



## Staff Handbook



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## 1. Introduction

This handbook contains important policies and procedures which apply to your employment. It does not form part of your contract and in the event of a conflict between the handbook and your contract, your contract will take precedence. However, you should familiarise yourself with these policies and procedures and should comply with them at all times.

Welcome to the Practice Staff Handbook

Our aim in producing this document was to create a one-stop information point where you would be able to access all the information you are likely to need in relation to your employment with us.

The document gives an overview of the terms and conditions of your employment, and outlines what you can expect from us as your employer. In return we ask you for a high degree of commitment, dedication and loyalty to help us achieve the aims and objectives of the Practice.

We hope you find this a useful guide during your employment with us. However, if you are unable to find the answer to your question here, please feel free to contact a Practice Manager or a Director who will certainly be able to find an answer for you.

Signed: \_\_\_\_\_

Clinical Director

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### **3. Starting with the Practice**

#### **About the Practice**

The Practice was founded in 1993 by Dave Fisher with the main aim to care for Worcestershire's pets

We have grown steadily since then, and currently our main products / services are:

- First opinion veterinary treatment
- Referral services

#### **Your induction**

The Practice believes its employees are its greatest asset and recognises its responsibility to ensure they are afforded appropriate development throughout their employment. This development begins at the Induction stage when a new employee joins.

Our aim is to support and develop employees in their role so that they feel confident to undertake the responsibilities placed upon them and ultimately are able to contribute to the success of the organisation.

#### **Statement of Employment Terms and Conditions**

As an employee of The Practice you will receive a Contract of Employment setting out specific terms and conditions of service as they relate to your post. This includes details of:

- the names of the employer and the employee;
- the date when the employment (and the period of continuous employment) began;
- remuneration and the intervals at which it is to be paid;
- hours of work;
- holiday entitlement;
- entitlement to sick leave, including any entitlement to sick pay;
- pensions and pension schemes;
- the entitlement of employer and employee to notice of termination;
- job title (or a brief job description);

- where it is not permanent, the period for which the employment is expected to continue or, if it is for a fixed term, the date when it is to end.
- either the place of work or, if required to work in more than one location, an indication of this and of the employer's address; and
- details of the existence of any relevant collective agreements which directly affect the terms and conditions of your employment
- details of employment if expected to work outside the UK

Further detailed policies and procedures which may not be mentioned as part of this document, but which still form part of your conditions of employment with us can be accessed through your line manager. This handbook also summarises the main terms of your employment.

The Practice reserves the right to change its terms & conditions and employment policies from time to time. You will be notified at the earliest opportunity of these changes by way of general notice to all employees affected by the change. Where a contractual change in your terms and conditions of employment results in a change to your written statement of particulars of employment, we will give you a written statement of the change at the earliest opportunity.

#### **4. Probationary Periods**

All new staff are subject to a probationary period of 6 months. An initial informal review will take place after 3 months with your line manager, with a formal review after 6 months. Your appointment will be confirmed on satisfactory completion of the 6 month period. During this probationary period you will be given appropriate support and development opportunity to help you reach the required standards. At the discretion of the Practice Manager/Clinical Director an extension of the probationary period may be granted to enable the required standards to be achieved, but failure to do so could result in termination of your employment.

During your probationary period, the employer may terminate your employment with the minimum notice period required by statute (see Section 36. 'Leaving the Company' for further details).

#### **5. Your Attendance at Work**

The Practice values good attendance at work and is committed to improving the general wellbeing of its employees to achieve this. Although we aim to secure regular attendance, we do not expect employees to attend when they are unwell.

## **6. Notification of Absence**

If you are absent due to sickness you must notify your line manager by 7.00am if you are on an early shift or by 10am if you are on a late shift. When reporting absence from work due to sickness, we would appreciate you giving us as much information as possible, including:

- The nature of illness;
- The anticipated length of absence;
- If the absence is expected to be of 7 calendar days or more, you should let us know of any steps you are taking in relation to a GP's appointment;
- Details of any outstanding or urgent work which needs to be dealt with during your absence.

Notification should be made by you personally to your line manager by telephone, unless impossible due to the nature of the illness where you should arrange for someone else to call on your behalf. During prolonged periods of absence, the Practice Manager or Clinical Director should be kept informed of progress and an expected date of return.

If you become ill while at work or feel too unwell to continue working, you are advised to speak with a practice manager indicating that you wish to go home and seek medical advice where appropriate.

You are individually responsible for ensuring you follow the correct certification guidelines – see Appendix 1 for further details

Any employee who has been absent due to sickness and is found not to have been genuinely ill will be subject to disciplinary action, which could include dismissal.

## **7. Sickness and Annual Leave**

If you fall sick whilst on annual leave then annual leave may be reclaimed for days that you are sick provided you comply with the usual rules for reporting sickness absence and certification if applicable.

Alternatively if you wish to take annual leave during a period of sick leave you may be allowed to do so at the discretion of the practice manager or clinical director. To request taking annual leave during sick leave you must confirm in writing to the practice manager/clinical director, the start date and end date of your holiday and the total number of working days you would like to take. If approved, your leave record will be updated accordingly.

## **8. Medical Appointments**

Whilst it is appreciated that medical and dentist appointments are difficult to arrange out of working hours, you should use your best endeavours for such arrangements to be in your own time. Any appointments during your working hours must be authorised in advance and any time away from work will be unpaid. These appointments, as such, are not recorded as sickness unless the appointment requires a whole day's absence.

## **9. Sickness Payments**

Statutory sick pay (SSP) is payable to eligible employees for qualifying days in a period of incapacity for work (PIW). The PIW must be 4 or more consecutive calendar days long. The qualifying days are days that the worker normally works (or which have been agreed to be qualifying days, or Wednesdays if no qualifying days have been agreed). The first three qualifying days are waiting days for which SSP is not payable. SSP is payable from the fourth qualifying day.

As of April 2018 the standard rate of SSP is £92.05 a week. SSP is paid for a maximum of 28 weeks in any one period of incapacity.

Occupational Sick Pay (OSP) is the difference between SSP and your usual weekly salary and its payment remains at the discretion of the Clinical Director.

### **Monitoring of sickness – 12 rolling months**

Ad-hoc sickness absences can cause unexpected pressures on team members and interrupt the service we provide our clients. For this reason all sickness is regularly monitored and the monitoring period is over 12 rolling months.

### **Access to Medical Records**

From time to time it may be appropriate to seek medical advice about your state of health, likely period of absence and any assistance we can offer you. You agree to consent to medical examinations (at the Practices expense) by a doctor nominated by the Practice should we reasonably require. You agree that any report produced in connection with any such examination may be disclosed to the practice manager and clinical director and that we may discuss the contents of the report with the relevant doctor or advisers.

Please see Appendix 1 – Absence Management Policy for further details on all aspects of sickness and absence.



## **10. Third Party Accidents**

If your absence is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party in respect of which damages are or may be recoverable, you shall notify us of that fact and provide us with any details we may reasonably require. You may be required to refund the part of any damages or compensation recovered relating to the loss of earnings as the Practice may reasonably determine, less any costs incurred in connection with the recovery of such damages or compensation, provided that the amount to be refunded shall not exceed the total amount paid to you by way of OSP.

## **11. Compassionate Leave Policy**

Compassionate leave may be granted to staff following the death of an immediate family member, which is defined as spouse or partner, parents, children, siblings, grandparents and grandchildren.

The decision to grant compassionate leave is at the discretion of the practice manager and clinical director.

The practice manager or clinical director must approve any compassionate leave in advance where possible.

## **12. Time-Off in Adverse Weather Conditions Guidelines**

In the event of adverse weather, you should use all reasonable endeavours to attend work but should not take unnecessary risks in relation to your safety. Your safety is our paramount concern.

If you are unable to make it into work then, subject to the practice manager's approval, you would have the choice of taking the day as part of your annual holiday entitlement, making up your hours or taking it as dependants' leave – if appropriate.

If you are unable to come into work due to inclement weather conditions you should notify the practice manager as soon as is reasonably possible. You must also advise if you have any client meetings or urgent work which will need attendance in your absence.

If adverse weather conditions arise during the course of a working day and you feel you need to leave early, please speak to the practice manager who will agree whether the time off should be taken as part of your annual holiday entitlement, whether hours should be made up or taken as dependant's leave – if appropriate.

### **13. Hours of Work**

Your normal hours and working pattern will be specified in your Statement of Terms and Conditions of Employment.

The full-time contracted hours for posts within the organisation differ. A daily unpaid lunch break of a minimum of 30 minutes must be taken if you work more than six hours daily.

The Practice reserves the right to vary your hours and pattern of working, following consultation and agreement with you or without agreement if there is a substantial business reason.

Persistent poor timekeeping means that colleagues are put under pressure to cover your duties. This is not acceptable and will therefore be treated as a potential disciplinary offence under our disciplinary procedures.

### **14. Flexible Working**

Employees who have been continuously employed for a minimum of 26 weeks have a legal right to request to work flexibly and, in line with our previous commitment towards flexible working, it is the Practice policy to recognise this right.

The law does not provide an automatic right to work flexibly as there may be circumstances when the Practice is unable to accommodate the employee's desired work pattern. Prior to making a request we rely on you to think carefully about your desired working pattern and the implications for both you and the Practice when making an application. In return the Practice will follow a specific procedure to ensure that all requests are given full consideration.

#### **Eligibility**

In order to make a request for flexible working you must:

- a. Be an employee (as opposed to an agency or contract worker)
- b. Have worked for the Practice continuously for 26 weeks at the date the application is made

Applications will not be considered if you have made another application to work flexibly during the past 12 months.

#### **Scope of a request**

You will be able to request:

a change to the hours you work  
a change to the times when you are required to work  
to change your place of work

This covers changes to working patterns such as annualised hours, compressed hours, flexitime, home-working, job-sharing, self-rostering, shift working, staggered hours and term-time working.

Applications for a change in working pattern need not always require a significant alteration. For example, a parent may simply wish to start work half an hour later to take their child to school and make up the time later in the day.

### **Procedure**

The procedure will be as follows:

The initial onus will be on you to make a considered application in writing to the clinical director or practice manager.

You will only be able to make one application within a 12-month period and an accepted application will mean a permanent change to your own terms and conditions of employment. Therefore it will be important that, before making an application, you give careful consideration to which working pattern will best suit your needs, and any financial implications it might have on you if the new arrangements involve a drop in salary. Be aware that it can take up to 3 months (or longer if you agree to a longer decision period) to consider a request, so please allow sufficient time before you would like the change to come into effect.

Your application must include the following:

- A statement that this is a statutory request and if and when you have made a previous request to work flexibly
- The date of application, the change to working conditions you are seeking, and when you would like it to come into effect
- Confirmation of eligibility
- What effect, if any, the change may have on the Practice and how you believe this might be dealt with

You should also state if you are making the request in relation to The Equality Act 2010 eg as a reasonable adjustment for a disability.

If it is felt that your request can be granted immediately, then a meeting may not be necessary. We will inform you of this in writing.

Otherwise, we will arrange to meet with you as soon as possible. This will provide us with the opportunity to discuss the request. It will also provide an opportunity to consider other alternative working patterns should there be problems in accommodating the desired work pattern outlined in your application. You may, if you wish, bring a colleague to the meeting.

We will consider your request carefully, looking at the benefits of the requested changes for you and for the Practice, weighed against any adverse business impact.

As soon as possible after the meeting we will write to you to either agree to a new work pattern and a start date; or to provide clear business ground(s) as to why your application cannot be accepted and the reasons why the ground(s) apply in the circumstances. These business reasons may be one or more of the following:

- burden of additional cost
- inability to reorganise work amongst existing staff
- detrimental effect on our ability to meet client demands
- inability to recruit additional staff
- detrimental impact on quality
- detrimental impact on performance
- insufficient work to do during the periods you want to work
- planned structural changes

We will not discriminate unlawfully against you in considering your request. If we need to take further action before notifying you of our final decision we will let you know at this time and try to agree a timescale with you. This may be necessary, for instance, if we cannot agree to your initial request, but a compromise may be possible which we need to discuss with you further.

We may decide to grant your request, or agree to any compromise, subject to a trial period. During the trial period the clinical director or practice manager will review the practicalities of the arrangements. At the end of the trial period the clinical director or practice manager will meet with you to discuss whether the arrangements can be confirmed as permanent or if you should revert to your previous working arrangement. At this stage it may be possible to fine-tune the arrangements to suit all parties, which may include extending the trial period.

Following the end of the trial period we will write to you to inform you of the decision, either to confirm the new work pattern; or to provide clear business ground(s) as to why the new work pattern cannot be accepted and the reasons why the ground(s) apply in the circumstances.

You have no legal right to appeal the decision, but generally we will be happy to consider an appeal if it is made promptly (usually within five working days) Any appeal should be made in writing to the clinical director or practice manager setting out the reasons and grounds for your appeal. The clinical director or practice manager will arrange to meet with you as soon as possible after receiving notice of your appeal, to consider your appeal. You can be accompanied by a colleague at the appeal meeting if you wish. You will be given a final decision in writing as soon as possible after the appeal meeting, giving detailed reasons for the decision. If it is felt that your appeal can be granted immediately, then an appeal meeting may not be necessary.

The decision of the person hearing the appeal will be final.

It is important that you communicate with us about your request and attend meetings to discuss it. If we arrange a meeting to discuss the application including any appeal and you fail to attend both this and a rearranged meeting without a good reason, the clinical director or practice manager have the right to assume that you have withdrawn your request, and will write to you to confirm this fact. This will mean that you cannot make another request for flexible working arrangements for a further year.

## **15. Conflict of Interest**

You should not, directly or indirectly, engage in, or have any interest, financial or otherwise, in any other business enterprise which interferes or is likely to interfere with your independent exercise of judgement in the Practice's best interest.

Generally a conflict of interests exists when an employee is involved in an activity:

- Which provides products or services directly to, or purchase products or services from the Practice.
- Which subjects the employee to unreasonable time demands that prevent the employee from devoting proper attention to his or her responsibilities to the Practice.
- Which is so operated that the employee's involvement with the outside business activity will reflect adversely on the Practice.

Should you be in doubt as to whether an activity involves a conflict, you should discuss the situation with the practice manager or clinical director.

## **16. Standards of Performance and Behaviour at Work**

### **Appearance**

The Practice does not seek to inhibit individual choice in relation to your appearance. However, you are expected to dress appropriately at all times in relation to your role, and to ensure that your personal hygiene and grooming are properly attended to prior to presenting yourself at work.

If we have supplied you with a uniform or other apparel, then you must wear this at all times when required to do so; it is your responsibility to ensure that this is clean and presentable.

If your work brings you into contact with the general public then you must remove all visible piercings with the exception of a single set of earrings (or one single earring), and you must ensure your dress and grooming standards reflect the values of your employer. You will be given and asked to sign a disclaimer re jewellery, which must be adhered to.

If you have any queries about what is appropriate, these should be directed to the practice manager.

### **Practice Premises**

You will be issued with an identity badge and staff door key allowing access to your workplace. This remains the property of the Practice. Loss of your badge or key must be reported immediately to the practice manager.

You must not bring any unauthorised person on to Practice property without prior agreement from your line manager, unless you are authorised to do so as part of your job. In these circumstances you are responsible for ensuring that your visitors are appropriately monitored during their stay, and that they do not access areas or Practice property inappropriately.

You must not remove the Practice's property from the premises unless prior authority from the practice manager has been given.

## **Personal Property**

Any personal property such as jewellery, cash, credit cards, clothes, cars, motorbikes or bicycles etc. left on the Practice's premises is done so entirely at your own risk. You are strongly advised not to leave any valuables unattended, either on our premises, our vehicles or in your own vehicle. The Practice does not accept liability for loss or damage to any personal property whatsoever.

