

**Tower Hamlets GP Care Group**  
**EMPLOYEE HANDBOOK**



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**WELCOME**

Welcome to our team. We would like to wish you every success during your employment with us. We hope that your experience of working here will be positive and rewarding. We need all our employees to be successful in delivering high quality patient care, and want to help each of you to play your part to the best of your ability for mutual benefit.

This Employee Handbook is designed to introduce you to our organisation and to be of continuing use during your employment.

We ask that you study carefully the contents of the handbook as it sets out important rules and regulations and also contains information on some of the main employment benefits available to you.

If you require any clarification or additional information please speak to your manager.

General amendments to the Employee Handbook will be issued from time to time.

## **JOINING OUR ORGANISATION**

### **Introduction**

We are a primary care led and run organisation and our purpose is to ensure we are able to continue to deliver high quality, responsive and accessible services to the people of Tower Hamlets.

We have developed a Mission, Vision and Values that describe what we want to achieve and how we want to work with people inside and outside of our organisation.

#### *Our mission*

Tower Hamlets GP Care Group is led by local GPs and aims to provide innovative high quality, responsive and accessible health services

#### *Our vision*

- We are committed to high quality care, compassion, improving lives, making sure everyone feels included and ensuring all local people have access to our services; especially the most vulnerable people in our community
- We will be a local ‘health employer of choice’ offering excellent employment opportunities, support and development to our workforce
- Practices will work collaboratively to offer equitable, people-centred and holistic services to patients
- We will work creatively with other providers, to ensure care is integrated and seamless, maximising the potential for excellent patients outcomes
- We fully commit to promoting and upholding the values of the NHS Constitution in all that we do
- We will ensure patients are treated with respect
- We will be a strong unified voice for general practice in Tower Hamlets

#### *Our values*

- We will work together to put patients at the heart of their care
- We will deliver high quality care that achieves the best outcomes for patients
- To innovate especially in the delivery of patient care
- Our work will focus on the reduction of inequality
- We will take a holistic view of patient care and involve the expertise of the whole multidisciplinary team to help deliver the best outcomes for patients
- Delivery of services that are free at the point of access
- We will be financially stable, managing funds carefully and reinvesting any money we may generate to maintain and improve services for the benefit of local people
- To promote healthy lifestyles and self-care
- To take an evidence based public health approach
- To develop and value our staff

- To keep the Tower Hamlets GP Care Group in the NHS and never compromise quality over profit
- We will regularly consult with patients and local stakeholders about what we do
- To be an open and transparent organisation with a no blame culture

In pursuing our Mission, Vision and Values we serve the interests of our patients living and working in the London Borough of Tower Hamlets.

## **EMPLOYEE WELCOME**

At Tower Hamlets GP Care Group we take great care to welcome all new employees to our organisation. We know that starting a new job can be a challenging as well as exciting and we want to ensure that we do everything we can to help you settle in as soon as possible.

We support you with a comprehensive Employee Induction Plan that is designed to ensure that you have everything you need to be successful in your first year with us.

## **PROBATIONARY PERIOD**

All new appointments join us on six months' probation. We will agree objectives with you and assess your work performance and general suitability for your role. At the end of your first six months we will discuss your probationary period and if satisfactory your employment will be confirmed. However, if your work performance is not at the required standard, or you are considered to be generally unsuitable, we may extend your probationary period or decide that it is appropriate to terminate your employment. We reserve the right not to apply our full contractual capability and disciplinary procedures during your probationary period.

## **NHS Employment Check Standards**

The Care Group operates the NHS Employment Check Standards. These are checks that are carried out on all new employees, covering the following:

1. Identity
2. Right to work
3. Professional registration and qualifications
4. Employment history and reference
5. Criminal record and barring
6. Work health assessments

Any offer of employment with the Care Group will be subject to satisfactory completion of these employment checks. Where this is not possible any offer of employment may be withdrawn, or where employment has already commenced, may be terminated.

## **REFERENCES**

Any offer of employment is subject to satisfactory references and we will assess if these meet with our requirements. Proof of qualifications and professional registration will also be required before your job offer can be confirmed. Receipt of references that are not of a satisfactory standard may be considered grounds for dismissal or the withdrawal of your offer of employment.

## **SERVICE TO PATIENTS**

Working for a community health provider puts you in a special position of trust and responsibility. Your terms and conditions of service are for your own and the patients' protection. Your attitude to patients and the impression you make are of prime importance and we expect you to provide a courteous and caring service to our patients at all times.

## **JOB DESCRIPTION**

The job description is intended as an outline of the general areas of activity. It provides guidance and is not intended to limit the number or range of duties that could reasonably be expected of any job holder. Amendments may be made to your job description from time to time, in discussion with you, in relation to our changing needs and your own abilities.

## **JOB FLEXIBILITY**

It is an express condition of employment that you are prepared, whenever necessary, to transfer to alternative departments or duties within the Care Group. It may on occasion be necessary for you to take over some duties normally performed by other colleagues. This flexibility is essential for operational efficiency as the type and volume of work can be subject to change. These arrangements will be made in discussion with you and you will not be expected to perform duties for which you are not appropriately skilled.

## **MOBILITY**

It is a condition of your employment that you are prepared, whenever applicable, to travel as required by the needs of our operations. Typically, this will mean working out of a range of sites across Tower Hamlets, including patient's own homes. This may on occasion also include locations outside the Borough.

## **POLICY STATEMENT ON THE SECURE STORAGE, HANDLING, USE, RETENTION AND DISPOSAL OF DISCLOSURES AND DISCLOSURE INFORMATION**

The Care Group uses the Disclosure and Barring Service (DBS) to help assess the suitability of applicants for positions of trust and we comply fully with the relevant Code of Practice regarding the correct handling, use, storage, retention and disposal of disclosures and disclosure information. We also comply fully with our obligations under the Data Protection Act.

Disclosure information is never kept in an applicant's personnel file. It is always kept separately and securely in lockable, non-portable storage containers with access strictly

controlled and limited to those who are authorised to see it as part of their duties in accordance with Section 124 of the Police Act 1997. We maintain a record of all those to whom disclosures and disclosure information has been revealed and we recognise that it is a criminal offence to pass the information to anyone who is not entitled to receive it.

Disclosure information is only used for the specific purpose for which it was requested and for which the applicant's full consent has been given.

Once a recruitment (or other relevant) decision has been made, we do not keep disclosure information for any longer than is absolutely necessary in order to allow for the consideration and resolution of any disputes or complaints. Where appropriate, the DBS will be consulted and full consideration will be given to the data protection and human rights of the individual.

Once the retention period has elapsed, we will ensure that any disclosure information is immediately destroyed by secure means, such as shredding, pulping or burning. While awaiting destruction, disclosure information will be kept securely. We will not keep any photocopy or other image of the disclosure or any copy or representation of the contents of the disclosure. However, we may keep a record of the date of issue of the disclosure, the name of the subject, the type of disclosure requested, the post for which the disclosure was requested, the unique reference number of the disclosure and the details of the recruitment (or other relevant) decision taken.

## **DISCLOSURE AND BARRING CHECKS**

Your employment is exempt from the provisions of the *Rehabilitation of Offenders Act 1974*. You are not therefore entitled to withhold information requested by us about any previous convictions you may have, even if in other circumstances these would be regarded as 'spent' under the Act.

