



# **Knightingles Healthcare Services Ltd**

## **Staff Handbook**



Healthcare services delivered  
by a workforce of qualified  
and experienced professionals

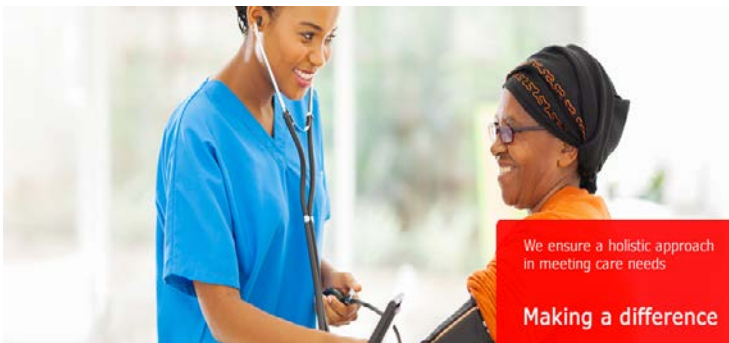
**Making a difference**

**Date 5 February 2016**

# In safe hands



# Friendly and supportive



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## **Welcome to Knightingles Healthcare Limited**

Knightingles Healthcare Limited is a nursing and domiciliary care agency set up and run by nurses for nurses. We pride ourselves on putting people first and developing and forging long lasting relationships with both our staff and the clients we serve.

### **Our Vision**

Our vision is to be the leading provider of temporary staffing solutions to the NHS and independent sector. We aim to lead through the provision of highly trained staff who embrace our ethos and values to put the service user and carers at the center of everything that we do so that in putting people first we are able to support the provision of high quality, seamless and responsive services. We aim to go a step further than other agencies in that our staff are given 121 training on the Care Quality Commissions five fundamental standards of quality and safety, so that they fit in with receiving teams and support them in meeting compliance requirements.

Our vision is underpinned by five goals which inform our entire business plan.

- To be the employer of choice where staff are highly valued, well supported and rewarded
- To create a dynamic and flexible working environment where staff are motivated and committed to providing high quality care
- To embed a learning culture where staff develop their full potential and deliver excellent care
- To be the provider of choice for service users, carers, the community and commissioners
- To work in partnership with the community to promote the wellbeing of others, whilst making a positive contribution to the environment

### **Our Values**

We aim to please always and we do this by being

- KIND
- RESPECTFUL
- PROFESSIONAL
- CARING
- ATTENTIVE.

### **Introduction**

This Staff Handbook provides you with a summary of the policies and procedures that operate in Knightingles Health Care Ltd. It should be read in

conjunction with your contract of employment as both documents form part of your terms and conditions of employment.

To respond to the changing needs of Knightingles Health Care Ltd as well as changes in legislation, the policies and procedures may need to be amended from time to time and when this occurs you will be informed of these changes.

If you have any questions about this Staff Handbook, please contact your manager.

### Useful numbers

Dept. /Point of contact	Address	Phone Number
24/7 Line On Call Manager	15 Town Square Chambers, Suite 23 A& B, Stevenage, Herts, SG11BP	07539717920
Knightingles Office	15 Town Square Chambers, Suite 23 A& B, Stevenage, Herts, SG11BP	01438 723209
NMC	Nursing and Midwifery Council 23 Portland Place London W1B 1PZ	020 7333 9333
Home Office UK Border Agency	Direct Communications Unit 2 Marsham Street London SW1P 4DF	0870 606 7766

# Reliable



# Flexible



## **Working through a Personal Service Company (PSC) or an Umbrella Company**

Knightingles Health Care can engage with you via your own Personal Service Company or an Umbrella company. Please contact your consultant for the Knightingles Health Care preferred supplier list of Umbrella Companies.

Knightingles Health Care has undertaken a process to ensure that we only pay Umbrella Companies that fully meet their legal and financial obligations that pay you promptly and offer standard insurance levels.

## **Your First Assignment with Knightingles Health Care**

Before every assignment you will be given the following information:

- Department and address of your place of work
- Department telephone number
- The name of the person that you should report to on arrival
- Your rate of pay
- Details of accommodation, if appropriate
- Any other important information about your role.

On arrival at your new job please take time to familiarize yourself with the department's policies and procedures which will be unique in every place you work. Please check with the senior member of staff what will be expected of you during your working day and don't forget to wear your Knightingles Health Care ID badge at all times and a clean smart Knightingles uniform. Please be reminded that you must request induction on any new ward/unit or home you work in. This is vital for both staff and patient safety reasons.

## **Attendance and Timekeeping**

Employees are expected to attend work punctually at the hours defined in their contract of employment. Employees must receive prior approval from their manager to leave Knightingles Health Care Ltd premises during working hours except during lunch breaks. This will enable Knightingles Health Care Ltd to ensure that employees can be located in the event of an emergency. For locums allocated to work with any of our clients, breaks will be arranged according to the client's schedule.

## **Locum Booking Shifts, Cancellations & Communication**

Please book your shifts by texting your availability to your consultant as well accepting shifts from/through Rota Cloud. Regular and effective contact is

vital so we can find you the work you require. Please let us know your availability and key requirements as often as possible. Please also advise us of your self-booking arrangements, as this will ensure you are paid promptly and correctly. If our client cancels your booking, we will inform you immediately and aim to place you with suitable alternative work.

It is essential that you contact us if:

- You cannot attend your assignment for any reason. In this event you must notify both Knightingles Health Care and your place of work as soon as you are aware that you cannot attend your placement.
- You are going to be late for your assignment, please contact Knightingles Health Care and your place of work if you can.
- You cannot find the establishment.
- You have concerns about the care and welfare of people who use services and you need support

### **Changes to suitability to work**

You must notify Knightingles Health Care immediately if there are any changes in your circumstances that may affect your suitability to work. This could include disciplinary action being taken against you or acquiring a criminal conviction.

You must declare before the commencement of each and every assignment that you are fit to practice. You must not declare yourself fit to practice if you are suffering from any of the following conditions: vomiting, diarrhea or a rash. In this eventuality you must not attend an assignment for a minimum of 48 hours or until you have been declared fit by your general practitioner or an occupational health practitioner.

Please inform your consultant if you are pregnant so we can ensure that a risk assessment is carried out, where appropriate.

### **Extended Hours Service**

During out of office hours your call will automatically be transferred to the Knightingles Health Care Extended Out of Hours Service. The service is provided 24-hours per day, 365 days a year. You may use this service if you have an urgent concern, difficulty or emergency that needs immediate attention or if you have immediate availability. The on call mobile number must only be



used out of hours for the situations stated above or emergencies. The number is

### **Timesheets**

All timesheets must be accurately completed and counter signed by authorised staff on behalf of the client.

All Timesheets must be received by **12 noon** every Monday to guarantee payment every Friday of hours worked the in the previous week.

A separate timesheet must be completed for each different Client attended.

Hoarding of timesheets is not acceptable.

It is the responsibility of the staff to ensure that the timesheet is completed correctly. Any amendments must be signed off by authorised staff on behalf of the client.

Knightingles Health Care will regularly audit staff timesheets and any staff found to have knowingly falsified information will result in disciplinary action being instigated and may be liable to prosecution and civil recovery proceedings.

The timesheets have a section for feedback which has been added to help facilitate nurse re-validation and appraisals. Staff must ask for this section to be completed when the timesheet is closed at the end of an assignment

### **Annual Criminal Records Bureau Check**

All candidates must hold a current Disclosure and Barring Service (DBS) in order to be fully registered. Your DBS must be renewed annually. We are unable to offer assignments to candidates who do not have a current DBS.

If you are a new candidate you may be required to pay for your first DBS check. Knightingles Healthcare need an on line DBS reference so that a check can be conducted. Should your DBS not be on line then the agency will require a new DBS done by Knightingles.

### **Professional Representation and Indemnity Insurance**

Knightingles Health Care require all locums to have the protection of indemnity insurance cover and the support of a professional organisation or trade union. The various professional bodies urge healthcare professionals to address this issue. In the event of an allegation being made against you, it is crucial to contact your professional organisation immediately. As part of the registration process you will be asked to show evidence of your indemnity insurance cover.

