NUGENT STAFF HANDBOOK

12th Edition
Nov 2015
STAFF HANDBOOK – SUPPORT STAFF

INTRODUCTION
As the Chief Executive it is my pleasure to put forward this staff handbook which outlines in Part One the terms and conditions of employment of Staff at Nugent. This is the document which is referred to in the "Principal Statement" of Employment provided to staff with their letter of offer of employment.

N Wragg
Chief Executive

THE STATUS AND PURPOSE OF THE STAFF HANDBOOK

The staff handbook has been produced primarily to enable you to familiarise yourself with Nugent and how it operates. No handbook can explain everything; if a particular point is not covered, you should consult with your line manager in the first instance. The purpose of the staff handbook is to set out Nugent’s policies, practices, procedures and details of certain benefits and miscellaneous provisions relating to your employment by Nugent. (By taking employment with Nugent, you are deemed to have undertaken to comply with such policies and procedures.)
# TABLE OF CONTENTS

## INTRODUCTION

## PART 1 Contractual Terms and Conditions

1. TERMS AND CONDITIONS OF EMPLOYMENT
2. HOURS OF WORK
3. ANNUAL LEAVE AND HOLIDAYS
4. LEAVE OF ABSENCE, FAMILY LEAVE AND SPECIAL LEAVE
5. PART TIME EMPLOYEES
6. TEMPORARY AND FIXED TERM EMPLOYEES
7. SICKNESS SCHEME
8. FINANCIAL ASSISTANCE AND ADVICE TO STAFF INJURED AT WORK
9. PENSION & GROUP LIFE ASSURANCE
10. SALARIES, GRADING PROVISIONS AND ADDITIONAL PAYMENTS
11. PROBATIONARY SERVICE AND PROMOTION
12. PERIOD OF NOTICE TO TERMINATE EMPLOYMENT
13. HEALTH AND SAFETY
14. FLEXIBILITY
15. PROFESSIONAL REGISTRATION & THE DBS UPDATE SERVICE
16. INFORMATION GOVERNANCE & CODE OF CONFIDENTIALITY
17. DATA PROTECTION FAIR COLLECTION NOTICE – STAFF DETAILS
18. CRIMINAL OFFENCES
19. WORKING IN ANOTHER JOB
20. RETURN OF NUGENT PROPERTY

## PART 2 For Information Only

1. SICKNESS SCHEME PROCEDURE
2. DISCIPLINARY, GRIEVANCE AND CAPABILITY PROCEDURES
3. ENHANCED PAYMENTS
4. CAR ALLOWANCES
5. REIMBURSEMENT OF EXPENDITURE
6. EQUALITIES
7. TRAINING AND DEVELOPMENT
8. MISCELLANEOUS POLICIES PRACTICES AND PROCEDURES – see policy and procedure manual 1-3 located at each workplace
9. OTHER CHANGES
10. DATA PROTECTION FAIR COLLECTION NOTICE
PART 1

1. TERMS AND CONDITIONS OF EMPLOYMENT

Your principal terms and conditions of employment are set out in your offer letter and statement of particulars. Any alterations in the Statement will be notified to you within four weeks of the change. Unless you inform Nugent otherwise, you will be deemed to have accepted any change in these terms and conditions four weeks after notification of such change. This Handbook outlines other standard terms and conditions and policies that should be adhered to during your employment. The Handbook seeks to provide a framework for staff and confirms the current situation at Nugent. The detail of the Handbook shows the ‘standard’ terms and conditions applied for the majority of staff. However due to the diverse nature of work and different funding streams from statutory and other partners, standard terms will not always be achievable for all staff groups. Any difference to the standard terms that affects individual staff will be clearly documented in an individual’s appointment letter and statement of particulars. These and any similar documentation given to you will supersede the detail in this staff handbook.

2. HOURS OF WORK

2.1 Standard hours

Full time employees generally work a 37 hour or 39 hour week that is organised to meet the needs of a particular service. This may involve shifts, rotas and weekend working. Some post hours may be calculated over a period other than a week. Staff may be required to work across all locations where appropriate and reasonable.

Staff working at Nugent Schools will work to the agreed Term Time Working arrangements, if applicable.

Variations to the established working week or patterns of work will be reasonable and subject to adequate notice.

All working arrangements will comply with relevant Health and Safety legislation including the European working time directive and its associated UK legislation.

2.2 Working more than standard 37 or 39 hours per week

Staff are not normally contracted to work hours of more than the standard 37 or 39 hour week unless essential for the job.

2.2.1 For staff employed prior to 11th June 2012 the following applies;

Where additional hours are worked as a normal part of the job, staff shall receive either payments in accordance with Part 2, Section 3 of this document or equivalent time off in lieu.
For staff employed with effect from 11th June 2012 onwards the following applies;

All hours of work will be paid a flat rate irrespective of day or night working, See part 2, section 3.1.2

2.2.2 Staff working at Nugent Schools will work to the agreed Term Time Working arrangements which will surpass the standard week but are incorporated into their pay, if applicable.

2.3 Automatic time recording of attendance

All staff are required to use the appropriate time recording of attendance provided at the Establishment/Function/Project.

3 ANNUAL LEAVE AND HOLIDAYS

3.1 Annual Leave entitlement

3.1.1 For staff employed prior to 11th June 2012 the following applies;

The minimum paid annual leave entitlement for staff is 20 days + public holidays + 2 extra statutory days which are to be taken at an agreed date with the Head of Establishment/Function/Project. Staff will receive a further five days for those who immediately prior to the commencement of the leave year have had not less than 5 years continuous service.

3.1.2 For staff employed with effect from 11th June 2012 onwards the following applies;

The maximum paid annual leave for staff is 20 days + 8 public holidays + 2 additional days. Part time staff will receive a pro rata entitlement of the above.

