those relating to obtaining employment;
- unlawful discrimination, including acts of indecency or harassment;
- refusal to carry out reasonable management instructions;

- gambling, bribery or corruption;
- serious breach of health and safety policies and procedures;
- breach of confidentiality, including the unauthorised disclosure of Company information to the media or any other party;
- unauthorised accessing or use of computer data;
- unauthorised copying of computer software.

## **Absence**

### **What this policy covers**

The purpose of this policy is to ensure that employees who are genuinely unwell are treated fairly and consistently, while minimising the impact of sickness absence on the Company.

The policy sets out procedures for reporting sickness absence and for the Company's management of short-term and long-term absence. Any absences that are disability-related will be managed in accordance with relevant legislation and related Codes of Practice.

This policy also contains information on your entitlements in relation to paid and unpaid time off work for reasons other than sickness.

### **Your responsibilities**

#### **Breach of absence procedures**

Breach of any of the absence reporting procedures detailed below, including those relating to the notification of absence or provision of a medical certificate, may result in disciplinary action. Any periods of absence that are unauthorised may be treated as gross misconduct and could lead to your dismissal without notice from the Company. Unauthorised absence will not be subject to pay.

#### **Frequent short-term absence**

Persistent absenteeism has a detrimental impact on your colleagues and on the Company as a whole. If it is considered that your absence level is a cause for concern, the Company may meet with you to investigate the situation fully. The Company may require you to undergo an Occupational Health assessment.

The Company cannot sustain frequent short-term absences, even if the reasons for the absences are genuine. Therefore, unacceptable levels of absence will be subject to disciplinary proceedings. The Company will take into account the reasons, frequency and pattern of your non-attendance in determining an appropriate course of action.

If you are issued with a formal disciplinary warning, you will be advised as to the level of attendance that the Company expects of you. If you fail to achieve this level of attendance further disciplinary action may be taken.

## **Medical report**

It may be necessary for the Company to obtain a medical report during the course of your employment in order to gather further information about your medical condition, its probable effect on your future attendance at work, your ability to do your job and whether there are any reasonable adjustments to be made, if appropriate.

Although you have the statutory right to withhold your consent to the Company to approach your GP or consultant for a medical report, if you do choose to withhold your consent to our application, the Company may need to assess your state of health and its impact on your continued employment without the benefit of professional medical advice.

You may also be required to undergo a medical examination by a doctor nominated by the Company. The Company will be entitled to receive any report produced in connection with any such examination, and the Company may discuss the contents of the report with the doctor in question.

If you refuse to undergo a medical examination without good reason, this may be viewed as a failure to follow a reasonable management instruction and could result in disciplinary action, up to and including dismissal without notice.

## **Medical suspension**

If the Company becomes concerned about your health and safety at work, or that the health and safety of others is being affected by your physical and/or mental health, you may be suspended on medical grounds pending further investigation to establish that you are fit to work. You will receive full pay during the period of your suspension.

## **Your entitlements**

### **Medical and dental appointments**

Where possible, you are requested to arrange any medical or dental appointments outside working hours.

If this is not possible, you must obtain permission from management before taking any time off and appointments should be arranged at the beginning or end of your working day to minimise any disruption to the Company. Unless otherwise agreed, you will not be paid for any time off as a result of medical or dental appointments, with the exception of antenatal appointments.

### **Jury service**

You are entitled to time off work for jury service. You should notify management immediately on receipt of the jury summons, giving full details.

You will not normally be paid for this time off, and you are advised to claim the expenses to which you are entitled from the Court. These will typically include compensation for loss of earnings.

### **Time off for religious observance**

You should make any requests for time off for religious observance to your manager as early as possible. Although you have no legal or contractual right to religious leave or time off to pray, the Company will consider all such requests.

Time off for religious observance must be taken from your rest periods or annual holiday entitlement. Alternatively, at the Company's discretion, you may work additional hours in lieu of the time taken off.

If you wish to take the time off as annual holiday, you should make the request in accordance with the Company's annual holiday procedures. For the avoidance of doubt, the Company's rules relating to annual holiday will apply.

### **Bereavement leave**

In addition to your right to take reasonable unpaid time off following the death of a dependant, the Company may, at its discretion, permit you to take paid or unpaid leave following the death of an immediate or close relative. Please ask your manager for further information.

### **Adverse weather and other exceptional circumstances**

If you are unable to attend work due to adverse weather conditions or other exceptional circumstances, you will not be paid for any periods of non-attendance. You may request to take paid holidays or work additional hours at an alternative time to make up for the time you have been absent. The Company reserves the right to refuse such requests depending on the needs of the business.

If the Company cannot operate due to these exceptional circumstances, it reserves the right to require you to take holidays during this time or impose a period of lay-off, when appropriate. The Company also reserves the right not to provide you with advance notice of this requirement.

### **Other types of leave**

The Company will adhere to statutory requirements in providing time off when you have commitments relating to public office or role, trade union duties and activities and the Territorial Army. You should discuss such requests for time off with your manager at the earliest opportunity in order to work out the necessary arrangements, allow planning time and work with your manager to minimise any potential disruption to the Company.

### **Disabilities**

If you have a disability that impacts on your attendance at work, the Company will give consideration to whether there are any reasonable adjustments that could be made to your job or other aspects of your working arrangements to minimise absenteeism or assist your return to work.

### **Absence-reporting procedures**

#### **Sickness absence reporting**

You should notify the Company of your absence in accordance with the Absence Reporting clause contained within your Contract of Employment.

It is not acceptable for you to text, email, contact a colleague, leave a message or have a friend or relative call on your behalf. If your manager is unavailable you should contact someone in a position of authority in the Company.

You should provide the reason for your absence, an estimate of how long you expect to be off work, a telephone number by which you can be contacted and details of any outstanding or urgent work that requires attention.

### **Medical certification**

If your absence lasts for seven calendar days or fewer, you must complete an absence form immediately upon your return to work.

However, if you are entitled to contractual sick pay (please see your contract of employment for details) you may also be required to provide the appropriate medical certification for absences of fewer than seven days.

If your absence lasts more than seven calendar days, you must forward a medical certificate, completed by a medical practitioner, to management in order to cover the absence.

The medical certificate must be submitted as soon as possible. If you unreasonably delay in providing a medical certificate, your absence will be classed as unauthorised.

If, on a medical certificate, your doctor recommends any adjustments to your duties, hours or working conditions, the Company will discuss these with you and implement the recommendations, if these are reasonably practicable.

Failure to comply with the arrangements to assist your return to work without good reason may be treated as misconduct and may result in disciplinary action.

It is essential that you keep the Company updated on the reasons for your continued absence and its estimated duration. You should contact the Company daily during periods of absence unless your manager instructs you otherwise. You should also contact the Company before the expiry of your medical certificate if you continue to be unwell. In addition, a further medical certificate should be submitted immediately on expiry of the previous certificate. Failure to contact the Company or submit a medical certificate at this time may result in the interim absence being classed as unauthorised.

### **Procedure for return to work**

You should contact your manager as soon as you become aware of your intended return date. If this date changes, you should update the Company immediately.

### **Return to work meeting**

Your manager will interview you on your return to work following a period of absence. The reasons for your absence will be discussed and your manager will decide whether the absence should be authorised. The onus is on you to satisfy management that there was a genuine medical reason for the absence.

## **Long-term absence**

### **Welfare meetings**

During a period of long-term absence, you are required to attend any scheduled welfare meetings with the Company. The purpose of these meetings is to discuss your current state of health, how long you expect to be absent from work and what steps, if any, the Company can take to facilitate your return to work.

If you are medically incapable of attending your place of work, a representative of the Company will come out to visit you. If the time scheduled for the meeting is not suitable, you should contact the Company immediately so that an alternative time can be agreed. You are also required to respond to any correspondence from the Company and any requests for information about your health.

### **Medical certification**

You should continue to provide medical certificates, completed by your medical practitioner, even if you have exhausted your entitlement to sick pay.

### **Failure to co-operate**

The Company will always be sensitive to your physical and mental wellbeing during periods of long-term absence. However, where there is a failure, without good reason, to co-operate with the Company in relation to attending meetings, communicating effectively, attending occupational-health assessments and providing necessary information, this may be treated as misconduct and the Company may take disciplinary action.

### **Termination of employment**

The Company is committed to supporting you during your absence and assisting your return to work. However, a prolonged period of absence cannot be sustained indefinitely, and the Company may need to review your continued employment periodically. Before any decision is made in relation to termination of your employment on the grounds of capability, the Company will consult fully with you and obtain up-to-date medical advice.

## **Alcohol and Drugs Misuse**

### **What this policy covers**

The purpose of the policy is to set out the Company's position on drug or alcohol misuse in the workplace, to protect the health and safety of workers and to comply with relevant legislation.

Breaches of the policy may be viewed as gross misconduct and may result in disciplinary action up to and including dismissal without notice.

### **Your responsibilities**

You must not be under the influence of drugs or alcohol when you report for work or during working time.

If you are taking medication or herbal remedies that may affect your work performance, or the safety, of yourself or others, you must inform the Company as soon as possible of which medication you are taking and the possible side effects.

### **Support for employees with alcohol or drug problems**

If you have, or believe you may have an alcohol or drug problem, you should inform the Company and seek medical advice before it affects your performance or conduct at work. If you come forward and seek help for an alcohol or drug problem you will be treated sympathetically and any discussions will remain confidential.

The Company will treat any absence due to drug and alcohol abuse in the same way as sickness absence on condition that you have obtained professional help and/or are receiving treatment. However, you must not be under the influence of alcohol or drugs at work throughout this time of support.

The use, possession, storage, transportation, promotion and/or sale of illegal drugs are forbidden in any situation connected to the Company. The Company reserves the right to involve the relevant authorities if it is deemed appropriate.

You are also expected to comply with any third party site rules, policies and procedures.

### **Procedure**

The Company will take all reasonable steps to prevent employees, agency workers and contractors carrying out work-related activities, if they are considered to be unfit or unsafe to undertake the work as a result of drug or alcohol consumption.

If you are suspected to be under the influence of alcohol or drugs during working hours or on Company premises, the Company reserves the right to send you home. This type of incident may be viewed as a gross misconduct offence and dealt with under the Company's Disciplinary Procedure, which could result in dismissal without notice. If the Company has reasonable grounds to believe that you were under the influence of drugs and/or alcohol at work you will not be paid for this day.

## **Annual Holidays**

### **What this policy covers**

This policy sets out the rules and procedures in relation to taking annual holidays. It applies to all employees and workers.

### **Your entitlements and responsibilities**

Details of the holiday year and your annual holiday entitlement can be found in your Contract of Employment/Terms of Engagement.

### **Accrual of holidays**

You will not be permitted to take annual holiday during the first 6 months of employment before it has accrued, unless otherwise agreed. Thereafter, you will be entitled to your full annual holiday entitlement each year and there will be no requirement to accrue holiday rights.

### **Timing and length of holidays**

You are not normally permitted to take more than two weeks' holiday at any one time, except at the sole discretion of the Company.