Please check that the organisation you are registering with includes professional indemnity insurance as part of their membership package, some organisations will offer it as an additional service (at an additional premium) or will suggest organisations that they endorse to provide the insurance cover.

### **Holiday Allowance**

If you engage with Knightingles Health Care as a PAYE candidate you are entitled to holiday pay, which will be pro-rated, depending on how many days you work per week. Any holiday pay that you accrue must be taken before the end of December, as the holiday year runs from January to December (any outstanding balance of holiday pay not claimed by this date will be lost). (Most rates are inclusive of holiday pay – please check with your consultant). Holiday pay rate is calculated as an average of the pay rates you have received over the previous 12 weeks. A notice period of no less than double the time requested as leave must be given e.g. for one week's leave, two weeks' notice must be given. Please be aware that you may not claim holiday for weekends, unless they are usual working days for you.

## **1. Equal Opportunities Policy**

### **i. Purpose**

The purpose of this policy is to emphasise that this organisation believes in equality for all, and to explain the duties of Knightingles Health Care Ltd and employee in ensuring that this is achieved.

### **ii. Scope**

No employee will be discriminated against on the grounds of his/her gender, marital or civil partnership status, race, colour, ethnic origin, disability, sexual orientation, transgender status, religion, belief or age. In addition, employees who are working part-time, on fixed term contracts will not be discriminated against. Employees will not be discriminated against because they are or are not a member of a trade union.

Not only will this Company not tolerate any discrimination against employees, we will also not tolerate discrimination in relation to potential employees, customers, suppliers, visitors or any other individuals with which this organisation interacts.

### **iii. Aim**

Our aim is to ensure that all employees have an equal opportunity to contribute to the organisation, to progress within Knightingles Health

Care Ltd and to be heard within Knightingles Health Care Ltd – regardless of any factor that might give rise to discrimination.

**iv. Harassment**

Harassment is any unwanted behaviour on the grounds of one of the factors listed in 2ii. Above. Harassment might be one event, or a pattern of behaviour.

Knightingles Health Care Ltd will not tolerate harassment of any sort. It is important that all employees are aware of how their behaviour might be interpreted. Whilst Knightingles Health Care Ltd wants to ensure that all employees enjoy their time at work, employees should be sensitive to the way that any jokes, banter or other behaviour might be interpreted by others.

Harassment is a disciplinary offence, and penalties might include dismissal for gross misconduct.

**v. Complaints**

If an employee considers that s/he has been discriminated against s/he should raise the issue with his/her line manager.

If it would be inappropriate to raise the issue with the line manager the employee should discuss the issue with another appropriate manager. It might be appropriate to raise a complaint in accordance with Knightingles Health Care Ltd.'s grievance procedure.

Knightingles Health Care Ltd will investigate all complaints relating to discrimination and harassment. Once the investigation has taken place an appropriate manager will meet with the employee who has raised the complaint to discuss the issue in more detail. At the conclusion of that meeting the manager will explain to the employee what action, if any, will be taken.

If the employee is not satisfied with the response to the complaint s/he can appeal against the decision and the complaint will then be reviewed by a more senior manager. Again, the senior manager will investigate the situation and will then meet with the employee to discuss the issue in more detail. At the conclusion of that meeting the manager will explain to the employee what action, if any, will be taken.

**vi. Confidentiality**

The manager investigating any complaints of harassment or discrimination will carry out investigations with sensitivity. Wherever

possible, the matter will remain confidential. Where it is impossible to investigate the matter thoroughly without making people aware of the complaint the employee will be made aware, and will be told who will need to know about the complaint.

If the employee has any concerns about this aspect of the investigation these should be discussed with the manager investigating the complaint.

**vii. Monitoring**

Knightingles Health Care Ltd will monitor data relating to equal opportunities. This will include monitoring data relating to applicants to the organisation, and monitoring data relating to employees.

Knightingles Health Care Ltd will use this information to try to ensure equality, and to identify any actions that need to be taken to improve current practices.

**viii. Training**

All managers will be required to attend training relating to equal opportunities. No employee should be involved in recruitment interviewing until s/he has attended the appropriate training.

**2. Health and Safety Policy**

**3. Training**

Knightingles Health Care Ltd is committed to the continual development of all its employees. It is vital that employees/locums possess the skills and knowledge to enable them to perform their duties effectively. You are required to maintain your annual mandatory training record. This consists of induction training, fire safety, manual handling and basic life support. You will be required to attend practical training for your basic life support and manual handling certificates. Locums that fail to maintain their annual training, will not be offered further placements.

**4. Business Expenses**

Employees will be reimbursed for any fair and reasonable expenses that are incurred if agreed prior to contract of work, while conducting business on

behalf of Knightingles Health Care Ltd Such reimbursement will be made by Knightingles Health Care Ltd upon submission of an expense report approved by the employee's manager. Abuse of this right to claim expenses are considered to be gross misconduct which may result in dismissal.

## **5. Agency Worker Regulation (AWR)**

The Agency Worker Regulations 2010 (AWR) became law in the UK on 1st October 2011. This is an important new piece of legislation and we advise that all temporary agency workers spend some time and get to grips with the new regulations. Whilst the various rules surrounding AWR are complex the overall aim is simple; to ensure that you as a temporary agency worker are treated equally in terms of basic working and employment conditions.

The regulations refer to three separate parties, you as the agency worker, us as the temporary work agency and our clients as the hirers. The hirer is the end user who requests agency workers through us, the employment agency. The hirer can be an individual person, company, partnership, sole trader or public body and is responsible for supervising and directing you while you perform your shift.

Under the regulations you will have the right to the same basic working and employment conditions as comparable employees in the hirers that we place you. Comparable employees are staff or employees who are employed directly by the hirer and who are doing the same or broadly similar work to you as an agency worker.

The regulations have no effect on certain benefits that only apply to permanent employees. As a temporary agency worker you will not be entitled to certain benefits including:

- Sick pay
- Pensions
- Maternity/paternity leave
- Redundancy

### **12 Week Qualifying Period**

It is important to remember that equal treatment only applies after you have performed a certain amount of work at the hirer. In terms of the regulations you will only qualify for equal treatment if you work in the same role (what the regulations refer to as an "assignment") with the same hirer for 12 continuous weeks. The regulations provide for a number of circumstances in which breaks in weeks worked do not prevent you from meeting the 12 week qualifying period.

## **6. Payment**

Payment will be made directly into the bank account of an employee/Affiliate on the Friday in the week a timesheet is submitted using the bank details provided and by BACS transfer.

Any changes to the payment cycle as a result of a Public or Bank holiday will be communicated to all staff/Locum affected in advance.

Where staff/locums are employed through a managed service contract, payment will be made to their respective company upon receipt of an invoice for services rendered.

## **7. Appearance**

Employees are expected to maintain a standard of personal hygiene, appearance and dress appropriate to their job responsibilities.

## **8. Drug and Alcohol Misuse Policy**

### **i. Purpose**

The purpose of this policy is to set out Knightingles Health Care Ltd's policy on the use of alcohol and drugs, and the requirements on the employee.

### **ii. Restrictions**

No employee should be under the influence of drugs or alcohol when working. If an employee is subject to further restrictions due to the nature of his/her work (for example, because the employee is a driver) then the specific restrictions will be made clear to the employee in writing. The restrictions will vary according to:

- Any relevant legislation – for example, restrictions relating to driving
- The operation of dangerous machinery
- Any specific dangers associated with the work the employee is required to do.

### **iii. Driving on Knightingles Health Care Ltd business**

Employees who are required to drive on company business (whether using a company vehicle or their own vehicle) are expected to drive within the legal alcohol limits. An employee who is tested by the police and found to be over the limit will be subject to disciplinary action, which could include dismissal for gross misconduct.