You are therefore required to provide this information before starting work. Concealment of such information may result in any employment offer being withdrawn or in your dismissal if you have already commenced employment.

Your initial employment is subject to satisfactory DBS checking, at a level appropriate to your post. You will be required to consent to subsequent criminal record checks from time to time during your employment as deemed appropriate. In the event that a check is not supplied your employment with us may be terminated.

## **CONVICTIONS AND OFFENCES**

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

## **TRADE UNION MEMBERSHIP**

You are free to join or not to join any Trade Union of your choice.

## **SALARIES AND PENSION**

### **PAYROLL ADMINISTRATION**

Salaries are paid on the 25<sup>th</sup> of each calendar month, or the working day before when the 25<sup>th</sup> falls at the weekend.

Salary is paid directly by electronic transfer into your bank/building society account.

Extra hours worked should be claimed on the form provided and passed to your manager for authorisation by no later than the 5<sup>th</sup> or the Monday after if the 5<sup>th</sup> falls at the weekend.

Any remuneration for extra hours worked will be paid as an addition to the next month's salary.

You will receive a payslip each month showing how your pay has been calculated. It will also give details of all deductions, such as Income Tax and National Insurance

You should always check your payslip each month and are responsible for the following:

- Checking the amounts paid
- Seeking clarification if unsure of any amounts
- Immediately reporting any discrepancy to your line manager
- Notifying Payroll of any errors
- Ensuring that claims for additional payments and/or expense reimbursement are submitted to your manager for authorisation in a timely manner

Any pay queries that you may have should be raised with your line manager.

#### *Overpayments*

If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment. However, if this would cause hardship arrangements may be made for the overpayment to be recovered over a longer period. This will be discussed with you at the time.

#### *Income Tax and National Insurance*

At the end of each tax year you will be given a form P60 showing the total pay you have received from us during that year and the deductions for Income Tax and National Insurance.

You may also receive a form P11D showing non-salary benefits. You should keep these documents in a safe place as you may need to produce them for tax purposes.

### **OCCUPATIONAL PENSION SCHEME**

When you commence employment you may be automatically entered into an occupational

pension scheme. This includes the NHS Pension scheme, depending on the service you are working for.

You may choose to opt out of the pension scheme.

## **ANNUAL AND OTHER LEAVE**

### **ANNUAL HOLIDAYS**

Your annual holiday entitlement will be set out in your employment contract.

The holiday year runs from 1 April to 31 March and you are encouraged to take all of your holiday entitlement in the current holiday year. We do not generally permit holidays to be carried forward and no payment in lieu will be made in respect of untaken holidays other than in the event of termination of your employment. In exceptional circumstances, taking account of the needs of the service, a limited amount of annual leave may on occasion be carried over at the discretion of your manager.

Any request for holiday should be submitted to your manager using the Annual Leave Request Form and be authorised before you make any firm holiday arrangements.

Holiday dates will normally be allocated on a first come - first served basis whilst ensuring that operational efficiency and appropriate staffing levels are maintained throughout the year.

You should give at least four weeks' notice of your intention to take holidays and one week's notice is required for odd single days. The needs of the service will always be considered when authorising leave and you should give more notice if you think the service may be significantly affected. Booking more than two working weeks of leave in a block is not usually allowable.

Your holiday pay will be at your normal basic pay unless shown otherwise on your Statement of Main Terms.

Up to two working weeks of annual holiday may be taken during the School Summer holiday July – September.

### *SICKNESS DURING ANNUAL LEAVE*

If you are poorly during any period of holiday this will be counted as part of your annual paid holiday unless an appropriate medical certificate is produced covering the sickness period.

### *RELIGIOUS HOLIDAYS*

We recognise the importance of religious holidays and will do what we can to ensure that these can be accommodated. However, we must also take account of patient and service needs and this means that an annual rota may be required for key holiday periods. This may override the usual leave policy arrangements.

### **OTHER LEAVE and TIME OFF**

Other leave falling outside of the above remit will be decided on an individual request basis and at the discretion of your manager.

#### ***BEREAVEMENT LEAVE***

Reactions to bereavement can vary greatly according to individual circumstances and we do not therefore think that the setting of fixed rules for time off is appropriate. You should discuss your circumstances with your manager and agree appropriate time off. This will normally be with pay. Where bereavement is in respect of your next of kin a maximum of up to one working week may be granted.

#### ***Time off for Medical Appointments***

Where possible, medical and dental appointments should be made outside normal working hours. If this is not possible, appointments should be scheduled at the beginning or end of the day to avoid disruption to the service. Time off may be granted at the discretion of your manager and may be without pay. As an alternative to unpaid leave, time in lieu may be agreed.

#### ***Time off for Dependents / Carers Leave***

You are allowed time off to deal with an emergency involving a dependant. This could be a spouse, partner, child, grandchild, parent, or someone else who depends on you for care.

This would be unpaid and is only available for emergencies, not for situations known about beforehand [this does not cover taking your child to hospital for an appointment, for example]. As an alternative to unpaid leave, time in lieu may be agreed.

#### ***Jury or Witness Service***

If you are required to attend for jury service you must provide written evidence from the court and keep your manager informed for the duration of your absence. You should claim the allowance set by the court. We will make up any loss in pay that results from your jury service.

#### ***Adverse weather and public transport disruption***

We recognise that there may be occasions when difficulties arise such as adverse weather or other transport disruption, which can severely hinder or prevent you from getting to work.

You must make every reasonable effort to report to your normal place of work. You may report to work at any of the appropriate Care Group work sites and should inform your manager or colleagues if this is the case.

If you are unable to attend work you may be expected to take annual leave. Alternatively, time off in lieu or unpaid leave may be considered and will be granted at your manager's

discretion. Each case will be considered on its merits at the time.

#### *UNPAID LEAVE*

Any agreement to unpaid leave will be at your line manager's discretion, taking account of the needs of the service. Unpaid leave would not usually be granted unless paid annual leave has first been considered.

## **Tower Hamlets GP Care Group**

### **ANNUAL LEAVE REQUEST FORM**



Name	<input type="text"/>
Job title	<input type="text"/>
Manager	<input type="text"/>
Leave year	<input type="text"/>
Entitlement [days or hours]	<input type="text"/>

NB: The holiday year runs from 1 April to 31 March

## **PARENTAL LEAVE ENTITLEMENTS**

The rules around parental leave entitlements are complex and subject to change by government. You should inform your manager at the earliest opportunity if you are pregnant and intend to take maternity leave, if you are the father or partner and wish to take paternity leave, or if you are intending to adopt. We will then be able to discuss and advise you about your entitlements at the time.

Subject to qualifying period for notification and entitlement, we will support you to ensure that you receive the time off and payments to which you are entitled.

Your employment rights are protected while on statutory Maternity, Adoption or Paternity leave. This includes your right to usual pay rises and accruing annual leave.

### **MATERNITY LEAVE**

If you become pregnant you will have the right to 26 weeks of ordinary maternity leave and 26 weeks of additional maternity leave. To qualify for maternity leave you must let us know by the end of the 15th week before the expected week of childbirth, and should inform us:

- That you are pregnant
- The expected week of childbirth, by means of a medical certificate
- The date you intend to start maternity leave. This can normally be any date after the beginning of the 11th week before the expected week of childbirth.

We will write to you to inform you of your return date, based on the date you intend to start your maternity leave and allowing for the 52 weeks maternity leave.

