



Employee Handbook

STELLAR
HEALTHCARE



Stellar Healthcare Limited

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WELCOME TO OUR TEAM

Introduction

We would like to wish you every success during your employment whether you recently joined us or whether you are an existing employee. We hope that your experience of working here will be positive and rewarding.

This Employee Handbook is designed both to introduce you to Stellar Healthcare and to be of continuing use during your employment. The policies contained within it do not form part of any contract of employment and we may amend them at any time so it's important to also refer to the policies on the shared drive which will always contain the most up to date information

We ask that you study carefully the contents of this Employee Handbook as, in addition to setting out our rules and regulations, it also contains information on some of the employee benefits that may be available to you and policies and procedures relating to your employment. General amendments to the Employee Handbook will be issued from time to time to ensure that its provisions continue to meet our legal obligations and reflect best practice.

Anna Beeston- Director of Quality and Clinical Effectiveness has overall responsibility for this Staff Handbook and for ensuring that its policies and procedures comply with our legal obligations.

If you require any clarification or additional information, please refer to your Line Manager.

Please note that we provide equal opportunities and are committed to the principle of equality in accordance with legislative provisions. We expect your support in implementing these policies. We will not condone any unlawful discriminatory act or attitude in the course of your employment or in your dealings with our patients, suppliers, contract workers, members of the public or with fellow employees. Acts of unlawful discrimination, harassment or victimisation will result in disciplinary action.

PERSONAL DATA

Whenever we process personal data about you in connection with our policies, we will process it in accordance with our Data Protection Policy. We will only process your personal data if we have a lawful basis for doing so. We will notify you of the purpose or purposes for which we use it. Please see the [Privacy Notice](#) in this handbook for further information.



Joining Our Organisation

INDUCTION

At the start of your employment with our Organisation you will be required to attend an induction session with your line manager or one of your colleagues, during which your role and procedures (including Health and Safety) will be explained to you.

JOB FLEXIBILITY

During holiday periods, etc. it may be necessary for you to take over some duties normally performed by colleagues. This flexibility is essential for operational efficiency as the type and volume of work is always subject to change.

STAFF APPRAISAL SCHEME

We have a staff appraisal scheme in place for the purpose of monitoring staff performance levels with a view to maximising the effectiveness of individuals, details of which are available separately.

MOBILITY

It is a condition of your employment that you are prepared, whenever applicable, to transfer to any other of our sites within reasonable travelling distance. This mobility is essential to the smooth running of our Organisation.

IMMUNISATION

Dependent upon your position, it may be a condition of your employment that you are fully immunised against Hepatitis B. We also recommend that, where necessary, you are immunised against Polio, Tetanus, T.B, Diphtheria, Pertussis and Rubella unless medical advice dictates to the contrary.

It is your responsibility to ensure that vaccinations are updated at the recommended intervals. You must also keep a dated record of vaccination and produce it whenever requested.

If it is a condition of your employment that you are vaccinated against specified diseases/illnesses, failure to keep vaccinations up to date may, if we are unable to provide suitable alternative employment, lead to the termination of your employment.

OTHER POLICIES AND PROCEDURES

Copies of all policies and procedures are available on the shared drive or on request from the office.

DISCLOSURE AND BARRING CERTIFICATE(S)

Your initial employment will be conditional upon the provision of a satisfactory Disclosure and Barring Certificate of a level appropriate to your post. You may be required to undertake subsequent criminal record checks from time to time during your employment as deemed appropriate by the Organisation. In the event that such certificates are not supplied, your employment with us will be terminated. Data collected about criminal

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convictions will be processed in line with the Data Protection Act. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

CONVICTIONS AND OFFENCES

During your employment, you are required to immediately report to the Organisation any convictions or offences with which you are charged, including traffic offences. Data collected about criminal convictions will be processed in line with the Data Protection Act. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

POLICY STATEMENT ON THE SECURE STORAGE, HANDLING, USE, RETENTION AND DISPOSAL OF DISCLOSURES AND DISCLOSURE INFORMATION

As an organisation we use the Disclosure and Barring Service (DBS) to help assess the suitability of applicants for positions of trust. We comply fully with the Disclosure and Barring Service Code of Practice regarding the correct handling, use, storage, retention and disposal of disclosures and disclosure information. We also comply fully with our obligations under the Data Protection Act.

Disclosure information is never kept in an applicant's personnel file. It is always kept separately and securely with access strictly controlled and limited to those who are authorised to see it as part of their duties in accordance with Section 124 of the Police Act 1997.

We maintain a record of all those to whom disclosures and disclosure information has been revealed and we recognise that it is a criminal offence to pass the information to anyone who is not entitled to receive it.

Disclosure information is only used for the specific purpose for which it was requested and for which the applicant's full consent has been given.

Once a recruitment (or other relevant) decision has been made, we do not keep disclosure information for any longer than is necessary in order to allow for the consideration and resolution of any disputes or complaints. Where appropriate, the Disclosure and Barring Service will be consulted, and full consideration will be given to the data protection and human rights of the individual.

Once the retention period has elapsed, we will ensure that any disclosure information is immediately destroyed by secure means, i.e. by shredding. While awaiting destruction, disclosure information will not be kept in any insecure receptacle (eg confidential waste sack). We will not keep any photocopy or other image of the disclosure or any copy or representation of the contents of the disclosure. However, we may keep a record of the date of issue of the disclosure, the name of the subject, the type of disclosure requested, the post for which the disclosure was requested, the unique reference number of the disclosure and the details of the recruitment (or other relevant) decision taken.



Pay, Hours and Overtime

A) ADMINISTRATION

1) Payment

Your salary is specified in your contract of employment. Employees are paid monthly for hours / shifts worked in the previous month and ad hoc workers are paid monthly in arrears.

Every employee and worker will have access to an itemised pay statement via our payroll portal, showing details of pay and statutory deductions. Any queries in respect of payments should be raised with your Line Manager.

Pay is normally reviewed annually, and any increase is at our discretion. The review does not imply an automatic increase in salary.

2) Overpayments

It is the responsibility of every employee to notify their Line Manager immediately if an incorrect payment has been made.

If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment but if this would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period.

3) Lateness / Absenteeism

You must attend for work punctually at the specified time(s) and you are required to comply strictly with any time recording procedures within the Organisation.

All absences must be notified in accordance with the sickness reporting procedures laid down in this Employee Handbook.

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

4) Pension Scheme

We operate the NHS contributory pension scheme into which you will be auto-enrolled (subject to the conditions of the scheme). The scheme enables you to save for your retirement using your own money, together with tax relief and contributions from the Organisation.

5) Shortage of Work

In the event that the Company is faced with a shortage of work, or is unable to provide you with work for any other reason, then you agree that the Company may temporarily:



- place you on short-time working, in which case you will be paid for those hours worked; or
- lay you off from work, in which case you will be paid in accordance with the statutory guarantee pay provisions in place at that time; or
- designate you as a furloughed (or similar) worker, in accordance with the terms of any Government furlough (or similar) scheme in place from time to time, in which case during such period, if required, you agree to a reduction in your hours or will cease to carry out any work for the Company. (For this purpose you agree that the Company may adjust your hours, salary and benefits by an appropriate amount to reflect the needs of the business at that time and ensure that it receives reimbursement of salary and benefits under the said scheme to the fullest extent possible).

The entirety of this section entitled "Shortage of work" forms part of your contractual terms and conditions.

Holiday Entitlement and Conditions

A) ANNUAL HOLIDAYS

- 1) Our holiday year runs from 1st January to 31st December.
- 2) Your annual holiday entitlement is shown in your offer letter and contract
- 3) If you are an irregular hours worker your holiday may be calculated in hours and accrue at the rate of 12.07% of hours worked. It will also accrue during periods of sick leave and statutory leave (maternity, paternity, adoption, parental, shared parental and parental bereavement leave) based on your past average working hours.
- 4) It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. We permit a maximum of 2 days' holidays to be carried forward and no payment in lieu will be made in respect of untaken holidays other than in the event of termination of your employment.
- 5) You must complete an electronic holiday request form and have it authorised by your Line Manager before you make any firm holiday arrangements.
- 6) Holiday dates will normally be allocated on a "first come - first served" basis whilst ensuring that operational efficiency and appropriate staffing levels are maintained throughout the year.
- 7) You should give at least four weeks' notice of your intention to take holidays of a week or more and one week's notice is required for odd single days.
- 8) You may not normally take more than two working weeks consecutively.
- 9) Your holiday pay will be at your normal basic pay



B) PUBLIC/BANK HOLIDAYS

Your entitlement to public/bank holidays is 60 hours per annum pro-rata

RECLAIMING HOLIDAY AFFECTED BY SICKNESS

If you are sick or injured during a period of holiday, and would have been unfit for work, or you have been signed off work before starting a period of pre-arranged holiday, you may choose to reclaim the affected days of holiday and treat them as sick leave. The reclaimed days of holiday may then be taken at another time.

Company sick pay will only be paid if you comply with our Sickness Absence Policy, including notifying your line manager immediately of your incapacity and obtaining medical evidence, even if you are abroad. Dishonest claims or other abuse of this policy will be treated as misconduct.

Sickness and Incapacity to work

Company sick pay will only be paid if you comply with our Sickness Absence Policy, including notifying your line manager immediately of your incapacity and obtaining medical evidence, even if you are abroad. Dishonest claims or other abuse of this policy will be treated as misconduct.

SICKNESS POLICY

A) NOTIFICATION OF INCAPACITY FOR WORK

- 1) You must notify us by telephone on the first day of incapacity at the earliest possible opportunity and by no later than one hour before you are due to start work. Text messages and e-mails are not an acceptable method of notification. Other than in exceptional circumstances notification should be made personally to your Line Manager.
- 2) You should try to give some indication of your expected return date and notify us as soon as possible if this date changes. The notification procedures should be followed on each day of absence unless you are covered by a medical certificate.

B) EVIDENCE OF INCAPACITY

- 1) Medical certificates are not issued for short-term incapacity. In these cases of incapacity (up to and including seven calendar days) you must sign a self-certification absence form on your return to work.
- 2) If your sickness has been (or you know that it will be) for longer than seven days (whether or not they are working days) you should see your doctor and make sure he/she gives you a medical certificate and forward this to us without delay.



- 3) If your eligible healthcare professional provides a certificate stating that you "may be fit for work" you must inform your manager immediately. We will hold a discussion with you about how to facilitate your return to work, taking account of your healthcare professional's advice. If appropriate measures cannot be taken, you will remain on sick leave and we will set a date for review

C) PAYMENTS

- 1) You may be entitled to Statutory Sick Pay (SSP) if you satisfy the relevant statutory requirements. Qualifying days for SSP are Monday to Friday, or as set out in your employment contract. The rate of SSP is set by the government in April each year. No SSP is payable for the first three consecutive days of absence. It starts on the fourth day of absence and may be payable for up to 28 weeks.
- 2) We have a contractual sick/injury pay scheme (inclusive of SSP) which, on completion of three months' service, provides payment during periods of certificated sickness of up to four working weeks' in any twelve-month period unless detailed otherwise in your contract. On satisfactory completion of five years' service, this entitlement will increase by one working week for each year of service to a maximum of thirteen working weeks. This does not affect any entitlement you may have to receive SSP for the same periods of sickness absence, although any sick pay you receive from the Company shall be inclusive of any SSP due to you.
- 3) When this entitlement is exhausted, you will not qualify for Company sick pay until you have returned to work and worked for a total of 52 weeks, although this does not affect any entitlement you may have to receive further SPP.

D) RETURN TO WORK

- 1) Upon returning to work after any period of sickness/injury absence, you may be required to attend a "return to work" interview to discuss the state of your health and fitness for work. Information arising from such an interview will be treated with strictest confidence. The purposes of this interview may include:
 - a) ensuring you are fit to work and agreeing any actions necessary to facilitate your return
 - b) confirming you have submitted the necessary certificates
 - c) updating you on anything that may have happened during your absence
 - d) raising any other concerns regarding your absence record or your return to work.

E) LONG-TERM OR PERSISTENT ABSENCE

- 1) The following paragraphs set out our procedure for dealing with long-term absence or where your level or frequency of short-term absence has given us cause for concern. The purpose of the procedure is to investigate and discuss the reasons for your absence, whether it is likely to continue or recur, and whether there are any measures that could improve your health and/or attendance. We may decide that medical evidence, or further medical evidence, is required before deciding on a course of action.



- 2) Meetings will be conducted by your line manager.
- 3) If you cannot attend at the time specified you should let us know as soon as possible and we will try, within reason, to agree an alternative time.
- 4) If you have a disability, we will consider whether reasonable adjustments may need to be made to the sickness absence meetings procedure, or to your role or working arrangements.

F) MEDICAL EXAMINATIONS

- 1) We may ask you to attend a medical examination by a doctor or occupational health professional or other specialist nominated by us (at our expense).

You will be asked to agree that any medical report produced, may be disclosed to us and that we may discuss the contents of the report with the specialist and with our advisers. All medical reports will be kept confidential and held in accordance with our Data Protection Policy.

INITIAL SICKNESS ABSENCE MEETING

- 1) The purposes of a sickness absence meeting or meetings will be to discuss the reasons for your absence, how long it is likely to continue, whether it is likely to recur, whether to obtain a medical report, and whether there are any measures that could improve your health and/or attendance.
- 2) In cases of long-term absence, we may seek to agree a return-to-work programme, possibly on a phased basis.
- 3) In cases of short-term, intermittent absence, we may set a target for improved attendance within a certain timescale.

G) IF MATTERS DO NOT IMPROVE

If, after a reasonable time, you have not been able to return to work or if your attendance has not improved within the agreed timescale, we will hold a further meeting or meetings. We will seek to establish whether the situation is likely to change, and may consider redeployment opportunities at that stage. If it is considered unlikely that you will return to work or that your attendance will improve within a short time, we may give you a written warning that you are at risk of dismissal. We may also set a further date for review.

H) FINAL SICKNESS ABSENCE MEETING

Where you have been warned that you are at risk of dismissal, and the situation has not changed significantly, we will hold a meeting to consider the possible termination of your employment. Before we make a decision, we will consider any matters you wish to raise and whether there have been any changes since the last meeting.



I) APPEALS

- 1) You may appeal against the outcome of any stage of this procedure. If you wish to appeal you should set out your appeal in writing to Director of Quality and Clinical Effectiveness, stating your grounds of appeal, within one week of the date on which the decision was sent or given to you
- 2) If you are appealing against a decision to dismiss you, we will hold an appeal meeting, normally within two weeks of receiving the appeal. This will be dealt with impartially and, where possible, by a more senior manager who has not previously been involved in the case.
- 3) We will confirm our final decision in writing, usually within one week of the appeal hearing. There is no further right of appeal.

The date that any dismissal takes effect will not be delayed pending the outcome of an appeal. However, if the appeal is successful, the decision to dismiss will be revoked with no loss of continuity or pay.

Maternity Policy

ANTENATAL CARE

- 1) Employees and agency workers, have the right to take 'reasonable' paid time off work for antenatal appointments. This includes travel to their clinic or their GP, and is without loss of pay.
- 2) If you are an agency worker, you only have the above right once you have worked in the same role with us for at least 12 continuous weeks (which may include more than one assignment).
- 3) We may ask to see your appointment card or a certificate from the doctor, midwife or health visitor stating you are pregnant to verify the request unless it is the first appointment.