**iv. Knightingles Health Care Ltd functions**

If an employee is representing Knightingles Health Care Ltd at a business function the employee is allowed to participate in safe social drinking of alcohol. However, in the role of a representative of Knightingles Health Care Ltd the employee is not expected to drink an amount that results in inappropriate behaviour. If an employee does bring Knightingles Health Care Ltd into disrepute in this way disciplinary action is likely to result, which could include dismissal for gross misconduct.

**v. Outside of Knightingles Health Care Ltd working time**

If an employee is wearing Knightingles Health Care Ltd uniform, or has any other identifying factor, then the employee is seen to be a representative of Knightingles Health Care Ltd – even if the employee is not working. The employee must not bring Knightingles Health Care Ltd into disrepute by participating in the illegal use of drugs, or the excessive drinking of alcohol when the employee is dressed in Knightingles Health Care Ltd uniform, or can otherwise be linked to Knightingles Health Care Ltd. If an employee does bring Knightingles Health Care Ltd into disrepute disciplinary action is likely to result, which could include dismissal for gross misconduct.

**vi. Illegal use of drugs**

If an employee is involved in the illegal use of drugs and criminal action is taken against the employee, Knightingles Health Care Ltd will review the situation. If the actions of the employee have brought Knightingles Health Care Ltd into disrepute in any way Knightingles Health Care Ltd might take disciplinary action which could include dismissal for gross misconduct.

**vii. Refusal of testing**

It is a condition of employment that all employees agree to participate in the random sampling process if requested. If an employee unreasonably refuses to participate s/he may be subjected to disciplinary action, which could include dismissal for gross misconduct.

**viii. Medication**

If the employee is taking prescribed medication then the employee should inform the medical practitioner who is carrying out the testing process. All information relating to medication will be kept confidential by the medical practitioner. If there is any concern that the medication might affect the results of the testing process then the medical practitioner will advise on the best way to proceed.

**ix. Pregnancy**

If an employee is pregnant she should inform the medical practitioner at the time of the sample being taken, in case this affects the results in any way. The medical practitioner will not disclose this information to Knightingles Health Care Ltd.

**x. Results**

The results of any testing will be made available to the employee and Knightingles Health Care Ltd. If the results show that the employee has levels of alcohol or drugs in his/her body which are unacceptable, disciplinary action will be taken, which could include dismissal for gross misconduct.

**9. Smoking**

Smoking on Company premises is prohibited. Employees who do not comply with the no smoking policy will be subject to disciplinary action.

**10. Use of Email and Internet**

**i. Purpose**

Employees are encouraged to use email and the internet at work as a fast and reliable method of communication. However, employees need to be careful not to expose both themselves and Knightingles Health Care Ltd to certain risks and offences that the misuse of these facilities can cause. This policy sets out what constitutes acceptable use of e-mail and the internet.

**ii. E-mails**

Employees must word all emails appropriately, in the same professional manner as if they were composing a letter.

The content of any email message sent must be neither defamatory, abusive nor illegal and must meet with the requirements of Knightingles Health Care Ltd's Equal Opportunities Policy. Sending



and receiving of obscene or pornographic or other offensive material is not only considered to be gross misconduct but may also constitute a criminal offence.

Employees must be careful of what is said in email messages as the content could give rise to both personal liability or create liability for Knightingles Health Care Ltd Employees must also avoid committing themselves, or on behalf of Knightingles Health Care Ltd over the internet without having received prior and express authorisation to do so, or unless this forms part of their normal day-today activities and has been so authorised by Knightingles Health Care Ltd

Employees must ensure that they have the correct email address for the intended recipients. If employees inadvertently misdirect an email, they should contact their manager immediately on becoming aware of their mistake. Failure to do so may lead to disciplinary action being taken against them.

Employees should at all times remember that email messages may have to be disclosed as evidence at any court proceedings or investigations by regulatory bodies and therefore may be prejudicial to both their or Knightingles Health Care Ltd's interests. Employees should consider that hard copies of emails may be taken and backup disks may retain records of emails even when these have been deleted from the system.

**iii. Monitoring of e-mail**

Knightingles Health Care Ltd reserves the right to monitor the content of emails sent and received and may undertake monitoring of both the content and extent of use of emails.

Employees wishing to send confidential, non-work-related emails should do so on their own equipment, in their own time, at their own home and should tell personal email contacts never to send any personal emails to them at work.

**iv. Personal use of e-mail**

The email facility is provided for business purposes only. Employees must limit personal usage to a minimum and must abide by the above guidelines concerning the content of emails. Excessive personal usage or abuse of the guidelines concerning the content of emails may lead to the withdrawal of email and internet access and/or disciplinary action which could result in dismissal.

**v. Breach of procedure relating to e-mail usage**

Disciplinary action under the Disciplinary Procedure shall be taken against any employee who is found to be in breach of these guidelines and depending upon the circumstances and seriousness of the breach, this may result in summary dismissal.

**vi. Internet use**

Employees must not use the internet to gain unauthorised access or attempt to gain unauthorised access to computer material or private databases.

Internet access may be monitored by Knightingles Health Care Ltd and Knightingles Health Care Ltd will conduct an audit of internet usage from time to time. Should any breach of these internet guidelines be discovered, then employees may, in addition to having internet access being withdrawn, be the subject of disciplinary action which, in the case of serious breach, may result in dismissal.

Employees may not subscribe to any news list or groups or commit themselves to receiving information from any group or body without first informing their manager. Employees are requested not to view sites which require the downloading of software from the internet, even where this would be free of charge, without the prior approval of their manager. Staff are reminded of the risk of computer viruses.

Information on the internet may not have been placed there with the owner's permission. Therefore, employees must obtain the permission of the copyright owner before transmitting, copying or downloading such information. Where the copyright owner's consent has clearly been given, employees must comply with any terms and conditions stipulated concerning the downloading of such information.

Information may contain viruses and therefore should not be downloaded from the internet without first obtaining the approval of Director of Operations and/or instructions from Director of Operations concerning the downloading of such information which must be followed. Employees should only download such information which is required for a business purpose. The downloading of information of whatever nature for personal purposes is not permitted.

**vii. Personal use of the internet**

Employees must not use the internet for personal purposes whether during work hours or otherwise, as this puts an unnecessary strain upon Knightingles Health Care Ltd's computer network. Internet access is available purely for business use and it should be used for work-related purposes only.

Employees must not attempt to download or retrieve illegal, pornographic, sexist, racist, offensive or unlawful material. Attempts to access such material will constitute a disciplinary offence and, in addition to access to the internet being withdrawn, the member of staff may be subject to disciplinary action which may result in dismissal.

ix. **Use of social media sites**

It is accepted that many employees will have a personal social media site. These sites must not be accessed during working hours.

Employees must not post anything on a social media site that brings the employer into disrepute. Examples of bringing the employer into disrepute are criticising the products or services of the organisation, criticising colleagues or generally making negative remarks about the organisation.

**11. Use of Telephones and Other Facilities**

Knightingles Health Care Ltd.'s telephones, mail, faxes and photocopying facilities are provided for business purposes only. Employees must limit personal usage to a minimum. Excessive personal usage may lead to the withdrawal of email and internet access and/or disciplinary action which could result in dismissal.

**12. Acceptance of Gifts**

Employees must not accept directly or indirectly any payment or any other benefit or thing of value of more than nominal value from any supplier or customer or from anyone else with any actual or prospective business relationship with Knightingles Health Care Ltd.

Friendships may develop between customers and employees. However, any relationship between a customer and an employee which is likely to jeopardise business relations in Knightingles Health Care Ltd is not acceptable.

Employees must use their common sense to avoid any actual relationships.

