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# ***Jai Medical Centre***

## ***Employee Handbook***

*Prepared by*

**Citation Ltd**

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# 1

## ***About this Handbook***

This Handbook has been drawn up by the Practice 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 the General Manager/Managing Partner.

It is important that you do this before signing that you have read, understood and are willing to abide by all the Practice'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 take your full holiday entitlement during the holiday year. Holidays may not be carried forward into the next holiday year, nor will you receive payment for holidays not taken.

### ***Request for holidays***

In order to submit a request for holidays, you should complete the relevant form and have the holiday authorised by Management. If you have been given access to the self service holiday planner you should complete your holiday request online.

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.

No more than one of each category or employee will normally be allowed to take holidays at any one time.

### ***Length and timing of holidays***

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

You are required to reserve annual holidays to take during the Company's "shut down" periods, the dates of which will be notified to you on an annual basis.

Holidays will not normally be granted during October and November.

## ***Refusal of holidays***

In the event that we have to refuse a holiday request because of business needs, we are 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 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 final payment. If you have been paid for fewer holidays than your entitlement then the balance will be paid to you with your final payment.

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# 3

## ***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 Management. Payment for absences of this nature will be at our discretion. 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 or someone on your behalf should notify the Senior Receptionist or Administrator by phone before 8.00 am on the first day of absence. Text messages and emails are unacceptable. 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 basis thereafter.

#### ***Period of absence***

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

Please note that we review the attendance levels of all our 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 we 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 our sickness self-certification form.

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)***

We are 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 sickness absence is for four or more consecutive qualifying days.

## ***“Family friendly” rights***

Information on the current statutory provisions relating to the following is available from the Practice Manager, with whom you should raise any queries.

- Leave and pay connected with the birth of a baby.
- Leave and pay on the adoption of a child.
- Unpaid parental leave.
- Unpaid time off for dependants.

## ***Flexible working***

If you have at least 26 weeks continuous service with the Practice 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 the Practice).

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 the Practice and how it might be dealt with.

On receipt of your formal request, the Practice 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 the Practice grants your request, the variation will be a permanent change to your contract of employment.

## ***Jury service and attendance at court as a witness***

If you are called for jury service or as a court witness, you will be granted unpaid leave of absence and you should claim for loss of earnings from the court. You will normally be given a form from the court asking for confirmation of your normal salary, which should be completed by the Practice.

## ***Public duties***

The Practice 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 a senior member of the Practice.



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## ***General information***

### ***Insurance whilst on Practice business***

Our employers' liability insurance covers all employees for injury or death from an incident whilst working for us. This is only payable when we are found to have been negligent in our role as an employer.

### ***Damage or loss to personal property***

Compensation for damage to or loss of personal possessions will only be considered if we can be held to have been negligent. All damage or loss should be reported to the Practice immediately. Where there is evidence that the accident or loss occurred through lack of care on your part, compensation will not normally be paid and you should check whether a claim could be made on your personal insurance policy to cover such circumstances.

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

### ***Return of property***

On the termination of your employment for whatever reason, you must return all Practice 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.

### ***Change of address or personal circumstances***

You must always advise us, 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 us 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.

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

## ***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.

## ***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 from the Practice 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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## ***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 the Practice 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 all health and safety rules concerning their use should be adhered to.

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

### ***Car parking***

The Practice does not provide any car parking facilities and do not accept liability for any damage or fines imposed on employee vehicles.

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# 6

## ***Procedures***

### ***Disciplinary procedure***

#### ***Purpose***

The Practice 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 the Practice'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 or poor performance is serious enough to warrant the Practice bypassing the formal verbal warning stage. A written warning will remain on file for 12 months.

## ***Final written warning***

If there is still insufficient improvement in your conduct, 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 Practice. 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 Practice 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 Practice 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.

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 Practice 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***

The Practice expects all employees to behave in a normal and reasonable manner. The following list provides examples of the type of conduct that the Practice 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 the Practice and ensure that all its property including confidential information, records, equipment, information technology, etc., is kept safe and used correctly.
- To comply with all the Practice 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 and in this Handbook.
- Not to be involved with any partnership, company, client or agent who is in direct competition with this Practice. You are expected to devote all your loyalty to the Practice.

### ***Conduct outside working hours***

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

Adverse publicity, bringing the Practice name into disrepute, or actions that result in loss of faith in the Practice, 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 the Practice 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 the Practice's reputation or image, a decision may be taken to terminate the employment.

The Practice'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 Practice, including those covering cash handling, security, health and safety, equal opportunities, the Internet, etc.
- Deliberate falsification of records.
- The committing of offences against current discrimination legislation whilst acting on behalf of the Practice.
- Fighting or assaulting another person.
- Using threatening or offensive language towards clients or other employees.
- Making yourself unfit to work by solvent abuse, drinking alcohol, taking of illegal substances or failing to follow medical instructions on prescribed drugs.
- Being in unauthorised possession of Practice property.
- Being in possession of illegal drugs and substances or alcohol whilst on Practice premises.
- Obscene behaviour.
- Behaviour likely to bring the Practice into disrepute.
- Wilful and deliberate damage to or misuse of Practice property.

