

## STAFF RECRUITMENT & SELECTION POLICY

### 1. Context aims & objectives of this policy

We employ around 10 staff of which 3 are full time &/or salaried and the remainder on part time contracts paid at daily or hourly equivalent at least to the Living Wage for the hours involved. Our Society recognises that success depends upon the calibre of our people. The quality of those we employ is fundamental to our ability to deliver quality services. The process which is used to attract, select and employ these individuals is the first step towards this. The main aim of this policy is to provide direction, information, resources and tools to ensure that we recruit the best possible calibre of staff, using a fair and consistent approach, for all jobs within our Society.

DBS checks are mandatory and two forms are available, Enhanced and Standard (see below). By definition our residents are elderly and vulnerable and we normally obtain and maintain "Enhanced Disclosure" for employees and volunteers who work unsupervised within our organisation. In doing so, we recognise the need to comply fully with the DBS Code of Practice and undertake to treat all applicants fairly.

Note that the corresponding TAS policy should be consulted if a Standard rather than Enhanced check is being considered or if more background detail is needed.

We are committed to the fair treatment of our staff, potential staff, volunteers and users of our services and promote equality of opportunity for all. This policy also clarifies our position on employing ex-offenders, the procedure for obtaining and processing disclosures that contain criminal records, the secure storage, handling, use, retention and disposal of criminal record disclosures and disclosure information. We undertake not to discriminate unfairly against any subject of a disclosure on the basis of a conviction or other information revealed and any conviction will only be allowed to adversely affect recruitment decisions where the conviction is considered relevant. We will also ensure that all those who are involved in the recruitment process receive appropriate guidance and are suitably able to identify and assess the relevance and circumstances of offences.

An **Enhanced** DBS check is the highest level of criminal record check. It contains details of all spent convictions; cautions, reprimands and final warnings from the Police National Computer (PNC). Also a check of police records held locally and for positions working with children and vulnerable adults - information held by the DBS. NB Paper versions of these checks are free for volunteers but we use the uCheck service via TAS which is much quicker.

A **Standard** DBS check contains details of all spent convictions; cautions, reprimands and final warnings from the Police National Computer (PNC). This check may be suitable where the role does not fall within the scope of 'engaging in regulated activity relating to vulnerable adults'.

Our recruitment activity is irregular, and before using this policy it is important for those involved to check that it remains in line with the current central policy and procedures used by TAS.

## **2. Equality Opportunities**

To ensure that all recruitment activity is underpinned by our commitment not to discriminate as outlined by the Equality Act 2010 and Rehabilitation of Offenders Act 1974, our recruitment procedures should be carried out in such a way as to ensure that neither direct nor indirect discrimination takes place.

We will treat all of our employees fairly and equally from and during recruitment and selection and their subsequent time with us. This regardless of their age, sexual orientation, marriage and civil partnership, gender reassignment, religion and belief, pregnancy and maternity, disability, sex or race. We will also not discriminate on the grounds of trade union membership, part time, fixed term, zero hours contracts or casual agreements.

We will interview all disabled candidates who meet the essential criteria for a job vacancy. All candidates invited for interview will be asked if they require assistance. Disabled candidates will be asked to specify any particular arrangements they may require e.g. larger font size on a document. All staff will be required to complete our standard training requirements as applicable to their position. We may maintain records of equal opportunity details for successful candidates to monitor and help meet the aims and commitments of our equality and diversity policy. Such information will be held confidentially and will be compliant with Data Protection legislation.

### **2.1. Genuine Occupational Qualifications**

There are some jobs which may be eligible for exemption under race and sex discrimination legislation – where, for example, it is necessary for a service to be provided by members of one gender. In order for such exemption to be agreed, the post must meet certain strict criteria and the advertisement for the post must specify that the post has been given the exemption. In all such cases, advice from TAS HR should be sought prior to advertising.

### **2.2 General Principles**

Our recruitment processes are geared to identify the key skills, knowledge, behaviours and attitudes required in the successful candidate, utilising appropriate and objective assessment methods. Active consideration of all applicants will take place regardless of any of the protected characteristics as set out in the Equality Act.

We recognise that as far as possible the offer of employment should indicate a long-term commitment although when appropriate we will carefully consider alternative recruitment solutions in order to meet short-term resource requirements or the needs of our employees.

All successful candidates will receive a copy of the terms and conditions on which employment is offered with their offer letter. A sample Employment Contract Template is included as an Appendix.

All job offers will be made on condition that the successful candidate provides two business references, has the right to work in the UK, meets the Disclosure and Barring Service (DBS) check if applicable and that these are considered satisfactory to us. However a personal reference will be accepted dependant on the candidate's previous career history. The potential candidate should not have been erased, removed or struck off a register of professionals. Proof of the right to work in the UK and evidence of qualifications which have been stated to be essential must be provided.

The minimum age at which someone can be asked to complete a DBS check is 16 and this will normally be the minimum age for recruitment.

Casual workers who become permanent or permanent employees who become casual will not need to complete a new DBS providing that their last DBS is valid and less than 3 years old.

For all of our roles which require a DBS check, this will be clearly indicated on the job advert and those involved in recruitment need to be aware of this during the recruitment and selection stage.

We will not employ someone who has been responsible for, privy to, contributed to, or facilitated, any serious misconduct or mismanagement (whether lawful or not) in the carrying on of a regulated activity; this includes investigating any allegation of such potential behaviour.

Only once these conditions have been met, and the employee has successfully completed their probationary period, will the employment be deemed to be permanent.

We will ensure that anyone joining our Society receives appropriate induction and subsequent training.

### **3. Roles and Responsibilities**

Generally, the responsibilities are as follows:

#### **3.1. Society Responsibilities**

We are responsible for ensuring our staff are managed effectively and this includes:

- Recruiting to vacancies as soon as the need arises and arranging appropriate cover for posts on a temporary basis
- Planning the recruitment and selection process from the outset to ensure it is timely and cost effective
- Thinking about the best ways to attract potential candidates, using different and creative methods of advertising as well as more traditional approaches
- Ensuring that the selection process is appropriate, fair and objective

#### **3.2. Role of TAS Human Resources (HR)**

TAS HR can provide advice and guidance on areas of recruitment and selection, for example

- Clear, practical advice to societies about how best to manage recruitment and selection
- Creative ideas and solutions to address particular recruitment issues
- Guidance on legal aspects of recruitment and selection

### **4. Planning the Process**

Good advance planning of the recruitment process makes a big difference to the speed and efficiency with which it can be carried out. This can help to reduce the time a post remains vacant or needs covering and enhance Abbeyfield's wider reputation amongst interested applicants.

