



Employee Handbook

Our history: The Sons of Divine Providence and 'Orione Care' in England, U.K.

The **Sons of Divine Providence** is a Roman Catholic religious Congregation, founded in Italy in 1893. The Congregation takes inspiration from its founder Saint Luigi Orione, whose motto was "Do good always, do good to all, harm nobody". Don Orione is remembered for his commitment to social justice and the service of those in need, a service guided and inspired by the teachings of the Catholic Church.

Don Orione began his work with orphans and street children in the city of Tortona in northwest Italy while he was still a student. He was a man of enormous energy and enterprise, and by the time of his death in 1940 Don Orione and his followers had established services for the care of the elderly, disabled and disadvantaged people all over Italy, as well as in Poland, Brazil, Argentina and Palestine. Today over a thousand priests and brothers of the Congregation are working in thirty-six countries around the world providing services for more than 200,000 people in a variety of health and social care projects.

The Sons of Divine Providence came to England in 1949 when Fr. Paul Bidone arrived from Italy. He spoke no English and carried only a ten-shilling note and the name of one British contact. However, three years later he had opened his first home, Fatima House in south London, for homeless elderly men. At the time Fatima House was opened in 1952 the Congregation established a charitable trust as the vehicle for its work in England.

In 2001/2 the Congregation restructured its affairs and founded a new charitable company to manage and develop its care and housing services in England (company number 4249759, charity number 1088675, registered social landlord number LH4338). The company, also called 'The Sons of Divine Providence', was constituted to be managed by a board of trustees, the majority of whom are members of the religious Congregation but also including lay members. With effect from 1st April 2002 the assets, liabilities and functions of the unincorporated trust were transferred to the new charitable company, which currently manages one care home for older people, two care homes for adults with learning disabilities, an activity centre for adults with learning disabilities (offering horticultural, art and craft activities) and 65 units of independent social housing, many accommodating supported living arrangements.

From 1st April 2009 the English charity adopted the name '**Orione Care**' so that it could more readily convey to the public the type of work undertaken. The new name allows the charity to develop its own identity, whilst retaining the link with the Congregation using the Founder's name and by upholding its ethos within Orione Care's operational policies. The charity's registration numbers (listed above) were not affected by the adoption of the working name.

Orione Care is committed to principles of social justice, diversity and equality. Its operational policy is guided by the teachings of the Catholic Church as expressed by the worldwide Religious Congregation's philosophy of care, but its services are open to people of all beliefs and none and its members of staff are individuals of all religious faiths and none.

Mission

"Orione Care takes its inspiration from the Founder of The Sons of Divine Providence, Saint Luigi Orione, and guided by the teachings of the Catholic Church, we are committed to the motto to "Do good always and harm no one"

Values

Say '**YES**' to life,

Do **Good, Harm no one, and** be **FAIR**, by *upholding* our values of

Fairness,

Adaptability,

Integrity

and

Respect.

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About this Handbook

This Handbook has been drawn up by Orione Care to provide you with information on employment policies and procedures. It is important for you to read the Handbook carefully as this, together with your Contract of Employment, sets out your main terms and conditions of employment.

The information covers a wide range of subjects relating to your employment and in the event that information in this Handbook conflicts with terms and conditions as stated in your Contract of Employment, the Contract will take precedence.

If you have any questions or any part of the Handbook is unclear to you, please do not hesitate to raise any queries with your Line Manager.

It is important that you do this before signing that you have read, understood and are willing to abide by all Orione Care's terms and conditions.

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Annual holiday entitlement and authorisation

Entitlement

Full details of your holiday entitlement are in your Contract of Employment.

Carrying over holidays to the following year

You must endeavour to take your full holiday entitlement during the holiday year.

You may be paid for up to one working week of your annual leave if it has not been taken by the end of the leave year.

Claims for payment must be made on your March timesheet and authorised by your Line Manager.

Untaken leave in excess of one working week will be lost and may not be carried forward unless there has been extenuating circumstances e.g. maternity leave, long term sickness absence.

Request for holidays

In order to submit a request for holidays, you should complete the relevant form and have the holiday authorised by your Line Manager.

The amount of notice required is one month except for single days, when one week's notice is normally required.

All requests, providing they have been received in time, will be processed in date and time order.

Length and timing of holidays

Orione Care will not normally agree a request for a holiday that involves more than two consecutive weeks.

You may be required to reserve annual holidays to take during any Company "shut down" periods, if applicable the dates of which will be notified to you on an annual basis.

Refusal of holidays

In the event that Orione Care has to refuse a holiday request because of business needs, Orione Care is not responsible for any financial commitment made by you prior to authorisation. You are therefore advised **not** to book holidays with tour operators, travel agents, hotels or passenger carriers, etc. until your holiday request has been authorised.

Adjustment to holidays

At the commencement of your employment you will be entitled to holiday leave in proportion to the holiday year remaining on the date when your employment began.

On leaving you will be entitled to holiday leave in proportion to the holiday year worked on the date when your employment ended. If you have been paid for more holidays than your entitlement then the balance will be deducted from your pay. If you have been paid for fewer holidays than your entitlement then the balance will be paid to you with your pay.

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Absence from work Appointments

If you need to be absent from work to keep a medical, dental or other essential appointment, prior permission should always be obtained from your Line Manager. Absences of this nature will normally be unpaid. Alternatively, you may be asked to make the time up with other duties. You must try to arrange such appointments outside normal working hours wherever possible and any regular appointments that have to be made during working hours must be supported by an appointment card. Any such absences from the workplace should be minimal.

Sickness and injury Notification of absence

If you are absent from work without prior authorisation, you must telephone in person and speak to your Line Manager or a senior person on duty as soon as possible before your start time on the first day of absence. You may only notify us via a friend or relative if you are too ill to telephone personally. Text messages and emails are not acceptable. Any unauthorised absence must be properly explained in that first contact and, if the absence continues, you must keep us fully informed. This applies to both short and long term situations and you will be expected to contact us on a daily basis during the first week and weekly thereafter.

Period of absence

If your sickness is for more than seven calendar days then you must provide Orione Care with a doctor's medical certificate. You must continue to provide medical certificates to cover the whole of the absence period.

Please note that Orione Care will review the attendance levels of all employees on a regular basis. In deciding whether to take further action in respect of sickness absence, the evidence of a medical certificate may not be sufficient and Orione Care may seek alternative medical information.

Returning from absence

On your return to work after absence because of sickness, irrespective of the length of absence, you must complete Orione Care's self certification sickness form. You will be required to attend a Return to Work interview to review your absence.

If you have been suffering from a notifiable disease such as food poisoning, measles, mumps, scarlet fever, etc., you must not report for work without clearance from your doctor.

Statutory Sick Pay (SSP)

Orione Care is responsible for paying SSP to you if you are eligible.

The maximum period for which SSP is payable is 28 weeks in one period of sickness absence and is paid at a rate specified by law. As with other earnings, SSP is subject to the deduction of income tax and all other normal deductions. We will inform you if you are not eligible for SSP.

SSP is paid in respect of qualifying days on which you are unable to work through sickness. Qualifying days are those days on which you would normally work. Generally SSP is not payable for the first three qualifying days of sickness which are known as "waiting days", but this may not always be the case if you are absent on more than one occasion within a short period of time.

SSP is only paid when the period of sickness is four or more consecutive days.

Contractual sick pay

On completion of two years' service, Orione Care has a contractual sick pay scheme, which is paid in tandem with SSP on condition that the sick pay rules contained in this Handbook are complied with. The scheme provides for the payment of up to seven working weeks' basic pay, inclusive of SSP, in any rolling 12 month period.

The scheme does not provide contractual sick pay for absences caused by self-inflicted injuries or elective surgery for which there are no pressing health reasons.

If the above entitlement is exhausted, you will revert to SSP only.

Recovery of sick pay

If you receive or are awarded compensation or damages because of your illness or injuries, then any payments that we may have made to you because of the absence will be treated as a loan and must be repaid by you to us up to an amount not exceeding the amount of the compensation or damages received.

"Family friendly" rights

Information on the current statutory provisions are below, please speak to your Line Manager, with whom you should raise any queries.

Maternity rights

This section of the Handbook is for pregnant employees and new mothers. It details their rights, which fall into three main categories:

- Paid time off for antenatal care.
- Maternity leave.
- Maternity benefits.

Ante-natal care

You are entitled to be paid your normal rate of pay for any appointments during working hours related to antenatal care. In order to receive payment an appointment card must

be produced confirming the appointment and you will be expected to return to work after keeping your appointment wherever possible.