- Refusal to carry out reasonable duties or instructions.
- Conviction on a criminal charge that is relevant to your employment with the Practice.
- The misuse, including use for personal gain, of confidential information in the course of working for the Practice.
- Undertaking private work on the premises 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 Dr Patel or the immediate superior of the person who took the disciplinary action 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 the General 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 Dr Patel 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 Practice will always be willing to try to resolve your grievance as amicably as possible, a decision reached at the appeal stage is final.

## ***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’. With the introduction of new legislation, ‘whistleblowers’ are now protected 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 *Public Concern at Work*, an independent whistleblowing charity based at 3rd Floor, Bank Chambers, 6 - 10 Borough High Street, London SE1 9QQ (0207 404 6609), 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:

- he will suffer a detriment if he makes a disclosure in accordance with one of the above procedures, or
- there is no prescribed person and his employer may conceal or destroy evidence, or
- he has 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.

### ***Rights of search***

The Practice has a contractual right of search in order to combat misappropriation of Practice property, stock losses, or if the Practice 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 the Practice may carry out random checks on the identity, person, and property, including vehicles of employees at any time whilst they are on Practice 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.

The Practice reserves the right to call the police for assistance at any stage.

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## ***Policies***

### ***Equal opportunities and discrimination policy***

The Practice recognises that discrimination is not only unacceptable, it is also unlawful.

The aim of the Practice is to ensure that no job applicant or employee is discriminated against, directly or indirectly, on any unlawful grounds.

By including this policy in the Employee Handbook, all employees are made aware that the Practice will act in accordance with all statutory requirements and take into account any relevant codes of practice.

All job applicants will be considered solely on their ability to do the job. Interview questions will not be of a discriminatory nature.

All promotions will be made on merit in line with the principles of the policy.

Employees who have a disability will receive the necessary help, within reason, to enable them to carry out their normal duties effectively.

This policy will be assessed at regular intervals to ensure that equality of opportunity is afforded to **all** employees.

### ***Harassment policy***

The Practice will not tolerate any form of harassment or bullying.

The purpose of this policy is to inform employees of the type of behaviour that is totally unacceptable and to explain what solutions there are to employees who may suffer harassment or bullying.

The Practice intends to provide a neutral working environment in which no one feels threatened or intimidated.

Harassment is a discriminatory act and is also a criminal offence. It is very difficult to define as it can take many forms, but in the main it takes the form of unwanted behaviour by one employee towards another, for example:

- Patronising or belittling comments.
- Comments about appearance/body/clothes.
- Leering or staring at a person's body.
- Unwelcome sexual invitations or pressure.
- Promises or threats concerning employment or conditions in exchange for sexual favours.

- Displaying offensive or sexually explicit material.
- Touching, caressing, hugging or indecent assault.

Please remember the test is that the behaviour is UNWELCOME, UNINVITED AND UNRECIPROCATED.

Bullying is also difficult to define. Obvious examples are:

- Threats of or actual physical violence.
- Unpleasant or over repeated jokes about a person.
- Unfair or impractical work loading.

## ***Procedure***

If you encounter a problem of this nature, it is vital that you make the person responsible aware that his/her remarks or conduct are offensive to you. This should be done in a simple, straightforward way.

It is recognised that complaints of harassment or bullying are often of a sensitive or worrying nature and that it may be difficult to speak directly to the other employee involved. If this is the case, you should put your request in writing and hand it to the harasser or bully.

When or if the informal approach fails or if you believe that the harassment or bullying is of a very serious nature you must bring the matter to the attention of a Member of Management. If possible, you should keep notes of the harassment or bullying so that the formal complaint can be investigated, including the date, time and whereabouts of the act.

If you make a formal complaint it will be dealt with under the grievance procedure and all possible actions will be taken to separate you from the alleged harasser or bully.

If you bring a complaint of harassment or bullying you will not be victimised for having brought the complaint. If however after a full investigation, we have grounds to believe that the complaint was brought with malicious intent, you will be subject to disciplinary action under the Practice's disciplinary procedure.

The Practice's appeal procedures apply to appeals against decisions made under the equal opportunities and discrimination policy and the harassment policy.

## ***Anti-bribery policy***

### ***Introduction***

The Practice values its reputation for ethical behaviour and for financial probity and reliability. It recognises that over and above the commission of any crime, any involvement in bribery will also reflect adversely on its image and reputation. Its aim therefore is to limit its exposure to bribery by:

- setting out a clear anti-bribery policy,
- establishing and implementing anti-bribery procedures as appropriate,
- communicating this policy and any relevant procedures to employees and to others who will perform services for the Practice,
- undertaking appropriate due diligence measures before engaging others to represent the Practice in its business dealings,
- monitoring and reviewing the risks and the effectiveness of any anti-bribery procedures that are in place.