#### **4.1. Job Descriptions & Person Specifications**

Every position within our Society should have an up to date and accurate Job Description (JD) and Person Specification (PS) and these are essential documents upon which the recruitment and selection process should be based (note, it may be useful to review the existing JD following a resignation).

No process should be started or recruitment made to a position which does not have a JD and PS in place. The JD should focus on key accountabilities and responsibilities and will provide a clear framework to assess and manage an individual's performance once in post. It will also give the applicant a good idea of what is involved in the role and our expectations should they be employed.

The PS will initially provide a means of assessing whether an applicant is suitable for the position as it provides the key criteria needed to carry out the job. It also provides a basis for establishing interview questions and tasks designed to draw out 'evidence' to show if applicants meet the essential role criteria.

#### **4.2. Internal Advertising**

All vacancies will be advertised internally (using appropriate communications for our Society) to promote equality of opportunity, internal promotion and succession planning. For some roles, it may be necessary to advertise externally at the same time to ensure the most appropriate person is selected for the role.

#### **4.3. External Advertising**

We need to do everything possible to attract good applicants. This will usually mean using a number of different methods of advertising. It is important to ensure all information provided is clear, professional and gives all the information needed, including the benefits of working at Abbeyfield.

#### **4.4. Methods of Selection**

There are a number of ways to determine which of the shortlisted candidates best meet the person specification, but the interview (and written exercise where appropriate) will always form the central part of the selection process. If other selection methods are to be used, the Selection Panel should determine at the outset which items of the person specification the method is designed to assess, so that the information gathered in this way can be used systematically and fairly.

#### **4.5. Shortlisting & Interviewing Panel**

Wherever possible, there should be a minimum of two people responsible for the selection process, who will both shortlist and go on to carry out all interviews in order to maintain consistency and fairness. If only one person shortlists, there must always be a minimum of two people carrying out the interviews. The "Recruiting Officer" will be a volunteer, normally the house chair, and take the lead responsibility. The second (and other) panel members can be other employees or volunteers. Someone also needs to act as Secretary to the process.

#### **4.6 References**

We and those who provide personal references have a duty to ensure:

- the information provided in a reference is accurate and factual
- reasonable care is taken not to give misleading information
- the reference is balanced

All reference requests should be directed to the Secretary.

A standard factual reference setting out the name of the employee, job title, and employment dates will be given.

Where there have been problems with an individual, for example if they were dismissed for serious misconduct, we will state the relevant facts in a reference, provided that those facts are known to the individual and are in line with what happened.

##### **Providing a personal reference**

If anyone involved as a trustee, employee or volunteer of our Society is asked to provide a reference in a personal capacity, this capacity must be made clear and under no circumstances may our headed paper or the Abbeyfield logos be used for this purpose. No liability will be attached to us or to TAS if you decide to act in a personal capacity as a personal referee.

##### **Confidentiality and disclosure of references**

All references are given in confidence, however, the Society or the recipient may be required to disclose a reference under certain circumstances, such as a request for disclosure purposes.

References received from another person are likely to be covered by Data Protection legislation. An individual can have access to information about them, but may not necessarily have access to information about other people. Subject to legislative provisions, it is our practice that where an employee gives notice that they wish to see the contents of their file we will meet their request.

##### **Telephone or verbal references**

Requests for telephone or verbal references should be avoided to minimise the risk of misinterpretation. Any requests for telephone or verbal references should be refused.

##### **Requesting references for prospective employees**

Our Society's policy is to request and obtain a minimum of two business references for prospective employees as part of the offer of employment. Where possible, one should be from the current or most recent employer, the other from a second previous employer. If this is not possible for some legitimate reason, personal references should instead be obtained.

## **5.0 Recruitment Procedure - Preparation for Recruitment**

### **5.1. Reviewing the Job**

When a vacancy arises, it is important to use the opportunity to review the role rather than automatically taking steps to fill the position. This may include consideration of whether the job is still needed in its current form, whether the job description needs updating to reflect changes to the service provided or staffing structure of the team and whether some of the duties of the job could be undertaken by others.

## 5.2. Job Description and Person Specification

We have established JDs and PSs for all current posts (on the rare occasions where a new post is created which therefore requires a new job description and person specification to be created, advice can be sought from TAS).

Where new job descriptions are required, these and person specifications should be produced.

The JD & PS content and format is self-explanatory; they should be as brief and succinct as possible and do not need to list every task the job holder will undertake - but rather should focus on the key accountabilities of the role and what outcomes are expected where these accountabilities are being performed successfully.

## 5.4. Planning the Process

Plan the recruitment process ahead, make decisions and diarise key dates. This will take little time and have benefits in ensuring that the process is smooth, stress free and without unnecessary delays – so that vacancies can be filled quickly and efficiently. The **Recruitment Planner** available from TAS HR identifies what needs to be done and should be used to help plan the process.

## 5.5. Application Packs

The information provided to applicants is key to stimulating their interest and an opportunity to 'sell' the job. The standard list of items included in the information pack is:

- Covering Letter
- Job Description/Person Specification
- Application Form
- Society's promotional leaflet and any other documentation which help may relate to the job.

The covering letter and background information are especially important in that they provide the opportunity to 'bring the job to life' and encourage applications

## 6. Taking a Proactive Approach

We need to consider the best way to attract candidates to specific jobs. The majority of job advertisement is now electronic and online but we will also provide applicants with a hard copy of the application form if they wish and also make reasonable adjustments as and when necessary.

### 6.1. Targeting Specific Groups

When thinking about who to target it's important to consider our local area, the type of people who live there – the predominant groups in the area and how we can tailor advertising to attract their attention most effectively. Specifically designed and worded adverts, advertising on suitable sites and other promotional literature (such as postcards, posters, flyers etc) can be produced for recruitment to individual posts as and when needed and TAS HR may be able to offer advice.

### 6.2. Template Adverts

Template adverts have been written for the main roles within the TAS directly managed societies and are available to member societies. These are designed to be as appealing as possible to prospective applicants.

In addition to print advertising (for example in a local newspaper), it will usually always be beneficial to advertise in the Job Centre and in local community locations such as:

- Shop windows
- Libraries
- Community centres
- Supermarket and other local noticeboards
- Doctors surgeries
- Cafes

Postcards and posters can be designed specifically for this purpose

Consideration should also be given to the following to assess whether it is worthwhile to use these to advertise the post:

- Specialist sector magazine
- Specialist sector website

## **7. SELECTION**

### **Shortlisting**

The purpose of shortlisting is to identify who meets the requirements of the post so that they can be invited to interview. The only fair way to check which applicants meet the requirements of the post is to assess their applications against the essential and desirable criteria listed in the person specification. Just as each main role has an agreed JD and PS, each role also has a Shortlisting Form to use when shortlisting, which can be obtained from the Secretary.