The Company may require you to reserve a specified amount of annual holiday entitlement to be taken at a time set by the Company, depending on the needs of the business. The Company reserves the right not to provide you with advance notice of this requirement.

### **Carrying over unused holidays**

You are not normally permitted to carry over accrued annual holiday from one financial year to the next. Holidays not taken within the holiday year will be forfeited.

### **Holiday during long-term absences**

You will continue to accrue your full statutory holiday entitlement during sickness absence.

However, any contractual holiday entitlement over and above the minimum statutory holiday entitlement will not accrue during any period of sickness absence. You are permitted to take annual holiday during periods of sickness and this must be requested via the normal procedure.

If you have been unable to take annual holiday due to long-term sickness you may be permitted to carry over part of your unused annual holiday from one holiday year to the next.

### **Termination of employment**

The Company may require you to take all or part of any outstanding holiday entitlement during a period of notice to terminate employment or garden leave. The Company reserves the right not to provide you with advance notice of this requirement.

Upon the termination of your employment, for whatever reason, you will be entitled to be paid for holiday accrued but not taken in the current holiday year, at the date of termination of employment.

If upon the termination of your employment you have taken more annual holiday than you have accrued in the current holiday year, an appropriate deduction will be made from your final payment.

If you are dismissed for gross misconduct or if you fail to give the required notice on resignation, you are not entitled to be recompensed for unused holidays in excess of the minimum statutory entitlement.

## **Unauthorised holidays**

If you are absent from work on a date on which a holiday request has been refused, the Company will investigate the reason for your absence. If the Company considers that you do not have a reasonable explanation for your non-attendance, you may be subject to disciplinary action, up to and including dismissal without notice. You will not be paid during this period of investigation.

## **Sickness and holidays**

If you are taken ill or sustain an injury during a period of authorised holiday, you may be permitted to take the holiday at a later time.

If you are absent from work due to sickness immediately prior to a period of authorised holiday and your incapacity extends into the authorised holiday period, you may be permitted to delay the period of holiday until a later time. You should submit a written request to postpone the planned holiday, together with a medical certificate completed by a medical practitioner.

If you receive more than the statutory minimum annual holiday entitlement and you are absent without authorisation on the day before or the day after a public holiday, the Company reserves the right to withhold holiday pay in respect of that public holiday.

## **Procedure**

### **Procedure for requesting holidays**

All periods of annual holiday must be authorised in advance by your manager. You must not make firm holiday arrangements before receiving confirmation from your manager that your request has been authorised.

You are required to submit completed holiday requests to your manager as early as possible, normally giving a minimum notice of one month.

Requests for annual holiday will normally be granted on a 'first come, first served' basis. Owing to the needs of the business, the Company reserves the right to limit the number of employees who are permitted to take holiday at the same time. The granting of all holiday requests will be subject to adequate cover being available and the overall needs of the Company.

## **Complaints Policy And Procedure**

### **Policy Statement**

Explora Haven takes all complaints from staff and service users very seriously and will thoroughly investigate all complaints. Complaints are not necessarily deemed negative as they provide an opportunity to improve our services and practices. We will support all our service users to use our complaint procedures or others if they have the need to complaint about any aspect of service received that they are unhappy about.

Complaints arise when staff or service users allege that the service provided did not meet their expectations or appropriate standard. Thorough investigation into all complaints by the organisation is necessary, for which the office manager is ultimately responsible and accountable.

Complaints may fall into one of the following categories:

- Complaints related to some aspect of the service provided which would typically inconvenience the service user and should generally be able to be handled verbally.
- Complaints of a more serious nature that would be perceived to be the result of inadequate service from the staff, or some other service failure, leading to additional complications for the service user. These should generally be handled in writing or support the service user to complete.

## **Complaints Procedure**

### Verbal Complaints

Service user complaints should be handled quickly and sensitively at the time of the complaint. If a complaint has been resolved verbally, the outcome should be the subject of a report to the office manager. All reports should be reviewed to ensure prompt, courteous and appropriate action has been taken and, if merited, a letter to the service user from the office manager should ensure that all matters have been resolved to the satisfaction of the customer.

### Written Complaints

1. Advice – All complaints must be referred to the office manager.
2. Acknowledgement – Service user's complaints must be acknowledged within Three (3) working days of receipt.
3. Responsibility – The office manager should investigate complaints or delegate the investigation to a senior staff as appropriate.
4. Investigation – Correspondence to the service user from the staff dealing with the complaint should be signed at all times by the office manager.
5. Holding Letter – Holding letters should also, where possible, indicate how soon a reply will be sent and in any case, must be followed up by the final letter (final reply) within the subsequent **three** weeks.
6. Final reply – a reply must be sent to the service user within **three** weeks of the receipt of the original complaint.
7. Copy correspondence – if, by judgment of the office manager, the nature of the complaint, or its source, might be damaging to the business or reputation

of the company and whenever a complaint might result in claims or litigation, copies of all correspondence must be sent immediately to the office manager.

8. Legal/Insurance – It is the responsibility of the Director/Nominated Individual to ensure that the company's insurers are alerted in good time of such a complaint.

### **Investigation of Complaints**

The office manager should thoroughly investigate any complaint received. Other staff, where appropriate will be asked to carry out an investigation into the complaint as it relates to them.

Ideally the service user should be interviewed initially when the issue comes to light and subsequently when all the facts have been gathered and a full explanation given. Professional but caring and flexible approach is necessary at this stage. For instance, the service user may prefer to meet at his or her home or at a neutral venue, and senior management should concur with this.

Statements and reports should be taken and forwarded immediately to the office manager to incorporate within the final reply to the service user.

### **Communications of Complaints**

Managers must ensure that all 8 points of the written complaints procedure and details of the verbal complaints procedure are communicated to the staff and service users. They should ensure that service users are aware of the process involved when investigating complaints, including timescales.

Internal – Managers should ensure that all staff are aware of the Complaints Procedure and are able to explain it to the service users and deal with complaints effectively, as they arise.

External – All service users should be made aware of the presence of the Complaints Procedures.

Every effort should be made to ensure a comprehensive communication. Information should be presented in a clear manner and in plain English and service users should be aware that the company welcomes constructive criticism and both positive and negative feedback.

### **General**

Complaints Log:

Managers must update the Complaints Log regularly and complete the various columns of actions taken.

The complaint log should include the following:

- Date of Complaint
- Date acknowledged
- Name of complainant
- Name of client / subject of complaint
- Date of investigation (start)
- Date of receipt of report
- Date of final letter
- Summary of outcome
- Action taken internally as a result of complaints

The complaint log should be used as a tool to monitor trends and rates of incidents and address areas as necessary and improve service delivery.

### **Managing Complaints**

Explora Haven takes all complaint from service user or clients very seriously. Complaint may come from service user, their family or a relative directly or through the contracting authority or Explora Haven staff.

We encourage complaint, comments and concerns in respect of the service we offer and see complaints as a positive way for moving forward and an opportunity to correct situations and occurrences and improve our services.

All complaints are investigated properly and promptly in line with our Complaint Procedure. All complaint received are logged in the Compliant File and the appropriate forms completed.

All complaints are dealt with appropriately and in line with our complaint policy and procedures. The complaint procedure is detailed to ensure that investigations are carried out thoroughly and measures are taken to avoid a recurrence of the complaint.

### **How to Make a Complaint, if you have a Complaint**

- You may register your complaint by contacting the office on **020 8450 4999**
- You may also make your complaint in writing to:

The Registered Manager  
Explora Haven  
Millennium Business Centre  
Humber Road  
London  
NW2 6DW

- You may also make your complaint to the Registered Manager via e-mail to [registered.manager@explorahaven.com](mailto:registered.manager@explorahaven.com).

## **What happens next after you have complained?**

- We will acknowledge your complaint verbally within 3 working days and in writing within 7 days of receipt of your complaint;
- The office manager or in their absence the next senior officer will contact you in respect of your complaint to keep you informed of development and relevant action being taken;
- Your complaint will be investigated thoroughly in line with our policy and procedures and any relevant procedures of the client of business;
- The outcome of the investigation into your complaint will be communicated to you in writing within 3 weeks;
- However in some cases and circumstances this may not be possible to complete the investigation in 3 weeks. In such circumstance, you will be kept informed of the progress of the investigation and given a new timescale for the completion of the investigation.

## **Your Right to Appeal**

- If you are not satisfied with the way your complaint has been dealt with, you may appeal in writing, stating the reasons for your appeal to:

**Ms Julia Mills**  
Director/Nominated Individual  
Explora Haven  
Millennium Business Centre  
Humber Road  
London  
NW2 6DW

Email: [jmills@explorahaven.com](mailto:jmills@explorahaven.com)

## **The Care Quality Commission (CQC)**

The Care Quality Commission (CQC) is an independent, non-governmental public body that regulates social and health care service providers, similar to ours. You may also complain to the CQC in the event that you are dissatisfied with the way your complaint has been dealt with or you may choose to complain to them directly. Their contact address and telephone number is as follows:

The Care Quality Commission (CQC)  
National Correspondence  
Citygate  
Gallowgate  
Newcastle Upon Tyne  
NE1 4PA

Telephone: 03000 616 161

## **Computers and Electronic Communications**

### **What this policy covers**

This policy sets out the Company's guidelines on access to and the use of the Company's computers and on electronic communications. It sets out the action, which will be taken when breaches of the guidelines occur.

You are only permitted to use the Company's computer systems in accordance with the Company's Data Protection, Monitoring Policies and the following guidelines.

### **Your responsibilities**

The Company's computer systems and software and their contents belong to the Company and they are intended for business purposes only. You are not permitted to use the Company's systems for personal use, unless authorised by your manager.

You are not permitted to download or install anything from external sources unless you have express authorisation from your manager.

No device or equipment should be attached to the Company's systems without prior approval of your manager.

The Company has the right to monitor and access all aspects of its systems, including data that is stored on the Company's computer systems in compliance with the Data Protection Act 1998.

### **System security**

You must only log on to the Company's computer systems using your own password, which must be kept secret. You should select a password that is not easily broken (e.g. not your surname).

You are not permitted to use another employee's password to log on to the computer system, whether or not you have that employee's permission. If you log on to the computer using another employee's password, you may be liable to disciplinary action up to and including summary dismissal for gross misconduct. If you disclose your password to another employee, you may also be liable to disciplinary action.

To safeguard the Company's computer systems from viruses, you should take care when opening documents or communications from unknown origins. Attachments may be blocked if they are deemed to be potentially harmful to the Company's systems.

All information, documents, and data created, saved or maintained on the Company's computer system remains at all times the property of the Company.

### **Use of e-mail**

Where the Company's computer systems contain an e-mail facility, you should use that e-mail system for business purposes only.

E-mails should be written in accordance with the standards of any other form of written communication and the content and language used in the message must be consistent with best practice. Messages should be concise and directed to relevant individuals on a need to know basis.

You should take care when opening e-mails from unknown external sources. Attachments to e-mails may be blocked if they are deemed to be potentially harmful to the Company's systems.