You can change your return date but must give us at least eight weeks' notice in writing and must take at least two weeks leave after the birth

You are entitled to reasonable time off with pay for antenatal care. This can include medical appointments and antenatal or parenting classes if they have been recommended by a doctor or midwife. You should show your manager your appointment card or other documents showing that an appointment has been made. You will be paid your normal rate for this time off.

### **STATUTORY MATERNITY PAY**

Statutory maternity pay (SMP) will be payable if you have been employed continuously for at least 26 weeks ending with the 15th week before the expected week of childbirth, and have an average weekly earnings at least equal to the lower earnings limit for National Insurance contributions.

Under current government rules SMP for eligible employees can be paid for up to 39 weeks, usually as follows:

- The first 6 weeks: 90% of average weekly earnings before tax

- The remaining 33 weeks: SMP rate or 90% of the average weekly earnings, whichever is lower

The payments are subject to Tax and National Insurance.

#### ***MATERNITY ALLOWANCE***

If you do not qualify for Statutory Maternity Pay you may be entitled to Maternity Allowance. To qualify, they must have been employed for 26 weeks out of the 66 weeks before the expected week of childbirth. For this allowance you will need to apply to the Benefits Agency.

#### ***PREGNANCY-RELATED ILLNESS***

Maternity leave and Statutory Maternity Pay will start automatically if you are off work for a pregnancy-related illness in the four weeks before the baby is due. This is the case regardless of any arrangements that have been previously agreed.

#### ***KEEPING IN TOUCH DAYS***

You are allowed to work for up to ten days during your maternity leave without it affecting your maternity pay and these are called Keeping in Touch Days.

We will agree with you whether you work any Keeping in Touch Days, how many you will work, when you will work them and how much you will be paid for them. We think they can be a helpful way to ensure you are kept informed about developments at work whilst you are away, but you do not have to work them if you choose not to. You must let us know this when we discuss the days.

#### ***WHEN YOU RETURN TO WORK***

If you wish to return to work after the 26 weeks of ordinary maternity leave you will return to your usual job.

If you wish to return to work after the 26 weeks of additional maternity leave you will normally return to your usual job. However, if this is not reasonably practical we may need to discuss with you a suitable alternative. This will be on the same terms and conditions as your old job.

#### ***FLEXIBLE WORKING WHEN YOU RETURN***

Any employee that has worked for us for at least 26 weeks has the right to request flexible working.

#### ***PATERNITY LEAVE***

You can take one or two weeks paternity leave and this must be taken in one block.

The leave can start any time after the birth and must end within 56 days of the birth. You must give us 28 days' notice if you want to change your start date.

We will pay you statutory Paternity Pay during the period of your leave. This is subject to Tax and National Insurance.

To be eligible for Paternity Leave you must have worked for us continuously for at least 26 weeks by the end of the 15th week before the expected week of childbirth.

You must inform us in writing at least 15 weeks before the week the baby is expected:

- The baby's due date
- When you want your leave to start [eg the day of the birth or the week after the birth]
- If you want one or two weeks' leave

If you are the father or a pregnant woman's partner you have the right to have unpaid time off to attend two antenatal appointments.

## **PARENTAL LEAVE**

If eligible, you can take unpaid parental leave to look after your child's welfare [examples include spending more time with their children, visiting new schools, settling children into new childcare arrangements]

Parental leave is unpaid and allows 18 weeks' leave for each child and adopted child, up to their 18th birthday. There is a limit of up to 4 weeks for each child in a year.

You must take parental leave as whole weeks and not individual days [your normal number of work hours over 7 days].

To be eligible for Parental Leave:

- You must be employed here for more than a year
- You must be named on the child's birth or adoption certificate or have or expect to have parental responsibility
- The child must be under 18

Parental Leave does not apply to fostering arrangements.

You must give 21 days' notice in writing before your intended start date of leave. You must confirm the start and end dates in your notice.

In certain circumstances we may need to delay the start date of your Parent Leave period and will discuss this with you.

## **ABSENCE DUE TO SICKNESS**

It is important that you attend work throughout the week so that we can provide services to our patients. However, we recognise that there are occasions when people are unwell and not able to attend work.

If you are unable to attend work, for whatever reason, you must contact your manager by telephone as soon as possible, and within no more than 30 minutes before your usual start time. Reporting your sickness absence by text will not be accepted.

It is your responsibility to ring in and report that you are sick. Only in very exceptional circumstances is it acceptable for someone to ring in on your behalf.

Failure to notify absence properly may lead to the absence being classed as unauthorised. This will be unpaid and may lead to disciplinary action.

You should provide the following information when you contact your manager:

- Reason for absence
- Estimated length of absence
- Immediate work issues needing to be addressed

If you are likely to be absent for more than a day your manager will need to keep in touch and it is usually appropriate to discuss this with you when you call. This will usually involve contact by telephone at least once each working week.

If you come to work but subsequently go home because you are poorly this may be recorded as a day of sickness absence, depending on the circumstances and the amount of time you were working.

For the first 1-7 days of any sickness absence you should complete a self-certification form. Where the absence continues for eight days or more a Fit Note issued by a recognised medical practitioner will be necessary. It is your responsibility to provide the necessary certification. Failure to do so will lead to loss of sick pay and may lead to disciplinary action.

If you are absent due to sickness and submit a Fit Note we will:

1. Check whether your doctor has assessed that they are not fit for work, or may be fit for work.
2. Check how long your fit note applies for and whether you are expected to be fit for work when it expires.
3. If you may be fit for work, discuss the fit note with you and see if we can agree any changes to help you come back to work.
4. If you are not fit for work, or if you may be fit for work but we can't agree any changes, we will use the fit note as evidence for our sick pay procedures.
5. We will take a copy of the fit note for our records

During any extended period of absence you are expected to keep in regular contact with your manager. When you become well again you should inform your manager and tell them when you will be returning to work.

Your manager will record the sickness absence so that the appropriate pay can be given.

When you return to work your manager will meet with you and carry out a return to work interview. This will be for all sickness absences. You will be required to complete the self-certification form with your manager and to sign to confirm the details are accurate.

If you fail to comply with the notification or certification procedures or otherwise abuse the sickness absence rules the matter will be dealt with under the disciplinary procedure.

For any absence we may require proof, where possible, of the reason for this absence.

The sick pay entitlement will be set out in your employment contract.

Sickness absence will be monitored and repeated short term absences and other patterns will be discussed with you. We will support you to improve your attendance where necessary and may refer you to Occupational Health for advice if required.

Further details are available in the Absence Management Policy.

# **Tower Hamlets GP Care Group**

## *Sickness Absence and Self Certification Form*

## PART A

Employee Name

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**PART B - NOTIFICATION ON FIRST DAY**

Expected date of return (if known)

## Message received by

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**PART C - NOTIFICATION OF CONTINUED ABSENCE ON OR BEFORE FOURTH DAY**

Message received Signature

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## PART D - DECLARATION ON RETURN TO WORK

This part must be completed by every employee immediately on returning to work after sickness absence. It should be completed in the presence of the manager.

I certify that I was sick for the period \_\_\_\_\_ to \_\_\_\_\_  
and was unable to attend work during that period.

I was fit to resume work on

The reason for my absence was:  
(Please be specific – descriptions such as “sick” or “unwell” must not be used)

Are you claiming injury at work? YES/NO

I declare that all the above details are correct and I understand that the provision of any false information could result in a disciplinary action being taken, including the possibility of dismissal.