When a certificate confirming pregnancy is issued, this must be handed in as soon as possible.

Ordinary maternity leave

You are entitled to 26 weeks ordinary maternity leave and have the right to return to work in your old job. These rights apply regardless of length of service or the number of hours worked.

If you work full time you have the right to return to your full time position; you do not have the right to return part time. However, the Orione Care will discuss any request for part time work and will, if possible, offer part time work. Requests should be made in writing to the Orione Care giving as much notice as possible.

You can start your ordinary maternity leave at any time from the 11th week before the expected week of childbirth (EWC). For all maternity leave purposes, "childbirth" is either a live birth before the end of the 24th week of pregnancy or a live or still birth after the 24th week of pregnancy.

Throughout the ordinary maternity leave period, all your terms and conditions of employment are maintained with the sole exception of pay.

Additional maternity leave

Additional maternity leave starts at the end of the ordinary maternity leave period and ends 26 weeks later. As with ordinary maternity leave, all your terms and conditions of employment are maintained throughout this period with the sole exception of pay.

Notification

The notice periods detailed below must be complied with in order to safeguard your rights.

You must notify the Orione Care in writing by the 15th week before the EWC of the following:

- that you are pregnant,
- the EWC,
- the date on which you intend to start your maternity leave.

You must also provide a certificate (normally a form MAT B1) stating the EWC.

The Orione Care will then write to you within 28 days to confirm your date of return to work.

You can change the date on which you intend to start your maternity leave by giving the Orione Care at least 28 days' written notice.

Returning to work

If you take the full entitlement to maternity leave your return date will be the date previously notified to you by the Orione Care. If you wish to return early you must give

the Orione Care eight weeks' written notice of your early return date. Your early return may be delayed if this procedure is not followed.

If you intend to return to work at the end of your maternity leave but fail to do so, the Orione Care's normal rules regarding absence will apply.

Maternity benefits

Although you do not need any qualifying service or work a minimum number of hours to be entitled to maternity leave or the right to return to work, in order to qualify for Statutory Maternity Pay (SMP) from the Orione Care, you need to have the following:

- at least 26 weeks continuous service at the end of the 15th week before the EWC (this is known as the "qualifying week" for maternity pay purposes),
- average earnings above the National Insurance lower earnings limit during the eight weeks before the qualifying week.

If you meet these conditions you are entitled to a maximum of 39 weeks SMP which is calculated as:

- 6 weeks at 90% of average weekly earnings,
- 33 weeks at the lesser of the lower rate of SMP or 90% of average weekly earnings.

If you do not qualify for SMP from the Orione Care you may be entitled to Maternity Allowance (MA).

Sickness absence during pregnancy

If you are absent from work because of a pregnancy related illness or reason at any time during the four weeks before your EWC, the ordinary maternity leave period begins on the first day of absence. If the pregnancy related absence began before the fourth week, then the ordinary maternity leave period begins at the start of the fourth week.

If you are absent from work and the illness is not pregnancy related, the maternity leave period will begin on the date you have previously notified.

If you are absent from work in the weeks leading up to your maternity leave it may affect the higher rate of SMP (90% of normal pay) because it is based on your average earnings in the eight weeks prior to the qualifying week.

Adoption rights

This section of the Handbook is similar to the previous section but deals with employee rights on the adoption of a child, which fall into three main categories:

- Paid time off to attend pre-adoption appointments,
- Adoption leave,
- Adoption benefits.

Pre-adoption appointments

If you are the primary or sole adopter and you have been advised that a child is due or expected to be placed with you for adoption you are entitled to be paid your normal rate of pay for up to five pre-adoption appointments during working hours. The appointments must have been made by or at the request of the adoption agency and in order to receive payment an appointment card must be produced confirming each appointment. The maximum time off for each appointment is six and a half hours and you will be expected to return to work after keeping your appointment wherever possible.

Ordinary adoption leave

If you are the adoptive parent who has elected to take adoption leave you have the right to 26 weeks ordinary adoption leave, which includes two weeks' compulsory adoption leave. You can start your adoption leave as soon as the child is placed with you for adoption or, if pre-notified, up to 14 days before that date.

You are entitled to return to work in your old job after the ordinary adoption leave period. If you work full time you have the right to return to your full time position; you do not have the right to return part time. However, the Orione Care will discuss any request for part time work and will, if possible, offer part time work. Requests should be made in writing to the Orione Care giving as much notice as possible.

Throughout the ordinary adoption leave, all your terms and conditions of employment are maintained with the sole exception of pay.

Additional adoption leave

If you are entitled to ordinary adoption leave, additional adoption leave starts at the end of the ordinary adoption leave period and ends 26 weeks later. As with ordinary adoption leave, all your terms and conditions of employment are maintained throughout this period with the sole exception of pay.

Notification

The notice periods detailed below must be complied with in order to safeguard your rights.

You must notify the Orione Care in writing of the following no later than seven days after being matched with a child for adoption:

- the date of placement of the child for adoption,
- the date on which you intend to start your adoption leave.

You must also provide an Adoption Certificate from the approved adoption agency.

The Orione Care will then write to you within 28 days to confirm your date of return to work.

You can change the date on which you intend to start your adoption leave by giving the Orione Care at least 28 days written notice.

Returning to work

If you take the full entitlement to adoption leave your return date will be the date previously notified to you by the Orione Care. If you wish to return early you must give

the Orione Care eight weeks written notice of your early return date. Your early return may be delayed if this procedure is not followed.

If you intend to return to work at the end of your adoption leave but fail to do so, the Orione Care's normal rules regarding absence will apply.

Adoption benefits

Although you do not need any qualifying service or work a minimum number of hours to be entitled to adoption leave or the right to return to work, in order to qualify for Statutory Adoption Pay (SAP) from the Orione Care, you need to have the following:

- at least 26 weeks continuous service at the end of the week in which the child was matched with you for adoption,
- average earnings above the National Insurance lower earnings limit during the eight weeks before the week in which the child was matched with you for adoption.

If you meet these conditions you are entitled, subject to special rules where the adoption is disrupted or where the child reaches age 18, to a maximum of 39 weeks SAP, which is calculated as:

- 6 weeks at 90% of average weekly earnings,
- 33 weeks at the lesser of the lower rate of SAP or 90% of average weekly earnings.

In order to be paid SAP, you should notify the Orione Care in writing of the following no later than 28 days before the date on which you wish your SAP period to begin:

- the name and address of the approved adoption agency,
- the date on which the child is expected to be placed for adoption and, where the child has already been placed for adoption, the date of placement,
- the date on which you were informed that the child was to be placed with you for adoption.

Paternity rights (birth)

Ante-natal appointments

You are entitled to accompany the child's mother on up to two ante-natal appointments without pay during working hours. This is on condition that you have or expect to have responsibility for the upbringing of the child and that you are the biological father of the child or are married to or are the partner of the child's mother. The maximum time off for each appointment is six and a half hours and you will be expected to return to work after keeping your appointment wherever possible.

Ordinary paternity leave

If you have at least 26 weeks continuous service at the end of the 15th week before the expected week of childbirth (EWC), you are entitled to choose to take either one week or two consecutive weeks of ordinary paternity leave if you meet the following conditions:

- you have or expect to have responsibility for the upbringing of the child,

- you are the biological father of the child or are married to or are the partner of the child's mother.

You cannot start your ordinary paternity leave until the child is born and it must end within 56 days beginning with the date on which the child is born or the first day of the EWC, whichever is the later. You must give prior notice of the day you intend to start your ordinary paternity leave, which can be:

- the day on which the child is born,
- a day which you specify as a number of days after the day on which the child is born,
- a predetermined date, which must be later than the first day of the EWC.

Throughout the ordinary paternity leave, all your terms and conditions of employment are maintained with the sole exception of pay.

Paternity benefits

If you are entitled to ordinary paternity leave and your average earnings were above the National Insurance lower earnings limit during the eight weeks up to and including the 15th week before the EWC, you are entitled to be paid Statutory Paternity Pay (SPP). SPP is paid during the entire ordinary paternity leave period and is the lesser of:

- the standard rate of SPP or
- 90% of average weekly earnings.

Notification

To safeguard your rights to ordinary paternity leave and pay you must complete a Form SC3 by the 15th week before the EWC. You can change the date on which you intend to start your ordinary paternity leave by completing a new Form SC3 at least 28 days before the original leave date.

