

**Dhek Bhal’s mission is ‘to promote the health and social well being of South Asian people living in Bristol & South Gloucestershire through a range of services’**

**Issue No: 5**

**Staff Handbook**

**Company Policies and Procedures**

**March 2016**

Head Office: 43 Ducie Road, Barton Hill, Bristol, BS5 0AX

Tel No: 0117 9146671 / 9146672 Fax No: 0117 9146671

E-mail:- [dhekbhal@yahoo.co.uk](mailto:dhekbhal@yahoo.co.uk) Website: - [www.dhekbhal.org.uk](http://www.dhekbhal.org.uk/)

Charity Registration No: 1070015 Limited by Guarantee No: 3472146

**TABLE OF CONTENTS**

**Welcome to the Company**

[1. WELCOME 3](#_Toc402440859)

2. INTRODUCTION 4

[3.](#_Toc402440860) HISTORY 5

4. VALUES, AIMS AND OBJECTIVES 7

5. GOVERNMENT, MANAGEMENT AND STRUCTURE 9

6. CONDITIONS OF EMPLOYMENT 10

[7.](#_Toc402440861) PROBATIONARY PERIODS 17

8. SECONDARY EMPLOYMENT 19

**Time Off Work**

[9. ANNUAL LEAVE 21](#_Toc402440862)

[10. SICKNESS ABSENCE POLICY AND PROCEDURE 2](#_Toc402440863)7

[11. ADVERSE WEATHER POLICY 3](#_Toc402440864)7

**Family Friendly Policies**

12[. MATERNITY POLICY 40](#_Toc402440865)

[13. ADOPTION LEAVE AND PAYMENT 4](#_Toc402440866)9

[14. PATERNITY LEAVE](#_Toc402440867) 56

[15. PARENTAL LEAVE 65](#_Toc402440868)

[16. DEPENDANT LEAVE POLICY 70](#_Toc402440869)

[17. FLEXIBLE WORKING POLICY 73](#_Toc402440870)

**Performance And Conduct**

[18. CODE OF CONDUCT 79](#_Toc402440871)

[19. BRIBERY AND CORRUPTION POLICY 86](#_Toc402440872)

[20. LATE OR MISSED VISITS 94](#_Toc402440873)

[21. NON-CONTRACTUAL DISCIPLINARY PROCEDURE 97](#_Toc402440873)

[22. POOR PERFORMANCE PROCEDURE 107](#_Toc402440874)

[23. NON-CONTRACTUAL GRIEVANCE PROCEDURE 117](#_Toc402440875)

[24. WHISTLE BLOWING 122](#_Toc402440876)

[25. EQUALITY OF OPPORTUNITY POLICY 126](#_Toc402440877)

[26. ANTI-HARASSMENT AND BULLYING POLICY 132](#_Toc402440878)

[27. EXPENSES AND CLAIMING PROCEDURE 139](#_Toc402440879)

[28. RIGHT TO SEARCH 145](#_Toc402440880)

**Technology And Data**

[29. DATA PROTECTION/SECURITY POLICY 148](#_Toc402440881)

[30. IT, E MAIL & INTERNET USAGE POLICY 154](#_Toc402440882)

[31. SOCIAL MEDIA POLICY 163](#_Toc402440883)

**Staff Development And Wellbeing**

[32. ALCOHOL AND DRUGS POLICY 168](#_Toc402440884)

[33. SMOKE FREE POLICY 173](#_Toc402440885)

[34. EYE AND EYESIGHT TESTS POLICY 179](#_Toc402440886)

[35. HEALTH AND SAFETY POLICY 180](#_Toc402440887)

36. LEARNING AND DEVELOPMENT POLICY 189

[37. LEAVING THE ORGANISATION 191](#_Toc402440888)

38. GUIDANCE FOR MANAGING EMERGENCIES 195

1. WELCOME

## Dear Colleague

Welcome to Dhek Bhal. I hope you will enjoy working with us!

Dhek Bhal has grown enormously, from one at the beginning, almost 30 years ago to over fifty permanent sessional, part-time and full-time Employees.

As Dhek Bhal has continued to grow, our goal has remained the same; to promote the health and social well being of South Asian People in Bristol and South Gloucestershire.

Many of you will work with service users and contribute directly to this goal. Others will work ‘behind the scenes’, whatever your job, I am proud to say everything we do, providing respite breaks, daycentre services, seminars, courses, fundraising and keeping accounts etc. contributes to our overall goal.

With your help, Dhek Bhal will continue to thrive. We have ambitious plans to increase our services to our users. Your commitment and your skills can make these plans a reality.

Not everything will be in this book, although we have done our best to make it as comprehensive as possible. Any suggestions for improving the Handbook or for new and better Dhek Bhal services, or indeed for Employees benefits generally, would be appreciated.

Yours sincerely

Zehra Haq

Chief Executive

1. INTRODUCTION

This Staff Handbook is designed both to introduce you to Dhek Bhal and is to be of continuing use during your employment with the Company.

This booklet describes our general working conditions and rules. It should be read in conjunction with the individual Employee’s contract of employment. Where there is a conflict between the contract of employment and the Handbook, the contract of employment will prevail.

Every Employee is subject to and must observe and comply with all rules, policies and procedures as set out in this Staff Handbook.

For the avoidance of doubt the term Care Worker means ‘Sitter’, ‘Domiciliary Care Worker’ and ‘Day Centre Staff’.

For the avoidance of doubt unless otherwise stated these rules, policies and procedures do not form part of the contract of employment. The Company is therefore entitled to amend, cancel or introduce such rules, policies and procedures, as the Company considers necessary.

The Company is constantly reviewing its terms and conditions of employment and policies to compare them with best practice and legal obligation. Appropriate changes may be made to reflect such best practice.

Any Employee who breaches any of the rules, policies or procedures may be subject to disciplinary action.

If you need further information or help in any way, do not hesitate to raise any queries with management.

It is important that you do this before signing that you have read, understood and are willing to abide by all our terms and conditions.

1. HISTORY

The Company was founded in May 1986 by a small group of volunteers, operating under the name of the Barton Hill Asian Women’s Group, to bring women who experience isolation together.

On the 27th of November 1997 a company limited by guarantee was incorporated under the name of Dhek Bhal, which means ‘looking after or to look after’. On 21st December 1997 the charity was transferred into a company. The Company subsequently obtained charitable status on the 11th of June 1998.

**Company Development**

|  |  |
| --- | --- |
| 1987 | Established as Barton Hill Asian Women’s Group for Young Mums Project (Young Mums Project ceased April 2008) |
| 1988 | Elderly Project – Women’s |
| 1989 | Youth Project - Girls (ceased April 2008) |
| 1993 | Sitting Service Project – Bristol |
| 1994 | The Holiday Play Scheme (ceased 2006) |
| 1997 | Outreach Support Project (ceased 2000) |
| 1999 | Sitting Service Project – South Gloucestershire |
| 2000 | Carers Support Project (limited service from April 2008) |
| 2001 | Asian Children and Youth Liaison Service (ceased from April 2008) |
| 2004 | Volunteer Support Project (ceased 2007) |
| 2006 | Youth Project – Boys (ceased from April 2009) |
| 2008 | Elderly Project – Men’s (started Oct 2008) |
| 2009 | Domiciliary Care Service |

1. VALUES, AIMS AND OBJECTIVES

**Mission Statement**

Dhek Bhal is a voluntary organisation that works and campaigns with and for South Asian people to promote their health and social well being in Bristol and South Gloucestershire.

**Values**

The Company believes that everyone in the South Asian Community;

* has rights and responsibilities and is entitled to dignity and respect;
* has the right to quality services to meet individual needs;
* has the right to opportunities which will promote individual development;
* has the right to information;
* has the right to make choices;
* should be able to contribute to the development of services directly or through a representative, family member or advocate.

**Aims and Objectives**

The Company objective is to provide a range of quality services including;

* respite breaks for carers who provide regular and substantial care to their elderly or disabled relatives through a sitting service;
* personal care and home care support through domiciliary care service;
* a daycentre service for frail and disabled elderly women aged 55 meeting twice weekly;
* a daycentre service for frail and disabled elderly men aged 55 meeting twice monthly;
* to develop new projects and services, either as an organisation or in partnership with others;
* to manage our operations including fundraising and finance in the most effective manner;
* to advise and provide advocacy support for people who experience language difficulties;
* family daytrips outside Bristol.

**Monitoring and Evaluation**

The Companywill monitor users of its various services and undertake evaluation to ensure that we know who is using our services and how well the services are meeting needs. Monitoring will be used to identify where services need to be adapted or developed to meet the needs of our users.

**Dealing with Complaints**

Service users are fully consulted on all aspects of the Company’s service provision. This consultation process is through the mediums of open meetings, questionnaires, interviews and the Users Comments and Complaint procedure, if appropriate.

All complaints are treated seriously and dealt with in accordance with the Company User Comments and Complaints Procedure. All users are issued with a copy of this procedure.