The Equal Opportunities form, attached to the application form, which provides details about the candidate's personal and ethnic background should be removed before beginning the shortlisting process. Details included on here should not under any circumstances be used in the shortlisting or selection processes as they have no bearing on whether the individual is or is not a suitable candidate. Using these details in any way in the shortlisting and selection process will be potentially discriminatory and is against both legislation and our policy and ethos.

The slip will be removed and retained by the Secretary prior to sending application forms to the Recruiting Officer

### **8. Interviewing**

The primary purpose of an interview is to assess the candidates' ability to carry out the role in more detail and interviews are the main selection method we use.

Again, the only fair and effective way of measuring whether a candidate is suitable for the role on offer is to assess their experience, skills, knowledge and abilities against the criteria listed in the person specification. This is why carefully framed questions are so important – we need to ask questions which will elicit the evidence that candidates meet the requirements of the role. The Recruiting Officer will set questions appropriate to the vacant position and will refer to previous interview questions held by the Secretary. They will be the same for each interviewee and an interview form will be used.

### **9. Other Methods of Selection**

There are a number of ways to determine which of the shortlisted candidates best meets the person specification, but the interview will always form the central part of the selection process. If other selection methods are to be used, the Selection Panel should determine at the outset which items of the person specification the method is designed to assess, so that the information gathered in this way can be used systematically and fairly.

Other methods which Selection Panels may wish to consider to aid the process are:

- Written Exercise (to test the candidates' ability to do a piece of work without preparation)
- Practical Tests (e.g. writing a support plan or co-ordinating a rota)
- Producing a pre-prepared menu for a set period of times to a predefined budget

If you wish to use any additional selection methods, you can contact the TAS HR team to get advice and ideas about what will be most suitable and effective.

### **10. Appointing a Candidate**

The candidate with the highest total score at the end of all selection exercises is the one who has provided the evidence to indicate that they best meet the requirements of the post and should therefore, be offered the job.

The selected candidate may be offered the job verbally, subject to receipt of satisfactory references, DBS check and any other checks which are relevant to the post.

For all positions, the Secretary will be responsible for arranging, checking and sending all documentation relating to the offer and confirmation of employment.

The following checks should be made once an offer of employment has been made:

- References
- Right to work in the UK
- Proof of Identity
- DBS

## 11. References

The Secretary should verify that the name of the referee given was/is the prospective employee's manager or supervisor, rather than a colleague.

Where this is not possible, for example if this is the individual's first job or they have not worked in some time and a previous employer cannot be contacted, references should be sought from others who know the individual but preferably not friends. Family members are not acceptable referees. This could be for example, leaders of community groups they are involved in, members of societies or clubs they belong to etc.

The Secretary will obtain the references using the standard forms and these will be kept on the employee's personal file for the duration of their employment.

## 12. Right to Work in the UK

The Right to Work in the UK Guidelines explain in detail what documents are acceptable proof of an individual's right to work in the UK. The individual must provide the **originals** of these documents and it is the responsibility of the Secretary to check the originals and copy them for our records – see Appendix

## 13. Proof of Identity

Only the following documents are acceptable evidence of an individual's proof of identity:

- Passport
- Photo card driving licence
- Full birth certificate

The individual must provide the **originals** of these documents and it is the responsibility of the Secretary to check the originals and note the reference numbers for our records.

Further documentation may be needed as proof of the right to work – see Appendix

## 14. Post Employment Questionnaires

We may in some cases request successful applicants, after an offer has been made and accepted, to complete a post medical questionnaire.

*NB This is to ensure that we do not employ applicants, who after reasonable adjustments which may or have been made, are not physically capable to perform the duties of their job. As a result may put our residents that we care for and other staff at risk or which may worsen an applicant's previous or existing medical condition*

## 15. Feedback to Unsuccessful Candidates

It is good practice to provide feedback for unsuccessful candidates and this should be offered when they are advised of the result of the interview. A personal conversation between the recruiting officer and the applicant is best as it allows for the information to be presented in a constructively critical way, but feedback can also be provided in writing.

Feedback should centre on why the candidate did not meet the criteria stated in the person specification and the scores and comments made on the Interview Record should support the feedback provided.

## 16. The Disclosure & Barring Service (DBS) - Our procedures and practice in relation to DBS

### 16.1 Recruitment:

A copy of our Society's statement on the Recruitment of Ex-Offenders, as well as the DBS Code of Practice, will be made available to all applicants at the outset of the recruitment process as part of the recruitment pack.

Application forms, job adverts and any such recruitment brief will contain a statement that a DBS Disclosure will be requested in the event of the individual being offered the position.

Where an applicant has disclosed a conviction on their application form, and is subsequently invited to interview, they will be asked to submit written details of their criminal conviction(s) and other associated information, with dates. This information should be submitted to us in a sealed envelope marked "Private and Confidential – Rehabilitation of Offenders Act".

The sealed envelopes will be kept with the completed application form and only be opened by our Society Chair after the recruitment process has been completed and a successful applicant has been chosen.

Due to the nature of our work, we come within the scope of the Rehabilitation of Offenders Act (Exceptions) Order 1975. We therefore have the right to ask questions about an applicant's entire criminal record. This includes conviction details for any offences & formal police cautions for offence or bind-overs imposed by any court, including spent and unspent convictions as defined by the above Act. At interview, or in a separate discussion, we ensure that an open and measured discussion takes place on the subject of any offences or other matter that might be relevant to the position. Failure to reveal information that is directly relevant to the position sought could lead to withdrawal of provisional offer of employment or voluntary position.

Once an offer of employment has been made, the potential staff member or volunteer will be asked to provide relevant and current data (name, address and date of birth) so that we can initiate a DBS application via Abbeyfield's online DBS provider.

Upon receipt of the completed DBS by the applicant, s/he is then required to provide us with the completed DBS check so that we can view the DBS clearance and data.

A record of the DBS number and date of the application will be kept on the applicant's HR file.

If the applicant refuses to give their consent to a disclosure application being undertaken, then the recruiting officer must advise the applicant that they cannot be appointed to the post.

We undertake to discuss any matter revealed in a Disclosure with the person seeking the position before withdrawing a conditional offer of employment (see below).

Having a criminal record will not necessarily bar an individual from working with us. Consideration as to the suitability of an applicant with a criminal record, for a paid or voluntary position, will depend on the nature of the position applied for and the circumstances and background of the offence(s).