Paternity rights (adoption)

Pre-adoption appointments

If you are the primary adopter's partner and you have been advised that a child is due or expected to be placed with you for adoption you are entitled to attend up to two pre-adoption appointments without pay during working hours. The appointments must have been made by or at the request of the adoption agency and the maximum time off for each appointment is six and a half hours. You will be expected to return to work after keeping your appointment wherever possible.

Ordinary paternity leave

If you have at least 26 weeks continuous service at the end of the week in which the child's adopter is matched with the child for a UK adoption, you are entitled to choose to take either one week or two consecutive weeks of ordinary paternity leave if you meet the following conditions:

- you are not taking adoption leave in respect of the child,
- you have or expect to have responsibility for the upbringing of the child,

- you are married to or are the partner of the child's adopter.

You cannot start your ordinary paternity leave before the day the child is placed with the adopter and it must end within 56 days beginning with the date of placement. You must give prior notice of the day you intend to start your ordinary paternity leave, which can be:

- the day on which the child is placed with the adopter,
- a day which you specify as a number of days after the day on which the child is placed with the adopter,
- a predetermined date, which must be later than the date on which the child is expected to be placed for adoption.

Throughout the ordinary paternity leave, all your terms and conditions of employment are maintained with the sole exception of pay.

Paternity benefits

If you are entitled to ordinary paternity leave and your average earnings were above the National Insurance lower earnings limit during the eight weeks before the week in which the child was matched for adoption, you are entitled to be paid Statutory Paternity Pay (SPP). SPP is paid during the entire ordinary paternity leave period and is the lesser of:

- the standard rate of SPP or
- 90% of average weekly earnings.

Notification

To safeguard your rights to ordinary paternity leave and pay you must complete a Form SC4 no later than seven days after the date on which the adopter is notified of having been matched with the child for adoption. You can change the date on which you intend to start your ordinary paternity leave by completing a new Form SC4 at least 28 days before the original leave date.

Shared parental rights (birth)

Introduction

Many parents will be able to share leave in the year after their child's birth and take leave in a more flexible way by stopping and starting their shared parental leave, taking their leave at the same time, and returning to work between periods of leave.

To qualify for shared parental leave you must have at least 26 weeks continuous service at the end of the 15th week before the EWC and still be in employment the week before you take the shared parental leave. In addition, you must share the main responsibility for the care of the child that the shared parental leave and pay relates to with the other parent and meet an 'employment and earnings' test.

Opting into shared parental leave and pay

If the mother and her partner agree, the mother can curtail her current maternity leave and 'convert' what remains of the leave period into shared parental leave (SPL). The mother must do this by giving formal notice to her employer and, if you are the mother, we have a form that can be completed to provide the required information. At least eight

weeks' notice must be given to curtail maternity leave, at which time the mother and her partner must also give their respective employers an indication of how they intend to take the shared parental leave and pay.

The mother's notice to curtail maternity leave will normally be accompanied by a notice of entitlement to take shared parental leave and a request for a period of shared parental leave and pay. Once notice to curtail maternity leave has been given, it can only be withdrawn in very limited circumstances. However, if the mother gives notice to curtail her maternity leave before the child is born, she has up to six weeks after the birth to change her mind. If the mother revokes her curtailment notice, she remains on maternity leave and can give a new notice to curtail her maternity leave at a later date.

Taking shared parental leave

Before you can take shared parental leave and pay you must provide your employer with a notice of your entitlement to shared parental leave and pay, and this must be accompanied by a 'declaration' from your partner. This is a 'one off' notice and, if you are the mother, you will already have given this notice with your notice to curtail your maternity leave. If you are the mother's partner we have a form that can be completed to provide the required information. The total number of weeks of SPL available is 52 weeks minus the maternity leave that the mother has already taken (including the compulsory maternity leave period). The leave must be taken in whole weeks (part-weeks count as whole weeks), and it must be taken before the child's first birthday.

All your terms and conditions of employment are maintained throughout the SPL period with the sole exception of pay and, if your combined total of maternity/paternity and SPL does not exceed 26 weeks, you are entitled to return to work in your old job. If you work full time you have the right to return to your full time position; you do not have the right to return part time. However, your employer will discuss any request for part time work and will, if possible, offer part time work. Requests should be made in writing to your employer, giving as much notice as possible.

Notification

You are allowed three 'notifications' to take a period of SPL. A minimum of eight weeks' notice must be given before each period of leave, and the mother's first notice to take SPL will usually be included as part of the notice to curtail maternity leave.

If your notice is for a continuous period of SPL, for example six weeks off, it cannot be refused. If, however, your notice is for a discontinuous period of leave, for example six weeks comprising three weeks of SPL, three weeks in work, then three weeks of SPL, this can be refused. The first two weeks of the eight week notice period are to enable you and your employer to discuss this type of request and to try to reach agreement on the pattern of leave.

If agreement cannot be reached you have until the 15th day after you submitted your request (i.e. the day after the discussion period expires) to either let the request stand or to withdraw the request. If you let the request stand your employer can insist that the SPL is taken as a period of continuous leave (in the above example as a continuous period of six weeks). You then have five days in which to decide the start date for the period of continuous leave, otherwise it will start on the date of the first period you previously notified. Alternatively, you can withdraw the request and it will not count as one of your three notifications.

If you want to change the dates of a previously notified period of SPL and your employer agrees to this, then the change does not count as a formal 'notification'. If, however, your employer does not agree to the change you can submit a formal notification of the change (giving at least eight weeks' notice). Your employer will have to accept this notification, but the change will count as one of your three 'notifications'.

Statutory Shared Parental Pay

If you qualified for SMP, MA or SPP you will also qualify for Statutory Shared Parental Pay (SSPP). The total number of weeks of SSPP available is 39 weeks minus the number of weeks of SMP already paid to the mother. SSPP is paid at the lesser of:

- the standard rate of SSPP or
- 90% of average weekly earnings.

As there will be more weeks of SPL available than weeks of SSPP, employees who claim SSPP will be required to sign a declaration stating the total pay available and the total pay received.

Shared parental rights (adoption)

Introduction

Many parents will be able to share leave in the year after the adoption and take leave in a more flexible way by stopping and starting their shared parental leave, taking their leave at the same time, and returning to work between periods of leave.

To qualify for shared parental leave you must have at least 26 weeks continuous service at the end of the week in which the adopter is notified of having been matched with a child for adoption and still be in employment the week before you take the shared parental leave. In addition, you must share the main responsibility for the care of the child that the shared parental leave and pay relates to with the other parent and meet an 'employment and earnings test'.

Opting into shared parental leave and pay

If the primary adopter and their partner agree, the primary adopter can curtail their current adoption leave and 'convert' what remains of the leave period into shared parental leave (SPL). The primary adopter must do this by giving formal notice to the employer and, if you are the primary adopter, we have a form that can be completed to provide the required information. At least eight weeks' notice must be given to curtail adoption leave, at which time the primary adopter and their partner must also give their respective employers an indication of how they intend to take the shared parental leave and pay.

The primary adopter's notice to curtail adoption leave will normally be accompanied by a notice of entitlement to take shared parental leave and a request for a period of shared parental leave and pay. Once notice to curtail adoption leave has been given, it can only be withdrawn in very limited circumstances.

Taking shared parental leave

Before you can take shared parental leave and pay you must provide your employer with a notice of your entitlement to shared parental leave and pay, and this must be accompanied by a 'declaration' from your partner. This is a 'one off' notice and, if you

are the primary adopter, you will already have given this notice with your notice to curtail your adoption leave. If you are the secondary adopter/adopter's partner we have a form that can be completed to provide the required information. The total number of weeks of SPL available is 52 weeks minus the adoption leave that the primary adopter has already taken (including the compulsory adoption leave period). The leave must be taken in whole weeks (part-weeks count as whole weeks), and it must be taken during the first year following the adoption.

All your terms and conditions of employment are maintained throughout the SPL period with the sole exception of pay and, if your combined total of adoption/paternity and SPL does not exceed 26 weeks, you are entitled to return to work in your old job. If you work full time you have the right to return to your full time position; you do not have the right to return part time. However, your employer will discuss any request for part time work and will, if possible, offer part time work. Requests should be made in writing to your employer, giving as much notice as possible.

Notification

You are allowed three 'notifications' to take a period of SPL. A minimum of eight weeks' notice must be given before each period of leave, and the primary adopter's first notice to take SPL will usually be included as part of the notice to curtail adoption leave.

If your notice is for a continuous period of SPL, for example six weeks off, it cannot be refused. If, however, your notice is for a discontinuous period of leave, for example six weeks comprising three weeks of SPL, three weeks in work, then three weeks of SPL, this can be refused. The first two weeks of the eight week notice period are to enable you and your employer to discuss this type of request and to try to reach agreement on the pattern of leave.