**Public Relations**

Employees should be aware that the quality of their work is key to the Company’s success and growth in an ever increasing competitive environment. The Company is committed to strengthening its identity and developing a pro-active coherent and positive media image. This means that we actively seek opportunities to get a clear and effective message across to all our target audiences, service users, their families, Carers, funders, professionals working in the field, donors, potential donors and the general public.

The responsibility for developing and co-ordinating this work lies with the Chief Executive. However all employees and volunteers are encouraged to highlight opportunities to their Line managers

1. GOVERNMENT, MANAGEMENT AND STRUCTURE

**Members of the Association**

Dhek Bhal is a membership organisation. Its members meet at an Annual General Meeting (AGM) to elect a Board of Trustees to represent member’s views and govern the work of the Company.

**The Board of Trustees**

The Board of Trustees are an elected body and is the ultimate governing body of the Company. All major decisions about policy, direction and structure of the Company must be approved by the Trustees. The Trustees meet regularly to discuss issues of major importance under the leadership of the Chairperson.

Trustees of the Charity are personally responsible to the Charity Commission to ensure that, amongst other things, the Company spends its money to benefit people of the South Asian Community.

**The Chief Executive**

The Chief Executive is personally responsible to the Board of Trustees. All paid and unpaid Employees are responsible, via their Project Heads, to the Chief Executive. The Company’s first and present Chief Executive is Zehra Haq.

**General Management**

This department comprises the Company’s Chief Executive, Finance Manager, Personnel/Administration Manager, Project Managers and Admin Support Workers.

**Elderly Day care Services**

Women only – Mondays and Tuesdays each week

Men only – 1st and 3rd Wednesday of each month

**Sitting & Domiciliary Care Services**

Sitting & Domiciliary Care Service operations are responsible for direct services in the home of service users in Bristol & South Gloucestershire.

**Finance**

The Finance department is responsible for ensuring that all Company money is properly accounted for and that the grants and income are properly collected. They are also responsible for paying bills, issuing invoices, salaries for all Company Employees and for managing the Annual Budget.

**Service User Involvement**

Company service users are involved in all aspects of the organisation and its management where appropriate. They are actively encouraged to serve on the Board of Trustees and to represent the organisation at all levels.

An Annual Report and Trustees Report are published and distributed every year, with information on our services.

1. CONDITIONS OF EMPLOYMENT
   1. Contract of Employment
      1. Permanent Employees are entitled to receive a contract of employment which summarises the entire agreement between the Company and the Employee. Contracts are normally issued during the first 8 weeks of employment. The Company reserves the right to issue an offer letter at an earlier date.
      2. Casual Workers will be issued with a zero hour contract of employment or a fixed-term contract once they have completed the recruitment process and have satisfied the criteria for employment with the Company. This type of contract allows for flexibility on both sides. However, in order to provide an efficient and responsive service, once a Casual Worker has accepted work they will be expected to complete it in the timescales allocated to the service user. Failure to deliver service in accordance with assignments that have been accepted will be considered a serious breach of contract and the Casual Worker will not be offered any further work.
   2. Criminal Records Checks
      1. To comply with the law the Company will use the Disclosure Barring Services Check (formerly Criminal Records Bureau Disclosure Services) to obtain information, to enable the Company to assess the suitability of applicants for employment in position of trust.
      2. The Company will comply fully with the Disclosure Barring Services Check’s code of practice and not discriminate unfairly against any subject of a Disclosure Barring Services Check disclosure on the basis of conviction or other information revealed. Having a criminal record will not necessarily bar an applicant from working for the Company as the nature of a disclosed conviction and its relevance to the post in question will be considered first.
      3. The Company will comply with the Disclosure Barring Services Check’s code regarding the source storage, handling, use, retention and disposal of Disclosure Barring Services Check disclosures and disclosure information and with its obligations under the **Data Protection Act 1998.**
      4. Employees are further required to inform the Company immediately should they be subject to criminal investigation, charged with or convicted of any criminal offence whether the matter related to circumstances during or outside working hours.
      5. Checks are consistently carried out before employment commences and every 3 years thereafter.
      6. It is Company policy that all new Employees pay a £60 deposit towards their Disclosure Barring Services Check. This is to be paid at their induction with the Personnel and Administration Manager and then will be returned to them after 6 months, if they are still actively working for Dhek Bhal and have successfully completed their probation, the Company will return the £60 deposit.
      7. If an Employee’s offer of employment is not withdrawn after receipt of references and satisfactory Disclosure Barring Services Check they will be employed subject to 6 months probation.
   3. Copyright
      1. The copyright on all materials Employees produce in the course of employment is owned by the Company if;

* It is produced as a result of the Employee’s work with the Company, service users, beneficiaries or other clients,
* It is produced during working hours contracted by the Company, or using materials/equipment owned or leased by the Company, or
* It is produced in any way consistent with the Employee’s role within the Company.
  + 1. All materials produced for external publication must be authorised by the Chief Executive
  1. Hours of Work
     1. The Working Time Regulations 1998 which implement, in the UK, the European Working Time Directive have been effective from 1 October 1998. This legislation applies to most staff including temporary and freelance workers and sets out regulations relating to maximum work hours, rest breaks and annual leave arrangements.
     2. Individual hours of work are detailed in each Employee’s contract of employment.
     3. Full time office Employees are required to work a 37 hour week Monday to Friday. Normal office working hours are 9.00am to 5.30pm Monday to Thursday and 9.00am to 5.00pm on Friday.
     4. Employees are entitled to a 60 minute unpaid lunch break when a seven hour day is worked. A minimum break of 30 minutes must be taken when a six hour day is worked.
     5. Employees are only allowed to work at home for a legitimate reason and only with prior authority from their Manager.
     6. Regular variations to these hours must be agreed with the Project Manager and the Chief Executive.
     7. Permanent hours for Care Workers are reviewed and fixed from 1st April to 31st March each year. Working hours will be flexible but agreed with the Manager and can be any time Monday to Sunday in order to meet the needs of the families receiving help from the Service. Additional hours worked are paid through time sheets a month in arrears and are paid at an hourly rate.
     8. For the avoidance of doubt the term Care Worker means ‘Sitter’, ‘Domiciliary Care Worker’ and ‘Day Centre Staff’.
     9. Under normal circumstances there is no money available for payment of hours worked in excess of a 37 hour week. Employees are therefore entitled to take time off in lieu (TOIL) for any hours worked in excess of a 37 hour week. Hours worked in excess of contractual hours must be by prior arrangement with the Line Manager and recorded.
     10. In posts where it is not possible to take TOIL and additional hours are required, payment will be made at the appropriate rate. Timesheets must be used to record all additional hours worked. Timesheets to be signed and authorised by the manager before being passed to Finance for payment.
     11. TOIL must be taken within 30 days of accrual, at a time mutually agreed with the Line Manager.
     12. In exceptional circumstances, the Chief Executive may agree payment instead of TOIL. Timesheets must be used to record all excess hours. They must be submitted to a Manager for authorisation by the end of each month. The Manager will then forward them to Finance for payment the following month.
     13. The entitlement for Employees accompanying service users for day trips and short holiday breaks to be agreed with the Chief Executive,are as follows;

Full-time Employees are entitled to take TOIL for the excess hours.Part-time Employees are paid up to the maximum of full-time hours.