E-mails can be the subject of legal action (for example, claims of defamation, breach of confidentiality or breach of contract) against both the employee who sent them or the Company. As e-mail messages may be disclosed to any person mentioned in them, you must always ensure that the content of the e-mail is appropriate.

Abusive, obscene, discriminatory, harassing, derogatory or defamatory e-mails must never be sent to anyone. If you do so, you may be liable to disciplinary action up to and including dismissal without notice.

### **Internet access**

You are required to limit your use of the internet to sites and searches appropriate to your job. The Company may monitor all internet use by employees.

You are expressly forbidden from accessing web pages or files downloaded from the internet that could in any way be regarded as illegal, offensive, in bad taste or immoral.

### **Monitoring**

Monitoring of the Company's computer systems and electronic communications may take place in accordance with the Company's Monitoring Policy. Please refer to the Company's Monitoring Policy for further details.

#### **Procedure**

##### **Misuse of computer systems**

Examples of misuse include, but are not limited to, the following:

- accessing on-line chat rooms, blogs, social network sites
- use of on-line auction sites
- sending, receiving, downloading, displaying or disseminating material that discriminates against, degrades, insults, causes offence to or harasses others
- accessing pornographic or other inappropriate or unlawful materials
- engaging in on-line gambling
- forwarding electronic chain letters or similar material
- issuing false or defamatory statements about any person or organisation via the Company's electronic systems
- unauthorised sharing of confidential information about the Company or any person or organisation connected to the Company, and
- loading or running unauthorised games or software

Any evidence of misuse may result in disciplinary action up to and including dismissal without notice. If necessary, information gathered in connection with the investigation may be handed to the police.

### **Complaints of bullying and harassment**

If you feel that you have been harassed or bullied or are offended by material received from a colleague, you should inform your manager immediately.

## **Disciplinary Policy and Procedure**

### **What this policy covers**

This policy is designed to ensure that all disciplinary matters are dealt with promptly, fairly and consistently and to encourage an improvement in individual conduct and/or performance. It outlines the procedures that the Company will follow should there be a need to take disciplinary action and your right to appeal.

If your commencement date was before 6<sup>th</sup> April 2012, the Company reserves the right to discipline or dismiss you without following the Disciplinary Procedure if you have less than 12 months' continuous service.

If your commencement date was on or after 6<sup>th</sup> April 2012, the Company reserves the right to discipline or dismiss you without following the Disciplinary Procedure if you have less than 24 months' continuous service.

### **Your entitlements and responsibilities**

The Company aims to deal with disciplinary matters promptly and fairly.

You have the right to appeal against a decision the Company makes at a disciplinary meeting. In these cases, the Company will make every effort for the appeal to be dealt with by a different manager to the person who dealt with the matter initially.

The Company's decision at the appeal stage is final and there is no further right of appeal.

You have a responsibility to assist the Company, if required, to investigate the matters raised at disciplinary meetings and comply with the disciplinary procedures.

### **Disciplinary sanctions**

The level of the disciplinary sanction, if any, will be determined by the severity of the offence. The Company will normally select one of the following:

#### **Written warning**

A Written Warning will usually be applied as the first step of corrective action following unsatisfactory performance or conduct offences.

The Company will define the unacceptable acts and explain the conduct or standards required in the future. You will be advised in writing that a failure to improve the standard of conduct or performance may result in further disciplinary action. A time limit will be placed on the warning.

### **Final written warning**

A Final Written Warning is usually applied after a Written Warning has been given and performance or conduct has not improved but may be applied after a more serious first or a second offence.

You will be advised in writing that a failure to improve the standard of conduct or performance may result in dismissal. A time limit will be placed on the warning.

### **Dismissal**

Dismissal occurs when your employment is terminated either with or without notice. Dismissal without notice is also referred to as 'summary dismissal' and is restricted to cases of gross misconduct.

The Company reserves the right, at its complete discretion, to impose a sanction short of dismissal if it is deemed appropriate. This may include demotion, transfer to a different post or another appropriate sanction. Any such decision will be confirmed to you in writing once you have been informed of the outcome.

### **Disciplinary procedure**

#### **Suspension from work**

If the Company believes it is appropriate, it may decide to suspend you from your work pending further investigation or disciplinary action. Suspension itself is not a disciplinary sanction.

If a decision to suspend is made, you will be informed verbally and this will usually be followed up in writing. While you are suspended, you should not attend work or make contact with anyone connected to the Company unless otherwise instructed by the Company. If you need to contact anyone connected to the Company while you are suspended, you must notify your manager. Any reasonable request will not be refused. Breach of the terms of your suspension may result in additional disciplinary action up to and including dismissal without notice.

The Company will endeavour to keep any suspension as brief as possible. Any period of suspension will be on full pay. However, should you fail to co-operate at any time with the investigatory process, for example by failing to attend any meeting, without good reason then the Company reserves the right to treat this as unauthorised absence and this may result in pay being withheld until such time as you attend any rearranged meeting.

#### **Investigation Meetings**

Depending on the circumstances, you may be required to attend Investigation Meetings before a decision is taken to invoke the disciplinary procedure. An Investigation Meeting is an informal meeting and so you are not permitted to be accompanied unless you are under the age of 18 (when a parent or guardian will be permitted).

Depending on the outcome of the investigation, the Company will decide whether or not to proceed with a Disciplinary Meeting.

If it is decided that there is no case to answer then you will be informed of this fact either verbally or in writing. You will be expected to return to work at the agreed date and time. This will end the process.

### **Invitation to a Disciplinary Meeting**

If you are required to attend a Disciplinary Meeting, the Company will inform you of this in writing.

In the letter, the Company will set out the issues that are to be considered, how seriously these are being viewed, the potential consequences and details of any intention to call witnesses. The letter will also inform you of the date and time of the meeting to allow you sufficient time to prepare your case.

As this is a formal meeting, the letter will also detail your right to be accompanied.

### **Your right to be accompanied at a Disciplinary Meeting**

You are entitled to be accompanied at a Disciplinary Meeting by a fellow employee or a Trade Union official. With the exception of those under the age of 18, when a parent or guardian will be permitted, no other person will be permitted to attend.

Should you wish to be accompanied, you must notify the Company of the name and position of your chosen companion as soon as possible.

The Company may require you to choose someone else in circumstances where it believes the chosen companion may have a conflict of interest, or may prejudice the meeting or it would be unreasonable to allow your chosen companion to attend.

Your companion is permitted to put forward and summarise your case, respond on your behalf to views expressed in the meeting, ask questions and confer with you, but will not be entitled to answer questions directly on your behalf.

### **Action if you cannot attend the meeting on the proposed date**

If you feel that you have a legitimate reason as to why you cannot attend the meeting on the proposed date, you must contact the person named on the invitation letter to advise them of this fact immediately. The meeting may then be delayed to facilitate your attendance, if this is considered reasonable.

### **Attending the disciplinary meeting**

You must attend the meeting at the proposed time. Failure to participate in the process or attend arranged meetings without good reason may result in additional disciplinary action or a decision being made in your absence.

Prior to the meeting, you should ensure that you are fully prepared to answer questions relating to the incident/circumstances in question. At the meeting you will be given every opportunity to state your case, present any evidence and call relevant witnesses before any decision is made.

### **After the Disciplinary Meeting**

At the end of the meeting there will normally be an adjournment to allow for consideration of the facts. You will be informed of the outcome and any sanction will be confirmed in writing to you as soon as possible.

In some circumstances there may be a need to adjourn and reconvene a meeting at a later date, to allow further investigation. In this case you will be advised accordingly.

### **Notification of the decision and disciplinary sanction**

Following the Disciplinary Meeting, the Company will notify you of its decision and the disciplinary sanction it will apply. This letter will also explain your right to appeal against any decision taken and sanction applied.

### **Your right of appeal against disciplinary action**

If you wish to appeal against a decision you must submit your request in writing, stating the reasons for the appeal, to the individual identified in the letter confirming the sanction. This should be submitted within five working days of receiving notification.

### **The Appeal Meeting**

You will be informed of the date and time of the Appeal Meeting. If you feel that you have a legitimate reason as to why you cannot attend the meeting on the proposed date, you must contact the person named on the invitation letter to inform them of this fact immediately. The meeting may then be delayed to facilitate your attendance, if this is considered reasonable. You will be entitled to be accompanied by a fellow employee or a Trade Union official.

At the Appeal Meeting you will be given an opportunity to state your case. Your companion is permitted to put forward and summarise your case, respond on your behalf to views expressed in the meeting, ask questions and confer with you, but will not be entitled to answer questions directly on your behalf.

The meeting will then be adjourned to allow the Company to consider the facts and the decision will be confirmed in writing. The outcome will be communicated as soon as possible, taking into account the complexity of the issues raised in the appeal. The decision at this stage will be final.

## **Equal Opportunities and Diversity**

### **What this policy covers**

The Company recognises the benefits of a diverse workforce and is committed to providing a working environment that is free from discrimination.

The Company will seek to promote the principles of equality and diversity in all its dealings with employees, workers, job applicants, clients, customers, suppliers, contractors, recruitment agencies and the public.

All employees and those who act on the Company's behalf are required to adhere to this policy when undertaking their duties or when representing the Company in any capacity.

## **Your entitlements and responsibilities**

### **Unlawful discrimination**

Unlawful discrimination of any kind in the working environment will not be tolerated and the Company will take all necessary action to prevent its occurrence.

Specifically, the Company aims to ensure that no employee or job applicant is subject to unlawful discrimination, either directly or indirectly, on the grounds of gender, race (including colour, nationality and ethnic origin), disability, sexual orientation, marital status, part-time status, age, religion or belief. This commitment applies to all aspects of employment, including:

- recruitment and selection, including advertisements, job descriptions, interview and selection procedures;
- training;
- promotion and career-development opportunities;
- terms and conditions of employment, and access to employment-related benefits and facilities;
- grievance handling and the application of disciplinary procedures;
- selection for redundancy.

Equal opportunities practice is developing constantly as social attitudes and legislation change. The Company will review all policies and implement necessary changes where these could improve equality of opportunity.

### **Recruitment of ex-offenders**

The Company actively promotes equality of opportunity for all candidates, including those with criminal records where appropriate.

The Company requires you to provide details of any criminal record at an early stage in the application process. Any such information should be sent in a separate confidential letter to the designated person. Only those who need to see it as a formal part of the recruitment process will have access to this information.

Having a criminal record will not necessarily prevent you from being appointed.

Any recruitment decision will depend on the nature of the position and the circumstances and background of the offence(s). The Company will discuss with you the relevance of any offence to the job in question.

If you fail to reveal any information relating to disclosures in accordance with the Company's Disclosures Policy, this may lead to the withdrawal of an offer of employment.

### **Career development**

While positive measures may be taken to encourage under-represented groups to apply for employment opportunities, recruitment or promotion to all jobs will be based solely on merit.

All employees will have equal access to training and other career-development opportunities appropriate to their experience and abilities.