## **Telephones & Correspondence**

Practice telephone / mobile phone or postal facilities must not be used for private purposes without prior permission from the clinical director or practice manager. If, for any reason, personal use is made of these items then arrangements must be made to pay the cost price of all services used. Abuse of these facilities will be considered a potential disciplinary matter.

## **Customer Relations**

The company's success is built upon its relationship with its customers. You should, therefore, be courteous and pleasant to customers and other members of the public at all times. Rudeness or off-hand treatment of customers will not be tolerated, however badly the customer may have behaved. If the relationship between yourself and a customer is deteriorating you should immediately seek the help of your line manager or practice manager.

## **Smoking and Other Substances at Work**

Legislation now exist which makes it illegal to smoke in enclosed public spaces. Smoking is therefore strictly prohibited on all Practice premises (including entrances and exits) and vehicles. This includes the use of e-cigarettes and vaping devices.

Bringing alcohol or any unlawful drugs to the workplace, and / or imbibing them there is strictly prohibited both during work time or during a period prior to work where the effects carry over to the workplace. Any such instances will be dealt with under the disciplinary procedure and may lead to your summary dismissal.

## **Other Employment**

**You are expected to devote the whole of your time and attention during working hours to our business.** If you propose taking up employment with an employer or pursuing separate business interests or any similar venture, you must discuss the proposal with the practice manager and clinical director in order to

establish the likely impact of these activities on both yourself and the Practice. You will be asked to give full details of the proposal and consideration will be given to:

- a. Working hours;
- b. Competition, reputation and credibility;
- c. Conflict of Interest;
- d. Health, safety and welfare.

You will be notified in writing of the decision, which may be a refusal of request. If you work without consent this could result in the termination of your employment.

## **Confidentiality**

It is a condition of your employment that you have a duty of confidentiality with regards to the Practice.

During the course of your employment you may find yourself in possession of sensitive information, the disclosure of which could be construed as a breach of confidentiality. It is a condition of your employment that you have a duty of confidentiality to the Practice, and you must not discuss any sensitive or confidential matter whatsoever with any outside organisation including the media.

Any such breach of confidentiality would be deemed as gross misconduct except as otherwise provided or as permitted by any current legislation (e.g. the UK Public Interest Disclosure Act 1998) and could lead to your dismissal.

## **17. Internet, Email Policy and social media policy**

This section should be read in conjunction with our data protection policy which sets out the basis for processing data including emails, CCTV images and other personal data. You must comply with the data protection policy at all times.

### **Blogging and Social Networking Sites**

- The viewing of or contribution to blogs, content sharing and social networking sites including, but not limited to, “Facebook”, “Instagram”, “Snapchat” and “YouTube” using the Practice’s communications systems is prohibited. Access to the most prominent of such sites has been blocked on the Practice’s communications systems. The Practice recognises that there may be other sites of this type of which it is not aware and therefore are not blocked. Users are reminded that despite any accessibility of such websites, the visiting of them is nonetheless



prohibited.

- The Practice recognises that in their private time Users may wish to publish content on the internet through a variety of means. Even outside of work Users must adhere to this policy when creating, modifying or contributing to websites.
- If a User makes any posting, contribution or creation or publishes any other content which identifies or could identify the User as an employee, contractor, agent or other member or associate of the Practice, or in which the User discusses his/her work or experiences relating to the Practice, the User must at all times ensure that his/her conduct is appropriate and consistent with their contract of employment and the corporate image of the Practice, and should bear in mind that the User as an employee owes a duty of fidelity to the Practice.
- If a User is unsure as to the appropriateness of a posting or other content published by him/her, they should speak to the practice manager or a director at the earliest opportunity to seek clarification.
- If, in any contribution or posting which identifies or could identify the User as an employee, agent or other affiliate of the Practice, the User expresses an idea or opinion he/she should include a disclaimer which clearly states that the opinion or idea expressed is that of the User and does not represent that of the Practice.
- Use of Blogging and Social Networking sites in a way that breaches the duty of fidelity that the employee owes to the Practice, even in the employee's private time, may result in dismissal for gross misconduct.
- You must not post or share pictures taken at work on any social media site, including but not limited to Facebook, Instagram, Snapchat and WhatsApp without prior written consent the Practice Manager and/or Clinical Director.

The purpose of this policy is to ensure the proper use of the Practice's email and Internet systems. Please make sure you are familiar with and adhere to the following policy.

This Policy applies to the use of:

All internet and email facilities, multi-user computers, workstations and any networks connecting them provided by the Practice.

All hardware owned, leased, rented or otherwise provided by a member of staff and connected to or otherwise accessing firm networks or other facilities

Note: Hardware owned, leased, rented or otherwise provided by you may be directly connected only by arrangement with, and with the explicit approval of, the practice manager or the clinical director.

### **Usage of email and Internet**

During normal contractual working hours the Internet and email facilities must only be used in connection with your duties for which the Practice employs you.

Personal use of email or the Internet is only permitted outside your normal contractual working hours or during your lunch breaks.

During your normal contractual working hours you must only access work related websites.

During your normal contractual working hours you must not access hotmail, yahoo or other free or subscription service email accounts

Any use of the Internet and email facilities must be in accordance with this Policy and any personal use must not disrupt your duties or the duties of others. Abuse of this policy and/or excessive personal use of the email and/or Internet facilities will be treated as misconduct and dealt with through the disciplinary procedure.

- You must use a Practice email account when communicating on matters of practice business by email
- You must not forward business emails to a personal email account, unless such emails are only about you and contain no personal data about any other individual.
- You must use your practice email address to register or create accounts on external websites that will be used primarily for practice business
- You must not use a practice email address to register or create accounts on external websites for personal use (for example Amazon).

The Internet and email facilities must be used in a responsible manner - in particular you must not:

- Create, store, transmit or cause to be transmitted offensive obscene or indecent material or material which is designed or likely to cause annoyance, inconvenience, anxiety or offence, including in particular, material containing offensive comments or images about race, gender, age, sexual orientation, pornography, religious or political beliefs, national origin or disability. For the purpose of this policy, the word 'material' includes attachments to emails.
- Create, transmit or cause to be transmitted defamatory material.

- Create, transmit or cause to be transmitted material such that the copyright of another person is infringed.
- Create, transmit or cause to be transmitted 'spam' emails (i.e. junk, marketing or unsolicited emails and chain mails sent to a large recipient list).
- Join any mailing groups or lists which will cause email to be sent to your work email address without the consent of the practice manager.
- Register yourself on any websites without the consent of the Practice manager even if it is your intent only to access such website outside your normal contractual working hours.
- Download any files unless virus scanned.
- Create, knowingly transmit or forward viruses.
- Use networked computing equipment for playing networked computer games.
- Gain deliberate unauthorised access to facilities or services accessible via local or national networks.
- Transmit by email any confidential information of the Practice other than in the normal course of your duties.
- Send any message internally or externally which is abusive, humiliating, hostile or intimidating.
- Gain unauthorised access to or violate the privacy of other people's files, corrupt or destroy other people's data or disrupt the work of other people.
- Disclose passwords to third parties without the consent of the Practice.

You must:

- Observe this policy at all times and note the disciplinary consequences of non-compliance which in the case of a gross breach or repeated breach of the Policy, may lead to dismissal.
- Immediately delete any offensive, obscene or indecent emails including in particular material containing offensive comments about race, gender, age, sexual orientation, pornography, religious or political beliefs, national origin or disability from the system to prevent accidental disclosure that may cause offence, anxiety or annoyance to another. Storage of such emails will be treated as misconduct and dealt with through the disciplinary procedure.
- Produce and write email with the care normally given to any form of written communication.

- Ensure you use the Practice’s standard email sign off and disclaimer for all external email, if one is provided.
- Ensure that arrangements are in place for your mailbox to be checked for business correspondence in your absence from work. See the section on Privacy below.
- Ensure you clearly identify any personal emails as private by the use of the sensitivity option in “Options” within outlook or including the wording “personal” or similar in the subject line.
- Ensure that any personal email makes clear to the recipient that it does not represent the views and opinions of the firm.
- Appreciate that electronic mail is relatively insecure and consider client’s security needs and confidentiality requirement before any transmission.
- Use only practice-approved services for storing data and sharing files
- Only connect devices to the practice network if approved in advance by the practice manager or clinical director
- Ensure that any device used to access practice email or other data is, as a minimum, password protected, and ideally have two step protection
- Keep passwords private and protected. You must not share passwords with anyone, nor use any feature which saves or remembers your passwords, without the express permission of the practice manager or clinical director
- Take appropriate care to protect from loss or theft any device (whether or not it belongs to the practice, which is used to access practice systems or information
- Ensure that no-one other than a member of practice staff is able to use your practice device, or access practice information or systems on your personal devices

## **Monitoring**

The Practice will monitor and record your communications by email and Internet for the purpose of:

- Establishing the existence of facts
- Ascertaining compliance with regulatory or self-regulatory practices or procedures

- Ascertaining or demonstrating standards which ought to be achieved by persons using the system (for example, quality control)
- Preventing and detecting crime
- Investigating or detecting unauthorised use of the system
- Ensuring the effective operation of the system

The Practice will notify you from time to time as to the extent and nature of monitoring which is carried out.

## **Privacy**

You must have no expectation of privacy for any emails that you send, receive or store on the Practice's system.

If you are likely to receive personal emails on the Practice's system, you should create a 'private' sub-folder within your mailbox to deal with the receipt of such emails.

You must not read emails received by another member of staffs 'private' folder or emails that are marked as personal, to do so will be treated as misconduct and dealt with through the disciplinary procedure.

Emails in a 'private' folder will be retained by the Practice on the Practice's server and consequently, may be monitored as set out above. You should delete personal emails once read if you do not wish them to be accessed by the Practice.

Emails in a 'private' folder must not contain offensive obscene or indecent material or material which is likely to cause offence, including offensive comments or images about race, gender, age, sexual orientation, pornography, religious or political beliefs, national origin or disability

The Practice retains backed up copies of all communications including those that have been deleted or stored in a 'private' folder.

There are risks involved in the use of email and any breach of the Policy codes in the areas of defamation, harassment or discrimination through offensive email and/or Internet material will be treated as misconduct and dealt with through the disciplinary procedure.

## **Monitoring of Personnel**

The practice manager and clinical director reserve the right to monitor and record activity at the practice by CCTV and/ or the recording of telephone calls into and out of the practice. Telephone calls made and received on the company's telephone network and mobiles may routinely be monitored to assess employee performance, to ensure customer satisfaction and to check that the use of the telephone system or company mobile telephone is not being abused.

You should have no expectation of privacy whilst performing your duties at work.

We reserve the right to use any evidence obtained in this manner in any disciplinary issue.

## **18. Receipt of Gifts**

Your working relationships may bring you into contact with outside organisations where it is normal business practice or social convention to offer hospitality, and sometimes gifts. Offers of this kind to you or your family can place you in a difficult position. Therefore no employee or any member of his or her immediate family should accept from a supplier, customer or other person doing business with the Practice, payments of money under any circumstances, or special considerations, such as discounts or gifts of materials, equipment, services, facilities or anything else of value unless:

- They are in each instance of a very minor nature usually associated with accepted business practice.
- They do not improperly interfere with your independence of judgement or action in the performance of your employment.

In every circumstance where a gift is offered, the advice of the clinical director or practice manager must be sought.

## **19. Bribery and other Corrupt Behaviour**

The Practice has a strict anti-bribery and corruption policy in line with the Bribery Act (2010). A bribe is defined as: giving someone a financial or other advantage to encourage that person to perform their functions or activities improperly or to reward that person for having already done so.

If you bribe (or attempt to bribe) another person, intending either to obtain or retain business for the Practice, or to obtain or retain an advantage in the conduct of the Practice's business this will be considered gross misconduct. Similarly accepting or allowing another person to accept a bribe will be considered gross misconduct. In these circumstances you will be subject to formal investigation under the Practices' disciplinary procedures, and disciplinary action up to and including dismissal may be applied.

## **20. Data Protection and Access to Information**

Please see full Data Protection Policy in Appendix 2 at the end of the handbook.

## **21. Changes in Personal Information for Employment Purposes**

It is important that our records are correct, as inaccurate or out of date information may affect your salary or cause difficulties in situations where contact is required for emergencies.

You must notify the Practice manager immediately of all changes in the following personal information:

- Name
- Home address
- Telephone number
- Bank account details
- Examinations passed/qualifications gained
- Emergency contact
- Driving licence penalties (if you are required to drive on the Practice's business)
- Criminal charge, caution or conviction
- Conflict, or potential conflict of interest

## **22. Equal Opportunities & Dignity at Work -The Equality Act 2010**

### **Aims of Policy**

The Practice is wholly committed to providing equal opportunities in employment. This policy has been drawn from the legislative framework.

### **The scope of this Policy**

There are two clear requirements set out in legislation in relation to discrimination and this policy places two distinct requirements on you:

- Not to discriminate against, without lawful cause, nor victimise or harass any person, in the course of your professional duties.
- The Practice will employ its best endeavours to make reasonable adjustments to prevent its managers, employees or clients who are disabled from being at a disadvantage in comparison with those who are not disabled.

### **What is Discrimination?**

Discrimination occurs when one person is treated less favourably than another is treated, or would be treated, in the same or similar circumstances without legitimate reason.

The grounds upon which a person must not be discriminated against are:

- Age
- Disability
- Gender reassignment
- Marriage and civil partnership
- Pregnancy and maternity
- Race
- Religion or belief
- Sex
- Sexual orientation

Together these are known as Protected Characteristics. No employee or prospective employee will be discriminated against because of them being perceived to possess Protected Characteristics or because of them being associated with another who possesses Protected Characteristics.

It is worth bearing in mind that:

Discrimination on the grounds of race or racial group includes:

- discrimination on the basis of colour, nationality and national or ethnic origin;

Sex discrimination includes discrimination against:

- a married person on the grounds of their marital status;
- a person who is about to undergo, is undergoing or has undergone gender reassignment;
- a woman on the grounds of pregnancy or maternity; and
- a man on the grounds of paternity;

Sexual orientation applies equally to those who are heterosexual as it does to those who are lesbian, gay or bisexual; discrimination based on sexual orientation includes discrimination against a person because they are in a civil partnership; it should also be noted that discrimination can be on the grounds of perceived sexual orientation as well as actual sexual orientation;

Disability is widely defined and includes stress related illnesses, progressive illnesses (such as HIV and cancer) from the time of diagnosis, illnesses which would be substantial if not controlled by drugs (such as insulin-dependent diabetes) and conditions such as learning disabilities or dyslexia which restrict a person's ability to interact or communicate;



Religion or belief includes philosophical beliefs similar to a religion (for example humanism); and

Age means any age, not just old age and can include discrimination based on the age of others, e.g. a person's spouse. It should also be noted that discrimination can be on the grounds of perceived age as well as actual age.

### **Forms of Discrimination**

Discrimination can take a variety of forms including direct discrimination, indirect discrimination, harassment, victimisation, less favourable treatment and failure to make an adjustment.

**Direct discrimination** occurs where one person treats another less favourably by reason of:

- race or racial group (including colour, nationality and ethnic or national origins);
- their sex (including marital status, gender reassignment, pregnancy, maternity and paternity);
- sexual orientation (including their civil partnership status);
- religion or belief;
- age; or
- disability,
- and, in respect of age discrimination only, it cannot be shown that the treatment in question was justified.

To treat a person less favourably for other reasons, for example because they have not performed adequately, will not generally be regarded as discrimination amounting to professional misconduct unless the true reason for the treatment is, or includes, one of the matters referred to above.