If agreement cannot be reached you have until the 15th day after you submitted your request (i.e. the day after the discussion period expires) to either let the request stand or to withdraw the request. If you let the request stand your employer can insist that the SPL is taken as a period of continuous leave (in the above example as a continuous period of six weeks). You then have five days in which to decide the start date for the period of continuous leave, otherwise it will start on the date of the first period you previously notified. Alternatively, you can withdraw the request and it will not count as one of your three notifications.

If you want to change the dates of a previously notified period of SPL and your employer agrees to this, then the change does not count as a formal 'notification'. If, however, your employer does not agree to the change you can submit a formal notification of the change (giving at least eight weeks' notice). Your employer will have to accept this notification, but the change will count as one of your three 'notifications'.

Statutory Shared Parental Pay

If you qualified for SAP or SPP you will also qualify for Statutory Shared Parental Pay (SSPP). The total number of weeks of SSPP available is 39 weeks minus the number of weeks of SAP already paid to the primary adopter. SSPP is paid at the lesser of:

- the standard rate of SSPP or
- 90% of average weekly earnings

As there will be more weeks of SPL available than weeks of SSPP, employees who claim SSPP will be required to sign a declaration stating the total pay available and the total pay received.

Parental leave

Parents are entitled, on completion of one year's service with the Orione Care, to take unpaid parental leave. The right applies to mothers and fathers and to a person who has legal parental responsibility. Parents who already have at least one year's service are able to start taking parental leave when the child is born or adopted and the remainder are able to start taking parental leave as soon as they have completed one year's service.

Parents are entitled to 18 weeks' leave for each child, to be taken before the child reaches age 18. Parents must give 21 days' written notice to take parental leave and it must be taken in blocks or multiples of one week (part weeks, including single days or part days, count as whole weeks) up to a maximum of four weeks in any one year. Parents of disabled children for whom a disability living allowance is awarded have the additional flexibility to take leave in days without them being counted as whole weeks, although part days count as full days.

Leave can be postponed by the Orione Care for up to six months where the business cannot cope, except when a father gives the above advance notice to take leave immediately after the date when the child is born or when the partner of a primary adopter gives the above advance notice to take leave immediately after the date when the child is placed for adoption.

Parental bereavement leave

Parents who suffer the devastating loss of a child will be entitled to up to two weeks' parental bereavement leave if they meet the following conditions:

- the child was under the age of 18 or still born in or after the 24th week of pregnancy; and
- either they had the responsibility for the upbringing of the child; or they are the biological parent of the child or are married to or are the partner of the child's mother or father.

This may be taken as either two consecutive weeks or two separate blocks of one week and must be taken within 56 weeks of the child's death.

Throughout the parental bereavement leave, all terms and conditions of employment are maintained with the sole exception of pay.

In order to take parental bereavement leave, the employee should give the Orione Care notice of:

- the date of death;
- the date the parental bereavement leave will start; and
- how long the leave will be.

Where the employee wishes to take the leave within eight weeks of the child's death, this notice should be given before the leave starts or where this is not reasonably

practicable, as soon as is reasonably practicable. If the employee wishes to subsequently cancel a week's parental bereavement leave, they should give notice to the Orione Care before the start of that working week.

If an employee wishes to take the leave after eight weeks of the child's death but before the 56th week, this notice should be given at least one week before the start of the leave. Such leave can also be cancelled by giving at least one week's notice before the start of that week.

There is no qualifying service or a minimum number of hours worked to be entitled to parental bereavement leave. In order to qualify for Statutory Parental Bereavement Pay (SPBP) from the Orione Care, an employee needs to have the following:

- at least 26 weeks continuous service at the end of the week before the child's death
- average earnings above the National Insurance lower earnings limit during the eight weeks before the week of the child's death.

Where these conditions are met, there will be an entitlement to a maximum of two weeks SPBP, paid at the statutory rate or 90% of average weekly earnings where this is lower.

Time off for dependants

You will be allowed to take reasonable time off work without pay to deal with an emergency involving a dependant. The amount of time off which is allowed will depend on the circumstances.

For example, if a dependant is ill or injured, reasonable time off will be given to deal with the emergency – this does not mean that you will be allowed to take time off to look after the dependant personally.

Compassionate leave

Paid compassionate leave for three days may be granted by your Line Manager if you suffer the death or serious illness of a close relative. Requests for compassionate leave in excess of three days must be referred to the Company Secretary through your Line Manager.

In the event of the death of a child (under 18 years of age), any paid compassionate leave will be paid in tandem with Statutory Parental Bereavement Pay, where you meet the qualifying criteria.

Flexible working

If you have at least 26 weeks continuous service with Orione Care you have a statutory right to ask for your contract of employment to be varied.

Any request for a variation must relate to:

- the hours you are required to work,
- the time when you are required to work, or

- the place where you are required to work (i.e. at home or at any place of business operated by Orione Care).

Requests must be made in writing and must include the following information:

- a statement that it is a request for a variation of your contract of employment,
- the variation you are seeking and the proposed commencement date,
- an explanation of the effect you think the change would have on Orione Care and how it might be dealt with.

On receipt of your formal request, Orione Care will arrange to meet with you to discuss it.

You can only make one request in any 12-month period for your contract of employment to be varied and, if Orione Care grants your request, the variation will be a permanent change to your contract of employment.

Lateness

You should ensure that you arrive at your place of work sufficiently early to be ready to commence work at your official start time and you are required to comply strictly with any time recording procedures relating to your area of work. If you are unable to get to work on time you must contact your line manager and inform him or her of your expected time of arrival

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

Lateness or absence may result in disciplinary action and/or loss of appropriate payment.

Extreme Adverse weather and Public Transport Difficulties

In the event of extreme adverse weather conditions, e.g. heavy snow or flooding or if your journey to work on public transport is affected by industrial action, engineering works etc, you are expected to make every reasonable effort, including the use of alternative means of transport, to arrive at work at your scheduled start time.

If you decide that the weather conditions or public transport difficulties are sufficiently severe to prevent you from travelling to work and arriving safely you may choose to:

- take the day(s) as annual leave,
- take the day(s) as authorised unpaid leave of absence.

In either case, you must telephone your Line Manager before your scheduled start time and inform him or her of the option you wish to take. If your Line Manager is not available, you must ensure that another senior person is notified.

If your absence from work or lateness in arriving at work is considered reasonable because of extreme adverse weather conditions or difficulties with public transport, your absence or lateness will not be subject to Orione Care's disciplinary procedure, provided you have followed the notification process set out above.

Jury service and attendance at court as a witness

If you are called for jury service you will be granted paid leave of absence on condition that you claim for loss of earnings from the court. You will normally be given a form from the court asking for confirmation of your normal pay, which should be completed by Orione Care. Any payment for loss of earnings made by the court will then be made up to your contractual pay.

Public duties

Orione Care will allow reasonable time off without pay for designated public duties, such as a Justice of the Peace.

General

If there are any aspects of this section that are unclear, you are encouraged to put any questions you may have to your Line Manager.

4

General information

Insurance whilst on Orione Care business

Orione Care's employers' liability insurance covers all employees for injury or death from an incident whilst working for Orione Care. This is only payable when Orione Care is found to have been negligent in its role as an employer.

Damage or loss to personal property

Compensation for damage to or loss of personal possessions will only be considered if Orione Care can be held to have been negligent. All damage or loss should be reported to your Line Manager immediately.

You are advised not to leave any personal possessions or valuables unattended on the premises.

Return of Orione Care property

On the termination of your employment for whatever reason, you must return all Orione Care property in your possession or for which you have responsibility. Failure to return all such items will result in the cost of the unreturned items being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

Wills

You must not assist in the wording of service users' wills or witness service users' wills or agree to be an executor of a service user's will. You must not accept a legacy as a named beneficiary of a service user's will. You must in no way abuse the privileged relationship which exists between you and service users.

Gifts and Hospitality

Orione Care as a Christian organisation and a registered charity requires its staff to act with the utmost probity at all times. Please refer to the Anti Bribery Policy. It is important that the actions of staff must be above any suspicion. Monetary gifts, however small, must not be accepted.

Gifts from Service Users and their Relatives

Staff may not accept gifts from service users, with the exception of small token items e.g. a birthday card or bar of chocolate. Any gifts received by a member of staff from a person using the service must be reported to the manager and an official record kept.

Relatives may occasionally give a gift to staff, for example a box of chocolates or biscuits. These should be handed to the manager to be distributed between the staff as he or she sees fit.