Signature \_\_\_\_\_ Date \_\_\_\_\_

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**PART E - FOR COMPLETION BY MANAGER**

I confirm that the Declaration on Return to Work above was completed and signed in my presence.

Signature \_\_\_\_\_ Date \_\_\_\_\_

## **CODE OF CONDUCT**

### **Introduction**

Our Mission, Vision and Values are set out at the front of your employee handbook. They describe what we want to achieve and how we want to work with people inside and outside the organisation.

In pursuing our Mission, Vision and Values we serve the interests of our patients.

The Code of Conduct is designed to support us in developing and preserving our values and our integrity and credibility as a provider of primary and community health services.

The Code applies to Board members, all employees, volunteers and any third party service provider in face-to face contact with our service users.

### **The code**

#### *SERVICE*

- Always act with fairness, honesty, integrity and openness, respecting the opinions of others and treating all with equality and dignity with no detriment in service resulting from Age, Disability, Gender reassignment, Marriage and civil partnership, Pregnancy and maternity, Race, Religion and belief, Sex, Sexual orientation
- Promote the mission, vision and values of the Care Group in all dealings with the public on behalf of the organisation.
- Provide a positive and valuable experience for people accessing our services.

#### *ACCOUNTABILITY*

- Act with honesty and integrity and in accordance with all relevant professional standards and codes of conduct and any legislation that applies to the responsibilities you have for or on behalf of the Care Group.
- Act within both the letter and the spirit of any policies and procedures of the Care Group and support the decisions and directions of the Board and its delegated authority.
- Adhere to the letter and spirit of and training or work related guidance provided to you by the Care Group in connection with your responsibilities.
- Take responsibility for your actions and decisions, following reporting lines to facilitate the effective resolution of problems and ensuring that you do not knowingly exceed the authority of your position.

## **CONFLICT OF INTEREST**

A Conflict of Interest is a situation in which an individual has competing interests or loyalties, for example:

- A public official whose personal interests conflict with his/her professional position.
- An employee who works for one company but who may have personal interests that compete with his/her employment.
- A person who has a position of authority in one organisation that conflicts with his or her interests in another organisation.
- A person who has conflicting responsibilities in the workplace.

You are expected to abide by the following principles for effective professional practice in the workplace:

- No employee should allow their outside activities to interfere with their work. They should not allow any conflicts between their duties or their private interest to affect their ability to carry out their duties effectively.
- No employee should make use of or exploit their connection with the Care Group or information obtained in the course of their duties to further their own private interest
- No employee should act in a manner likely to bring the Care Group into disrepute or effect the reputation of the business.
- Employees have a duty to disclose any potential or apparent conflict of interest that may affect their ability to carry out their role. Any employee who believes that they may have a conflict of interest should consult their manager.
- In the event that such a matter arises, the individual shall formally disclose the interest and refrain from attempting to persuade or influence other persons participating in any relevant decision.

## **CONFIDENTIALITY**

You should at all times respect and maintain the confidentiality of information gained as an employee, including, but not limited to, all computer software and files, business documents and printouts, and all employee, service user and family member records.

## **BULLYING AND HARASSMENT**

Bullying and harassment is any unwanted behaviour that makes someone feel intimidated, degraded, humiliated or offended. It is not necessarily always obvious or apparent to others, and may happen in the workplace without an employer's awareness.

Bullying or harassment can be between two individuals or it may involve groups of people. It might be obvious or it might be insidious. It may be persistent or an isolated incident. It can also occur in written communications, by phone or through email, not just face-to-face.

The Care Group does not tolerate any form of harassment of colleagues, service users or their family members. Such behaviour may lead to disciplinary action up to and including summary dismissal.

As an employee of the Care Group you are expected to behave appropriately at all times and to challenge any bullying or harassing behaviour by colleagues that you witness. You must also support any organisational procedures or initiatives designed to address bullying and harassment and report any behaviour of concern that you witness.

### **Observing the code**

Observance of the Code is important to the activity and reputation of the Care Group. It is essential that all employees and any other third party service provider in face-to-face contact with our service users adhere to this Code.

### **Declaration**

The Code of Conduct is important to us. You will be required to sign a declaration confirming that you have read, understood and agree to abide by the Code of Conduct and understand that adherence is a condition of your employment.

Not following the Code may be grounds for termination of your employment.

## **STANDARDS AND SAFEGUARDS**

### **Punctuality & Absenteeism**

Punctuality is important in providing a proper service to our patients and you should be prepared and ready to commence work at the appropriate starting time on each day.

It is your responsibility to attend punctually at your place of work in accordance with the hours of work defined in your Statement of Main Terms and in conjunction with any work rota in place.

Absences must be notified in accordance with the sickness reporting procedures. You should not leave work prior to your normal finishing time without permission from your manager.

Where a system for signing in/out exists you should comply as required by your manager. Failure to follow such procedures may affect your pay. Failure to follow local procedures and/or falsifying information may result in disciplinary action up to and including dismissal. Incorrect or delayed payment of salary may also result.

If you arrive for work more than one hour late without previously notifying us other arrangements may have been made to cover your duties and you may be sent off the premises for the remainder of the shift/day without pay.

Repeated lateness or absence may result in disciplinary action and/or loss of appropriate payments.

### **Information Governance**

Information Governance is about setting a high standard for the handling of information. The ultimate aim is to demonstrate that we can be trusted to maintain the confidentiality and security of personal information, by helping individuals to practice good information governance and to be consistent in the way we all handle personal and corporate information.

You are required to complete in house Information Governance training programme in the first month of your employment. Failure to do so may affect your continued employment.

You are expected to read, understand and comply with the following policies available on the website and by request from your manager:

- Information Security Policy
- Information Governance Policy
- Receipt and Transfer Policy
- Code of Conduct

### **Property and copyright**

All written material, whether held on paper, electronically or magnetically that was made or acquired by you during the course of your employment with us is our property and, where appropriate, our copyright. At the time of termination of your employment with us, or at any other time upon demand, you shall return to us any such material in your possession. You are not permitted to remove any equipment, materials or other property belonging to the Care Group without prior permission.

Care Group resources, equipment or materials must not be used for any unauthorised work.

### **Reporting damage or loss**

You must immediately notify your manager of any incident in which damage or loss is caused to the Care Group or patient's property such as buildings, machinery, individuals or their personal effects.

### **Use of computer equipment**

You should not upload any software or updates to any Care Group IT equipment unless authorised to do so. This includes public domain software, magazine cover disks/CDs or Internet/World Wide Web downloads.

You should not give access to your computer or any other device, such as a tablet, and must not share access passwords. Allowing unauthorised access may result in disciplinary action up to and including dismissal.

### **Internet**

You are encouraged to make use of the Internet as part of your official and professional activities and are responsible for ensuring that your usage is appropriate to your job role and your employment with the Care Group.

You should take care to ensure the intellectual property right and copyright are not compromised by your use of information published on the Internet.

The availability and variety of information on the Internet has meant that some material may be considered to be offensive. The use of the Internet to access and/or distribute any kind of offensive material, or material that is not work-related, is not acceptable and could result in disciplinary action, up to and including dismissal.

Personal use of our Internet facilities is permitted during your break periods only. If you need to use the facilities for an extended time during working hours then you should discuss this with your manager.

