



Employee Handbook



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Introduction

Welcome to Serenta Homecare Ltd. We hope you will be very happy as part of our team.

We strive to provide our clients with the highest standards of service. To do so, it is essential that we maintain a positive working environment which enables all our employees to work to their full potential. We hope you will assist us in achieving this aim by observing our rules, policies, and procedures.

It is your responsibility to study the contents of this handbook. By doing so, you will gain useful information about our culture and values. You will also find out what you can expect from us as an employer and what we will expect from you as an employee.

The contents of this handbook, where suitable for incorporation as contractual terms, form part of or your contractual of employment. In the event of any conflict between the terms of this handbook and your contract of employment, the terms of the latter document will prevail.

We reserve the right to make reasonable modifications to the content of the handbook from time to time. Minor changes of detail, or changes required to comply with current legislation, will be notified to you by general notice. Any significant alterations will only be implemented following consultation with the relevant employees.

This handbook and your contract of employment are supplemented by policies relevant to your employment. Such policies are not contractual, but they are important documents, and you are required to be aware of their contents. Failure to observe the terms of our policies may result in disciplinary action being taken against you. Our policies will be reviewed and updated from time to time.

Joining the Organisation

Personal File

On the commencement of your employment, we shall create a personnel file containing documents, letters, etc relating to your employment with us.

We hold personal data to ensure compliance with our record keeping obligations and for the purpose of personnel administration. All personal data will be retained by us in a manual or electronic form and will be processed by us and or/representatives in accordance with the current statutory requirements. If your personal data is to be shared with any third party outside of the organisation, this will be in compliance with the GDPR.

We may use the information we hold to contact you when required. Such contact may require to be made outside your normal working hours.

In accordance with data protection, we shall maintain our records as accurately as possible. We require to be advised of any change in your personal circumstances or details, e.g. telephone number, change of address, change of next of kin.

You have the right to access, on request, certain information held by us on file about you.

We shall usually provide you with a copy of the requested information within 1 month of a valid request. We may on occasion, when your request is made via an unrecognised email address, for example, ask for evidence of verification that the request is from yourself. In exceptional circumstances where the deadline cannot be reached, we will write to you within 1 month of the verification of your request to advise of when the information will be provided.

Identity Documentation

Before starting work with us, we shall have requested from you proving your entitlement to work in the UK.

We are required to check and to satisfy ourselves that you are the rightful holder of any document/s that you provide to us. All documents will be checked for the likeness of photographs, dates of birth consistent with your appearance, expiry dates, stamps, endorsements and names. We are required to see original documentation, photocopies of the document/relevant parts of the document will be kept on your personnel file.

Depending on the particular documentation with which you have provided us prior to commencing your employment, we may require to undertake follow-up checks of your documentation on an annual basis. If in such circumstances you are unable to provide us with original copies or the documentation required in terms of the relevant legislation, your employment will be terminated.

Vetting, Barring and Referrals

Due to the nature of our business, we comply fully with the requirements of the vetting and barring checks administered by the Disclosure and Barring Service (DBS). Accordingly, if you have been recruited or transferred to work in a 'regulated activity in terms of the relevant legislation, we shall require you to undertake an enhanced criminal record check.

Unsatisfactory checks may require us to terminate your employment.

In terms of vetting and barring, we shall comply with our duty to refer to the DBS any relevant information concerning any employee working with children or vulnerable adults in a regulated or controlled activity where that employee has allegedly caused harm or poses a risk of harm to vulnerable adults/or children.

Arrangements in respect of payments in obtaining enhanced criminal record disclosures and registering with the DBS will be agreed with you in advance of the application. Serenta Homecare will fully fund the cost of your DBS on application for employment, however you will sign a document allowing Serenta Homecare to deduct the cost of the DBS from your final salary should you leave the company within 12 months.

Job Description

We will issue you with a job description of your job so that there is a proper understanding of the requirements of your job.

To reflect the changing needs of the business, adjustments to your Job Description may be necessary from time to time. (you will be consulted before any change)

Any job description provided to you will not form part of your contract of employment unless specified otherwise.

Probationary Period

Your first six months of employment with us will be a probationary period allowing us to monitor your capability, suitability and conduct.

Your employment may require to be terminated during, or at the conclusion of, your probationary period if we consider you to be unsuitable for your particular role.

Alternatively, we may decide to extend your probationary period to allow us further time to assess your suitability.

Induction

We shall attempt to ensure that you are introduced to your job in a manner appropriate to the work to be undertaken by you. You will be trained, where necessary, in order that you are aware of our practices and can operate safely and to the required standard. If, following your induction, you are confused about any aspect of our procedures or practice, or you

have any concerns regarding your ability to operate safely and to the required standard, you should contact your line manager.

Our Rules and Standards of Conduct

Time Keeping

Our productivity, efficiency and effectiveness depend on the regular and punctual attendance of all employees.