**13. Data Protection Policy**

i. Purpose

The purpose of this policy is to set out the requirements of the employee and Company in relation to data protection.

ii. Principles of the Data Protection Act 1998

There are eight principles of the Data Protection Act 1998, and these must be addressed by all employees who handle data relating to individuals:

- Personal data shall be processed fairly and lawfully
- Personal data shall be obtained only for specified and lawful purposes and shall not be processed in any manner incompatible with those purposes
- Personal data shall be adequate, relevant and not excessive in relation to the purposes for which it is processed
- Personal data shall be accurate and, where necessary, kept up to date
- Personal data shall not be kept for longer than is necessary
- Personal data shall be processed in accordance with the rights of data subjects
- Personal data shall be subject to appropriate technical and organisational measures to protect against unauthorised or unlawful processing and accidental loss, destruction or damage
- Personal data shall not be transferred to a country or territory outside the European Economic Area unless that country or territory ensures an adequate level of data protection.

iii. Processing of data

Employees may be required to give certain information relating to themselves in order that Knightingles Health Care Ltd may properly carry out its duties, rights and obligations as the employer. Knightingles Health Care Ltd will process and control such data principally for personnel, administrative and payroll purposes.

The term ‘processing’ may include Knightingles Health Care Ltd obtaining, recording or holding the information or data or carrying out any set of operation or operations on the information or data, including organising, altering, retrieving, consulting, using, disclosing or destroying the information or data. Knightingles Health Care Ltd will adopt appropriate technical and organisational measures to prevent the unauthorised or unlawful processing or disclosure of data.

iv. Data to be held by Knightingles Health Care Ltd

Knightingles Health Care Ltd always aims to ensure that any information held about employees is adequate, relevant and not excessive.

Knightingles Health Care Ltd might hold information that is deemed to be 'sensitive data'. This includes information relating to:

- racial or ethnic origin
- political opinions
- religious beliefs or beliefs of a similar nature
- trade union membership
- physical or mental condition
- sexual life
- the commission or alleged commission of any offence or any proceedings in relation to any offence.

Employees are requested to sign the attached consent form giving consent to Knightingles Health Care Ltd to process data relating to them which may include sensitive data.

**v. Accessing data**

Employees have the right to access any data which is held about them and to request alterations to be made to anything which is inaccurate. They have the right to receive the information in a form that is intelligible.

Employees wishing to access such data should write to his/her manager, setting out the information that the employee wants to see. Information that will not be revealed will be:

- Information that also discloses information about another identifiable individual
- Confidential references given by Knightingles Health Care Ltd
- Information relating to management planning or forecasting where disclosure would prejudice the conduct of the business
- Information relating to Knightingles Health Care Ltd's intentions relating to negotiations where disclosure might prejudice those negotiations.

The employee will be charged £10 for access to this information.

**vi. Halting the processing of information.**

An employee is entitled to give notice to Knightingles Health Care Ltd asking it to stop (or not begin) processing any personal data of which s/he is the data subject. This can only be done where that processing is

causing, or would be likely to cause, substantial and unwarranted damage or distress. This right is not allowed where the employee has already consented or the processing is necessary for the performance of a contract or to comply with a legal obligation.

If Knightingles Health Care Ltd receives such a notice it will respond within 21 days.

## **14. Maternity, Paternity, Adoption and Parental Leave Policy**

### **i. Purpose**

The purpose of this policy is to set out the rights of the employee and employer in relation to maternity, paternity, adoption and parental leave. Candidates working via a Personal Service or Umbrella Company are not eligible to claim for maternity, paternity leave through Eastview Healthcare.

### **MATERNITY LEAVE**

### **ii. Ante-natal appointments**

A pregnant Full time employee has the right to paid time off to attend ante-natal appointments. This includes all treatment recommended by a health visitor, midwife or doctor.

An employee might be requested to show her line manager her appointment card as proof of the appointment that has been made.

Time off will be granted for all ante-natal appointments, but to ensure the smooth running of Knightingles Health Care Ltd the employee is requested to arrange appointments at the start or end of the working day whenever possible.

The partner of a pregnant employee has the right to attend up to two ante-natal appointments. The time off will be unpaid.

### **iii. Informing the organisation of the pregnancy**

The pregnant employee must inform Knightingles Health Care Ltd of her pregnancy no later than the fifteenth week before the expected week of confinement (EWC). If the employee does not inform Knightingles Health Care Ltd by that date she forfeits her right to take maternity leave.

The employee will be provided with a MATB1 form by a medical practitioner, confirming her pregnancy and the EWC. A copy of the MATB1 should be given to Knightingles Health Care Ltd

**iv. Protection during maternity leave**

When the employee informs Knightingles Health Care Ltd of her pregnancy her line manager will carry out a risk assessment of her duties. If there are any aspects of her duties that raise concerns in relation to the pregnancy this will be discussed with the employee.

It might be necessary to change the usual work duties of the employee during her maternity leave. If this is necessary no reduction will be made in relation to pay or benefits.

If the employee has any concerns about her work in relation to her pregnancy she should raise those concerns with her line manager.

In rare circumstances, it might be judged unsafe for the woman to remain at work due to her pregnancy. In such a situation the employee will be suspended on full pay and benefits during her pregnancy.

**v. Maternity leave** The Full time employee is entitled to 26 weeks' ordinary maternity leave (OML) followed by 26 weeks' additional maternity leave (AML).

The employee must inform her line manager, by the 15<sup>th</sup> week before her EWC of the date on which she plans to take her OML. This cannot be earlier than the 11<sup>th</sup> week before the EWC.

If the woman later changes her mind about the date on which she wants to start her OML she must give the employer at least 28 days' notice.

If the employee gives birth before starting her maternity leave her maternity leave will automatically start the day after she gives birth.

If the employee is absent from work due to a pregnancy related illness in the four weeks prior to the EWC her maternity leave will start automatically.

The employee's statutory and contractual rights continue during her OML and AML.

**vi. Maternity Pay**

A full time employee is entitled to receive statutory maternity pay if she has worked for the employer for at least 26 continuous weeks at the 14<sup>th</sup>

week before the EWC. The employee must earn at least the lower earnings limit for the payment of primary Class 1 National Insurance contributions as an average over the eight weeks leading up to the qualifying period to be entitled to statutory maternity pay.

Statutory Maternity Pay is paid at 90% of salary for 6 weeks and then at the rate of £138.18 for the remaining 33 weeks.

**vii. Keeping in Touch Days**

During the woman's maternity leave she is entitled to take up to 10 'keeping in touch days' without impacting on her statutory maternity pay. These days could be for training, as a result of a restructure of the department or for a different purpose.

The employee has no right to take a 'keeping in touch day' if the employer does not require it.

An employee can refuse to take a 'keeping in touch day' and will not suffer any detriment as a result of the refusal.

**viii. Return to work**

Unless the employee indicates otherwise, it is presumed that the employee will return to work at the end of her AML. If the employee wishes to return earlier she should either indicate this to Knightingles Health Care Ltd before she starts her leave, or give at least eight weeks' notice that she wishes to return earlier.

A woman cannot return to work during the two weeks following the birth (four weeks if the woman works in a factory or dangerous environment).

If the woman returns to work directly from OML she will be entitled to return to her old job.

If the woman returns to work from AML she is entitled to return to a job with the same status and terms and conditions of employment. If it is possible, this will be a return to her old job.

If the woman wants to return to part-time work she should make a request as set out in Knightingles Health Care Ltd's flexible working policy.

If the woman is ill when the AML ends she should follow the rules relating to sickness absence as set out in Knightingles Health Care Ltd's sickness absence policy.

**ADOPTION LEAVE**



**ix. Eligibility**

Employees with at least 26 weeks' continuous service on the date on which they are officially matched with a child are entitled to take adoption leave.

Adoption leave can be taken by either one of a couple adopting a child – but cannot be taken by both of the couple.

**x. Adoption leave**

Employees entitled to adoption leave are entitled to 26 weeks ordinary adoption leave (OAL) followed by 26 weeks additional adoption leave (AAL).

OAL can start any time within 14 days before the date of placement.

An employee must give Knightingles Health Care Ltd notice of his or her intention to take adoption leave. The notice must be given to Knightingles Health Care Ltd within seven days of the employee being notified of having been matched with the child for adoption unless this is not reasonably practicable.

Knightingles Health Care is then obliged to write to the employee within 28 days acknowledging receipt of the employee's notice and setting out the date upon which the employee is expected to return to work.