### **E-mail**

The E-mail system is available for communication and matters directly concerned with the legitimate business of the Care Group. When using E-mail you should:

- Comply with Care Group communication standards
- Send E-mail messages and copies only to those for whom they are particularly relevant
- Not use E-mail as a substitute for face-to-face communication or telephone contact
- Not send E-mails in haste that can cause upset, concern or misunderstanding
- Take necessary steps to ensure confidentiality is protected and comply with the guidance in the Care Group Receipt and Transfer of Information Policy.

The use of E-mail for unofficial or inappropriate purposes is not permitted, including:

- Any messages that could constitute bullying, harassment or other detriment
- Inappropriate personal use (such as jokes, cartoons, chain letters or other private matters)
- On-line gambling
- Accessing or transmitting pornography
- Transmitting copyright information and/or any software
- Posting confidential information about other employees, the Care Group or its customers or suppliers.

Unauthorised or inappropriate use of the E-mail system may result in disciplinary action, up to and including dismissal.

## **Gifts**

It is important to avoid the risk of improper conduct, or the perception of this, when receiving gifts and/or entertainment when you are working in your official capacity.

You are personally responsible for:

- Dealing appropriately and proportionately with any offers of small gifts, favours, tokens of goodwill or hospitality made by service users & family members, suppliers or potential suppliers of goods or services
- Declining any major gifts
- Declaring any gift or offer of hospitality as required

You must not accept gifts, benefits or hospitality that might in any circumstances be thought to influence your judgement or where to do so could bring discredit to the Care Group. This includes any gifts and/or entertainment accepted in return for, or in anticipation of, any provision of any services.

You must at all times be and be seen to be fair, impartial and unbiased. We recognise that to refuse a small token may cause embarrassment or offence and you may judge that accepting a modest gift such circumstances is appropriate. However, monetary gifts should never be accepted. Where possible, you should consult your manager for advice when offered a gift.

You must not encourage patients to give, lend or bequeath money or gifts that will directly or indirectly benefit you. You must not put pressure on patients or their families to make donations to other people or organisations.

If you accept a gift or hospitality you must inform your manager.

If offered a gift or hospitality you should carefully consider whether to accept, taking into account:

- The perceived value rather than the actual cost to the provider
- The frequency of the hospitality
- The potential for embarrassment and/or any conflicts of interests
- The context of the hospitality [are you at a function as the representative of the Care Group]

You need not declare the acceptance of the following:

- Working meals including meals taken in the course of meetings or training schemes and meals provided by other organisations during fact finding or information sharing events
- Attendance at formal functions as a representative of the Care Group.
- Hospitality provided at seminars and training events

### **Right to search**

Whilst there are expected only to be rare occasions when this may be necessary, we reserve the right to carry out searches of employees and their property including vehicles whilst on our premises or carrying out Care Group business.

Any search will be carried out in the presence of a colleague, and where practicable a colleague of your choice.

A search may include removing the contents of your pockets, bags and vehicle.

Whilst you may refuse to be searched any further action will be taken on the available information.

### **Social Media**

The Care Group Social Media policy is intended to help you make appropriate decisions about the use of social media such as blogs, wikis, social networking websites, podcasts, forums, message boards, or comments on web-articles such as, but not limited to, Twitter, Facebook and LinkedIn.

The policy outlines the standards we require you to observe when using social media in both a personal and professional capacity.

You are not permitted to access or contribute to social media sites using Care Group owned equipment, or in work time, unless authorised to do so.

Of course you may want to access or contribute to social media sites using your own equipment in your own time. You should be aware that you are responsible and personally liable for any comments, images and information that you post.

You should consider the guidance in the Social Media Policy before posting information or images on social media.

If you are concerned about something you read on a social media site, or feel you have been harassed, bullied or offended by material posted or uploaded by a colleague you should inform your manager.

If you notice any content posted on social media about the Care Group please mention it to your line manager.

When using social media you should be honest and open, but also mindful of the impact your contribution might make to people's perceptions of the Care Group. You should not post anything that is derogatory or discriminatory and could bring the Care Group into disrepute or could impact negatively on our reputation or cause embarrassment to Care Group staff, patients or the public.

You must not use social media to discuss any work-related grievance.

### **Portable Computing Equipment**

To support mobile and flexible working you may be issued with mobile computing equipment [this includes items such as laptops, notebooks, tablet computers and PDA Computers].

You must take good care of the portable device and take all reasonable precautions to ensure that it is not damaged, lost or stolen. In the event that the device is stolen you must report the theft to the police and obtain an incident number.

Negligence in the care of portable devices or failure to report loss or damage at the earliest opportunity may result in disciplinary action.

All incidents relating to the security of the portable device computers should be reported to your manager and through the incident reporting procedure. This includes but is not limited to:

- Theft or loss of portable device
- Disclosure of data to an unauthorised person
- Loss or corruption of data

Personal information held on your portable device must be treated carefully and must not be disclosed to unauthorised persons.

You must not load any software to your device, upgrade software versions or in any way alter software without approval. You must not make any hardware alterations or additions without approval. We reserve the right to audit correct usage at any time and you may be held liable for illegally held software or material [such as anything in breach of copyright legislation].

You will be asked to sign for receipt of the portable device and confirm that you have read, understood and will comply with the Mobile & Teleworking Policy.

### **Mobile phones and other devices**

If you are issued with a work mobile phone it will remain the property of the Care Group. You are required to take all reasonable steps to ensure that it is not damaged, lost or stolen. Any loss or theft must be reported to your manager immediately.

A work mobile may be used to communicate with you including voice calls, emails and texts during working hours.

The mobile is intended for your exclusive use and it must not be loaned or shared with anyone else including family members, friends or other members of staff.

Your mobile device should normally be switched on at all times during your normal work or call-out hours, except when driving or when you deem this inappropriate [e.g. during sensitive consultations or one to one meetings].

Confidential information must not be discussed in open areas or inappropriate locations.

For safety reasons you must not use a work hand held mobile device whilst driving any vehicle.

Downloading of personal apps onto a corporately issued mobile device is not permitted.

You should only use your mobile devices for Care Group business.

Mobile device usage will be monitored and misuse may result in it being withdrawn and/or disciplinary action taken.

On termination of employment you must return any mobile device to your manager.

You will be asked to sign for receipt of the mobile device and confirm that you have read, understood and will comply with the Mobile Devices Policy.

### **Standards of Dress**

Whether dealing with patients, their relatives, or other members of the public, please remember that you are in the public eye and the patients' impression of the Care Group depends on you. You are expected to dress appropriately in accordance with standards expected in a business/healthcare environment whenever you are on duty. You must be neat, clean and well groomed at all times and your conduct should be of a high standard. You must also abide by and guidance or rules around dress in any professional code that you are covered by.

### **Verbal and/or physical harassment towards staff**

We take the safety and security of our staff and patients very seriously. We do not tolerate threats of or actual violence, harassment or bullying. This includes behaviour by, from and towards staff and patients and their families of other visitors.

Any such behaviour should be reported to your manager at the first opportunity. This includes threats made against persons other than staff [such as patients, authorised tradesmen, and visitors of any category].

## **HEALTH, SAFETY AND WELFARE**

### **SAFETY**

You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities.

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

Protective clothing and other equipment which may be issued for your protection because of the nature of your job must be worn and used at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear/equipment is your responsibility.