Gifts from Contractors or Suppliers

Staff may not accept personal gifts from contractors or suppliers with the exception of inexpensive items, e.g. diaries, calendars, pens, note pads etc.

Larger gifts, for example, bottles of drink may be accepted from contractors or suppliers at Christmas. Such gifts must be handed to your Line Manager who will use them for the charitable purposes of the organisation e.g. as a raffle prize.

Any personal gift received from a contractor or supplier must be declared to the Company Secretary.

If a member of staff is made an offer, gift or irregular suggestion in connection with a contract or with the object of obtaining preferential treatment this must be reported to the Company Secretary immediately.

The Use of Orione Care Contractors and Suppliers by Staff

Staff may not purchase goods or services from a contractor or supplier on preferential terms for private purposes if these terms are given directly or indirectly because of the business relationship, either potential or actual, between the contractor and Orione Care.

Hospitality

Staff must exercise the utmost discretion in accepting outside hospitality of any kind. Acceptance of hospitality might make it difficult to avoid an obligation to the party offering it, or might be thought to have affected an employee's impartiality in dealing with official matters. Particular care should be exercised in dealing with contractors and suppliers.

If Trustees or staff are offered any irregular hospitality e.g. expensive meals, tickets to sporting events etc., these should be declined and reported to the Company Secretary.

Any hospitality which is accepted outside the normal courtesies (e.g. refreshments offered at a meeting or official function), must be reported to the Company Secretary.

References

Only Head Office staff or Unit Managers (in respect of an employee at their workplace only) are authorised to give references on behalf of Orione Care. If a Unit Manager provides any reference, a copy must be provided to the Company Secretary.

Under no circumstances may any other employee provide a Company reference and doing so will make the person liable to disciplinary action.

All employees are strongly advised never to provide a personal reference on behalf of a colleague, especially where the position for which the colleague has applied is regulated by the General Social Care Council.

Employees should be aware that misrepresentation of Orione Care is a serious matter, therefore anyone choosing to provide a personal reference on behalf of a work colleague should clearly mark it 'personal reference' to avoid any misunderstanding and only use their home address in any correspondence. Orione Care will regard its employee as responsible for any misunderstanding on the part of the third party.

Change of address or personal circumstances

You must always advise Orione Care, in writing, when you have a change in personal circumstances that will affect your personnel record. Particular examples include details of your address, telephone number, emergency contact, bank details and any qualifications.

You must also seek authority from Orione Care if you wish to take additional employment. In order to work more than an average of 48 hours in a week, you must sign an individual waiver form.

Health and safety

From the point of view of safety and appearance, work areas must be kept clean and tidy at all times.

You are required to take reasonable care of your own well-being and that of all other employees. The relevant health and safety notices are posted around the premises and you are expected to be familiar with their requirements.

The use of controlled drugs or the consumption of alcohol by employees is inappropriate at any time during working hours and before work. If your doctor prescribes drugs that may affect your ability to work, you must discuss this with your Line Manager.

If you have an accident or injury at work you must enter the incident in the Accident Log. The date, time and nature of the incident should be entered and whether it was witnessed.

Mental health and wellbeing

The Orione Care values the health and wellbeing of all its employees. When the stresses of home or work life begin to have an impact on someone's mental health, it's vital that they feel supported. Promoting and protecting the mental wellbeing of the workforce is important for individuals' physical health, social wellbeing and productivity.

The Orione Care actively encourages employees to be open and honest about their mental health and wellbeing. If you feel you require any support, please speak to Management. Everyone should remember to support each other. If you feel a colleague would benefit from support, speak to your Line Manager.

Hygiene

Any exposed cut or burn must be covered with a first-aid dressing.

If you are suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.

Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

Hygiene for food handlers

Overalls/uniforms, including head covering where provided, must be worn at all appropriate times.

Any cuts or sores on the hand or arm must be covered with an approved dressing.

No jewellery should be worn, other than a wedding ring and stud earrings, without the permission of your Line Manager.

Excessive amounts of make-up or perfume must not be worn, and nail varnish is not allowed.

If you are suffering from an infectious or contagious disease or illness, or have a bowel disorder, boils, skin or mouth infection, you must not report for work without clearance from your own doctor.

Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

Pay

Payslips

At the relevant payment interval you will receive a payslip giving details of all payments and deductions e.g. gross pay, income tax, national insurance, etc.

Overpayments

If you are overpaid for any reason you are required to notify the person who pays the wages. The amount of overpayment will normally be deducted from the following payment but if this would cause hardship, alternative arrangements to repay may be made. Any failure to report an overpayment may result in disciplinary action.

Income tax

In compliance with the law, you will receive a P60 each year detailing earnings and payment of income tax and National Insurance. This document should be kept in a safe place.

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Orione Care facilities and amenities

Unless specified to the contrary in your Contract of Employment, the benefits and facilities in this section are discretionary and may be withdrawn or altered by Orione Care at any time.

Food and drink facilities

These facilities are provided for the convenience of all employees. Please ensure that all facilities are left in a clean and tidy condition after use. Care must be taken when using hot/electrical equipment and you must adhere to all health and safety rules concerning their use.

Please note that for health and safety reasons personal portable electrical appliances must not be brought onto the premises.

Car parking

Orione Care does not accept liability for damage or loss to employees' private vehicles.

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Orione Care procedures ***Disciplinary procedure***

Purpose

Orione Care firmly believes that the fairest way to resolve any problems relating to conduct or performance is to have a well-structured disciplinary procedure. The procedure is designed to help and encourage all employees to achieve and maintain Orione Care's standards of conduct, attendance and performance and should be looked upon as a corrective process.

Please read the following principles and procedures carefully as they form an important part of your terms and conditions of employment:

Principles

Apart from an informal verbal warning, you have the following rights in relation to disciplinary action:

- to be informed of the allegations of misconduct or poor performance to be addressed at any disciplinary hearing,
- to be accompanied by a work colleague or by an accredited trade union official,
- to appeal against any disciplinary action.

The procedure

Formal verbal warning

In the case of conduct, attendance or performance not reaching the required standard, the problem will be discussed with you at a disciplinary hearing where you will be given the opportunity to offer a satisfactory explanation. If the explanation is unsatisfactory, you will be issued with a formal verbal warning. The topics discussed at the meeting will be confirmed in writing to you and the verbal warning will remain on your file for six months.

Written warning

A written warning will be issued following a disciplinary hearing where there is a current formal verbal warning on your file and sufficient improvement has not been made or where the misconduct, attendance or poor performance is serious enough to warrant Orione Care bypassing the formal verbal warning stage. A written warning will remain on file for nine months.

Final written warning

If there is still insufficient improvement in your conduct, attendance or if your performance is still unsatisfactory, you will be asked to attend a further disciplinary hearing. If no satisfactory explanation is offered for the lack of improvement, you will be issued with a final written warning that will remain on file for 12 months.

If the misconduct is sufficiently serious to warrant only one warning but is not sufficiently serious to justify dismissal, a final written warning will be issued. You will be informed in your final written warning that any further misconduct or failure to meet the required standard will result in your dismissal.

Dismissal

Dismissal will normally result if you still fail to achieve the standard of conduct or performance required by the Orione Care.

You will be given every opportunity to offer an explanation for your failure to meet the required standards at a final disciplinary hearing. As with all previous stages of the disciplinary procedure you will be offered the right to be accompanied and the right to appeal against the decision.

If you are dismissed, you will be provided, as soon as is reasonably practicable, with the reasons for dismissal, the date on which your employment will terminate and details of how you may appeal.

In exceptional circumstances, the Orione Care reserves the right, as an alternative to dismissal, to impose a penalty of suspension without pay for up to a maximum of five working days, together with a final written warning that will remain on file for 12 months.

General

You will always be given as much information as possible regarding the allegations of misconduct, or any documentation detailing the shortfall in performance or capability that will form the basis of the disciplinary hearing. You will also be given fair and reasonable notice of the date and time of the hearing and whenever possible the disciplinary hearing will be held during your normal working hours.

Any disciplinary action will only be taken after a full investigation of the facts, and if it is necessary to suspend you for this period of time, you will receive your normal rate of pay.

The Orione Care reserves the right to vary the disciplinary procedure dependent on either the seriousness of the allegations of misconduct or capability to be addressed, or if you only have a short amount of service. It also reserves the right to call on a third party to assist with the disciplinary process.

If you are a short service employee or are still within the probationary period, you may not be issued with any warnings before dismissal.