However, the Company will take appropriate positive action measures (as permitted by equal opportunities legislation) to provide specialist training and support for groups that are under-represented in the workforce and encourage them to take up training and career-development opportunities.

## **Procedure**

### **Complaints of discrimination**

The Company will treat seriously all complaints of discrimination made by employees, clients, customers, suppliers, contractors or other third parties and will take action where appropriate.

If you believe that you have been discriminated against, you are encouraged to raise the matter as soon as possible with your manager or other senior employee using the Company's Grievance Procedure (outlined elsewhere in the Employee Handbook).

Allegations regarding potential breaches of this policy will be treated in confidence and investigated thoroughly. If you make an allegation of discrimination, the Company is committed to ensuring that you are protected from victimisation, harassment or less favourable treatment. Any such incidents will be dealt with under the Company's Disciplinary Procedures.

### **Investigating accusations of unlawful discrimination**

If you are accused of unlawful discrimination, the Company will investigate the matter fully.

During the course of the investigation, you will be given the opportunity to respond to the allegation and provide an explanation of your actions.

If the investigation concludes that the claim is false or malicious, the complainant may be subject to disciplinary action.

If the investigation concludes that your actions amount to unlawful discrimination, you will be subject to disciplinary action, up to and including dismissal without notice for gross misconduct.

## **Grievance**

### **What this policy covers**

A grievance is any concern, problem or complaint that you have in relation to your employment.

Where possible, you should try to settle any grievance informally with your manager at the earliest opportunity. Where any grievance is unable to be resolved informally, this policy sets out the Company's Grievance Procedure.

### **Your responsibilities**

You have a responsibility to raise any grievances promptly and reasonably, assist the Company, if required, in any investigation of the matters raised in your grievance, follow the grievance procedure and attend all meetings arranged under it.

You may raise grievances either informally or formally. If you raise a grievance informally first, you may still raise the grievance formally subsequently if it is not resolved to your satisfaction.

The Company aims to deal with all grievances promptly and impartially, and to make all reasonable efforts to achieve a satisfactory outcome.

You have the right to appeal against a decision the Company makes in respect of a grievance raised by you. In these cases, the Company will make every effort for the grievance to be dealt with by a different manager to the person who dealt with the grievance initially.

The Company's decision at the appeal stage is final and there is no further right of appeal.

## **Procedure**

### **Dealing with grievances informally**

If you have any grievance, you should discuss this with your manager in the first instance, who will then attempt to resolve the situation on an informal basis.

If you feel unable to approach your manager directly, you should approach another manager or a more senior member of the Company, who will discuss with you ways of dealing with the matter.

If attempts to resolve the matter informally do not work, it may be appropriate for you to raise a formal grievance under the following formal procedure.

### **Your right to be accompanied at Grievance Meetings**

At all formal stages of this procedure, you are entitled to be accompanied by a fellow employee or by a trade union official. If you are under 18, your parent or guardian will be allowed to accompany you.

Should you wish to be accompanied, you must notify the Company of the name and position of your chosen companion as soon as possible.

### **Formal procedure**

The Company will make all reasonable efforts to deal with formal grievances in a fair and consistent manner. While the Company will make every effort to settle any grievance within the time limits detailed in this procedure, this may not be possible on some occasions.

You must set out the nature of the grievance, and the full particulars of it, in writing. The written grievance should be submitted to your manager in the first instance, or to the person identified in your contract of employment. If your grievance is against your manager, you should submit it to another manager or a more senior member of the Company.

### **Attending the Grievance Meeting**

You will be invited to a meeting to discuss the grievance, normally within five working days of the Company receiving your grievance. You must take all reasonable steps to attend this meeting.

Prior to the meeting, you should ensure that you are fully prepared to present your grievance, share any supporting evidence and answer any questions relating to the incident/circumstances in question.

### **Notification of the outcome**

After the Grievance Meeting, an appropriate period of time may be taken to allow for any further investigation and/or the consideration of all the facts before a decision is reached. The Company will then, normally, inform you in writing of its decision regarding the raised grievance without unreasonable delay. The letter will also explain your right to appeal against any decision taken.

### **Appeals against grievance outcomes**

If you are dissatisfied with a decision made regarding a grievance you have raised, you have the right of appeal. Whenever possible, the appeal will be dealt with by a different manager to the person who dealt with the grievance.

Your appeal must be made in writing, stating the reasons for the appeal, to the individual identified in the decision letter. This should be submitted no later than the end of the fifth working day after you received written notification.

### **The Appeal Meeting**

The Company will arrange and hold an Appeal Meeting as quickly as possible, normally within five days. You will be entitled to attend the Appeal Meeting and will be given an opportunity to state your case.

You must take all reasonable steps to attend this meeting. If you feel that you have a legitimate reason as to why you cannot attend the meeting on the proposed date, you must contact the person named on the invitation letter to inform them of this fact immediately. The meeting may then be delayed to facilitate your attendance, if this is considered reasonable.

## **Harassment and Bullying**

### **What this policy covers**

As part of the Company's overall commitment to equality of opportunity, it is fully committed to promoting a fair and harmonious working environment in which everyone is treated with respect and dignity and in which no individual feels bullied, threatened or intimidated. The aim of this policy is to prevent harassment and bullying in the workplace which includes harassment and bullying by other workers or by third parties you encounter while doing your job.

Harassment or bullying at work in any form is unacceptable behaviour and will not be permitted or condoned and will be viewed as a gross misconduct offence which may result in dismissal without notice.

## **What is harassment and bullying?**

Harassment and bullying detract from a productive working environment and can impact on the health, confidence, morale and performance of those affected by it, including anyone who witnesses or has knowledge of the unwanted or unacceptable behaviour.

### **Definition of harassment**

Harassment is any unwanted physical, verbal or non-verbal conduct based on sex, sexual orientation, marital or civil partnership status, gender reassignment, religion or belief, age, race or disability which affects the dignity of anyone at work or creates an intimidating, hostile, degrading, humiliating or offensive environment.

A single incident of unwanted or offensive behaviour can amount to harassment. Some examples are given below, but many forms of behaviour can constitute harassment. These examples are:

- physical conduct, ranging from touching, pushing or grabbing to punching or serious assault
- verbal or written harassment through jokes, offensive language, defamatory remarks, gossip, threats or letters
- unwelcome sexual behaviour, including unwanted suggestions, propositions or advances
- the sending or displaying of material that is pornographic or obscene, including e-mails, text messages, video clips, photographs, posters, emblems or any other offensive material
- isolation, non-co-operation at work or exclusion from social activities
- coercion, including pressure for sexual favours
- inappropriate personal contact, including intrusion by pestering or spying

It should be noted that it is the impact of the behaviour that is relevant and not solely the motive or intent behind it.

### **Definition of bullying**

Bullying is persistent, offensive, abusive, intimidating or insulting behaviour, which, through the abuse of power, makes the recipient feel upset, threatened, humiliated or vulnerable.

Bullying can be a form of harassment and can undermine an individual's self-confidence and self-esteem and cause them to suffer stress.

Bullying can take the form of physical, verbal and non-verbal conduct. As with harassment, there are many examples of bullying, which can include:

- shouting at or humiliating others
- high-handed or oppressive levels of supervision
- unjustified, offensive and/or insulting remarks about performance
- excluding employees from meetings, events or communications without good cause

- physical or emotional threats

Bullying can occur in the workplace and outside of the workplace at events connected to the workplace, such as social functions or business trips.

### **Your rights**

You have the right to work in an environment, which is free from any form of harassment or bullying. The Company recognises your right to complain about harassment or bullying should it occur. All complaints will be dealt with seriously, promptly and confidentially.

Every effort will be made to ensure that, when you make a complaint, you will be protected from further acts of bullying and harassment. If others also give evidence or information in connection with the complaint, they equally will be protected. Perpetrators of these acts will be subject to disciplinary action, which may warrant dismissal.

### **Your responsibilities**

You have a responsibility to help ensure a working environment in which the dignity of everyone is respected. You must comply with this policy and you should ensure that your behaviour to colleagues and anyone connected to the Company does not cause offence and could not in any way be considered to be harassment or bullying.

You should discourage harassment and bullying by making it clear that you find such behaviour unacceptable. You should also support colleagues who suffer such treatment and are considering making a complaint. You must alert a manager or supervisor immediately to any incident of harassment or bullying to enable the Company to deal with the matter promptly and effectively.

### **The Company's responsibilities**

The Company will ensure that adequate resources are made available to promote respect and dignity in the workplace and to deal effectively with complaints of harassment and bullying. This policy and procedure will be communicated effectively to all employees, and the Company will ensure that all employees are aware of their responsibilities. Appropriate training, where necessary, will be provided.

### **Procedure**

- A. Any complaint should be made to a manager.
- B. Where the allegations of bullying concern an employee's line manager, the employee should make a complaint to his or her line manager's manager.
- C. Complaints will be viewed seriously and treated confidentially.
- D. Care will be taken during an investigation to treat all employees involved with consideration.
- E. Once the investigation is completed, the manager who has conducted it will decide, on the strength of the findings, the appropriate action to be taken. This may include disciplinary action.
- F. The complaints procedure can be informal or formal. The employee must decide which procedure to use.

## **Informal Procedure**

- a. Employees should keep a written record of any incidents of bullying, including the date, time, nature of incident, the names of those involved and the names of any witnesses.
- b. If possible, the person who is bullying should be told by the individual who is being bullied that the behavior is offensive and unwanted, and must stop. A colleague can act as a witness when this statement is made. Alternatively, an appropriate line manager can, with the bullied employee's agreement, speak to the alleged perpetrator.
- c. Whenever possible, any complaint of bullying should be made in the first instance to the immediate line manager or supervisor.

## **Formal Procedure**

- a. Where informal methods fail, or the employee chooses not to use them or considers that the problem is sufficiently serious, a formal complaint can be made. The complaint must be made in writing, describing the incident(s) as fully as possible. This complaint should be given to the manager.
- b. A manager will be appointed to investigate the complaint, and will interview the person against whom the allegations are made, the complainant and any relevant witnesses. These interviews will be conducted in confidence. All employees who are party to these proceedings can choose to be accompanied by a work colleague or trade union representative.
- c. The investigation should be concluded within four weeks of the complaint being received. If this time limit is exceeded, the complainant should be advised of this and given a date when the investigation will be concluded and the reasons for the delay.
- d. The investigating manager must keep a detailed written record of the investigation, its findings and recommendations. The complainant and the person(s) against whom the allegation has been made must be informed in writing of the findings by the investigating manager.
- e. Once the investigation is complete, the appropriate manager will review the investigator's recommendations and, where appropriate, carry these out. The aim should be to put a stop to the bullying, prevent its recurrence and, where appropriate, instigate the disciplinary procedure in respect of the employee who perpetrated the bullying.
- f. If the complainant is not satisfied with the outcome and/or any actions taken, or with the way in which the complaint was handled, he or she may appeal, in writing, stating the grounds for the appeal.
- g. An appeal meeting will be arranged as soon as is reasonably practicable and usually within 5 working days (10 days maximum) of receiving the appeal. Wherever possible a different manager will conduct the appeal and will carry out such further investigation as is deemed appropriate. The employee who has appealed can choose to be accompanied by a work colleague or trade union representative at the appeal meeting.