You should report all accidents and injuries at work in the accident book available from your manager, no matter how minor.

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

### **LONE WORKING**

In most situations home visiting will pose minimal threat to the safety of staff. However, the Care Group Lone Worker Policy sets out a risk assessment approach to identify and minimise potential risks. It also includes guidance to be followed when working alone and what you should do if you have concerns or experience problems whilst working alone.

You should make yourself familiar with the policy and discuss any concerns you have with your manager.

### **SECURITY**

We are fully committed to promoting a culture of safety in accordance with the Health and Safety at Work Act 1997. The Security Policy describes how we promote the identification, management and control of security risks to protect personal safety and the security of the organisation and personal property.

The Policy objectives are to:

- Promote a culture and ensure an environment that promotes safety and security throughout the organisation
- Ensure the personal safety of patients, staff and visitors
- Ensure the security of all confidential information entrusted to the Care Group
- Ensure the protection of Care Group property against fraud, theft and damage
- Provide effective support to those who are subject to breaches of security
- Reduce all types of losses arising due to attacks on the Care Group's patients, staff, facilities, stock and operations

Under the policy you are required to:

- Report security concerns or breaches of security in accordance with organisation policy
- Take reasonable actions to combat crime and ensure your own safety and that of others
- Wear an easily visible Care Group identification badge when on duty
- Follow the Incident Reporting Procedure when appropriate
- Be responsible for the safety and security of personal property brought into work
- Report any criminal damage or theft to your manager immediately

Further details are available in the Security Policy.

## **SMOKING**

Smoking is not allowed on any part of the premises, or while you are on duty either on site or working in the community.

## **ALCOHOL & DRUGS POLICY**

If your performance or attendance at work is affected as a result of alcohol or drugs, or we believe you have been involved in any drug related action/offence, you may be subject to disciplinary action. Dependent on the circumstances, this could lead to your dismissal

## **EYE TEST**

If you use display screen equipment [DSE] in your work with the Care Group you may request an eye test, and we will reimburse the cost of the test. If the test shows that you need glasses specifically for DSE work will we reimburse the cost of a basic pair of frames and lenses.

Should you choose to purchase lenses or frames of a higher value you will be responsible for the additional cost.

## **CHAPERONE POLICY**

The Care Group Chaperone Policy applies to intimate examinations and examinations involving the complete removal of outer clothing down to underwear or less. Other examinations could also be deemed intimate by some patients and you need to be sensitive to cultural differences and what may constitute an intimate examination.

The objectives of the policy are:

- To ensure that patient safety, privacy and dignity is protected during intimate examinations
- To minimise the risk of clinicians actions being misinterpreted
- To ensure the clinicians safety whilst carrying out intimate clinical examinations

The guidance should be considered in all circumstances where there is a requirement of intimate or intrusive examination and in cases where the patient feels vulnerable, for example, when patients are required to undress to their underwear.

You must on all occasions where an intimate examination is required:

- Explain why the examination is necessary and give the patient the opportunity to ask questions
- Explain what the examination will involve
- Obtain permission from the patient before carrying out the examination
- Offer a chaperone to be present during the examination
- At all times respect the patients privacy during the examination and while dressing and undressing
- Ensure the patient has the opportunity to discuss any concerns with you

Particular care should be taken when an intimate examination is required in a patient's home. A risk assessment should be carried out and every effort made to ensure a chaperone is present.

Further guidance is available in the Care Group Chaperone Policy, and if you have any concerns please discuss with your manager.

## **TRAINING & EDUCATION**

We actively encourage development and are committed to offering learning and development opportunities for all employees. To support this you must attend all statutory and mandatory training as required.

Your education, training and development are key to our responsibilities for ensuring the delivery of safe practice and high quality patient care. We are committed to ensuring that your needs are routinely and regularly assessed and that appropriate and effective opportunities are made available to meet those needs.

During the annual appraisal process your learning and development needs will be assessed in relation to your job role. We will then work with you to develop and agree a personal development plan for the following year.

We have study leave arrangements in place and may also be able to assist with costs of job related training. Where funding is provided you will be required to sign a training agreement and any outstanding costs may be reimbursable to the Care Group if your employment ceases.

## **GENERAL TERMS OF EMPLOYMENT**

### **CHANGES IN PERSONAL DETAILS**

We are obliged to ensure the information we hold on you is accurate and up to date. You must notify your manager promptly of any change in address, name, status, telephone number or other appropriate personal details. This is important to ensure that we pay you correctly and that your terms and conditions, and staff benefits are accurately maintained.

Manual and electronic staff records are confidential and only accessed by authorised staff.

### **OTHER EMPLOYMENT**

If you already have any other employment or are considering any additional employment you should discuss this with your manager so that any working time implications can be considered. Any issues of potential conflict of interest will also be considered, in line with the Employee Code of Conduct.

### **TRAVEL EXPENSES**

We will reimburse you for any reasonable expenses incurred whilst travelling on our business. You should submit a completed Expenses Claim Form to your manager by no later than the 5<sup>th</sup> of the month, or the Monday if the 5<sup>th</sup> falls at the weekend. You must provide receipts for any expenditure, as necessary.

### **EMPLOYEES' PROPERTY**

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

### **PARKING**

Parking is not generally provided on our premises. However, where parking facilities are available you must ensure that you observe any traffic requirements and only park in the designated areas. No liability is accepted for damage to private vehicles, however it may be caused.

### **MAIL**

All mail received by us will be opened, including that addressed to employees. Private mail, therefore, should not be sent care of our address. No private mail may be posted at our expense.

### **PHOTOGRAPHS**

It is forbidden to photograph any patients without their specific written permission. Photographs of minors require in addition the parent's/legal guardian's permission.

### **BUYING OR SELLING OF GOODS**

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

### **COMPANY POLICY AND RULES**

You will be subject to and must observe and comply with all Care Group rules, policies and procedures. These are available from your manager and from the secure employee area on the Care Group internet site.

The Care Group reserves the right to from time to time to amend, cancel or introduce policies and procedures, as it considers necessary. Significant changes to policies will be subject to our usual consultation arrangements.

Breaches of any of the rules, policies and procedures may be subject to disciplinary action, which may result in the termination of your employment.

## **WHISTLEBLOWING**

We are committed to achieving the highest possible standards of service. In order to achieve this standard we encourage staff to use the whistleblowing policy to report any malpractice or illegal acts or omissions by people working at the Care Group.

You should speak out if you have any concerns about inappropriate or unlawful conduct, financial mismanagement or poor practice and behaviour.

Following this procedure will ensure that you are protected under the Public Interest Disclosure Act 1998. This ensures that you do not suffer a detriment at work, such as losing your job, because you have raised concerns.

Victimisation, bullying or harassment of any person raising a concern will not be tolerated by the organisation and any colleague involved in such activity may be subject to disciplinary proceedings.