**Indirect discrimination** occurs where a provision, criterion, practice, requirement or condition (as appropriate) which is applied to everyone, has the effect of placing at a disadvantage a particular person, or group of people, by reason of:

- race or racial group (including colour, nationality and ethnic or national origins);
- sex (including marital status, gender reassignment, pregnancy, maternity and paternity);
- sexual orientation (including civil partnership status);

- religion or belief; and
- age,

and it cannot be shown that to apply that provision, criterion, practice, requirement or condition in that way is a proportionate means for achieving a legitimate aim.

The provisions relating to indirect discrimination are not applicable to discrimination on the grounds of disability.

Indirect discrimination can occur whether or not the person applying the provision, criterion, practice, requirement or condition intended to discriminate against the person or group of people affected.

Less favourable treatment, as used in relation to disability discrimination, occurs when a person with a disability is treated in a detrimental way in circumstances when a person without that disability would not be so treated.

Failure to make reasonable adjustment is another concept used in relation to disability discrimination. Where appropriate the Practice will take such steps (adjustments) as are reasonable in all the circumstances to ensure that employment arrangements, arrangements, do not put at a substantial disadvantage a person with a disability when compared with a person without that disability, without justification.

The following points are borne in mind when making a reasonable adjustment:

- the duty to make the adjustment stands alone and requires no other form of less favourable treatment or intention to discriminate;
- the duty is a positive one - it requires that active steps are taken to ensure that a person with a disability can access employment opportunities or services as if they did not have that disability;
- the cost of making the adjustment is one which must be absorbed by us the employer, where it is reasonable to do so, and not passed on to the disabled client by way of a disbursement, additional charge or less comprehensive service;
- the duty is to make a reasonable adjustment - if the adjustment is not reasonable then the firm may not be under a duty to make it;
- the fact that the cost of the adjustment exceeds the charges or profits from the matter in question does not of itself make the adjustment unreasonable. A more relevant factor is the resources of the practice;

- an adjustment does not have to be a physical adjustment - it may simply be a change to working practices such as visiting a client at home if they are unable to access your premises; and
- an adjustment is not always a one-off action - it may need to be made on numerous occasions, for example employing the services of a British Sign Language Interpreter when meeting a client with profound hearing loss.

## **Objectives of this Policy**

The Equal Opportunities and Dignity at Work Policy will add value to our present and future success by:

- Providing a diverse workforce which reflects the diversity of our customers;
- Investing in all available talent to increase our ability to attract and retain the highest calibre employees and retain our market position;
- Continue contributing to the success of the business through creativity and improvement.

## **Dignity at Work**

The Practice is wholly committed to providing a working environment where each person can express their views and opinions, feel they are listened to and are treated fairly and equally.

You should not engage in any behaviour or conduct which may be interpreted by harassment or victimisation of another person at work.

Harassment occurs when one person subjects another to "unwanted conduct that has the purpose or effect ... of creating an intimidating, hostile, degrading, humiliating or offensive environment" in other words threatening, abusive or insulting behaviour, words or actions which violate the other person's dignity or create a humiliating, intimidating or hostile environment. Harassment may involve physical acts or verbal and non-verbal communications and gestures. Harassment can also occur where it has the defined effect upon the victim, notwithstanding the harasser's intention - it is the effect which the harassment has upon the victim that is important. For example, remarks made humorously or without malicious intent can still constitute harassment if that is the effect which they had upon the person being harassed.

Victimisation occurs when a person is treated less favourably because he or she:

- has asserted a right not to be discriminated against on one of the prohibited grounds set out above;

- has assisted another to assert a right not to be discriminated against on one of the prohibited grounds set out above; or
- has given evidence in a tribunal or court relating to the assertion of such a right.

The protection applies only to assertions made in good faith.

It goes without saying that we all must uphold these values and any disregard for them will be dealt with immediately.

## **Redress**

If you believe you are suffering from any kind of discrimination or harassment or unwanted conduct by another member of staff or third party associated with the Practice, you are, in the first instance advised to try to resolve the problem informally with the other person.

If this is not appropriate or has not been successful, you are strongly encouraged to seek assistance from the practice manager to reach an amicable resolution.

In the event this does not resolve the issue you may raise a grievance in accordance with the procedure in this Handbook. All such grievances will be dealt with sensitively and in confidence as far as is possible to progress the complaint.

You should also keep a written record detailing the incidents of harassment and any requests made to the harasser to stop. This written record should be made as soon as possible after the events giving rise to concern and should include dates, times, places and the circumstances of what happened.

## **23. Whistleblowing (Disclosure under the Public Interest Disclosure Act 1998)**

The Public Interest Disclosure Act 1998 came into effect in 1999 and gives legal protection to employees against being dismissed or penalised by their employer as a result of disclosing certain serious concerns.

The purpose of this policy is to set out the procedure to be followed by a member of staff who has genuine concerns about misconduct or malpractice of which they become aware of and, to enable them to report those concerns confidentially with the assurance that they will be supported and protected from reprisals.

The Practice will treat any such reports seriously and will always act upon them without undue delay. There should be reasonable grounds for suspicion, even if absolute proof is not available.

This policy applies to all employees, including full-time, part-time, temporary, and fixed term staff.

A member of staff, who makes a disclosure in good faith, is protected against adverse employment actions (discharge, demotion, suspension, harassment or other forms of discrimination) even if it is not confirmed after investigation. Employees who participate or assist in an investigation of a whistleblowing investigation will also be protected. However, if a member of staff makes a report which is malicious, mischievous or for personal gain may be subject to disciplinary action which could result in dismissal.

### **What should be reported**

It is emphasised that this policy is intended to assist members of staff who believe they have discovered malpractice or impropriety. This policy is intended to cover concerns which are in the public interest and may at least initially be investigated separately but might then lead to the invocation of other procedures, for example the disciplinary procedure. The Practice would expect its staff to report their concerns to internally and these concerns could include:

- Criminal offences;
- Failure to comply with financial and legal obligations;
- Miscarriages of justice;
- Actions that could cause dangers to the health and safety of staff, clients and the general public;
- Actions that could cause danger or damage to the environment;
- Serious non-professional or unethical behaviour;
- The concealment of any of the above.

### **Confidentiality**

The Practice will treat all such disclosures in a confidential and sensitive manner. The identity of the individual making the allegation will be kept confidential as long as it does not hinder or frustrate any investigation. However the investigation may reveal the source of the information and the individual making the disclosure may need to provide a statement as part of the evidence required.

### **How should reports be made**

If you make a disclosure you are encouraged to raise your concerns with one of those persons noted below who you feel most comfortable talking to. They will assist you to convert your concern to writing and it is at this point that you are protected by law.

- Any of the team leaders, the practice manager or clinical director

### **Investigating Disclosures**

Complaints of malpractice will be investigated by the appropriate person. If there is evidence of criminal activity then the investigation may be referred to the police.

Due to the varied nature of such disclosures, it is not possible to prescribe timescales for such investigations. The investigating member of staff will ensure that the investigations are undertaken as quickly as possible without affecting the quality or depth of those investigations.

An investigation may include internal reviews, reviews by external auditors or some other external body. Once an investigation is complete, the whistleblowing member of staff will be informed of the results of the investigation as well as any corrective steps that are being taken, as long as it breaches no professional or ethical rules to do so.

If the whistleblowing member of staff is not satisfied that their concern has been dealt with properly, they have the right to raise this, in confidence with the clinical director or practice manager

### **Disciplinary Action**

If a claim of malpractice or misconduct is sustained, appropriate disciplinary action may be taken against the responsible individual(s) up to and including termination of employment.

Any retaliation or victimisation against the whistleblower will also result in disciplinary action up to and including termination of employment.

The malicious use of the whistleblowing policy will also result in disciplinary action against the whistleblowing complainant, up to and including termination of employment.

### **Regulatory Disclosures**

Whilst internal disclosure is encouraged at all times, a member of staff may be of the view that there is an exceptionally serious issue which warrants reporting to an external body. The legislation makes provision for reports to be made directly to a prescribed regulatory body. The outcome of the internal investigation could necessitate a report to the regulator.

Any report made directly to a regulator must meet the same tests as an internal disclosure ie must be made in good faith, even if it is not confirmed after investigation, and must not be made maliciously, mischievously or for personal gain.

It is important to note that this policy must not to be used by staff wishing to raise matters about their individual treatment in the Practice. The Grievance Policy section of the Staff Handbook sets out the procedures to be followed in those situations. If you have queries or concerns regarding which policy to enact please see the practice manager

## **24. Pay, Benefits & Pensions**

### **Salary Arrangements**

Your salary will be paid monthly in arrears on the 28th of each month by direct credit transfer to your designated bank account.

Your basic pay was outlined in your letter of appointment / statement of terms and conditions. Any subsequent amendments to your basic pay will be notified to you in writing by the Practice.

Part-time employees will be paid on a pro rata basis based on the hours they work. In all other aspects, their salaries will be paid in accordance with the pay arrangements for full-time employees of the Practice.

If any queries arise with regard to pay, or if it looks as if a mistake has been made, speak to the practice manager immediately so that they can take appropriate action. Unless agreed otherwise, any pay errors, whether of over or underpayment, will be rectified in the next salary payment.

Appropriate deductions will be made from pay including income tax and National Insurance contributions (NICs), which are subject to each employee's earning level, family status and the number of hours worked.

### **Overtime**

Overtime is defined as all hours worked in excess of your full time contracted hours against your designated post, which has the prior explicit approval of the clinical director.

Overtime is payable to posts which have been specifically designated as qualifying for overtime payment

## **Income Tax**

If there are any changes in your personal circumstances which will affect your tax status, you should notify the Inland Revenue, who will automatically inform the Practice of any changes to your tax code. Addresses of local offices and enquiry centres can be found here:

<http://www.inlandrevenue.gov.uk/menus/officesmenu.htm>

## **Business Travel**

You will be reimbursed for any expenditure necessarily incurred in order to do your job when working away from your normal place of work. Public Transport and accommodation costs will be reimbursed at actual cost – appropriate receipts must accompany all claims.

## **Pension Scheme**

The Company will comply with its statutory employer pension duties in accordance with Part 1 of the Pensions Act 2008. (Further information about pensions will be given to you on joining.)

Please note that no member of the Practice can advise you on whether you should join or not. If you are unsure, you should seek independent financial advice.

## **25. Annual Leave**

Employees of the Practice whether part-time or full-time are entitled to a minimum 5.6 weeks paid annual leave, which includes Bank Holidays. A week's leave allows you to be away from work for a week – that is the same amount of time as your working week, up to a maximum of five days per week. For example, if you do a five-day week, you are entitled to 28 days leave per year, if you do a four-day week the entitlement is 22.4 days leave etc. The practice manager will let you know your annual leave entitlement for the current leave year. The bank/public holidays are: New Year's Day, Good Friday, Easter Monday, the first Monday in May, the last Monday in May, the last Monday in August, Christmas Day and Boxing Day, or such other days as may be substituted. You may be required to work a share of Bank Holidays, whether or not they fall on your normal working day. If you do, you will be entitled to equivalent time off in lieu.

Part-time employees are entitled to pro-rata holidays.

Holidays must be agreed with the practice manager as soon as possible but at least one month prior to the requested date(s) to be taken. The Practice will where



possible try to accommodate individual preferences for holiday dates but the needs of the business may have to take precedence, particularly where short or inadequate notice is given. You must request leave at least one month before it is required.

The holiday year runs from your personal birthday to the day before your next birthday.

Leave for employees joining after the start of the leave year accrues at the rate of one twelfth of the annual entitlement for each complete calendar month of service.

Leave for employees who terminate their employment during the leave year is calculated on the same basis. If, however, the annual leave entitlement has been exceeded, a deduction calculated on the same basis will be deducted from the final salary payment.

Holiday pay in lieu of accrued leave will be paid only on termination of employment and will normally be subject to a maximum of 10 working days.

In order to administer a fair and consistent policy and ensure adequate staffing levels within the Practice throughout the year, the following applies: -

- Unless agreed in advance and in writing by the clinical director or practice manager, no more than 10 days may be taken consecutively during your employment with the Practice;
- In the interest of 'best practice' and good health and safety, the Practice encourages you to use your full holiday entitlement each holiday year.
- Holiday cannot be carried forward to the following year.
- The practice manager must approve any holiday in advance and will always consider work and staffing levels before agreeing each request. Please provide at least one months notice.
- A maximum number of staff may have holiday at the same time. The Practice manager holds details although you should be aware that these provisions may vary in line with Practice needs.

For part-time staff, eligibility is as above, but annual holiday and public holiday entitlement is pro rata according to the number of hours worked.

### **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 or flights etc with tour operators, travel agents, hotels or passenger carriers, etc., until your holiday request has been authorised by the Practice Manager.

## **26. Maternity Leave and Pay Policy**

### **Introduction**

It is the policy of the Practice to ensure that, as far as possible, employees are able to combine their career and family responsibilities. The Practice recognises that parenthood brings additional responsibilities. The Practice values the contributions of our female staff and every effort is made to encourage women to return to work from Maternity Leave.

This Maternity Policy sets out the statutory rights and responsibilities of employees who are pregnant or have recently given birth. The Practice implements the maternity rights set down in legislation.

The following abbreviations are used in this Maternity Policy:

- EWC – Expected Week of Childbirth, means the week starting on a Sunday, in which the employee's doctor or midwife expects her to give birth.
- QW – Qualifying Week means the 15<sup>th</sup> week before the EWC.

### **Time off for Antenatal Care**

Once an employee has advised the clinical director or practice manager that she is pregnant, she is entitled to take reasonable paid time off to attend antenatal appointments made on the advice of her doctor, midwife or health visitor. Antenatal care may include relaxation and parentcraft classes.

This right applies irrespective of length of service.

### **Right to time off for antenatal appointments**

From 1<sup>st</sup> October 2014 the husband, civil partner or partner of the pregnant women has the right to unpaid time off to attend up to 2 ante-natal appointments.

Intended parents in a surrogacy case who meet the conditions set out under the Human Embryology and Fertilisation Act 2008 will also have the right to unpaid leave to attend up to two antenatal appointments.

### **Notification of Pregnancy**

On becoming pregnant, an employee should notify the clinical director or practice manager as soon as she feels able to do so. This is important because there are health and safety considerations for the employee and the Company.

By the end of the Qualifying Week, or as soon as reasonably practicable afterwards, the employee is required to provide the following information in writing to the Practice

- that she is pregnant;
- her EWC;
- the date on which she intends to start her maternity leave. This can normally be any date which is no earlier than the beginning of the 11<sup>th</sup> week before the EWC

The employee must also provide the clinical director or practice manager with a MAT B1 form. The form must have either the doctor's name and address or the midwife's name and registration number on it. The MAT B1 form confirms the employee's EWC.

The employee is permitted to bring forward her maternity leave start date, provided she advises the clinical director or practice manager in writing at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable. The employee may also postpone her maternity leave start date, provided she advises the clinical director or practice manager in writing at least 28 days before the original proposed start date or, if that is not possible, as soon as reasonably practicable.

The Practice will formally respond in writing to the employee's notification of her leave plans within 28 days, confirming the date on which she is expected to return to work if she takes her full 52-week entitlement to maternity leave.

### **Maternity Leave Period – Ordinary Maternity Leave**

All pregnant employees are entitled to a maximum of 26 weeks' Ordinary Maternity Leave ("OML") and 26 weeks' Additional Maternity Leave ("AML"), making a total of 52 weeks..

Maternity leave should normally commence no earlier than 11 weeks before the EWC, unless the child is born prematurely before that date.

Maternity leave will start on whichever date is the earliest of:

- The employee's chosen start date;
- The day after the employee gives birth; or
- The day after any day on which the employee is absent for a pregnancy-related reason in the four weeks before the EWC.

The employee will still be eligible for leave or pay if the baby

- is stillborn after the start of the 24<sup>th</sup> week of pregnancy
- dies after being born

The law obliges all employees to take a minimum of two weeks' compulsory maternity leave immediately after the birth of the child.