All statutory and contractual rights continue during OAL and AAL. xi.

**Payment**

Statutory Adoption Pay is payable for 39 weeks at the rate of £138.18 per week.

**xii. Return to work**

It is presumed that the employee will return to work when AAL ends. If the employee wishes to return at an earlier date s/he should give Knightingles Health Care Ltd] at least eight weeks' notice.

**SHARED PARENTAL LEAVE**

**xiii. Definition**

An employee who is eligible for Statutory Maternity Leave or Statutory Adoption Leave can opt to end that leave and take Shared Parental Leave (SPL) instead.

Shared Parental Leave is only available for those with a baby due on or after 5 April 2015, or with a child placed for adoption on or after 5 April 2015.

#### **xiv. Eligibility**

To be eligible to take Shared Parental leave the mother or adopter must share responsibility for raising the child with the partner who will be taking Shared Parental Leave.

In addition:

- One parent of the two who are applying to take SPL must have worked for the same employer for at least 26 weeks by the end of the 15<sup>th</sup> week before the week in which the child is due to be born (referred to as the Expected Week of Confinement – EWC) or the week in which the adopter is notified of having been matched with a child. The parent must still be employed in the first week that SPL is to be taken.
- The other parent must have worked for 26 weeks in the 66 weeks leading up to the date that the baby is due/placed and must have earned above the Maternity Allowance threshold (currently £30 per week) in 13 of those 66 weeks.

#### **xv. Payment**

The payment for Shared Parental Leave is identical to Statutory Maternity Pay, and is known as Shared Parental Pay. There is one payment for the couple (i.e. each member of the couple does not get the full SMP, it is shared).

#### **xvi. Requesting leave**

An employee must give at least eight weeks' notice of a request to take SPL. If the request is for a continuous period of time (i.e. one partner will take some leave, followed by the other) the request will be accepted. If the request is for a discontinuous period of time (e.g. one partner takes some leave, then the other, then the original partner takes some more leave) the request can be refused.

An employee cannot make more than three requests for a block of leave.

Each parent who is intending to take SPL must give the following information to their employer when giving notice of their intention:

- How much leave is available
- How much leave they are entitled to take
- How much leave their partner is taking
- How they expect to take the leave  Their partner's name, and confirmation that they are sharing childcare responsibility with this child

- A signed declaration from the partner stating their name, address and National Insurance number, that they satisfy the requirements for SPL and Shared Parental Pay (ShPP) and that they agree to the employee taking SPL and ShPP.

Once this information has given to the employer, further information can be requested. The request must be made within 14 days of receiving the notice:

- A copy of the child's birth certificate
- The name and address of the partner's employer

xvii. **Shared Parental Leave in Touch Days**

Each employee taking SPL is entitled to take up to 20 Shared Parental Leave in Touch (SPLIT) days. However, the employee cannot insist on taking a SPLIT day, and the employer cannot insist that the employee works a SPLIT day. SPLIT days are unpaid.

**PATERNITY LEAVE**

xviii. **Eligibility**

The employee must have at least six months' service by the 15<sup>th</sup> week before the EWC or the date of the adoption match to be eligible to take statutory paternity leave.

To take the leave the employee must either be the biological father of the child, the adopter of the child or be married to or be the partner of the child's mother or adopter.

To confirm eligibility the employee must complete a self-certification form.

xix. **Length of leave**

The leave is for one or two weeks. The leave must be taken in one single block. The leave must be taken between the date of the birth and 56 days after the date of the birth.

The employee must give Knightingles Health Care Ltd notice that he intends to take the leave by the 15<sup>th</sup> week before the EWC unless this is not reasonably practicable.

xx. **Payment.**

Paternity leave is paid at the rate of £138.18 per week. If the employee earns less than £111 per week he is not eligible for statutory paternity pay.

## **ADDITIONAL PATERNITY LEAVE**

### **xxi. Eligibility**

Employees who have at least 26 weeks' continuous service are eligible for Additional Paternity Leave (APL). APL can be taken in relation to the birth or the adoption of a child.

APL can be taken when the mother decides to return to work before she has used all of her statutory maternity leave. The mother must have taken at least 20 weeks of maternity leave. The employee can then take up to 26 weeks of APL, but this must be completed by the first anniversary of the adoption or birth of the child. If there is any outstanding statutory maternity or adoption pay this entitlement will also transfer to the father.

## **PARENTAL LEAVE**

### **xxii. Eligibility**

Parental leave is available to parents with a child aged under five years (18 if the child is disabled).

If the child is adopted the leave must be taken within the first five years of the adoption, or before the child's 18<sup>th</sup> birthday – whichever is sooner.

The employee must have at least one year's continuous service to be eligible to take the leave.

### **xxiii. Length of leave**

The leave is up to 18 weeks per child. The leave must be taken in blocks of at least one week (individual days cannot be taken) and no more than four weeks can be taken in a year.

The leave must be taken to care for the child. It cannot be taken for any other purpose.

### **xxiv. Pay**

Parental leave is unpaid.

## **15. Flexible Working Policy**

### **i. Purpose**

The purpose of this policy is to set out the rights of the employer and employee as a result of legislation relating to flexible working.

### **ii. Eligibility**

Employees with at least 26 weeks' continuous service with Knightingles Health Care Ltd on the date of making the request are eligible to make a request if they have not made a similar request in the past 12 months.

### **iii. Request**

The employee who meets the eligibility requirements set out above has a right to request flexible working – but does not have an automatic right to be granted his/her request.

Flexible working can include flexibility in:

- The hours of work
- The times of work
- The place of work

### **iv. Making the request**

The employee must set out a request for flexible working in writing. The request should clearly explain the nature of the request, and should also include some suggestion as to how the request could be met without the efficiency of Knightingles Health Care Ltd being damaged. The request must be sent to the employee's line manager.

### **v. Responding to the request**

When the line manager receives a request for flexible working s/he will either agree to the request or arrange to meet with the employee to discuss the request further.

The employee has the right to be accompanied at this meeting by a colleague or trade union representative.

### **vi. The meeting**

At the meeting the employee and line manager will discuss the request in more detail. It is important that the employee clearly sets out the request, and the

reasons for it. The line manager must express any concerns, and the employee and line manager should try to address those concerns together.

**vii. If flexible working is agreed**

If the line manager agrees to the request for flexible working, this will be recorded in writing. The change to the employee's working pattern is a permanent change, and the employee has no right to revert to their previous pattern of working at a later date.

**viii. Refusal of the request**

The request will only be refused on the basis of one or more of the following:

- The burden of additional costs
- A detrimental effect on the ability to meet customer demand
- An inability to reorganise work among existing staff
- An inability to recruit additional staff
- A detrimental impact on quality
- A detrimental impact on performance
- Insufficiency of work during the periods the employee proposes to work
  - Planned structural changes

**ix. Appeal**

If the employee's request is refused s/he may appeal against the decision. This appeal must be in writing. The employee has the right to be accompanied by a colleague or trade union representative at the appeal meeting.

**x. Decision on request**

The decision on the request, including any time allowed for an appeal, will be given within three months of the request being received.

**16. Time Off for Dependents**

Employees are allowed a reasonable time off if there is an emergency situation relating to a dependent of an employee. Examples of emergencies, (not an exhaustive list) include birth, illness, death and assault.

Dependents are:

- Husband or wife or partner
- Child
- Parent
- Someone else who is regarded as part of the family and who lives with an employee
- Anyone else who is reliant on an employee in emergency situations
- A person who lives in the same household as the employee, otherwise than by reason of being his or her tenant or lodger.

It is accepted that employees will not be able to give notice of the requirement to take time off, because the leave is to deal with an emergency. However, employees are expected to inform the employer at the earliest opportunity – explaining the nature of the situation and the length of time that is to be taken off.

The leave is unpaid.

## **17. Sickness Absence Policy**

### **i. Purpose**

The purpose of this policy is to set out the responsibilities of both Knightingles Health Care Ltd and employee in relation to sickness absence.