3.2 The relevant day for calculating continuous service is the date of joining Nugent. The entitlement as expressed applies to five day working patterns. For alternative working patterns an equivalent leave entitlement should be calculated. Part time staff will receive a pro rata entitlement of the above and annual leave is calculated in hours. It may also be calculated in hours in some Establishments.

3.3 The annual leave period known as "the leave year" is from 1st January to 31st December

3.4 Leave must be taken by the end of the leave year and normally may not be carried forward. Leave will not be paid for in lieu of it being taken except where staff leave the employment of Nugent. Where deemed appropriate by the manager staff may carry over a maximum of 5 days leave over to a new leave year.

(Different local arrangements for the leave year are in place for Nugent Schools)
3.5 Proportion of leave for less than a full year of service

3.5.1 If a member of staff joins or leaves Nugent their holiday entitlement will be calculated on a pro rata basis. If a member of staff that leaves Nugent has taken annual leave in excess of the entitlement they will refund the difference, by deduction from their final salary. If any excess number of days have accrued due to a management decision based on the needs of the service preventing an employee taking their full leave entitlement, payment will be made for the days not taken.

3.6 Illness during annual leave

If a member of staff becomes ill during their annual leave, provided that normal sickness reporting procedures are satisfied, they shall be regarded as being on sickness absence from the date on the Doctor’s statement (Fit Note). A Fit Note is required for any period of illness for time booked against annual leave. The annual leave shall be suspended from that date. This arrangement is not applicable to staff in the Nugent Schools working term only.

3.7 Payment during annual leave

A member of staff will be paid normal pay during annual leave.

3.8 Absence without reasonable cause before or after Public Holidays

Where a member of staff is absent from work without permission on a working day before or following a public or extra statutory holiday, payment for that day will be deducted unless a medical note is submitted to cover the day. Nugent will reimburse the cost of the Fit Note if necessary.

3.9 Time in lieu

Nugent is committed to assist staff to achieve a work life balance and it is the expectation that all employees of Nugent will carry out their responsibilities within the allotted contracted hours. However it is recognised that there may be occasions when in order to fulfil certain responsibilities/tasks and meet deadlines it is necessary for individual employees to work longer than their contracted hours. This policy exists to allow these members of staff who wish to claim hours back to do so within certain restrictions.

- Employees should discuss with their line manager and obtain prior agreement when they know that they will be working extra hours. This is to give the opportunity to decide about priorities and whether adjustments can be made to enable the work to be completed without recourse to extra hours.
- If the extra hours are incurred as a result of a crisis then the line manager should be informed immediately after the event.
- Supervision should be used to monitor the number and duration of extra hours worked.
- Where extra hours are worked they should be taken back within one month or else they will be lost.
- No more than 10 hours' time in lieu should be accrued per month.
- Time in lieu should not be allowed to accumulate in order to enable the member of staff to claim back a number of days together. The exception to this may be when there is a particular and significant deadline and there is no alternative. In these circumstances the line manager must agree to the arrangements before the hours are worked and the agreement recorded in supervision. These hours must then be taken back immediately when the deadline is passed to ensure the employee has a break from work and not kept as an extension to annual leave.
- All time in lieu hours should be recorded and signed by the line manager.

4 LEAVE OF ABSENCE, FAMILY LEAVE AND SPECIAL LEAVE

4.1 Compassionate leave

4.1.1 A head of Establishment or Function may approve paid leave of absence of up to 5 days compassionate grounds, for instance, in cases of bereavement of a close relative. A further 5 days in exceptional circumstances may be agreed in consultation with the appropriate Assistant Director.

4.1.2 Unpaid leave is only available in exceptional circumstances and by agreement with the Head of Establishment/Function/Project.

4.2 Maternity, Paternity, Adoption Leave & Pay

Nugent adheres to the statutory requirements relating to the above. It also has an occupational scheme with pay eligibility being determined by employees’ continuous service. For further details see the Maternity, Adoption & Paternity Policy in the HR: Manual 1.

4.2.1 All pregnant employees are entitled to paid time off to keep appointments for antenatal Nugent made on the advice of a registered medical practitioner, registered midwife or registered health visitor. Employees must produce evidence of appointment if requested by a Manager.

4.2.2 An expectant father or the partner of a pregnant woman has the right to take unpaid time off work to accompany the woman to up to 2 of her ante-natal appointments. This includes the spouse or civil partner and a person in a long term relationship with her. The time off is capped at six and a half hours for each appointment. There is no qualifying period for an employee. For further details see the Maternity Policy in HR Resources Manual 1.

4.3 Parental Leave & Shared Parental Leave

Parental leave (including time off to accompany a spouse/partner to an ante-natal appointment) and Shared Parental Leave (to give parents flexibility to share caring responsibilities) is available to employees who meet the criteria laid down in the Parental

4.4 Time off for Medical Appointments

Medical, Doctor, Dentist and Hospital appointments should be made outside of working hours or at the end or beginning of the working day to minimise disruption to the service. However Nugent acknowledges this cannot always be done or can be outside of the control of the employee. In such circumstances staff should inform their manager as soon as possible and produce the relevant appointment card if requested to. A manager can give consideration to make up any hours lost or to use any accrued lieu time. There is no obligation on behalf of Nugent to pay for time taken to attend such appointments it will depend on the circumstances, although an exception will be made for essential screening.

4.5 Time off for Public Duties

4.5.1 Paid leave of absence will be granted for employers serving on public bodies or undertaking public duties. Where an allowance is claimable for loss of earnings the employee should claim and pay the allowance to Nugent. The facility for time off is dependent upon the exigencies of the service.

4.5.2 Staff who hold public office as a Justice of the Peace, member of a local council, member of a statutory tribunal, member of National Health Service Governing Bodies, or member of a Governing Body of a school or college may apply for paid leave of absence under the following conditions. They must request permission from their Head of Establishment/Function/Project for up to 2 half days per month in total, for any combination of the above positions. The time off should be scheduled at regular times. Leave in excess of the above is subject to approval of the Chief Executive. Time off for Public duties must be taken in units of half a day.