## **Rights during OML Period**

The employee will continue to benefit from all of the rights conferred by her Terms and Conditions of Employment, except for the right to remuneration.

The whole period of absence for OML counts for seniority and pension purposes.

Staff on Maternity Leave will usually remain on circulation lists for internal memoranda and other documents and will be included in invitations to work-related social events as though they were still at work. Where the employee has executive/managerial/supervisory responsibilities we will try to ensure that she is given the opportunity for consultation about such decisions taken in her absence.

## **Right to return to work following OML**

The employee will be entitled to return to the job in which she was employed before her absence on terms and conditions not less favourable than those which would have applied if she had not been absent.

## **Additional Maternity Leave**

The employee is also entitled to Additional Maternity Leave (“AML”).

AML allows the employee up to a further 26 weeks’ maternity leave after the end of OML. AML must run immediately and continuously from the end of OML.

The whole period of absence for AML counts for seniority and pension purposes.

The employee’s contract of employment continues to subsist throughout the period of AML, and the employee will benefit from all of the rights conferred by her Terms and Conditions of Employment, except for the right to remuneration.

## **Right to return to Work after AML**

The employee is entitled to return after AML to the same job or, if it is not reasonably practicable, to a suitable alternative role. The terms and conditions of such employment will be no less favourable than would have applied if she had not been absent.

The employee is required to give no notice of her intention to return if she returns at the end of the 26-week period of AML but must give 8 weeks’ notice of an intention to return early. This notice should be given in writing. If the employee fails to give the requisite notice, we reserve the right to postpone her return so as to obtain a maximum of 8 weeks’ notice.

Throughout both OML and AML, the employee:

- Retains the right to notice, right to redundancy pay, access to disciplinary and grievance procedures and the employer’s implied obligation of trust and confidence; and

- Remains bound by the implied obligation of good faith and any express terms about termination, disclosure of confidential information, acceptance of gifts and her participation in any business.

### **Holiday during maternity leave**

As stated above, the employee's contract of employment remains in force during OML and AML for all purposes except remuneration. Therefore, both statutory and contractual annual holiday entitlement continue to accrue in the normal way during maternity leave.

Prior to the commencement of maternity leave, the clinical director or practice manager will discuss the timing of the employee's holiday in relation to her forthcoming maternity leave.

The Practice may:

- require the employee to use all her outstanding holiday entitlement before starting maternity leave; or
- agree that the employee may carry the holiday forward and take it on her return to work after maternity leave; or
- pay the employee for any outstanding holiday entitlement as if the employee were leaving the Practice. This applies to holiday entitlement in excess of the statutory minimum.

On the employee's return to work during the next holiday year, the employee will be able to take her full annual leave entitlement in the usual way in accordance with Practice's annual leave policy.

### **Work and Contact during Maternity Leave**

The Practice reserves the right to keep in reasonable contact with the employee during her Maternity Leave. This may be to discuss the employee's plans for return to work or to update her on developments at work during her absence.

Except during the first two weeks after childbirth, the employee can agree to work for the Practice (or attend training) during her Maternity Leave on a "keeping-in-touch" ("KIT") day without bringing her Maternity Leave to an end or losing her SMP. The employee may work up to a total of 10 KIT days during her Maternity Leave.

During the Maternity Leave period, the Practice has no right to require the employee to carry out any work and the employee does not have the right to undertake any work.

Work undertaken on a KIT day may include training or other events and is not limited to the normal job performed by the employee.

If the employee wishes to work on a KIT day this must be agreed with us.

Before working on a KIT day, the amount of pay that the employee will receive for

working on that day must be agreed, as must the weekly pay for a week during which the employee works on a KIT day. Payment cannot be lower than the weekly rate of SMP to which the employee is entitled.

Any amount of work done on a KIT day counts as a full KIT day, even if, for example, the employee only attends a meeting for one hour.

The total Maternity Leave period will be unaffected whether the employee works on a KIT day or not.

Once the KIT days have been used up, the employee will lose a week's SMP for any week in which she agrees to work for the organisation.

### **Statutory Maternity Pay**

An employee will be entitled to SMP if she fulfils the following criteria:

- She is still pregnant 11 weeks before the start of the EWC, or has already given birth;
- She has given 28 days' notice of her maternity leave (unless with good reason);
- She has provided medical evidence with a form (MATB1);
- She has been employed continuously for 26 weeks up to and including her Qualifying Week (the 15<sup>th</sup> week before the EWC); and
- Her average weekly earnings are at least equal to the lower earnings limit for National Insurance (NI) purposes in the relevant period.

Eligible employees will be entitled to SMP for a period of 39 weeks at the following rate:

- For the first 6 weeks, at the rate of 90 percent of normal weekly earnings; and
- For the remaining 33 weeks, either 90 percent of normal weekly earnings or the standard rate of SMP, whichever of these is lower. SMP is paid at a rate set by the Government for the relevant tax year.

Employees who are not eligible for SMP may be entitled to claim Maternity Allowance (MA), which is payable directly by the Government. An employee who is not entitled to SMP will be given a form SMP1 to allow her to make a claim for MA.

Payment of SMP cannot start prior to the 11<sup>th</sup> week before the employee's EWC.

### **Returning to Work**

Before going on maternity leave, the Practice will have advised the employee of the date on which she is expected to return to work if she takes her full entitlement to OML and AML. The employee is expected to return on that date unless she advises the Practice otherwise.

If the employee wishes to return to work earlier than the expected return date, she must give the Practice at least eight weeks' notice of her date of early return.

If the employee decides not to return to work after maternity leave, she must give notice of resignation in accordance with the terms of her contract.

### **Post-Maternity Leave**

An employee who worked full time before going on maternity leave has no automatic right to return to work on a part time or other flexible basis.

The opportunities for flexible working will depend on the needs of the business at the time.

If an employee wishes to be considered for part time or other flexible working arrangement, she should write to her line manager setting out her proposals as soon as possible before her return date so that her request can be fully considered. Please see the Practices' flexible working policy for details of how to apply for flexible working.

## **27. Paternity Leave and Pay**

### **Introduction**

It is the policy of the Practice to ensure that as far as possible our employees are able to combine their career and family responsibilities. We recognise that it is important for employees to support their partners following the birth of their children.

This policy complies with the Employment Rights Act 1996, the Employment Act 2002, the Paternity and Adoption Leave Regulations 2002, the Statutory Paternity Pay and Statutory Adoption Pay (General) Regulations 2002, the Additional Paternity Leave Regulations 2010, and the Additional Statutory Paternity Pay (General) Regulations 2010.

This policy only applies to babies born on or after 3 April 2011.

### **Aims of the Policy**

To provide employees with the time they need to care for their new born child and support their partner.

To comply with the obligations imposed on the Practice by law.

### **Ordinary Paternity Leave**

The employee is entitled to a maximum of 2 consecutive weeks (you can elect to take one) Ordinary Paternity Leave if they:

- Have or expect to have responsibility for the child's upbringing; and
- Are the biological father of the child or the mother's husband or partner; and
- Have worked continuously for the Practice for at least 26 weeks ending with the 15<sup>th</sup> week before the baby is due; and
- Can provide a self-certificate as evidence that the above criteria have been met. Ordinary Paternity Leave can start on any day of the week on or following the birth but must be completed:
  - within 56 days of the actual date of the baby's birth; or
  - if the baby is born early, within the period from the actual date of the birth up to 56 days after the first day of the expected week of birth.

Only one Ordinary Paternity Leave period is available to the employee irrespective of whether more than one child is born as a result of the same pregnancy.

### **Provision for Ordinary Paternity Leave in the event of death of the baby**

If the employee's wife or partner gives birth to a stillborn baby, the employee is entitled to Ordinary Paternity Leave if the stillbirth happens after 24 weeks of pregnancy.

If the baby is born alive but later dies, the employee is still entitled to Ordinary Paternity

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### **Procedure for Ordinary Paternity Leave**

The employee must inform the clinical director or practice manager of the employee's intention to take Ordinary Paternity Leave by the end of the 15<sup>th</sup> week before the baby is expected, unless this is not reasonably practical. The employee will be required to supply the following information:

- The week the baby is due; and
- Whether they wish to take one or two weeks leave; and
- When they want their leave to start.

The employee can change their mind about the date on which they want their leave to start providing they inform the clinical director or practice manager in writing at least 28 days in advance.

The employee must inform the clinical director or practice manager in writing of the date they expect Ordinary Paternity Leave Payments to start at least 28 days in advance.

The employee does not have to give notice of their return to work unless they wish to return early, in which case they must give notice to the partners.



## Shared Parental Leave

Shared Parental Leave (SPL) enables eligible parents to choose how to share the care of their child during the first year after birth or adoption, for children due to be born or placed for adoption on or after 5<sup>th</sup> April 2015. Its purpose is to give parents more flexibility in considering how to best care for, their child. All eligible employees have a statutory right to take Shared Parental Leave. There may also be an entitlement to some Shared Parental Pay (ShPP).

### Eligibility for Shared Parental Leave

To be entitled to SPL an employee must be the mother, father, or main adopter of the child or the spouse, civil partner or partner of the mother or main adopter (each will be referred to as a parent in this policy)

They must also have, or share with the other parent, the main responsibility for care of the child.

In addition, the employee must satisfy each of the following criteria:

- the mother/adopter of the child must be/have been entitled to statutory maternity/adoption leave or if not entitled to statutory maternity/adoption leave they must be/have been entitled to statutory maternity/adoption pay or maternity allowance and must have ended or given notice to reduce any maternity/adoption entitlements;
- the employee must still be working for the organisation at the start of each period of SPL;
- the employee must pass the 'continuity test' requiring them to have a minimum of 26 weeks' service at the end of the 15th week before the child's expected due date/matching date;
- the employee's partner must meet the 'employment and earnings test' requiring them in the 66 weeks leading up to the child's expected due date/matching date have worked for at least 26 weeks and earned an average of at least £30 (this is correct as of 2015 but may change annually) a week in any 13 of those weeks;
- the employee must correctly notify the organisation of their entitlement and provide evidence as required.

### Shared Parental Leave Entitlement

SPL must be taken in blocks of whole weeks, and within 52 weeks of the birth or placement of the child. Any SPL not taken in this period is lost.

The number of weeks available is calculated using the mother's/adopter's entitlement to maternity/adoption leave, which allows them to take up to 52 weeks' leave. A mother/adopter may reduce their entitlement to maternity/adoption leave by returning to work before the full entitlement of 52

weeks has been taken, or they may give notice to curtail their leave at a specified future date. They and/or their partner may then opt-in to the SPL system and take any remaining weeks as SPL.

If the mother/adopter is not entitled to maternity/adoption leave but is entitled to Statutory Maternity Pay (SMP), Statutory Adoption Pay (SAP) or Maternity Allowance (MA), they must reduce their entitlement to less than the 39 weeks. If they do this, their partner may be entitled to up to 50 weeks of SPL. This is calculated by deducting from 52 the number of weeks of SMP, SAP or MA taken by the mother/adopter.

After the birth of a child, the mother must still take a minimum of two weeks maternity leave. Fathers and partners still have the right to up to two weeks statutory paternity leave. If they wish to take this, they must do so before they take any SPL.

Where a mother/adopter gives notice to curtail their maternity/adoption entitlement then the mother/adopter's partner can take leave while the mother/adopter is still using their maternity/adoption entitlements.

### **Shared Parental Pay (ShPP)**

Eligible employees may be entitled to up to 37 weeks ShPP while taking SPL. The number of weeks available is determined by the amount by which the mother/main adopter reduces their maternity/ adoption pay, or maternity allowance period.

To be able to claim ShPP, an employee must have average weekly earnings not less than the lower earnings limit in force for National Insurance contributions for the period of eight weeks leading up to and including the 15<sup>th</sup> week before the child's expected due date/ matching date. This is in addition to satisfying the eligibility criteria for SPL.

ShPP is paid at the rate set by the Government for the relevant tax year.

### **Notification of entitlement and intention to take SPL and ShPP**

Wherever possible, an employee should have an informal discussion with the Practice before submitting a formal notification. This gives both parties an opportunity to discuss the options and allow early consideration of how the Practice can best accommodate the plans of the employee, eg for any periods of discontinuous leave.

An employee must notify the Practice in writing at least eight weeks before the start date of the first period of SPL. Notification must include each of the following:

- the name of the employee;
- the name of the other parent;
- the start and end dates of any maternity/adoption leave or pay, or maternity allowance, taken in respect of the child and the total amount of SPL and ShPP available;
- the date on which the child is expected to be born and the actual date of birth or, in the case of an adopted child, the date on which the employee was notified of having been matched with the child and the date of placement for adoption;
- the amount of SPL and ShPP the employee and their partner each intend to take;
- a non-binding indication of when the employee expects to take the leave;
- a signed declaration that they meet, or will meet, the eligibility criteria and are entitled to SPL and ShPP, that the information they have given is correct and that they will inform the Practice immediately if they cease to be eligible. In addition, if they are not the mother/ adopter, they must confirm that they are the spouse/ partner of the mother/ adopter.

The employee must also provide a signed declaration from their partner confirming:

- their name, address and national insurance number (or a declaration that they do not have a national insurance number);
- that they are the mother/adopter of the child or they are the father of the child or are the spouse, civil partner or partner of the mother/adopter;
- that they satisfy the ‘employment and earnings test’, and had at the date of the child’s birth or placement for adoption the main responsibility for the child, along with the employee;
- that they consent to the amount of SPL and ShPP that the employee intends to take;
- that they consent to the organisation processing the information contained in the declaration form;
- that they will immediately inform the Practice should they cease to satisfy the eligibility conditions.

Notice of Curtailment of Statutory Maternity/ Adoption Leave and Payments:

At the same time as giving notice of entitlement and intention to take SPL, the mother or main adopter must give the Practice a written leave and pay curtailment notice, giving at least eight weeks notice of the date on which Maternity/ Adoption Leave and/ or Pay is to end.

A notice of curtailment is usually binding, but may be revoked if:

- it becomes apparent that neither parent is eligible for SPL or ShPP
- it was given before the birth and is revoked up to six weeks following the birth (in which case another notice of curtailment may be submitted)
- the other parent dies

The Practice may request further evidence of eligibility within 14 days of the SPL entitlement notification being given. This may include:

- the name and business address of the partner's employer (where the employee's partner is no longer employed or is self employed their contact details must be given instead)
- in the case of biological parents, a copy of the child's birth certificate (or, where one has not been issued, a declaration as to the time and place of the birth).
- in the case of an adopted child, documentary evidence of the name and address of the adoption agency, the date on which they were notified of having been matched with the child and the date on which the agency expects to place the child for adoption

In order to be entitled to SPL, the employee must produce this information within 14 days of the employer's request.

### **Booking Shared Parental Leave**

Eligible employees may submit up to three notifications specifying periods of leave they intend to take. In many cases, notice will be given at the same time as the notice of entitlement.

The employee must book SPL by giving the correct notification at least eight weeks before the date on which they wish to start the leave and (if applicable) receive ShPP. SPL can only be taken in complete weeks, though it may begin on any day of the week.

The employee has the right to submit three notifications specifying leave periods they are intending to take. Each notification may contain either (a) a single period of weeks of leave; or (b) two or more weeks of discontinuous leave, where the employee intends to return to work between periods of leave.

### **Response to a SPL Notification**

Continuous leave notifications – if an employee requests a continuous period of leave, they will be entitled to take the leave, provided they have sufficient weeks of SPL available and have given at least eight weeks notice.

The Practice will confirm this in writing within 14 days.