Breaks – if you work a shift of 6 hours or less (excluding adolescent workers), there is no legal entitlement to a fixed break, any break granted is at the discretion at management.

You are responsible for ensuring that you arrive at work early enough to enable you to begin your job or appointment at the allotted start time and in line with Serenta Homecare Dress Code Policy. Similarly, you are required to remain at your appointment at least until your contracted finishing time, unless granted prior permission by your Care Coordinator to leave work before that time. The same principles apply to breaks; the time allocated must not be exceeded unless special prior permission has been given.

If you are likely to be late for work at the start of your working day/shift, you must telephone the office as soon as possible to explain the situation and give an indication of when you expect to arrive at work.

You are required to comply with the time recording rules and procedures applicable to your position. Failure to comply with our rules, without a satisfactory reason, could result in disciplinary action being taken against you.

Appearance and Dress

Please refer to Serenta Homecare Dress Code Policy.

As you will meet Clients and their families your appearance must be always professional both within the workplace and when representing our business elsewhere.

If you are required to wear a uniform, you must ensure that you do so during all working hours.

Uniforms must always be clean and worn in a presentable fashion. Uniforms issued to you may not be altered in any way without our permission.

Uniforms issued by us remain our property. You must take responsibility to ensure that good care is taken of any uniform issued to you, and return any uniforms issued to you on the termination of employment. Payment of any final sums due to you upon termination of your employment will be delayed until all items of our uniform in your possession have been returned in good condition.

If your role requires protective clothing, you are required to wear this clothing while carrying out your duties whenever required by law or our rules.

If you disregard these rules, you may be subject to disciplinary action.

General Conduct at Work

During working hours, you are required to devote all your time and energies to the service of the business.

We expect you to conduct yourself in a reasonable and appropriate manner towards all those with whom you come into contact with during your employment with us.

You have an obligation to ensure that you do not act in a manner, which could be considered to be discriminatory conduct, harassment or bullying.

You are expected to achieve and maintain a good standard of work and to demonstrate a conscientious approach to your role.

You are expected to show the skill or aptitude required for the job, especially where such skills are claimed or implied at the time your employment commenced.

You are expected to read and observe all authorised notices that are displayed by us.

Health and Safety

We expect you to observe our Health and Safety Policy and any related rules and procedures.

You must not take any action that may threaten your own health and safety or that of your colleagues or of any third parties.

You should report any health and safety concerns without delay.

A Manager should be advised of any accidents that take place on our premises or that occur during working hours. Every accident/ incident/ medication error/ near miss should be reported, no matter how minor. We will require your co-operation into any subsequent investigations carried out by us.

Drugs and Alcohol

We expressly prohibit the use of any illegal drugs or of any prescription drugs that have not been prescribed to you.

It is a criminal offence to be in possession of, use or distribute an illicit substance. If we suspect you have committed any such offences while on our premises, or while engaged elsewhere on our business, the offence will be initially investigated by us.

This may lead to disciplinary action being taken against you and the matter being reported to the Police.

You may not:

- Report, or endeavour to report, for duty having consumed drugs or alcohol likely to render you unfit and/or unsafe for work
- Consume or be under the influence of drugs or alcohol while on duty, including during authorised breaks

You should inform your line manager of any prescribed medication that may have an effect on your ability to carry out your work properly and safely. Drugs that cause drowsiness must not be used while at work.

If you are suffering from a drug or alcohol dependency you should advise a Senior Manager. We will seek to provide reasonable assistance by treating absences for treatment and/or rehabilitation as sickness absence. If you fail to accept help or fail to continue with treatment you may be subject to our normal disciplinary procedures.

Smoking

We do not permit smoking anywhere on our premises or a client's premises. Any breach of our rules on smoking may lead to disciplinary action being taken against you.

Personal Relationships

If you are involved in a close personal relationship with a colleague, you should inform your line manager immediately. The information declared will be recorded on the relevant personal files and treated in strict confidence.

Political Activity

While we recognise your right to hold political opinions and to take part in political activity in your own time, you are not permitted to take part in any type of political activity while you are at work.

Telephone or Electronic Devices

Our devices are intended for business use. Serenta Homecare allow a reasonable amount of personal use for normal landline calls and normal SMS messages. Serenta Homecare strictly prohibit excessive personal use of our devices or calls/ SMS messages to any numbers that may charge a premium. If you breach these rules, you will be responsible for the cost and may be subject to disciplinary action.

Safety/Security

If you are issued with one of our devices, you must take proper care of it and ensure its security at all times. For example, devices should not be left unattended in parked cars.

If, as a result of your carelessness or negligence, any of our devices are lost or damaged, we reserve the right to take appropriate disciplinary action against you and deduct the cost of replacement or repair from your salary or wage.