- h. A written record must be kept of the appeal meeting and any prior investigation. The complainant and any other person affected by the complaint must be informed of the findings in writing by the manager who conducted the appeal. The appeal decision will be final.
- i. If disciplinary action is justified, a disciplinary hearing will be arranged within 15 working days of the decision of the investigating manager.
- j. The employee against whom the allegation of bullying has been made will have the right to be accompanied at this hearing by a work colleague or trade union representative, and will have the opportunity to challenge the evidence and to state his or her case. The hearing will be conducted in accordance with the care service's disciplinary procedure.
- k. Any disciplinary action taken will reflect the severity of the offence and may include the transfer of the employee accused of bullying, on a temporary or permanent basis, or dismissal. The employee may appeal against the penalty in accordance with the care service's disciplinary appeals procedure.

### **Mediation (Optional Clauses)**

- 1. At any stage in the informal and formal procedure, independent and impartial mediation conducted by a qualified mediator will, at management discretion, be made available to assist in the resolution of the dispute between the person who is being bullied and the perpetrator.
- 2. If either party wishes to request third party mediation, he or she may do so by speaking to the line manager of the perpetrator. However mediation will only be considered where both parties agree to enter into the process.

### **General Considerations**

- a. The appropriate manager must ensure that any employee who makes a complaint of bullying is not victimised.
- b. Any complaints found to be false and malicious will result in disciplinary action being taken against the complainant.

## **Lone Working Policy**

### **Policy Statement**

Explora Haven works on the principle that lone workers should not be at more risk than other employees.

Explora Haven understands lone workers to be those who work without close or direct supervision or company for substantial periods of time. This includes most domiciliary care staff who visit and care for service users in their own homes.

In this context the organisation understands its legal duties as an employer, which are to assess any risks to lone workers and take steps to avoid or control those risks

where necessary. The organisation recognises that staff working alone in potentially isolated conditions have no immediate backup or support and so are at a greater risk of injury through aggression or violence directed towards them from service users, relatives, carers or the general public. The organisation also recognises that staff working alone need to rely on their own judgment and initiative and may be at a greater risk of making mistakes or errors.

The organisation recognises that training is particularly important for lone workers and research shows that adequate training is the single most critical factor in avoiding panic reactions in unusual situations. In particular lone workers need to be deemed competent to work alone, to be sufficiently experienced and to understand the risks and precautions needed fully. The organisation understands its duty as an employer to ensure employees are competent to deal not only with the day-to-day facets of their work but with circumstances which are new, unusual or beyond the scope of their training, for example, if threatened with aggression and violence.

### **Lone Worker Supervision Policy**

By definition lone workers are those who work without constant supervision throughout their working day, therefore procedures must be put in place to monitor lone workers to ensure they remain safe and to provide supervision on a regular basis. This includes supervisors periodically visiting and observing those working alone and regular contact between the lone worker and supervision by telephone.

The organisation believes that supervision helps to ensure that employees understand the risks associated with their work and that the necessary safety precautions are carried out. The extent of supervision required depends on the risks involved and the ability of the lone worker to identify and handle health and safety issues.

### **Lone Worker Security Policy**

When a member of staff visits a service user in their own home he or she may be at risk through health and safety hazards in and around service users' homes and of physical or verbal assaults and hostility from service users, relatives and the general public. Recent evidence suggests that such incidents may be on the increase and home visiting protocols should take this into account, particularly in high risk areas such as high crime rate areas.

In this organisation:

1. The assessment of all new referrals should include a risk assessment which includes threats from health and safety hazards and from aggression and violence and other threats to lone working
2. Lone workers should carry panic alarms and mobile phones so that they can summon help quickly, all phones should include an emergency number which will be attended at all times that staff are working
3. Lone workers should call in at regular intervals to report that they are safe, including at the end of a shift
4. Administration staff in the central office should log and keep details of all home visits as well as having access to the names, addresses and telephone numbers of service users

5. Administration staff in the central office should contact the duty manager in the event of any emergency situations
6. In a situation where a lone worker feels under immediate threat of their physical safety they should contact the police directly or inform the duty administrator who should contact the police for them; the administrator should be careful to take all appropriate information from the lone worker, such as location and telephone number, and to pass this on to the police, after the incident the lone worker should fill in an incident report form.

It is strongly advised that staff carry in their cars the absolute minimum amount of equipment and that they always park their car in a well-lit, public place if at all possible. Thefts from cars are a major area of concern and muggings of care staff are a real threat, especially in high crime areas. If on foot then care staff should avoid dark, unlit, isolated routes to work.

In cases where care is to be provided in a high crime area or to a service user with a known history of aggression or violence associated with them, then a full risk assessment should be completed by the supervisor/manager. Where there is significant risk then the care plan should be altered accordingly, either by reviewing the case with the relevant case manager or by arranging for care workers to attend in pairs.

### **Untoward Incidents**

Untoward incidents, including all incidents, which involve the use or threat of aggression or violence, should be regularly reviewed and audited.

## **Maternity and Adoption Leave**

### **What this policy covers**

This policy outlines your statutory rights and responsibilities when you are pregnant, give birth or adopt a child. It also outlines the arrangements and notification requirements before, during and after a period of Maternity or Adoption Leave, your statutory entitlements to pay during your leave and your right to return to work following Maternity or Adoption Leave.

This policy also covers associated issues such as holidays.

### **Your entitlements**

#### **Time off for antenatal care**

If you are pregnant, you have the right to take reasonable time off work, with pay, during your working hours to receive antenatal care, regardless of your length of service. This includes relaxation and/or parent craft classes, when this has been recommended on medical grounds by your registered medical practitioner or registered midwife.

The Company requires you to give reasonable notice when making a request to take time off for scheduled antenatal appointments. Prior to time off being authorised, you will also be required to provide a copy of your appointment card and/or medical certificate confirming your pregnancy, with the exception of your first appointment.

## **Different types of leave available**

If you are pregnant or you have recently given birth, you are entitled to Maternity Leave.

If you adopt a child, either you or your partner will be entitled to Adoption Leave. Adoption leave can be taken by either partner adopting a child jointly, regardless of your gender. To obtain the benefit of these rights, you must comply with the qualifying conditions that are outlined below.

Where you meet the eligibility criteria, you are entitled to 52 weeks' Maternity or Adoption Leave, in order to care for a new baby or a newly adopted child who is up to 18 years of age.

Maternity and Adoption Leave is made up of 26 weeks' Ordinary Leave, followed by 26 weeks' Additional Leave. Additional Maternity Leave (AML) or Additional Adoption Leave (AAL) follows immediately after the end of your Ordinary Leave. There can be no gap between the two types of leave.

New mothers and adoptive parents have the right to transfer all, or part, of their AML or AAL entitlement to the other parent. Further details can be found in the Paternity Leave policy (outlined elsewhere in the Employee Handbook).

## **Compulsory Maternity Leave**

When you give birth, you are legally compelled to take a minimum of two weeks' Maternity Leave immediately after giving birth. For health and safety reasons, new mothers who work in a factory have a longer minimum period of four weeks.

## **Benefits during Maternity or Adoption Leave**

During Maternity or Adoption Leave, you are entitled to receive all your normal contractual benefits, including annual holiday entitlement, with the exception of your normal pay.

## **Statutory Maternity and Adoption Pay (SMP/SAP)**

SMP and SAP is payable for up to 39 weeks.

The first six weeks of SMP is payable at the higher rate, which is the equivalent of 90% of your normal earnings. Your normal earnings are calculated based on the eight-week period before the Qualifying Week, i.e. the 15th week before your expected week of childbirth. The remaining 33 weeks of SMP are payable at a standard rate for the relevant tax year and can change each year.

SAP is payable for up to 39 weeks, also at a standard rate for the relevant tax year, and can change each year.

If your earnings are below the standard rate set by the Government, you will be paid at the equivalent of 90% of your average earnings in the eight-week period before the Qualifying Week or the date the child is matched.

If you do not qualify for SMP or SAP, you may be entitled to claim for an allowance of financial support by contacting your local benefits office.

## **Qualifying for SMP and SAP**

To qualify for SMP or SAP you must:

- have average weekly earnings equal to or above the Lower Earnings Limit for National Insurance purposes during the eight-week period up to and including the Qualifying Week or the date you are matched with a child
- have been continuously employed for at least 26 weeks, ending with the 15<sup>th</sup> week before your expected week of childbirth (the 'Qualifying Week') or the date you are informed by the approved adoption agency, or the central authority, that you have been matched with a child
- (if you are pregnant) still be pregnant at the 11<sup>th</sup> week before your expected week of childbirth or have had the child by that time
- give the Company at least 28 days' notice (or, if that is not possible, as much notice as is reasonably practicable) of the day you would like your SMP or SAP to start
- provide the Company with the appropriate medical certification of your expected week of childbirth, normally using the medical certificate MAT B1, or provide a written declaration that you have chosen to receive SAP rather than Statutory Paternity Pay

### **Returning to work after Maternity or Adoption Leave**

You do not need to give notice of your return to work if you simply return at the end of your Maternity or Adoption Leave period.

If you wish to return to work before the full entitlement of your Maternity or Adoption Leave has ended, or change your mind about the intended date of return to work, you must give the Company a minimum of eight weeks' notice of the intended date of your return.

In the event that you fail to give the required eight weeks' notice of an earlier date of return, the Company may postpone your return until the end of the eight weeks' notice you should have given, or until the end of the Maternity or Adoption Leave period, whichever is earlier.

You are entitled to return to your original job at the end of Ordinary Maternity or Adoption Leave. Where you take Additional Maternity or Adoption Leave, you are also entitled to return to your original job at the end of the Additional Leave. However, if this is not reasonably practicable, you will be offered a similar role on no less favourable terms and conditions.

You will not lose the right to return to work if you do not follow the correct notification procedures. However, the Company may take appropriate disciplinary action if you fail to return to work at the end of the Maternity or Adoption Leave period.

In the event that you are unable to return to work at the end of the Maternity or Adoption Leave due to ill health, the Company's normal sickness absence rules, procedures and payments will apply.

### **Holiday entitlement and Maternity or Adoption Leave**

Annual holiday entitlement will continue to accrue during the whole of your Maternity or Adoption Leave. You must discuss and agree with the Company, in advance, when your accrued holiday entitlement can be taken.

Holiday entitlement cannot be taken simultaneously with Maternity or Adoption Leave. Accrued holiday can only be taken either before the beginning of the Leave or after the end of the Leave. Authorisation must be obtained from the Company in the normal way prior to your accrued holiday being taken.

### **Contact during Maternity or Adoption Leave**

The Company may make reasonable contact with you during your Maternity or Adoption Leave. In addition, you may attend work during your Maternity or Adoption Leave, for a limited period, without affecting your Maternity or Adoption Leave. These days are referred to as Keeping in Touch days (see below).