### **ii. Responsibilities of the employee**

The employee is responsible for advising his/her line manager if s/he is going to be absent from work due to sickness.

The employee should contact his/her line manager within one hour of the usual starting time of the working day. The employee should ask to speak to the line manager, and should try to avoid leaving a message. The employee should explain to the line manager:

- The reason for the absence
- The likely length of the absence

If the line manager is unavailable when the employee contacts the organisation s/he will endeavor to contact the employee later in the day.

Unless it is absolutely essential, the employee should avoid asking another individual to contact the line manager on his/her behalf.

If the employee does not contact his/her line manager as explained, and there is no satisfactory reason for this, Knightingles Health Care Ltd reserves the right to withhold any payment that the employee would have been entitled to for that day of absence. In addition, Knightingles Health Care Ltd reserves the right to take disciplinary action.

iii. Certification

If the employee is absent from work due to sickness for seven calendar days or less s/he must complete a self-certification form when s/he returns to work. These forms are available from the Branch Manager/Director of Operations. The completed form should be given to the employee's line manager.

If the employee is absent from work for more than seven calendar days s/he must obtain a medical certificate from a medical practitioner. This certificate should be sent to the line manager as soon as it has been obtained.

An employee must not return to work until a medical certificate has expired. If the employee considers that she has recovered from the illness prior to the medical certificate expiring s/he must return to the medical practitioner and get his/her approval to return to work. This approval must be in writing.

If an employee is absent for four or more days by reason of sickness or incapacity, they are entitled to Statutory Sick Pay (SSP), provided that they have met the requirements above. For the purposes of the SSP scheme the 'qualifying days' are Monday to Friday. There is no contractual right to payment in respect of periods of absence due to sickness or incapacity. Any such payments are at the discretion of the Company.

iv. Medical examination

If the employee is absent from work for a prolonged period of time Knightingles Health Care Ltd might request that the employee attends an appointment with a medical practitioner appointed by Knightingles Health Care Ltd. The purpose of such an appointment would be for the medical practitioner to gain more information about the illness, and to give an informed opinion to Knightingles Health Care Ltd about:

- The likely length of time that the employee will be absent
- The likelihood of the employee being able to return to his previous work
- Whether the employee could return to work carrying out lighter duties



If the employee refuses to attend an appointment arranged by Knightingles Health Care Ltd s/he must give a reason for this refusal. If the reason is seen to be unsatisfactory Knightingles Health Care Ltd reserves the right to take disciplinary action.

v. Medical report

If the employee is absent from work for a prolonged period of time Knightingles Health Care Ltd might request that the employee gives permission for the organisation to contact the employee's doctor to obtain a report about the employee's condition.

The employee would be required to give written permission. The employee is allowed to see a copy of the report before it is given to Knightingles Health Care Ltd and to request that amendments be made.

vi. Long-term absence

If an employee is absent from work for a lengthy period of time Knightingles Health Care Ltd will endeavor to keep in touch through occasional meetings, and through providing copies of newsletters and any other communications.

An employee who is absent from work for a lengthy period of time might be requested to return company property (e.g. mobile phone or lap top) to enable colleagues to carry out the duties that are usually carried out by the absent employee.

Entitlement to holiday leave continues to accrue during a period of sickness absence.

vii. Sick pay

Payments during sickness absence will be in accordance with the terms set out in the employee's contract of employment.

viii. Return to work

When an employee returns to work following a period of sickness absence, the employee should meet with the line manager and complete a return to work form. This should take place even if the absence was for one day.

The employee and line manager should discuss:

The reasons for the absence

- Whether the employee is fully recovered
- Whether the employee is able to return to full duties

- Whether any adjustments need to be made to assist the employee  
At this meeting the line manager should inform the employee if s/he has any concerns about the employee's attendance.

If the reason for the absence was of a personal nature the employee can request that the discussion is held with a manager of the same gender as the employee.

ix. Disability

If the employee is disabled, under the definition of the Equality Act 2010, then Knightingles Health Care Ltd will consider any reasonable adjustment that will enable the employee to return to work. Knightingles Health Care Ltd might require expert advice regarding this, and might require seeking information from the medical practitioner treating the employee.

x. Disciplinary action

If the employee's attendance record is unsatisfactory Knightingles Health Care Ltd reserves the right to take disciplinary action. This will usually be a disciplinary warning in the first instance.

At such a disciplinary meeting the employee will be asked to consider any ways in which Knightingles Health Care Ltd should assist him/her in improving the attendance record.

All disciplinary matters will be dealt with in accordance with Knightingles Health Care Ltd's disciplinary procedure.

xi. Termination of employment

If the employee receives a disciplinary warning relating to attendance, and the attendance does not improve, then Knightingles Health Care Ltd reserves the right to give the next level of disciplinary warning. It is hoped that it will be a rare situation when this leads to dismissal.

If the employee has been absent from Knightingles Health Care Ltd for a lengthy period of time, and there are no reasonable prospects of the employee being able to return to work in the foreseeable future, Knightingles Health Care Ltd might, regrettably, have to consider terminating the employment of the employee.

In such a situation, medical reports will be taken before a decision is made and discussions will be held with the employee to determine if any action could be taking to avoid the termination of employment.

## 18. Whistleblowing Policy

### i. Purpose

The purpose of this policy is to explain how employees should address a situation where they suspect that something unlawful or unsatisfactory is happening in Knightingles Health Care Ltd

### ii. Confidential information

Employees may, in properly carrying out their duties, have access to, or come into contact with, information of a confidential nature. The terms and conditions of their employment provide that except in the proper performance of their duties, employees are forbidden from disclosing or making use of, in any form whatsoever, such confidential information.

### iii. Disclosing information

Regardless of the requirement to keep confidential information private, there might be occasions where the employee becomes aware of information which s/he reasonably believes to show one or more of the following:

- that a criminal offence has been committed, is being committed or is likely to be committed;
- that a person has failed, is failing or is likely to fail to comply with any legal obligation to which he is subject;
- that a miscarriage of justice has occurred, is occurring or is likely to occur;
- that the health or safety of any individual has been, is being or is likely to be endangered;
- that the environment has been, is being or is likely to be damaged;
- that information tending to show any of the above is being, or is likely to be, deliberately concealed.

In such situations the employee should following the disclosure procedure.

### iv. Disclosure procedure

In the first instance, any information which an employee reasonably believes tends to show one or more of the above should promptly be

disclosed to his/her manager so that any appropriate action can be taken. If it is inappropriate to make such a disclosure to the manager, the employee should speak to a more senior manager or the HR Manager.

If the employee does not believe that an acceptable response has been made to the information that has been revealed s/he will be protected if a disclosure is made to an appropriate regulatory body. However, Knightingles Health Care Ltd will always endeavour to address any issues that are raised without involvement of outside bodies.

v. Protection of employees

Employees will suffer no detriment of any sort for making a disclosure in accordance with this Procedure.

vi. Not following the procedure

If an employee does not follow the appropriate procedure then the protection against detriment does not apply. For example, if an employee reports information to the press rather than a regulatory body this is unlikely to be a protected disclosure.

If an employee does disclose any information in an inappropriate way disciplinary action may be taken, and this could include dismissal for gross misconduct.

vii. Further information

If an employee has a concern relating to confidential information s/he should raise this with his/her line manager. If this is not possible a more senior manager should be contacted.