MATERNITY LEAVE

A) MATERNITY ENTITLEMENT

- 1) All employees are entitled to up to 52 weeks' maternity leave, consisting of 26 weeks' ordinary maternity leave (OML) and 26 weeks' additional maternity leave (AML).
- 2) You are entitled to maternity leave in accordance with this policy if your child is stillborn after 24 weeks of pregnancy or born alive at any stage of pregnancy but does not survive (neonatal loss). If eligible, you will also be entitled to maternity pay.

B) NOTIFICATION



- 3) Please inform us as soon as possible that you are pregnant. This is important as there may be health and safety considerations.
- 4) Before the end of the fifteenth week before the week that you expect to give birth (Qualifying Week), or as soon as reasonably practical afterwards, you must tell us:
 - a) the week in which your doctor or midwife expects you to give birth (Expected Week of Childbirth); and
 - b) the date on which you would like to start your maternity leave (Intended Start Date).
- 5) We will write to you within 28 days to tell you the date we will expect you to return to work if you take your full maternity leave entitlement (Expected Return Date).
- 6) Once you receive a certificate from a doctor or midwife confirming your Expected Week of Childbirth (MATB1), you must provide us with a copy.

C) STARTING MATERNITY LEAVE

- 1) The earliest you can start maternity leave is 11 weeks before the Expected Week of Childbirth (unless your child is born prematurely before that date)
- 2) If you want to change your Intended Start Date, please tell us in writing. You should give us as much notice as you can, but wherever possible you must tell us at least 28 days before the original Intended Start Date (or the new start date if you are bringing the date forward). We will then write to you within 28 days to tell you your new Expected Return Date.
- 3) Your maternity leave should normally start on the Intended Start Date. However, it may start earlier if you give birth before your Intended Start Date, or if you are absent for a pregnancy-related reason in the last four weeks before your Expected Week of Childbirth. In either of those cases, maternity leave will start on the following day.
- 4) Shortly before your maternity leave is due to start, we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave.
- 5) The law says that we cannot allow you to work during the two weeks following childbirth.

D) MATERNITY PAY

- a. Statutory maternity pay (SMP) is payable for up to 39 weeks, provided you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each



tax year. The first six weeks of SMP are paid at 90% of your average earnings and the remaining 33 weeks are at a rate set by the government each year.

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- b. Except for terms relating to pay, your terms and conditions of employment remain in force during OML and AML
- c. If you are a member of the pension scheme, we shall make employer pension contributions during OML and any period of paid AML, based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any maternity pay you are receiving, unless you inform the Pensions Administrator that you wish to make up any shortfall.

Adoption Policy

ADOPTION APPOINTMENTS POLICY

An adoption appointment is an appointment arranged by an adoption agency (or at the agency's request) for you to have contact with a child who is to be placed with you for adoption, or for any other purpose related to the adoption.

- 1) Employees and agency workers, have the right to take time off work to attend an adoption appointment once the agency has notified you that a child is to be placed with you for adoption but before the child is actually placed with you.
- 2) If you are an agency worker, you only have the above right once you have worked in the same role with us for at least 12 continuous weeks (which may include more than one assignment).
- 3) Where you and your partner are adopting a child, you must decide between you who will be treated as the primary adopter and who will be treated as the secondary adopter for the purposes of time off. You must tell us your decision the first time you request time off for an adoption appointment. This will affect how much time you can take off [and whether it is paid].
You would usually choose to be the primary adopter if you intend to take adoption leave when the child is placed with you. You would not be able to take paternity leave if you have elected to be the primary adopter
You would usually choose to be the secondary adopter if you intend to take paternity leave when the child is placed with you, although you may be able to take adoption leave if your partner is not taking it.
If you are adopting a child alone, you are treated as the primary adopter.
 - i. If you are adopting on your own or have elected to be the primary adopter, you may take paid time off to attend an adoption appointment on up to five occasions in relation to any particular adoption.
 - ii. If you are the secondary adopter, you may take [unpaid OR paid] time off to attend an adoption appointment on up to two occasions only



- 4) If the agency is placing more than one child with you as part of the same arrangement, this is treated as one adoption and will not increase the number of appointments you can take time off to attend.

A) ENTITLEMENT TO ADOPTION LEAVE

- 1) In an adoption case or a fostering for adoption case, you are entitled to adoption leave if all the following conditions are met:
 - a) You are adopting a child through a UK adoption agency, or you are a local authority foster parent who has been approved as a prospective adopter.
 - b) The adoption agency or local authority has given you written notice that it has matched you with a child, and tells you the expected placement date.
 - c) You have told the agency or local authority that you agree to the placement.
- 2) Adoption leave may be available if you are adopting through an overseas adoption agency. Please contact your line manager for information on eligibility and process.
- 3) In a surrogacy case, you are entitled to adoption leave if all the following conditions are met:
 - a) A surrogate mother gives birth to a child, who is biologically the child of either you, or your spouse or partner (or both of you).
 - b) You expect to be given parental responsibility under a parental order from the court. The child must live with you and you must apply for the parental order within six months of birth
- 4) In either case, only one parent can take adoption leave. If your spouse or partner takes adoption leave with their employer, you may be entitled to paternity leave (see our Paternity Leave Policy). In some cases, you may also qualify for shared parental leave (see our Shared Parental Leave (Adoption and Surrogacy) Policy).
- 5) The maximum adoption leave entitlement is 52 weeks, consisting of 26 weeks' Ordinary Adoption Leave (OAL) and 26 weeks' Additional Adoption Leave (AAL).

B) NOTIFICATION

- 1) In an adoption or fostering for adoption case, you must tell us in writing of the expected placement date, and your intended start date for adoption leave. You must give this information not more than seven days after the agency or local authority notifies you in writing that it has matched you with a child, or if that is not reasonably practicable, as soon as you can.



- 2) Once you receive the matching certificate from the agency or local authority, you must provide us with a copy.
- 3) In a surrogacy case, you must tell us in writing of your intention to take adoption leave and give the expected week of childbirth (EWC). You must give this information by the end of the 15th week before the EWC, or if that is not reasonably practicable, as soon as you can. When the child is born you must tell us the date of birth.
- 4) We will write to you within 28 days of receiving your notification, to confirm your expected return date assuming you take your full entitlement to adoption leave.

C) STARTING ADOPTION LEAVE

- 1) In an adoption or fostering for adoption case, OAL may start on a date of your choosing no more than 14 days before the expected placement date, or on the date of placement itself, but no later.
- 2) If you want to change your intended start date please tell us in writing. You should give as much notice as you can, but wherever possible you must tell us at least 28 days before the original intended start date (or the new start date if you are bringing the date forward). We will write to you within 28 days to tell you your new expected return date.
- 3) In a surrogacy case, OAL will start on the day the child is born, unless you are at work, in which case it will start on the following day. You cannot change the start date.

D) ADOPTION PAY

- 1) Statutory adoption pay (SAP) is payable for up to 39 weeks, provided you have at least 26 weeks' continuous employment with us ending with the Qualifying Week (the week in which the adoption agency or local authority notified you of a match, or the 15th week before the EWC) and your average earnings are not less than the lower earnings limit set by the government each tax year. The first six weeks' SAP are paid at 90% of your average earnings and the remaining 33 weeks are at a rate set by the government each year.
- 2) All the terms and conditions of your employment remain in force during OAL and AAL, except for the terms relating to pay.
- 3) If you are a member of the pension scheme, we shall make employer pension contributions during OAL and any further period of paid adoption leave based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any adoption pay you are receiving, unless you inform the Pensions Administrator that you wish to make up any shortfall.



Paternity Policy

1. Paternity leave is available on the birth of a child if [you have been continuously employed by us for at least 26 weeks ending with the 15th week before the expected week of childbirth and]:
 - you are the biological father and will have some responsibility for the child's upbringing;
 - you are the partner (that is, spouse, civil partner or cohabiting partner) of the mother, and will have the main responsibility (with the mother) for the child's upbringing; or
 - the child is born to a surrogate mother where you are, or your partner is, one of the child's biological parents, and you expect to obtain a parental order giving you and your partner legal responsibility for the child.
2. Paternity leave is available where a child is placed with you for adoption by an adoption agency if you have been continuously employed by us for at least 26 weeks ending with the week in which the agency notifies you that you have been matched with a child.
3. In adoption or surrogacy cases you may be entitled to take adoption leave instead (see our Adoption Policy). However, adoption leave may only be taken by one parent. Paternity leave is available to the other parent (of either sex).
4. If eligible, you are entitled to paternity leave and pay if your child is stillborn after 24 weeks of pregnancy or is born alive at any stage of pregnancy but does not survive (neonatal loss).

A) TAKING PATERNITY LEAVE

- 1) Paternity leave is a period of up to two weeks' leave taken when a child is born or placed with you for adoption. You may choose to take:
 - a) a single period of leave of either one week or two weeks; or
 - b) two separate periods of leave of one week each.
- 2) You can start your leave on the date of birth or placement, or a later date of your choosing. Leave can be taken within 52 weeks of the birth or placement. (If the baby is premature, the period ends 52 weeks after the start of the expected week of childbirth.)



- 3) If you wish to take paternity leave, you must give us written evidence of your entitlement by the end of the 15th week before the expected week of childbirth (or no more than seven days after the adoption agency notified you of being matched with a child), or as soon as you reasonably can. This notice should state:
- a) either:
 - I. the expected week of childbirth (and, in surrogacy cases, that you and your partner are parental order parents of the child); or
 - II. the date on which the adopter was notified of having been matched with the child, the date on which the child is expected to be placed with the adopter and that you wish to receive paternity pay rather than adoption pay in respect of the child; and
 - b) that you are the father of the child, or that you are not the child's father but are either the spouse, civil partner or partner of the child's mother or adopter (or, in surrogacy cases, of the other parental order parent); and
 - c) that you expect to have the main responsibility (apart from your spouse, civil partner or partner) for the child's upbringing.
- 4) To choose a period of paternity leave, you must give us written notice at least 28 days before the chosen start date (or no more than seven days after the adoption agency notifies you of being matched with a child), or as soon as you reasonably can, stating:
- a) the start date of the leave (which may be a specified date after the start of the expected week of childbirth or the expected adoption placement date, the actual date of the birth or adoption placement, or a specified number of days after the birth or adoption placement); and
 - b) the duration of the leave; and
 - c) that the purpose of the leave will be to care for the child or to support the child's mother or adopter (or, in surrogacy cases, the other parental order parent).

Shared Parental Leave

Shared Parental Leave (SPL) gives you and your partner more flexibility in how to share the care of your child in the first year after birth, than if you were simply taking maternity or paternity leave. If you are both eligible, you will be able to choose how to split the available leave between you and can decide to be off work at the same time or at different times. You may be able to take leave in more than one block.

1. ENTITLEMENT TO SPL



1. You are entitled to SPL in relation to the birth of a child if:
 - a) you are the child's mother, and share the main responsibility for the care of the child with the child's father or with your partner;
 - b) you are the child's father and share the main responsibility for the care of the child with the child's mother; or
 - c) you are the mother's partner and share the main responsibility for the care of the child with the mother (where the child's father does not share the main responsibility with the mother).
2. The following conditions must also be fulfilled:
 - a) you must have at least 26 weeks continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken
 - b) the other parent must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the EWC and had average weekly earnings of at least £30 during 13 of those weeks; and
 - c) you and the other parent must give the necessary statutory notices and declarations as summarised below, including notice to end any maternity leave, statutory maternity pay (SMP) or maternity allowance (MA) periods.
3. The total amount of SPL available is 52 weeks, less the weeks spent by the child's mother on maternity leave (or the weeks in which the mother has been in receipt of SMP or MA if she is not entitled to maternity leave).
4. If you are the mother, you cannot start SPL until after the compulsory maternity leave period, which lasts until two weeks after birth.
5. If you are the child's father or the mother's partner, you should consider using your two weeks' paternity leave before taking SPL. Once you start SPL you will lose any untaken paternity leave entitlement. SPL entitlement is additional to your paternity leave entitlement.

A) OPTING IN TO SHARED PARENTAL LEAVE AND PAY

1. Not less than eight weeks before the date you intend your SPL to start, you must give us a written opt-in notice giving:
 - (a) your name and the name of the other parent.
 - (b) if you are the child's mother, the start and end dates of your maternity leave.



- (c) if you are the child's father or the mother's partner, the start and end dates of the mother's maternity leave, or if she is not entitled to maternity leave, the start and end dates of any SMP or MA period.
- (d) the total SPL available, which is 52 weeks minus the number of weeks' maternity leave, SMP or MA period taken or to be taken.
- (e) how many weeks of the available SPL will be allocated to you and how many to the other parent (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- (f) if you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of the SMP or MA period taken or to be taken.
- (g) how many weeks of available ShPP will be allocated to you and how much to the other parent (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- (h) an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave (see paragraph 11 and paragraph 12 for information on taking leave). This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and
- (i) declarations by you and the other parent that you both meet the statutory conditions to enable you to take SPL and ShPP.

PREMATURE BIRTH

1. Where the child is born early (before the beginning of the EWC), you may be able to start SPL in the eight weeks following birth even though you cannot give eight weeks' notice. The following rules apply:
 - a) If you have given a period of leave notice to start SPL on a set date in the eight weeks following the EWC, but your child is born early, you can move the SPL start date forward by the same number of days, provided you notify us in writing of the change as soon as you can. (If your period of leave notice already contained a start date which was a set number of days after birth, rather than a set date, then no notice of change is necessary.)
 - b) If your child is born more than eight weeks early and you want to take SPL in the eight weeks following birth, please submit your opt-in notice and your period of leave notice as soon as you can.



B) SHARED PARENTAL PAY

1. You may be able to claim Statutory Shared Parental Pay (ShPP) of up to 39 weeks (less any weeks of SMP or MA claimed by you or your partner) if you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid by employers at a rate set by the government each year.
2. You should tell us in your period of leave notice(s) whether you intend to claim ShPP during your leave (and if applicable, for what period). If it is not in your period of leave notice you can tell us in writing, at least eight weeks before you want ShPP to start.
3. Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.
4. If you are a member of the pension scheme, we will make employer pension contributions during any period of paid SPL, based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any shared parental pay you are receiving, unless you inform the Pensions Administrator that you wish to make up any shortfall.

Parental Leave Policy

ENTITLEMENT TO PARENTAL LEAVE

To be eligible for the statutory right to 18 weeks' unpaid parental leave per child, you must:

- I. have at least one year's continuous employment with us
- II. have or expect to have responsibility for a child; an
- III. be taking the leave to spend time with or otherwise care for the child.

You have responsibility for a child if you are their biological or adoptive parent or have legal parental responsibility in some other way, for example under a court order.

Eligible employees are entitled to take up to 18 weeks' parental leave in relation to each child.

You must tell us about any parental leave you have taken while working for another employer as this counts towards your 18-week entitlement.

A) TAKING PARENTAL LEAVE



1. In most cases, parental leave can only be taken in blocks of a week or a whole number of weeks, and you may not take more than four weeks' parental leave a year in relation to each child. Parental leave can be taken up to the child's 18th birthday.
2. Special rules apply where your child is disabled, which for these purposes means entitled to a disability living allowance, armed forces independence allowance or personal independence payment. You can take parental leave in respect of that child in blocks of less than one week. However, there is still a limit of four weeks a year for each child and 18 weeks in total for each child.