### **Keeping in Touch (KIT) days**

During your Maternity or Adoption Leave, you may work up to 10 days for the Company, during your Leave, without losing your right to your Maternity or Adoption Leave pay.

Any days worked will be paid at your normal rate of pay, and any SMP or SAP will be taken into account for these purposes.

Neither you nor the Company is under any obligation to agree to work or provide work for KIT days.

### **Pension contributions during Maternity or Adoption Leave**

If you receive the benefit of contractual pension contributions made by the Company, these will continue to be paid at the full rate up to the end of your Maternity or Adoption Leave.

## **Procedures**

### **Notification procedures for Maternity Leave**

If you are pregnant and give birth to a child, you are entitled to take Maternity Leave. To be eligible, you must comply with the rules and procedures set out below:

- no later than the end of the 15th week before the week your child is due, you must give the Company notice of:
- the fact that you are pregnant and the date on which you intend to start your Maternity Leave
- the expected week of childbirth, which must be confirmed by providing the medical certificate MAT B1
- within 28 calendar days of you giving notice, the Company will respond in writing, to confirm the date on which your Maternity Leave will end. This will normally be 52 weeks from the start of your Maternity Leave
- the earliest you may start your Maternity Leave is 11 weeks before your expected week of childbirth. However, Maternity Leave will start automatically if you give birth before this date

Your Maternity Leave will automatically start if you are absent from work for a pregnancy-related illness during the four weeks before your expected week of childbirth.

## **Changing the start of your Maternity Leave**

You may change your mind about when you want to start your Maternity Leave, as long as you notify the Company, in writing, of your new start date. You must give the Company the relevant notice by whichever date is the earlier of the following notice periods:

- 28 days before the date on which you originally intended to start your leave

Or

- 28 days before the new date on which you want to start your leave

## **Notification procedures for Adoption Leave**

If you adopt a child, you are entitled to Adoption Leave. This right applies to both men and women.

The partner of an individual who adopts, or the other partner of a couple adopting a child jointly, may also be entitled to Paternity Leave and Statutory Paternity Pay.

If you are part of a couple that adopts a child, you can choose which partner will take Adoption Leave and which will take Paternity Leave. Either partner can choose the type of leave that applies to them.

To qualify for Adoption Leave, you must:

- be newly matched with a child for adoption by an approved adoption agency
- have notified the agency that you agree that the child should be placed with you and have agreed the date of placement
- have worked continuously for the Company for 26 weeks ending with the week in which you are notified of being newly matched with a child by the agency
- notify the Company of when you want to take Adoption Leave no more than seven calendar days after being notified that you have been matched with a child

You should also give the Company the matching certificate from the approved adoption agency as evidence of your entitlement to Adoption Leave. Only one period of Adoption Leave will be available, irrespective of whether you have more than one child placed with you for adoption as part of the same arrangement.

Within 28 calendar days of you giving notice, the Company will respond in writing to you, confirming the date when your Adoption Leave will end. This will normally be 52 weeks from the start of the Adoption Leave.

You may choose to start your Adoption Leave either from;

- the date of the child's placement

Or

- a fixed date, which can be up to 14 calendar days before the expected date of the child's placement

## **Changing the start of your Adoption Leave**

You may change your mind about when you want to start Adoption Leave, as long as you notify the Company, in writing, of your new start date. You must give the Company the relevant notice by whichever date is the earlier of the following notice periods;

- 28 days before the date you originally intended to start your leave or
- 28 days before the new date you want to start your leave

## **Overseas adoption**

If you are adopting a child from overseas, you must have received official notification that the adoption has been approved by the central authority and give the Company notice, in writing, at each of the three notification stages.

The Company will require copies of official notification as evidence of the child arriving in the UK and to support your request to take Adoption Leave.

The procedures for overseas adoption are determined by the central authority and are thorough. In the first instance, you should discuss your intention to take Adoption Leave within 28 days of the date on which you received the official notification

## **Mobile and Office Telephones**

### **What this policy covers**

This policy outlines your responsibilities in respect of Company mobile and office telephones and the rules relating to personal mobile phones at work.

### **Your entitlement and responsibilities**

#### **Provision and use of equipment**

If the Company provides you with a mobile phone or use of a landline for business purposes, the Company will meet the rental and standard costs in respect of business calls. You must ensure that the mobile phone and accessories are kept in good condition at all times and that your mobile phone is charged and available for use during working hours.

You must observe any site specific restrictions imposed by other organisations regarding the use of mobile phones, including requests to keep mobile phones turned off.

#### **Inappropriate use**

The content of text messages and voicemail must comply with the standards required of any other form of written or verbal communication and be consistent with accepted conventions and practice.

Abuse of the text or voice messaging facility may result in disciplinary action. The sending and/or receiving of any material which is, in the opinion of the Company inappropriate i.e. defamatory; offensive or obscene; untrue or malicious; may constitute gross misconduct and result in summary dismissal.

If you receive an inappropriate text or voice message, you must notify your line manager immediately.

The Company monitors the use of its mobile and Company telephones in compliance with the Monitoring Policy. Company mobile or office telephones may not be used for personal calls unless specified otherwise in your Contract of Employment.

The Company reserves the right to deduct from your pay the cost of any personal calls made or alternative arrangements may be agreed to repay these costs.

### **Personal mobile phones**

Unless otherwise instructed, personal mobile telephones must be switched off or switched to silent mode at all times during normal working hours.

### **Loss or damage**

Your Company mobile phone is your responsibility. You must take all reasonable precautions to ensure that your mobile phone is not stolen, lost or damaged. Do not leave your mobile phone in a visible place such as in an unattended vehicle. Where possible you must set up a personal identification number (PIN) to prevent any unauthorised person from accessing or using your phone.

In the event that your Company mobile phone is stolen, lost or damaged you must contact your manager immediately.

If loss or damage is caused to your Company mobile phone as a result of your negligence, you may be charged for the cost of the repair or for a replacement phone. You may be required to reimburse the Company for the associated costs or the Company may deduct the sum owed directly from your pay.

### **Procedure**

#### **Mobile phones and Driving**

It is a criminal offence to drive (or have another person drive) a motor vehicle while using a 'hand held' mobile telephone. Driving includes sitting in a stationary vehicle while the engine is running and a 'hand held' mobile phone will include any 'hands free' mobile phone if it is held at any point during the call.

You must not use a mobile phone, including a hands-free phone, while driving. Mobile phones should only be used when the vehicle has been parked in a safe place and the engine has been switched off.

If you incur a fixed penalty or fine in relation to the use of a mobile phone whilst driving you will be responsible for the associated costs. You must inform your line manager immediately of any fine or penalty points placed on your licence or if you are disqualified from driving.

## **Returning the equipment**

If you are requested to return your mobile phone to the Company you must return the phone and accessories immediately. On termination of your employment, the mobile phone must be returned to the Company no later than the final day of your employment. The Company retains the right to deduct the cost of the mobile phone and/or accessory that is not returned, or is returned in a damaged condition due to your negligence, from your final pay.

## **Breach of this policy**

If this policy is breached the Company reserves the right to withdraw the Company mobile phone and take disciplinary action. Any breach of the policy including, but not limited to, inappropriate use of Company mobile or land-lines and using a mobile phone device whilst driving may be treated as gross misconduct and may result in your dismissal without notice.

## **Monitoring**

### **What this policy covers**

This policy sets out the Company's approach to employee monitoring, provides information relating to the types of monitoring used and the Company's obligations in relation to such monitoring and in introducing additional monitoring.

### **The Company's responsibilities**

You should be aware that the Company may carry out employee monitoring.

In addition, employee monitoring may be necessary to detect and/or investigate unauthorised or excessive use of the Company's telecommunications systems, detect and/or prevent crime and to maintain compliance with regulatory practices or procedures relevant to the Company, where applicable.

### **Types of monitoring**

The monitoring carried out may include:

- monitoring lateness via video cameras or electronic logging-in and logging-out systems
- checking e-mails and analysing e-mail traffic to ensure the system is not being abused
- checking websites visited by employees using Company systems
- recording telephone calls and checking call logs
- monitoring the use of Company vehicles via vehicle-tracking systems

The Company may use information gathered through employee monitoring as the basis for disciplinary action against employees.

If disciplinary action results from information gathered through monitoring, you will be given the opportunity to see or hear the relevant information in advance of the disciplinary meeting.

The Company will ensure data collected through monitoring is processed in accordance with the Company's Data Protection Policy and the Data Protection Act 1998 and, in particular, it will be kept secure and access will be limited to authorised individuals.

### **Additional monitoring**

The Company reserves the right to introduce additional monitoring. Before doing so, the Company will:

- identify the purpose for which the monitoring is to be introduced
- ensure that the type and extent of monitoring is limited to what is necessary to achieve that purpose
- where appropriate, consult with affected employees in advance of introducing the monitoring
- weigh up the benefits that the monitoring is expected to achieve against the impact it may have on employees

The Company will ensure employees are aware of when, why and how monitoring is to take place and the standards they are expected to achieve.

### **Covert monitoring**

If the Company has reason to believe that certain employees are engaged in criminal activity, the Company may use covert monitoring to investigate that suspicion. In such instances, any monitoring will take place under the guidance of the police and will be carried out in accordance with Data Protection legislation.

## **Parental Leave**

### **What this policy covers**

The Company recognises that working parents may need to take additional unpaid leave from work to care for their children. This policy outlines the qualifying conditions and the procedure to request Parental Leave. It also sets out how and when the leave can be taken, provides information on your contractual rights and your right to return to work following Parental Leave.

If you meet the qualifying conditions set out below, you are entitled to take the relevant Statutory Parental Leave for each child. The Company will consider all requests for Parental Leave, however, you must be aware that Parental Leave can only be authorised to be taken at a time to suit the needs of the business.

### **Your entitlements**

#### **Qualifying conditions**

In order to qualify for Parental Leave, you must have been employed by the Company for a continuous period of one year or more. You must also have responsibility for the child and you must be one of the following:

- the biological mother or father of the child

- the child's adoptive parent (male or female)
- have legal responsibility for the child, such as the child's legal guardian

You must confirm that the requested leave is intended for the purpose of spending time with or caring for the child.

### **Taking Parental Leave**

If you meet the qualifying conditions, you are entitled to the following:

- a maximum of 13 weeks' unpaid Parental Leave for each of your children under the age of five years; the leave must be taken before the child's fifth birthday
- if your child is adopted and is under the age of 18, you are entitled to a maximum of 13 weeks' unpaid Parental Leave, to be taken before the fifth anniversary of the date of placement, or before the child's 18th birthday, whichever is earlier
- if your child is disabled, you are entitled to a total of 18 weeks' Parental Leave, which can be taken at any point up to your child's 18th birthday

You should be aware that there is a maximum of four weeks' Parental Leave that can be taken in any one year.

Parental Leave can only be taken in blocks of one complete week or more, except in the case of children with a disability, when you may take Parental Leave one day at a time.

### **Contractual benefits during Parental Leave**

You are entitled to enjoy your normal terms and conditions of employment, with the exception of pay, while on Parental Leave.