4.6 Leave of absence for service in non-regular forces

4.6.1 Volunteer members of the non-regular forces can apply for leave, in addition to annual leave entitlement, to attend summer camp. Staff may apply for one week of paid leave and to apply to take the second week from annual or as unpaid leave.

4.7 Leave for Jury Service

4.7.1 A member of staff receiving a summons to serve on a jury must report the fact to the Head of Establishment/Function/Project who shall grant leave of absence unless exemption is secured. The member of staff must also inform the Payroll Office of the Finance Department where any appropriate allowances can be deducted from salary.

4.7.2 A member of staff serving as a juror must claim the allowance for loss of earnings they are entitled under the Juror’s Allowances Regulations currently in force. Nugent will deduct from their pay an amount equal to the allowance received whether or not they actually claim the allowance.
4.8 **Leave for examinations and revision**

Staff are entitled to paid leave to sit examinations relating to their employment with Nugent. In addition to the actual time needed to sit the examination, an equal amount of time will be given for revision prior to the examination. The amount of time needs to be approved by the Head of Establishment/Function.

5. **PART TIME EMPLOYEES**
Part time employees shall have applied to them the pay and conditions of service pro rata to comparable full time employees in Nugent, except for:

(a) training and development – where part time employees should have access equal to that of full time employees and when on training courses outside their contracted daily hours shall be paid on the same basis as full time employees.

(b) the car allowance scheme – which applies to part time employees in full on the same basis as full time employees.

6. **TEMPORARY AND FIXED TERM EMPLOYEES**
Temporary and fixed term employees shall receive pay and conditions of service equivalent to that of permanent employees.

7. **SICKNESS SCHEME**

7.1.1 The scheme is intended to supplement Statutory Sick Pay and Incapacity Benefit so as to maintain normal pay during defined periods of sickness absence.

7.1.2 For employees in post prior to 11th June 2012 onwards the following schedule became applicable from 01/07/2014:

<table>
<thead>
<tr>
<th>Service Period</th>
<th>Pay and Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-6 Months service</td>
<td>SSP only</td>
</tr>
<tr>
<td>6-12 Months service</td>
<td>2 weeks' full pay</td>
</tr>
<tr>
<td>1 year – less than 2 years' service</td>
<td>3 weeks' full pay</td>
</tr>
<tr>
<td>2 years – less than 3 years' service</td>
<td>4 weeks’ full pay 2 weeks' half pay</td>
</tr>
<tr>
<td>3 years – less than 4 years' service</td>
<td>6 weeks’ full pay 3 weeks' half pay</td>
</tr>
<tr>
<td>After 4 years’ service</td>
<td>8 weeks’ full pay 4 weeks’ half pay</td>
</tr>
</tbody>
</table>

**except:**
Where the absence is as a direct result of a physical injury, accident or assault sustained whilst on duty and caused by a service user (including restraining a service user) that is RIDDOR reportable, medically proven and notified through Nugent's Serious Incident Procedure an extension of half-pay up to 2 weeks is paid where an individual's sick pay entitlement expires during the absence.
7.1.3 For staff employed with effect from 11th June 2012 onwards the following schedule became applicable from 01/07/14:

<table>
<thead>
<tr>
<th>Service Period</th>
<th>Sick Pay Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 12 months' service</td>
<td>SSP only</td>
</tr>
<tr>
<td>1 year – less than 2 years' service</td>
<td>2 weeks' full pay</td>
</tr>
<tr>
<td>2 years' – less than 3 years' service</td>
<td>3 weeks' full pay</td>
</tr>
<tr>
<td>3 years – less than 4 years' service</td>
<td>4 weeks' full pay 2 weeks' half pay</td>
</tr>
<tr>
<td>4 years – less than 5 years' service</td>
<td>6 weeks full pay 3 weeks half pay</td>
</tr>
<tr>
<td>5 years' service onwards</td>
<td>8 weeks’ full pay 4 weeks’ half pay</td>
</tr>
</tbody>
</table>

Any first instance of sickness in a 12 month rolling period will be paid as the above scheme. Any subsequent sickness within that 12 month period will be unpaid for the first 3 days

except:

Where the absence is as a direct result of a physical injury, accident or assault sustained whilst on duty and caused by a service user (including restraining a service user) that is RIDDOR reportable, medically proven and notified through Nugent's Serious Incident Procedure. In these circumstances:

(i) the absence will be paid for up to 3 days in the first instance, and may be extended to a maximum of 5 days with the manager's approval. (subject to the overall paid sick leave entitlement).

(ii) an extension of half-pay up to 2 weeks will be paid where an individual's sick pay entitlement expires during the absence.

7.1.4 In the case of full pay periods of sick pay will be an amount which when added to Statutory Sick Pay and Incapacity Benefit receivable will secure the equivalent of normal pay.

7.1.5 In the case of half pay periods sick pay will be an amount equal to half normal earnings plus an amount equivalent to Statutory Sick Pay and Incapacity Benefit receivable, so long as the total sum does not exceed normal pay.

7.1.6 Normal pay includes all earnings that would be paid during a period of normal working, but excluding payments not made on a regular basis.

7.1.7 The social security benefits to be taken into account for the calculation of sick pay are those to which an employee is entitled on the basis that the employee has satisfied so far as possible:

(i) the conditions for the reporting of sickness as required by Nugent
(ii) the claiming of benefits
(iii) the obligation to declare any entitlements to benefits and any subsequent changes in circumstances affecting such entitlements.
8. FINANCIAL ASSISTANCE AND ADVICE TO STAFF INJURED AT WORK

Subject to approval by the appropriate manager/senior manager the following can be considered where staff take time off work due to injuries caused by service users which are sustained as a direct result of the performance of normal duties, reported via Nugent's serious incident reporting system and reportable via RIDDOR;

- Extension of half-pay up to 2 weeks where an individual's sick pay entitlement expires during the absence. This extension will only be made once in any 12 month period;
- Advance of one month's salary on an agreed period of not more than 12 months, repayable over 3, 4 or 6 months. Proviso that in the event that the individual leaves, the outstanding amount will be deducted from their final pay, or offset against any monies owed to them;
- Payment of 50% of the cost of any private treatment undertaken by the individual to help their return to work, up to a maximum of £150 per annum;
- At the request of the individual, taking annual leave during a period of sickness absence as detailed in the long term sickness absence procedure;
- Taking accrued annual leave as part of a phased return to work;
- Access to the existing confidential counselling service which is available through the HR team.