B) NOTIFICATION REQUIREMENTS

- a) You must notify your line manager of your intention to take parental leave at least 21 days in advance. It would be helpful if you can give this notice in writing. Your notification should include the start and end dates of the requested period of leave.
- b) If you wish to start parental leave immediately on the birth of a child, you must give notice at least 21 days before the expected week of childbirth.
- c) If you wish to start parental leave immediately on having a child placed with you for adoption, you should give notice at least 21 days before the expected week of placement or, if this is not possible, give as much notice as you can.

C) EVIDENCE OF ENTITLEMENT

1. We may ask to see evidence of:
 - (i) your responsibility or expected responsibility for the child, such as:
 - (ii) a birth certificate;
 - (iii) an adoption or matching certificate;
 - (iv) a parental responsibility agreement; or
 - (v) a court order;
 - (vi) the child's date of birth or date of adoption placement.

D) OUR RIGHT TO POSTPONE PARENTAL LEAVE

1. Although we will try to accommodate your request for parental leave, we may postpone your requested leave where it would unduly disrupt our business (for example, if it would leave us short-staffed or unable to complete work on time).
2. We will discuss alternative dates with you, and notify you in writing of the reason for postponement and the new start and end dates, within seven days of receiving your request for parental leave.



3. We cannot postpone parental leave if you have requested it to start immediately on the birth or adoption of a child.
4. We cannot postpone parental leave for more than six months or beyond the child's 18th birthday (if sooner).

E) TERMS AND CONDITIONS DURING PARENTAL LEAVE

1. Parental leave is unpaid.
2. Your employment contract will remain in force. You will remain bound by your duties of good faith and confidentiality, and any contractual restrictions on accepting gifts and benefits, or working for another business.

Time off for dependents

ABOUT THIS POLICY

- 1) The law recognises and we respect that there may be occasions when you will need to take time off work to deal with unexpected events involving one of your dependants. The purpose of this policy is to set out the circumstances in which we will give employees unpaid time off work to deal with such situations.
- 2) No-one who takes time off in accordance with this policy will be subjected to any detriment.

A) REASONABLE UNPAID TIME OFF

- 1) You have a right to take a reasonable amount of unpaid time off work when it is necessary to:
 - (a) provide assistance when a dependant falls ill, gives birth, is injured or assaulted.
 - (b) make longer-term care arrangements for a dependant who is ill or injured.
 - (c) take action required in consequence of the death of a dependant.
 - (d) deal with the unexpected disruption, termination or breakdown of arrangements for the care of a dependant (such as a child-minder falling ill); and/or
 - (e) deal with an unexpected incident involving your child while a school or another educational establishment is responsible for them.
- 2) A **dependant** for the purposes of this policy is:



- (a) your spouse, civil partner, parent or child.
 - (b) a person who lives in the same household as you, but who is not your tenant, lodger, boarder or employee; or
 - (c) anyone else who reasonably relies on you to provide assistance, make arrangements or take action of the kind referred to in paragraph A).
- 3) This policy applies to time off to take action which is necessary because of an immediate or unexpected crisis. This policy does not apply where you need to take planned time off or provide longer-term care for a dependant. If this is the case, you should take advice from your line manager.
- 4) Whether action is considered necessary will depend on the circumstances, including nature of the problem, the closeness of the relationship between you and the dependant, and whether anyone else is available to assist. Action is unlikely to be considered necessary if you knew of a problem in advance but did not try to make alternative care arrangements.
- 5) Reasonable time off in relation to a particular problem will not normally be more than one or two days. However, we will always consider each set of circumstances on their facts.

B) EXERCISING THE RIGHT TO TIME OFF

- 1) You will only be entitled to time off under this policy if, as soon as is reasonably practicable, you tell your line manager:
- (a) the reason for your absence; and
 - (b) how long you expect to be away from work.
- 2) If you fail to notify us as set out above, you may be subject to disciplinary proceedings under our Disciplinary Procedure for taking unauthorised time off.
- 3) We may in some cases ask you to provide evidence for your reasons for taking the time off, either in advance or on your return to work. Suspected abuse of this policy will be dealt with as a disciplinary issue under our Disciplinary Procedure.

Safeguards

A) RIGHTS OF SEARCH

- 1) Although we do not have the contractual right to carry out searches of employees and their property (including vehicles) whilst they are on our premises, we would ask all employees to assist us in this matter should we feel that such a search is necessary.
- 2) Where practicable, searches will be carried out in the presence of a colleague of your choice who is available on the premises at the time of the search. This will also apply at



the time that any further questioning takes place.

- 3) We reserve the right to call in the police at any stage.

B) CONFIDENTIALITY

- 1) All information that:

- a) is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence.

- b) relates particularly to our Organisation, or that of other persons or bodies with whom we have dealings of any sort; and

- c) has not been made public by, or with our authority.

shall be confidential, and (save in the course of our business or as required by law) you shall not at any time, whether before or after the termination of your employment, disclose such information to any person without our prior written consent.

- 2) You are to exercise reasonable care to keep safe all documentary or other material containing confidential information and shall at the time of termination of your employment with us, or at any other time upon demand, return to us any such material in your possession.
- 3) You must make yourself aware of our policies on data protection in relation to personal data and ensure compliance with them at all times.

C) ACCESS TO MEDICAL RECORDS

- 1) Medical Records written and retained by NHS GP's expressly state that they remain NHS property. Private Doctor's records remain their own. The complexities of the legal position of medical record are discussed in the BMA publications – The Rights and Responsibilities of Doctors.
- 2) All staff will have access to our patients' medical records but access to medical records is audited and is only permitted for a clinical reason or at the discretion of the Doctor concerned. There should be no medical records printed and/or removed from the building. Access to records must not be given to anyone without your Line Manager's permission.
- 3) The courts can order disclosure of information, and the recent Medical Reports Act gives access to patients in connection with insurance and employment information when the examining doctor is the patient's own doctor. There are stipulations about the retention of copies.



COMPLAINTS

- 1) At some stage, a patient or relative may make a complaint to you about the Organisation. It is your responsibility to inform your Line Manager immediately if you receive any complaint, whether written or verbal regardless of whom the complaint refers to.
- 2) Your Line Manager may then liaise with a Director in order to deal with the complaint quickly and sympathetically in accordance with the Organisation complaints procedures. Full records should be kept of all complaints, however minor.
- 3) Management are responsible for maintaining an effective complaints procedure and for training all staff in their responsibilities in the event of a patient complaining to them.

D) OUR PROPERTY AND COPYRIGHT

- 1) All written material, whether held on paper, electronically or magnetically which was made or acquired by you during your employment with us, is our property and, where appropriate, our copyright.
- 2) Use of such property for any purpose other than normally defined duties is not permitted. Property of any type is not to be taken away from the premises unless with prior approval. You must immediately notify your Line Manager of any damage to property or premises.
- 3) At the time of termination of your employment with us, or at any other time upon demand, you shall return to us any such material in your possession.

E) INVENTIONS/DISCOVERIES

An invention or discovery made by you will normally belong to you. However, an invention or discovery made by you will become our property if it was made:

- a) in the course of your normal duties under such circumstances that an invention might reasonably be expected to result from those duties;
- b) outside the course of your normal duties, but during duties specifically assigned to you, when an invention might reasonably be expected to result from these; and
- c) during the course of any of your duties, and at the time you had a special obligation to further our interests arising from the nature of those duties, and your particular responsibilities.

F) STATEMENTS TO THE MEDIA

Any statements to reporters from newspapers, radio, television, etc. in relation to the Organisation will be given only by a Director.

G) VIRUS PROTECTION PROCEDURES

In order to prevent the introduction of virus contamination into the software system the following must be observed:

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- a) unauthorised software including public domain software, USBs, external hard drives, CDs or internet downloads must not be used; and
- b) all software must be virus checked using standard testing procedures before use.

H) USE OF COMPUTER EQUIPMENT

You are responsible for the security of the equipment allocated to or used by you. You should use passwords on all IT equipment, particularly items you take out of the office. You should keep your passwords confidential and change them regularly.

You must only log on to our systems using your own username and password. You must not use another person's username and password or allow anyone else to log on using your username and password. If you are away from your desk, you should log out or lock your computer. You must log out and shut down your computer at the end of each working day

In order to control the use of the Organisation's computer equipment and reduce the risk of contamination the following will apply:

- a) the introduction of new software must first be checked and authorised by your Line Manager before general use will be permitted.
- b) only authorised staff should have access to the computer equipment.
- c) only authorised software may be used on any of the computers and equipment.
- d) you should exercise particular caution when opening unsolicited emails from unknown sources. If any email looks suspicious, do not reply to it, open any attachments or click any links in it;
- e) inform your Line Manager or the IT dept (ITS 01992 515855) immediately if you suspect your computer may have a virus;
- f) only software that is used for business applications may be used;
- g) no software may be brought onto or taken from the Organisation premises without prior authorisation;
- h) unauthorised access to the computer facility will result in disciplinary action; and
- i) unauthorised copying and/or removal of computer equipment/software will result in disciplinary action, such actions could lead to dismissal.

I) E-MAIL AND INTERNET POLICY

- 1) You are encouraged to use e-mail and internet at work as a fast and reliable method of communication with significant advantages. However, you need to be careful not to



expose both yourself and the Organisation to certain risks and offences that the misuse of these facilities can cause.

- 2) Rules for the use of external and internal e-mail:
 - a) You must word all e-mails appropriately, in the same professional manner as if you were composing a letter.
 - b) The content of any e-mail sent must be neither defamatory, abusive nor illegal and must be in accordance with the Organisation's Equality, Inclusion and Diversity Policy. Sending and receiving obscene, pornographic or other offensive material is not only considered to be gross misconduct but may also constitute a criminal offence.
 - c) You must be careful of what is said in e-mail messages as the content could give rise to both personal liability and liability for the Organisation. You must also avoid entering into commitments for yourself or on behalf of the Organisation over the internet without having received prior and express authorisation to do so, or unless this forms part of your normal day to day activities and has been so authorised by your Line Manager.
 - d) The Organisation reserves the right to monitor the content of e-mails sent and received and may undertake monitoring of both contents and extent of use of e-mails. If you wish to send confidential, non-work related e-mails should seek authorisation from your Line Manager.
 - e) You must ensure that you use the correct e-mail address for the intended recipients. If you inadvertently misdirect an e-mail you should contact your Line Manager immediately in becoming aware of your mistake. Failure to do so may lead to disciplinary action being taken against you.
 - f) You must not send any information that the Organisation considers to be confidential or sensitive over the e-mail. The Organisation, in particular considers the following information inappropriate for transmission over e-mail:
 - i) Patients details; and
 - ii) Medical information regarding personnel matters.
 - g) The e-mail facility is provided for business purposes only.
- 3) You must abide by the above guidelines concerning the contents of e-mails. Abuse of the guidelines concerning the contents of e-mails may lead to the withdrawal of e-mail and the internet access and /or disciplinary action which could result in dismissal.
- 4) You should at all times remember that e-mail messages may have to be disclosed as evidence at any Court proceedings or investigations by regulatory bodies and therefore may be prejudicial to both you or the Organisation's interest. You should consider that



hard copies of e-mails may be taken and backup discs may retain records of e-mails even when these have been deleted from the system.

- 5) Disciplinary action under the disciplinary procedure shall be taken against any employee who is found to be in breach of these guidelines and depending upon the circumstances and seriousness of the breach, this may result in summary dismissal.
- 6) Rules for use of the internet:
 - a) You must not use the internet to gain unauthorised access or attempt to gain unauthorised access to computer material or private databases.
 - b) You must not use the internet for personal purposes whether during work hours or otherwise, as this puts an unnecessary strain upon the computer network. Internet access is available purely for business use and it should be used for work related purposes only.
 - c) Internet access may be monitored by the Organisation and we will conduct an audit of internet usage from time to time. Should any breach of these internet guidelines be discovered, then you may, in addition to having internet access withdrawn, be subject to disciplinary action which, in case of serious breach, may result in dismissal.
 - d) You may not subscribe to any news lists or groups or commit yourself to receiving information from any group or body without first informing your Line Manager. You are requested not to view sites which require the downloading of software from the internet, even where this is free of charge without the prior approval of your Line Manager.
 - e) You must not attempt to download or retrieve illegal, pornographic, sexist, racist, offensive or unlawful material. Attempts to access such material will constitute a disciplinary offence and employees may be subject to disciplinary action which may result in dismissal.
 - f) Information on the internet may not have been placed there with the owner's permission. Therefore you must obtain the permission of the copyright owner before transmitting, copying or downloading such information. Where the copyright owner's consent has clearly been given, you must comply with any terms and conditions stipulated concerning the downloading of such information.
 - g) Information may contain viruses and therefore should not be downloaded from the internet without first obtaining approval from your Line Manager. Downloading information for personal purposes is not permitted.

J) MONITORING INTERNAL USE

- 1) Periodic audits will be made of our computer systems, any user found to have illegal software on Stellar Healthcare's equipment or who may have accessed, downloaded,



viewed and distributed unsuitable or inappropriate material made from the internet will be subject to disciplinary action.

Monitoring your usage will mean processing your personal data. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

K) RECORDING AND/OR MONITORING TELEPHONE CALLS, E-MAILS AND INTERNET USE

- 1) Personal telephone calls are allowed only in the case of emergency and with the prior permission of your Line Manager.
- 2) The Organisation is entitled to monitor and record telephone calls, e-mails and use of the Internet at work. The systems belong to the Organisation and are connected to the outside telecommunications systems.
- 3) We intend to monitor and record in some cases, telephone calls (including voice mail boxes) e-mails in and out and your use of the internet to ensure that all systems are being used for legitimate purposes and to monitor the quality of service being provided to patients and the effectiveness of training.
- 4) We may also check voice mail boxes and e-mails in your absence.
- 5) We reserve the right to carry out such monitoring and recording where we have reasonable grounds to believe that criminal offences or breaches of our rules and policies may be taking place.
- 6) Please note that you accept that when sending an e-mail to any member of staff, our e-mail may be intercepted and/or read by other authorised members of staff.

L) USE OF SOCIAL NETWORKING SITES

Any work related issue or material that could identify an individual who may be a patient or work colleague, which could adversely affect the Organisation, a patient or our relationship with any patient, must not be placed on a social networking site. This means that work related matters must not be placed on any such site at any time either during or outside of working hours and includes access via any computer equipment or mobile device.

M) DATA PROTECTION

- 1) The General Data Protection Regulation (GDPR) and the current Data Protection Act regulate our use of your personal data. As an employer it is our responsibility to ensure that the personal data we process in relation to you is done so in accordance with the required principles. Any data held shall be processed fairly and lawfully and in accordance with the rights of data subjects.
- 2) We will process data in line with our privacy notices in relation to both job applicants and employees.



- 3) You have several rights in relation to your data. More information about these rights is available in our "Policy on your rights in relation to your data". We commit to ensuring that your rights are upheld in accordance with the law and have appropriate mechanisms for dealing with such.
- 4) We may ask for your consent for processing certain types of personal data. In these circumstances, you will be fully informed as to the personal data we wish to process and the reason for the processing. You may choose to provide or withhold your consent. Once consent is provided, you are able to withdraw consent at any time.
- 5) You are required to comply with all Organisation policies and procedures in relation to processing data. Failure to do so may result in disciplinary action up to and including dismissal.

N) INFORMATION GOVERNANCE

All staff will need to sign a Confidentiality and Non-Disclosure agreement regarding Confidentiality, Security and Accuracy. Further details are available from your Line Manager.