NB The Orione Care reserves the right to deduct from pay the cost of any damage or loss to property or goods, which after a disciplinary hearing was found to have been caused by your negligence or vandalism.

Conduct covered

Conduct at work

Orione Care expects all employees to behave in a responsible and reasonable manner. The following list provides examples of the type of conduct that Orione Care would expect:

- To be punctual for the start of work and to keep within the break times.
- To give regular attendance at work and to minimise all absenteeism.
- To be courteous, helpful and polite to all those with whom you have contact.
- To devote all your time and attention, whilst at work, to Orione Care and ensure that all its property including confidential information, records, equipment, information technology, etc., is kept safe and used correctly.
- To comply with all Orione Care rules and regulations and to observe and perform all the terms of your employment as set out or referred to in your Contract of Employment.
- Not to be involved with any charity, company, client or agent who is in direct competition with Orione Care. You are expected to devote all your loyalty to Orione Care.

Conduct outside working hours

Normally Orione Care has no jurisdiction over employee activity outside working hours. Behaviour outside working hours will only become an issue if the activities adversely affect Orione Care.

Adverse publicity, bringing Orione Care name into disrepute, or actions that result in loss of faith in Orione Care, resulting in loss of business, or loss of faith in the integrity of the individual, will result in the disciplinary procedure being instigated.

The detriment suffered by Orione Care will determine the level of misconduct and it will also determine which disciplinary stage is most appropriate to suit the circumstances.

If the actions cause extreme embarrassment or serious damage to Orione Care's reputation or image, a decision may be taken to terminate the employment.

Orione Care's procedures covering disciplinary hearings and appeals still apply.

Gross misconduct

Gross misconduct will result in summary dismissal, which means you lose your right to notice or pay in lieu of notice.

Here is a list of offences that are normally regarded as "gross misconduct". It is not exhaustive, but it describes the kind of offence that can result in summary dismissal.

- Deliberate failure to comply with the published rules of the Orione Care, including those covering cash handling, security, health and safety, safeguarding, equal opportunities, the duty of candour, the Internet, etc.
- Deliberate falsification of records.

- The committing of offences against current discrimination legislation whilst acting on behalf of the Orione Care.
- Fighting or assaulting another person.
- Using threatening or offensive language or behaviour towards anyone during your working time including towards service users, visitors, other employees or workers.
- Bringing any item which could be classed as a weapon onto the work premises, including any item that has a blade or point or any firearm unless for work related reasons.
- Your work performance becoming affected through your consuming alcohol, taking drugs and/or illegal substances, substance misuse (e.g. solvent abuse), your taking legal highs and/or psychoactive drugs and/or drugs covered by the Misuse of Drugs Act 1971 ('controlled drugs') when these are not prescribed; or your failing to follow medical instructions on prescribed medication.
- Borrowing money or property from any resident.
- Being in unauthorised possession of our property or residents' property.
- Being in possession of illegal drugs and substances or alcohol whilst on Orione Care premises.
- Obscene behaviour.
- Behaviour likely to bring the Orione Care into disrepute.
- Wilful and deliberate damage to or misuse of Orione Care property.
- Refusal to carry out reasonable duties or instructions.
- Sleeping whilst on wakeful duties.
- Conviction on a criminal charge that is relevant to your employment with the Orione Care.
- The misuse including use for personal gain, of confidential information in the course of working for the Orione Care.
- Undertaking private work without permission.
- Being involved with any company, client or agent who is in direct competition with the Orione Care without permission.

Disciplinary appeal procedure

At each stage of the disciplinary procedure, you will be given the right of appeal. If you wish to exercise your right of appeal, you should put your reasons in writing to the named appeal officer within five days of receiving written confirmation of the disciplinary decision taken against you. You will need to explain why you feel the decision is unfair, or inappropriate in relation to the matters addressed at the disciplinary hearing.

If you have any new information or evidence to support your appeal, please give details in full and include the names of any witnesses you may wish to call to support you in your appeal. This is in order that there will be sufficient time to investigate any

additional information before the appeal hearing. You are entitled to be accompanied at the appeal hearing by a work colleague or by an accredited trade union official.

Although the purpose of the appeal is to review any disciplinary penalty imposed, it cannot increase the disciplinary penalty.

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

Grievance procedure

A grievance procedure is quite simply a way for all employees to discuss any problems, or air their views on any dissatisfaction that relates to their work. An informal discussion can often resolve matters, but if you wish to raise the grievance formally, it should be done in the following way.

Submit your formal written grievance to your Line Manager who will make every effort to hear your grievance within five working days. If you feel that you need help in putting your point of view across, you may ask a work colleague or an accredited trade union official to be present to help you explain the issue you are raising.

If you are not satisfied with the outcome of your meeting, tell the person who dealt with your grievance that you wish to take the matter further and intend to appeal against the outcome.

Submit your formal written appeal to the named appeal officer within five days of receiving written confirmation of the grievance decision, including an explanation of why you are dissatisfied with the original decision. Every effort will be made to hear your appeal within five working days and you may ask a work colleague or an accredited trade union official to be present to help you. Although the Orione Care will always be willing to try to resolve your grievance as amicably as possible, a decision reached at the appeal stage is final.

Please note that the Orione Care reserves the right to call on a third party to assist in resolving grievances.

Whistle blowing procedure

Employees and workers who make public disclosures, about wrongdoings in the workplace are commonly referred to as "whistleblowers". In the past, employees were sometimes dismissed or victimised by their employers, which discouraged 'whistle blowing'. However, 'whistleblowers' now have legal protection under certain circumstances.

Not all 'whistle blowing' is protected. The legal protection is only for 'qualifying disclosures', which must relate to:

- Committing a criminal offence.
- Failing to comply with a legal obligation.
- A miscarriage of justice.
- Endangering the health and safety of an individual.
- Environmental damage.
- Concealing any information relating to the above.

Protected disclosures

Employees are protected if they make a qualifying disclosure to a person or body specified in the legislation and under these circumstances a qualifying disclosure becomes a 'protected disclosure'.

Employer or responsible person

Employees are protected if they make a qualifying disclosure to their employer.

Alternatively, if an employee makes any qualifying disclosure to *Protect*, an independent whistleblowing charity (0203 117 2520), the disclosure also becomes a protected disclosure.

If an employee makes a qualifying disclosure about a person who is not the employer (e.g. a supplier), or if it is about something for which a person other than the employer is responsible (e.g. a contractor), this is also a protected disclosure if it is made to that person.

Legal advisor

A qualifying disclosure is a protected disclosure if it is made in the course of obtaining legal advice.

Prescribed persons

A qualifying disclosure also becomes a protected disclosure if it is made directly to a person or body prescribed for that purpose. For example, a qualifying disclosure made to the Environmental Agency is only a protected disclosure if it is made in connection with acts or omissions that have an actual or potential effect on the environment. If the same disclosure was made to the Civil Aviation Authority, for example, it would not be a protected disclosure.

Disclosure in other cases

If an employee reasonably believes that:

- they will suffer a detriment if he makes a disclosure in accordance with one of the above procedures, or
- there is no prescribed person and their employer may conceal or destroy evidence, or
- they have already made a disclosure to the employer or a prescribed person or body,

then a disclosure made in some other way may be a qualifying disclosure if the employee believes the information to be true, the disclosure is not made for personal gain and it is reasonable to make the disclosure.

In determining reasonableness, the following will be taken into account

- the identity of the person to whom the disclosure was made,
- the seriousness of the failure,
- whether the failure is continuing or is likely to occur in the future,
- any action already taken by the employer or prescribed person,
- whether or not the employee made use of the employer's nominated person.

Disclosure of exceptionally serious failures

In the case of exceptionally serious failures a disclosure may be a qualifying disclosure if the employee believes the information to be true, it is not for personal gain and it is reasonable for the employee to make the disclosure.

Speed of action will often be of prime importance when there is an exceptionally serious failure. When determining reasonableness in this situation, the prime focus of attention will be on the identity of the person to whom the disclosure was made.

Claiming and accounting for expenses

If you incur or anticipate incurring legitimate expenses on Orione Care's behalf there are various methods of reimbursement and/or advance funding. Claims can only be made for expenses incurred wholly in respect of business purposes.

Petty cash

Amounts may be claimed by presenting the receipt to your Line Manager.

Expense claim forms

All expenses must be claimed for in detail and backed up by VAT receipts for the relevant items. Claim forms should be submitted to your Line Manager as soon as possible.

Cash advance

All cash advances must be authorised by Management in advance. Any surplus cash must be returned with receipts for all business expenditure to your Line Manager on your return to work.