9. PENSION

Eligible staff will be automatically enrolled on the Aviva Pension Scheme and the Finance Department will write to you to advise you how this affects you. The Finance Assistant at your particular worksite can provide details of the scheme. Staff who may wish to consider reducing their working hours as they approach retirement are advised to contact Aviva directly to gain advice on how this will affect their pension.

Any request to change hours of work will be considered under Nugent's Flexible Working Policy which is available in the Human Resources: Manual 1.

9.1. Group Life Assurance

In the event of death in service a payment equivalent to 12 month's annual salary will be paid to a person of your choice. A nomination form is available from the Finance Assistant at your worksite and must be returned to HR for file purposes.

The conditions of the Life Assurance policy excludes staff who are aged 70 and over (compliant with the Equality Act 2010, paragraph 14, schedule 9).

10. SALARIES, GRADING PROVISIONS AND ADDITIONAL PAYMENTS

10.1 Salary scales
10.1.1 The salary range for your post is set out in your offer letter. The starting salary for appointment will normally be to the minimum point of the pay range for the post. However there may be times when management select a higher point on the scale for a variety of reasons such as experience or qualifications. These decisions need to be approved by the appropriate Senior Manager. Staff who are promoted and are on top of their current pay scale will receive an extra increment if the post they are promoted to a position which has a pay range.

10.1.2 The annual salary review date is 1st April. A review does not guarantee a pay rise and there is no contractual right to an annual pay increase.

10.1.3 Copies of the current salary scales are available from the Finance Administration Assistant at the particular Establishment/Function/Project.

10.2 Increments on the salary scales

10.2.1 Increments are paid on the anniversary of an employee's start date each year until the maximum of the scale is reached (see probationary period 10.1.1)

10.2.2 Nugent reserves the right, at its discretion to accelerate incremental progress on the grounds of special merit or ability, subject to the maximum of the scale not exceeded, and without interruption to the payment of normal increments.

10.2.3 Nugent reserves the right, at its discretion to withhold an increment following an adverse report on a member of staff's performance in their post. The member of staff has a right of appeal against the decision. Any increment withheld may be subsequently given if the member of staff's performance becomes satisfactory.

10.3 Part-time staff salaries

10.3.1 Part-time staff are those working less than full time (less than 37 or 39 hours as appropriate) per week and will be paid pro rata for hours worked based on a 37 or 39 hours week.

10.4 Apportionment of Salaries

10.4.1 Annual Salaries are paid monthly by direct credit each calendar month on the 25th of the month, unless the 25th falls on a weekend or a Bank Holiday when staff will be paid the previous working day.

10.5 Staff temporarily undertaking additional duties

10.5.1 There will inevitably be times when an individual's senior colleague will not be available including absence, annual leave and short term sickness. Individual members of staff are required to take responsibility for appropriate parts of their senior colleague's duties on a short-term temporary basis. Where an employee undertakes the full duties and responsibilities of a higher grade post for a continuous period of at least four weeks for a reason other than those highlighted above, then the individual member of staff undertaking the higher responsibilities will be paid in accordance with the higher grade. If an individual is currently top of their current pay scale they are entitled to complete the higher responsibilities at two pay points higher than their current salary, if the job they are covering has a pay range. In the case of the Higher graded post being a spot
rate, then only that spot rate will be paid for periods of temporary higher responsibility. As highlighted this is a temporary arrangement that can be ended by either party with one day's notice.

10.5.2 Nugent may consider granting an honorarium (of an amount dependent upon the circumstances of each case) to a member of staff who undertakes less than 100% of the duties of the higher graded post or who performs duties outside the scope of their post for an extended period, or where the additional duties and responsibilities involved are particularly onerous. Any application needs to be supported by the Head of Establishment/Function/Project and approved by the appropriate Senior Manager.

10.6 Deductions from Pay

10.6.1 If at any time you owe Nugent monies, whether pursuant to the terms of this Contract of Employment or otherwise, you hereby agree to repay any such monies forthwith upon request by Nugent by deduction from salary or such other method acceptable to Nugent. Nugent reserves the right to make all deductions required by law or made with your separate written consent. Furthermore, Nugent also reserves the right, following investigation, to withhold payment or deduct a day's pay for each day of any unauthorised absence. Your written acceptance of the Contract of Employment is confirmation that Nugent is authorised to deduct any monies which you are required to repay to Nugent (including without limitation any monies in respect of any goods or services provided by Nugent or any overpayment of salary) from any salary allowances or other monies to which you may otherwise have been entitled. Examples of the circumstances in which a deduction may be made include but are not limited to the following:

- any loss sustained during the course of your employment in relation to the property or monies of Nugent, any of its suppliers, client visitors to the Nugent's premises or to any other employee caused through your carelessness, negligence, recklessness or through breach of Nugent's rules or any dishonesty on your part;
- the excess of any insurance claim made against Nugent in respect of a motor accident for which you are responsible or are deemed to be responsible;
- any overpayment of any remuneration or any other payments however made and whether by mistake or through any misrepresentations or otherwise, including excess holiday entitlement payments;
- in respect of Nugent's property not returned (or returned in a condition which Nugent considers to be unsatisfactory).