* + 1. Employees must ensure that they take appropriate rest breaks when working additional hours and should sign a Working Time Opt Out Agreement should they work over 48 hours in any one week.
  1. Salary
     1. The weekend rate is time and a third for Care Workers.
     2. Bank/ Statutory Holiday rate is double time for the pro-rata entitlement for contract staff. See 9.9 for further details.
  2. Advance on Salary
     1. New Employee’s who cannot be paid through the computer payroll in their first month are entitled to an advance on salary paid by cheque. The amount of the advance is normally equal to 75% of pay for work done by the end of the month.
     2. If Employees require a salary advance they must sign an advance form, giving authority for the advance to be deducted from their next month’s salary.
     3. Salary advances are not available to existing Employees.
  3. Loans
     1. There are no loans available from the Company save for those noted in 6.6.
  4. Deduction from Pay
     1. The Company reserves the right to make deductions from Employees salary in respect of;
* An overpayment made as a result of an administrative error on the part of the Company.
* Fraudulent or inaccurate information supplied by the Employee.
* Unauthorised absence from work.
* Not attending training organised by Dhek Bhal without giving 1 weeks notice.
  + 1. Deductions from pay will only be made after an investigation of the circumstances.
    2. When the Company intend to make such deductions the Employee will be informed in advance and will be invited to make any representation that they may wish about the matter, including the frequency and the amount of deductions.
    3. In addition the Company may have to make deductions from Employees salary in a number of other instances, such as overpayment of holiday, court orders, repayment of student loans and over payment of holiday and Sick Pay.
  1. Date and Method of Payment
     1. Employees will be paid directly to their nominated bank or building society account, in arrears, by the last working day of the month. Salary credits made to ordinary bank current accounts will be cleared for withdrawal by the last working day of the month and it will be made sure that credits to a building society account, which take extra time, will be cleared by the last working day of the month.
     2. If an Employee changes their bank or building society account, they should let the Finance Manager know as soon as possible so that their salary can be credited to their new account.
     3. Employees should not close their old bank or building society account before giving the new details to the Finance Manager. If an Employee does not notify the Company in time it may be too late to prevent their salary going into their old account. Failure by an Employee to notify of a change to their account details could mean that their salary is not credited to their account and is temporarily returned to the Company. The Company cannot be held responsible for money paid in good faith into an Employees account which is not returned to the Company. The Employee must resolve the situation with their bank or building society.
  2. Salary Queries
     1. If an Employee thinks there is an error on their payslip, they should first speak to their Line Manager who will refer the matter to the Finance Officer.
     2. It is not the Company’s responsibility to ensure that Employees have the correct National Insurance number and Tax Code. The Finance Officer can usually explain why more or less tax has been deducted but detailed advice should be obtained directly from the Tax Office.
     3. The Company’s Tax office is the Inland Revenue, Bristol & North Somerset Area, Weston-super-Mare Office, Parkside, Grove Road, W-s-M, Somerset BS23 2AJ. The telephone number is 01202 585001. Employees must quote the Company Reference Number (034/4856) and their National Insurance Number in any correspondence and on the telephone.
  3. Pensions
     1. The Company offers access to a stakeholder pension scheme with contributions made by the Company; Employees should contact the Personnel/Admin Manager for further information.
  4. Incremental Rise
     1. Any Incremental Rise is discretionary unless stated otherwise in an Employees contract of employment.
     2. There are two incremental rises:
* The cost of living rise where the Company will pay the same rate of incremental which Bristol City Council pays its employees. Normally this is paid on the 1st April.
* The Company has the sole discretion to award an Employee an incremental progression along the Company pay scale. Progression is related to the successful completion of targets and objectives agreed during Employee appraisals. Failure to achieve objectives will result in an Employee maintaining the same point until their next appraisal and the action necessary to obtain the incremental rise will be explained and agreed. Should an Employee disagree with the process they may appeal the decision using the Grievance Procedure. For the avoidance of doubt appraisals take place once a year in April.
  1. Employees Appraisal
     1. All Employees are entitled to an appraisal of their work. Appraisals must occur at least annually and must;
* Review past work
* Discuss current projects
* Plan future objectives
* Plan for Development
  + 1. Periodic review of an Employees annual appraisal performance will be reviewed during their supervision.
    2. The full Appraisal Policy is available on request.
  1. Career Development and Training
     1. The Company have made a commitment to training and development for every member of staff. It follows that the Company also wishes to encourage internal promotion. Selection of internal candidates is based on fulfilling the person specification criteria. Failing to attend trainings mandatory to the role without giving 1 weeks prior notice will incur a penalty charge.
  2. Trade Union Membership
     1. All Employees have the right to join a Trade Union and to take part in its activities, or not to belong to a Trade Union.

Policy Status: Non Contractual

Application: All Employees

1. PROBATIONARY PERIODS

The principle purpose of any probationary period is to provide a developmental framework for new staff which allows Employees to demonstrate, through their performance, their suitability for a particular appointment.

* 1. General
     1. All staff employed by the Company must undertake a probationary period.
     2. The duration of the probationary period may be varied depending upon the level and responsibility of the post. Full details regarding the duration of probation periods are contained in individual Employees’ contracts of employment.
     3. Confirmation of appointment is dependent on satisfactory completion of the probationary period. During this period all staff must reach and maintain a satisfactory standard of performance, conduct, timekeeping and attendance, failure to do so may result in termination of the contract.
     4. The Company disciplinary procedure will not apply during the probationary period and nothing in this procedure shall preclude the confirmation or non-confirmation in post of an Employee at any stage during the probation period.
  2. Procedure
     1. Upon appointment, all staff will be notified of the period of probation and receive a copy of the procedure as part of their induction program.
     2. The Line Manager will establish and evaluate appropriate training and developmental objectives in conjunction with the Employee. Any aspects of conduct or performance which need improvement should be discussed, and the appropriate advice and assistance given to assist them to meet their objectives.
     3. The Employee’s progression will be addressed with them throughout the probationary period and informal probationary meetings may take place at any time to discuss any aspect of performance both below and above the standards expected. If necessary a formal review meeting may be held following which new objectives may be agreed upon.
     4. Assessment of performance and active support and development should be an ongoing process throughout the probationary period (and beyond) and not just undertaken at the formal review stages. A Final Probation Review Meeting should be held prior to the end of the probationary period at which the Employee’s work record as a whole will be assessed.
  3. Assessment
     1. Attention will be given in particular to patterns indicating that there will be sustained development within the role. The assessment will focus on three key areas:
* **Performance** – Employees will be assessed on their ability to achieve the specified objectives, agreed upon appointment
* **Conduct** - Employees must be made aware of the rules of the Company as part of the induction process. Any breaches will be taken into account when probation is being assessed. Here the assessment will also look at the Employee’s general attitude and commitment to the role
* **Attendance** - Poor time-keeping, absence and unauthorised absence will be taken into account. The reasons for any periods of ill health absence will be carefully considered.
  + 1. A decision on confirmation of appointment will normally be made following the Final Probation Review. The post-holder will be notified, in writing, of the outcome of probation, at or shortly before, the end of the probation period.
    2. There are three possible outcomes;

1. Confirmation in Post - to merit confirmation of appointment, the post-holder’s performance over the Probation Period as a whole must indicate that there will be sustained successful performance.
2. Failing to Meet the Required Standard - if a new staff member’s conduct, performance, timekeeping or attendance during the probationary period is not satisfactory, the appointment may be terminated in accordance with the notice provisions of their contract.
3. Extension of the probationary Period - an extension of the probationary period for a defined period may be made if there is a reasonable prospect that, given further time, confirmation of appointment will follow. The extension will be confirmed in writing with a clear statement of the period of the extension and the procedures to be followed. New objectives should be set if required and the Company should look at additional support mechanisms for the Employee.
   * 1. Timescales for extensions will vary according to the individual case however they would normally not exceed a further 4 weeks with a further review to be held 2 weeks prior to the end of the extended probationary period. The Company will provide no further extension period. Should any element of the Employee’s performance, conduct, timekeeping or attendance remain unsatisfactory the employment will be terminated in accordance with the notice provisions of their contract.
   1. Miscellaneous

* Notwithstanding the above the Company reserves the right to terminate an Employee in accordance with the notice provisions of their contract at any time within the probationary period.
* During the Probationary Period, Employees are required to give 1 week’s notice in writing to the Company to terminate this employment.
* This procedure is not contractual and its operation will be periodically reviewed. Staff will be advised on any amendment and the date from which it takes effect.
* Any timescales/timeframes provided may be subject to change dependent on the operational needs of the business and the individual circumstances.

Policy Status: Non Contractual

Application: All Employees

1. SECONDARY EMPLOYMENT POLICY

The Company recognises that from time to time Employees may seek to take up separate employment with another Company or pursue outside business interests whilst still remaining in the Company’s employ. Although the Company has no desire to unreasonably restrict Employees’ external activities, we must seek to protect our own interests and those of all our Employees. To this end, our policy is that Employees will not be permitted to undertake business activities or other work where the Company considers that this is incompatible with Company interests and, in any event, unless they have obtained the prior authorisation of the Board of Trustees.

* 1. Procedure
     1. When seeking authorisation Employees will be asked to provide full written details of the proposed work and should give specific consideration of the following areas:
* Competition: is the secondary work in competition with the Company?
* Working hours: are they proposing to conduct the other employment entirely outside of their contractual hours of work, or is there likely to be some overlap?
* Health, safety and welfare: is the proposal to carry out work which is inherently hazardous and where the risk of injury is high (should they become injured or fall sick as a result of other work their sick pay entitlement may be affected) and;
* Is the extra work likely to cause undue fatigue, stress, etc which will affect job performance with the Company?
  + 1. If, after investigation, the Company considers that the proposed activities are incompatible with the Employee’s obligations to us, permission will be refused. This will be notified to them in writing detailing the reasons for refusal.
    2. Where the proposed work does not significantly affect their employment with the Company, permission will be given. Employees should be aware that any material changes to the circumstances of their secondary employment must be brought to the Company’s attention.

Policy Status: Non Contractual

Application: All Employees

1. ANNUAL LEAVE

This procedure is designed to provide a framework for the utilisation of annual leave. The aim of this Policy is to provide a uniform and equitable approach to the calculation of and approval of annual leave for all Employees.