## **16.2 Risk Assessment:**

If a Disclosure is received that contains information pertaining to a criminal conviction(s), our Society Chair needs to make an informed decision as to whether the provisional offer of employment should be withdrawn. If the decision is that further information is needed in order to make a final decision, the Chair should carry out a DBS risk assessment (see Appendices for form and guidance).

The Chair will contact the applicant, inviting them to discuss the DBS content and agree a suitable date and time for the meeting. The applicant should be advised that they are required to bring their copy of the Disclosure to the meeting.

The DBS risk assessment form should be completed at this meeting and signed and dated by the person completing the form as a true and accurate record of the discussion.

Note, the DBS Code of Practice requires that records of Disclosure information should not be retained for longer than is required for the particular purpose of obtaining that information (6 months max)

In carrying out the risk assessment, it is essential the Chair finds out full details of the offence and the circumstances leading up to it; the seriousness of the offence (the punishment decided upon will give a good guide as to the seriousness e.g. someone given a community service order, suspended sentence or a fine will not be considered such a threat to society as someone who is given a prison sentence; the length of time since the offence occurred; if there is a pattern of offending behaviour.

## **16.3 Acceptable and Unacceptable Convictions:**

The suitability for employment of a person with a criminal record will vary, depending on the nature of the job and the details and circumstances of any convictions. There are no set guidelines on which offences



would make an individual unsuitable to work with vulnerable adults but as a guide to good practice we would comply with the guidelines similar to those working with children.

We will not employ anyone with a conviction for Murder, Manslaughter, Rape, Sexual Assault, GBH

Consideration will be given to whether it is feasible to employ someone with a conviction for assault, theft from the person, burglary or deception.

#### **16.4 Withdrawing a provisional offer of employment:**

A Disclosure containing information that makes the applicant unsuitable for a position with our Society will mean that the provisional offer of employment or voluntary position is withdrawn.

A letter confirming the withdrawal of provisional offer of employment or voluntary post will be sent to the applicant by the Chair. The decision to withdraw an offer of employment will be final.

#### **16.5 Employing an applicant with a criminal record:**

Where an applicant with a criminal record is engaged as a staff member or volunteer, it is the responsibility of our Chair to ensure the information is passed to those who need to see it as part of their responsibilities, to enable the individual to integrate into the workplace without prejudice. A Record will be kept confidentially separately to the employee records by the Society.

#### **16.6 Existing employees and volunteers:**

All staff and volunteers will be required to complete a new disclosure application every three years. The on-line update service allows organisations to carry out an online status check to establish if further relevant criminal information has been identified since a DBS check was last carried out – for further information see: [www.gov.uk/dbs-update-service](http://www.gov.uk/dbs-update-service). Before doing so:

- check the original certificate is valid and for the relevant to the role;
- have the consent of the individual to carry out the check through the update service; and
- ensure the level of check being made is appropriate and legal in light of the role involved (see Appendix E for more details of eligibility for different checks).

Where a criminal record is disclosed or a DBS check indicates the person may be unsuitable to continue in employment, the Chair shall decide whether the employee/volunteer is suspended, or in the case of an employee, transferred temporarily to another post where appropriate, whilst this is investigated.

For employees, our Society's Disciplinary Policy and Procedure will prevail in such cases.

### **17. Principles for the secure storage, handling, use, retention & disposal of disclosures & disclosure information.**

#### **Storage and Access:**

Disclosure information must be stored in a separate and secure, lockable, non portable storage unit with access strictly controlled to those who are entitled to see the information stored as part of their duties.

#### **Handling and usage:**

In accordance with section 124 of the Police Act 1997, Disclosure information is only passed to those who are authorised to receive it in the course of their duties. A record of all those to whom Disclosures or Disclosure information has been revealed is maintained.

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

#### **Retention:**

Disclosure information will not be kept any longer than is absolutely necessary once a recruitment (or other relevant) decision has been made.

Disclosure information will be kept for a period of six months to allow for the consideration or resolution of any complaints. If, in very exceptional circumstances, it is considered necessary to keep Disclosure information for longer than six months, the DBS will be consulted for advice. If it is deemed necessary to keep Disclosure information for a longer period, then throughout this time the usual conditions for safe storage and strictly controlled access will prevail.

**Disposal:**

Once the retention period has elapsed, Disclosure information will be securely shredded. A record of the applicant name, date of issue of a disclosure, the unique reference number and the position for which the disclosure was requested will be retained on the DBS record database.

**Breach of Policy and Procedure:**

Any breach of this policy will be treated as gross misconduct and will be dealt with in accordance with our Societies Disciplinary Policy & Procedure.

**18. Changes since last version of this Policy**

Originally introduced in June 2018, this version remains largely unaltered following review in 2020. There are minor wording changes in the first 2 paragraphs of Section 1 and at the end of 5.4

**Supporting Appendices**

Sample Employment Contract Template  
DBS Risk Assessment form to be completed for Declared and Undeclared Criminal Convictions/Disclosures  
DBS Guidance for the Chair  
List of Acceptable Documents for Right to Work Checks

# **EMPLOYMENT CONTRACT TEMPLATE**

## **(Appendix to Staff Recruitment and Selection Policy)**

### **STATEMENT OF TERMS AND CONDITIONS OF EMPLOYMENT**

Pursuant to the Employment Rights Act 1996.

**Name and Address of Employee:** <Name>

(referred to as "you" elsewhere in this document)

**Name of Employer:** Society Name and address

(referred to as "we", "our" or "us" elsewhere in this document)

#### **1. Date of Commencement of Employment:**

Your employment commences on <Start Date>.

Your date of continuous employment was <Cont Emp Date>>

No employment with a previous employer counts as part of continuous employment.

#### **2. Job Title:**

You shall be employed as a <Job Title> reporting to the <Manager Title>.

#### **3. Duties:**

You are required to undertake the duties as outlined by your line manager.

You may from time to time be requested to undertake other such duties as we may reasonably require.

#### **4. Place of Employment:**

4.1 Your principle place of work will be at <Scheme Name>, <Location>

You may, however, from time to time be required to work at such other locations as we may reasonably require.

4.2 We reserve the right to change your principal place of work and/or employment to any other location as we may reasonably require. You may be required to travel regularly out of the office.

#### **5. Remuneration:**

5.1 Your hourly pay rate will be £<hourly rate> per hour.

5.1 Your daily pay rate will be £<daily rate> per day.

5.1 Your salary will be £<yearly rate> per annum.

You will be paid monthly in arrears by BACS on or around the 25th of every month.

Your pay will be subject to deductions if and as applicable.

Your rate of pay will be reviewed annually on 1st April.