Personal Mobile Phones

Personal mobile phones brought onto our premises, or any premises on which we operate, should be kept switched off during working hours and used only during authorised work breaks. Unless your phone is being used for work purposes.

Work Mobile Phones

Upon employment a company mobile phone is available if requested. The use of the phone for personal phone calls is not authorised, although the company recognises that you may in emergency situations have to make a personal phone call or text message during working hours or outside working hours.

Power Banks

It is your responsibility to ensure that the phone is charged adequately for your shift, although the company recognises that when a full shift 7am-2pm 2pm-10.30pm is being completed the phone may need further charge, in this case power banks are available at the office upon request.

Camera Telephones/Equipment

You may work with confidential information or have access to it. Accordingly, unless you have obtained the permission of your line manager, you may not use whether on our premises or elsewhere, any one of the following:

- A mobile telephone with camera function
- A digital or other camera
- A camcorder or similar devices
- A tape or other recording device for sound or pictures

You should note these rules do not restrict any confidentiality obligations in your contract of employment, this handbook, any of our policies currently in force or any other confidentiality or non-disclosure agreement. These continue in full force and effect.

Our Property

You should use our property only for the purpose for which it is intended. Our property must not be removed from our premises without our prior written approval.

If you become aware of any loss of, or damage to, our property you should report the matter to your line manager immediately.

Minimum Waste

We endeavour to run our operations in a cost effective and efficient manner. This is necessary to protect the future of our business and to minimise the environment effect of our operations. Accordingly, you should take care during the performance of your duties to avoid any necessary use of services, energy etc.

Gratuities

All monetary gifts offered to an individual employee in whatever form, should be declined.

Employees must not accept free services in kind for their personal affairs from businesses or individuals they deal with in the course of their work for the business.

Non-monetary gifts to employees (e.g., chocolates or flowers) should wherever possible be taken to the office and shared with colleagues. Where this is not possible, your line manager should be notified of the gift. A record must be kept of all gifts exceeding £10 in value.

There are no occasions that an employee should have monies bequeathed to them by a client. If this is done without the employees' knowledge, then this should be made known to your line manager. Any attempt to solicit goods or inclusion in a clients will, will be regarded as gross misconduct.

Please refer to Serenta Homecare Professional Boundaries & Gifts and Gratuities Policy

Personal Property

Items of personal property, including motor cars and other vehicles, are brought onto and left on our premises at your own risk. We do not accept responsibility for the loss of, or damage to, any such property.

Other Employment and Conflicts of Interest

You are not permitted to undertake any other employment, or hold any office, without our express written permission.

We will not permit you to have any interest in any business or undertaking or to engage in any other activities that might interfere with the performance of your duties or create a conflict of interest.

If you wish to be engaged in any other employment or to have any outside business interest, whether financial or otherwise, you must seek the written permission of a manager.

Conduct Outside Working Hours

We do not wish to intrude on your interests/activities outside normal working hours. However, you should not become involved in activities which prevent you from fulfilling your duties or which result in adverse publicity to the business, which brings the business into disrepute, or which harms our commercial relationships. For the avoidance of doubt this requirement extends to the appropriate use of social networking sites, which are in the public domain.

Any breach of the above rules may result in disciplinary action being taken against you under our disciplinary procedure, which could result in your dismissal.

Disclosures of Criminal Convictions

Criminal charges, or convictions, for sexual offences or for offences of dishonesty or violence committed during the period of your employment with us, whether committed during or outside normal working hours should be reported to management immediately. Such charges, or convictions, may result in disciplinary action being taken against you up to and including summary dismissal. Failure to disclose such criminal proceedings/convictions that arise during the period of your employment could also result in disciplinary action being taken against you up to and including summary dismissal.

A charge or conviction for any other type of offence during the period of your employment should also be reported to your manager. Such charges or convictions may result in disciplinary proceedings being taken against you, up to and including dismissal, where, in our opinion, the charge or conviction

- Affects your suitability
- Impairs our business reputation
- Seriously undermine the trust and confidence that we have in you

Failure to disclose such criminal proceedings/convictions that arise during the period of your employment could also result in disciplinary action being taken against you up to and including summary dismissal.

You will be required to sign a disclaimer during your supervision confirming that you have received no criminal convictions or being investigated for such.

Gambling

You are not permitted to gamble, bet, run sweep stakes on our premises without the prior written permission of your line manager.

Buying/Selling Goods

Buying and/or selling of goods, whether on your own account, or on behalf of any other party is not permitted on our premises.

Pay and Expenses**Rate of Pay**

Your contract of employment will specify the rate, frequency and method of payments of your wage/salary. This document will also specify whether you are entitled to payment for working additional hours.

Your basic rate of pay will be reviewed annually without any obligation to increase pay. Increases will be at Serenta Homecare absolute discretion. Any resulting changes to your pay will be notified to you in writing.