Discontinuous Leave Notifications – if more than one period of leave is requested in a period of leave notice e.g. a request to take six weeks SPL, but with the employee working every other week over a twelve week period, the Practice will seek to accommodate the request, but cannot guarantee to do so. Each request for discontinuous leave will be considered on a case-by-case basis. Agreeing to one request will not set a precedent or create the right for another employee to be granted a similar pattern of SPL.

If the Practice can accommodate the request, this will be confirmed in writing within 14 days.

If the practice is unable to accommodate the request, it will be discussed with you, to determine if an alternative pattern can be agreed.

The Practice will confirm the decision, in writing, within 14 days of the original request being made.

If a discontinuous leave pattern is refused then the employee may:

- withdraw the request without detriment on or before the 15th day after the notification was given. This will then not count as one of their three requests for SPL
- take the total number of weeks in the notice in a single continuous block. The employee has until the 19th day from the date the original notification was given to choose when they want the leave period to begin, but this cannot be sooner than eight weeks from the date of the original notification
- if the employee does not choose a start date or withdraw their request, then the leave will begin on the first leave date requested in the original notification, as a continuous block of the total number of weeks originally requested

### **Variation to a period of arranged SPL**

The employee is permitted to vary or cancel an agreed and booked period of SPL, provided that they advise the organisation in writing at least eight weeks before the date of any variation. Any new start date cannot be sooner than eight weeks from the date of the variation request. An exception to the eight week notice period is made in the case of leave booked to start within eight weeks of the expected delivery date, if the baby is born early. The parent may then take the SPL/ShPP the same period of time after the actual birth, as it had been booked after the expected delivery date, by submitting a notice to vary the SPL/ShPP as soon as practicable after the birth.

If a baby is born more than eight weeks before the start of the expected week of delivery, there is no minimum notice period, and a parent can book a period of leave to start within eight weeks of the actual birth by giving notice as soon as is reasonably practicable after the birth.

Any variation or cancellation notice made by the employee will count as one of their three notifications unless:

- the Practice has agreed to accept more than three notifications
- the Practice requested the change, and the employee agreed

## **Terms and Conditions During Shared Parental Leave**

During a period of SPL, an employee is entitled to receive all their normal contractual benefits, with the exception of their normal pay, but including accrual of annual leave entitlement.

### **Annual Leave**

Annual leave cannot be taken simultaneously with SPL. It may be taken before SPL starts, after it ends, or in between blocks of leave. This must be arranged in advance with the Practice, in the normal way.

### **Contact during SPL**

The Practice may make reasonable contact with the employee during SPL, for example, to update them on any developments at the Practice, or to discuss their plans to return to work.

An employee can agree to work for the Practice (or attend training) for up to 20 days during SPL without bringing their period of SPL to an end or impacting on their right to claim ShPP for that week. These are known as "Shared Parental Leave In Touch" or "SPLIT" days. Any work carried out on a day or part of a day will constitute a day's work for these purposes.

The Practice has no right to require the employee to carry out any work, and is under no obligation to offer the employee any work, during the employee's SPL. Any work undertaken is a matter for agreement between the Practice and the employee. An employee taking a SPLIT day will receive full pay for any day worked. If a SPLIT day occurs during a week when the employee is receiving ShPP, this will be effectively 'topped up' so that the individual receives full pay for the day in question. Any SPLIT days worked do not extend the period of SPL.

## **Returning to work after SPL**

If the employee wishes to return to work early from SPL, or extend the period of SPL, they must notify the Practice at least eight weeks before both the original and new end date. This will count as one of the employee's notifications. If they have already used their three notifications to book and/or vary leave then the Practice does not have to accept the notice to return early or late, but may do so if it is considered to be reasonably practicable.

If, on their return to work, the employee's aggregate total statutory maternity/paternity/adoption leave and SPL amounts to 26 weeks or less, they will return to the same job that they left, on the same terms and conditions.

If their maternity/paternity/adoption leave and SPL amounts to 26 weeks or more in aggregate, the employee is normally entitled to return to the same job they held before commencing the last period of leave or, if this is not reasonably practicable, to another job which is both suitable and appropriate and on terms and conditions no less favourable.

If an employee is unable to return to work on the agreed date due to ill health or injury, the Practice's normal rules for notification and absence procedures will apply. Failure to return on the agreed date without proper notification, will be treated as unauthorised absence, and may result in disciplinary action.

## **28. Adoption Leave and Pay**

### **Adoption Rights**

Employees adopting a child may be eligible for statutory adoption leave and pay when a child is newly placed for adoption.

There are differences in eligibility and notification criteria depending on the type of adoption i.e. UK, overseas or surrogacy arrangement and it is beyond the scope of this handbook to provide details for every eventuality. Please see <https://www.gov.uk/adoption-pay-leave/overview> for further details.

Adoption leave and pay may be available to:

- individuals who adopt
- one member of a couple where a couple jointly adopt (the couple must choose which partner takes adoption leave)

### **Eligibility**

To qualify for adoption leave an employee must:

- be newly matched with a child for adoption by a UK adoption agency
- be an employee
- give the correct notice
- provide proof of the adoption or surrogacy if required

Adoption leave and pay is not available in circumstances where a child is not newly matched for adoption e.g. when a step-parent is adopting a partner's child, or when a private adoption has been arranged.

To claim entitlement to adoption leave you will need to notify the Practice of your intention to take adoption leave within 7 days of being notified by the adoption agency that you have been matched with a child and provide the relevant documentary evidence. You must tell the practice the date of placement, when you want the leave to start and how much leave you intend to take.

The practice will confirm the start and end dates of your leave within 28 days.

The main adopter will be able to take paid time off for up to five adoption appointments. The secondary adopter will be entitled to unpaid time off for up to two appointments.

### **Adoption Leave**

Adopters are entitled to up to 26 weeks Ordinary Adoption Leave followed immediately by up to 26 weeks Additional Adoption Leave in line with maternity leave.

Adoption leave may be taken:

- When a child starts living with the employee or up to 14 days before the placement date (UK adoptions).
- When the child arrives in the UK, or within 28 days of arrival (overseas adoption)
- On the day the child is born, or the day after (if the child is from a surrogacy arrangement)

### **Change of Dates**

You must inform the practice within 28 days if the date of placement (or UK arrival date) changes.

You must give at least 8 weeks notice if you want to change your return to work date.



## **Adoption Pay**

During adoption leave, adopters may (subject to earnings limit) be entitled to up to 39 weeks of Statutory Adoption Pay.

The rate of Statutory Adoption Pay is paid at 90% of average weekly earnings for the first six weeks, then the same as Statutory Maternity Pay, or 90% average weekly earnings, whichever is lower, for up to a further 33 weeks.

You must give the Practice at least 28 days notice of when you want your statutory adoption pay to start. The practice will confirm within 28 days how much pay you will receive and when it will start and stop.

Statutory adoption pay is paid in the same way as normal wages, and is subject to tax and NI contributions

## **General**

Normal terms and conditions of employment continue during adoption leave except for terms relating to salary.

## **Returning to work after Adoption Leave**

Following ordinary adoption leave of up to 26 weeks you will be entitled to return to the job in which you were employed before your absence, on terms and conditions not less favourable than those which would have applied if you had not been absent.

Following a period of Additional Adoption Leave you will be entitled to return to the same job or, if it is not reasonably practicable, to a suitable alternative role. The terms and conditions of such employment will be no less favourable than would have applied if you had not been absent.

You should also be aware that there are a number of other related areas such as paternity leave, shared parental leave, time off for dependants and the new right to request flexible working, please see separate policies for details.

## **Surrogacy**

Parents who have a child through surrogacy will be eligible for adoption leave and pay, ordinary paternity leave and pay and shared parental leave and pay, provided they meet the eligibility criteria.

Both parents will also be entitled to take unpaid time off work to attend up to two antenatal appointments with the woman carrying the child

## 29. Parental Leave

### Introduction

Parental Leave is the right for parents (including adoptive parents) to take time off work in order to look after, or make arrangements for, the welfare of their children, and was introduced by the Maternity and Parental Leave Regulations 1999, which were subsequently amended in 2002 and 2013. Aims of the Policy

To provide employees who have children with the time and support that they need to care for them.

To ensure that the Practice complies with its legal obligations to employees in respect of Parental Leave.

### Provision

Employees will be eligible for Parental Leave where they meet all of the following criteria:

- They have been continuously employed by the Practice for at least one year; and
- They are the mother or father of a child under the age of 18, or have adopted a child who is under 18.
- They are named on the child's birth or adoption certificate
- They have, or expect to have, parental responsibility

Eligible full time employees may take up to 18 weeks parental leave for each child under the age of 18. This is pro rated for part time employees.

Parental leave must be taken in week long blocks (other than in the case of disabled children where it may be taken in blocks of one or more days.). In the absence of special circumstances the Practice will not allow employees to take more than 4 weeks of their entitlement in any one year.

The Practice reserves the right to postpone an employee's parental leave (other than in the event that the leave is to be taken immediately after the birth or adoption of child), if it is deemed that taking the parental leave at that time would prove unduly disruptive to the Practice's business.

Employees who take up to 4 weeks Parental Leave in any given year will be entitled to return to the job in which they were employed before their absence on the same terms and conditions.

In the event that an Employee takes more than 4 weeks Parental Leave in any given year the Practice will endeavour to return the employee to the same job they were employed in before their absence, and where this is not reasonably practical to a similar job on the same or more favourable terms and conditions.

All of the rights granted to an Employee under the terms and conditions of their employment continue throughout Parental Leave with the exception of the right to Remuneration. Parental Leave is unpaid

### **Procedure**

Employees wishing to take Parental Leave must provide at least 21 days notice by writing to the clinical director or practice manager, and including the following information:

- Their child's birth certificate; or
- Evidence of an adoption placement; or
- Evidence of a disability allowance (in the case of a disabled child); or
- Notice of the Expected Week of Childbirth; and
- The date on which Employee wants the Parental Leave to start; and
- How much Parental Leave the Employee wishes to take.

The clinical director or practice manager will discuss the matter with the employee and provide written confirmation of either approval or postponement of the Parental Leave within 7 days of receiving the notice.

In the event that Parental Leave is postponed the letter will set out the reasons for doing so and the new dates for Parental Leave which will be within 6 months and of the same length as that originally requested.

In the event that an employee on Parental Leave wishes to return to work early they must provide at least 7 days notice.

### **30. Time off for Dependants**

Employees have a right to take a reasonable period of time off work unpaid to deal with an emergency involving a dependant .

#### **When can an employee start using this right?**

You do not have to complete a qualifying period in order to be able to take time off in an emergency. You are entitled to this right from day one of commencing your job.

#### **What is time off for dependants?**

This right enables all employees to deal with an unplanned, unexpected or sudden problem involving a dependant, and make any necessary longer term arrangements. For example:

- If a dependant falls ill or has been injured or assaulted;
- To deal with an unexpected disruption or breakdown in care arrangements, for example when the child minder or nurse fails to turn up;
- To deal with an incident involving your child during school hours.

### **Who counts as a dependant?**

A dependant is the husband, wife, child or parent of you or someone who lives with you as part of your family. It does not include tenants or boarders living in the family home or someone who lives in the household as an employee.

In case of illness or injury or where care arrangements break down, a dependant may also be someone who reasonably relies on you for assistance, for example, an aunt who lives nearby that you look after outside work falls unexpectedly ill.

### **What is the entitlement?**

The entitlement is to a reasonable amount of time off. For most cases 1 or 2 days should be sufficient to deal with the problem. The right is only intended to cover genuine emergencies. There is no limit on the number of times an employee can be absent from work under this right. The right to time off is unpaid.

### **Procedure**

On the first day of absence you must inform your line manager by 7.00am if you are on an early shift or by 10am if you are on a late shift. You must state the reason for the absence and how long you expect to be absent for.

Upon return to work you will be required to complete an internal Staff Absence Form provided by your line manager for absence recording.

### **31. Disciplinary Procedure (this procedure does not form part of the contract of employment)**

If you have less than two years continuous service you should note that the practice reserves the right to discipline or dismiss you without following the disciplinary procedure.

The disciplinary procedure does not form part of your contract of employment.

### **Introduction**

All staff are expected to be able to do their job effectively at all times, and maintain an acceptable standard of conduct and work, such as:

- positive relationships and attitudes that affect work;
- conscientious time keeping and attendance;
- honesty
- maintenance of confidentiality of information;
- acceptable quality and quantity of work;
- adherence to the Practice's policies and procedures.

### **Policy**

The disciplinary procedure outlined below is for the purpose of promoting fairness and consistency in the treatment of employees. The procedure will only be used where necessary and may be implemented at any stage if the circumstances warrant such action. This disciplinary procedure will not apply during any probationary period and the employee should refer to the End of Employment Procedure

The procedure is not contractual. No disciplinary action will be taken until the case has been carefully investigated and the employee has had the opportunity to respond to the allegations, and been made aware of the evidence against them. All disciplinary matters will be dealt with without undue delay

### **Procedure – Investigation**

When a disciplinary matter arises:

- the clinical director or practice manager will, as soon as reasonably practicable, establish the facts and, where appropriate, obtain statements from any available witnesses.
- The employee will be informed in writing of the complaint against him/her.
- The employee will be allowed access to any relevant information and papers.

Having investigated all the facts the clinical director or practice manager will decide whether there is no case to answer, deal with the matter informally or arrange for the matter to be dealt with under the disciplinary procedure.

### **Disciplinary Hearing**

Before a decision is reached or any disciplinary action taken there will be a disciplinary hearing.

The employee will have an opportunity to state their case and answer the allegations that have been made.

The employee has the right to be accompanied by a colleague or trade union representative at any disciplinary hearing, who shall be entitled to address the hearing but not answer questions on behalf of the employee.

## **Disciplinary Actions**

### **Verbal Warning**

In the case of minor offences the employee will be given a formal verbal warning. The employee will be advised of the reason for the warning, the formal nature of the warning and possible future consequences.

### **Written Warning**

In the case of more serious offences or a repetition of earlier minor offences the employee will be given a written warning, setting out the precise nature of the offence, the likely consequences of further offences and specifying, if appropriate, the improvement required and over what period. This may include a statement that any recurrence or no improvement may lead to a final written warning.

### **Final Written Warning**

In the case of a sufficiently serious offence or a repetition of earlier offences the employee will be given a final written warning, setting out the precise nature of the offence, the likely consequences of further offences and specifying, if appropriate, the improvement required and over what period. This may include a statement that any recurrence or no improvement may lead to a dismissal or to some other action short of dismissal.

### **Dismissal**

This stage will normally result from continued failure by the employee to act on previous warnings or an act of gross misconduct. In the case of gross misconduct the employee will normally be dismissed without notice or payment in lieu of notice.

If the decision to dismiss is made the employee will be informed in writing as soon as is reasonably practicable of the reasons for dismissal, the date on which the contract between the parties will terminate, the appropriate period of notice and of the right to appeal.

### **Suspension**

Where the employee is accused of an act of serious or gross misconduct he/she may be suspended from work on full pay pending the outcome of the disciplinary procedure. Such suspension is not a form of disciplinary action.

## **Appeal**

If an employee is dissatisfied with a disciplinary decision arising from the formal procedure, he/she may appeal in writing within 5 working days from receipt of the written decision to the clinical director or practice manager

The employee will be informed of the date of the appeal hearing within 5 working days of notice of the appeal being lodged. The appeal hearing will be held as soon as is reasonably practicable.

Where new evidence arises prior to or during the appeal the employee will be given access to any relevant information or evidence and will have the opportunity to make representations.

The employee will have the right to be accompanied to any appeal hearing by a colleague or union representative.

The appeal will be decided by the person hearing the appeal whose decision shall be final. The employee will be informed in writing as soon as is reasonably practicable of the outcome of the appeal and the reasons for the decision.