5.2 You will usually be required to work any bank or statutory holiday which falls on a normal working day (see clause 10 which sets out your holiday entitlement) and you may be asked to work on other bank or statutory holidays. You will be paid at double your normal rate of pay for any hours worked on any bank or statutory holiday.

5.3 We are authorised by you to deduct any sums due from you to us from your salary. Also to pay any other sums due to you or deduct sums due to us in respect of your office or employment or its termination.

#### **6. Gifts:**

The borrowing or acceptance of gifts of a value greater than £25, whether monetary or otherwise, from residents or their relatives is prohibited. Any gifts received must be recorded in line with the arrangements in operation at your place of work. This policy safeguards both us and our employees. If in any doubt or difficulty, you should discuss the matter with your line manager.

## **7. Hours of Work and Overtime:**

7.1 You are required to work such hours as are needed to complete your duties and would expect these to average 7 hours per day.

If and when you are present (day or night), but at your discretion, you are expected to respond to any emergency calls in respect of house residents\*\*. The expected frequency of emergency responses is less than one event per month and it is not anticipated that the time spent in responding to an emergency will be such as to amount to more than a few hours on any one occasion. You will be paid separately where the time involved exceeds 30 minutes.

For the reassurance of our residents that there is generally a member of staff present, we arrange for either the resident house manager or a duty manager to "sleep-in" overnight.

As house manager you are provided with accommodation on the premises for this purpose subject to the provisions of the separate Service Occupancy Agreement which you have signed at the same time as this document. OR

As a deputy or relief manager, a room is provided on the premises for this purpose and you may use this as and when convenient. You will be paid an allowance for sleeping in on those occasions when the house manager will not be present for some planned reason.

On nights when you provide the "sleep-in" cover\* you are required, at a time to suit yourself, ensure that the house is secure.

\*Note that the "sleep-in" does not constitute "night working" as defined under the Working Time Regulations 1998 – see 7.2.

\*\*Note also that, although you are responsible for the day-to-day support of the residents, this specifically excludes any medical or personal care. You may, however, provide reassurance, comfort, first aid and/or assistance to residents who are temporarily incapacitated or in an emergency situation. You are not expected to be in the house at all times or at any given time and may arrange your duties to suit yourself subject to provision of meals at the scheduled times.

## **7.2 WORKING TIME REGULATIONS 1998:**

Under regulation 4(1) of the Working Time Regulations 1998, the average working time of a worker, including overtime and any additional hours, must not exceed 48 hours a week unless the worker has previously agreed otherwise in writing. You confirm your agreement that this limit on your working hours will not apply, and that your average working time may therefore exceed 48 hours a week and accordingly you have signed an Opt-out agreement.

## **8. Pensions:**

We operate a Pension Scheme which you will be eligible to join on commencing employment.

## **9. Retirement:**

We do not have a compulsory retirement age. Employees may choose to retire at 65 if they so wish but we do not require it and, as long as an employee remains capable of carrying out their role, will encourage them to remain employed for as long as they wish past the age of 65.

Should you decide to retire whilst still employed by us, we request that you give us at least three months' notice before your planned retirement date to facilitate planning. Formal contractual notice will still be required.

## **10. Holidays and Holiday Pay**

10.1 The holiday year runs from 1<sup>st</sup> April to 31<sup>st</sup> March. This is subject to change at our discretion.

10.2 From the commencement of your employment your paid holiday entitlement will be <AL entitlement> hours/days per calendar year, inclusive of bank and other statutory holidays.

10.3 You will usually be required to work any bank or statutory holiday which falls on a normal working day and may be asked to work other bank or statutory holidays. Any bank or statutory holiday which falls on a working day that you take as annual leave will be deducted from your annual leave entitlement.

10.4 Should you leave us before earning the holiday entitlement you have taken, a deduction will be made from your final salary payment equivalent to the amount of time so taken.

10.5 Holidays may only be taken at times agreed with your line manager in advance.

## **11. Absence Due to Sickness or Injury:**

11.1 Provided that you have been in our employment for at least six months, during sickness you will receive sick pay from us at full pay for a period of 4 weeks, followed by half pay for a period of 8 weeks

11.2 A self-certification system operates for absence from work due to sickness or injury not exceeding seven days.

11.3 If you cannot attend work because of sickness or injury on a day that you have agreed to work, you must, unless there is some good reason to the contrary, advise your line manager of the reason for non-attendance at least one hour before the start of your shift on the first working day of absence. Failure to do so may result in sickness pay not being paid.

11.4 Immediately on your return to work, you must obtain, complete and return to your manager before the end of the working day of your return to work, a self-certification form (or doctor's certificate for periods exceeding seven days)

11.5 Sickness or injury exceeding seven days must be covered by a doctor's certificate.

11.6 All sickness and injury absence will be entered on your employment record.

11.7 If you are absent from work by reason of sickness or injury, you may be entitled to either Statutory Sick Pay (SSP) or State Sickness Benefit. The first three days of any sickness absence is unpaid, in line with SSP requirements.

11.8 Statutory Sick Pay and sick pay are subject to the usual deduction for PAYE, National Insurance, and Pension Contributions etc.

11.9 Two or more periods of sickness absence (each exceeding three days) which are separated by 14 or fewer days will be treated as one period of sickness absence.

11.10 We reserve the right to require you undergo a medical examination at our request after three months absence due to sickness. We will pay the cost of any such examination and all information given in connection with it and any report upon it shall be fully disclosed to us. Additionally, if we are concerned about your health at any time, you may be asked to undergo a medical examination (at our expense) so that we can be assured that it does not affect our residents' well-being.

11.11 We reserve the right to terminate your employment if you are absent from work due to sickness for a period exceeding three months in any period of twelve months.

## **12. Notice to Terminate:**

Save in cases of gross misconduct or by agreement, this contract may be terminated at any time by the following periods of notice given in writing:

12.1 Employer's notice to employees:

Up to four years' service = Four weeks.

More than four years' service = One week for each year of continuous employment up to a maximum of twelve weeks.

12.2 Employee's notice to employer: Four weeks.

## **13. Pay in Lieu of Notice (PILON)**

We may at our sole discretion terminate this contract at any time and with immediate effect by paying a sum in lieu of notice equal to the basic pay or salary (as at the date of termination) which you would have been entitled to receive under this contract during the notice period (or part thereof) referred to in this contract. This payment will be made less Income Tax and National Insurance contributions.

## **14. Work During the Notice Period:**

During the period of notice, we may require that you hold yourself available to carry out such duties (if any) as we may require but we may suspend you from all or any of your duties and impose such restrictions on the carrying out of your duties, activities, attendance at our premises, contact with clients, staff, consultants, suppliers, donors, and funders and otherwise as we think fit.