11 PROBATIONARY SERVICE AND PROMOTION

11.1 Probation

11.1.1 With effect from 6th July 2015 all new members of staff in Nugent have a probationary period of nine service months. Your appointment is subject to a probationary period of up to nine months. A confirmation in post appraisal will take place at six months, following a performance
review which will take place at the three month stage as part of supervision. If Nugent is unable to confirm your appointment during this nine-month period, employment will be terminated with one week's notice. For staff at Nugent Schools the probationary period may not include any period of the long summer vacation.

During your probationary period, your employment may be terminated by the giving of one week's notice or the statutory minimum notice whichever is longer, by Nugent. Nugent reserves the right to make a payment in lieu of such notice. This does not affect Nugent's right to terminate your employment summarily for gross misconduct.

Incremental progression will only take place following confirmation in post, on the 12 month anniversary of the start date. Thereafter, any subsequent increments will be on the anniversary each year until the maximum point on the scale is reached.

Nugent's Disciplinary and Grievance Procedures will not apply to you if your employment is terminated during your probationary period. You will, however, be interviewed by a person appointed for the purpose and at that interview may be accompanied by another employee or by a Trade Union Representative. You will have the right to appeal against dismissal to an appropriate Manager appointed by Nugent for that purpose.

11.1.2. At the end of the probationary period and subject to a satisfactory appraisal report by the Line Manager, the member of staff shall be an established member of staff of Nugent subject to the terms of their contract of employment.

11.2 Promotion

11.2.1 Promotion to a higher grade depends upon the existence of a vacancy. (Selection for appointment or promotion will be in accordance with the Recruitment and Selection Policy of Nugent.)

11.2.2 A member of staff may be promoted to a higher grade before they reach maximum salary of their existing grade.

11.2.3 Where a member of staff is appointed or promoted to a post whose pay point starts at the same grade as the maximum salary of the previous post, or on the re-grading of their existing post based on increased duties and responsibilities, they shall receive an increase in salary which is at least one pay point in excess of the salary they would have received on their old grade on the day of appointment, promotion or re-grading.

12 PERIOD OF NOTICE TO TERMINATE EMPLOYMENT

12.1 Period of notice from Nugent to a member of staff

The period of notice to be given by Nugent to a member of staff shall be as follows

<table>
<thead>
<tr>
<th>Continuous Service</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>One month or more but less than two years</td>
<td>Not less than one week</td>
</tr>
<tr>
<td>Two years or more but less than twelve years</td>
<td>Not less than one week for each year of continuous service</td>
</tr>
<tr>
<td>Twelve years or more</td>
<td>Not less than twelve weeks</td>
</tr>
</tbody>
</table>
12.2 Employee

The minimum period of notice for an employee to give notice to Nugent is highlighted in the Principal Statement of terms and conditions of employment. The employee must complete a written notice of intention to resign' and forward it to the HR Department through the relevant Head of Establishment/ Function as early as possible.

13 HEALTH AND SAFETY

13.1 Principles

Under health and safety legislation it is your duty to take all reasonable Nugent with regard to your own safety and your colleagues. You are expected to:

(a) take reasonable Nugent for the health and safety of yourself and other persons who may be affected by your acts or omissions at work;
(b) co-operate with the Company so far as necessary to enable Nugent to conform to or comply with any duty or requirements imposed by Nugent under such legislation;
(c) comply with any rules or regulations made from time to time by Nugent for the health, safety and welfare of every employee.

13.2 Nugent responsibilities

Nugent acknowledges its responsibilities under the Health and Safety at Work Act 1974 and associated legislation and as far as reasonably practicable takes every possible step to ensure the health and safety of all employees and visitors to its premises.

13.3 Employees’ Responsibilities

13.3.1 You are expected to follow Nugent procedures in this field, in particular, to report any incidents which have or may lead to injury or damage.

13.3.2 You should ensure that you use any equipment provided in accordance with the training that you have received, inform your supervisor about any serious or imminent danger, and also report any shortcoming that you see in a protection arrangement. If your supervisor or manager is not available you may stop work and immediately proceed to a place of safety in the event of being exposed to serious imminent and unavoidable danger. If there is a conflict between the demands of safety and your job you should raise the matter as soon as possible with your supervisor after the danger has ceased or been dealt with.

13.3.3 You should have read and compiled with the full Nugent health and safety policy.

14 FLEXIBILITY

14.1 In order to ensure that Nugent has the ability to respond to changes in the needs of the service, after appropriate consultation and discussion with you (including consideration of personal circumstances, current skills, abilities and career development) Nugent may make a change to your location, duties and responsibilities that are deemed reasonable in the circumstances.
15. **PROFESSIONAL REGISTRATION & THE DBS UPDATE SERVICE**

15.1 Staff undertaking work which requires professional/state registration, e.g. General Teaching Council, NMC, HCPC etc are responsible for ensuring that they are so registered and that they comply with any Codes of Conduct applicable to that profession. Proof of registration must be produced on appointment and, if renewable, proof of renewal must also be produced. Registration fees are the individual’s responsibility. Failure to maintain registration, or loss of registration, will be treated as a breach of your terms and conditions of employment and may result in your dismissal or transfer to other employment not requiring professional/state registration. Staff are required to immediately notify the Manager of any issues that arise in respect of their registration.

You will only be entitled to the normal terms including remuneration of any alternative role. If no alternative work is available you may be suspended without pay until registration is regained but these options are without prejudice to Nugent’s power to dismiss in such circumstances.

It is mandatory for all staff to join the Disclosure & Barring Update Service and apply for annual renewal during the course of their employment. The registration fee will be reimbursed by Nugent via an expenses claim at the individual worksite. Members of staff will be advised by their manager when they will be required to join. Failure to comply with the above may result in suspension without pay. The DBS policy can be viewed on www.wearenugent.org or via your line manager.

16. **INFORMATION GOVERNANCE & CODE OF CONFIDENTIALITY**

16.1 Information Governance provides a way for employees to deal consistently with the many different rules about how personal information is handled. This relates to confidential information about employees, service users, corporate and finance information.