## ***Policy***

The Practice prohibits the offering, giving, solicitation or acceptance of any bribe (whether cash or other inducement)

- to or from any person or company (wherever they are situated and whether they are a public official or body or private person or company),
- by any individual employee, agent or other person or body acting on behalf of the Practice,
- in order to gain any commercial, contractual or regulatory advantage for the Practice in a way that is unethical,
- in order to gain any personal advantage (pecuniary or otherwise) for the individual or anyone connected with the individual.

This policy prohibits any inducement that results in a personal gain or advantage to the recipient or any person or body associated with them, and which is intended to influence them to take action that may not be solely in the interests of the Practice or of the person or body employing them or whom they represent.

This policy is not meant to prohibit normal and appropriate hospitality or the giving of a gift on a festival or at another special time, providing they are customary in a particular market, are proportionate and are properly recorded.

Inevitably, decisions as to what is acceptable may not always be easy. If you are in any doubt as to whether a potential act constitutes bribery, the matter should be referred to the General Manager before proceeding.

## ***Employees' responsibility***

The prevention, detection and reporting of bribery is the responsibility of all employees and the Practice is committed to:

- encouraging employees to be vigilant and to report any suspicion of bribery,
- providing employees with suitable channels of communication and ensuring that sensitive information is treated appropriately,
- investigating instances of alleged bribery and assisting the police and other appropriate authorities in any resultant prosecution,
- taking disciplinary action against any individual(s) involved in bribery.

Any suspicion of bribery should be reported in confidence to the General Manager, who has overall responsibility for bribery prevention.

## ***Criminal records***

All posts within the Practice 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. Disclosure and Barring Service (DBS) checks are carried out on all employees before the commencement of their employment and any subsequent convictions must be notified to the General Manager/Managing Partner. “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 Children's List maintained by the DBS as being barred from working with children.

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

## ***Communication and representation policy***

### ***Introduction***

The Practice will take every step to communicate to all employees with particular respect to its 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 board. Employees wishing to display notices relating to social, sporting or domestic activities should obtain permission from their Manager to do so.

### ***The Employee Handbook***

All employees will be given a copy of this Handbook at the beginning of their employment with the Practice. After that time a copy will always be available on the premises.

### ***Trade Union membership and recognition***

The Practice recognises your right either to join or not to join a trade union of your choice.

The Practice 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 the Practice's telephone system for local calls within reason and in cases of personal emergency. If possible authority should be sought from Management before the call is made and if not as soon as possible afterwards.

### ***Postal mail***

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

### ***Computer technology***

The Practice will not tolerate any employee using Practice computers for any purpose other than business use. No one may use any private software on the system. This is necessary to ensure no viruses contaminate the business systems.

## ***The Internet***

The Practice subscribes to an Internet service in order to provide current information. No employee may use this facility for any personal reasons.

The use of social networking sites during working time or on Practice terminals or laptops is not permitted and is a breach of Practice rules.

Employees using social networking sites away from work must ensure that, if adding personal news items, they do not include reference to the Practice by name or by photograph, or to any employee, client, customer or any other person or organisation connected with the Practice, 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 Practice 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.

## ***Training policy***

### ***Introduction***

Day to day training is the responsibility of the Practice, which can call on specialised skills and knowledge within the Practice and from external sources for advice on training matters.

### ***Aims***

The aims of the policy are:

- To provide induction training for all new employees, including relevant health and safety information.
- To provide job specific training to all new employees and to existing employees who are changing job within the Practice, including health and safety information.
- To identify the longer-term development needs of those employees with potential to progress beyond their present job and to meet those needs when they are consistent with the needs of the Practice.

### ***Procedures***

The procedures for training are:

- A record will be kept for each employee showing the training received.
- The training records will be monitored on a regular basis and the needs checked.
- All training programmes will be monitored and revised as necessary in order to meet changing business needs.

The Practice 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 two years 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 an 'Agreement to deduct from pay' prior to starting any external course, which authorises the Practice 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 Practice has the right to either lay off without pay other than Statutory Guarantee Pay or to implement shorter working hours. This procedure is in line with your terms and conditions of employment.

The Practice 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 Practice 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 Practice.

## ***Redundancy policy***

If a redundancy situation arises, for whatever reason, the Practice will take whatever steps are reasonable in an effort to avoid compulsory redundancies, e.g.:

- Analyse overtime requirements.
- 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. The Practice 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.

## ***Smoking policy***

It is illegal to smoke in enclosed or substantially enclosed workplaces and the Practice has a policy that prohibits smoking except in the designated outside areas. 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 the Practice whenever they meet customers and suppliers and we would ask that employees' appearance should be smart and businesslike at all times.

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

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