* 1. General
     1. The holiday year runs from 1st April to 31st March.
     2. Employee’s holiday entitlement will be specified in their contract of employment.
     3. Any regular additional hours worked will also accrue leave entitlement, which will be paid in lieu every 6 months. (April – September hours to be paid in November salary and October – March hours to be paid in May salary)
     4. Part-time Employees’ annual holiday is calculated pro rata according to the number of days/hours they work in proportion to the Company’s normal working days/hours.
     5. Casual workers are entitled to holiday on a pro-rata basis and will be paid in lieu either at the end of their short-term work placement or if they work longer term after every 6 months (see 9.1.3 for details).
     6. Leave entitlement is split: ½ to be taken in the first 6 months (Apr-Sep) and ½ to be taken in the second 6 months (Oct-Mar).
     7. Wherever possible, and subject to 9.1.6, Employees should be able to take their annual holiday entitlement as and when they wish subject to giving reasonable notice and the need to ensure sufficient cover to meet operational requirements.
     8. Holiday requests that would entail more than two weeks' continuous absence from work (including statutory holidays) should be considered as exceptional and the Employee will be required to make a written request to the Chief Executive with details of dates and reasons for the leave. The Chief Executive will discuss with the Manager before authorising.
     9. Where two people provide cover in the same area, absence of both at the same time will not normally be permitted.
     10. Employees should not commit to holidays until the leave has been authorised by their Manager.
     11. It is up to the individual to ensure that their annual leave is planned throughout the leave year in consultation with the team and in agreement with their Line Manager.
  2. Holiday Applications
     1. Employees must obtain the authorisation of their line manager prior to taking annual leave. Failure to comply will be considered as unauthorised leave.
     2. Requests for holiday should be made on a standard holiday form. Requests for half days should be shown as a separate line on the standard holiday form.
     3. Holiday requests must be submitted and agreed a minimum of 4-6 weeks prior to the date on which they are due to commence. If leave of 2 weeks or more is required then requests MUST be submitted a minimum of 2 months in advance.
     4. Where short notice is given, it may prove to be more difficult for a Line Manager to accommodate a leave request.
     5. The Company reserves the right to refuse an application where a request is made on short notice or the days requested are not compatible with the needs of the business.
     6. If the Company is unable to approve a request for holiday, the Line Manager will explain the reasons behind the decision (e.g. business / operational reasons, lack of cover for the team) and discuss any alternative options with the Employee.
     7. Once the annual leave request has been approved and recorded, the Employee must record this on the annual leave form given to them at the beginning of the leave year.
  3. Duration of Holiday
     1. Holidays will normally only be allowed for a minimum of one day and a maximum of twenty one working days. Any longer is at the discretion of the Chief Executive.
     2. Half-day holidays are allowed at the discretion of the Line Manager.
     3. The Company recommends at least one break of 5 working days should be taken within the holiday year. This applies to full-time and part-time staff. Part-time staff can include non-working days within the five-day period.
  4. Cancelling Holiday or Sickness During Annual Leave
     1. Holiday cancellations prior to leave being taken should be made on holiday forms and submitted to the Employee's Line Manager.
     2. If sickness occurs during annual leave, and the Employee wishes their annual leave to be recorded as sickness, they must:
* Follow the normal absence reporting procedures as detailed below (this applies to all Employees regardless of whether they are in the UK or abroad).
* Supply a doctor’s medical certificate with their self certificate to their Line Manager upon their return from holiday regardless of the length of sickness (Employee’s will not be able to self certificate in the circumstances).
* If abroad a UK fit note should be obtained on return to the country.
  + 1. In the absence of a correctly completed medical certificate or a failure to report the sickness at the time the period of absence will continue to be recorded as annual leave. Any costs associated with the production of a medical certificate must be met by the Employee.
    2. If the procedure above is adhered to the period of annual leave affected by sickness will be credited to the Employee, so that they can take the holiday at another time. Please note that special provisions also apply to sickness absence immediately preceding or following a period of annual leave.
    3. If an Employee does experience sickness whilst on annual leave they will be entitled to sick pay only for the days covered by a doctor’s certificate. These days will then not be counted as holiday leave.
  1. Carry Over
     1. Individuals are actively encouraged to take their full year’s annual leave entitlement in each holiday year. Any remaining annual leave at the end of the annual leave year-end will be forfeited (other than in exceptional circumstances). Unused leave will not be replaced with a payment in lieu except where employment is terminated, or in exceptional circumstances where authorised by the Chief Executive, whose decision is final.
  2. New Team Members
     1. The annual holiday for new team members is calculated on a pro-rata basis within the initial holiday year. New team members who join within the first seven days of a month will be entitled to include the full month in calculating their entitlement.
     2. New Employees will have to serve a qualifying period of 3 months before taking annual leave.
     3. If new Employees start work in January and do not take any annual leave they will be paid for their accrued entitlement.
  3. Annual Leave Upon Termination
     1. If the employment terminates part way through the holiday year:
* The Employee’s holiday entitlement will be assessed on a pro-rata basis up to the termination date only.
* Upon termination the Employee will be paid in lieu for any accrued but untaken holiday.
* Employee’s will be encouraged to take any unused holiday during their notice period and may be required to do so.
* The Company reserves the right to claim back from Employees annual leave that has been taken in excess of their accrued annual leave entitlement. Such a claim back will usually be done through a deduction made to the final salary payment.
  + 1. Employees are not entitled to holiday pay in respect of accrued untaken holiday which is above the statutory minimum on termination of employment in the following circumstances:
* dismissal without notice for gross misconduct or conduct that brings or may bring the Company into disrepute;
* leaving the Company without giving due notice;
* for any period of enforced leave of absence following notice (where the entitlement is deemed to have been taken during the period of enforced leave).
  1. Amendments to Hours/Leave Entitlements
     1. Employees who change their contracted hours during the leave year will require their annual leave and public holiday entitlement to be re-calculated. This will be calculated from the date of the change.
  2. Bank/Public holidays
     1. Bank/public holidays which fall on normal working days are in addition to holiday entitlement for full-time staff. There are usually 8 per calendar year, but this does vary. Employees who work on a part-time basis are entitled to bank and public holidays on a pro rata basis to reflect the number of hours per week which they normally work. This will be calculated at the beginning of the annual leave year and will be included within their annual leave entitlement.
     2. Where bank/public holidays fall on days on which an Employee normally works, such days will be taken from their total holiday entitlement.
     3. Contract Employees will be paid double time for contract hours worked on public holidays. They will be required to complete a timesheet for the contract hours worked. Any hours worked outside of the contract will be paid at normal pay rate.
     4. Casual workers will be paid normal pay for working on public holidays.
  3. Other Leave

**Religious Holidays**

* Time off for religious holidays will be taken against Employee’s annual paid leave entitlement.
* Employees wishing to temporarily change their working hours to observe religious rituals must make a written request to their Line Manager with dates and times of when the change is required and can only change their working hours if the Line Manager agrees.

**Compassionate Leave**

* Subject to Employee’s rights to time off to deal with a family emergency, if they suffer a bereavement or sudden serious illness of a close relative or someone in a close relationship, compassionate leave may be approved by the Chief Executive . Usually general on-going care for sick relatives or friends would be dealt with under annual leave.
* For the avoidance of doubt close relative will mean:- parent, grandparent, spouse/partner, child, sibling or significant other for whom the Employee cared for.
* Requests for compassionate leave will be considered on a case by case basis and the Chief Executive may, at their absolute discretion, grant paid leave in such circumstances subject to a maximum of 2 weeks (pro-rata) in any leave year.

**Unpaid Leave**

* This may be agreed entirely at the discretion of the Line Manager and may be withdrawn at any time.

**Jury Service Leave**

* Employees should tell their Line Manager as soon as they are summoned for jury service and provide a copy of their summons if requested. Depending on the demands of the Company, the Company may request that the Employee applies to defer or be excused from jury service.
* Employers are not required to pay Employees while they are absent on jury service. Employees will be advised at court of the expenses and loss of earnings that they can claim. However, the Company will pay basic pay to Employees who are doing jury service less any amounts they can claim from the Court for lost earnings. Employees must claim all sums for loss of earnings available. Depending on the dates of service and subsequent claims in the payroll month Employees agree to the deduction of any sums which have been overpaid to them in the following month.

**Study Leave**

* There is no study leave available.

Policy Status: Non Contractual

Application: All Employees

1. SICKNESS ABSENCE POLICY AND PROCEDURE

This policy and associated procedures are designed to provide a systematic framework for the management of sickness absence.

The Company’s sick pay scheme affords a measure of financial security to Employees when they are absent from work due to genuine sickness. All Employees will be expected to maintain high standards of attendance. Eligible Employees may receive a basic rate of pay during paid sick leave providing they qualify for benefits in accordance with the following rules.

For the avoidance of doubt the Company sick pay policy does not form part of the contract of employment and all payments are made at the discretion of the Company.

* 1. Definition of Absence
     1. Sickness absence is defined as a period of time away from the Company caused by illness, injury, physical/mental impairment or other form of incapacity, which means that the Employee is medically unfit for work. It does not cover the following situations:
* Illness or disablement of family members,
* Domestic problems (including child care issues),
* Transport difficulties,
* Absence as a result of a trade dispute,

(There may be other policies which deal with these issues).