You must at all times be aware of the importance of maintaining confidentiality of information gained by you during the course of your duties. This will in many cases include access to personal information relating to service users. You must treat all information in a discreet and confidential manner and particular attention is drawn to the following:

- Data protected information regarding service users must not be disclosed either verbally or in writing to unauthorised persons. It is particularly important that you should ensure the authenticity of telephone enquiries.
- Written records, computer records and correspondence pertaining to any aspect of the organisation’s activities must be kept securely at all times.
- You have an obligation to ensure that computer systems which you use are protected from inappropriate access within your direct area of practice e.g. by ensuring that personal access codes are kept secure.
- All data held, its management and procedures must conform to the requirements of the Data Protection Act (1998). Under the Act service users and
staff have a right of access to their records on application to the appropriate manager. This can be read in conjunction with the Nugent Data Protection Policy.

- If it is necessary to share information in order to effectively carry out your work, you must make sure that as far as is reasonable this information will be exchanged on a strictly ‘need to know’ basis, using the minimum that is required and be used only for the purpose for which the information was given.
- If unsure, in the first instance seek advice from your manager.
- Conversations relating to confidential matters affecting clients should not take place in situations where they may be overheard by passers-by, e.g. in corridors, reception areas, lifts and cloakrooms.
- The same confidentiality must also be observed in dealing with work related matters appertaining to work colleagues.
- Any breach of confidentiality or breach of the Information Governance standards may be subject to disciplinary action.
- The Data Protection Act governs personal information including that recorded on computer and unauthorised disclosure of such information is unlawful.

17. DATA PROTECTION FAIR COLLECTION NOTICE – STAFF DETAILS

Nugent will use the information supplied by you for all purposes associated with the administration of the employer/employee relationship, including the monitoring of our communications facilities to check for compliance with our relevant policies.

We will transfer part of the information we hold on you to third parties where we are required to do so by operation of law. We may also transfer information to third parties where such transfer forms part of the administration of the employer/employee relationship. We may transfer your information to companies and organisations that carry out processing operations on our behalf, such as payroll companies and brokers.

You are entitled to see a copy of the personal data we hold on you. Should you wish to see the information we hold, please contact the Data Protection Officer, Barbara Taylor, barbara.taylor@nugentcare.org, 0151 261 2009 or Head of HR, Mike Blackwell, Mike.Blackwell@nugentcare.org 0151 261 2004.

18 CRIMINAL OFFENCES

You must inform your manager immediately of any current or future legal proceedings, including cautions, in which you may be involved. In particular, this will require you to inform your manager of any criminal offence which may affect your employment capacity with Nugent, resulting in you becoming unsuitable or unable to carry out the duties for which you were employed, or otherwise makes your continued employment untenable.

You must inform your manager where such proceedings might require disclosure of information relating to Nugent, its Service Users or its business.

Failure to inform Nugent as described above may result in disciplinary action being taken. If you are in doubt you should contact Human Resources.
For those staff who require registration with any appropriate Professional Body you are similarly required to inform your manager of any current or future proceeding or issues that may affect your registration.

19  WORKING IN ANOTHER JOB

You may undertake paid employment outside of Nugent, but you must inform your manager of this for the following reasons:

19.1  Working Time

You will be required to provide details of hours worked in any other job so that due consideration is given to any health and safety issues arising from the Working Time Regulations. You should consider the impact of the restrictions of the Working Time Regulations prior to taking up the other job.

19.2  Conflicts of Interest

You should ensure there is no conflict of interest with your job at Nugent. You are advised to read the Conflict of Interests Policy, and speak to your manager if you have any doubts.

19.3  Disciplinary Issues

If you hold a job with another employer in a role which requires Disclosure and Barring Service (DBS) clearance, or if you work through an Agency that supplies staff for such roles, you must inform your manager if you are dismissed from that other job for a reason connected with the safeguarding of vulnerable people. You must also inform your manager if you are subject to any criminal or professional proceedings in connection with your other job. This is because Nugent is required, as part of its Safeguarding responsibilities, to ensure that its staff remain suitable to carry out the duties for which they were employed. Any information supplied by you will be held in strict confidence, and will be used only to assess your suitability to remain in your current role. This assessment will be in accordance with Nugent's Capability Procedure.

As in Section 16, failure to inform Nugent as described above may result in disciplinary action being taken. If you are in doubt you should contact Human Resources.

20  RETURN OF NUGENT PROPERTY

Upon the termination of your employment with Nugent for whatever reason, you shall forthwith return all keys, laptops, mobile telephones, electronic fobs, uniforms, documents and any other property of Nugent which may be in your possession or control.
PART 2

1. SICKNESS SCHEME PROCEDURE

1.1 An employee shall not be entitled to claim sick pay under the scheme unless the following points are adhered to;

(i) On the first day of any absence, an employee must speak personally to notify their immediate supervisor, or the person nominated for this purpose, of the nature and likely duration of their absence and must specify if the absence is due to industrial injury and where appropriate if they had been sick on Saturday or Sunday.

(ii) If an employee is absent for more than 1 working day, they must again speak personally to notify the supervisor as soon as possible that the absence is continuing and the probable duration of the illness. During a period of self-certified illness the employee must report to the senior manager every day.

(iii) If the absence continues for more than 7 calendar days, a doctor’s statement must be obtained, completed and sent to the relevant Head of Establishment/Function/Project no later than on the 8th calendar day of absence, and thereafter at regular intervals until a medical certificate is issued stating that they are fit to return to work. The member of staff must ensure that the statements are dated by the doctor so as to provide continuous period of absence is accounted for or a loss of salary or SSP may occur. The statements required should normally be issued for national insurance purposes and if appropriate should be forwarded without delay to the DWP. Throughout the absence period a member of staff must make themselves available to meet with the Line Manager or designated person as per the sickness procedure, HR Manual 1.