Standards

A) STANDARDS OF DRESS

- 1) As you will come into contact with patients and members of the public, it is important that you present a professional image with regards to appearance and standards of dress.
- 2) Where uniforms or workwear are provided, these must be worn at all times whilst at work and laundered on a regular basis.
- 3) Uniform or workwear must be returned to us on termination of your employment for any reason. In the event of your failure to return any item, we reserve the right to recover the cost of replacement items from any monies due to you.
- 4) Where uniforms are not provided, you should wear clothes appropriate to your job responsibilities.
- 5) You should demonstrate the highest standards of personal hygiene.

B) HOUSEKEEPING

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

C) PERSONAL RELATIONSHIPS

When we use the phrase "personal relationship" in this policy we mean any emotional or romantic relationship which goes beyond the normally accepted boundaries of the



professional sphere between colleagues. This will include formal, family relationships (for example when people are married or living together). It will also include less formal situations (for example, where the parties consider they are “seeing each other” or “going out together”). If you are unsure whether this policy applies to your circumstances, you should speak to your line manager.

We recognise that, from time to time, close personal relationships may develop between members of staff and/or between staff and patients. In order to ensure that potential conflicts of interest are avoided, members of staff who are in that position are strongly recommended to advise their Line Manager.

Any such information will be treated in the strictest confidence. We fully acknowledge the right of employees to privacy in their personal affairs. However, experience has shown that the effect of such relationships can cause a blurring of judgement whereby conflicts of interest arise and which can cause us to lose confidence in the person’s integrity and reliability.

D) BEHAVIOUR AT WORK

- 1) You should behave with civility towards fellow employees, and no rudeness will be permitted towards patients or members of the public. Objectionable or insulting behaviour, or bad language will render you liable to disciplinary action.
- 2) You should use your best endeavours to promote the interests of the business and shall, during normal working hours, devote the whole of your time, attention and abilities to the business and its affairs.
- 3) Any involvement in activities which could be construed as being in competition with us is not allowed.

E) BEHAVIOUR OUTSIDE OF WORK

The Organisation recognises the importance of work/life balance. However, owing to the nature of the business, we insist on employing staff of the highest integrity and we expect you to maintain these standards outside of working hours. Activities that result in adverse publicity to ourselves, or which cause us to lose faith in your integrity, may give us grounds for your dismissal.

F) WASTAGE

We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of the Organisation.

The following provision is an express written term of your contract of employment:

- a) any damage to stock or property (including non-statutory safety equipment) that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement; and



- b) any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss.

In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

Health, Safety, Welfare and Hygiene

A) SAFETY

- 1) You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately.
- 2) You must not take any action that could threaten the health or safety of yourself, other employees, patients or members of the public.
- 3) Protective clothing and other equipment which may be issued for your protection because of the nature of your job must be worn and used at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear/equipment is your responsibility.
- 4) We will ensure that you are given adequate training and supervision to perform your work competently and safely.
- 5) You should report all accidents and injuries at work, no matter how minor, in the accident book which is kept in the office at Stellar Healthcare. Details of first-aid facilities and the trained first-aiders are displayed on the notice boards.
- 6) You must ensure that you are aware of our fire and evacuation procedures which are displayed on notice boards and near fire exits in the workplace. If you hear a fire alarm, leave the building immediately by the nearest fire exit and go to the fire assembly point. Fire drills are held at least every 12 months' and must be taken seriously. We also carry out regular fire risk assessments and regular checks of fire extinguishers, fire alarms, escape routes and emergency lighting.
- 7) We will inform and consult directly with all staff regarding health and safety matters.

B) REFRESHMENT MAKING FACILITIES

We provide refreshment making facilities for your use, which must be kept clean and tidy at all times.

C) ALCOHOL & DRUGS POLICY

- 1) Under legislation we, as your employer, have a duty to ensure so far as is reasonably



practicable, the health and safety and welfare at work of all our employees and similarly you have a responsibility to yourself and your colleagues. The use of alcohol and drugs may impair the safe and efficient running of the Organisation and/or the health and safety of our employees.

- 2) If your performance or attendance at work is affected as a result of alcohol or drugs, or we believe you have been involved in any drug related action/offence, you may be subject to disciplinary action and, dependent on the circumstances, this may lead to your dismissal.

D) HYGIENE

- 1) Any exposed cut or burn must be covered with a first-aid dressing.
- 2) If you are suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.
- 3) Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

E) NO SMOKING POLICY

Smoking (including the use of e-cigarettes and vaping devices) on our premises is not permitted. You may only smoke in designated outside areas, during your authorised break times.

F) FITNESS FOR WORK

If you arrive for work and, in our opinion, you are not fit to work, we reserve the right to exercise our duty of care if we believe that you may not be able to undertake your duties in a safe manner or may pose a safety risk to others, and send you away for the remainder of the day with or without pay and, dependent on the circumstances, you may be liable to disciplinary action.

F) MANUAL HANDLING

You are required, in accordance with the Manual Handling Regulations 1992, to advise us of any condition which may make you more vulnerable to injury.

G) RISK ASSESSMENTS AND MEASURES TO CONTROL RISK

We carry out general workplace risk assessments periodically. The purpose is to assess the risks to health and safety of employees, visitors and other third parties as a result of our activities, and to identify any measures that need to be taken to control those risks.



General Terms and Procedures

A) CHANGES IN PERSONAL DETAILS

You must notify us of any change of name, address, telephone number, etc., so that we can maintain accurate information on our records and make contact with you or your next of kin in an emergency, if necessary, outside normal working hours.

B) OTHER EMPLOYMENT

- 1) If you already have any other employment or are considering any additional employment you must notify us so that we can discuss any implications arising from the current working time legislation.
- 2) You may not under any circumstances, whether directly or indirectly, undertake any other duties of whatever kind during your hours of work.

C) BEREAVEMENT LEAVE & PARENTAL BEREAVEMENT LEAVE

Reactions to bereavement may vary greatly according to individual circumstances and the setting of fixed rules for time off is therefore inappropriate. You may be entitled to parental bereavement leave if your child or a child in your care has died or been stillborn after 24 weeks of pregnancy. You should discuss your circumstances with your Line Manager and agree appropriate time off.

D) JURY SERVICE

Where you are obliged to undertake jury service or are summoned to appear before the court as a witness, you should notify your Line Manager immediately and provide a copy of the summons if requested in order that arrangements can be made to accommodate this. You will not unreasonably be refused leave to attend. Leave for jury service is unpaid by the Organisation however you will receive a Certificate for Loss of Earnings from the court which you should submit to your Line Manager for completion. You can submit the completed certificate to the court in order to make a claim called a Financial Loss Allowance. You should not volunteer to sit on any case which is likely to last more than two weeks without the prior approval of the Organisation.

E) REIMBURSEMENT

Employees will be reimbursed for fair and reasonable expenses that are incurred whilst conducting business on behalf of the Organisation. Such reimbursement will be made by the Organisation upon submission of an expense report approved by your Line Manager.

F) EMPLOYEES' PROPERTY AND LOST PROPERTY

We do not accept liability for any loss of, or damage to, property that you bring onto the premises. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight. Articles of lost property should be handed to your



Line Manager who will retain them whilst attempts are made to discover the owner.

G) PARKING

Where parking facilities have been made available to you on our premises you must ensure that you observe all of our traffic requirements e.g. speed limits, etc. To avoid congestion, all vehicles must be parked only in the designated parking areas. No liability is accepted for damage to private vehicles, however it may be caused.

H) MAIL

All mail received by us will be opened, including that addressed to employees. Private mail, therefore, should not be sent care of our address. No private mail may be posted at our expense except in those cases where a formal re-charge arrangement has been made.

I) FRIENDS AND RELATIVES CONTACT / TELEPHONE CALLS / MOBILE PHONES

- 1) Personal telephone calls, both incoming and outgoing, are only allowed in the case of emergency. Permission to make outgoing personal calls should be sought from your Line Manager.
- 2) Personal mobile phones may be left switched on during working hours for the purpose of receiving emergency calls. Routine calls, texting/messaging and internet use should be reserved for authorised breaks only.
- 3) The Organisation mobile phones are to be used for business purposes except in the case of an emergency. Therefore any unauthorised personal use may be repayable by you and may result in disciplinary action in accordance with our procedures. We reserve the right to deduct the appropriate sums from your pay in the event that repayments are not made. Internet and email use on our mobile phones must be in accordance with the policies and procedures set out in this Employee Handbook. The Organisation reserves the right to monitor all communications made on our mobile phones in order to ensure compliance with our policies and procedures.
- 4) It is illegal to use a mobile phone without a hands-free set whilst driving. It is our policy that you should not use any mobile phone whilst driving without a hands-free set. You should pull over to the side of the road in an appropriate place before making or receiving any telephone calls. In the event of being unable to pick up a call because you cannot find a safe place to park, you must return the call as soon as conveniently possible.

J) BUYING OR SELLING OF GOODS

You are not allowed to buy or sell goods on your own behalf on our premises or during your working hours.

K) COLLECTIONS FROM EMPLOYEES

Unless specific authorisation is given by your Line Manager no collections of any kind are allowed on our premises.



L) GIFTS

In order to maintain the integrity of both yourself and the Organisation, any gifts, benefits or invitations to subsidised events, etc. must be disclosed to your Line Manager. You should not accept any gifts or invitations without prior authorisation.

M) KEYHOLDING

- 1) If you are an allocated key holder, you must ensure that all procedures and guidelines are followed when securing the building prior to leaving. The keys must be kept safe at all times. You must not give the keys to any third party unless authorisation is obtained from your Line Manager. Any loss or damage caused as a result of your failure to follow procedures or your negligence in ensuring the safekeeping of the keys will result in disciplinary action which could lead to your summary dismissal. We also reserve the right to deduct the cost of any loss, repair or replacement from any monies owing to you.
- 2) Any breaches or security issues including the loss or theft of keys must be reported immediately to your Line Manager.
- 3) To satisfy the requirements of our insurers and to protect us from fire and theft, you must secure all properties and premises when unattended. The last person to leave the premises must ensure lights and appropriate electrical equipment are switched off and windows and doors are secure.

N) ADVERSE WEATHER

- 1) It is your responsibility to attend your normal place of work as set out in your contract of employment. You must make reasonable efforts to attend work.
- 2) If this proves impossible, it is your responsibility to contact your Line Manager to report your difficulties as soon as is practicable. It is your duty to ensure you have staff emergency telephone contact numbers to hand.
- 3) At the discretion of Management the time lost may be:
 - a) taken as annual leave;
 - b) taken as unpaid leave; or
 - c) the time may be made up at a future date.
- 4) You should submit your request for approval to your Line Manager, who will document it in the records.

O) CAR INSURANCE

- 1) If your position requires you to use your own car for business purposes, you must ensure that your car insurance provides adequate cover. Proof of adequate insurance, Driving



Licence, Tax and an MOT Certificate must be produced for scrutiny by the Organisation, upon renewal and at any time when so requested.

- 2) We will not be responsible for any fines incurred by you (e.g. parking, speeding etc.) during your employment with us.

P) ORGANISATION CREDIT CARDS

- 1) If you have been provided with an Organisation credit card, you are responsible for its security and safekeeping. In the event that it is lost or stolen, it is imperative that you report this to a Director immediately. The card is to be used exclusively for business purposes only and receipts should be obtained for every transaction. Usage will be regularly monitored therefore it is in your interest to keep a personal record of transactions in order that you are able to explain them if necessary.
- 2) Personal use of our credit cards is not permitted under any circumstances. Misuse of the card and/or failure to comply with our procedures will result in disciplinary action, which may result in your dismissal. You will be required to reimburse us the cost of any unauthorised expenditure. In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

Q) THIRD PARTY INVOLVEMENT

We reserve the right to allow third parties to chair any meeting, for example disciplinary, capability, grievance, this is not an exhaustive list. Where we are required to share special category data to any third parties as part of that hearing, we ensure that a relevant condition of processing is met and we do not rely upon your consent for the processing.

R) RECORDING OF FORMAL MEETINGS

We reserve the right to record any formal meetings whether conducted by us or a third party, a copy of the recording can be made available on request.

Anti-Bribery Policy

A) INTRODUCTION

Bribery is a criminal offence. This Organisation prohibits any form of bribery. We require compliance, from everyone connected with the Organisation, with the highest ethical standards and anti-bribery laws applicable. Integrity and transparency are of utmost importance to us and we have a zero tolerance attitude towards corrupt activities of any kind, whether committed by employees or by third parties acting for or on behalf of the Organisation.

Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct. Any non-employee who breaches this policy may have their contract terminated with immediate effect.



B) POLICY

It is prohibited, directly or indirectly, for any employee or person working on our behalf to offer, give, request or accept any bribe i.e. gift, loan, payment, reward or advantage, either in cash or any other form of inducement, to or from any person or company in order to gain commercial, contractual or regulatory advantage for the Organisation, or in order to gain any personal advantage for an individual or anyone connected with the individual in a way that is unethical. All forms of bribery are strictly prohibited. If you are unsure about whether a particular act constitutes bribery, raise it with your Line Manager.

C) SUSPICION

If we suspect that you have committed an act of bribery or attempted bribery, an investigation will be carried out and, in line with our disciplinary procedure where appropriate, action may be taken against you which may result in your dismissal.

D) REPORTING

- 1) If you, as an employee or person working on our behalf, suspect that an act of bribery or attempted bribery has taken place, even if you are not personally involved, you are expected to report this to a Director. You may be asked to give a written account of events.
- 2) Employees are reminded of the Whistleblowing Policy which is available in this Employee Handbook.

E) GIFTS AND HOSPITALITY

- 1) In order to maintain the integrity of both yourself and the Organisation, any gifts, benefits or invitations to subsidised events, etc. must be disclosed to your Line Manager. You should not accept any gifts or invitations without prior authorisation.
- 2) No gift should be given nor hospitality offered by an employee or anyone working on our behalf to any party in connection with our business without receiving prior written approval from your Line Manager.

F) RECORD KEEPING

- 1) A record will be made by your Line Manager of every instance in which gifts or hospitality are given or received.
- 2) As the law is constantly changing, this policy is subject to review and the Organisation reserves the right to amend this policy without prior notice.



Anti Tax Evasion Policy

A) INTRODUCTION

- 1) Tax evasion is a criminal offence. The Organisation prohibits any form of tax evasion. Involvement in the criminal facilitation of tax evasion exposes the Organisation and the person facilitating the evasion to a criminal offence. It will also damage our reputation and the confidence of our patients, suppliers and business partners.
- 2) Indicators of tax evasion are:
 - a) request for payment by cash;
 - b) overly-complex payment mechanisms;
 - c) services/good provided to jurisdictions that do not subscribe to Common Reporting Standards;
 - d) transactions involving overly complex supply chains;
 - e) transactions involving private banking facilities; and/or
 - f) records are incomplete or missing.
- 3) Our position is simple: we conduct our business to the highest legal and ethical standards. We will not be party to tax evasion or the facilitation of tax evasion of any form. Such acts would damage our reputation and expose us, and our staff and representatives, to the risk of fines and imprisonment.
- 4) We take a zero-tolerance approach to tax evasion facilitation by our people and our third party representatives. We are committed to:
 - a) rejecting the facilitation of tax evasion; and
 - b) not recommending the services of others who do not have reasonable prevention procedures in place.
- 5) We require compliance to this from everyone connected with our business. Integrity and transparency are of utmost importance to us.

B) DEFINITIONS OF TAX EVASION

Tax evasion is the practice of using illegal methods to avoid paying tax. It frequently involves contrived, artificial transactions that serve no purpose other than to reduce tax liability.