* 1. Notification
     1. If Employees are taken ill or injured while at work they should report to their Line Manager to seek authority to leave work.
     2. If Employees cannot attend work because they are ill or injured they must telephone their Line Manager, as soon as they become aware that they will not be able to attend work, but in any event no later than 10am at the start of the first day that they are unable to attend, unless an emergency prevents them doing so.
     3. Unless there are exceptional circumstances contact from a third party, text messages or answer phone messages will not be considered satisfactory. Where the Manager is unable to take the call personally they will ring the Employee back as soon as is practicable.
     4. Employees must provide the following information:
* The nature of the illness.
* The expected length of their absence from work.
* Contact details.
* Any outstanding or urgent work that requires attention.
  + 1. Employees and their Manager must communicate regularly to discuss their progress during the sickness absence. Employees should expect to be contacted from time to time by their Manager in order to discuss their wellbeing, expected length of continued absence from work and any of their work that requires attention. Such contact is intended to provide reassurance and will be kept to a reasonable minimum.
    2. Given the need for regular contact Employees must notify the Company of the reason and duration of any period in which they would be unavailable to speak to the Company or attend a workplace meeting. This includes any periods of travel, prior to which they must provide the Company with full details and confirmation from their GP that the arrangements have been made in accordance with medical advice.
    3. Where Employees fail to contact the Company about their sickness absence for any period they may be subject to disciplinary action for both breaching this procedure and/or unauthorised absence.
    4. If Employees fail to report for work and have not telephoned their manager to explain the reason for their absence, the Company will try to contact them, by telephone and in writing if necessary. This cannot be treated as a substitute for reporting sickness absence.
  1. Evidence of Incapacity
     1. Employees returning to work after no more than 7 days (calendar days) sick absence must complete a self certification form and attend a return to work interview, on the day of their return.
     2. Where any period of absence through sickness or injury exceeds seven consecutive calendar days they must provide a medical certificate (Fit Note) no later than the eighth consecutive calendar day from the date the absence began.
     3. Employees must provide a medical statement from the first day of any sickness absence where any such absence immediately precedes, follows or coincides with any:
* period of annual or statutory leave (further details of holidays and sickness can be found above),
* period for which a request for annual leave had previously been declined,
* Company social event,
* disciplinary procedure instigated in reference to them,
* training,
* major sporting or other national event,
* any prearranged work, deadline or meeting.
  + 1. Where a period of absence is continuing Employees must ensure a valid medical certificate is in place and with the Company no later than the first working day following the expiration of the preceding certificate.
    2. If a GP provides a certificate stating that the Employee "may be fit for work" their Manager should be informed immediately. The Company will discuss with Employees any additional measures that may be needed to facilitate their return to work, taking account of the doctor's advice. If appropriate measures cannot be taken, Employees will remain on sick leave and a date to review the situation will be set.
    3. When Employees are hospitalised, the hospital will provide certificates confirming that they are expected to be an inpatient for a certain period of time. Such certificates should be submitted to the Manager in the normal way.
    4. The Company retains the right to require Employees at any point during their absence to: produce a medical certificate, undergo a medical examination or to attend a consultation meeting with the Company at a mutually convenient location (where appropriate).
  1. Sick Pay
     1. Sick pay will not be paid to Employees and disciplinary action may be instigated for those Employees who do not:
* comply with the notification procedure set out in this Policy,
* provide a medicate certificate (Fit Note) at the appropriate time or upon request.
  1. Eligibility
     1. Most Employees will qualify for SSP when they are off work ill with the exception of Employees who:
* Have not been absent from work for four or more consecutive days generally known as a period of incapacity for work (PIW);
* Earn less than the Lower Earnings Limit (LEL) for National Insurance contributions in the relevant period prior to being off work;
* Have not done any work for the Company (that is they reported sick on their first day without attending the workplace);
* Are taking part in trade union action;
* Are in legal custody;
* Have been receiving Incapacity Benefit in the eight weeks prior to their illness.
  1. Amount of Sick Pay
     1. Statutory Sick Pay is not payable for the first three qualifying days in any period of incapacity for work.
     2. Statutory Sick Pay will be paid from the fourth day of absence at the current applicable rate for a period of up to 28 weeks from any one period of incapacity for work or any multiple linked periods of incapacity.
     3. Payment of Company Sick Pay is at the discretion of the Company.
     4. Payments of Company Sick Pay are based on the following guidelines – subject to the approval of the appropriate Manager on a case by case basis.

|  |  |  |
| --- | --- | --- |
| **Duration of Employment** | **Period of Full Pay** | **Period of Half Pay** |
| 0 – 3 months | 0 weeks | 0 weeks |
| 4 – 6 months | 1 week | 1 week |
| 7 months – 2 years | 2 weeks | 2 weeks |
| 3 years | 3 weeks | 3 weeks |
| 4 years plus | 4 weeks | 4 weeks |

* + 1. All of the above payments will be made inclusive of any Statutory Sick Pay (SSP) to which Employees may be entitled.
    2. Duration of Employment for the purposes of Company Sick Pay is determined by the Employee’s length of continuous service on the day on which the absence starts.
    3. If during a period of sickness a new level of entitlement is triggered by the length of service, this will not be applied until the Employee has returned to work and a new period of sickness occurs.
    4. If sickness absence is caused by actionable negligence of a third party in respect of which damages are recoverable, then any sums paid shall constitute loans to the Employee.
    5. When an Employee makes a claim, it should include a claim for loss of earnings. Employees are required to ensure that any sick claim takes account of this clause and that action is taken to minimise the loss to the Company.
    6. The Employee should notify the Company of any claim, settlement or judgement made in relation to the sick period, and reimburse the Company for such sums advanced to the Employee for the sick period.
    7. Absence from work due to an injury sustained at work may be paid in excess of normal sickness entitlement at the discretion of the Chief Executive. Payment of additional sick pay does not imply that the Company accepts responsibility for any injury.
    8. The Company reserves the right on following any applicable statutory procedure to terminate this employment upon the required notice on incapacity grounds at any stage during or after the sick pay period.
  1. Removal of the Right to Self-Certification/Suspension from the Company’s Sick Pay Scheme
     1. The right for an Employee to receive sick pay or to self certify their absence will be lost in the following circumstances;
* Payment of Company sick pay may be withheld if an individual fails to provide proper certification for an absence or equally, if an individual fails to adhere to the correct absence notification procedure.
* Company sick pay may be withdrawn from an Employee who upon request by the Company unreasonably refuses to undergo a medical examination by a medical professional (nominated by the Company) or attend a consultation meeting with the Company at a mutually convenient location.
* When an Employee has exhausted their entitlement to company sick pay in any rolling 12 months period they will not be entitled to receive further company sick pay during the 12 months thereafter.
* When an Employee has tendered their resignation or been dismissed they will not qualify for sick pay other than SSP during their notice period.
* Employees who incur three or more absences within a sick year for three consecutive years will be excluded from the current sick pay scheme for 12 months and will receive SSP. The right to self certification will also be withdrawn for the period.
* Employees who have been issued with a written warning or more serious penalties under the Company’s disciplinary procedure, as a consequence of sickness absence, will not be entitled to sick pay for the duration of the disciplinary penalty. If the Employee takes further sick leave during the period of the disciplinary penalty they will not be entitled to sick pay for a further 12 months.
* The Company at all times reserves the right to exercise its absolute discretion to withhold sick pay from an Employee when it considers that their sickness should not make them incapable of attending work or where the Employee has a record of irregular attendance or frequent absence for minor illnesses, or has unacceptable pattern absence.
* An Employee who receives a warning for not properly notifying the Company of their sick absence will not be entitled to sick pay or to self certify their sick absence for a period of 12 months thereafter.
* In all cases the Company’s discretion will always apply and every individual will be treated reasonably and fairly.
  1. Persistent or Intermittent Unrelated Absence
     1. In order to maintain and demonstrate a consistent approach it is important that all Employees are subject to the same process, regardless of whether the same action is taken in each case.
     2. After Employees return to work after any period of sick leave their Line Manager should wherever possible meet with them to discuss their absence, their return to work and any relevant updates. This is an opportunity to discuss any workplace matters and is intended to be a supportive meeting, to assist Employees back to work after a period away.
     3. Persistent or intermittent absence procedures are separate from back to work meetings and may be triggered where:
* The Employee has been off work for 2 separate episodes of sickness absence with unrelated ailments in a six month period
* The Employee has had a total of 10 working days or more sickness absence in a rolling 12 month period.
* A pattern of unrelated sickness absence episodes have been identified e.g. sickness episodes occurring on Mondays or Fridays.
  + 1. Where any of the above apply the Employee’s Line Manager will invite them to attend an Informal Absence Review meeting, the Employee will be afforded the right to be accompanied to this meeting by a fellow work colleague or a trade union representative.
    2. The Employee must take all reasonable steps to attend a meeting. Failure to do so without good reason may be treated as misconduct.
    3. The Informal Absence Review is an opportunity to review the Employee’s sickness record and is intended to be a supportive meeting, to establish if there is any underlying cause responsible for the absence and to assist them in improving their attendance.
    4. The details of the meeting will be confirmed to the Employee in writing, including what improvement in attendance is expected and the likely consequences if this improvement does not occur. Persistent problems may result in disciplinary action.
    5. The Company would normally set a 6 month period for improvement within which further periods of absence may trigger formal disciplinary action and could lead to a verbal warning.
    6. Once the formal disciplinary procedure has been commenced further absences may result in a written warning, final written warning and ultimately dismissal.
    7. If, at any time, the Employee’s Line Manager considers that they have taken or they are taking sickness absence when they are not unwell or that they have supplied any false information in respect of a period of sickness absence, they may refer matters to be dealt with under the Company Disciplinary Procedure.
  1. Long-term Sickness Absence
     1. The Company is committed to helping members of staff return to work from long-term sickness absence.
     2. As part of our sickness absence meetings procedure, we will, where appropriate and possible, support returns to work and where necessary:
* obtain medical advice;
* consider what reasonable adjustments could be made in the workplace, working practices and working hours to help Employees should the absence be disability related;
* considering redeployment; and/or
* agreeing a return to work programme with everyone affected.
  + 1. Where any absence is ongoing the Employee’s Line Manager will invite them to attend a Sickness Absence Review meeting, Employees will be afforded the right to be accompanied to this meeting by a fellow work colleague or a trade union representative.
    2. The purposes of any meeting(s) may include:
* Discussing the reasons for and impact of the ongoing absence.
* Discussing how long the absence is likely to last.
* Considering the medical advice that has been given and whether further advice is required.
* To consider any further matters that Employee’s may wish to raise.
* Considering the Employee’s ability to return to/remain in their job in view both of their capabilities, the business needs and any adjustments that can reasonably be made (where required).
* Considering possible redeployment opportunities and whether any adjustments can reasonably be made to assist in redeploying Employees (where required).
* Where they are able to return from long-term sick leave agreeing a return to work programme (where required).
* Agreeing a way forward, action that will be taken and a time-scale for review and/or a further meeting(s). This may, depending on steps the Company have already taken, include a warning that the Employee may be at risk of dismissal.
  1. Disabilities
     1. The Company is aware that sickness absence may result from a disability. At each stage of any sickness absence procedure, particular consideration will be given to whether there are reasonable adjustments that could be made to the requirements of a job or other aspects of working arrangements that will provide support at work and/or assist a return to work.
     2. If the Employee considers that they are affected by a disability or any medical condition which affects their ability to undertake their work, they should inform their Line Manager.
  2. Attendance Record
     1. Where an Employee’s attendance record is significantly worse than those of comparable Employees, or where the sickness absence creates a particular operational difficulty, or where it has gone on for a considerable length of time, the company reserves the right to;
* Require the Employee at any point during their absence to; produce a medical certificate, undergo medical examination or to attend a consultation meeting with the Company at a mutually convenient location (where appropriate).
* Seek the employee’s consent to a medical report from their own GP under the Access to Medical Records Act or refer the Employee to an occupational health specialist.
* To make decisions about any possible disciplinary sanction or dismissal on capability grounds based on the available evidence should an Employee withhold their consent to any medical report or referral.
  + 1. Further the Company will endeavour to:
* Take into account the requirements of the Disability Discrimination Act 1995 (as amended); when making decisions that affect someone who may be disabled as defined by the act.
* Ensure fair treatment for all by the operation of a consistent procedure.
* Identify the reason for the absence(s) the prognosis and ensure that the Employee is aware that the absence is cause for concern and may be putting their continued employment with the company at risk.
* Agree a reasonable period of time over which the Employee’s attendance record should be reassessed and indicate what the next step will be if the Employee fails to reach the required standard of attendance.
* Consider what reasonable adjustments could be made in the workplace to help the Employee should the absence be disability related.
* Ensure that the Employee has received proper medical advice.
* Consult regularly with the Employee throughout the period of absence and in particular in relation to any medical report produced.
* Act reasonably in all the circumstances.