## **19. Dismissal and Disciplinary Procedure**

i. Purpose

The purpose of this policy is to set out the procedures that will be used within Knightingles Health Care Ltd to address any disciplinary issues.

ii. Acas Code of Practice: Disciplinary and Grievance Procedures

All disciplinary action will take place with reference to the Acas Code of Practice: Disciplinary and Grievance Procedures.

iii. Aim of Knightingles Health Care Ltd

Knightingles Health Care Ltd aims, wherever possible, to address any concerns about the employee without resort to disciplinary action. However, there will be occasions where disciplinary action is necessary – and it will be the aim of Knightingles Health Care Ltd to deal with such issues promptly, fairly, consistently and efficiently.

iv. Basic principles

- a) The list of rules within this policy is not to be regarded as an exhaustive list.
- b) The Procedure is designed to establish the facts quickly and to deal consistently with disciplinary issues. No disciplinary action will be taken until the matter has been fully investigated.
- c) At every stage employees will have the opportunity to state their case and have a right to be accompanied by a fellow employee or a trade union official of their choice at the hearings.
- d) Only a director has the right to suspend or dismiss. An employee may, however, be given a verbal or written warning by his immediate superior.
- e) An employee has the right to appeal against any disciplinary decision.

v. The rules

Examples of breaches of Knightingles Health Care Ltd's disciplinary rules which can lead to disciplinary action include:

- failure to observe a reasonable order or instruction;
- failure to observe a health and safety requirement;
- inadequate timekeeping;
- absence from work without proper cause;
- theft or removal of Knightingles Health Care Ltd's property;
  
- loss, damage to or misuse of Knightingles Health Care Ltd's property through negligence or carelessness;
- conduct detrimental to the interests of [Knightingles Health Care Ltd
- incapacity for work due to being under the influence of alcohol or illegal drugs;

- physical assault or gross insubordination;
- committing an act outside work or being convicted for a criminal offence which is liable adversely to affect the performance of the contract of employment and/or the relationship between the employee and Knightingles Health Care Ltd
- failure to comply with Knightingles Health Care Ltd's Equal Opportunities Policy.

vi. Dealing with issues that are not gross misconduct

Issues that are not gross misconduct will be dealt with through the issuing of disciplinary warnings. Prior to disciplinary procedures being used the line manager will talk to the employee on an informal basis. The purpose of this informal discussion will be to alert the employee to the concerns that exist, and to suggest to the employee appropriate improvements that could be made.

If satisfactory improvements are not made following an informal warning then a formal disciplinary warning will be issued. The stages of warnings are as follows: a) Verbal warning

If conduct or performance is unsatisfactory, the employee will be given a formal verbal warning, which will be recorded. The warning will be disregarded after six months' satisfactory service.

b) Written warning

If the offence is serious, if there is no improvement in standards, or if a further offence occurs, a written warning will be given which will include the reason for the warning and a note that, if there is no improvement after 6 months, a final written warning will be given.

c) Final written warning

If conduct or performance is still unsatisfactory, or if a further serious offence occurs within the 12-month period, a final written warning will be given making it clear that any recurrence of the offence or other serious misconduct within a period of 12 months will result in dismissal.

d) Dismissal

If there is no satisfactory improvement or if further serious misconduct occurs, the employee will be dismissed.

vii. Giving a disciplinary warning

An employee will be invited to a formal disciplinary meeting in writing. This letter will set out the reasons for the meeting, and the alleged offences that have led to disciplinary action being considered. There will be sufficient detail in the letter to allow the employee to prepare for the meeting.

The employee will have sufficient notice of the meeting to think about the allegations, to gather any necessary information, to prepare a defense and to identify a representative and discuss the situation with that representative.

The meeting will be arranged at a reasonable time and place – this will usually be at a time when the employee is working, and in the place where the employee works.

viii. The representative

The employee has the right to be accompanied to a disciplinary meeting by a trade union representative or a colleague.

The representative will be allowed to address the disciplinary hearing and to sum up the employee's case. The representative is also allowed to respond on behalf of the employee to any views expressed at the meeting, and to confer with the employee.

The representative is not allowed to answer questions on the employee's behalf if the employee does not want him/her to, and is not allowed to prevent the manager from explaining his/her case.

ix. The disciplinary meeting

At the disciplinary meeting the manager should set out the allegations against the employee. If there is any supporting evidence this should be presented to the employee.

The employee should then be given an opportunity to respond to the allegations, and to question any facts that have been presented.

The manager should then adjourn the meeting to consider the response of the employee. This adjournment should be of an adequate length for all issues to be considered and any additional investigation to take place, but should not result in an undue delay in proceedings.

The manager should then reconvene the meeting to tell the employee his/her decision. This decision will be to give a formal disciplinary warning, or to take the matter no further. The decision will be communicated in writing to the employee.

If disciplinary action is taken the employee should be informed that s/he has the right to appeal.

x. Witnesses

Both the manager and the employee have the right to call witnesses to give evidence at a disciplinary hearing. If either the manager or employee does intend to call a witness then s/he should inform the other party in advance of the disciplinary meeting.

xi. Appeal

The employee has the right to appeal against all stages of disciplinary warning. An appeal should be in writing and should be addressed to the manager issuing the warning. The appeal should be received within five days of the employee receiving written confirmation of the disciplinary warning.

An appeal hearing will then be convened, by a manager more senior than the one who took the disciplinary action (wherever possible). At the appeal hearing the manager will listen to all the evidence and will make a decision based on the facts that are presented.

The response to the appeal will be communicated in writing to the employee.

xii. Notes of meetings

Notes will be taken of all discussions at disciplinary meetings. A copy of the notes will be given to the employee after the meeting, and s/he will be asked to sign a copy to indicate agreement with the contents.

xiii. Gross misconduct

If, after investigation, it is confirmed that an employee has committed an offence of the following nature (the list is not exhaustive), the normal consequence will be dismissal without pay or pay in lieu of notice:

- Theft of or damage to Knightingles Health Care Ltd's property.
- Incapacity for work due to being under the influence of alcohol or illegal drugs.
- Physical assault and gross insubordination.
- Discrimination or harassment contrary to Knightingles Health Care Ltd's Equal Opportunities Policy.

While the alleged gross misconduct is being investigated, the employee may be suspended, during which time he will be entitled to the usual pay and benefits. A period of suspension will not be unduly long. Any decision to dismiss will be taken by Knightingles Health Care Ltd only after a full investigation.



Once the investigations have been completed, the employee will receive a written invitation to a disciplinary meeting. This letter will set out the allegations, and must clearly inform the employee that one of the possible outcomes of the meeting is summary dismissal.

The meeting to address the allegations will be held in the same way as set out in (9) above. An employee will be allowed the right to appeal as set out in (10) above.

If the employee is found to have committed gross misconduct, but there are mitigating circumstances, Knightingles Health Care Ltd reserves the right to issue a final written warning regardless of whether previous disciplinary action has been taken.

## **20. Grievance Procedure**

### **i. Purpose**

The purpose of this policy is to set out the procedure to be used if an employee has a grievance. Note: This policy is designed to address individual grievances, and does not apply to collective grievances.

### **ii. Acas Code of Practice: Disciplinary and Grievance Procedures**

In dealing with all grievances the organisation will be mindful of the requirements within the Acas Code of Practice: Disciplinary and Grievance Procedures.

### **iii. Raising a grievance**

Wherever possible it is hoped that grievances can be addressed informally. However, if an employee does not feel that a grievance has been addressed successfully in this way, or if the employee wants the issue dealt with formally, the formal grievance procedure should be used.

To raise a grievance, the employee should set out the issues in writing. This letter should then be sent to the employee's line manager.

### **iv. Grievances relating to a line manager**

If the grievance relates to the line manager it will clearly be inappropriate to raise it with the line manager. In such situations the grievance should be addressed to a more senior manager, or to the manager responsible for HR.

### **v. Addressing the grievance**

The manager that receives the grievance should arrange a meeting to discuss the grievance with the employee without unreasonable delay. The meeting should be arranged at a reasonable time and place – this will usually be at a time when the employee is working, and in the place where the employee works.

At this meeting the employee should be asked to give more details about the grievance. If the manager is not able to address the points that have been made the meeting should be adjourned to allow time for the manager to carry out appropriate investigations.

The manager should reconvene the meeting as soon as the investigations have been completed, and without unreasonable delay.

The employee has the right to be accompanied to a grievance meeting by a trade union representative or a colleague.

vi. The role of the representative

The representative will be allowed to address the grievance hearing and to sum up the employee's case. The representative is also allowed to respond on behalf of the employee to any views expressed at the meeting, and to confer with the employee.