## **15. Garden Leave:**

15.1 Following a notice to terminate the appointment by either party, or if you purport to terminate the appointment in breach of contract, or if we so decide, at any time during the appointment OR in order to investigate a reasonable belief that you are guilty of gross misconduct, we may by written notice require you not to perform any services (or to perform only specified services) for us until the termination of the appointment or a specified date.

15.2 During any period of Garden Leave, We shall be under no obligation to provide any work to, or vest any powers in you and you shall have no right to perform any services for us.

15.3 During any period of Garden Leave you shall:

- a) Continue to receive your salary and all contractual benefits in the usual way and subject to the terms of any benefit arrangement;
- b) Remain an employee of us and be bound by the terms of your contract of employment with us;
- c) not, without our prior written consent, attend your place of work or any other of our premises;
- d) not, without our prior written consent, contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client, customer, supplier, agent, distributor, shareholder, adviser or other business contact of us and
- e) ensure that your line manager knows where you will be and how you can be contacted during each working day (except during periods taken as holiday in the usual way).

#### **16. Probation Period:**

There is a probation period of three months for new employees during which time you shall be entitled to one week's notice. Our disciplinary and grievance scheme shall not apply during the probationary period. We reserve the right to extend your probationary period at our discretion.

You should not consider your probationary period to have successfully been completed until you are notified as such in writing.

#### **17. Grievance and Disciplinary Procedures:**

You are subject to our disciplinary and grievance procedures, copies of which are available.

These procedures do not form part of your contract of employment.

If as an employee you wish to raise a grievance, you may apply in writing in accordance with the grievance procedure.

If you wish to appeal against a disciplinary decision, you may apply in writing in accordance with the disciplinary procedure.

We reserve the right to suspend you from any or all of your duties for a reasonable period whilst we investigate any disciplinary matter involving you or while any disciplinary procedure against you is outstanding.

Full details of our Disciplinary and Grievance Policy and Procedure are available on request.

#### **18. Confidentiality:**

18.1 You shall not use or disclose to any third person either during or at any time after the period of your employment with us any documents, confidential facts or information or trade secrets relating to our business affairs which come to your knowledge during such period, nor shall you make or keep any such documents or any extracts from such documents

18.2 You will not upon termination of your employment take with you or retain any records of any kind pertaining to our affairs, service users, or any other information or any papers, charts, bulletins, reports, drawings, blueprints, or models of any kind or copies or extracts from such items.

Any and all such items shall be deemed at all times to belong to us and shall be surrendered to us on demand. We shall be entitled to withhold any salary or other sum due to you until such time as any such demand is met to our satisfaction.

18.3 Nothing contained in this clause shall limit, in any way, any legal or equitable rights which we would have in the absence of this clause concerning the matters referred to in the above paragraphs.

#### **19. Data Protection:**

19.1 We hold and use the data comprised in your personnel file to enforce our rights and meet our obligations as an employer.

19.2 We may monitor and record all uses you make of our telecommunications systems (including telephone calls and emails made, sent or received) during the course of your employment for the purposes permitted under (and in accordance with) the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000. These purposes include establishing facts, ascertaining compliance with regulations and codes of practice, ascertaining standards which are or should be achieved by users of our telecommunications systems, determining whether communications are relevant to our business or activities and preventing or detecting crime.

19.3 Your signature of this contract shows your consent to the holding and use of such data by us and the monitoring and (where permitted by the Regulations) recording of such uses of our telecommunications systems.

## **20. Effect of Ending the Employment:**

The ending of employment will not affect any rights we have against you arising from any breach of this agreement, whether or not these occurred before or after the employment ended.

## **21. Our Rules and Procedures:**

You agree to comply with our rules and procedures as amended from time to time.

## **22. Variations:**

Any proposed variations to these terms and conditions of employment will be notified to you and a period of consultation entered into with the aim of reaching an agreement. We reserve the right, at the end of the period of consultation, to vary this agreement if there is a business or substantial reason to do so.

## **23. Health and Safety:**

### **23.1 General Policy:**

Health and Safety at Work Legislation places certain duties on all employees, these include the following:

- (i) Employees must be conscious of the health and safety implications of their actions and/or omissions, and take reasonable care for the health and safety of themselves and others.
- (ii) Employees must ensure that health and safety equipment is not tampered with, and that any damage is immediately reported.
- (iii) Employees must cooperate with us to enable a duty or requirement imposed under health and safety legislation to be performed or complied with.
- (iv) Employees must use all equipment in accordance with their training and operating instructions, and must inform their line manager if they become aware of any danger or shortcoming in protection arrangements for health and safety.

### **23.2 Fire Precautions:**

Employees should familiarise themselves with the instructions about fire procedure and the position of fire extinguishers.

## **24. Equal Opportunities:**

We have adopted an equal opportunities policy. In accepting these terms and conditions of employment, you accept this policies and should work to ensure its implementation in all aspects of your work.

## **25: Food Hygiene:**

All staff who handle food must hold a Food Hygiene Certificate and arrangements will be made for you to attend an appropriate course at Abbeyfield's expense if applicable (it is compulsory for all personnel preparing food for residents to possess a certificate in food hygiene or to be supervised in that work). Appropriate training will be provided including relevant aspects of health and safety procedures.

## **26: Mandatory Learning and Development:**

We are committed to provide an excellent quality of service to our residents and as such, you will be expected to keep your skills and knowledge up to date as an ongoing condition of your employment. Mandatory learning and development sessions relevant to your position will be arranged by us to assist you to effectively fulfil your role. Failure to attend prearranged learning and development sessions may lead to disciplinary action being taken against you.

27: These terms and conditions of employment are effective from the date indicated and may be altered with due consultation at any time, subject to four weeks prior notice in writing, or such shorter period as may be mutually agreed.

I have read and accepted all the foregoing terms, in particular the paragraphs relating to post termination restrictions and my obligations of confidentiality, and accept that these terms are reasonable and protect a legitimate business interest, as our works in a market in which confidentiality is of the utmost importance and in which employees are made aware of a high level of confidential information

concerning our business and its relations with its suppliers and the needs of its customers, which it needs to protect.

This contract will not be effective if the preconditions of employment outlined in your offer letter are not met.

Signed: \_\_\_\_\_ Date: <Date>  
(Name)

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



**Appendix – DBS Risk Assessment: Declared and Undeclared Criminal Convictions/Disclosures**  
(To be completed by the Chair)

Name of Supported Sheltered House: .....
Name of applicant/employee: .....
Assessing person: .....
Date of assessment: .....