### *PROCEDURE*

You have a duty to support and maintain standards of care. If you have concerns regarding inappropriate behaviour, unlawful conduct, poor practice or behaviour you are expected to raise your concerns, as follows:

1. Your concern must be raised in the public interest – it should be something that needs to be reported for the public good.
2. In the first instance you should talk to your manager and discuss the issue.
3. If you feel that your concern is not being dealt with or you do not feel comfortable talking to your manager you should arrange to meet with another senior manager, such as a Director or the Chief Executive.
4. If you still feel that your concern has not been dealt with to your satisfaction you can contact the regulatory body the Care Quality Commission on their disclosure line 03000 616161 or via their website [www.cqc.org.uk](http://www.cqc.org.uk). You must have reason to believe that the information you give and any allegation you make is substantially true [suspicion is not enough].
5. You should always seek to resolve the problem internally and exhaust all internal procedures before raising your concern more widely. If you feel that your concern has not been dealt with in a satisfactory manner by the Care Group or the Care Quality Commission you may be able to raise your concern more widely, for instance with the police or your M.P. Caution should be taken as this is strictly regulated by the law. You should seek advice prior to taking this step.

### *PATIENT CONFIDENTIALITY*

If you raise a concern you should not breach patient confidentiality. Patient information can only be disclosed if you are requested to do so by the Police conducting an investigation.

### *MALICIOUS COMPLAINTS*

All complaints raised through whistleblowing will be treated with respect and the assumption that they are made in good faith. However, you should be aware that complaints made with malicious intent may result in your protection under the Public Interest Disclosure Act 1998 being compromised. Malicious complaints are not acceptable and may lead to disciplinary action.

#### *ADVICE AND SUPPORT*

Free, independent and confidential advice is available from the Whistleblowing Helpline for NHS and Social Care on 08000 724725 or see their website at [wbhelpline.org.uk](http://wbhelpline.org.uk).

You can also call the independent whistleblowing charity Public Concern at Work for free and confidential advice on 020 7404 6609.

## CAPABILITY PROCEDURES

Your manager will discuss performance standards and expectations with you. This will include agreeing performance objectives as part of the annual appraisal process.

If you do not reach or maintain the required standards of job performance through a lack of knowledge, skill or ability you may be subject to the capability procedures. The full policy and procedure is set out in the Care Group Capability Policy. The key points that you should be aware of are detailed here.

You are expected to be capable of carrying out the work you are engaged to do at the required standard.

Reasonable efforts should be made to informally address issues of under-performance without instigating the Formal Procedure.

Your manager will provide reasonable opportunity for you to improve and support you to achieve the required standard of performance. The period of time to improve and level of support will be balanced against the needs of the service.

At any formal meeting you may be accompanied by an accredited trade union representative or work colleague and the employee will be advised of this prior to the meeting.

You will have the right to state your case at formal capability meetings before decisions are reached.

If you do not attend a capability meeting without good reason decisions may be made in your absence.

You will not be eligible for any pay increase due during the period of any Improvement Plan. This will be reviewed and the pay increase reinstated at the point when you have consistently met the required performance standard.

### **Informal action**

Your manager is responsible for agreeing appropriate standards of performance, for explaining these standards and for the provision of training, support and guidance, where appropriate, so that you have the opportunity to perform well.

Your manager will ensure that you have been advised of any under-performance and will provide support and assistance to help you improve.

If informal action does not achieve satisfactory results or if informal action is not appropriate, the Formal Procedure will be implemented.

### **Formal Procedure**

Your manager will meet with you and set out their concerns about your performance. You will have the opportunity to explain the reasons for the unsatisfactory performance.

If appropriate, your manager will issue you with an Improvement Notice setting out the areas in which you have not met the required performance standards. This will include a formal Improvement Plan setting out the improvement that is required, the support available and timeframe for expected improvement. Your progress against the plan will be reviewed periodically.

At the end of the Improvement Plan period, a meeting will be held with you to review your progress. If you achieve the performance objectives the formal process will be concluded.

If you have made progress but your performance is not yet at the required standard there will be an extension of the Improvement Plan. At the end of the extended period, a meeting will be held to review your progress. If you achieve the performance objectives the formal process will be concluded.

If your performance has not improved you will be issued with a final written warning, and a further Improvement Plan issued. At the end of the further improvement period, a meeting will be held to review your progress. This will be a formal capability meeting. You will have the right to be accompanied at the meeting by an accredited trade union representative or work place colleague.

Relevant documents and information to be discussed in the meeting will be forwarded to you and you may submit evidence to support your case.

You will have the opportunity to state your case at the meeting before any decisions are reached.

Summary notes will be taken at the meeting and provided to you afterwards. You will have the opportunity to comment on the notes.

Following the meeting, the hearing manager will review the evidence and decide the outcome.

The possible outcomes of the meeting may include but are not limited to:

- Redeployment to another position - the manager may consider that this is appropriate as an alternative to dismissal. This may include demotion.
- Dismissal with notice
- A further Improvement Plan period
- No further action - this will follow the principles set out at Step 2 above.

You will have the right to appeal against the outcome of the formal capability process.

## **Referral to other bodies**

Depending on the circumstances and the nature of the capability issues your case may be referred to the relevant professional body.

You will be informed at the time if this is the case.

The Care Group reserves the right to implement the capability procedure at any of the stages described, taking into account the relevant circumstances including the impact of the capability issues.

## **DISCIPLINARY PROCEDURES**

The standards of behaviour expected of employees are those necessary for the proper operation of the workplace, and to maintain mutual trust and confidence between the employer and employee. The Code of Conduct provides a framework for the standards of behaviour expected.

Where standards fall below what is expected, this could constitute misconduct. The Care Group takes all allegations of misconduct seriously and where necessary the disciplinary policy will be followed. The full policy and procedure is set out in the Care Group Disciplinary Policy. The key points that you should be aware of are detailed here.

Matters that may be considered a disciplinary issue include, but are not limited to:

- persistent bad timekeeping
- unauthorised absence
- poor attendance
- failure to observe Care Group policies and procedures
- abusive behaviour [including bullying and harassment]
- unreasonable refusal to follow an instruction issued by a manager

The Formal Procedure will always be followed for allegations of gross misconduct that are acts so serious as to justify summary dismissal without notice. Examples of gross misconduct may include, but are not limited to:

- assault
- theft or dishonesty
- serious negligence
- endangering life
- gross dereliction of duty
- discrimination or serious bullying and/or harassment
- serious breach of confidence

If you are subject to a disciplinary investigation you will be informed of the allegations against you and given the opportunity to state your case before any decision is reached.

At any formal meeting you may be accompanied by an accredited trade union representative or work colleague. Your companion will be allowed to address the meeting in order to help you present your case.

Disciplinary decisions could be made in your absence if you do not attend a formal disciplinary meeting without good reason.

At the start of an investigation, or because of information that becomes available during the investigation, it may be appropriate to suspend you from work on full pay.

## **Informal Action**

Conduct issues will first be discussed with you and issues of minor misconduct will be dealt with informally, as appropriate. This may take the form of an advisory discussion with your manager, who will write to you after the meeting summarising the points discussed. You will usually be advised that a further breach may result in the formal procedure being instigated.

## **Formal Procedure**

The formal procedure will be used in the following cases:

- a further minor breach of conduct that has already been subject to informal action
- a matter too serious to be dealt with by informal action
- in all cases of alleged gross misconduct

In formal cases an appropriate manager will conduct a fact finding investigation. You will be informed that this is taking place and when it has been concluded.

At the conclusion of the fact finding investigation the manager will judge whether a disciplinary meeting is required, based on the information gathered. Alternatively, informal action may be taken, or there may be no case to answer.

Where it is judged appropriate, based on the information gathered, you will be invited to a formal meeting to discuss the matter. In cases where the outcome may be dismissal you will be warned of this in the meeting letter. You will have the right to be accompanied at the meeting by an accredited trade union representative or work place colleague.