C) POLICY

- 1) It is prohibited, directly or indirectly, for any employee or person working on our behalf to take part in any activity relating to tax evasion.
- 2) If we suspect that you have taken part in such activity, an investigation will be carried out and, in line with our disciplinary procedure where appropriate, action may be taken against you which may result in your dismissal, or the cessation of our business arrangement with you.
- 3) If you, as an employee or person working on our behalf, suspect any activity related to tax evasion or attempted tax evasion has taken place, even if you are not personally involved, you are expected to report this to a Director. You may be asked to give a written account of events.

D) TRAINING/MONITORING/REVIEW

The Organisation will ensure that it gives all relevant training for staff in relation to financial crime detection and prevention, it will ensure it monitors and enforces compliance with the prevention procedures and regularly review the effectiveness of prevention procedures, refining them where necessary.

E) CONCERNS

Staff are reminded of the Organisation's Whistleblowing policy which is available in this Employee Handbook, or upon request.



Whistleblowing

A) INTRODUCTION

We are committed to conducting our business with honesty and integrity and we expect all staff to maintain high standards. Any suspected wrongdoing should be reported as soon as possible.

B) WHAT IS WHISTLEBLOWING?

Whistleblowing is the reporting of suspected wrongdoing or dangers in relation to our activities. This includes bribery, facilitation of tax evasion, fraud or other criminal activity, miscarriages of justice, health and safety risks, damage to the environment and any breach of legal or professional obligations.

These acts can be in the past, present or future, so that, for example, a disclosure qualifies if it relates to environmental damage that has happened, is happening, or is likely to happen. The Organisation will take any concerns that you may raise relating to the above matters very seriously.

C) THE PROCEDURE

- 1) In the first instance you should report any concerns you may have to your Line Manager or to a Director. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the appropriate official organisation or regulatory body.
- 2) If you do not report your concerns to your Line Manager or a Director you should take them direct to the appropriate organisation or body. We strongly encourage you to seek advice before reporting a concern to anyone external. Protect operates a confidential helpline. Their contact details are at the end of this policy.
- 3) We will arrange a meeting with you as soon as possible to discuss your concern. You may bring a colleague or union representative to any meetings under this policy. Your companion must respect the confidentiality of your disclosure and any subsequent investigation.
- 4) We hope that staff will feel able to voice whistleblowing concerns openly under this policy. Completely anonymous disclosures are difficult to investigate. If you want to raise your concern confidentially, we will make every effort to keep your identity secret and only reveal it where necessary to those involved in investigating your concern.

D) PROTECTION AND SUPPORT FOR WHISTLEBLOWERS

We aim to encourage openness and will support whistleblowers who raise genuine concerns under this policy, even if they turn out to be mistaken.

Whistleblowers must not suffer any detrimental treatment as a result of raising a genuine concern. If you believe that you have suffered any such treatment, you should inform a



Director immediately. If the matter is not remedied, you should raise it formally using our Grievance Procedure.

Bullying, harassment or any other detrimental treatment afforded to a colleague who has made a qualifying disclosure is unacceptable. Anyone found to have acted in such a manner will be subject to disciplinary action.

However, if we conclude that a whistleblower has made false allegations maliciously, the whistleblower may be subject to disciplinary action.

Protect are an independent whistleblowing charity that operate a confidential helpline. Their contact details are:

Helpline: 020 3117 2520

Website: <https://protect-advice.org.uk>



Capability Procedures

A) INTRODUCTION

We recognise that during your employment with us your capability to carry out your duties may deteriorate. This can be for a number of reasons, the most common ones being that either the job changes over a period of time and you fail to keep pace with the changes, or you change (most commonly because of health reasons) and you can no longer cope with the work.

This procedure does not apply to cases involving genuine sickness absence, proposed redundancies or misconduct. In those cases, reference should be made to the appropriate policy or procedure.

This procedure applies to employees. However, we may depart from this procedure where appropriate (including but not limited to during an employee's probationary period). It does not apply to agency workers, consultants, self-employed contractors, volunteers or interns.

B) IDENTIFYING PERFORMANCE ISSUES

- 1) If the nature of your job changes or if we have general concerns about your ability to perform your job we will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve. Where appropriate, a note of any informal discussions may be placed on your personnel file. The note will be ignored for the purposes of any future capability hearings.
- 2) Employees will not normally be dismissed for performance reasons without previous warnings. However, in serious cases of gross negligence, or in any case involving an employee who has not yet completed their probationary period, dismissal without previous warnings may be appropriate.
- 3) If we have concerns about your performance, we will undertake an assessment or investigation to decide if there are grounds for taking formal action under this procedure. The procedure will depend on the circumstances but may involve reviewing your personnel file, gathering relevant documents or other evidence, monitoring your work and, if appropriate, interviewing you and/or other individuals confidentially regarding your work and performance.

C) CAPABILITY HEARING

- 1) If your standard of performance is still not adequate and there are grounds for taking formal action, you will be required to attend a capability hearing. We will notify you in writing of our concerns regarding your performance, the reason for those concerns and the likely outcome if we decide after the hearing that your performance has been unsatisfactory. We will also include the following where appropriate:
 - a) A summary of relevant information gathered as part of any assessment or investigation.



- (c) A copy of any relevant documents or other evidence which will be used at the capability hearing.
 - (d) A copy of any relevant witness statements, except where a witness's identity is to be kept confidential (in which case, we will give you as much information as possible while maintaining confidentiality).
- 2) We will give you written notice of the date, time and place of the capability hearing. The hearing will be held as soon as reasonably practicable, but you will be given a reasonable amount of time, usually two to seven days, to prepare your case based on the information we have given you.
 - 3) You may bring a companion to any capability hearing or appeal hearing under this procedure. The companion may be either a trade union representative or a colleague. You must tell the manager conducting the hearing who your chosen companion is, in good time before the hearing.
 - 4) If you or your companion cannot attend the hearing, you should inform us immediately and we will usually arrange an alternative time for the hearing to take place. You must make every effort to attend the hearing, and failure to attend without good reason may be treated as misconduct. If you fail to attend without good reason, or are persistently unable to do so (for example, for health reasons), we may have to take a decision based on the available evidence including any written representations you have made.
 - 5) The hearing will normally be chaired by a Director. Your companion may make representations, ask questions and sum up your case, but they will not be allowed to answer questions on your behalf. You may confer privately with your companion at any time during the hearing.
 - 6) You may ask relevant witnesses to appear at the hearing, provided you give us sufficient advance notice to arrange their attendance. You will be given the opportunity to respond to any information given by a witness.
 - 7) We will inform you in writing of our decision and our reasons for it, usually within one calendar week of the capability hearing. Where possible, we will also explain this information to you in person.

D) STAGE 1 HEARING: FIRST WRITTEN WARNING

Following a Stage 1 capability hearing, if we decide that your performance is unsatisfactory, we will give you a first written warning, setting out:

- i. The areas in which you have not met the required performance standards.
 - ii. Targets for improvement.
 - iii. Any measures, such as additional training or supervision, which will be taken with a view to improving your performance.
- i. A period for review.
 - ii. The consequences of failing to improve within the review period, or of further unsatisfactory performance.



The warning will normally remain active for six months. After the active period, the warning will remain permanently on your personnel file but will be disregarded in deciding the outcome of any future capability proceedings.

E) STAGE 2 HEARING: FINAL WRITTEN WARNING

- 1) If your performance does not improve within the review period set out in a first written warning, or if there is further evidence of poor performance while your first written warning is still active, we may decide to hold a Stage 2 capability hearing.
- 2) Following a Stage 2 capability hearing, if we decide that your performance is unsatisfactory, we will give you a final written warning.

F) STAGE 3 HEARING: DISMISSAL OR REDEPLOYMENT

- 1) We may decide to hold a Stage 3 capability hearing if we have reason to believe:
 - i. your performance has not improved sufficiently within the review period set out in a final written warning.
 - ii. your performance is unsatisfactory while a final written warning is still active; or
 - iii. your performance has been grossly negligent such as to warrant dismissal without the need for a final written warning.
- g) Following the hearing, if we find that your performance is unsatisfactory, we may consider a range of options including:
 - (a) dismissing you.
 - (b) redeploying you into another suitable job at the same or [(if your employment contract permits)] a lower grade.
 - (c) extending an active final written warning and setting a further review period (in exceptional cases where we believe a substantial improvement is likely within the review period); or
 - (d) giving a final written warning (where no final written warning is currently active).

Dismissal will normally be with full notice or payment in lieu of notice, unless your performance has been so negligent as to amount to gross misconduct, in which case we may dismiss you without notice or any pay in lieu.

H) APPEALS

- 1) If you wish to challenge a decision about your performance made under this procedure, you may appeal. State your full grounds of appeal in writing to your line manager within one calendar week of the date on which you were informed in writing of the decision.



I) PERSONAL CIRCUMSTANCES/HEALTH ISSUES

- 1) Consideration will be given to whether poor performance may be related to a disability and, if so, whether there are reasonable adjustments that could be made to your working arrangements, including changing your duties or providing additional equipment or training. We may also consider making adjustments to this procedure in appropriate cases.
- 2) If you wish to discuss any disability that may be affecting your performance at work or inform us of any medical condition you consider relevant, contact your line manager.

J) CONFIDENTIALITY

- 1) Our aim is to deal with performance matters sensitively and with respect for the privacy of any individuals involved. All employees must treat as confidential any information communicated to them in connection with a matter which is subject to this capability procedure.
- 2) You, and anyone accompanying you (including witnesses), must not make electronic recordings of any meetings or hearings conducted under this procedure, whether these meetings or hearings are conducted in person, by telephone, or using remote working platforms or technologies.
- 3) You will normally be told the names of any witnesses whose evidence is relevant to your capability hearing, unless we believe that a witness's identity should remain confidential



Disciplinary Procedures

A) INTRODUCTION

- 1) It is necessary to have a minimum number of rules in the interests of the Organisation.
- 2) The rules set standards of performance and behaviour whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is our aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals, where they are failing to meet the required standards, and not be seen merely as a means of punishment. This procedure and the rules are non-contractual and we reserve the right to amend these rules and procedures where appropriate.
- 3) Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case and appeal against any decision that you consider to be unjust.
- 4) This procedure is used to deal with misconduct. It does not apply to cases involving genuine sickness absence, proposed redundancies or poor performance.
- 5) This procedure applies to employees only. It does not apply to agency workers, consultants, self-employed contractors, volunteers or interns.
- 6) The procedure is reviewed annually by the CEO.

B) MINOR CONDUCT ISSUES

Minor conduct issues can often be resolved informally between you and your line manager. These discussions should be held in private and without undue delay whenever there is cause for concern. Where appropriate, a note of an informal discussion may be placed on your personnel file. The note will be ignored for the purposes of any future disciplinary hearings. In some cases, an informal verbal warning may be given. An informal warning will not form part of your disciplinary records. Formal steps will be taken under this procedure if the matter is not resolved, or if informal discussion is not appropriate (for example, because of the seriousness of the allegation).

- 7) If you have difficulty at any stage of the procedure because of a disability, you should discuss the situation with your line manager as soon as possible.

C) CONFIDENTIALITY

1. Our aim is to deal with disciplinary matters sensitively and with due respect for the privacy of any individuals involved. All employees must treat as confidential any information communicated to them in connection with an investigation or disciplinary matter.



You, and anyone accompanying you (including witnesses), must not make electronic recordings of any meetings or hearings conducted under this procedure, whether these meetings or hearings are conducted in person, by telephone, or using remote working platforms or technologies.

You will normally be told the names of any witnesses whose evidence is relevant to disciplinary proceedings against you, unless we believe that a witness's identity should remain confidential.

D) INVESTIGATIONS

1. The purpose of an investigation is for us to establish a fair and balanced view of the facts relating to any disciplinary allegations against you, before deciding whether to proceed with a disciplinary hearing. The amount of investigation required will depend on the nature of the allegations and will vary from case to case. By way of example, it may involve interviewing and taking statements from you and any witnesses, reviewing relevant documents and email correspondence, and/or reviewing any CCTV or other footage. We will usually appoint an Investigating Officer to carry out the investigation.
2. Investigation meetings are solely for the purpose of fact-finding and no decision on disciplinary action will be taken until after a disciplinary hearing has been held.
3. You do not normally have the right to bring a companion to an investigation meeting. However, we may allow a companion to accompany you if it helps you to overcome any disability-related disadvantage or any difficulty in understanding English.
4. You must co-operate fully and promptly in any investigation. This will include, among other things, informing us of the names of any relevant witnesses, disclosing any relevant documents to us and attending investigation meetings if required. Investigation meetings may take place in person or remotely, using remote working platforms or technologies as appropriate.

E) CRIMINAL ALLEGATIONS

- 1) Where your conduct is the subject of a criminal investigation, charge or conviction we will investigate the facts before deciding whether to take formal disciplinary action.
- 2) We will not usually wait for the outcome of any prosecution before deciding what action, if any, to take. Where you are unable or have been advised not to attend a disciplinary hearing or say anything about a pending criminal matter, we may have to take a decision based on the available evidence.
- 3) A criminal investigation, charge or conviction relating to conduct outside work may be treated as a disciplinary matter if we consider that it is relevant to your employment.

F) SUSPENSION



- 1) In some circumstances, we may need to suspend you from work. The suspension will be for no longer than is necessary to investigate any allegations of misconduct against you or so long as is otherwise reasonable while any disciplinary proceedings against you are outstanding. We will confirm the arrangements to you in writing. While suspended, you should not visit our premises or contact any of our clients, customers, suppliers, contractors or staff, unless you have been authorised to do so by your line manager.
- 2) Suspension of this kind is not a disciplinary penalty and does not imply that any decision has been made about the allegations.

G) NOTIFICATION OF A HEARING

- 1) Following any investigation, if we consider there are grounds for disciplinary action, you will be required to attend a disciplinary hearing. We will inform you in writing of the allegations against you, the basis for those allegations, and what the likely range of consequences will be if we decide after the hearing that the allegations are well-founded. We will also include the following where appropriate:

a summary of relevant information gathered during the investigation.

a copy of any relevant documents or other evidence which will be used at the disciplinary hearing; and

a copy of any relevant witness statements, except where a witness's identity is to be kept confidential, in which case we will give you as much information as possible while maintaining confidentiality.

- 2) We will give you written notice of the date, time and place of the disciplinary hearing. The hearing will be held as soon as reasonably practicable, but you will be given a reasonable amount of time, usually two to seven days, to prepare your case based on the information we have given you. If there are reasons for conducting any hearing remotely (for example, by using remote working platforms or technologies), we will provide these reasons to you and notify you of the relevant arrangements and instructions for joining the hearing. If you have any questions regarding how to join the hearing remotely, you should let us know before the hearing date.
- 3) We recognise that, in some cases, the use of remote working platforms or technologies may not be appropriate (for example, where an employee has a hearing condition or does not have access to relevant equipment or software). In these cases, the hearing will take place in person where possible

H) THE RIGHT TO BE ACCOMPANIED

- 1) You may bring a companion to any disciplinary hearing or appeal hearing under this procedure. The companion may be either a trade union representative or a colleague. You must tell the manager chairing the hearing who your chosen companion is, in good time before the hearing.