The representative is not allowed to answer questions on the employee's behalf if the employee does not want him/her to, and is not allowed to prevent the manager from explaining his/her case.

vii. Responding to the grievance

At the end of the meeting to discuss the grievance the manager should explain to the employee any action that will be taken. If it is not proposed to take any action the reasons for this should be explained.

The manager will then write to the employee to confirm the response to the grievance.

viii. Appeals

If the employee is not satisfied with the response of the manager s/he has the right to appeal. A request for an appeal should be made in writing, and addressed to the line manager. This will then be passed to a more senior manager to hear the appeal. An appeal should be made within five days of receipt of the written response to the grievance.

ix. Appeal meeting

An appeal meeting will be convened without unreasonable delay.

At this meeting the employee might be asked to give details about the grievance again. In particular, the employee will be asked to explain why s/he is dissatisfied with the response that has already been given. If the manager is not able to address the points that have been made the meeting should be adjourned to allow time for the manager to carry out appropriate investigations.

The manager should reconvene the meeting as soon as the investigations have been completed, and without unreasonable delay.

The employee has the right to be accompanied to a grievance meeting by a trade union representative or a colleague.

x. Response to the appeal

At the end of the appeal meeting the manager hearing the appeal will explain to the employee any action that will be taken. If no action is to be taken the reasons for this will be explained.

The manager will write to the employee to confirm the response to the appeal.

## **21. Redundancy Procedure**

i. Purpose

The purpose of this policy is to set out the requirements on Knightingles Health Care Ltd and employee when addressing a situation of redundancy.

ii. Definition

A redundancy will occur in one of three situations:

- Knightingles Health Care Ltd has decided to cease to carry on the business for the purposes for which the employee was employed
- Knightingles Health Care Ltd has decided to cease to carry on the business in the place where the employee was employed
- The requirement of Knightingles Health Care Ltd for employees to carry out work of a particular kind has ceased or diminished, or is expected to cease or diminish.

Knightingles Health Care Ltd is committed to the job security of all employees, and will endeavor to maintain security in all circumstances. However, it is accepted that there might be occasions when it is

impossible to operate successfully without making a number of employees redundant.

iii. Avoiding redundancies

If a situation does occur where it seems that redundancies are likely Knightingles Health Care Ltd will endeavour to avoid this happening by taking other action. This action could include a period of short-time working, a recruitment freeze or other measures agreed with the employees.

iv. Collective consultation

As this Company does not recognise a trade union the collective consultation will be carried out with employee representatives. These representatives will be elected by the employees. Knightingles Health Care Ltd will ask for volunteers, and produce ballot papers (if more than the required number of representatives volunteer). Knightingles Health Care Ltd will also arrange a ballot so that all employees in the areas of Knightingles Health Care Ltd potentially affected by the redundancy have an opportunity to vote for a representative.

v. Consultation

The consultation will take place when the proposals for redundancy are still at a formative stage. This means that final decisions relating to the numbers and types of job to be made redundant will not have been reached.

At the start of the consultation, Knightingles Health Care Ltd will give the representatives the following information in writing:

- The reason for the proposed redundancies
- The number and description of jobs that the organisation thinks will be made redundant
- The total number of employees who are affected
- The proposed method of selection
- The procedure to be followed in dealing with the redundancies
- The method of calculating any redundancy payments that will be paid in addition to the statutory redundancy payments
- The number of agency workers working under the supervision and direction of the employer

- Which parts of the organisation the agency workers are engaged in
- The type of work which the agency workers do

During the consultation the following points will be addressed:

- Ways to avoid or reduce redundancies
- The method of selection
- The process to be used to inform employees affected
- The timing of the redundancies

vi. Voluntary redundancy

Knightingles Health Care Ltd might decide to seek volunteers for redundancy, although it is under no obligation to do so.

Knightingles Health Care Ltd reserves the right to refuse the application of any employee for voluntary redundancy.

vii. Selection

Knightingles Health Care Ltd will start the selection process by identifying the potential pools for selection. The ‘pools’ will be groups of employees doing a similar job, when that job has been identified as one affected by redundancy.

If an employee has a unique job then the ‘pool’ will not apply.

The employees to be made redundant within each pool will be selected using the process that is agreed during the consultation process. It is envisaged that this will be through the scoring of all employees on a number of criteria such as performance, ability, attendance etc.

If a scoring process is used, wherever possible it will be carried out by two managers who know all employees within the pool. The two managers will complete the scoring independently, and their scores will be added together for each employee. The employees with the lowest score will be selected for redundancy.

Employees will be entitled to see their own selection scores, but will not be entitled to see the scores awarded to any of their colleagues.

viii. Individual consultation

When the collective consultation has been completed (if it is required) and the selection process has been completed those individuals who have been identified as at risk of redundancy will be informed in

writing. They will be invited to a meeting with their line manager to discuss their situation.

At this stage they will only be told that they are at risk of redundancy as a final decision will not have been made. They are entitled to be accompanied to this meeting by a trade union representative or a colleague.

At this meeting the employee will be asked to give any reasons why Knightingles Health Care Ltd should not proceed to make him/her redundant. The manager will also explain to the employee how s/he has been identified as being at risk of redundancy.

It is expected that at least one further meeting will be held before a final decision is made about whether to proceed with the redundancy.

ix. Redundancy

If it is decided to make an employee redundant s/he will be informed in writing. This letter will include an explanation of the redundancy compensation that s/he will be entitled to receive and the notice that s/he is required to work.

x. Appeals

An employee is allowed to appeal against the decision to make him/her redundant. An appeal should be in writing, and should be received by the employee's line manager within five days of the receipt of the letter telling the employee that s/he has been selected for redundancy.

Wherever possible a more senior manager than the line manager making the decision will hold an appeal meeting. The results of the appeal meeting will be communicated in writing to the employee.

The employee is entitled to be accompanied by a trade union representative or colleague at an appeal meeting.

xi. Redundancy compensation

All employees with two years' or more continuous service are entitled to receive a statutory redundancy payment.

xii. Notice

All employees will be entitled to statutory notice (one week's notice for each year of service up to a maximum of 12 weeks) or contractual notice – whichever is the greatest.

Knittingles Health Care Ltd reserves the right to request the employee to remain at home on full pay during the notice period.

xiii. Alternative employment

Knittingles Health Care Ltd will endeavour to identify alternative employment for the employee. If any suitable vacancies do occur the employee will be allowed a four-week trial period in the new role. If either the employee or Company reasonably conclude that the trial has not been successful the employee will be made redundant as was previously agreed.

If an employee unreasonably refuses suitable alternative employment s/he will forfeit the right to any redundancy payment.

xiv. Time off to seek alternative employment

If the employee has two years' service or more s/he will be entitled to a reasonable amount of paid time off to seek employment outside of Knittingles Health Care Ltd

I, \_\_\_\_\_ confirm that I have read and understand this Staff Handbook and accept that it forms part of my terms and conditions of employment.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Signed

## Appendix 1

### DATA PROTECTION CONSENT FORM

I hereby consent to information relating to me being processed by Knightingles Health Care in order that it may properly carry out its duties, rights and obligations as my employer. I understand that such processing will principally be for personnel, administrative and payroll purposes.

I understand that information about me shall include information of a sensitive personal nature including information concerning:

my racial or ethnic origin\* my political opinions\* my  
religious beliefs or other beliefs of a similar nature\*  
my membership or non-membership of a trade union\*  
my physical or mental health or condition\* my sex  
life\*

[any commission or alleged commission by me of any offence], or [any proceedings for any offence committed or alleged to have been committed by me, the disposal of such proceedings or the sentence of any court in such proceedings].\*

I also understand that the term 'processing' includes the obtaining, recording or holding of information or data or carrying out any operation or set of operations on the information or data, including organising, altering, retrieving, consulting, using, disclosing, combining or destroying the information or data.

I confirm that I have read and understood this explanation of the processing of data relating to me by Knightingles Healthcare and that I consent to the processing of such data.

I consent to Knightingles Health Care transferring the data outside of the UK for the following purposes\*:

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\_\_\_\_\_  
Signed

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Dated