Pay Statement

An itemised pay statement will be sent to you on, or prior to your normal pay date. This will show how the total amount of your pay has been calculated for the relevant pay period including any deductions that have been made such as PAYE and NI Contributions.

Pay Administration

It will be your responsibility to ensure we have been provided with a note of your bank/building society account name and number and sort code number, and to keep us advised of any changes to this account.

If you are overpaid for any reason, the excess will normally be deducted in full from your next payment. However, if this would result in hardship, we may consider making several smaller deductions over a longer period.

Workplace Pension Scheme

We will comply with the duties owed to you in accordance with Part 1 of the Pensions Act 2008

We will:

- Enrol eligible jobholders in an automatic enrolment scheme
- Provide information about auto-enrolment to you, your fellow employees, and any other categories of workers
- Set up opting-out processes for you and other employees
- Allow you if you have not been automatically enrolled (or have previously opted out) to opt into an automatic enrolment scheme
- Re-enrol you in an automatic enrolment scheme three years after our staging date if you opted out of auto enrolment

Tax Year Details

At the end of each tax year you shall receive a Form P60 detailing the total pay you have received during that year and the amount of any deductions made in respect of income tax and national insurance contributions.

We may also require provide you with a P11D detailing any benefits that you have received during that tax year.

Duplicates of these documents cannot be provided.

Other Benefits

Any benefits which we choose to provide, from time to time, which are not expressly referred to in this handbook or in your contract of employment shall be regarded as ex gratia and made at our absolute discretion. The provision of these benefits shall not confer any contractual entitlement upon you.

Annual Leave

Holiday Year

Our holiday year begins on the 1st April and end 31st March each year.

Holiday Entitlement

Your contract of employment details your annual holiday entitlement including any public/bank holidays, substitute days, which are part of that annual holiday entitlement. You will be notified of any changes to your entitlement by letter or general notice.

During Your First Year of Service

If you join us part way through a holiday year, you will be entitled to the proportion of your holiday entitlement based on the period of your employment during that holiday year.

Entitlement during your first year of service is calculated as a proportion of the full year entitlement for each completed day of service.

Entitlements During Leave

If you are absent on sick leave, you will continue to accrue your full statutory holiday entitlement (currently 5.6 working weeks). Entitlement will be calculated pro rata for part timers.

For the purpose of calculating the period of continuous absence, we will disregard a return to work that is less than 2 working weeks.

You will accrue holiday entitlement during ordinary and additional maternity/ adoption/ paternity and parental leave periods.

Carrying Forward Annual Leave

All of your annual holiday entitlement must be taken during the holiday year in which it has been accrued, or it will be forfeited unless you receive authorisation from a senior manager.

Payment in Lieu

We do not make payments in lieu of untaken holiday entitlement.

Holiday Requests

We will seek to be as flexible as possible when dealing with your requests for annual leave. However, in order that we can manage staffing levels we require at least four weeks' notice prior notification of the time you wish to take as holiday unless agreed by a manager or designate individual.

Requests will be processed by us in the order in which they have been received. All holiday requests must be made in writing to your line manager or designate individual.

Holidays may not be booked unless you have received authorisation. Should you book a holiday prior to receiving the necessary authorisation from us, we will not accept liability for any financial loss resulting from the subsequent cancellation of the holiday. No more than two consecutive week's holiday will be allowed to be taken unless exceptional mitigating circumstances exist. Such requests are made at the absolute discretion of the business and should be submitted in writing to the Registered Manager.

We may need to refuse your request or vary the dates that you have requested in accordance with our staffing requirements. After your holiday dates have been confirmed

you will not be entitled to change them without receiving the authorisation of your line manager or designate person.

Sickness During Holidays

If you fall sick or are injured while on holiday, we will allow you to transfer to sick leave and take replacement holiday at a later time. This entitlement is subject to the following strict conditions:

- The total period of incapacity must be fully certified by a qualified medical practitioner (where it exceeds seven days)
- You must contact us by telephone as soon as you know that there will be a period of incapacity during your holiday
- You must submit a written request no later than 5 days after returning to work setting out how much of the holiday period was affected by sickness and the amount of leave that you wish to take at another time

If you are ill or injured before the start of a period of planned holiday, we will consent to you postponing the holiday dates to another mutually agreed time. Any period of sickness absence will then be treated in accordance our rules on sickness absence. You must submit a written request to postpone the planned holiday, and this must be accompanied by a letter from the doctor confirming that you are unfit, or is still likely to be unfit, to take the holiday.

Your request to take any replacement holiday must be in accordance with our rules on holiday requests above. We may require you to take all or part of your replacement holiday on particular days. We are not required to provide you with any minimum period of notice to do this although we will endeavour to provide reasonable notice.

Holiday Pay

The normal basis of the calculation of your holiday pay is detailed in your contract of employment.