## **Offences**

The following are non-exhaustive examples of the sort of offences which, if committed, will normally lead to formal disciplinary action being taken:

### **Misconduct**

- Poor job performance; abusive behaviour; unpunctuality; any minor breach of the Employer's rules; negligence resulting in minor loss, damage or injury; failure to comply with a specific instruction; irresponsibility in relation to the Employer's employees; activities or impropriety in relation to the employee's tasks for the Employer, whether or not within working hours.

Gross misconduct includes but is not limited to

- Negligence resulting in serious loss, damage, or injury; assault or attempted assault; theft; malicious damage to property; wilful disregard of duties or of instructions relating to the employment; breach of confidence relating to the Employer; falsification of records; or conviction on a criminal charge; sexual, racial or other harassment of a fellow employee; breach of Employer policies or procedures. Lying, deceit, or any action likely to breach the implied term of mutual trust and confidence between employee and employer.

## **Record Keeping**

A copy of all formal warnings will be retained on an employee's personal file but will be considered spent after the following periods:

- A note of an oral warning, after a period of six months
- A copy of a written warning, after a period of twelve months

- A copy of a final written warning, after a period of twelve months

If an employee's breach of the Employer's rules is dealt with under the formal disciplinary procedure, a record will be kept of the breach, the employee's defence or mitigation, minutes of the disciplinary hearing, the action taken and reasons for it, whether an appeal was lodged, its outcome and any subsequent developments. These records are confidential and will be retained on the employee's personal file in accordance with the Data Protection Act 2018.

### **Conduct outside working hours**

Conduct of the employee outside working hours will normally only become an issue if the activities adversely affect the Practice. Actions which bring the Practice name into disrepute, or attract adverse publicity, or result in a loss of faith of the Practice or the individual concerned, may result in the Disciplinary procedure being instigated.

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.

## **32. Overview of Grievance Procedure (this procedure does not form part of your contract of employment)**

### **Introduction**

The procedure outlined below is for the purpose of resolving grievances in a fair and consistent manner. The Practice encourages employees to informally raise any grievance as a first step and promotes communication between the Practice and the employee. The procedure is not contractual but applies to all employees who should familiarise themselves with its provisions.

### **Procedure**

#### **Stage 1 - Informal**

If an employee has any questions or grievances relating to any aspect of their employment in the first instance the employee should refer the grievance, either orally or in writing, to the clinical director or practice manager.

#### **Stage 2 - Formal**

If the grievance is not resolved or if the employee considers that they have not been fairly treated, the employee should apply in writing to the clinical director or practice manager and the matter will be dealt with as a formal grievance.

When an employee raises a formal grievance it will be investigated without undue delay. The clinical director or practice manager will, as soon as reasonably



practicable, establish the facts and obtain statements from any available witnesses and arrange a grievance hearing.

At the hearing the employee may be accompanied by a colleague or trade union representative of their choice.

The employee will be informed in writing of the decision and the reasons for such decision.

Such decision will be issued no later than 10 working days following the conclusion of the hearing. If for any reason it is not possible to respond within this time scale the employee will be given an explanation for the delay and will be told when they will receive a response.

### **Stage 3 - Appeal**

If the grievance is not resolved or if the employee considers that they have not been fairly treated, the employee may appeal in writing to the clinical director or practice manager within 5 working days of receipt of the written decision.

The employee will be informed of the appeal hearing within 5 working days of notice of the appeal being lodged or as soon as is reasonably practicable. The appeal hearing will be held as soon as is reasonably practicable.

At the appeal hearing the employee may be accompanied by a colleague or trade union representative of their choice.

The employee will be informed in writing of the decision and, of the reasons for the decision.

The decision will be issued no later than 10 working days following the conclusion of the appeal hearing. If for any reason it is not possible to respond within this time scale the employee will be given an explanation for the delay and will be told when they will receive a response. The decision of the appeal hearing shall be final.

## **33. Redundancy Policy for employees and workers with two or more years continuous service (this does not form part of your contract of employment)**

### **Introduction**

This document sets out the rights of employees and the procedures and principles to be followed by the Practice when considering and implementing redundancies.

The Practice intends to provide security of employment as far as it is possible. It is recognised however that changes in the availability of work, technology and organisational requirements may affect staffing needs in the future.

### **Aims of the Policy**

This Policy aims to:

- Help the Practice comply with relevant legislation and regulations, in particular (but not exclusively) the Employment Rights Act 1996 (“the Act”);
- Set fair and equal procedures; and
- Prevent the unfair dismissal of employees.

### **Consultation Process**

If there appears to be a situation which could lead to redundancies, the Practice will consult with the potentially affected employees at the earliest practicable opportunity. The Practice will always consult with employees individually.

All consultation between the Practice and individual employees will be carried out with a view to reaching an agreement, avoiding or minimising the number of redundancies.

### **Individual Consultation**

Any employee who is potentially affected by redundancy will be individually notified of such. No decision will be taken until the Practice has consulted each individual employee who has been notified that they are potentially affected.

The purpose of individual consultation is to allow the potentially affected employee proper opportunity to make representations to the Practice, including means of avoiding redundancies and the selection criteria.

All representations made by employees will be properly considered before any final decision is made.

### **Avoiding or Minimising Redundancies**

The Practice will seek to avoid or minimise redundancies through any means deemed reasonable in the circumstances. In particular the Practice will consider:

- Inviting applicants for voluntary redundancy;
- Inviting applicants for early retirement;
- Placing restrictions on the recruitment of new staff;
- Reducing the number of temporary staff;
- Retraining and redeployment of existing staff to fill vacancies;
- Restricting overtime so far as is practicable;
- Inviting applicants for flexible working arrangements;
- Short-time working or temporary lay offs

There is no obligation on the Practice to take any particular measure detailed above, and the use of such measures may be limited by the financial or organisational requirements of the Practice. In particular, the Practice must have regard to the need to retain the balance of skills and experience amongst

employees necessary to meet future business requirements.

### **Selection Criteria**

The Practice will ensure that the process of identifying the categories of employees which are at risk of redundancy (the “Pool”) and the selection procedure applied to the Pool are objective, non-discriminatory and capable of independent application.

Where measures to minimise or avoid redundancies are not sufficient, the Practice will develop and apply to the Pool fair and non-discriminatory selection criteria.

The selection criteria will vary depending on circumstances, but the following factors may be considered:

- Aptitude for the work;
- Skills and experience;
- Standard of performance (based on objective supporting evidence);
- Attendance and disciplinary record, allowing for any disability-related absence under the Equality Act 2010;
- Flexibility / adaptability;
- Length of service.

### **Dismissal Procedure**

Following selection and consultation, and where it is determined that there is no practicable alternative, any employee or employees who have been selected for redundancy will be notified by the Practice in writing (the “Redundancy Notice”).

The Redundancy Notice will:

- State that the employee is to be made redundant;
- State the circumstances which have led to the employee being selected for redundancy;
- Specify the date on which employment will cease (subject to the minimum notice period);
- Specify whether the employee is to receive a redundancy payment, and if so how it will be calculated;
- Detail any additional payments due to the employee (e.g. in respect of unused holiday allowance); and
- State that the employee has the right to appeal, with details of who the appeal should be addressed to.

Individual notice periods to which employees are entitled may run concurrently with

the statutory minimum consultation period, where applicable.

Employees may leave before the date on which employment is to cease without prejudicing any right to a redundancy payment where agreed with the Practice.

## **Appeals**

Employees have the right to appeal against being selected for redundancy or redeployment. Should an employee wish to appeal they must notify the Practice in writing within 5 working days of receipt of the Redundancy Notice, setting out the main reasons for their appeal (the “Appeal Request”).

The Appeal Request should be addressed to the person named for the purpose in the Request

The appeal will be heard within 10 working days of the Practice receiving the Appeal Request by a Partner who will act impartially in all the circumstances.

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

The Practice will communicate the outcome of the appeal to the employee in writing as soon as reasonable practicable after the appeal is held, and usually within 10 working days.

The appeal decision is final.

For the avoidance of doubt:

- The contractual notice period will continue to run during the appeal process from the date that the employee receives the Redundancy Notice.
- If the appeal is unsuccessful, employment will terminate on the date originally specified in the Redundancy Notice.

## **Redundancy Payments**

Any employee who is dismissed through redundancy and who has completed at least two year’s continuous service for the Practice will be entitled to a redundancy payment. The Company will normally pay Statutory Redundancy Pay (“SRP”).

SRP is calculated according to:

- Length of continuous service;
- Age during the period of continuous service; and
- Weekly pay, up to the maximum statutory limit.

The Employment Rights Act 1996 provides that an employee who is made redundant will receive:

- Half a week’s pay for each year worked before their 22<sup>nd</sup> birthday; plus

- One week's pay for each year worked between their 22<sup>nd</sup> and 41<sup>st</sup> birthday; plus
- One and a half week's pay for each year worked after their 41<sup>st</sup> birthday.

When calculating redundancy pay, only the most recent 20 years' of continuous service is taken into account

### **34. Health and Safety**

#### **a. Introduction**

The Practice recognises and accepts its responsibility as an employer to maintain, so far as is reasonably practicable, the safety and health of its employees, and of other persons who may be affected by its' activities.

It is your duty as an employee not to put at risk either yourself or others by your acts or omissions. You should also ensure that you are familiar with the Practice health and safety arrangements. Should you feel concern over any health and safety aspects of your work, this should be brought to the attention of the practice manager or clinical office manager immediately.

#### **i) Procedure in the event of an accident**

An Accident Book is available from your line manager and it is the responsibility of each individual employee to report and record any accident involving personal injury. Any accident or near miss occurrence (i.e. no one was injured but the incident had the potential to injure or kill) at work should be reported immediately to your line manager.

All employees who are absent from work following an accident must complete a self-certification form, which clearly states the nature and cause of the injury.

For any employee who suffers an injury at work which results in them being away from work, or unable to do their normal work, for three days or more (including weekends, rest days or holidays) it is important that the clinical director or practice manager is informed as the Health and Safety Executive also need to be informed by the Practice. Form 2508 (available from [www.riddor.gov.uk/f2508.dot](http://www.riddor.gov.uk/f2508.dot)) should be completed in conjunction with the clinical office manager or practice manager. Employees are not expected to complete these forms themselves.

#### **ii) First Aid**

The Practice believes that best practice is to ensure staff have access to a trained First Aider or Appointed Person (someone who can take charge in the event of an accident). Details of these trained staff will be displayed on the notice board or be

obtainable from your line manager and you should familiarise yourself with names and contact details.

### **iii) Fire Safety**

Employees should follow these steps to help prevent fires:

- Before you use any electrical appliances carry out a quick check to make sure that the cables, plugs etc are not damaged.
- Do not use any electrical equipment that shows signs of damage, even if you think it is only minor. Report any faults you find to the clinical office manager or practice manager and find an alternative appliance.
- Ensure that you place your rubbish in the proper waste bins. Do not overfill the bins, and ensure that your waste bin is accessible to the cleaners at the end of each day.

Action to take when the fire alarm goes off:

- Immediately stop what you are doing and walk (do not run) to the nearest available safe fire exit. If your nearest exit/route is obstructed, choose another route. Make sure that you are aware of the fire exits and routes in your area.
- Exit signs comprise a white arrow on a green background sometimes accompanied by the words 'FIRE EXIT' and also a pictogram of a running man. The arrows indicate the direction of the nearest fire exit.

Action to take if you discover a fire:

- **RAISE THE ALARM!** This can be achieved by breaking the glass on the call points or by shouting the instruction “Fire – call the fire brigade”.
- Raise the alarm even if your building is fitted with an automatic fire alarm system, which has not yet activated - you must not wait for it to do so of its own accord. The alarm must be raised for every occurrence of a fire, no matter how small it appears to be. This will ensure that people in the building have adequate notice to evacuate should it begin to spread quickly. In addition, modern furnishings may allow the fire to develop unnoticed, so time is of the essence if everyone is to get out safely.
- Call the fire brigade at the earliest available, and safe, opportunity and do not attempt to tackle the fire unless you have been appropriately trained and can safely do so e.g. a small fire in a waste paper basket. Unless you have been trained you could be putting yourself or somebody else at risk.

## **iv) Alcohol Policy**

### Introduction

The Practice is a responsible employer and we take our obligations to our employees very seriously. This is why we have set out this policy to help us ensure the health, safety and welfare of our employees and to help us comply with our legal duties. Employees who develop alcohol related problems cause harm to themselves, to others and impair their performance.

- The Health and Safety at Work Act 1974 places a duty on employers to provide a safe and healthy working environment, and to ensure the health, safety and welfare at work of their employees as well as any visitors or contractors on the premises.

### **Aims of the Policy**

This policy aims to:

- Promote awareness of alcohol related problems and addiction;
- Encourage a sensible approach to drinking alcohol;
- Ensure that the Practice complies with its legal obligations;
- Indicate restrictions on drinking alcohol at work;
- Protect Employees from the dangers of alcohol abuse; and
- Support Employees with an alcohol related problem.

### Health and Safety

In a social environment the consumption of alcohol in moderation is an accepted part of life. In the workplace however it can impair performance, result in inappropriate behaviour, and can place both the individual and those around them in danger, as well as affect health.

In the workplace alcohol abuse can take two different forms:

- Occasional inappropriate drinking; and
- Consistently inappropriate drinking.

While it will be clear if an individual is drunk at work, the symptoms of larger scale systematic alcohol abuse may be less obvious. Symptoms of alcohol abuse may include:

- Frequent absences on Mondays and Fridays;
- Unusually high rates of absenteeism;
- Unkempt appearance/Lack of hygiene;
- Spasmodic work patterns and lower productivity; or
- Poor relations with others.

## Restrictions on Drinking Alcohol at Work

- Unless it is formally approved by the clinical director or practice manager employees may not consume alcohol during normal working hours nor should they be incapable of work through the consumption of alcohol.
- Alcohol must not be consumed in any situation where as a consequence the safety of the individual, colleagues or visitors is put at risk.
- Alcohol must not be consumed in excess [or in sufficient quantities to impinge on the exercise of any individual's duties] when on Practice business outside normal working hours, for example when involved in functions or in providing hospitality.
- Employees are not obliged to work with anyone they consider to be incapable through the consumption of alcohol and should immediately report the matter to the clinical director or practice manager
- Any employee whose ability to perform their job is impaired, or likely to be impaired (in the reasonable belief of the employer) through the consumption of alcohol should be immediately removed from duty and the matter reported to the clinical director or practice manager
- Employees will be held to be contributorily negligent in the event that whilst on Practice business they cause an accident or damages to anyone or anything, and that the incident occurred due to the Employee's consumption of alcohol.

## Disciplinary Action

Employees who are unfit or otherwise incapable for work through the consumption of alcohol will be liable for disciplinary action, may be found guilty of gross misconduct, and may face summary dismissal.

## **Testing for Alcohol and Drugs**

The Practice reserves the right to test you for alcohol or drugs, without notice. Failure of any such test may result in you being disciplined for gross misconduct.

## **Smoking**

Smoking is strictly forbidden in and around practice premises. This includes smoking in practice vehicles. Breach of this rule will result in disciplinary action.

## **35. Training and Development**

The Practice is keen to encourage staff development via CPD and other courses. The practice will need to be satisfied that any CPD or other further training or qualifications undertaken are of benefit to the practice.



## **Recovery of CPD or other course fees.**

An employee who leaves the employment of the practice or is dismissed within one year of completion of any CPD or training that has been paid for by the Practice must repay 90% of CPD cost & expenses. An employee who leaves the employment of the practice or is dismissed within two years of completion of any CPD or training that has been paid for by the Practice must repay 50% of CPD cost & expenses.

An employee who fails to complete a training course paid for by the practice may be liable to repay 100% of the CPD cost & expenses. This will depend on individual circumstances and be at the discretion of the Directors.