(iv) In cases where the doctor’s statement covers a period exceeding fourteen days or where more than one statement is necessary, the employee must, before returning to work submit to Nugent a final statement as to fitness to resume duties.

1.1.2 Nugent will not, as a general rule, require employees to obtain private medical certificates for absences of up to 7 calendar days. However, in line with the corporate sickness policy circumstances may arise where self-certification is withdrawn and a medical certificate will be requested for a period of less than 7 calendar days.

1.1.3 A member of staff entering hospital or similar institution shall submit a doctor’s statement prior to and on discharge in substitution for periodic statements described above.

1.1.4 Nugent will not pay Occupational Sick Pay for episodes of absence due to high risk activity injuries or non-medically required cosmetic surgery.

1.1.5 A member of staff who is absent as the result of an accident shall not be entitled to sickness allowance if damages may be receivable from a third party in respect of the accident. In this event Nugent may consider given the particular circumstances as to whether to make an advance payment by reference to the
sickness scheme on the agreement that the damages received by an individual will be repaid.

If your absence from work on account of sickness or injury is or appears to be occasioned by actionable negligence and/or breach of statutory duty of a third party in respect of which damages are or may be recoverable you must immediately notify Nugent of that fact and of any claim, compromise settlement or judgement made or awarded in connection with it.

You must, if required by Nugent, refund to Nugent that part of any damages recovered relating to loss of earnings for the period of absence provided that the amount to be refunded shall not exceed the amount of damages or compensation recovered by you, less any costs borne by you in connection with the recovery of such damages or compensation, and shall not exceed the total remuneration paid to you by way of salary or Non- statutory Sick Pay in respect of the period of absence.

Nugent reserves the right to obtain such refund by deduction from your salary or other money due to you from Nugent.

1.1.6 Management of Nugent may at any time require a member of staff who is unable to perform their duties as a consequence of illness, injury or disability to be examined by a Nugent medical practitioner. Any expenses incurred in connection with such examination shall be met by Nugent. Where it is necessary to obtain a second medical opinion it should be provided by an independent medical referee.

1.1.7 When a member of staff's employment is terminated by reason of permanent ill health, or by reason of the provisions of the sickness scheme, any payments will cease to apply. This will be without prejudice to the right of the member of staff whose employment is terminated by reason of permanent ill health or infirmity to receive the period of notice provided by their conditions of employment.

1.1.8 Where for the purpose of qualifying for an allowance under this Scheme Nugent requires a doctor's statement from a member of staff, then Nugent will reimburse any cost incurred in obtaining such a doctor's statement.

1.1.9 Widows and married women exercising their right to be exempted from the payment of full rate National Insurance Contributions shall be deemed to be insured in their own right for all National Insurance benefits.

1.1.10 **Failure to abide by the conditions**

If it is reported to Nugent that a member of staff has failed to observe the conditions of the scheme or has been guilty of conduct prejudicial to their recovery and Nugent believes that there is substance in the report, the payment of the allowance shall be suspended until Nugent has made a decision on the matter. Arrangements will then be made to consider the matter which will include an interview with a Head of Service or other appropriately identified individual, with the member of staff having the opportunity to put their case and be represented by a fellow employee or a trade union representative. If it is decided that the member of staff has failed without reasonable excuse to observe the correct procedures of the scheme or has been guilty of conduct prejudicial to their recovery, then the member shall forfeit their right to any further payment of allowance in respect of the period of absence.
2 DISCIPLINARY, GRIEVANCE AND CAPABILITY PROCEDURES

2.1.1 Disciplinary and Capability Principles

Nugent’s disciplinary and capability procedures are designed to provide for warnings to be given for failure to meet Nugent's standard of job performance, conduct or attendance. The purpose of the procedures is not primarily as a penalty but as an incentive for improvement by discussion, advice and positive action.

2.1.2 The procedures will not apply to staff who are still in their probationary period, but in the case of termination of employment Nugent will give them a written statement explaining the way in which they have failed to meet the standards required.

2.2 Procedures

Full details of the procedures are available in the Human Resources: Manual 1. All staff should be made aware of the procedures by the Head of Establishment/Function/Project. If you require further clarity please contact the HR Department. The procedure is in accord with ACAS guidance.

2.3 Suspension pending disciplinary hearing

Nugent shall have the right to suspend you on full pay during any disciplinary investigations. During any period of suspension, you should not attend your place of work other than for the purpose of attending disciplinary proceedings. Nor should you contact any other employees, suppliers or customers of Nugent with regards to your suspension except for your chosen representative, without Nugent's consent. During your suspension period you should not be in receipt of payment from any other employer for work conducted during your normal working hours with Nugent.

2.4 Grievance Procedure

Nugent will try to resolve, as quickly as possible, any grievance you may have about your employment. The Grievance procedure is applicable to all employees. For full details of the procedure please read the Grievance policy in Human Resources: Manual 1. If you require further clarity please contact the HR department. The procedure is in accord with ACAS guidance.

3 ENHANCED PAYMENTS

3.1.1 For staff employed prior to 11th June 2012 the following applies;

Employees in front line operational roles in receipt of basic pay at or below point 28, (as per their Principal Statement), who are required to work by their manager (a) beyond the full time equivalent hours for the week in question or (b) at night or (c) on public holidays or (d) sleeping in duty are entitled to compensation as set out below.
(a) **Additional Hours**

Employees who are required to work additional hours beyond their working week are entitled to receive enhancements on the following basis:

Time and a third for any period of working including Saturday and Sunday.

(part time employees are entitled to these enhancements only at times where overtime is worked in the weeks that exceeds the full time equivalent. Otherwise a full working week for full time employees shall be worked by a part time employee before these enhancements apply)

(b) **Unsociable hours worked**

Employees who work at night as part of their normal working week are entitled to receive enhancement of time and one third for all hours worked between 8.00 pm and 6.00 am.