Unauthorised Annual Leave

If you have been refused a request for the annual leave but fail to attend work (either saying that you are sick or by making no contact), we shall investigate this as a potential unauthorised absence.

Termination of Employment During the Holiday Year

If you leave our employment during a holiday year, you will be entitled to be paid for any accrued annual leave for that holiday year that you have taken by the date of termination.

We may require you to take any outstanding entitlement during any period of notice, whether that period of notice has been given by you or by us.

If, on your date of termination, you have taken paid holiday leave in excess of your accrued entitlement for that holiday year, you shall be required to reimburse us in respect of this excess. We reserve the right to deduct the appropriate sum from your pay.

In the event that you are summarily dismissed, leave our employment without giving proper notice under your contract of employment to pay in lieu of outstanding holiday entitlement will be restricted to the statutory entitlement. You will not be entitled to pay in lieu of contractual holiday over and above the statutory minimum entitlement.

Absence

Short Term Absences

While appreciating that there will inevitably be some short-term sickness absence amongst our employees, the efficiency of our operational and business needs is of vital importance. If you are frequently and persistently absent from work, this can damage our efficiency and productivity as well as placing an additional burden of work on your colleagues. Accordingly, if you are absent from work, you will be required to comply with the following rules:

- Notify your line manager, the care coordinators or on-call if you are ill or unable to attend work for any other reason. Notification should be made as soon as possible but no later than six hours before your shift is due to start. Notification should be made in person (unless there are exceptional circumstances for not doing so) by telephone. Text messaging will not be acceptable. You should explain the reason/s that you are unable to attend work and give an estimate of how long the absence will last.
- If you have been suffering from an infectious or contagious illness you should not report for work without obtaining clearance from your doctor to do so. If you are in any doubt about this issue, you should notify us and consult your doctor.
- Attend a return to work interview with your line manager on your return to work to discuss your absence we shall discuss the reasons for your absence including any personal problems which you may be having a detrimental effect on your attendance record, failure to follow our notification procedures, fitness to resume your normal duties, general attendance record, and, if appropriate, an agreed timescale during which your general attendance can be assessed.
- Complete and submit a self – certification form on return to work for all periods of sickness absence of up to one working week. If you are absent from work for longer than seven days your absence must be covered by a doctor's fit note certificate. Your first certificate should be submitted on the eighth calendar day of your absence, and you must submit any further certificates on the day which your previous certificate expires.

- Provide a doctor's certificate or fit note for a period of sickness absence of seven days or less if specifically requested to do so by us. In these circumstances, we will reimburse you for the cost of obtaining a private certificate on submission to us on receipt.
- Agree on request to be interviewed and/or examined by an occupational doctor nominated by us and to authorise the release to us of any medical report instructed by us. We will meet all costs associated with any such examination and/or medical report.
- Cooperate with regard to the possible implementation of any adjustments to job duties, hours or working conditions, resulting from recommendations made by your doctor. For the avoidance of doubt, the advice on a fit note is not binding on us and whilst we respect such advice and will be considered carefully, we reserve the right not to follow it.

Long Term Absence

While very sympathetic to long – term absences our employees, we have to be attentive to our operational and business needs at all times. Accordingly, during any long-term absence we shall assess and review periodically with you, your capability to carry out your normal job. The process could ultimately result in a termination of your employment in these circumstances we will:

- Review your absence record to assess whether or not it justifies termination
- Fully consult with you and establish your own views and opinions with regard to your health
- Obtain up to date medical advice
- Consideration of any reasonable adjustments that could be made to facilitate your return to work
- Advise you in writing as soon as it is established that termination of employment has become a possibility
- Meet with you to discuss the options and to consider your views on continuing employment
- Consider whether there are any jobs that you could do prior to taking any decision on whether or not to terminate
- Allow a right of appeal against any decision to terminate you on grounds of long-term ill health

- Arrange a further meeting with you to determine any appeal

Contact During Absences

During any period of absence, whether short or long, we reserve the right to contact you in order to be made aware of your current state of health and/or to arrange a medical welfare meeting.

Medical Records and Reports

As mentioned above, we may consider, if necessary, to request details regarding your health from a medical practitioner. When this is the case, you will be fully informed of your rights under the Access to Medical Reports Act 1988 and/ or General Data Protection Regulations and your permission will be sought for the report to be obtained.

If you have any queries on your rights under Access to Medical Reports Act 1988 and /or General Data Protection Regulations or the procedure to be followed, you should contact your manager.

When requesting a report from your medical practitioner, we will provide the medical practitioner with as much information as possible on your role and explain why the report is being sought.