- 2) A companion is allowed reasonable time off from duties without loss of pay, but no-one is obliged to act as a companion if they do not wish to do so.
- 3) If your companion is unavailable at the time a hearing is scheduled and will not be available for more than five working days afterwards, we may ask you to choose someone else.
- 4) We may, at our discretion, allow you to bring a companion who is not a colleague or union representative (for example, a member of your family) if this will help to overcome any disability-related disadvantage, or if you have difficulty understanding English.

I) PROCEDURE AT DISCIPLINARY HEARINGS

- 1) If you or your companion cannot attend the hearing, you should inform us immediately and we will arrange an alternative time for the hearing to take place. You must make every effort to attend the hearing, and failure to attend without good reason may be treated as misconduct in itself. If you fail to attend without good reason or are persistently unable to do so (for example, for health reasons), we may have to take a decision based on the available evidence including any written representations you have made
- 2) At the disciplinary hearing, we will go through the allegations against you and the evidence that has been gathered. You will be able to respond, ask questions and present any evidence of your own. Your companion may make representations to us and ask questions but should not answer questions on your behalf. You may confer privately with your companion at any time during the hearing.
- 3) You may ask relevant witnesses to appear at the hearing, provided you give us sufficient advance notice to arrange their attendance. You will be given the opportunity to respond to any information given by a witness.
- 4) We may adjourn the disciplinary hearing if we need to carry out any further investigations such as re-interviewing witnesses in the light of any new points you have raised at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.
- 5) We will inform you in writing of our decision and our reasons for it, usually within one calendar week of the disciplinary hearing. Where possible we will also explain this information to you in person.

J) DISCIPLINARY RULES

It is not practicable to specify all disciplinary rules or offences that may result in disciplinary action, as they may vary depending on the nature of the work. In addition to the specific examples of unsatisfactory conduct, misconduct and gross misconduct shown in this handbook, a breach of other specific conditions, procedures, rules etc. that are contained within this handbook or that have otherwise been made known to you, will also result in this procedure being used to deal with such matters.

K) RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT

You will be liable to disciplinary action if you are found to have acted in any of the following



ways:

(These are examples only and not an exhaustive list).

- a) Minor breaches of our policies.
- b) Minor breaches of your contract.
- c) Damage to, or unauthorised use of, our property.
- d) Poor timekeeping.
- e) Time wasting, including but not limited to when working from home or as part of a hybrid working arrangement.
- f) Unauthorised absence from work.
- g) Working from home contrary to the terms of your employment contract and without the prior approval of your line manager.
- h) Refusal to follow instructions.
- i) Excessive use of our telephones or other information and communication systems for personal calls and messages.
- j) Excessive personal email or internet usage.
- k) Failure to provide completed time sheets or comply with other instructions, whether in writing or otherwise, or requirements to account for your working time and activities, including but not limited to in respect of time spent working from home or as part of a hybrid working arrangement.
- l) Failure to attend the workplace or other reasonably accessible location for meetings, training courses or other events.
- m) Obscene language or other offensive behaviour.
- n) Negligence in the performance of your duties.
- o) Failure to comply with any reasonable instructions or measures that we implement in response to an emergency or other critical situation
- p) Failure to report immediately any damage to property or premises caused by you.

L) RULES COVERING GROSS MISCONDUCT



Occurrences of gross misconduct are very rare because the penalty is dismissal without notice and without any previous warning being issued. It is not possible to provide an exhaustive list of examples of gross misconduct. However, any behaviour or negligence resulting in a fundamental breach of contractual terms that irrevocably destroys the trust and confidence necessary to continue the employment relationship will constitute gross misconduct. Examples of offences that will normally be deemed as gross misconduct include serious instances of:

- a) theft or unauthorised removal of our property or the property of a colleague, contractor, patient or member of the public.
- b) fraud, forgery or other dishonesty, including fabrication of expense claims and time sheets.
- c) physical violence, or bullying.
- d) deliberate and serious damage to property.
- e) deliberate acts of unlawful discrimination or harassment
- f) deliberately accessing internet sites containing pornographic, offensive or obscene material.
- g) serious insubordination.
- h) serious misuse of our property or name.
- i) bringing the organisation into serious disrepute.
- j) accepting or offering a bribe or other secret payment or other breach of our Anti-Corruption and Bribery Policy.
- k) conviction for a criminal offence that in our opinion may affect our reputation or our relationships with our staff, customers or the public, or otherwise affects your suitability to continue to work for us;
- l) possession, or being under the influence of *drugs at work.

*For this purpose, the term 'drugs' is used to describe **both** illegal drugs and other psychoactive (mind-altering) substances which may or may not be illegal.
- m) consumption of alcohol on our premises prior to and/or during hours of duty.
- n) breach of health and safety rules that endangers the lives of, or may cause serious injury to, employees or any other person.
- o) breach of patient and/or Organisation confidentiality.



p) serious failure to follow the Essential Standards of Quality and Safety by the Care Quality Commission (CQC) a copy of which is available for inspection in the office.

(The above examples are illustrative and do not form an exhaustive list).

M) DISCIPLINARY PENALTIES

The usual penalties for misconduct are set out below. No penalty should be imposed without a hearing. We aim to treat all employees fairly and consistently, and a penalty imposed on another employee for similar misconduct will usually be taken into account but should not be treated as a precedent. Each case will be assessed on its own merits.

- 1) You will not normally be dismissed for a first act of misconduct, unless we decide it amounts to gross misconduct, or you have not yet completed your probationary period.
- 2) **Stage 1: first written warning.** A first written warning may be authorised by a Director / manager. It will usually be appropriate for a first act of misconduct where there are no other active written warnings on your disciplinary record.
- 3) **Stage 2: final written warning.** A final written warning may be authorised by a Director/manager. It will usually be appropriate for:
 - i. misconduct where there is already an active written warning on your record; or
 - ii. misconduct that we consider sufficiently serious to warrant a final written warning even though there are no other active warnings on your record.
- 4) **Stage 3: dismissal.** Dismissal may be authorised by a Director / manager. It will usually only be appropriate for:
 - i. any misconduct during your probationary period.
 - ii. further misconduct where there is an active final written warning on your record or
 - iii. any gross misconduct regardless of whether there are active warnings on your record. Gross misconduct will usually result in immediate dismissal without notice or payment in lieu of notice (summary dismissal).
- 5) Alternatives to dismissal. In some cases, we may at our discretion consider alternatives to dismissal. These may be authorised by a Director / manager and will usually be accompanied by a final written warning. Examples include:
 - a. Demotion.
 - b. Transfer to another department or job.
 - c. A period of suspension without pay.
 - d. Loss of seniority.
 - e. Reduction in pay.
 - f. Loss of future pay increment or bonus.



g. Loss of overtime.

N) PERIOD OF WARNINGS

1) Formal verbal warning

A formal verbal warning will normally be disregarded for disciplinary purposes after a three-month period.

2) Written warning

A written warning will remain permanently on your personnel file but will normally be disregarded for disciplinary purposes after a six-month period.

3) Final written warning

A final written warning will remain permanently on your personnel file but will normally be disregarded for disciplinary purposes after a twelve-month period.

O) APPEALS

- 1) If you want to appeal a disciplinary decision taken against you, state your full grounds of appeal in writing to the Director of Quality and Clinical Effectiveness within one calendar week of the date on which you were informed of the disciplinary decision.
- 2) If you are appealing against dismissal, the date on which dismissal takes effect will not be delayed pending the outcome of the appeal. However, if your appeal is successful, you will be reinstated with no loss of continuity or pay.
- 3) If you raise any new matters in your appeal, we may need to carry out further investigation. If any new information comes to light, we will provide you with a summary including, where appropriate, copies of additional relevant documents and witness statements. You will have a reasonable opportunity to consider this information before the hearing, and you or your companion may comment on any new evidence arising during the appeal before any decision is taken.
- 4) We will give you written notice of the date, time and place of the appeal hearing. This will normally be two to seven days after you receive the written notice
- 5) The appeal hearing may be a complete re-hearing of the matter, or it may be a review of the fairness of the original decision in the light of the procedure that was followed and any new information that may have come to light. This will be at our discretion depending on the circumstances of your case. In any event, the appeal will be dealt with as impartially as possible.



- 6) Where practicable, the appeal hearing will be conducted by a manager who has not been previously involved in the case and is senior to the individual who conducted the previous hearing. The Investigating Officer and the manager who conducted the disciplinary hearing will also usually be present. You have the right to bring a colleague or trade union representative to the meeting.
- 7) We may adjourn the appeal hearing if we need to carry out any further investigations in the light of any new points you have raised at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.
- 8) Following the appeal hearing we may:
 - i. confirm the original decision;
 - ii. revoke the original decision; or
 - iii. substitute a different penalty.
- 9) We will inform you in writing of our final decision as soon as possible, usually within one calendar week of the appeal hearing. Where possible we will also explain this to you in person. There will be no further right of appeal.



Grievance Procedure

- 1) It is important that if you feel dissatisfied with any matter relating to your employment you should have an effective means by which such a grievance can be aired and, where appropriate, resolved.
- 2) Nothing in this procedure is intended to prevent you from informally raising any matter you may wish to mention. Informal discussion can frequently solve problems without the need for a written record. However, if you wish to raise a formal grievance you should normally do so in writing from the outset.
- 3) You have the right to be accompanied at any stage of the procedure by a fellow employee who may act as a witness or speak on your behalf to explain the situation more clearly.
- 4) If you feel aggrieved at any matter relating to your work (except personal harassment, for which there is a separate procedure following this section), you should put your grievance in writing, explaining fully the nature and extent of your grievance including relevant facts, dates and names of individuals involved and submit it to your line manager.
- 5) You will then be invited to a grievance meeting, normally within one week of receiving your written grievance. You must take all reasonable steps to attend this meeting.
- 6) You may bring a companion to the grievance meeting if you make a reasonable request in advance and tell us the name of your chosen companion. The companion may be either a trade union representative or a colleague, who will be allowed reasonable paid time off from duties to act as your companion.
- 7) If you or your companion cannot attend at the time specified you should let us know as soon as possible and we will try, within reason, to agree an alternative time.
- 8) We may adjourn the meeting if we need to carry out further investigations, after which the meeting will usually be reconvened.
- 9) You will be notified of the decision, in writing, normally within ten working days of the meeting, including your right of appeal.
- 10) If you wish to appeal you must inform a Director within five working days stating your full grounds of appeal within one week of the date the decision was sent to you.
- 11) You will then be invited to a further meeting, held normally within two weeks of receiving the appeal which you must take all reasonable steps to attend. As far as reasonably practicable, the Organisation will be represented by a more Senior Manager than attended the first meeting (unless the most Senior Manager attended that meeting).
- 12) Following the appeal meeting you will be informed of the final decision, normally within ten working days, which will be confirmed in writing. There is no further right of appeal.



Anti-Harassment and Bullying Policy

About this Policy

We are committed to providing a working environment free from harassment and bullying and ensuring all staff are treated, and treat others, with dignity and respect.

This policy covers harassment or bullying which occurs at work and out of the workplace, such as on business trips or at work-related events or social functions. It covers bullying and harassment by staff (which may include consultants, contractors and agency workers) and also by third parties such as customers, suppliers or visitors to our premises.

We have a separate policy dealing with sexual harassment.

This policy does not form part of any employee's contract of employment and we may amend it at any time.

This policy applies to all employees, officers, consultants, self-employed contractors, casual workers, agency workers, apprentices, volunteers and interns.

1. What Is Harassment?

Harassment is any unwanted physical, verbal or non-verbal conduct that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to harassment. It also includes treating someone less favourably because they have submitted or refused to submit to such behaviour in the past.

Unlawful harassment may involve conduct of a sexual nature (sexual harassment), or it may be related to age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation. Sexual harassment is dealt with under our separate policy. Harassment is unacceptable even if it does not fall within any of these categories.

Harassment may include, for example:

- a) offensive emails, text messages or social media content;
- b) racist, sexist, homophobic or ageist jokes, or derogatory or stereotypical remarks about a particular ethnic or religious group, religion or belief, or gender; or
- c) mocking, mimicking or belittling a person's disability.



A person may be harassed even if they were not the intended "target". For example, a person may be harassed by racist jokes about a different ethnic group if the jokes create an offensive environment.

Victimisation includes subjecting a person to a detriment because they have done, or a suspected of doing or intending to do, any of the following protected acts:

- a) Bringing proceedings under the Equality Act 2010.
- b) Giving evidence or information in connection with proceedings under the Equality Act 2010.
- c) Doing any other thing for the purposes of or in connection with the Equality Act 2010.
- d) Alleging that a person has contravened the Equality Act 2010.

Victimisation may include, for example:

- a) Denying someone an opportunity because it is suspected that they intend to make a complaint about harassment.
- b) Excluding someone because they have raised a grievance about harassment.
- c) Failing to promote someone because they accompanied another staff member to a grievance meeting.
- d) Dismissing someone because they gave evidence on behalf of another staff member at an employment tribunal hearing.

Harassment and victimisation are unlawful and will not be tolerated. They may lead to disciplinary action up to and including dismissal.

Third-party harassment occurs where a person is harassed by someone who does not work for, and who is not an agent of, the same employer, but with whom they have come into contact during the course of their employment. Third-party harassment could include, for example, derogatory comments about a person's age, disability, pregnancy, colour, religion or belief, sex or sexual orientation, by a client, customer or supplier visiting the employer's premises, or where a person is visiting a client, customer or supplier's premises or other location in the course of their employment.



2. What Is Bullying?

Bullying is offensive, intimidating, malicious or insulting behaviour involving the misuse of power that can make a person feel vulnerable, upset, humiliated, undermined or threatened. Power does not always mean being in a position of authority but can include both personal strength and the power to coerce through fear or intimidation.

Bullying can take the form of physical, verbal and non-verbal conduct. Bullying may include, for example:

- (a) physical or psychological threats.
- (b) overbearing and intimidating levels of supervision; or
inappropriate derogatory remarks about someone's performance.

Legitimate, reasonable and constructive criticism of a worker's performance or behaviour, or reasonable instructions given to workers in the course of their employment, will not amount to bullying on their own.

If You Are Being Harassed or Bullied

1. If you are being harassed or bullied, consider whether you feel able to raise the problem informally with the person responsible. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult or embarrassing, you should speak to your line manager or the Human Resources Department, who can provide confidential advice and assistance in resolving the issue formally or informally.
2. If informal steps are not appropriate, or have not been successful, you should raise the matter formally under our Grievance Procedure.
3. We will investigate complaints in a timely and confidential manner. The investigation will be conducted by someone with appropriate experience and no prior involvement in the complaint, where possible. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed on a "need to know" basis. We will consider whether any steps are necessary to manage any ongoing relationship between you and the person accused during the investigation.
4. Once the investigation is complete, we will inform you of our decision. If we consider you have been harassed or bullied by an employee the matter will be dealt with under the Disciplinary Procedure as a case of possible misconduct or gross misconduct. The outcome of our investigation may be put on hold while disciplinary action is taken. If the harasser or bully is a third party such as a customer or other visitor, we will consider what action would be appropriate to deal with the problem. Whether or not your



complaint is upheld, we will consider how best to manage any ongoing working relationship between you and the person concerned.

Protection and Support for Those Involved

Staff who make complaints, report that they have witnessed wrongdoing, or who participate in good faith in any investigation must not suffer any form of retaliation or victimisation as a result. Anyone found to have retaliated against or victimised someone in this way will be subject to disciplinary action under our Disciplinary Procedure.

Record-keeping

Information about a complaint by or about an employee may be placed on the employee's personnel file, along with a record of the outcome and of any notes or other documents compiled during the process. [These will be processed in accordance with our [Data Protection Policy].