Orione Care credit cards

If you are issued with an Orione Care credit card all expenditure must be accounted for. All receipts must be submitted to Financial Administrator as soon as possible.

Orione Care cards must not be used for personal expenditure.

Rights of search

Orione Care has a contractual right of search in order to combat misappropriation of Orione Care property, stock losses, or if Orione Care genuinely believes that drugs or any illegal substances are on the premises. The right of search is to address problems relating to the above issues.

Under the rights of search procedure Orione Care may carry out random checks on the identity, person, and property, including vehicles of employees at any time whilst they are on Orione Care premises or business. It is understood that such checks in themselves do not imply suspicion in relation to the individual concerned.

You may be asked to remove the contents of your pockets, bags, vehicle, etc., and you will have the right to be accompanied by a third party who is on the premises at the time of search.

If a personal search is deemed to be necessary, you will be entitled to be searched by a member of the same sex. Any refusal will be regarded as a refusal to carry out a reasonable instruction and will normally result in dismissal.

Orione Care reserves the right to call the police for assistance at any stage.

Orione Care vehicles

All staff who drive Orione Care vehicles or their own vehicle on Company business are required to be familiar with Orione Care's policy on the Use of Motor Vehicles, which is available at your workplace. The use of Orione Care vehicles requires express approval from Management. Unauthorised passengers must not be carried nor may any vehicle be used for hire or reward.

You must produce your driving licence before permission to use a vehicle is first given and it must be produced at regular intervals thereafter, as notified by us. Any type of driving conviction or summons must be reported immediately to Management and you agree to allow us to access your online driving licence information.

You must comply with all statutory regulations and/or Orione Care regulations regarding the recording of daily mileage, journeys undertaken and driving hours.

Whilst you may find it necessary to use a mobile phone during the course of your work, Orione Care prohibits the use of hand held mobile phones while driving and will not be liable for any fines or penalties incurred by you using an Orione Care mobile phone unlawfully.

Fines

Any fines or prosecutions arising from any motoring offence either moving or static will be your responsibility. Notices relating to such fines received by Orione Care will be passed to you. Fines not paid will be settled by Orione Care on receipt of the first reminder and deducted from any monies, including salary and expenses, due to you.

Use of private vehicles on Orione Care business

The use of your own vehicle for Orione Care business requires authorisation. Once authorised, you may claim a mileage allowance providing the Orione Care has agreed the travel in advance.

You must have a valid licence to drive the vehicle and you are responsible for ensuring that your vehicle is in a roadworthy condition, with a valid MOT certificate (if applicable) and current vehicle tax, and that you have adequate insurance cover in place before undertaking any business travel. The Orione Care will not accept any liability in the event of an accident, prosecution or fine.

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Orione Care policies Equal opportunities and discrimination statement

Orione Care is committed to providing an environment where all workers are treated fairly with courtesy and respect. We do not tolerate any form of unlawful discrimination or harassment. All of our staff are to be given an equal opportunity to contribute their skills and talents and to develop through training and promotion.

You are required to familiarise yourself with all Company policies including equal opportunities, training, harassment and recruitment, copies of which are available at your workplace.

Criminal records

Many posts within Orione Care are exempt, because of the nature of the work, from the provisions of Section 4(2) of the Rehabilitation of Offenders Act 1974, by virtue of the Exceptions Order 1975 as amended. This means that all convictions, including those that are "spent" under the terms of the Rehabilitation of Offenders Act 1974, but excluding those that are "protected" under the Exceptions Order, will be made known to us. Criminal record checks are carried out on all employees at the commencement of their employment and any subsequent safeguarding investigations or suspensions, police arrests, criminal charges or convictions must be notified to the Company Secretary. "Convictions" include convictions in a court of law, police cautions, reprimands and final warnings.

Vetting and Barring Scheme

If your work is classed as a 'regulated activity' under the above scheme we will be required to check whether or not your name is included on the Adults' List maintained by the Disclosure and Barring Service (DBS) as being barred from working with vulnerable groups.

In addition, if we believe that you are guilty of misconduct that has harmed or placed a member of a vulnerable group at risk of harm, we have a statutory duty to refer your name to the DBS for possible inclusion on the Adults' List. This duty also applies in relation to ex-employees.

Communication and representation policy Introduction

Orione Care will take every step to communicate to all employees with particular respect to its products, services, and plans for the future, etc. It also encourages employees to express their views in terms of suggestions and opinions.

Notice boards

All statutory notices, vacancies, internal information and all other matters of general interest will be displayed on the official notice boards. Employees wishing to display notices relating to social, sporting or domestic activities should obtain permission from a member of Management to do so.

The Employee Handbook

All employees will be given a copy of this handbook at the beginning of their employment with the Orione Care. After that time a copy will always be available on the premises or via Atlas.

Trade Union membership and recognition

Orione Care recognises your right either to join or not to join a trade union of your choice.

Orione Care has no recognition agreement with any union and as a result no paid union officials will be allowed on the premises except for the purpose of representation at a disciplinary or individual grievance meeting or any associated appeal meeting.

Telephones (including mobile phones)

Employees may use Orione Care's telephone system for local calls within reason. If possible authority should be sought from Management before the call is made and if not as soon as possible afterwards. The cost of private calls made from Orione Care's landline and mobile phones must be reimbursed to Orione Care. Personal mobile phones should be switched off during working hours.

Orione Care Stationery and Letters

No one may use the official Orione Care stationery without the permission of the Unit Manager. Official note paper or letter headed paper may only be used for official business of Orione Care and only Head Office staff or the Unit Manager, Deputy Manager, Secretary or Assistant Manager (as applicable to the Unit concerned) are authorised to communicate with third parties by mail, or by other means using official stationery, on behalf of Orione Care, except in individual circumstances and only then with approval of the Unit Manager.

Official letter headed stationery must be kept securely to prevent its unauthorised use. Under no circumstances may employees remove official stationery from the premises. Unauthorised use may result in disciplinary action.

Postal mail

All posted mail delivered to Orione Care is normally opened centrally even if it is addressed as personal or has confidentiality marking. Therefore, no personal mail should be sent to Orione Care without permission (e.g. 'signed for' parcels) or personal mail sent out using Orione Care's system.

Computer policy

Computer usage

Employees must keep their passwords confidential and must not disclose them to any other party.

Employees are not permitted to load any software on to the Orione Care's computer system without prior permission from Management.

On the termination of employment, or at the Orione Care's request, employees must return all information that they have in a computer compatible format to a nominated member of staff.

All information, programs and systems created by employees during the course of their employment with the Orione Care will remain the property of the Orione Care.

Employees are not permitted to play computer games in Orione Care time or on Orione Care terminals or laptops.

Email

The Orione Care gives designated employees access to an email facility in order to improve business communication and efficiency. This is the primary purpose of this facility and although personal emails are permitted, the primary purpose of this facility should be remembered. The Orione Care would ask its employees not to abuse the facility.

With this in mind it is important that emails are not used to spread gossip or to distribute information, jokes or graphics that are or could be said to be, any of the following:

- sexist or sexual in nature,
- racist or otherwise discriminatory,
- obscene,
- offensive,
- defamatory,
- malicious and/or unacceptable nature,
- otherwise conflicting with the interests of the Orione Care.

The distribution of chain letters by email is also expressly forbidden.

Employees must not use emails to distribute information that is confidential in nature, unless the permission of the customer and/or Management has been given in advance. Employees must not use emails to distribute anything that is copyright protected or to pursue or promote personal business interests. If in doubt, guidance should be sought from Management.

Messages sent by email could give rise to legal action against the Orione Care. It is therefore important that thought is given to the content of all emails and that hard copies are taken when necessary.

The Orione Care reserves the right to retrieve messages in order to assess whether the facility is being used for legitimate purposes, to retrieve information following suspected computer failure or to investigate alleged acts of wrongdoing. The Orione Care will not, however, monitor emails as a matter of course.

Misuse of the email facility will result in disciplinary action.

Internet use

Employees have a duty to use the Internet responsibly.

Employees must not access or display any sites or pages that are sexually explicit or offensive. Any breach of this rule may result in dismissal. If an employee receives information from, or accesses any such site unintentionally, the computer must be closed down or disconnected from the network and Management must be informed immediately.

Although sensible and limited personal use of the Internet is permitted, the Orione Care reserves the right to take disciplinary action against employees where their use amounts to an abuse of this rule, such as excessive downloading or streaming to computers or mobile devices.

The use of social networking sites for personal purposes during working time or on Orione Care terminals or laptops is not permitted and is a breach of Orione Care rules.