We will provide the medical practitioner with;

- Your signed consent to the request for a medical report
- Confirmation that you are aware of your rights under the Access to Medical Reports Act 1988 and/or General Data Protection Regulations
- Details of the major features of your job and information on your absence

We will ask the medical practitioner to identify:

- The nature of your illness
- When, if ever, you are likely to be fully fit to resume your normal duties
- Any alternative duties you may be fit to undertake and when you are likely to be fit to undertake such duties
- Any reasonable adjustments which could be made to your working conditions or work premises which would facilitate a return to work
- The likelihood of recurrence of the illness once you have returned to work

If you refuse us permission, or delay consent, to contact your medical practitioner, we may have to make a decision without the benefit of access to medical records.

If we wish to take action following the report, we shall do so only after consultation with you and full and careful consideration of all the facts provided.

Sick Pay

If you are absent from work due to sickness or injury, you may be entitled to Statutory Sick Pay (SSP) from the first qualifying day of your sickness absence, provided you meet the eligibility criteria set out in the current SSP regulations.

To qualify for SSP, you must comply with the Company's sickness absence reporting and notification procedures, including providing any required evidence of your absence. SSP will be paid in accordance with the prevailing statutory rates and legislation.

Family Friendly Entitlements

Maternity Rights

Your maternity rights will be accordance with the current relevant statutory regulations.

Paternity Rights

Your paternity rights will be accordance with the current relevant statutory regulations.

Adoption Rights

Your adoption rights will be accordance with the current relevant statutory regulations.

Parental Leave

Your rights in respect of Parental Leave will be accordance with the current relevant statutory regulations.

Flexible Working

Your right to request flexible working will be accordance with the current relevant statutory regulations.

Shared Parental Leave

Your rights to shared parental leave will be accordance with the current relevant statutory regulations.

Time Off Work

Dependant Incident Leave

You are entitled to take a reasonable amount of unpaid time off during working in order to take action:

- To provide assistance when a dependant falls ill, gives birth or is injured or assaulted
- To make arrangements for the provision of care for an ill injured dependant
- In consequence of the death of a dependant
- Because of the unexpected disruption or termination of arrangements for the care of a dependant
- To deal with an incident that involves your child and occurs unexpectedly while the child is at school/other educational establishments

You must inform the Registered Manager reason for your absence and how long you expect to be absent as soon as is reasonably practicable. Time off work under this right is envisaged as being no more than one or two days in most cases.

A dependant is defined as your spouse, civil parent, a person who would reasonably rely on you for assistance if he/she fell ill or was injured or assaulted, or who would rely on you to make arrangements for the provision of care in the event of illness or injury; or in relation to the disruption or termination of care for a dependant, any other person who reasonably relies on you to make arrangements for the provision of their care.

Compassionate Leave

If you suffer a bereavement, we will endeavour to be sympathetic to your needs. Your Care Coordinator will discuss the situation with you and agree upon a suitable period of leave of absence and advise whether payment will be made during this leave of absence.

Requests for compassionate leave will also be considered in the case of serious illness of immediate family, immediate is defined as your spouse, civil partner, parent, child, or sibling.

Religious Holidays

Subject to the required notice of the holiday dates requested being given to us in the usual way you will normally be able to use your holiday entitlement to observe special religious holidays.

Medical and Dental Appointments

We recognise that you may need, from time to time, attend, medical, hospital, dental, optometry and other similar appointments. You are required to try to arrange such appointments in your own time. If this is not possible, you should try to arrange such appointments at the very beginning or very end of the working day to minimise the inconvenience of your absence.

If you require time off to attend a medical or similar appointment you will be given reasonable time off, payment is granted at the discretion of the Registered Manager on the provision that you have given reasonable notice of the date and time of an appointment.

During pregnancy, you may take time off from work to attend antenatal classes. Please give as much notice as you can of your intention to take time off. If you haven't already given us a certificate of your pregnancy from your midwife, doctor or health visitor then we will ask you to provide this and an appointment card, except for the first appointment.

Jury Service

If you are called up for Jury Service or cited as a witness in a court case, you should contact your line manager to request time off work. In requesting time off, you must provide a copy of the court/summons/witness citation. You will be given time off without pay and you should submit a claim to the court for loss of earnings.

You should provide your line manager with details of when you will be absent from work. On return to work you should also provide the date and time of your release from your jury/witness duties.

If on any day your services are not required at the court, you shall return to work for that day.

Public Duties

If you hold a public office or public position, we will grant a reasonable amount of unpaid time off work so you can perform the duties associated with that position.

If, the amount of time off that you require for public duties becomes excessive, or begins to cause operational difficulties, we may be permitted to take time off out of your annual leave entitlement for this purpose.

Severe Weather/Public Transport Disruptions

You should use your best endeavours to attend work in all circumstances. If you are unable to attend work or are delayed by the weather conditions or disruptions to public transport you should contact the office or on-call supervisor as soon as possible.