### **Procedure**

If you meet the qualifying conditions detailed above, you are required to give the Company a minimum of 21 calendar days' notice, in writing, of your request to take Parental Leave. The request must specify the start and end date of the intended leave and state that the purpose of the leave is to spend time with or to take care of the child.

You must confirm if you have previously taken Parental Leave, in relation to the same child, during any previous or other employment with another employer.

You are also required to provide evidence of your responsibility to the child: either a copy of the child's date of birth or adoption placement and, if applicable, the child's entitlement to a Disability Living Allowance.

If you intend to take a period of Parental Leave immediately after a period of Paternity Leave, you must give the Company a minimum of 21 days' notice before the expected week of confinement or placement.

## **The right to postpone Parental Leave**

The Company has the right to postpone your Parental Leave for up to six months if the timing of your absence will unduly disrupt the business. However, any Parental Leave requested to take place immediately after the birth of your child, or the date of placement, will not be postponed provided that you have given 21 calendar days' notice of your intention to take Parental Leave at this time.

## **Returning to work after Parental Leave**

You are normally entitled to return to work following Parental Leave to the same position you held before commencing your leave. Your terms of employment will remain unchanged upon your return from a period of Parental Leave.

If your Parental Leave has been combined with a period of Maternity, Adoption or Paternity Leave of more than four consecutive weeks, and it is not reasonably practicable for you to return to the same position you held before commencing leave, the Company will offer you a suitable and appropriate alternative position.

## **Breach of this policy**

If you take a period of Parental Leave under this policy for any purpose other than to spend time with or otherwise care for your child, you may be subject to disciplinary action, up to and including dismissal.

# **Paternity Leave and Paternity Pay**

## **What this policy covers**

This policy outlines the different types of Paternity Leave, the qualifying conditions and the procedures that you need to follow when requesting Paternity Leave. It also provides information relating to your contractual rights and your right to return to work following Paternity Leave.

The following sections provide only a general guide; further guidance and clarification must be sought from Management.

## **Your entitlements and responsibilities**

### **Paternity Leave**

You can take Paternity Leave in relation to the birth or adoption of a child. If you are the partner of an individual who adopts, or you are the other member of a couple who is adopting jointly, you may be entitled to Paternity Leave.

If you have adopted the child, you can choose who will take the Adoption Leave and who will take the Paternity Leave. Only one period of Maternity or Adoption Leave and one period of Paternity Leave may be taken between the couple even if your partner works for a different company.

Further details of Adoption Leave entitlement are set out in the Maternity and Adoption Policy (outlined elsewhere in the Employee Handbook).

## **Different types of Paternity Leave available**

If you meet the qualifying conditions detailed above, you will be entitled to Ordinary Paternity Leave (OPL) and may also be entitled to Additional Paternity Leave (APL).

### **Ordinary Paternity Leave**

In order to qualify for Ordinary Paternity Leave (OPL) you must:

- have worked continuously for the Company for 26 weeks leading into the 15th week before the child is due; or by the week in which an approved adoption agency matches you with the child (the notification week)
- be the biological father of the child or the mother's husband or partner (male or female) or have, or expect to have, responsibility for the child's upbringing
- confirm the requested leave is intended for the purpose of caring for the child, or to support the child's mother or adoptive parent in caring for the child.

Eligible employees are entitled to take up to two weeks' paid OPL. OPL must be taken in units of either one whole week or two consecutive whole weeks. Leave may start on any day of the week, on or following the child's birth, but must be completed:

- within 56 calendar days of the actual date of birth of the child; or
- if the child is born early, within the period from the actual date of birth up to 56 calendar days after the expected week of birth.

You may change your mind about the starting date for OPL, providing you tell the Company at least 28 calendar days in advance of the changed start date (or as soon as is reasonably practicable, if not in a position to do so within the prescribed period).

### **Additional Paternity Leave**

If you meet the OPL qualifying conditions above, you are entitled to 26 weeks' Paternity Leave in order to care for the new baby or a newly adopted child who is under 18 years of age providing the following qualification criteria are also met:

you remain employed by the Company until the week before the first week of your APL

the child's mother has been entitled to Statutory Maternity Leave, pay or Maternity Allowance in respect of the pregnancy, or your co-adopter has been entitled to one or both of Statutory Adoption Leave or pay in respect of the child's adoption and

the child's mother, or your co-adopter, has returned to work

### **Ordinary Statutory Paternity Pay**

Eligible employees are entitled to be paid during their OPL following the birth or placement of their child in order to care for the child or support its mother or adoptive parent.

During OPL, most employees will be entitled to Ordinary Statutory Paternity Pay (OSPP), which will be the same as the standard rate of Statutory Maternity Pay (SMP). In order to qualify for OSPP you must:

- meet the OPL qualifying conditions mentioned above and

- have average weekly earnings equal to or above the Lower Earnings Limit for National Insurance purposes over the eight week period leading up to and including, the 15th week before the child is due or, in adoption cases, the Notification Week

In addition to meeting the conditions detailed above, the Company may request you to provide a self-certificate as evidence that the mother or adoptive parent meets these conditions. The self-certificate must also provide the information required above and include a declaration that you meet the necessary conditions.

### **Additional Statutory Paternity Pay**

If you are eligible for APL you may also be entitled to be paid Additional Statutory Paternity Pay (ASPP).

The rate of ASPP is either the standard rate set by the Government or 90% of your average weekly earnings, where this is lower.

To qualify for ASPP you must meet the OSPP qualifying conditions mentioned above. In addition, the child's mother or adopter must have returned to work, with at least two weeks of their Statutory Maternity Pay, Maternity Allowance or Statutory Adoption Pay remaining.

At least 20 weeks must also have elapsed since the birth or adoption of the child.

ASPP will only be paid for any period of APL taken during the maternity pay period of the mother or adoption pay period of the adopter. Once this pay period ends, any remaining period of APL will be unpaid.

In addition to meeting the conditions detailed above, in order to qualify for ASPP, the Company may request you to provide a self certificate as evidence that the mother or adoptive parent meets these conditions. The self-certificate must also provide the information required above and include a declaration that you meet the necessary conditions.

### **Contractual benefits during your Paternity Leave**

You are entitled to enjoy your normal terms and conditions of employment, with the exception of pay, whilst on Paternity Leave. You are also entitled to return to the same job following your leave.

If the Company provides you with an enhanced contractual right to Paternity Leave or Paternity Pay you should clearly understand, that when payment of contractual paternity pay is made this is inclusive of any SPP or ASPP entitlement i.e. you are not entitled to both.

### **Contact during Paternity Leave**

The Company may make reasonable contact with you during your Paternity Leave. In addition you may attend work during your APL, for a limited period, without affecting your Paternity Leave and paternity pay. These days are referred to as Keeping in Touch days.

## **Keeping in Touch days**

You may work up to 10 days for the Company, during your Paternity Leave, without losing your right to your paternity pay. Any days worked will be paid at your normal rate of pay, and any SPP or ASPP will be taken into account for these purposes.

Neither you nor the Company are under any obligation to agree to work or provide work for Keeping in Touch days.

## **Procedure**

### **Requesting Ordinary or Additional Paternity Leave**

If you wish to take OPL you must notify the Company by the 15th week before the expected week of childbirth, stating the week the child is due, or the date of being matched with a child, whether you wish to take one week's or two weeks' continuous leave; and the date you want the leave to start.

If you wish to take APL, you must give the Company a minimum of eight weeks' notice prior to the intended start date of your leave.

The Company will consider all requests for Paternity Leave. However, you must be aware that Ordinary Paternity Leave can only be authorised to be taken immediately after the birth or the placement of the child or if later at a time to suit the needs of the business.

### **Providing proof of entitlement**

Where the mother or adopter of the child satisfies the conditions for Maternity or Adoption Leave, you will need to provide the following documentation:

Mother or adopter declaration -

the mother or adopter must provide a written declaration stating their name and address, the date they intend to return to work after their maternity or Adoption Leave, their National Insurance number, confirmation that you are the only person exercising the entitlement to take APL in respect of the child and that they consent to the Company processing the information contained in the declaration.

Employee declaration -

you must provide the Company with a written request to take Paternity Leave. You must specify the expected week of childbirth, or the date of the child's birth or the date the child was matched. The request must also specify the start and end date of the intended leave and state that the purpose of the leave is to care for the child.

You will also be required to provide a copy of the child's birth certificate or the relevant documents issued by the approved adoption agency, the name and address of the adoption agency and the name and address of the mother's employer.

### **Taking ordinary Paternity Leave**

You are permitted to take OPL in units of either one whole week or two consecutive whole weeks.

Leave may start on any day of the week on or following the child's birth or the date of matching. Your leave must be completed within 56 calendar days of the actual date of birth of the child, or the date the child was matched.

If the child is born early, leave must be taken within the period from the actual date of birth up to 56 calendar days after the expected week of birth.

### **Taking additional Paternity Leave**

APL must be taken during the period between 20 weeks after the child's birth or placement and must end no later than 12 months after the date of birth or placement. The leave must be taken as a minimum of two weeks and up to a maximum of 26 weeks. It can only be taken in multiples of complete weeks and must be taken as one continuous period.

### **Changing the start of your Ordinary Paternity Leave**

Where you are to take OPL in respect of a child's birth or to coincide with the day a child is placed with you, you can give written notice to vary the start date of your leave from that which you originally specified.

At least 28 days before the Expected Week of Childbirth or the Expected Placement Date, notice should be given where you wish to:

- vary your leave to start on the day of the child's birth
- vary your leave to start a specified number of days after the child's birth or after the placement date of the child (minus the specified number of days)
- vary your leave to start on a specific date (or a different date from that you originally specified).

### **Changing the start or finish date of your additional Paternity Leave**

Where you are eligible to take APL, you may give written notice to cancel or vary the start and/or finish dates that you previously notified to the Company.

Where you wish to change the start of your APL, you must provide at least six weeks' notice before the original start date of your APL or if you now wish to start your APL earlier, the notice you provide must be at least six weeks before the new date on which you want your APL to start.

If you are unable to give six weeks' notice, you should give the Company written notice of your request as soon as reasonably practicable. However, in these circumstances, if your request cannot be accommodated the Company may require you to take a period of APL of up to six weeks starting on either your original or revised start date.

### **Returning to work after your Paternity Leave**

You are normally entitled to return to work following Ordinary Paternity Leave to the same position you held before commencing your leave. Your terms of employment will continue to be the same as they would have been had you not been on Paternity Leave.

If your OPL has been combined with a period of APL or a period of Parental Leave of more than four consecutive weeks, and it is not reasonably practicable for you to return to the job you held before commencing leave, the Company will offer you a suitable and appropriate alternative position.

If you are unable to return to work following a period of Paternity Leave due to sickness or injury, this will be treated as sickness absence and the normal reporting procedures will apply.

You should be aware if you do not return to work for any other reason, the Company will treat a late return as an unauthorised absence, which may result in disciplinary action up to and including dismissal without notice.