Sexual Harassment Policy

Sexual harassment or victimisation of any member of staff, or anyone they come into contact with during the course of their work, is unlawful and will not be tolerated. The law requires employers to take reasonable steps to prevent sexual harassment of their staff during the course of their employment. We will take active steps to help prevent the sexual harassment and victimisation of all staff.

Anyone who is a victim of, or witness to, sexual harassment is encouraged to report it in accordance with this policy. This will enable us to take appropriate action and provide support. Sexual harassment can result in legal liability for both the business and the perpetrator, whether they work for us or are a third party outside of our control. Sexual harassment and victimisation may result in disciplinary action up to and including dismissal.

About this Policy

The purpose of this policy is to set out a framework for line managers to deal with any sexual harassment that occurs by staff (which may include consultants, contractors and agency workers) and also by third parties such as customers, suppliers or visitors to our premises. This policy does not form part of any contract of employment or contract to provide services, and we may amend it at any time.

Who Does this Policy Apply to?

This policy applies to all employees, officers, consultants, self-employed contractors, casual workers, agency workers, apprentices, volunteers and interns. Our obligations and your duties under this policy also extend to job applicants and former employees. It covers all areas of the business.

Who Is Responsible for this Policy?

The CEO has overall responsibility for the effective operation of this policy but has delegated responsibility for overseeing its implementation to the Director of Quality and Clinical Effectiveness. Suggestions for change should be reported to the Director of Quality and Clinical Effectiveness.

Line managers have day-to-day responsibility for this policy and you should refer any questions about this policy to them in the first instance.

This policy is reviewed as the need arises. We will monitor its effectiveness and implement any changes that may be required.

1 What Is Sexual Harassment?

Sexual harassment is any unwanted physical, verbal or non-verbal conduct of a sexual nature that has the purpose or effect of violating a person's dignity, or creating an intimidating,



hostile, degrading, humiliating or offensive environment for them. A single incident can amount to sexual harassment.

It also includes treating someone less favourably because they have submitted or refused to submit to unwanted conduct of a sexual nature, or that is related to gender reassignment or sex, in the past.

Sexual harassment may include, for example:

- unwanted physical conduct or "horseplay", including touching, pinching, pushing and grabbing;
- continued suggestions for sexual activity after it has been made clear that such suggestions are unwelcome;
- sending or displaying material that is pornographic or that some people may find offensive (including emails, text messages, video clips and images sent by mobile phone or posted on the internet);
- unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless); or
- offensive emails, text messages or social media content

A person may be sexually harassed even if they were not the intended target. For example, a person may be sexually harassed by pornographic images displayed on a colleague's computer in the workplace.

Victimisation includes subjecting a person to a detriment because they have done, or are suspected of doing or intending to do, any of the following protected acts:

Bringing proceedings under the Equality Act 2010.

Giving evidence or information in connection with proceedings under the Equality Act 2010.

Doing any other thing for the purposes of or in connection with the Equality Act 2010

Alleging that a person has contravened the Equality Act 2010.

Victimisation may include, for example:

- Denying someone an opportunity because it is suspected that they intend to make a complaint about sexual harassment.
- Excluding someone because they have raised a grievance about sexual harassment.



- Failing to promote someone because they accompanied another staff member to a grievance meeting.
- Dismissing someone because they gave evidence on behalf of another staff member at an employment tribunal hearing.

Sexual harassment and victimisation are unlawful and will not be tolerated. They may lead to disciplinary action up to and including dismissal if they are committed:

- In a work situation.
- During any situation related to work, such as at a social event with colleagues.
- Against a colleague or other person connected to us outside of a work situation, including on social media.
- Against anyone outside of a work situation where the incident is relevant to your suitability to carry out your role.

We will take into account any aggravating factors, such as abuse of power over a more junior colleague, when deciding the appropriate disciplinary action to take.

If any sexual harassment or victimisation of staff occurs, we will take steps to remedy any complaints and to prevent it happening again. These may include updating relevant policies, providing further staff training and taking disciplinary action against the perpetrator. Third-party harassment occurs where a person is harassed or sexually harassed by someone who does not work for, and who is not an agent of, the same employer, but with whom they have come into contact during the course of their employment. Third-party harassment could include, for example, unwelcome sexual advances from a client, customer or supplier visiting the employer's premises, or where a person is visiting a client, customer or supplier's premises or other location in the course of their employment.

Third-party sexual harassment can result in legal liability and will not be tolerated. The law requires employers to take reasonable steps to prevent sexual harassment by third parties. Although a member of staff cannot bring a claim for third-party harassment alone, it can still result in legal liability for an employer when raised in other types of claims. All staff are encouraged to report any third-party harassment they are a victim of, or witness, in accordance with this policy.

Any sexual harassment by a member of staff against a third party may lead to disciplinary action up to and including dismissal.



We will take active steps to try to prevent third-party sexual harassment of staff. These may include warning notices to customers or recorded messages at the beginning of telephone calls.

If any third-party harassment of staff occurs, we will take steps to remedy any complaints and to prevent it happening again. These may include warning the harasser about their behaviour, banning them from our premises, reporting any criminal acts to the police, and sharing information with other branches of the business.

2 If You Are Being Sexually Harassed: Informal Steps

If you are being sexually harassed, consider whether you feel able to raise the problem informally with the person responsible. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult, you should speak to your line manager who can provide confidential advice and assistance in resolving the issue formally or informally. If you feel unable to speak to your line manager because the complaint concerns them, you should speak informally to the HR Department. If this does not resolve the issue, you should follow the formal procedure below.

If you are not certain whether an incident or series of incidents amounts to sexual harassment, you should initially contact your line manager informally for confidential advice.

If informal steps are not appropriate, or have been unsuccessful, you should follow the formal procedure set out below or refer to our Grievance Procedure.

3 Raising a Formal Complaint

If you wish to make a formal complaint about sexual harassment, you should submit it in writing to your line manager. If the matter concerns your line manager, you should submit it to the CEO.

Your written complaint should set out full details of the conduct in question, including the name of the harasser, the nature of the sexual harassment, the date(s) and time(s) at which it occurred, the names of any witnesses and any action that has been taken so far to attempt to stop it from occurring.

If you wish to make a formal complaint about victimisation, you should submit it in writing to your line manager. If the matter concerns your line manager, you should submit it to the CEO.

Your written complaint should set out full details of the conduct in question, including the name of the person or persons you believe have victimised you, the reason you believe you have been victimised, the nature of the victimisation, the date(s) and time(s) at which it occurred, the names of any witnesses and any action that has been taken so far to attempt to stop it from occurring.



As a general principle, the decision whether to progress a complaint is up to you. However, we have a duty to protect all staff and may pursue the matter independently if, in all the circumstances, we consider it appropriate to do so.

4 If You Witness Sexual Harassment or Victimisation

Staff who witness sexual harassment or victimisation are encouraged to take appropriate steps to address it. Depending on the circumstances, this could include:

- Intervening where you feel able to do so.
- Supporting the victim to report it or reporting it on their behalf.
- Reporting the incident where you feel there may be a continuing risk if you do not report it.
- Co-operating in any investigation into the incident.

All witnesses will be provided with appropriate support and will be protected from victimisation.

5 Formal Investigation

We will investigate complaints in a timely, respectful and confidential manner. Individuals not involved in the complaint or the investigation should not be told about it.

We will arrange a meeting with you, usually within one week of receiving your complaint, so that you can give your account of events. You have the right to be accompanied by a colleague or a trade union representative of your choice, who must respect the confidentiality of the investigation.

Where your complaint is about an employee, we may consider suspending them on full pay or making other temporary changes to working arrangements pending the outcome of the investigation, if circumstances require. We will also consider what additional action may be appropriate to protect you and other staff pending the outcome of the investigation.

The investigator will also meet with the alleged harasser who may also be accompanied by a colleague or trade union representative of their choice to hear their account of events. They have a right to be told the details of the allegations against them, so that they can respond. Where your complaint is about someone other than an employee, such as a customer, supplier or visitor, we will consider what action may be appropriate to protect you and other staff pending the outcome of the investigation, bearing in mind the reasonable needs of the business and the rights of that person. Where appropriate, we will attempt to discuss the matter with the third party.



We will also consider any request that you make for changes to your own working arrangements during the investigation. For example, you may ask for changes to your duties or working hours to avoid or minimise contact with the alleged harasser.

It may be necessary to interview witnesses to any of the incidents mentioned in your complaint. If so, the importance of confidentiality will be emphasised to them.

At the end of the investigation, the investigator will submit a report to a manager. The manager will arrange a meeting with you, usually within a week of receiving the report, in order to discuss the outcome and what action, if any, should be taken. You have the right to bring a colleague or a trade union representative to the meeting. A copy of the report and the manager's findings will be given to you and to the alleged harasser.

6 Action Following the Investigation

If the manager considers that there is a case to answer and the harasser is an employee, the matter will be dealt with as a case of possible misconduct or gross misconduct under our Disciplinary Procedure. Our investigation into your complaint may be put on hold pending the outcome of the Disciplinary Procedure.

Where the disciplinary outcome is that sexual harassment occurred, prompt action will be taken to address it. We will also consider what additional measures need to be taken to prevent future sexual harassment of staff. If the harasser is a third party, such as a customer or other visitor, we will consider what action would be appropriate to deal with the problem and prevent a recurrence

Whether or not your complaint is upheld, we will consider how best to manage the ongoing working relationship between you and the person concerned. It may be appropriate to arrange some form of mediation or counselling, or to change the duties, working location or reporting lines of one or both parties.

Any staff member who deliberately provides false information in bad faith, or who otherwise acts in bad faith as part of an investigation, may be subject to action under our Disciplinary Procedure. However, you will not be disciplined or treated detrimentally because your complaint has not been upheld.

7 Appeals

If you are not satisfied with the outcome you may appeal in writing to your line manager, stating your full grounds of appeal, within one week of the date on which the decision was sent or given to you.

We will hold an appeal meeting, normally within one week of receiving your written appeal. Where practicable, the appeal hearing will be conducted by a manager who has not been previously involved in the case. They may ask anyone previously involved to be present. You have the right to bring a colleague or trade union representative to the meeting.



We will confirm our final decision in writing, usually within one week of the appeal hearing. This is the end of the procedure and there is no further appeal.

8 Protection and Support for Those Involved

Staff who make complaints, report that they have witnessed wrongdoing, or who participate in good faith in any investigation must not suffer any form of retaliation or victimisation as a result. Anyone found to have retaliated against or victimised someone in this way will be subject to disciplinary action under our Disciplinary Procedure.

If you believe you have suffered any such treatment you should inform your line manager. If the matter is not remedied, you should raise it formally using our Grievance Procedure or this procedure if appropriate.

We will monitor the treatment and outcomes of any complaints of sexual harassment or victimisation we receive to ensure that they are properly investigated and resolved, those who report or act as witnesses are not victimised, repeat offenders are dealt with appropriately, cultural clashes are identified and resolved and workforce training is targeted where needed.

9 Reporting Outcomes, Confidentiality and Record-keeping

Confidentiality is an important part of the procedures provided under this policy. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed on a "need to know" basis. Breach of confidentiality may give rise to disciplinary action under our Disciplinary Procedure.

When appropriate and possible, where a complaint is upheld, we will advise the complainant of the action that has been taken to address their specific complaint and any measures put in place to prevent a similar event happening again.

Information about a complaint by or about a staff member may be placed on their personnel file, along with a record of the outcome and of any notes or other documents compiled during the process.

Equality, Inclusion and Diversity Policy

A) STATEMENT OF POLICY

We are committed to promoting equal opportunities in employment and creating a workplace culture in which diversity and inclusion is valued and everyone is treated with dignity and respect. As part of our zero-tolerance approach to discrimination in any form, you and any job applicants will receive equal treatment regardless of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation



(Protected Characteristics). We are also committed to providing equitable treatment to all those we deal with as an organisation, including customers and suppliers.

We will take all reasonable steps to:

- Promote awareness and provide training to all staff and all managers on all aspects of equality and diversity in the workplace.
- Apply the principles of equity to all staff and all job applicants so that there is equality of opportunity. Our aim is that no individual is denied employment opportunities for reasons unrelated to ability.
- Establish programmes and processes that ensure a diversity of candidates at all career stages beginning with recruitment, including the development and promotion of talent through to the appointment of senior leadership.
- Implement all internal policies and procedures (on a fair and impartial basis).
- Create an inclusive working environment that is sensitive to the needs of staff of differing cultures, religions and beliefs. For example, in connection with festivals, religious observance and dress.
- Make reasonable adjustments to enable employees with disabilities to function effectively and to their full potential.
- Ensure that all work environments are free from all forms of discrimination, harassment, intimidation or bullying.
- Monitor how this policy is working in practice.

The purpose of this policy is to set out our approach to diversity, equity and inclusion. Our aim is to encourage and support diversity, equity and inclusion and actively promote a culture that values difference and eliminates discrimination in our workplace. It applies to all aspects of employment with us, including recruitment, pay, benefits and conditions, flexible working and leave, training, appraisals, promotion, conduct at work, disciplinary and grievance procedures, and termination of employment.

This policy does not form part of any contract of employment or other contract to provide services, and we may amend it at any time.

This policy applies to all employees, officers, consultants, contractors, volunteers, interns, casual workers and agency workers.

B) Who Is Responsible for this Policy?



1. The Director of Quality and Clinical Effectiveness has overall responsibility for the effective operation of this policy but has delegated day-to-day responsibility for overseeing its implementation to Line Managers. Questions about the policy or suggestions for change should be referred to your Line Manager.
2. All managers must set an appropriate standard of behaviour, lead by example and ensure that those they manage adhere to the policy and promote our aims and objectives with regard to diversity, equity and inclusion.
3. This policy is reviewed annually by the CEO.

Diversity and Inclusion Training

Managers will be given appropriate training on recognising and avoiding discrimination, harassment, victimisation and promoting equality of opportunity and diversity in the areas of recruitment, development and promotion.

The Director of Quality and Clinical Effectiveness has overall responsibility for equality training for staff and managers, as appropriate.

We will provide you with regular access to training to ensure that everyone is aware of and understands the contents of this policy. Following the training, you will be required to confirm that you have read, understand and will comply with this policy.

Discrimination

You must not unlawfully discriminate against or harass other people, including current and former staff, job applicants, clients, customers, suppliers and visitors. This applies in the workplace, outside the workplace (when dealing with customers, suppliers or other work-related contacts or when wearing a work uniform), and on work-related trips or events including social events.

The following forms of discrimination are prohibited under this policy and are unlawful:

Direct discrimination: treating someone less favourably because of a Protected Characteristic. For example, rejecting a job applicant because of their religious views or because they might be gay.

Direct discrimination can include associative discrimination, where a person is treated less favourably because of their association with an individual with a Protected Characteristic, and perception discrimination, where a person is treated less favourably because of the mistaken belief that they possess a Protected Characteristic.

Indirect discrimination: a provision, criterion or practice that applies to everyone but adversely affects people with a particular Protected Characteristic more than others and is



not justified. For example, requiring a job to be done full-time rather than part-time would adversely affect women because they generally have greater childcare commitments than men. Such a requirement would be discriminatory unless it can be justified.