Policy Status: Non Contractual (Some sections may be reflected in individual contracts)

Application: All Employees, Applicable Casual Staff (not entitled to Company Sick Pay)

1. ADVERSE WEATHER POLICY

The Company recognises that there may be occasions when weather conditions are so severe that some Employees will either be prevented from attending work, will be late or need to leave work early. This policy should be followed in such circumstances and aims to ensure that Employees who are unable to attend work, despite their best efforts are treated fairly and consistently.

* 1. General
     1. This policy should be considered on the affect the weather has on an individual and not just the type of weather itself. The following list contains examples of weather that may affect an individual Employee’s ability to attend work; however it is for guidance purposes only and not exhaustive:
* Storms, high winds and gales;
* Prolonged/heavy snowfall, blizzards;
* Ice and thick fog;
* Major/severe flooding; and or
* Prolonged/severe cold weather.
  + 1. All Employees are expected to anticipate problems arising due to adverse weather conditions and make every reasonable effort to report for work even when their normal transport arrangements have or may be disrupted.
    2. It is considered appropriate for staff to make alternative transport arrangements to ensure that they can attend each day. However, on no account should Employees place themselves at risk.
    3. Employees must not anticipate office closures based on third party announcements such as media broadcasts or rumours from colleagues.
    4. Please note where Employees are late to work or cannot attend because of adverse weather there is no automatic right to be paid for that period.
  1. Reporting Lateness to work and non-attendance at work
     1. If Employees anticipate being late or cannot reach work because of adverse weather conditions they must telephone their Manager as soon as possible under the usual reporting procedure, bringing issues relevant to that day’s work to their attention.
     2. Employees should continue to monitor the weather conditions during the day to see if they can attend work later, for example in the afternoon.
     3. If Employees are late for work or will be unable to attend work they may discuss with their Line Manager a number of options for minimising the impact on both the Employee and the Company. These may include:
* taking annual leave,
* taking unpaid leave,
* working any time back (without additional pay), and or
* working from home or other alternate location if appropriate.
  + 1. Employees should note that the use of these options remains at the sole discretion of the Company.
    2. Where normal dependent care arrangements break down at short notice e.g. school closures or unavailability of day care, unpaid leave may be requested under the dependant leave policy.
  1. Deterioration of weather whilst at work and closure of the workplace
     1. The Company will endeavour to obtain the best reports on weather conditions to enable them to reach a reasonable decision regarding allowing Employees to leave early.
     2. Should Employees request to leave the workplace early due to worsening weather conditions to allow for their safe journey home the decision will be at the discretion of the Chief Executive taking into account the need to maintain services and Employee safety.
     3. In circumstances where the Line Manager is satisfied that early release is justified, the Manager and the Employee must agree how the lost time shall be made up. The loss of time will be managed by giving consideration to use of the appropriate options detailed above in the first instance.
     4. Employees must not leave work early without such approval and arrangement for making up the lost time. To do so may constitute an unauthorised absence.

Policy Status: Non Contractual

Application: All Employees

1. MATERNITY POLICY

The aim of this policy document is to set out clearly the Company’s policy in respect of maternity leave and pay in order to ensure consistency of approach in line with employment legislation and the Company’s commitment to family-friendly policies and good employment practice.

* 1. General
     1. No member of staff should be treated less favourably because they are pregnant, absent on maternity leave or for any other reason connected with their pregnancy and the period immediately following the birth.
     2. Upon notification of pregnancy the Company will arrange a risk assessment to ensure the Employee’s working conditions are suitable.
     3. Pregnant Employees shall be entitled to time off during working hours to receive antenatal care.
     4. When returning from Ordinary Maternity Leave (OML) Employees will generally be entitled to return to the same job on the same terms and conditions as if they had not been absent.
     5. When returning from Additional Maternity Leave (AML) the Company will endeavour to return Employees to the same job unless this is not reasonably practicable, in which case they will, if practicable, be offered suitable and appropriate alternative work on comparable terms and conditions.
  2. Definitions

The definitions in this paragraph apply in this policy.