Care staff will be paid 1/3rd for all hours worked between the hours of 10pm and 7am inclusive of weekend work.

Some staff have certain variations from the above arising from previous contractual arrangements, these are specific to the individual circumstances.

(c) **Public and Extra Statutory Holidays**

Employees required to work on a public or extra statutory holiday shall, in addition to the normal pay for that day, be paid at plain time rate for all hours worked within their normal working hours for that day.

(d) **Sleeping in duty**

Employees required to sleep in on the premises shall receive an allowance. Full details are available from the finance staff at Nugent.

3.1.2 For staff employed with **effect from 11th June 2012** the following applies;

All employees in front line operational roles (as per their Principal Statement) in receipt of basic pay at spinal point 28 or below are paid at plain time irrespective of day or night working, including overtime, with the following exceptions:

(a) **Sleeping – in duty**

Employees who are required to sleep in on the premises shall receive an allowance. Full details are available from the Finance staff at Nugent.

(b) **Bank Holidays**

**With effect from 1st May 2015** - Employees required to work on a Bank Holiday shall, in addition to the normal pay for that day, be paid at plain time rate for all hours worked within their normal working hours for that day. This also applies to all Relief staff.
4 CAR ALLOWANCES

4.1.1 For staff employed prior to 11th June 2012 the following applies:

<table>
<thead>
<tr>
<th>Car cubic capacity</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>All car users</td>
<td>&lt;1000cc</td>
<td>1000&lt;&gt;1199cc</td>
<td>1200cc +</td>
</tr>
<tr>
<td>Higher rate</td>
<td>46.9 ppm</td>
<td>52.2ppm</td>
<td>65.0ppm</td>
</tr>
<tr>
<td>Lower rate</td>
<td>20.1ppm</td>
<td>20.1ppm</td>
<td>20.1ppm</td>
</tr>
<tr>
<td>Mileage allowance at higher rate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>80 miles per journey</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Car Hire threshold</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>150 miles per journey</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Alternatively, staff employed prior to 11th June 2012 may opt to receive the mileage allowance shown below:

4.1.2 For staff employed with effect from 11th June 2012 the following applies:

These are the Inland Revenue rates relating to tax-free car allowances

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Higher rate</td>
<td>45 pence per mile*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lower Rate</td>
<td>25 ppm</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mileage allowance at higher rate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10,000 miles pa</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Car Hire threshold</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>150 miles per journey</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*(The above rate does not apply to the ICS services which are paid 45p per mile due to their specific funding streams)

The above allowances are based on the rates applicable at September 2014 and are subject to change

5 REIMBURSEMENT OF EXPENDITURE

5.1 Nugent employees necessarily incurring additional expense in the course of their work in respect of travel, meals or overnight accommodation will be reimbursed approved expenses, subject to appropriate evidence of expenditure being produced, in accordance with local arrangements.

6 EQUALITIES

Nugent affords all employees equal opportunities in employment irrespective of disability, gender, race, religion, age, sexuality, sexual orientation, marital status, parental status etc. Nugent will ensure that discriminatory practices are identified and removed and non discriminatory practices maintained in all areas of employment
7 TRAINING AND DEVELOPMENT
Nugent is committed to the delivery of training and development opportunities that meet individual and corporate needs. The opportunities for training will be shared as equitable as possible. You are also required to take part in the Nugent appraisal system.

8 MISCELLANEOUS POLICIES PRACTICES AND PROCEDURES

8.1 Notice Boards
Notice Boards are situated throughout establishments/ functions in Nugent and should only be used for Company or Union notices unless agreed otherwise with the Head of Establishment/Function. It is the duty of all employees to familiarise themselves with the location of the notice boards and to read all information posted.

8.2 Official Conduct
Employees will maintain conduct of the highest standard to ensure public confidence in their integrity is maintained. Policies relating to the official conduct of employees and employers have been developed. All employees should make themselves familiar with these in Human Resources: Manual 1. Staff whose roles include handling monies and/or procuring goods and services must adhere to Nugent financial regulations/instructions. It is the responsibility of the staff to ensure that they are not placed in a position which risks or appears to risk conflict between their private interests and Nugent duties. Failure to comply with or adhere to the staff behaviour policies including financial regulations/instructions, IT usage etc. will be dealt with via the Nugent disciplinary policy and procedure.

9 OTHER CHANGES
It is very important that you inform your manager immediately of any changes to your personal circumstances such as change of address, telephone number, bank or building society details for payment of salary, next of kin, dependents, marital status, gain of qualifications, criminal convictions, loss of driving licence or points received on driving licence for the purpose of insurance etc.

10. DATA PROTECTION FAIR COLLECTION NOTICE - STAFF DETAILS
Nugent will use the information supplied by you for all purposes associated with the administration of the employer/employee relationship, including the monitoring of our communications facilities to check for compliance with our relevant policies.

We will transfer part of the information we hold on you to third parties where we are required to do so by operation of law. We may also transfer information to third parties where such transfer forms part of the administration of the employer/employee relationship. We may transfer your information to companies and organisations that carry out processing operations on our behalf, such as payroll companies and brokers. You are entitled to see a copy of the personal data we hold on you. Should you wish to see the information we hold, please contact the Data Protection Officer, Barbara Taylor, barbara.taylor@nugentcare.org, 0151 261 2009 or Head of HR, Mike Blackwell, Mike.Blackwell@nugentcare.org 0151 261 2004.
ACCEPTANCE

I hereby confirm that I accept this appointment on the terms and conditions set out above. I have retained a copy of this statement for my own information. I understand that the Nugent is entitled to dismiss me summarily if I have given false or misleading information in the application form, at interview or on the health declaration form.

Signed:........................................................... Date:........................................

I also consent to the processing of personal data, including personal sensitive data, within the meaning of the Data Protection Act in relation to my employment.

Signed: ........................................................... Date:________________________
Please sign both copies of this statement, and return one copy to HR.