- i. **Harassment:** this includes sexual harassment and other unwanted conduct related to a Protected Characteristic, which has the purpose or effect of violating someone's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. Harassment is dealt with further in our Anti-harassment and Bullying Policy.
- ii. **Victimisation:** retaliation against someone who has complained or has supported someone else's complaint about discrimination or harassment. This includes where someone mistakenly believes that the person victimised has done so.
- iii. **Disability discrimination:** this includes direct and indirect discrimination, any unjustified less favourable treatment because of the effects of a disability, and failure to make reasonable adjustments to alleviate disadvantages caused by a disability.

Recruitment and Selection

Recruitment, promotion, and other selection exercises such as redundancy selection will be conducted on the basis of merit, against objective criteria that avoid discrimination. When recruiting or promoting, we will aim to take steps to improve the diversity of our workforce and provide equality of opportunity. Shortlisting should be done by more than one person and with the involvement of the HR Department, where possible. Our recruitment procedures will be reviewed regularly to ensure that individuals are objectively assessed on the basis of their relevant merits and abilities.

1. Vacancies should generally be advertised to a diverse section of the labour market by using a variety of social media channels. Advertisements should avoid stereotyping or using wording that may discourage particular groups from applying. They should include a short policy statement on equal opportunities and the employer's commitment to diversity, equity and inclusion in the workplace and state that a copy of this policy will be made available on request.
2. Job applicants should not be asked questions which might suggest an intention to discriminate on grounds of a Protected Characteristic. For example, applicants should not be asked whether they are pregnant or planning to have children.



3. Job applicants should not be asked about health or disability before a job offer is made. There are limited exceptions which should only be used with the approval of the Director of Quality and Clinical Effectiveness.

For example:

Questions necessary to establish if an applicant can perform an intrinsic part of the job (subject to any reasonable adjustments).

Questions to establish if an applicant is fit to attend an assessment or any reasonable adjustments that may be needed at interview or assessment.

Positive action to recruit disabled persons.

Equal opportunities monitoring (which will not form part of the selection or decision-making process).

4. Where necessary, job offers can be made conditional on a satisfactory medical check.
5. We are required by law to ensure that all employees are entitled to work in the UK. Assumptions about immigration status should not be made based on appearance or apparent nationality. All prospective employees, regardless of nationality, must be able to produce original documents (such as a passport) before employment starts, to satisfy current immigration legislation. The list of acceptable documents is available from the HR Department or UK Visas and Immigration.

C) **Training, Promotion and Conditions of Service**

1. Training needs will be identified through regular appraisals which will be based entirely on an objective assessment of performance and will not be influenced by any Protected Characteristics that you may have. You will be given appropriate access to training to enable you to progress within the organisation and all promotion decisions will be made on the basis of merit.
2. Our conditions of service, benefits and facilities are reviewed regularly to ensure that they are available to all of you who should have access to them and that there are no unlawful obstacles to accessing them.

D) **Monitoring**

1. We will monitor the effectiveness of our policies and procedures in meeting our diversity, equity and inclusion objectives and to identify areas in which further resources or support are required to achieve equality of experience.

Commented [FD4]: It is best practice to monitor the effectiveness of the equal opportunities policies. EHRC suggests you can do so by monitoring areas such as:

- How many people with a particular protected characteristic apply for each job, and how many are shortlisted, recruited or promoted.
- How many people in the workforce have a particular protected characteristic, and their level within the organisation.
- The satisfaction levels of staff with a particular protected characteristic.
- Whether disciplinary action is disproportionately taken against workers with a particular protected characteristic.
- The extent to which the protected characteristics of the workforce reflect those of the local community, by making comparisons with regional representational data.
- The numbers of workers with particular protected characteristics in the workforce compared with those in the sector, by making comparisons with industry standard data.



2. We will also monitor the treatment and outcomes of any complaints of discrimination, harassment or victimisation we receive to ensure that they are properly investigated and resolved, those who report or act as witnesses are not victimised, repeat offenders are dealt with appropriately, cultural clashes are identified and resolved and workforce training is targeted where needed.
3. We will regularly share with you the progress and achievements we have made towards our diversity, equity and inclusion objectives.

E) Termination of Employment

1. We will ensure that redundancy criteria and procedures are fair and objective and are not directly or indirectly discriminatory.
2. We will also ensure that disciplinary procedures and penalties are applied without discrimination, whether they result in disciplinary warnings, dismissal or other disciplinary action.

F) Disabilities

1. If you are disabled or become disabled, we encourage you to tell us about your condition so that we can support you as appropriate.
2. If you experience difficulties at work because of your disability, you may wish to contact your line manager to discuss any reasonable adjustments that would help overcome or minimise the difficulty. Your line manager may wish to consult with you and your medical adviser about possible adjustments. We will consider the matter carefully and try to accommodate your needs within reason. If we consider a particular adjustment would not be reasonable, we will explain our reasons and try to find an alternative solution where possible.
3. We will monitor the physical features of our premises to consider whether they might place anyone with a disability at a substantial disadvantage. Where necessary, we will take reasonable steps to improve access.

G) Part-time and Fixed-term Work

Part-time and fixed-term staff should be treated the same as comparable full-time or permanent staff and enjoy no less favourable terms and conditions (on a pro-rata basis where appropriate), unless different treatment is justified.



H) Breaches of this Policy

1. We take a strict approach to breaches of this policy, which will be dealt with in accordance with our Disciplinary Procedure. Serious cases of deliberate discrimination and victimisation may amount to gross misconduct resulting in dismissal.
2. If you believe that you have suffered harassment, bullying or discrimination, or witnessed it happening to someone else in the workplace, you can raise the matter through our Grievance Procedure and through our Anti-harassment and Bullying Policy as appropriate. Complaints will be treated in confidence and investigated as appropriate.
3. There must be no victimisation or retaliation against staff who complain about or report discrimination. If you believe you have been victimised for making a complaint or report of discrimination, or have witnessed it happening to someone else in the workplace, you should raise this through our Grievance Procedure.
4. We encourage the reporting of all types of potential discrimination, as this assists us in ensuring that diversity, equity and inclusion principles are adhered to in the workplace. However, making a false allegation in bad faith, or that you know to be untrue, will be treated as misconduct and dealt with under our Disciplinary Procedure.

I) Related Policies

This policy is supported by the following other policies and procedures:

- i. Anti-harassment and Bullying Policy.
- ii. Grievance Procedure.
- iii. Disciplinary Procedure.
- iv. Gender Identity Policy.
- v. Sexual harassment policy.
- vi. Flexible Working Procedure.
- vii. Maternity, Paternity, Adoption and Shared Parental Leave Policies.
- viii. Parental Leave Policy.
- ix. Time Off for Dependents Policy.



- x. Dress Code.
- xi. Homeworking Policy.
- xii. Hybrid Working Policy.
- xiii. Career Break Policy.



Employee Privacy Notice

Data controller: Chris Mitchell

Data protection officer: Imran Gohar

Stellar Healthcare collects and processes personal data relating its employees to manage the employment relationship. Stellar Healthcare is committed to being transparent about how it collects and uses that data and to meeting its data protection obligations.

What information does Stellar Healthcare collect?

- **Personal Data:**
 - Name, address, contact details (email address, telephone number), date of birth, and gender.
 - Terms and conditions of your employment.
 - Qualifications, skills, experience, and employment history, including start and end dates with previous employers and Stellar Healthcare.
 - Remuneration details, including entitlement to benefits such as pensions or insurance cover.
 - Bank account details and National Insurance number.
 - Marital status, next of kin, dependants, and emergency contacts.
 - Nationality and entitlement to work in the UK.
 - Criminal record information (Disclosure and Barring Service [DBS] checks).
 - Schedule (days of work, working hours) and attendance records.
 - Periods of leave (e.g., holiday, sickness absence, family leave, sabbaticals) and reasons for the leave.
 - Disciplinary or grievance procedures, including warnings and related correspondence.
 - Performance assessments, including appraisals, reviews, ratings, training records, performance improvement plans, and related correspondence.
- **Special Category Data:**
 - Medical or health conditions, including disabilities for which reasonable adjustments are needed.
 - Trade union membership (for payroll deductions).



- Equal opportunities monitoring information (e.g., ethnic origin, sexual orientation, health, religion, or belief), provided voluntarily and via statutory obligation.
- **Criminal Conviction Data:**
 - DBS check results, where required for roles involving patient care.

Stellar Healthcare collects this information in a variety of ways, such as:

- Application forms, CVs or resumes
- Copies of passport or other identity documents.
- interviews or other forms of assessment.
- Forms completed at the start of or during employment.
- From correspondence with you.
- Meetings or performance reviews

We may also collect data from third parties, including:

- References from former employers.
- Employment background checks
- DBS checks via the Disclosure and Barring Service
- Occupational health providers (e.g., for fitness-to-work assessments)

Data is stored in:

- Your application record.
- HR management systems (e.g., Electronic Staff Record [ESR] for payroll);
- IT systems, including email.

Why Does Stellar Healthcare Process Personal Data?

We process personal data for the following purposes and legal bases under UK GDPR:

- To enter into and perform your employment contract (Article 6(1)(b)):
 - Provide you with an employment contract.
 - Pay you in accordance with your contract.
 - Administer pension, insurance, and other benefits.
- To comply with legal obligations (Article 6(1)(c)):



- Verify your right to work in the UK.
- Deduct tax and National Insurance contributions.
- Comply with health and safety laws.
- Enable statutory leave entitlements (e.g., maternity, paternity).
- Conduct DBS checks for roles involving patient care.
- To perform tasks in the public interest (Article 6(1)(e), applicable to healthcare):
 - Ensure safe and effective staffing for patient care.
- To pursue legitimate interests (Article 6(1)(f), where not overridden by your rights):
 - Run recruitment and promotion processes.
 - Maintain accurate employment records and emergency contact details.
 - Record disciplinary and grievance processes to ensure workplace conduct.
 - Manage employee performance, career development, and workforce planning.
 - Track absence to ensure proper pay and benefits.
 - Obtain occupational health advice to meet disability and health and safety obligations.
 - Administer other leave types (e.g., parental leave) to ensure compliance and proper benefits.
 - Provide references for current or former employees.
 - Respond to legal claims.
 - Promote workplace equality.
- For special category data (e.g., health, trade union membership, ethnic origin), we rely on:
 - Employment law obligations (Article 9(2)(b)): Processing health data to assess fitness to work, make reasonable adjustments, or comply with health and safety laws.
 - Health or social care purposes (Article 9(2)(h)): Occupational health assessments to ensure employee wellbeing.
 - Consent (Article 9(2)(a)): For voluntary and statutory obligation equal opportunities monitoring (e.g., ethnic origin, sexual orientation). You may withdraw consent at any time without detriment by contacting the DPO.



For criminal conviction data, we process DBS check results under Article 10 of the UK GDPR and the Data Protection Act 2018, Schedule 1, Part 1, to ensure suitability for healthcare roles.

Who Has Access to Your Data?

Your information will be shared internally with:

- Your manager/supervisor for performance management and employment-related decisions.
- HR staff for managing your employment records and benefits.
- Payroll staff for processing your salary and deductions.
- IT staff for maintaining systems that store your data (e.g., email, HR platforms).

Stellar Healthcare shares your data with third parties for the following purposes:

- Pre-employment checks: Obtaining references from former employers, employment background checks from third-party providers, and DBS checks from the Disclosure and Barring Service to ensure suitability for healthcare roles.
- Payroll and benefits: External payroll providers, pension schemes (e.g., NHS Pension Scheme, if applicable), and insurance providers to administer your salary and benefits.
- Occupational health: Third-party occupational health providers to assess fitness to work, make reasonable adjustments, or comply with health and safety obligations.
- Regulatory compliance: Sharing with HMRC for tax purposes, the Care Quality Commission (CQC) for regulatory audits, or other NHS systems (e.g., Electronic Staff Record ESRESRESR) for payroll and workforce management, if applicable.
- Business transfers: In the event of a sale or transfer of some or all of Stellar Healthcare's business, your data may be shared under strict confidentiality arrangements.
- Legal obligations: Sharing with external auditors or legal advisors to respond to or defend against legal claims.

Where we engage third parties to process data on our behalf, they operate under written contracts, are bound by confidentiality obligations, and must implement appropriate security measures to protect your data.

Your data may be transferred outside the UK (e.g., to the European Economic Area or other countries) for processing by third-party providers (e.g., cloud services). In such cases, we ensure safeguards like UK International Data Transfer Agreements or adequacy decisions are in place to protect your data.

Stellar Healthcare *will not* transfer your data to countries outside the European Economic Area.

How does Stellar Healthcare protect data?



We take data security seriously and implement technical and organizational measures, including:

- Encryption of sensitive data.
- Secure servers and access controls to limit data access to authorized personnel.
- Regular security audits and staff training.
- Written contracts with third-party processors, requiring equivalent security standards and confidentiality.

For how long does Stellar Healthcare keep data?

We hold your personal data for the duration of your employment. After employment ends, data is retained as follows:

- Payroll and tax records: 6 years (HMRC requirements).
- DBS check results: 3 years, unless otherwise required by CQC or safeguarding policies.
- Occupational health records: 6 years or as required by health and safety laws.
- Performance and disciplinary records: 2 years, unless part of ongoing legal claims.
- Other HR records: As per Stellar Healthcare's retention policy, available on our intranet.

Anonymized data may be retained indefinitely for statistical purposes.

Your rights

As a data subject, you have the following rights under UK GDPR:

- **Access:** Obtain a copy of your data (Subject Access Request).
- **Rectification:** Correct inaccurate or incomplete data.
- **Erasure:** Request deletion of data (subject to legal retention obligations).
- **Restriction:** Restrict processing in certain circumstances (e.g., if data is inaccurate).
- **Objection:** Object to processing based on legitimate interests or public tasks.
- **Data Portability:** Receive your data in a structured, machine-readable format (where applicable).
- **Withdraw Consent:** Withdraw consent for voluntary data (e.g., equal opportunities monitoring) without detriment.

If you would like to make a Sars request, please contact sthe.sars@nhs.net . If you would like to exercise any other of these rights, please contact our Data Controller Chris Mitchell at chris.mitchell19@nhs.net or Stellar Healthcare, Florence Nightingale House, Health Centre, Church Langley Way, Harlow CM17 9TG



If you believe we have not complied with your data protection rights, you can complain to the Information Commissioner's Office (ICO) at www.ico.org.uk, telephone: 0303 123 1113, or ICO, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.

Automated Decision-Making

Stellar Healthcare does not use automated decision-making or profiling that produces legal or significant effects on you.

What If You Do Not Provide Personal Data?

You are required to provide certain data under your employment contract, such as contact details, right-to-work documentation, and payment details, to enable us to enter and perform the contract. You must also report absences and provide information for disciplinary matters under the implied duty of good faith. Failing to provide this data may prevent you from exercising statutory rights (e.g., maternity leave) or hinder our ability to administer employment obligations efficiently.

Voluntary data, such as equal opportunities monitoring information, is optional, and refusal will not affect your employment.

Availability

Staff Employee Handbook also available via shared drive and TeamNet. If working at the UTC, the handbook is available on Sharepoint.



Employee Handbook Issues and Updates

Pages	Issue Number	Date
1 - 38	1	November 2014
1 - 39	2	June 2015
27, 31, 36	3	June 2016
1 - 40	4	December 2016
1 - 43	5	Relaunch March 2018
5, 6, 14, 18, 27	6	January 2019
13, 18	7	April 2019
9, 13, 27, 41, 42, 43, 44	8	September 2021
		May 2025 Ashtons amends
Full Document	9	AB/DR review June 2025