1. Did the applicant declare the conviction(s) on the application form?  
.....
2. If not, what reason(s) are given for not declaring this?  
.....  
.....
3. How long ago did the conviction(s) occur?  
.....
4. What age was the applicant at the time of offending?  
.....
5. What is (are) the nature of the conviction(s)?  
.....  
.....
6. Was it a one of offence or part of a history of offending?  
.....
7. What explanation does the applicant give? (Please continue on a separate sheet if necessary and ensure that this is signed and dated by the applicant)  
.....

**Risk Assessment: Declared and Undeclared Criminal Convictions/Disclosures**

8. Will the applicant be working unsupervised with residents?

.....

**I confirm that the above is a true and accurate record of the assessment meeting.**

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

**PLEASE COMPLETE THIS SECTION POST ASSESSMENT MEETING**

a) Does the conviction history suggest any risk to residents, staff, volunteers or property? Please detail the risk identified.

.....  
.....  
.....

b) Are there any risks in employing/engaging the applicant? (Please provide as much detail as possible).

.....  
.....  
.....

c) What, if any, management controls are/can be put in place to minimise the risks? (Please provide as much detail as possible).

.....  
.....  
.....

d) Should the applicant be employed?

.....

e) Have you discussed this with TAS Human Resources Department?

.....

**Signed:** ..... **Chair:** .....

## **APPENDIX – DBS Risk Assessment: Guidance for the Chair**

### **Criminal convictions and records.**

A criminal conviction is a finding of guilt by a magistrates' or crown court. Under the Rehabilitation of Offenders Act 1974, most criminal convictions can become 'spent' or forgotten after a 'rehabilitation period'. For example, a conviction that leads to a fine, which is the most common penalty, has a rehabilitation period of five years, or two-and-a-half years if the person was aged under 18 at the time of conviction. Most community penalties also become spent after five years, two-and-a-half years for juveniles. Prison sentences have longer rehabilitation periods. Prison sentences of more than two-and-a-half years can never become spent.

A full list of the main sentences and orders and their rehabilitation periods are set out in the table in the section on Rehabilitation periods for criminal offences.

### **Spent convictions on Disclosures**

Spent as well as unspent convictions will appear on Criminal Record Disclosures because the certificate being applied for is for a post that is supposed to be exempt from the Rehabilitation of Offenders Act i.e. work with vulnerable adults.

### **Cautions, reprimands, warnings and fixed penalty notices**

**A Caution** is a formal warning administered by a senior police officer in a police station.

Reprimands and Final Warnings are a form of caution for juveniles, also administered by a senior police officer, usually in a police station. None of these are criminal convictions, so do not have a rehabilitation period and cannot be spent or unspent under the Rehabilitation of Offenders Act, however, unless they are very old, cautions, reprimands and final warnings will normally show up on Disclosures.

**Formal Warnings** given on the street for possession of small amounts of cannabis are not final warnings and will not normally show up on Disclosures.

**Fixed Penalty Notices** are also not convictions and will not normally show up on Disclosures. Fixed penalty notices are normally given to motorists caught on camera for speeding and other motoring offences. Increasingly they are being used for other less serious offences such as shoplifting and public order offences.

### **Criminal records**

A criminal record will stay on the Police National Computer (PNC) or local police systems even after it has become spent – it will not be wiped.

In the past, minor records could be wiped from the PNC however this is no longer the case and records are now kept for life.

If an individual wishes to find out about their record, they can carry out a 'subject access' check on them self under the Data Protection Act. To do this, they need to obtain a subject access form from the police. This can be obtained from the individual contacting their local police headquarters or by going on to the police force's website. Some police stations also have copies of the forms. The checks cost £10, but can take up to 40 days to complete.

### **Rehabilitation periods for criminal offences**

The length of the rehabilitation period depends on the sentence given - not the offence committed. For a custodial sentence, the rehabilitation period is decided by the original sentence, not the time served.

*The DBS Appendix continues on following page...*

**The following sentences become spent after fixed periods from the date of conviction:**

Sentences and Community Orders		Adult 18+ at time of conviction/disposal	Young person Under 18 at time of conviction/disposal
		Rehabilitation Period	
Prison or Young Offender institution including suspended prison sentences	Over 30 months (2½ years)	Never spent	
	Over 6 months and <30 months	10 years	Never spent
	Less than 6 months	7 years	5 years
Fine		5 Years	2½ years
Community Sentence		5 Years	2½ years
Conditional discharge		Period of Order or 12 months whichever is longer	
Absolute discharge		6 months	
Conditional Caution		3 months	
Simple Caution / Reprimand / Final Warning		Spent immediately	

**Some sentences carry variable rehabilitation periods. The main ones are as follows.**

Compensation Order	On discharge of order. (when paid in full)
Supervision Order	N/A      Period of Order
Bind Over	Period of Order or 12 months whichever is longer
Attendance Centre Order	A period ending 1 year after the order expires
Hospital Order	5 Years or a period ending 2 years after the order expires whichever is longer

**Important Notice:**

The above table is intended as general guidance only. It must not be used as a definitive interpretation of the Act. Legal advice should be sought if there is any doubt. Further information can be accessed on the Ministry of Justice web site, which may be revised from time to time.

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/216089/rehabilitation-offenders.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/216089/rehabilitation-offenders.pdf)

**Rehabilitation periods for motoring offences**

The rehabilitation period for penalty points following an endorsement is five years. The period for a disqualification is the length of the disqualification. If a driver becomes disqualified for example one year and fined, the fine takes five years to become spent, therefore the longer rehabilitation period applies.

An endorsement cannot affect the rehabilitation period of a motoring conviction. For example, if a driver were fined for drink driving and had their licence endorsed, the rehabilitation period would be five years (the length applying to the fine) rather than 11 years (the length of time under the Road Transport Act before you were entitled to a clean driving licence).

The payment of a fixed penalty notice (FPN) for a motoring offence does not result in a conviction, unless the penalty is disputed by the driver, in which case this may be taken to court and the driver is convicted.

*Appendix B continues on following page...*

## **Rehabilitation periods for multiple convictions**

The Act is complicated in cases where people have several convictions because many subsequent convictions, but not all, extend the rehabilitation periods of earlier convictions.

If an individual has an unspent conviction and has then committed a 'summary' offence (a minor offence that can only be tried in a magistrates' court) the minor offence will not affect the rehabilitation period for the first offence; each offence will expire separately.

### **Concurrent and consecutive sentences**

If an individual received two or more prison sentences in the course of the same proceedings, the rehabilitation period will depend on whether they ran concurrently (at the same time) or consecutively (one after the other).

For example, two six-month terms orders to run consecutively are treated as a single term of 12 months, giving a rehabilitation period of 10 years. However, two six-month sentences ordered to take effect concurrently are treated as one term of six months, giving a rehabilitation period of seven years.