If you are delayed, you will have the opportunity to make this time later. If lateness amounts to half the time of your normal working day, we shall decide as to whether you will:

- Take the time as annual leave

- Make up for the time later

Performance and Training

Performance Review

We monitor performance on an on-going basis. We believe this allows minor issues to be identified at an early stage in order that they can be remedied by either informal counselling or training.

We hope such approach will resolve most problems. Regrettably, if we continue to have concerns about your performance, we may need to conduct further investigations. We shall consider whether further training or assistance will resolve any difficulties identified but we reserve the right to take disciplinary action if we believe it is appropriate to do so.

Please refer to Serenta Homecare Performance Management Policy

Internal and External Training

We appreciate that each of our employees is an asset to our organisation with the opportunity to develop if given suitable training opportunities.

You may be offered a range of training and development opportunities during the course of your employment. Providing training involves an investment of time and/or resources on our part. As a consequence, the offering of opportunities will always be considered in accordance with both your development and our business needs.

We may offer, or provide support for, the following types of training:

- **Skills Enhancement** – Your skills may be improved by on-the-job training given by recently trained and/or more experienced colleagues. On occasions, we may organise mandatory training on account of your role during the course of your employment. However, if on-the-job training cannot be arranged, or is inappropriate, we may decide to organise internal training events or arrange for you to attend suitable external training. We shall also consider any specific requests made by you to attend external training which you believe will enhance your skills. It is imperative that you attend the designated training event arranged for you. If you fail to attend the training event without satisfactory reason, you will be subject to disciplinary action.
- **Health and Safety Training** – You may be considered for courses dealing with health and safety issues including manual handling, risk assessment, fire safety, first aid, and food and hygiene regulations. In respect to our duty of care to you, it is imperative that you attend such training events. If you fail to attend the training event without a satisfactory reason, you will be subject to serious disciplinary action which ultimately could lead to your dismissal if further transgressions occur.

Training Costs

Training offered, or supported, by us will often have significant cost implications. If you leave our employment within 12-month period immediately following the completion of the relevant course, you may be liable for the cost of this training which may be deducted from your final salary payment. This is necessary to protect our investment in your training

Confidentiality and Security

Confidentiality

In the course of your employment with us, you may come into possession of confidential information.

Confidential information is any information of a confidential nature relating to our business and may include:

- Our business plan, business strategy and marketing plans
- Financial information relating to us, our financial results and financial forecasts
- Details regarding our employees, clients, service user's family and officers including the remuneration and other benefits paid to them
- Incidents and investigations relating to our operations of business
- Information relating to any pitches and tenders contemplated, offered or undertaken by us or on our behalf
- Confidential reports or research commissioned by or provided to us
- Any of our trade secrets including know-how and confidential transactions
- Details of any project on software development or any information relating to any type of replicated digital data medium including magnetic media tape, CD ROM, memory sticks or data designed to be circulated on the internet or any information relating to the care of clients used by us in the course of our business
- Information relating to research activities, undertaken by us or on our behalf
- Details of any transaction, contract or dealings with any person or body in respect of which we owe an obligation of confidence to a third party

- Any information which you have been told is confidential and any information which has been given to you in confidence by clients, suppliers or other persons

This list is not exhaustive.

Unless acting in the proper performance of your duties, or required by law, you must not disclose to any person or body, or use, any confidential information that you obtain during the course of your employment. These restrictions apply to disclosure of confidential information to work colleagues apart from certain named individuals. These restrictions shall continue after your employment has been terminated but shall cease to apply to any information of knowledge that subsequently comes into the public domain, other than as a result of unauthorised disclosure by you.

Confidential information, in whatever format made or received by you during your employment is our property.

You must return to us, on our request or upon termination of your employment, any confidential information which belongs to us and is in your possession or under your control. You must delete, on our request, all confidential information in your possession and destroy any other documents and/or items which are in your possession or under your control and which contain or refer to any confidential information.

You must not retain any copy/copies of any confidential information belonging to us. At any time during your employment, or following termination of your employment, we may require you to provide a written undertaking that you have returned all property belonging to us including confidential information and that you have not retained any copy/copies of confidential information belonging to us.

Verbal communications:

- You will be provided with training on verbal communications. You must take appropriate precautions not to reveal confidential information e.g., to avoid being overheard when making a phone call or not to have confidential conversations in public places or open offices. breach of this procedure may be a disciplinary or legal offense.

Postal services and couriers:

- We will ensure that all confidential information we transfer by post or courier is done so as securely as is practicable. All records transferred in this manner are addressed to a named individual and marked "Private and Confidential". All records which are posted will be done through signed-for delivery so that it is guaranteed that the correct person receives the record.

Data Protection

You understand the need for the collection, storage and processing by us, or by any associated Company, or by our third-party representatives as part of this employment relationship for various reasons. We will keep a record of our processing activities in respect of personal data in accordance with the requirements of the General Data Protection Regulations.