* Expected Week of Childbirth (EWC)**:** the week, starting on a Sunday, in which the Employee’s doctor or midwife expects them to give birth.
* Qualifying Week**:** the fifteenth week before the Expected Week of Childbirth.
* MAT B1: the certificate from the midwife or doctor that confirms the EWC.
* **Ordinary Maternity Leave** (OML): The first 26 weeks of any maternity leave period.
* **Additional Maternity Leave (AML):** The remaining 26 weeks of any maternity leave period commencing on the day after OML ends.
  1. Notification:
     1. The Company would encourage any Employee to inform us as soon as possible that they are pregnant. This is important as there may be health and safety considerations (see 6.4).
     2. In any event Employees must inform the Company before the end of the Qualifying Week, unless this is not reasonably practicable. Such notification should be in writing and contain:
* Confirmation of the Pregnancy
* Details the Expected Week of Childbirth (EWC) and
* The date on which they would like to start their maternity leave.
  + 1. Employees must also provide a MAT B1 from a doctor or midwife confirming the expected week of childbirth.
    2. Employees can vary the proposed start date for their maternity leave by providing written notification at least 28 days before the revised date.
    3. The Company will acknowledge that they have received the notification within 28 days and will confirm the start date of the Employee’s maternity leave and the end of additional maternity leave.
    4. Failure to comply with the notification requirements above may affect the Employee’s right to maternity leave, Statutory Maternity Pay (SMP) and any additional maternity related benefits.
  1. Health & Safety During Pregnancy
     1. The Company has a general duty to take care of the health and safety of all Employees. The Company is also required to carry out a risk assessment to assess the workplace risks to women who are pregnant, have given birth within the last six months or are still breastfeeding.
     2. The Company will inform Employees of any risks identified in the risk assessment, and any preventive and protective measures that have been or will be taken. Should their normal work duties expose a new or expectant mother to any health hazards the Company may take such steps as are necessary (for as long as they are necessary) to avoid those risks. This may involve:
* Changing working conditions or hours of work
* Offering suitable alternative work on terms and conditions that are the same or not substantially less favourable; or
* Suspending Employees from their duties, which may be on full pay unless they have unreasonably refused suitable alternative work.
  + 1. The risk assessment will be monitored and reviewed on a regular basis to ensure the Employee’s health and safety needs are being met.
  1. Time off for Antenatal Care
     1. Pregnant Employees are entitled to reasonable paid time off during working hours to attend ante-natal care appointments. Employees should give as much notice as possible of the appointment.
     2. Employee’s wishing to take such time off should give their Line Manager as much notice as possible of the times when they will be absent from work and try to arrange the appointments as near to the start or the end of the working day as possible.
     3. After their first appointment the Employee may be asked to produce an appointment card or some other documentation showing that an appointment has been made.
  2. Maternity leave and Commencement
     1. All Employees are entitled to up to 52 weeks' maternity leave which is divided into 26 weeks OML and 26 weeks AML irrespective of their length of service or the number of hours they work each week.
     2. Employees are not allowed to return to work for a period of two weeks from the date the child is born. This two week period will generally form the first two weeks of OML. This is a compulsory maternity leave period where by law working is prohibited.
     3. The earliest Employees can commence their maternity leave is 11 weeks before the ECW. Subject to the notification requirements above the Employee is free to specify a starting point for their maternity leave at any time after that date.
     4. Regardless of the date specified the Employee’s maternity leave will start automatically:
* if they are absent from work due to a pregnancy related illness any time after the start of the fourth week before the EWC (here the Employee’s maternity leave will start on the day after their first day of absence); or
* if the child is born before the specified start date (here the Employee’s maternity leave will start on the day after the child is born). In such circumstances Employees must – as soon as reasonably practical – notify the Company that they have given birth and the date their baby was born.
  1. Stillbirth and Ante-Natal Death
     1. In the tragic event of a miscarriage or stillbirth at 24 weeks or more into the pregnancy, the entitlement to full maternity leave and pay will be retained.
     2. A miscarriage before 24 weeks into the pregnancy will mean that the Employee will not have the right to maternity leave or SMP. Assuming that she is absent from work for a period of time following the miscarriage, she will, however, be entitled to statutory sick pay in line with her terms and conditions of employment.
     3. Where a live child is born early and lives for only a short period of time, the Employee will retain her full rights to maternity leave and SMP, irrespective of the timing of the birth.
  2. Maternity Pay
     1. Statutory maternity pay (SMP) is payable for up to 39 weeks. SMP will stop being payable where the Employee returns to work (with the exception of the keeping in touch provisions below). To qualify for SMP Employees must:
* have been continuously employed by the Company for at least 26 weeks at the end of the Qualifying Week and be still employed by the Company during that week;
* average weekly earnings during the eight weeks ending with the Qualifying Week (the Relevant Period) are not less than the lower earnings limit for the payment of National Insurance Contributions (NIC) set by the Government;
* still be pregnant at the 11th week before their EWC or have given birth before that date;
* have stopped working wholly or partly because of pregnancy;
* have given the Company proper notice of maternity absence (see above);
* have provided the Company with a doctor's or midwife's certificate (MAT B1 form) stating their Expected Week of Childbirth;
* be taking maternity leave.
  + 1. SMP is calculated as follows:
* First six weeks: SMP is paid at the Earnings-Related Rate of 90% of the Employee’s average weekly earnings calculated over the Relevant Period;
* Remaining 33 weeks: SMP is paid at the rate set by the Government for the relevant tax year, or the Earnings-Related Rate if this is lower.
  + 1. If there is no entitlement to SMP, there may be eligibility to Maternity Allowance (MA). MA is a social security benefit, which may be paid for up to 39 weeks during maternity leave.
  1. Payment method and deductions
     1. During maternity leave, salary will be paid in the usual way and at the usual intervals: PAYE and National Insurance will be deducted as will pension contributions, if appropriate.
     2. SMP accrues from the day on which the Employee commences their OML and thereafter at the end of each complete week of absence. SMP is calculated in weekly instalments and Employees cannot receive both SMP and basic pay within the same week.
  2. Terms and Conditions during Maternity Leave
     1. All contractual terms and benefits (except pay and wages), continue to accrue during periods of maternity leave. For both statutory and contractual purposes, continuity of employment is not broken by OML or AML.
     2. Annual leave
* When the Employee is off on maternity leave, their annual leave continues to accrue at their contractual rate, as does their entitlement to statutory bank holidays and additional days. This entitlement calculation will differ for each member of staff.
* Employees should use up their core holiday and bank holiday entitlement before they start OML or at the end of their leave period (where possible in the same holiday year) before returning to work.
* Any outstanding holiday for the year which the Employee cannot take before maternity leave starts must be taken within 12 months of the Employee’s return to work or it may be lost.
  + 1. Pension contributions
* Employees may, if they wish, opt not to make Employee contributions, into their stakeholder pension scheme whilst on maternity leave. Employees should contact their pension provider or line manager for more information.
  1. Redundancy
     1. In the rare event that the Employee’s post is affected by a redundancy situation occurring during a period of maternity leave, the Company shall write to inform Employees of any proposals and shall look to enter into consultation with them before any final decision is reached.
  2. Keeping in touch and KIT days:
     1. Shortly before the Employee’s maternity leave starts the Company will discuss with them the arrangements for covering their work and keeping in touch, should they wish to do so, during the leave. In any event the Company reserves the right to maintain reasonable contact with Employees from time to time during their maternity leave.
     2. Managers should ensure that during the maternity leave period individuals are kept informed about any changes at work, in particular if changes will affect the individual's job or career development.
     3. To support occasional training, or help keep in touch without losing SMP Employees can have up to 10 “Keeping In Touch” (KIT) days.
     4. Employees taking KIT days should be aware:
* they cannot be taken during the 2 weeks compulsory maternity leave;
* the decision to take a KIT day and when that KIT day will be taken, must be made; by agreement between the Employee and the Company;
* the KIT day will not bring the Employee’s maternity leave to an end;
* they can be taken in a block, one day at a time or several blocks of days;
* KIT days can be to carry out work Employees would normally perform, attend training or any other activity carried out for the purposes of keeping in touch with the workplace;
* Employees will be paid at their normal rate for each KIT day worked, without losing SMP. For those days maternity pay would be “topped up” to reflect the Employee’s normal daily rate (or hourly rate),
* if the Employee attends work for only a few hours as part of KIT day, this would count as one KIT day, but they would only be paid their normal rate for the hours in work.
  1. Expected Return Date
     1. Once the Company has been notified in writing of the Employee’s intention to take maternity (as above), they shall write to the Employee to inform them of their Expected Return Date based on the proposed start date. In doing so the Company will assume that Employees will take the full 52 weeks leave unless otherwise informed.
     2. If the start date has been varied (either on notice, or because maternity leave started early due to illness or premature childbirth) the Company shall write to the Employee with a revised Expected Return Date.
     3. Employees will be expected back to work on their Expected Return Date unless the Company is informed otherwise. The Company would encourage Employees to provide written confirmation that they will be returning as expected.
     4. Failure to return on the Expected Return Date (without prior agreement) will be regarded as unauthorised absence and may be treated as a disciplinary matter. This will not apply if the absence is due to illness and the sickness absence procedure has been correctly followed.
     5. Employees who do not intend to return to work, or are unsure, are encouraged to speak to the Company as early as possible. Employees not wishing to return must comply with the notice provisions within their contract of employment.
  2. Early Return and Transfer of Maternity Leave
     1. Should Employees wish to return before their Expected Return Date, they must provide the Company with 8 weeks’ prior written notification of their intention to return to work.
     2. If the required notice is not given, the Company may postpone the return date until eight weeks after the notice was provided, or to the Expected Return Date if sooner.
     3. If the Employee proposes to return to work early without using her full 52-week entitlement to maternity leave by giving proper notification of an early return in accordance with the rules set above, she may be eligible to transfer up to 26 weeks of her outstanding maternity leave (and outstanding SMP) to her spouse, civil partner or partner, or the father of her child, to be taken as additional paternity leave (and additional statutory paternity pay) on her return to work.
     4. Employees considering the Transfer of Maternity should note the following:
* The earliest that additional paternity leave may commence is 20 weeks after the date on which the Employee’s child is born and it must end no later than 12 months after the date of birth.
* The minimum period of additional paternity leave is two consecutive weeks and the maximum period is 26 weeks.
* The Employee must therefore have at least two weeks of her maternity leave that remains unexpired.
* The Employee’s spouse/partner’s Company may ask them to provide additional information and sign a declaration form to confirm eligibility.
  1. Rights Upon Return
     1. Employees will normally have the right to return to work to the same job, on the same terms and conditions of employment if they return at the end of OML.
     2. However, if Employees have taken any period of AML and it is not reasonably practicable for the Company to allow them to return into the same position, they may be given another suitable and appropriate job on terms and conditions that are no less favourable.
     3. The Company will consider seriously requests for a flexible return to work which might include a phased return, return to reduced working days/week and/or job share, provided this can be incorporated into the work needs of business.
     4. Employees should note that it is not an automatic right to return to work flexibly. Should Employees wish to apply for a more flexible working pattern, they must give the Company as much notice as possible. Applications made close to the Expected Return Date may not be processed in time for the Employee’s return. The procedure for dealing with such requests is set out in our Flexible Working Policy.