### **Breach of this policy**

If you take a period of Paternity Leave under this policy for any purpose other than to care for the child, you may be subject to disciplinary action up to and including dismissal.

## **Public Interest Disclosure ('Whistleblowing')**

### **What this policy covers**

The Company constantly strives to safeguard and act in the interest of the public and its employees. It is important to the Company that any fraud, misconduct or wrongdoing, by employees or other agents, is reported and properly addressed.

This policy applies to all employees and all other agents of the Company, who are encouraged to raise concerns in a responsible manner. The Company prefers that a concern is raised and dealt with properly, rather than kept quiet.

### **Your responsibilities**

You are encouraged to bring to the attention of the Company any practice or action of the Company, its employees or other agents that you reasonably believe is against the public interest, in that the practice or action is:

- a criminal offence
- a failure to comply with any legal obligation
- a miscarriage of justice
- a danger to the health and safety of any individual
- an attempt to conceal information on any of the above

Any individual raising legitimate concerns in good faith will not be subject to any detriment, either during or after employment. The Company will also endeavour to ensure that the individual is protected from any intimidation or harassment by any other parties.

### **Procedure**

In the first instance, you should raise any concerns you have with your manager. If you believe your manager to be involved, or if, for any reason, you do not wish to approach your manager, then you should raise it with a more senior person in the Company.

Any matter raised under this policy will be investigated promptly and confidentially. The outcome of the investigation, as well as any necessary remedial action to be taken, will be confirmed to you. If no action is to be taken, the reason for this will be explained to you.

### **Escalating your concern**

If you are dissatisfied with this response, you should raise your concerns in writing directly with the Director/Nominated Individual, Ms Julia Mills (details provided previously).

If, after escalating your concerns, you believe that the appropriate remedial action has not been taken, you should then report the matter to the proper authority. These authorities include:

- HM Revenue & Customs
- The Financial Services Authority
- The Health and Safety Executive
- The Information Commissioner

This list is not intended to be exhaustive, and you must take care to ensure you contact the proper authority in relation to the particular concerns you have.

If you raise a concern and you are found to be culpable, or in any way involved in the wrongdoing, or if you raise a concern maliciously or in a manner not prescribed in this policy, then you may be subject to disciplinary action up to and including dismissal without notice for gross misconduct.

You should not disclose to a non-relevant third party any details of any concern raised in accordance with this policy, and you must not, in any circumstances, publicise your concerns in any way.

## **Safeguarding**

### **What this policy covers**

The Company is committed to protecting service users against all forms of abuse. You have a responsibility towards service users to ensure that they are protected from abuse.

This policy sets out the Company's obligations on managing recruitment in job roles that involve working with vulnerable people and on monitoring and reporting information about you received during the course of your employment in those roles.

It also sets out your responsibilities for reporting abuse to any service users and the procedure for doing so.

## **Your entitlements and responsibilities**

### **What is "abuse"?**

Abuse is a violation of an individual's human or civil rights by another person and may consist of a single act or multiple acts. As well as physical and psychological abuse, acts of neglect or an omission to act may amount to abuse. Abuse may also occur when a child or vulnerable adult is persuaded to enter into a financial or sexual transaction to which he or she has not consented or cannot consent.

### **Recruitment**

The Company will make it clear when advertising jobs whether the work will involve "regulated activity" as defined by the Safeguarding Vulnerable Groups Act 2006.

Before an applicant can be employed in a regulated activity, the Company will require you to provide a satisfactory Enhanced Disclosure with a barred list check from the Disclosure and Barring Service to confirm your suitability to carry out regulated activity.

### **Work that becomes a regulated activity**

If your work either becomes a regulated activity or where you are asked to perform work that is a regulated activity, the Company will require you to provide a satisfactory Enhanced Disclosure with a barred list check from the Disclosure and Barring Service to confirm your suitability to carry out regulated activity.

If you refuse to undertake this check, or if you appear on the barred list, the Company will investigate whether you can continue to be employed in activities that are not regulated activities, but the Company reserves the right to dismiss you.

### **If you are added to a barred list during the course of your employment**

If you are added to a barred list during your current employment, the Company will be legally obliged not to allow you to continue to engage in regulated activity. This may mean that the Company cannot continue to employ you.

If the Company receives notification that you have been barred, the Company will investigate whether you can continue to be employed in activities that are not regulated activities, but in these circumstances the Company reserves the right to dismiss you without notice.

### **The Company's duty to refer information**

By law, the Company has a duty to refer certain information to the Disclosure and Barring Service. This includes:

if the Company has dismissed an individual because he or she has harmed, or may harm, a vulnerable adult or child

if an individual has resigned from employment with the Company in circumstances where there is a suspicion that he or she has harmed, or may harm, a vulnerable adult or child (this will apply where an allegation has been made and the employee resigns before the Company can take disciplinary action)

if the Company has suspended an individual and has reason to think the employee has engaged in "relevant conduct" or has harmed, or may harm, a vulnerable adult or child, or has received a caution or a conviction for, a relevant offence

## **Procedure**

You must remain vigilant at all times of the risk to service users of abusive behaviour from different sources including members of their family, other service users and employees.

If you believe that any service users have been subjected to abuse, you should refer the circumstances to your manager (or another manager if appropriate) for full investigation.

If the alleged perpetrator of abuse is another employee, the circumstances will be investigated fully under the Company's Disciplinary Procedure.

If necessary, the Company will refer details of the circumstances to the Independent Safeguarding Authority.

If, following full investigation of the circumstances, the Company determines that the perpetrator should be dismissed, the perpetrator's details will be referred to the Independent Safeguarding Authority.

## **Sick Pay**

### **What this policy covers**

This policy sets out your entitlement to sick pay and outlines the basic rules and qualifying criteria that apply to sick pay. The payment of sick pay is dependent on your adherence to the Company's Absence Procedures, which can be found in this Employee Handbook.

### **Your entitlements**

#### **Statutory Sick Pay**

Regardless of your length of service, if you are absent from work because of sickness or injury, you will normally be entitled to receive Statutory Sick Pay (SSP) from the Company at the prevailing rate. The payment of SSP is conditional upon you satisfying the following qualifying conditions:

your period of absence consists of at least four consecutive work days

you earn at least the 'Lower Earnings Limit' for National Insurance Contributions (NIC), which is reviewed on an annual basis

The first three days of sickness absence are classed as waiting days, and SSP will not normally be paid.

Once you have met the necessary qualifying conditions and provided the required medical evidence that you are unfit for work, SSP will be paid for each subsequent work day that you remain absent due to sickness or injury. You will only be paid for those days on which you would normally work or are scheduled to work.

SSP is normally payable for a maximum of 28 weeks.

If your absence is as a result of an injury or illness caused by a third party, any Statutory Sick Pay paid is required to be repaid if any compensation for loss of earnings is recovered from the third party.

The provisions relating to SSP are extremely complex. If you have any questions about this policy, you should discuss these with your manager.

### **Procedure**

You must comply with the Company's Absence Procedure, which is outlined in this Employee Handbook.

## **Time Off for Dependants**

### **What this policy covers**

The purpose of this policy is to ensure that employees who are genuinely in need of unpaid time off in order to deal with an emergency are treated fairly and consistently while minimising the impact on the business.

You are entitled to take a reasonable amount of unpaid time off during working hours to deal with particular situations affecting your dependants. The amount of time off will depend on the nature of the incident and your individual circumstances.

This policy explains what is meant by dependant and in which circumstances unpaid time off can be granted and sets out the notification procedures.

### **Your entitlements and responsibilities**

#### **Definition of dependant**

A dependant is:

- a spouse
- a civil partner
- a child
- a parent
- a person who lives in the same household as you other than as your tenant, lodger, boarder or employee
- any person who would reasonably rely on you for assistance or who would rely on you to make arrangements for the provision of care in the event of illness or injury
- any other person who may rely on you for the provision of care or arrangements for the provision of care

#### **What counts as time off?**

Reasonable time off will be granted in the following circumstances:

- to provide assistance when a dependant falls ill, gives birth or is injured or assaulted

- to make arrangements for the care of a sick or injured dependant or to make arrangements to deal with an unexpected disruption to their care provision
- in consequence of the death of a dependant
- to deal with an unexpected incident involving your child during school hours or those of another educational establishment

The right is only to deal with emergencies and to put care arrangements in place - for example, arranging to employ a temporary carer or arranging for the dependant to stay with relatives. You would not be entitled to time off under this policy for the on going care of the dependant.

### **Procedure**

You must inform the Company as soon as practicable of your unavailability for work, the reason for it and how long you expect to be away from work.

You do not have to do this in writing, but you will need to give the Company sufficient information for it to be determined that your time off falls under the Time Off for Dependants provision.

You may be required to provide evidence to the Company of your need to take time off under this provision.

If you fail to inform the Company as soon as is reasonably practicable that you need time off, or if you abuse the rights under this provision, you may be subject to disciplinary proceedings, up to and including dismissal without notice.

## **Training**

### **What this policy covers**

The Company recognises that all employees play a crucial role in ensuring the success of the business and is therefore committed to providing training and development to improve the skills and competence of all of its employees.

The Company will provide you with appropriate training to develop the knowledge and skills necessary for you to perform your duties effectively. Wherever possible, the Company will ensure you have every opportunity for career development.

This policy covers the different types of training and development you might expect and how the Company may recover the costs of training from you in particular cases.

### **Your entitlements**

The types of training that the Company provides falls into four broad categories: induction, occupational, internal and external.

### **Induction training**

As a new employee, you will be given a comprehensive introduction to the workplace, your colleagues, catering facilities, duties, health and safety and other procedures.

Your manager or supervisor will assess your training requirements and arrange for that training to be provided. As far as possible, the Company will meet your training needs by a combination of occupational, internal and external training.

### **Occupational training**

Throughout your employment with the Company, there may be a need to acquire new skills and these can be gained through occupational training delivered by colleagues.

### **Internal training**

Occasionally, the Company may arrange for external training providers to deliver training courses in the workplace. This form of training might be triggered by the introduction of new equipment or working methods and will be arranged when the Company feels the training cannot adequately be provided in-house.

### **External training**

External training may be provided in a variety of forms, ranging from short courses of a few hours' duration through to lengthy courses leading to the award of qualifications.

Where necessary, the Company will arrange for you to undertake external training if this cannot be provided internally.

### **Procedure**

#### **Paying back your training costs**

When you undertake external training courses with significant cost implications, you will be required, prior to commencing the course, to sign an agreement to repay all or a proportion of the costs of the course if you leave the Company's employment within a certain time period. Full details will be set out in your training cost agreement.

**Explora Haven Unit 35A  
Millennium Business Centre  
Humber Road  
London NW2 6DW**

**Tel: 020 8450 4999  
Fax: 020 8450 8893**

**E-mail: [info@explorahaven.com](mailto:info@explorahaven.com)  
[www.explorahaven.com](http://www.explorahaven.com)**



©Copyright Explora Haven (TSS) Ltd with Croner (Wolters Kluwer (UK) Limited)

# Employee Handbook

Updated June 2016; Review May 2017