Relevant documents and information to be discussed in the meeting will be forwarded to you and you will have the opportunity to submit evidence to support your case if you wish.

At the formal meeting you will have the opportunity to hear the case against you and to question the investigating manager about the evidence. This includes questioning the evidence of any witnesses.

You will have the opportunity to state your case at the meeting before any decisions are reached.

Summary notes will be taken at the meeting and provided to you afterwards. You will have the opportunity to comment on the notes.

Following the meeting, the hearing manager will review the evidence and decide the outcome.

If the allegations are upheld the penalties that may be imposed are:

- written warning
- final written warning
- redeployment to another position, including demotion

- dismissal (with contractual notice)
- summary dismissal (without contractual notice).

A written or final written warning will be disregarded for disciplinary purposes after 12 months or such other period as specified at the time it is issued. In exceptional circumstances a warning may remain in force for more than 12 months but no more than a maximum of 24 months.

You will have the right to appeal against the outcome of the formal disciplinary process.

### **Referral to other bodies**

Depending on the circumstances and the nature of the allegations your case may be referred to the relevant professional body and/or the Disclosure and Barring Service.

You will be informed at the time if this is the case.

The Care Group reserves the right to implement the disciplinary procedure at any of the stages described, taking into account the relevant circumstances including the alleged misconduct.

### **Grievance raised during a disciplinary case**

If an employee raises a grievance during a disciplinary process the disciplinary may be suspended if the complaint is relevant to the disciplinary matter. The grievance should then be addressed before the disciplinary case is recommenced. Alternatively, the two issues may be dealt with jointly if this is appropriate.

## **GRIEVANCE PROCEDURE**

Grievances are concerns, problems or complaints that an employee raises regarding their work, working conditions or their professional relationships with colleagues.

The full policy and procedure is set out in the Care Group Grievance Policy. The key points that you should be aware of are detailed here.

Nothing in the policy is intended to prevent you from informally raising any matter you may wish to discuss. Informal discussion is frequently the quickest and most effective way to solve any problems

Any complaint should be raised with your manager. If the complaint is against your manager then it should be raised with the next level of management.

Grievances are usually heard at the level of management above the one at which the action or decision complained about was taken. The manager hearing the grievance should not have been involved in the original action or decision.

Where a grievance is pending against the possible implementation of a decision that decision will be implemented on the due date without prejudice to any adjustments that may be agreed as a result of any grievance hearing outcomes.

Employees raising a grievance should be able to do so without fear of victimisation.

Your grievance process may be halted or decisions could be made in your absence if you do not attend a formal grievance meeting without good reason.

### **Informal Action**

It is important that you raise any concerns with your manager and work with them to explore options for resolution. Support and assistance from colleagues, other managers and or Trades Union representatives may be helpful.

### **Formal Procedure**

If your concerns remain unresolved after informal attempts at resolution the following steps can be taken:

You should raise your concerns in writing setting out details of the complaint, the efforts made to resolve the matter and the resolution you are seeking. This must be done within three weeks of the action complained of.

A meeting will be arranged to hear your grievance. You may be accompanied by an accredited trade union representative or work colleague at the meeting. The companion will be allowed to address the meeting in order to help you present your case.

Relevant documents and information to be discussed in the meeting will be forwarded to you and you will have the opportunity to submit evidence to support your case if you wish.

At the meeting you will have the opportunity to explain your complaint and how you think it should be resolved.

Wherever possible it is expected that options for resolving the grievance will be discussed and agreed at the meeting. However it may be necessary to adjourn the meeting to further investigate the issues.

Summary notes will be taken at the meeting and provided to you afterwards. You will have the opportunity to comment on the notes.

Following the meeting the hearing manager will write to you with their decision, outlining the basis of the decision reached and any action that is involved.

You will have the right to appeal against the outcome of the formal grievance process.

## **BULLYING AND HARASSMENT PROCEDURE**

The Care Group does not tolerate any form of bullying or harassment of colleagues. Such behaviour may lead to disciplinary action up to and including summary dismissal.

You are expected to behave appropriately at all times and to challenge any bullying or harassing behaviour by colleagues that you witness. You must also support any organisational procedures or initiatives designed to address bullying and harassment and report any behaviour of concern that you witness.

We will take reasonable and proportionate action to address concerns you have about the unwanted behaviour or harassment in connection with your employment by someone who doesn't work for the Care Group. This can include service users, family members and employees of other organisations.

Victimisation or any other unfair or inappropriate treatment of any person raising a concern about bullying and harassment will not be tolerated by the organisation and any colleague involved in such activity may be subject to disciplinary proceedings.

### **Informal action**

Where possible and appropriate you are encouraged to try and resolve problems with bullying and harassment informally before using the formal process.

You may feel able to speak to the person you feel has bullied or harassed you or can approach your trade union representative or manager to help you.

You may want to involve a mediator, which can be arranged through your manager.

If the informal approach does not resolve the issue you may decide to follow the formal procedure.

In some cases you or your manager may view the allegations to be of such a nature that the formal procedure involving investigation and possible disciplinary action is the right approach from the start.

### **Formal Procedure**

You should raise your concerns to your manager or in the case of a complaint against your manager, the next level of management, usually within three weeks of the action complained of.

The letter should give details of the complaint, the efforts made to resolve the matter and the resolution you are seeking.

Your manager will commission an investigation and provide clear terms of reference. The terms of reference will be given to you and the person you have complained about.

While we investigate your complaint we may arrange for you or the other person involved to be temporarily redeployed or temporarily change the person you report to.

Once the investigation is completed a report is provided to your manager, with the following potential outcomes:

*Investigation substantiates claim*

The case will be referred to a disciplinary hearing.

*Investigation does not substantiate claim*

The commissioning manager will meet with you to discuss and give you a copy of the investigation report [sensitive or confidential information may be removed].

Where the allegations are not substantiated further action could include:

- Recommending mediation
- Training for either party
- Redeployment for either party
- If the complaint has been judged to be malicious disciplinary action may be taken against you

You will have the right to appeal against the outcome of the formal bullying and harassment process.

## **HUMAN RIGHTS, EQUALITY AND DIVERSITY**

Tower Hamlets Care Group is committed to the principles of human rights and equality of opportunity for all in employment and service delivery. We take pride in our increasingly diverse community. The Care Group is committed to ensuring the delivery of positive outcomes for and no disproportionate impact on any of the protected characteristic groups as defined by the Equality Act 2010.

We are committed to create a service that meets the needs of all irrespective of their protected characteristic. A service that delivers better outcomes for patients, communities and better working environments for staff, which are personal, fair and diverse.

Our vision is for Tower Hamlets Care Group to become a leader in the field of promoting equality, valuing diversity and tackling Health Inequality whilst building strong and sustainable partnerships.

Our commitment is supported by a legal duty to provide all services and employment opportunities fairly and without unlawful discrimination. We are committed to providing quality services that everyone can access.

## **TERMINATION OF EMPLOYMENT**

### **TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE**

If you terminate your employment without giving or working your required period of notice, your employment contract will be terminated on the date you leave work. Any benefits, including salary and accrual of annual leave, will cease on the last day of your employment.

### **RETURN OF CARE GROUP PROPERTY**

On the termination of your employment you must return all Care Group property in your possession or for which you have responsibility. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you.