## Appendix - Lists of acceptable documents for right to work checks

To comply and prevent illegal working, all employers are required to ensure their employees have the right to work in the UK. Two lists, **A and B**, set out the documents that are considered acceptable for demonstrating right to work in the UK. These are extracted below and should be checked against the current (May 2014) “Home Office – Rights to Work Checklist” on the gov.uk site if there is any doubt that they are not the current version. Original documents from either **List A or List B** must be obtained.

**List A** contains the range of documents which may be accepted for checking purposes for a person who has a permanent right to work in the UK.

**List B** contains the range of documents which may be accepted for checking purposes for a person who has a temporary right to work in the UK.

<b>LIST A</b>	
<b>Acceptable documents to establish a continuous statutory excuse</b>	
1.	A passport showing the holder, or a person named in the passport as the child of the holder, is a British citizen or a citizen of the UK and Colonies having the right of abode in the UK.
2.	A passport or national identity card showing the holder, or a person named in the passport as the child of the holder, is a national of a European Economic Area country or Switzerland.
3.	A Registration Certificate or Document Certifying Permanent Residence issued by the Home Office to a national of a European Economic Area country or Switzerland.
4.	A Permanent Residence Card issued by the Home Office to the family member of a national of a European Economic Area country or Switzerland.
5.	A <b>current</b> Biometric Immigration Document (Biometric Residence Permit) issued by the Home Office to the holder indicating that the person named is allowed to stay indefinitely in the UK, or has no time limit on their stay in the UK.
6.	A <b>current</b> passport endorsed to show that the holder is exempt from immigration control, is allowed to stay indefinitely in the UK, has the right of abode in the UK, or has no time limit on their stay in the UK.
7.	A <b>current</b> Immigration Status Document issued by the Home Office to the holder with an endorsement indicating that the named person is allowed to stay indefinitely in the UK, or has no time limit on their stay in the UK, <b>together with</b> an official document giving the person’s permanent National Insurance number and their name issued by a Government agency or a previous employer.
8.	A <b>full</b> birth or adoption certificate issued in the UK which includes the name(s) of at least one of the holder’s parents or adoptive parents, <b>together with</b> an official document giving the person’s permanent National Insurance number and their name issued by a Government agency or a previous employer.
9.	A birth or adoption certificate issued in the Channel Islands, the Isle of Man or Ireland, <b>together with</b> an official document giving the person’s permanent National Insurance number and their name issued by a Government agency or a previous employer.

10. A certificate of registration or naturalisation as a British citizen, **together with** an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.

#### LIST B

#### Acceptable documents to establish a statutory excuse for a limited period of time

##### Group 1 – Documents where a time-limited statutory excuse lasts until the expiry date of leave.

1. A **current** passport endorsed to show that the holder is allowed to stay in the UK and is currently allowed to do the type of work in question.
2. A **current** Biometric Immigration Document (Biometric Residence Permit) issued by the Home Office to the holder which indicates that the named person can currently stay in the UK and is allowed to do the work in question.
3. A **current** Residence Card (including an Accession Residence Card or a Derivative Residence Card) issued by the Home Office to a non-European Economic Area national who is a family member of a national of a European Economic Area country or Switzerland or who has a derivative right of residence.
4. A **current** Immigration Status Document containing a photograph issued by the Home Office to the holder with a valid endorsement indicating that the named person may stay in the UK, and is allowed to do the type of work in question, **together with** an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.

##### Group 2 – Documents where a time limited statutory excuse lasts for 6 months

1. A Certificate of Application issued by the Home Office under regulation 17(3) or 18A(2) of the Immigration (European Economic Area) Regulations 2006 to a family member of a national of a European Economic Area country or Switzerland stating that the holder is permitted to take employment which is **less than 6 months** old **together with a Positive Verification Notice** from the Home Office Employer Checking Service.
2. An Application Registration Card issued by the Home Office stating that the holder is permitted to take the employment in question, **together with a Positive Verification Notice** from the Home Office Employer Checking Service.
3. A **Positive Verification Notice** issued by the Home Office Employer Checking Service to the employer or prospective employer which indicates that the named person may stay in the UK and is permitted to do the work in question.

## Appendix – Proof of Right to Work Checks

Before they start work, employers must check a potential employee's "proof of right to work in the UK" to ensure they are legally allowed to work. This means checking a document which is acceptable for showing permission to work. The person making the check must follow and complete the following steps.

1. Obtain the person's original documents;
2. Check them in the presence of the holder (including a visual inspection of the document),
3. Make and retain a clear copy,
4. Certify that you have seen a true copy of the original, write your name, sign and date the copy of the original document on that same day and file these on the applicants file.

Step 1- Obtain the original documents from either List A or List B of acceptable documents in the '*Right to Work Checklist*'.

Step 2- Check that they are genuine and that the person presenting them is the prospective employee or employee, the rightful holder and allowed to do the type of work you are offering. You must check:

- photographs and dates of birth are consistent across documents and with the person's appearance in order to detect impersonation;
- expiry dates for permission to be in the UK have not passed;
- any work restrictions to determine if they are allowed to do the type of work on offer (for students who have limited permission to work during term-times, you must also obtain, copy and retain details of their academic term and vacation times covering the duration of their period of study in the UK for which they will be employed);
- the documents are genuine, have not been tampered with and belong to the holder; and
- the reasons for any difference in names across documents (e.g. original marriage certificate, divorce decree absolute, deed poll). These supporting documents should also be photocopied and a copy retained.

Step 3- Copy. Make a clear copy of each document in a format which cannot later be altered, and retain the copy securely, either electronically or in hardcopy.

You must copy and retain:

- Passports: front cover, any page with the document expiry date, the holder's nationality, date of birth, signature, leave expiry date, biometric details, photograph and any page containing information indicating the holder has an entitlement to enter or remain in the UK and undertake the work in question (the front cover no longer has to be copied).
- All other documents: the document in full, including both sides of a Biometric Residence Permit and a Residence Card (biometric format). You must retain copies securely for not less than two years after the employment has come to an end.

Step 4 –Certify. Do this by writing your name, signing and dating the copy of the original document on that same day each was copied. You must write on all the copies for example:

*'Certified as a true copy of the original seen by [Name and job title], [Signature], [Date]'*

Having certified a copy of the original documents, a scanned copy **MUST** be made of all the documents and filed with the potential employees application paperwork on the same date you receive and copy the original proof of right to work documents.

Do not make assumptions about a person's right to work in the UK or their immigration status on the basis of their colour, race, sex, gender, marital status, nationality, ethnic or national origins, age, disability, accent or length of time they have been resident in the UK.