Employees using social networking sites away from work must ensure that, if adding personal news items, they do not include reference to the Orione Care by name or by photograph, or to any employee, client, customer or any other person or organisation connected with the Orione Care, or any of their relations or friends. Failure to comply with this policy will be treated as a serious breach of the rules and will result in disciplinary action being taken, up to and including summary dismissal.

Any use of social networking sites that brings the Orione Care into disrepute, or breaches the equal opportunities and discrimination policy or harassment policy, will be regarded as gross misconduct and will result in summary dismissal.

Employee data

We hold personal data on all our employees to meet legal obligations and to perform vital internal functions. Our employee data privacy notice details the personal data we may retain, process and share with third parties relating to your employment and vital business operations. We are committed to ensuring that your information is secure, accurate and relevant. To prevent unauthorised access or disclosure, we have implemented suitable physical, electronic, and managerial procedures to safeguard and secure personal data we hold.

If you would like to see a copy of our employee data privacy notice, please contact Michael Healy, Company Secretary based at 13 Lower Teddington Road, Hampton Wick, Kingston-Upon-Thames, Surrey. KT1 4EU.

Training policy

You will be required to participate in training and develop your skills whilst working for Orione Care. You should familiarise yourself with the Policy on Staff Training and Development which is available at your workplace.

Orione Care will provide any necessary training and will meet the costs involved.

However, if an employee fails to complete the training or their employment ends within one year of completing any external training course for any reason except redundancy, the employee must reimburse the cost of any training on a pro-rata basis.

Employees will be required to sign a 'Training costs agreement' form prior to starting any external course, which authorises the Orione Care to make this deduction.

Lay off/short time working

If a situation arises where there is a reduction of work, or there is any other occurrence that affects the normal running of the business, the Orione Care has a right to either lay off without pay other than Statutory Guarantee Pay or implement shorter working hours and reduce pay in proportion with the reduction in working hours. This procedure is in line with your terms and conditions of employment.

The Orione Care also reserves the right to select the employees best suited to carry out whatever work is available.

Employees will be offered alternative work wherever possible.

Employees who are laid off must still be available for work as and when necessary since continuity of service is not affected by any period of lay off.

The Orione Care will pay Statutory Guarantee Pay in accordance with the current government regulations.

Any employee who is laid off for longer than the Statutory Guarantee Pay period will be given a letter to take to the relevant government agency. Employees should then be able to sign on as temporarily unemployed, even though they will still be employed by the Orione Care.

Redundancy policy

If a redundancy situation arises, for whatever reason, Orione Care will take whatever steps are reasonable in an effort to avoid compulsory redundancies, for example:

- Analyse overtime requirement.
- Reduce hours.
- Lay off with Statutory Guarantee Pay.
- Ask for voluntary redundancies, whether anyone has plans to retire or is considering a career move.

If compulsory redundancies are necessary, employees will be involved and consulted at various meetings to discuss selection criteria, any alternative positions, and be given every opportunity to put forward any views of their own.

Employees will be given the opportunity to discuss the selection criteria drawn up. Orione Care reserves the right to reject any voluntary applications for redundancy if it believes that the volunteer has skills and experience that need to be retained for the future viability of the business.

Drugs and alcohol policy

The Orione Care is committed to maintaining a healthy, safe and productive working environment for its employees. The Orione Care recognises the impact that drugs and alcohol may have on an individual's ability to work safely and correctly and aims to ensure a working environment free from the inappropriate use of substances and where employees are able to carry out their duties in a safe and efficient manner.

If you are concerned that you or any of your colleagues are misusing drugs, medication and/or are excessively consuming alcohol, you are encouraged to speak to your Line Manager as soon as possible.

If you are prescribed medication by your doctor you must immediately discuss this with your Line Manager and provide confirmation from your doctor as to any possible side effects if:

- such medication may affect your ability to carry out your duties and/or drive; and/or
- such medication is covered by the Misuse of Drugs Act 1971.

This will apply whether or not there is any actual threat to health and safety.

Standards of behaviour

- The consumption of alcohol by employees is inappropriate at any time during working time and/or during any breaks.
- The consumption of alcohol by employees is inappropriate at any time before work whenever their work performance might be affected by such consumption.
- The use of:
 - substances covered by the Misuse of Drugs Act 1971 (referred to as 'controlled drugs');
 - solvents and/or any other similar substances as a means of achieving an altered state of mind or consciousness; and
 - 'legal highs', psychoactive drugs and new psychoactive substances (even where these may not be banned under the Misuse of Drugs Act 1971);

by employees is inappropriate:

- at any time during working time or during any breaks; and/or
- before work whenever their work performance might be affected by such use.

The misuse by employees of medication is inappropriate if their work performance might be affected by such misuse.

Illegal dispensing, distributing, possessing, using, selling or offering to buy any drugs at work by any employee is prohibited. This includes controlled drugs, 'legal highs' or substances such as solvents where it is known, or could reasonably be known, to be for use as a means of achieving an altered state of mind or consciousness. Any such activity (including reasonable suspicion of it) on Orione Care premises will be reported immediately to the police.

If you are found to be in breach of the rules in this section you will be liable to dismissal on the grounds of gross misconduct under the Orione Care's disciplinary procedures.

For the avoidance of doubt, using a controlled drug prescribed by a doctor shall not be treated as gross misconduct. However, you must comply with the notification requirements above and the requirements of any relevant risk assessment and failure to do so could result in disciplinary proceedings being brought against you.

Examination and testing

If the Orione Care suspects that there has been a breach of the above provisions, or suspects that an employee's work performance or conduct has been affected through drug or alcohol use, the Orione Care may at its discretion require the employee to undergo a medical examination to determine the cause of the problem.

To assist in the effective implementation of this policy, the Orione Care also reserves the right to have drug or alcohol testing carried out at its discretion on any employee or employees. The reasons the Orione Care may choose to conduct such testing include, but are not limited to the list below:

- Where there is a suspicion on the part of a manager that drugs and/or alcohol may have been used by an employee and their work performance is affected by such use.
- Following a criminal conviction which relates to drugs or alcohol including activities which have taken place outside of the workplace.
- Following an accident in a Orione Care vehicle or a vehicle in working time.
- Following any accident or near miss in working time.
- Following an incident resulting in damage to Orione Care property.
- Following a report from a member of the public of dangerous driving in a Orione Care vehicle.

The Orione Care also reserves the right to carry out random drug or alcohol testing of any employees at its discretion.

Such tests can be administered by a third party instructed by the employer or by an employee within the Orione Care and could include (but not limited to) using a standard breathalyser, oral fluid device or a urine test.

If you are required to undergo testing, you will be expected to sign a written consent to be tested. Failure to give consent, or refusal to supply a required sample, including what is deemed to be an unreasonable failure to provide a sample as required, will be deemed to be a failure to comply with a reasonable management instruction and will normally be treated as gross misconduct, entitling the Orione Care to take disciplinary action.

Smoke-free policy

It is illegal to smoke in enclosed or substantially enclosed workplaces and the Orione Care has a policy that prohibits smoking throughout the entire workplace with no exceptions, including commercial and pool vehicles. This policy applies to all employees and to visitors to the premises.

Failure to comply with this policy will result in disciplinary action and possible criminal prosecution.

This policy also applies to the use of e-cigarettes.

Dress code policy

Employees represent Orione Care whenever they meet service users and members of the public and we would ask that employees' appearance should be smart and appropriate at all times. In situations of extreme hot/cold weather, common sense should prevail.

Employees who have been given a uniform or name badge should wear them at all times whilst on Orione Care business. Uniforms must be kept clean, pressed and presentable.

Any personal protective equipment that is issued by Orione Care must be worn at the relevant time. Failure to wear this equipment may result in disciplinary action.

Employee Handbook receipt

This Handbook has been drawn up by the Orione Care to provide you with information on employment policies and procedures. It is important for you to read the Handbook carefully as this, together with your Contract of Employment, sets out your main terms and conditions of employment.

The information covers a wide range of subjects relating to your employment and in the event that information in this Handbook conflicts with terms and conditions as stated in your Contract of Employment, the Contract will take precedence.

If you have any questions or any part of the Handbook is unclear to you, please do not hesitate to raise any queries with your Line Manager.

It is important that you do this before signing that you have read, understood and are willing to abide by all the Orione Care's terms and conditions.

I acknowledge receipt of this Employee Handbook, which is the property of the Orione Care, and which forms an integral part of my Contract of Employment.

Received by (Employee)

Signed

Date