## **36. Leaving The Company**

### **a. Notice periods**

Unless your employment is terminated by agreement, or specified otherwise in your principal statement of terms and conditions, you or the Practice are required to give a period of notice in writing as follows:

#### **Notice period to be given by the employee to the employer**

As specified in your Contract of Employment.

#### **Notice period to be given by the employer to the employee**

One weeks notice if the employee has been employed by the employer continuously for one month or more, but for less than two years

Two weeks notice if the employee has been employed by the employer continuously for two years, and one additional weeks notice for each further complete year of continuous employment, up to a maximum of 12 weeks notice on or after 12 years service.

These periods of notice will apply if you are dismissed on grounds of inefficiency or if your dismissal is the result of disciplinary proceedings in circumstances where summary dismissal is not justified. Your employment may be terminated without notice where dismissal follows disciplinary proceedings.

### **b. Working Notice**

In all cases the Practice reserves the right to enforce your full notice period. Your full remaining annual leave entitlement should be taken during your notice period in agreement with your line manager. Exceptionally, if this is not possible, your manager may agree to make a payment in lieu of this. If you leave any day other than

the last working day of that month, that month will not count for annual leave purposes.

If you resign and are in possession of Practice property (including computer files), you should make your manager aware of these, and arrange how they will be handed back to the Practice. You remain bound by the confidentiality arrangements outlined in your contract of employment during this period.

In exceptional circumstances, if deemed appropriate and as an alternative to working your notice, the Practice reserves the right either to transfer you to other suitable duties during your notice period or to require you to accept payment in lieu of any entitlement to notice or to remain at home.

Should your employment be terminated following disciplinary action it is likely you will receive payment in lieu of notice. However, as there are numerous reasons as to why someone is dismissed, payment in lieu of notice will be reviewed on an individual basis taking into consideration the reasons behind the dismissal.

Should you be dismissed for reasons of gross misconduct, your employment will be terminated immediately without the benefit of notice or payment in lieu of notice.

c. Deductions from Wages During Employment and upon Leaving or Dismissal

The Employer has the right to deduct from your pay any sums which you may owe to it including, without limitation, any overpayments or loans made to you by it or losses suffered by it as a result of your negligence or breach of your terms and conditions, or any amount owing for veterinary treatment or supplies, or any amount to be recovered for CPD or course fees paid by the Practice. The employer also reserves the right to deduct from wages amounts lost because of theft where an employee has been dismissed for gross misconduct due to theft.

The employer will be entitled to deduct from wages any amount owed to the employer for costs incurred by an employee's refusal to work out his/her contractual notice period which include but are not limited to the full cost of a locum to cover the notice period, and agency fees.

The employer will also be entitled to deduct from wages payment made for holidays taken in excess of entitlement.

d. Return of Company Property/Copyright

- The Employee agrees to account for and return to the Practice, on or before the termination date all property belonging to the Practice that is or has been in the Employee's possession or under their control.

- Practice property includes but is not limited to documents and disks, mobile telephones, vehicles, fuel card, credit cards, equipment, keys and passes belonging to it which is or has been in their possession or under their control.
- Documents and disks shall include but not be limited to any correspondence (including emails and memos), files, books, reports, plans, records, surveys, software, diagrams, minutes, computer print-outs, memory cards/drives, CDs, DVDs computer disks, manuals, customer documentation or any other medium for storing information.
- The Employee's obligations under this term extend to the return of all copies, drafts, reproductions, notes, extracts or summaries in whatever form of the above.
- The Employee may be required to sign an undertaking to the effect that all such property has been duly returned and that they have not infringed or exploited without permission the Practices intellectual property.

e. Non-solicitation agreement

You shall not for a period of 12 months from the termination of your employment (and whether directly or indirectly solely or jointly and whether on your own behalf or on behalf of any other person, firm or company), solicit, endeavour to entice or accept the custom of any person who at any time during the period of 12 months prior to the termination of your employment has been a customer or client of the Practice and with whom you had business dealings on behalf of the Practice, where such solicitation enticement or acceptance of custom relates to the provision of services similar to those which are, could be, or have been, provided by the Practice.

You shall not for a period of 12 months following the termination of your employment (either on your own behalf or for any other person, firm or company and whether directly or indirectly) approach any other employee of the Practice, with a view to encouraging him or her to leave the Practice and/or employing him or her.

f. Post Termination Restrictions

Any restrictions on where you may work, and in what capacity, following termination of employment are as laid out in your contract of employment, or separate agreement.

You will not use or divulge to any person or organisation any confidential information relating to the business of the Practice.

g. Retirement

In line with current legislation the Practice does not have an age where it expects employees to retire. It is however our policy to have regular workplace /appraisal

discussions with all our staff where they can discuss performance and any development needs they may have, as well as their future aims and aspirations. Staff and their managers can also use this opportunity to discuss retirement planning should the employee wish to do so.

You should ensure that you inform your line manager at least 6 months before you plan to retire to ensure all appropriate arrangements are made (e.g. sourcing a replacement, mobilising your pension etc.).

#### h. Garden Leave

If either you or the Business serves notice on the other to terminate your employment the Business may require you to take “garden leave” for all or part of the remaining period of your employment.

**NB During any period of garden leave you will continue to receive your full salary and any other contractual benefits.**

### 37. References

We will often be asked to provide references for staff who are leaving or have left our employ. The Practice has no legal obligation to provide a reference, references are at the discretion of the clinical director or practice manager.

## **Appendix 1 - Absence Management Policy**

### **1. AIM OF POLICY**

This policy is designed to assist the Company in effectively managing sickness-related and other staff absence. Through an effective Sickness and Absence Policy, the Company will be better positioned to identify any potentially unsafe work practices, any issues affecting employee morale and any other underlying problems employees may be facing.

Any period of unauthorised absence will be treated as a disciplinary matter

### **SICKNESS**

#### **2. Notification of sickness**

- 2.1 If an employee is unable to come to work for any reason, they must inform the Company by contacting their Line Manager by 7am if on an early shift or by 10am if on a late shift on the first day of absence.
- 2.2 Employees should speak to their line manager personally i.e. calls on the employee's behalf from a friend/partner/parent and texting or emailing the manager will only be acceptable in exceptional circumstances.
- 2.3 The employee should indicate the reason for their absence, its likely duration and when the illness started.
- 2.4 In the event that the employee's absence continues for a number of days or weeks, they must maintain daily contact with the Company, unless specifically agreed differently with their line manager or a practice manager. It is essential that they keep the Company informed of the reasons for their ongoing absence and the date when they expect to be able to return to work. In such cases the employee should specify how the Company can contact them if necessary, ideally leaving a landline number on which they can be contacted.

#### **3. Certification of sickness**

- 3.1 All periods of absence through sickness must be certified by the Company's sickness self-certification form. The completed form should indicate actual days of sickness, even if they include days when the employee would not normally have worked (e.g. weekends and public holidays).
- 3.2 For sickness absences of up to 7 calendar days (including non-working days), the self-certification form should be completed by the employee upon their return to work and handed to their manager.
- 3.3 For sickness absence of more than 7 calendar days (including non-

working days), the employee must also provide a medical certificate, also referred to as a 'fit note'. This will provide us with more information about your condition, and let us know whether your GP or medical provider considers that you are not 'fit for work', or 'may be fit for work taking account of the following advice'. Subsequent medical certificates must be produced as necessary to cover the total duration of the period of absence. As a minimum, employees should contact their manager on a weekly basis to provide an update on the injury or illness.

#### **4. Long-term and persistent absence**

- 4.1 The Company will treat as long-term absence any period of extensive absence due to serious or significant illness over a prolonged period. Persistent absence may consist of a series of unconnected short-term illnesses. Where the Company is of the opinion that a period of absence is long-term, it will inform the employee of such and:
  - 4.1.1 require that the employee keep in regular contact with the Company, at such intervals as agreed between the Company and the employee; and
  - 4.1.2 ensure that the employee is kept informed as to any possible threat to their employment.
- 4.2 The Company reserves the right to request a home visit where the illness is long-term. The purpose of the visit will be to discuss possibilities for a return to work and to discover whether the Company can assist in facilitating this.
- 4.3 The Company will treat as persistent absence a series of unconnected short-term illnesses.
- 4.4 It may be necessary in incidences of long-term or persistent absence to treat the matter as an issue of capability or conduct. In such circumstances the Company will:
  - 4.4.1 investigate the absence through "Return to Work Interviews" and the obtaining of medical reports;
  - 4.4.2 set time limits on the assessment of the employee and keep him or her informed of such;
  - 4.4.3 consider adjustments to the job in order to facilitate a return to work or to allow the employee to do their job more easily, for example the implementation of flexible working arrangements;
  - 4.4.4 consider whether the illness amounts to a disability. Where it is found to do so the employee shall fall under the scope of the Company's Equal Opportunities Policy and the Company shall make such reasonable adjustments as are necessary; and

- 4.4.5 keep the employee informed in all the circumstance of any threat to their employment.
- 4.5 Where the Company requires medical reports relating to an absence it will either:
  - 4.5.1 request that the employee undergo an independent medical examination with an Occupational Health or other medical professional; or
  - 4.5.2 obtain a report from the employee's doctor, subject to employee consent.

In either case the employee may refuse to attend or refuse to consent to the release of a medical report, or request that corrections are made. Employees are reminded however that any decision regarding their future which could result in dismissal will be taken on the basis of the information available to the Company.

- 4.6 The Company will hold all medical reports and related information obtained under Clause 4.5 as private and confidential.
- 4.7 The Company stresses that dismissal will only ever be taken as a last resort. Where however the absence is found to be a matter of misconduct, the employee will be subject to the Company's Disciplinary Procedure.

## **5. Sickness which occurs whilst the employee is on holiday**

- 5.1 Where an employee is incapacitated through sickness or injury during any period of pre-booked holiday (whether in whole or in part), the Company will, subject to the correct notification and certification, allow the employee to transfer to sick leave and take replacement holiday at a later date. This policy is subject to the following conditions, which will be strictly applied:
  - 5.1.1 The rules on certification of illness set out in 3.2 and 3.3 must be followed.
  - 5.1.2 The employee must contact the Company (in person and by telephone if possible) as soon as they know that there will be a period of incapacity during the holiday; and
  - 5.1.3 The employee must confirm in writing to their line manager no later than 5 days after returning to work how much of the holiday period was affected by sickness or injury and the amount of leave that the employee wishes to take at another time. Medical evidence in accordance with clause 3.3 should be provided at the same time.
- 5.2 Any requests for replacement holiday must be made in accordance with

the Company's holiday policy and the employee should try to take the replacement holiday in the holiday year in which it was accrued. Where this is not possible, the Company will allow the employee to carry forward the leave into the next holiday year.

- 5.3 The Company may require the employee to take all or part of their replacement holiday on particular days to be specified by the Company.

## **6. Return to Work Interviews**

After any period of absence the employee will be required to attend a return to work interview with the practice manager in order to:

- 6.1 ensure the employee's fitness to return to work;
- 6.2 identify the reason for absence
- 6.3 agree any necessary actions required to facilitate the employee's return to work;
- 6.4 ensure the proper certificates have been completed/obtained in respect of the entire period of absence; and
- 6.5 discuss any problems that may exist.

At the return to work interview, employees may be set reasonable targets and time limits for an improvement in attendance. A failure to improve may result in disciplinary action.

## **SICK PAY**

### **7. Statutory Sick Pay ("SSP")**

- 7.1 In order to be eligible for SSP, employees must be ill for four days or longer (this can include weekends and bank holidays), and must have average weekly earnings equal to or more than the lower earnings limit. Please see relevant government websites such as HMRC, Business Link and Directgov for details of the current lower earnings limit.
- 7.2 Employees must use the company's sickness self-certification form and/ or produce a medical certificate to provide the Company with details of their illness.
- 7.3 The present weekly SSP rate can be found on relevant government websites such as HMRC and gov.uk. It is payable for a maximum of 28 weeks in any period of incapacity for work.
- 7.4 The Company will record all details of SSP payments made to employees in conjunction with legal requirements.
- 7.5 Where the Company is not required to pay SSP or SSP comes to an end, the Company will provide the employee with Form SSP1 to



support the employee's claim for Employment and Support Allowance.

## **8. Company Sick Pay (“CSP”)**

- 8.1 CSP is not paid to an individual. Only SSP will be paid unless an individual's contract of employment states otherwise.
- 8.2 Where the Company makes full payment in times of illness or injury, this includes any entitlement to statutory sick pay (SSP).
- 8.3 The employee will forfeit any entitlement to CSP if:
  - 8.3.1 They fail to comply with notification and certification requirements;
  - 8.3.2 They make or produce any misleading or untrue statement or document concerning their fitness to work;
  - 8.3.3 Their incapacity has been caused by participation in dangerous sports or activities.

## **OTHER ABSENCE**

### **9. Jury Service**

- 9.1 Any employee called for jury service should inform their manager as soon as possible and provide us with a copy of the letter you have received requiring you to attend for jury service.
- 9.2 While we will, of course, allow you to be absent for jury service, we reserve the right to request you delay your jury service if your absence will have a serious impact on the business.
- 9.3 Employees called for jury service will not be paid by the Company for the period of their absence. Employees should instead claim all available allowances from the Court. On completion of jury service we can assist you in completing a Certificate of Loss of Earnings, which you will have received with your letter confirming your jury service.

### **10. Public Duties**

- 10.1 The Company is legally obliged to permit any employee time off to complete their public duties including, but not limited to, magistrate or school governor duties. The employee should inform their Manager of their duties, meetings or rotas as soon as possible in order to allow the Company time to plan for their absence.
- 10.2 Employees carrying out public duties will not receive pay for time off taken to complete their duties.

## **11. Time off for Dependents, Maternity, Paternity, Parental and Adoption Leave**

- 11.1 Time off for dependants, maternity, paternity, parental and adoption leave are all dealt with in their respective policy documents, available in the Employee Handbook.
- 11.2 If employees are uncertain about any other type of absence they must ask for advice from their Manager. Other types of absence may be covered by separate company policies and procedures and/or by statutory rights.

## **12. Trade Union**

- 12.1 The Company is legally obliged to allow employees reasonable time off to carry out their trade union duties.

## **13. MONITORING**

- 13.1 The Company will monitor and record levels of absence and reasons for absence in order to help identify abuse of this policy, which places additional stress on colleagues. Further the Company will be better positioned to identify unsatisfactory work practices and to distinguish between different types of absence.
- 13.2 The Company will obtain consent from each employee in their Contract of employment to comply with the relevant Data Protection legislation.
- 13.3 All information gathered through absence monitoring under this Policy will be held and treated in confidence.
- 13.4 Any of the following will trigger a formal review meeting with the Practice Manager or Clinical Director, who will decide what, if any, further action is required:
- Three or more periods of absence in any 12 month period
  - Regular absence on certain days
  - Any patterns of absence which cause the manager concern

## Appendix 2: Data Protection Policy

### Brentknoll Veterinary Practice Ltd Data Protection Policy for Employees, Workers, Locums and Consultants

#### 1 Overview

- 1.1 The Practice takes the security and privacy of your data seriously. We need to gather and use information or 'data' about you as part of our business and to manage our relationship with you. We intend to comply with our legal obligations under the **Data Protection Act 2018** (the '2018 Act') and the **EU General Data Protection Regulation** ('GDPR') in respect of data privacy and security. We have a duty to notify you of the information contained in this policy.
- 1.2 This policy applies to current and former employees, workers, locums, students, volunteers, apprentices and consultants. If you fall into one of these categories then you are a '**data subject**' for the purposes of this policy. You should read this policy alongside your contract of employment (or contract for services) and any other notice we issue to you from time to time in relation to your data.
- 1.3 The Practice has privacy policy in place in place.
- 1.4 The Practice has measures in place to protect the security of your data as set out in Schedule 1 to this policy.
- 1.5 We will only hold data for as long as necessary for the purposes for which we collected it. We set out guidelines of how long data will be held in the Schedule 2 to this policy.
- 1.6 The Practice is a '**data controller**' for the purposes of your personal data. This means that we determine the purpose and means of the processing of your personal data.
- 1.7 This policy explains how the Practice will hold and process your information. It explains your rights as a data subject. It also explains your obligations when obtaining, handling, processing or storing personal data in the course of working for, or on behalf of, the Practice.
- 1.8 This policy does not form part of your contract of employment (or contract for services if relevant) and can be amended by the Practice at any time. It is intended that this policy is fully compliant with the 2018 Act and the GDPR. If any conflict arises between those laws and this policy, the Practice intends to comply with the 2018 Act and the GDPR.