Special categories of personal data relating to you, as an example, may include but is not limited to self-certificates, doctor certificates, medical reports or other health data, financial information and details of trade union membership.

We shall review any personal data held by us on a regular basis to ensure that it is accurate, relevant and up to date.

Media Statements

Only a Senior Manager or Director is authorised to make statements to the media concerning any matters relating to our business.

Right to Monitor

We reserve the right to monitor and any monitoring will be legally compliant, and details of any monitoring would be made available to you.

Random and Specific Checks

We may require you to submit to a personal search and/or a search of all your baggage, personal items, lockers, car, etc. We may do so at any time while you are on our premises or engaged on our business.

Searches may be required to protect both the business and our employees from illegal activities such as:

- Any theft of our property or property belonging to another employee or third party
- The possession or supply of illegal substances.

A request to carry out a search does not indicate any suspicion of wrongdoing; searches will normally be carried out at random. However, we also reserve the right to stop and search you when we reasonably suspect that you may have committed an illegal act.

If you are found to be in unauthorised possession of our property, or property belonging to another employee or third party you will be suspended on full pay and the matter will be the subject of further investigation. This may lead to serious disciplinary action including dismissal. You may also be reported to the police.

If you unreasonably refuse to submit to a search in accordance with our rules you will be subject to disciplinary action.

Termination of Employment

Resignation

If you wish to terminate your employment you are required to give your notice in writing to the Registered Manager. Your letter should provide clear reasons for your decision. The notice given should be in accordance with the period of notice detailed in your Contract of Employment.

We require you to attend an exit interview prior to your departure.

Notice of Termination

Should you fail to give prior notice of termination or fail to work your full contractual notice without our prior agreement, we may withhold or deduct from any money owed to you a sum to any loss suffered by us in consequence of your failure.

The sum deducted/withheld may be in part satisfaction of our claim only. Accordingly, we reserve the right to claim damages from you more than the sum deducted or withheld.

By mutual agreement, these notice periods may be waived or varied.

Payment In Lieu Of Notice

We reserve the right, at our absolute discretion, to make a payment in lieu of notice for all or any part of your notice period upon the termination of your employment (rather than your working out your notice period). This provision applies whether notice to terminate the contract is given by you or given by us.

Garden Leave

If you have resigned with notice, or you have been given notice of termination of your employment by us, we reserve the right, at our absolute discretion, to require you not to attend your place of work for all or part of the notice period.

In these circumstances, your contract of employment will continue in force until the end of your notice period, and you will continue to receive full pay and any contractual benefits to which you are entitled in the normal way. You will also remain bound by all the obligations and restrictions set out in your contract of employment, save the duty to attend work. You must remain available to be contacted by us during this notice.

You are not permitted to take up employment elsewhere during your notice period.

Redundancy

We may face circumstances when factors such as changes in our market, changes in technology or changes in our organisational requirements may result in a potential redundancy situation.

We shall take all possible steps to avoid redundancies including the consideration of:

- The reduction of overtime to a minimum
- Whether we can reduce the numbers of casual employees, temporary employees and contract employees
- Whether a temporary ban can be placed on recruitment into any posts that become vacant
- Whether measures such as short time working and/or lay off can be implemented

We will ensure that potentially affected employees are notified at the earliest possible opportunity whenever it appears that a redundancy situation may exist. Full consultation over any proposals involving possible redundancies will take place as soon as reasonably practicable and no final decision will be taken without full consideration of any suggested alternatives.

Retirement

We do not operate a compulsory retirement age for our employees.

We believe that you should, wherever possible, be permitted to continue working for as long as you wish to do so however, we operate a flexible retirement policy and you may voluntarily retire at any time.

If you wish to retire voluntarily, you should inform the Registered Manager in writing as far in advance as possible and, in any event, in accordance with your notice period as set out in your contract of employment. This will assist us with our succession planning.

We will then write to you acknowledging your notice to retire and arrange a meeting with you to discuss arrangements for retirement, including the intend retirement date, succession and handover plans, pension details and phased retirement, if applicable.

You should consider any pension provision you hold, and ensure you take independent financial advice before making any decision in relation to your retirement.

Return of Our Property

Prior to your official leaving date, you must return to us all documents (including copies or summaries and whether in eye readable or machine-readable form), software, hardware, books, office equipment, keys, uniform, security passes, phones, credit cards, car and any other property belonging to us.

We reserve the right to specify an earlier date for the return of such property. You must also return to us any property that may come into your possession or control after the termination of your employment.

If you fail to return our property by your leaving date, or by any other specified date, we shall be entitled to withhold the whole or any part of any wages due from us to you up to the current market value of the property not returned. We also reserve the right to issue civil proceedings against you and claim compensation to the extent that any outstanding pay does not cover the current market value of the property not returned.

Document Control

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