## 2 Data Protection Principles

2.1 Personal data must be processed in accordance with six '**Data Protection Principles**.' It must:

- be processed fairly, lawfully and transparently;
- be collected and processed only for specified, explicit and legitimate purposes;
- be adequate, relevant and limited to what is necessary for the purposes for which it is processed;
- be accurate and kept up to date. Any inaccurate data must be deleted or rectified without delay;
- not be kept for longer than is necessary for the purposes for which it is processed; and
- be processed securely.

We are accountable for these principles and must be able to show that we are compliant.

## 3 How we define personal data

3.1 '**Personal data**' means information which relates to a living person who can be **identified** from that data (a '**data subject**') on its own, or when taken together with other information which is likely to come into our possession. It includes any expression of opinion about the person and an indication of the intentions of us or others, in respect of that person. It does not include anonymised data.

3.2 This policy applies to all personal data whether it is stored electronically, on paper or on other materials.

3.3 This personal data might be provided to us by you, or someone else (such as a former employer, your doctor, or a credit reference agency), or it could be created by us. It could be provided or created during the recruitment process or during the course of the contract of employment (or services) or after its termination. It could be created by your manager or other colleagues.

3.4 We will collect and use the following types of personal data about you:

- recruitment information such as your application form and CV, references, qualifications and membership of any professional bodies and details of any pre-employment assessments;
- your contact details and date of birth;

- the contact details for your emergency contacts;
- your gender;
- your marital status and family details;
- information about your contract of employment (or services) including start and end dates of employment, role and location, working hours, details of promotion, salary (including details of previous remuneration), pension, benefits and holiday entitlement;
- your bank details and information in relation to your tax status including your national insurance number;
- your identification documents including passport and driving licence and information in relation to your immigration status and right to work for us;
- information relating to disciplinary or grievance investigations and proceedings involving you (whether or not you were the main subject of those proceedings);
- information relating to your performance and behaviour at work;
- training records;
- electronic information in relation to your use of IT systems/swipe cards/telephone systems;
- your images (whether captured on CCTV, by photograph or video);
- any other category of personal data which we may notify you of from time to time.

#### **4 How we define special categories of personal data**

4.1 **'Special categories of personal data'** are types of personal data consisting of information as to:

- your racial or ethnic origin;
- your political opinions;
- your religious or philosophical beliefs;

- your trade union membership;
- your genetic or biometric data;
- your health;
- your sex life and sexual orientation; and
- any criminal convictions and offences.

We may hold and use any of these special categories of your personal data in accordance with the law.

## 5 How we define processing

5.1 **‘Processing’** means any operation which is performed on personal data such as:

- collection, recording, organisation, structuring or storage;
- adaption or alteration;
- retrieval, consultation or use;
- disclosure by transmission, dissemination or otherwise making available;
- alignment or combination; and
- restriction, destruction or erasure.

This includes processing personal data which forms part of a filing system and any automated processing.

## 6 How will we process your personal data?

6.1 The Practice will process your personal data (including special categories of personal data) in accordance with our obligations under the 2018 Act.

6.2 We will use your personal data for:

- performing the contract of employment (or services) between us;
- complying with any legal obligation; or

- if it is necessary for our legitimate interests (or for the legitimate interests of someone else). However, we can only do this if your interests and rights do not override ours (or theirs). You have the right to challenge our legitimate interests and request that we stop this processing. See details of your rights in section 12 below.

We can process your personal data for these purposes without your knowledge or consent. We will not use your personal data for an unrelated purpose without telling you about it and the legal basis that we intend to rely on for processing it.

If you choose not to provide us with certain personal data you should be aware that we may not be able to carry out certain parts of the contract between us. For example, if you do not provide us with your bank account details we may not be able to pay you. It might also stop us from complying with certain legal obligations and duties which we have such as to pay the right amount of tax to HMRC or to make reasonable adjustments in relation to any disability you may suffer from.

## **7 Examples of when we might process your personal data**

7.1 We have to process your personal data in various situations during your recruitment, employment (or engagement) and even following termination of your employment (or engagement).

7.2 For example (and see section 7.6 below for the meaning of the asterisks):

- to decide whether to employ (or engage) you;
- to decide how much to pay you, and the other terms of your contract with us;
- to check you have the legal right to work for us;
- to carry out the contract between us including where relevant, its termination;
- training you and reviewing your performance\*;
- to decide whether to promote you;
- to decide whether and how to manage your performance, absence or conduct\*;

- to carry out a disciplinary or grievance investigation or procedure in relation to you or someone else;
- to determine whether we need to make reasonable adjustments to your workplace or role because of your disability\*;
- to monitor diversity and equal opportunities\*;
- to monitor and protect the security (including network security) of the Practice, of you, our other staff, customers and others;
- to monitor and protect the health and safety of you, our other staff, customers and third parties\*;
- to pay you and provide pension and other benefits in accordance with the contract between us\*;
- paying tax and national insurance;
- to provide a reference upon request from another employer;
- to pay trade union subscriptions\*;
- monitoring compliance by you, us and others with our policies and our contractual obligations\*;
- to comply with employment law, immigration law, health and safety law, tax law and other laws which affect us\*;
- to answer questions from insurers in respect of any insurance policies which relate to you\*;
- running our business and planning for the future;
- the prevention and detection of fraud or other criminal offences;
- to defend the Practice in respect of any investigation or litigation and to comply with any court or tribunal orders for disclosure\*;
- for any other reason which we may notify you of from time to time.

7.3 We will only process special categories of your personal data (see above) in certain situations in accordance with the law. For example, we can do so if we have your explicit consent. If we asked for your consent to process a special category of personal data then we would explain the reasons for our request.



You do not need to consent and can withdraw consent later if you choose by contacting the practice manager.

7.4 We do not need your consent to process special categories of your personal data when we are processing it for the following purposes, which we may do:

- where it is necessary for carrying out rights and obligations under employment law;
- where it is necessary to protect your vital interests or those of another person where you/they are physically or legally incapable of giving consent;
- where you have made the data public;
- where processing is necessary for the establishment, exercise or defence of legal claims; and
- where processing is necessary for the purposes of occupational medicine or for the assessment of your working capacity.

7.5 We might process special categories of your personal data for the purposes in paragraph 7.2 above which have an asterisk beside them. In particular, we will use information in relation to:

- your race, ethnic origin, religion, sexual orientation or gender to monitor equal opportunities;
- your sickness absence, health and medical conditions to monitor your absence, assess your fitness for work, to pay you benefits, to comply with our legal obligations under employment law including to make reasonable adjustments and to look after your health and safety; and
- your trade union membership to pay any subscriptions and to comply with our legal obligations in respect of trade union members.

7.6 We do not take automated decisions about you using your personal data or use profiling in relation to you.

## 8 Sharing your personal data

- 8.1 Sometimes we might share your personal data with group companies or our contractors and agents to carry out our obligations under our contract with you or for our legitimate interests.
- 8.2 We require those companies to keep your personal data confidential and secure and to protect it in accordance with the law and our policies. They are only permitted to process your data for the lawful purpose for which it has been shared and in accordance with our instructions.
- 8.3 We do not send your personal data outside the European Economic Area. If this changes you will be notified of this and the protections which are in place to protect the security of your data will be explained.

## 9 How should you process personal data for the Practice?

- 9.1 Everyone who works for, or on behalf of, the Practice has some responsibility for ensuring data is collected, stored and handled appropriately, in line with this policy.
- 9.2 The Practice's Data Protection Officer/Data Protection Manager (**Practice Manager**) is responsible for reviewing this policy and updating the Board of Directors on the Practice's data protection responsibilities and any risks in relation to the processing of data. You should direct any questions in relation to this policy or data protection to this person.
- 9.3 You should only access personal data covered by this policy if you need it for the work you do for, or on behalf of the Practice and only if you are authorised to do so. You should only use the data for the specified lawful purpose for which it was obtained.
- 9.4 You should not share personal data informally.
- 9.5 You should keep personal data secure and not share it with unauthorised people.
- 9.6 You should regularly review and update personal data which you have to deal with for work. This includes telling us if your own contact details change.
- 9.7 You should not make unnecessary copies of personal data and should keep and dispose of any copies securely.
- 9.8 You should use strong passwords.

- 9.9 You should lock your computer screens when not at your desk.
- 9.10 [Personal data will be password protected before being transferred electronically to authorised external contacts. ]
- 9.11 Consider anonymising data or using separate keys/codes so that the data subject cannot be identified.
- 9.12 Do not save personal data to your own personal computers or other devices.
- 9.13 Personal data should never be transferred outside the European Economic Area except in compliance with the law and authorisation of the Data Protection Officer, the practice manager.
- 9.14 You should lock drawers and filing cabinets. Do not leave paper with personal data lying about.
- 9.15 You should not take personal data away from Practice's premises without authorisation from your line manager or Data Protection Officer.
- 9.16 Personal data should be shredded and disposed of securely when you have finished with it.
- 9.17 You should ask for help from our Data Protection Officer/Data Protection Manager if you are unsure about data protection or if you notice any areas of data protection or security we can improve upon.
- 9.18 Any deliberate or negligent breach of this policy by you may result in disciplinary action being taken against you in accordance with our disciplinary procedure.
- 9.19 It is a criminal offence to conceal or destroy personal data which is part of a subject access request (see below). This conduct would also amount to gross misconduct under our disciplinary procedure, which could result in your dismissal.

## **10 How to deal with data breaches**

- 10.1 We have robust measures in place to minimise and prevent data breaches from taking place. Should a breach of personal data occur (whether in respect of you or someone else) then we must take notes and keep evidence of that breach. If the breach is likely to result in a risk to the rights and freedoms of individuals then we must also notify the Information Commissioner's Office within 72 hours.

- 10.2 If you are aware of a data breach you must contact practice manager immediately and keep any evidence you have in relation to the breach.

## **11 Subject access requests**

- 11.1 Data subjects can make a '**subject access request**' ('SAR') to find out the information we hold about them. This request may be made verbally or in writing, including by email. If you receive such a request you should forward it immediately to the Data Protection Officer/Data Protection Manager who will coordinate a response.
- 11.2 If you would like to make a SAR in relation to your own personal data you should make this to the Data Protection Officer/Practice manager. We must respond within one month unless the request is complex or numerous requests are made in which case the period in which we must respond can be extended by a further two months.
- 11.3 There is no fee for making a SAR. However, if your request is manifestly unfounded or excessive we may charge a reasonable administrative fee or refuse to respond to your request.

## **12 Your data subject rights**

- 12.1 You have the right to information about what personal data we process, how and on what basis as set out in this policy.
- 12.2 You have the right to access your own personal data by way of a subject access request (see above).
- 12.3 You can correct any inaccuracies in your personal data. To do you should contact the practice manager.
- 12.4 You have the right to request that we erase your personal data where we were not entitled under the law to process it or it is no longer necessary to process it for the purpose it was collected. To do so you should contact practice manager.
- 12.5 While you are requesting that your personal data is corrected or erased or are contesting the lawfulness of our processing, you can apply for its use to be restricted while the application is made. To do so you should contact the practice manager.

- 12.6 You have the right to object to data processing where we are relying on a legitimate interest to do so and you think that your rights and interests outweigh our own and you wish us to stop.
- 12.7 You have the right to object if we process your personal data for the purposes of direct marketing.
- 12.8 You have the right to receive a copy of your personal data and to transfer your personal data to another data controller. We will not charge for this and will in most cases aim to do this within one month.
- 12.9 With some exceptions, you have the right not to be subjected to automated decision-making.
- 12.10 You have the right to be notified of a data security breach concerning your personal data.
- 12.11 In most situations we will not rely on your consent as a lawful ground to process your data. If we do however request your consent to the processing of your personal data for a specific purpose, you have the right not to consent or to withdraw your consent later. To withdraw your consent, you should contact the practice manager.
- 12.12 You have the right to complain to the Information Commissioner. You can do this by contacting the Information Commissioner's Office directly. Full contact details including a helpline number can be found on the Information Commissioner's Office website ([www.ico.org.uk](http://www.ico.org.uk)). This website has further information on your rights and our obligations.

## Schedule 1 to the Data Protection Policy

### Data Security

The Practice will take all reasonable steps to ensure that personal data is held in a secure way. These steps include:

- Ensuring that your data will only be accessed by those that need to do so, such as the Practice Manager.
- Paper records and files will be kept in a secure location such as a locked filing cabinet. Access to the filing cabinets will be restricted to the practice manager and/or directors as appropriate.
- Particular care will be taken with special category data to ensure that it is only viewed those that need to be aware of it, or whom you have agreed should be made aware of it.
- Paper records and files will be reviewed regularly so that out of date material can be removed and destroyed and the information can be updated as appropriate.
- Paper records and files which are no longer required will be destroyed in a secure way by shredding or other appropriate means of disposal.
- Electronic records will be kept in secure files which are password protected as necessary.
- Computers should be protected by login/password with access to personal data restricted to those who need to have access by the use of specific user privileges.
- The IT system will have an appropriate system of back-up to ensure that data is not lost. Regular back-ups will take place, and checks will be made to ensure that back-ups are secure and effective.
- Data provided to third parties such as payroll will be transferred in a secure way. Data processors acting on behalf of the Practice will be required as part of the contract that we have with them to ensure that they hold and process data in a secure way and in compliance with the 2018 Act and the GDPR.
- Regular review of our data security provisions to test and evaluate the effectiveness of our technical and organisational measures.
- Training for staff at regular intervals to ensure that all staff know about data protection and data security and what to do in the event of a data breach.

## Schedule 2 to Data Protection Policy

### Data Retention

We do not hold personal data for longer than is necessary. When data is no longer required for the purpose for which it was collected or processed, we will either erase it or in some cases return it to the data subject. This schedule sets out guidelines for the length of time that we intend to hold personal data in particular circumstances. It is only a guide and is subject always to the overriding data principle that personal data should not be held longer than is necessary:

<b>Data</b>	<b>Time Period**</b>
Data sent by applicants for jobs	6 months after the recruitment process is completed
Right to work checks	Two years after employment has ended
General data relating to employees such as contracts, training records, annual leave records	6 years after the employment has terminated
Financial data (eg for tax or national insurance purposes)	6 years from the end of the relevant tax year
Details of hours worked/pay for NMW purposes	3 years from end of pay reference period to which they relate
Bank details	No longer than is necessary
Information about any reportable accident at work	Three years from date of incident
Data relating to any litigation	Until the litigation process is complete, and the time limits for any appeal have expired

**Appendix 3 - Confirmation of Receipt of Handbook Form for each individual employee to return having taken the Handbook away to read and returned it to the practice.**

Practice **Brentknoll Veterinary Centre Ltd**

<b>Name:</b>	
<b>Job Title:</b>	
<b>Place of Work:</b>	

I confirm I have received a copy of the Practice Staff Handbook and that I have read this and understood the contents.

I also confirm that I have sought clarification from the practice manager on any issues outlined in the Handbook which I am not clear about.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Please return this form duly completed and signed to the Practice Manager