Policy Status: Non Contractual

Application: All Employees

1. ADOPTION LEAVE AND PAYMENT

The aim of this policy document is to set out clearly the Company’s policy in respect of adoption leave and pay in order to ensure consistency of approach in line with employment legislation and the Company’s commitment to family-friendly policies and good employment practice. The Policy has also been developed to provide Employees with guidance as to their entitlements and the procedure to follow for adoption leave.

* 1. General
     1. Adoption leave is the right to take paid leave when a child up to 18 years of age is newly placed with the Employee for adoption.
     2. No Employee will be treated less favourably, suffer detriment, or be dismissed because he or she requests, or takes, adoption leave.
     3. When returning from Ordinary Adoption Leave (OAL) Employees will generally be entitled to return to the same job on the same terms and conditions as if they had not been absent.
     4. When returning from Additional Adoption Leave (AAL) the Company will endeavour to return Employees to the same job unless this is not reasonably practicable, in which case they will, if practicable, be offered suitable and appropriate alternative work on comparable terms and conditions.
  2. Definitions
  3. The definitions in this paragraph apply in this policy:
* Expected Placement Date (EPD)**:** the date on which an adoption agency expects that it will place a child into the Employee’s care with a view to adoption.
* Qualifying Week**:** the week, starting on a Sunday, in which the Employee is notified in writing by an adoption agency of having been matched with a child.
* **Matching certificate**: confirms that the named person(s) has been matched with a child for adoption.
* **Ordinary Adoption Leave** (OAL): The first 26 weeks of any adoption leave period.
* **Additional Adoption Leave (AAL):** The remaining 26 weeks of any adoption leave period commencing on the day after OAL ends.
  1. Eligibility
     1. To qualify for adoption leave Employees will need to satisfy **all** the following conditions. Employees must:
* be newly matched with a child for adoption by an approved adoption agency;
* have worked continuously for the Company for 26 weeks leading into the week in which he or she is notified of being matched with a child for adoption;
* provide his or her Matching Certificate 28 days before he or she wishes the adoption leave to commence as evidence of adoption and their entitlement to adoption leave and pay);
* choose who should take adoption leave where adopting jointly with another parent.
  + 1. Employees will not be eligible for adoption leave and pay if the child is not newly matched for adoption, for example, a step-parent adopting their partner’s children.
  1. Notification
     1. In order to be entitled to take adoption leave Employees must inform the Company in writing of:
* the Expected Placement Date; and
* their intended start date for adoption leave (Intended Start Date).
  + 1. This notice should be given not more than seven days (or as soon as reasonably practicable) after the agency notified the Employee in writing that it has matched them with a child.
    2. Employees must at least 28 days before their Intended Start Date (or, if this is not possible, as soon as they reasonably can), also provide the Company with:
    3. A Matching Certificate from the adoption agency confirming:
* the agency's name and address;
* the date they were notified of the match; and
* the Expected Placement Date.
  + 1. Written confirmation that they intend to take statutory adoption leave and not statutory paternity leave.
    2. Those adopting from outside the UK may be asked for a copy of the Official Notification confirming both that the adoption has been approved by a relevant UK authority and evidence of the date the child arrived in Great Britain.
    3. Failure to comply with the notification requirements above may affect the Employee’s right to adoption leave, Statutory Adoption Pay (SAP) and any additional related benefits.
    4. Should Employees wish to change the date on which they want their leave to start they must give at least 28 days’ notice.
    5. The Company will acknowledge they have received the notification within 28 days and will confirm the start date of the Employee’s adoption leave and the end of additional adoption leave.
  1. Adoption Leave and Commencement:
     1. Provided Employees meet the eligibility requirements they are entitled to up to 52 weeks' adoption leave which is divided into 26 weeks OAL and 26 weeks AAL irrespective of their length of service or the number of hours they work each week.
     2. Eligible Employees can choose to start their leave on a fixed date which can be up to 14 days before the Expected Placement Date, or on the date of the child’s placement itself, but no later.
     3. Employees are only entitled to one period of leave even if more than one child is placed for adoption.
  2. Disrupted Adoption
     1. Adoption leave is disrupted if it has started but:
* The Employee receives further notification that the placement will not occur;
* the child is returned to the relevant agency after placement took effect; or
* the child dies after placement.
  + 1. In case of disruption entitlement to adoption leave and pay (if applicable) will continue for a further eight weeks from the end of the week in which disruption occurred, unless the Employee’s entitlement to leave and/or pay would have ended earlier in the normal course of events.
  1. Statutory Adoption Pay
     1. Statutory Adoption Pay (SAP) is payable for up to 39 weeks. SAP will stop being payable where the Employee returns to work (with the exception of the keeping in touch provisions at clause 12.12 below). To qualify for SMP Employees must:
* have been continuously employed by the Company for at least 26 weeks at the end of the Qualifying Week and be still employed by the Company during that week;
* average weekly earnings during the eight weeks ending with the Qualifying Week (the Relevant Period) are not less than the lower earnings limit for the payment of National Insurance Contributions (NIC) set by the Government;
* have given the Company proper notice of the intention to take adoption leave (see above);
* have provided the Company with a matching certificate.
  + 1. SAP is calculated as follows:
* First six weeks: SAP is paid at the Earnings-Related Rate of 90% of the Employee’s average weekly earnings calculated over the Relevant Period;
* Remaining 33 weeks: SMP is paid at the rate set by the Government for the relevant tax year, or the Earnings-Related Rate if this is lower.
  + 1. During adoption leave, salary will be paid in the usual way and at the usual intervals: PAYE and National Insurance will be deducted as will pension contributions, if appropriate
    2. Employees who are not entitled to SAP should talk to their adoption agency about the financial support available to adopter in these circumstances. They may also be eligible for income support.
  1. Terms and Conditions during adoption leave
     1. All contractual terms and benefits (except pay and wages), continue to accrue during periods of adoption leave. For both statutory and contractual purposes, continuity of employment is not broken by OAL or AAL.
     2. Annual leave
* When Employees are on adoption leave, their annual leave continues to accrue at their contractual rate, as does their entitlement to statutory bank holidays and additional days. This entitlement calculation will differ for each member of staff.
* Employees should use up their core holiday and bank holiday entitlement before they start OAL or at the end of their leave period (where possible in the same holiday year) before returning to work.
* Any outstanding holiday for the year which cannot be taken before adoption leave starts must be taken within 12 months of the Employee’s return to work or it may be lost.
  + 1. Pension contributions
* Employees may, if they wish, opt not to make Employee contributions, into their stakeholder pension scheme whilst on adoption leave. Employees should contact their pension provider or line manager for more information.
  1. Paternity Leave
     1. The partner of an individual who adopts, or the other member of a couple who are adopting jointly, may be entitled to paternity leave and pay (please refer to the Paternity Leave Policy and Procedure).
  2. Redundancy
     1. In the rare event that the Employee’s post is affected by a redundancy situation occurring during a period of adoption leave, the Company shall write to inform the Employee of any proposals and shall look to enter into consultation with them before any final decision is reached.
  3. Keeping in touch (KIT) days
     1. Shortly before the Employee’s adoption leave starts the Company will discuss with them the arrangements for covering their work and keeping in touch, should they wish to do so, during the leave. In any event the Company reserves the right to maintain reasonable contact with Employees from time to time during their adoption leave.
     2. Managers should ensure that during the adoption leave period individuals are kept informed about any changes at work, in particular if changes will affect the individual's job or career development.
     3. To support occasional training, or help keep in touch without losing SAP Employees can have up to 10 “Keeping In Touch” (KIT) days.
     4. Employees taking KIT days should be aware:
* The decision to take a KIT day and when that KIT day will be taken, must be made by agreement between the Employee and the Company.
* The KIT day will not bring the Employee’s adoption leave to an end.
* They can be taken in a block, one day at a time or several blocks of days.
* KIT days can be to carry out work Employees would normally perform, attend training or any other activity carried out for the purposes of keeping in touch with the workplace.
* Employees will be paid at their normal rate for each KIT day worked, without losing SAP. For those days maternity pay would be “topped up” to reflect the Employee’s normal daily rate (or hourly rate).
* If the Employee attends work for only a few hours as part of KIT day, this would count as one KIT day, but they would only be paid their normal rate for the hours in work.
  1. Expected Return Date
     1. Once the Company has been notified in writing of the Employee’s intention to take adoption leave (as above), they shall write to the Employee to inform them of their Expected Return Date based on the proposed start date. In doing so the Company will assume that Employees will take the full 52 weeks leave unless otherwise informed.
     2. If the start date has been varied (either on notice, or due to disruption) the Company shall write to the Employee with a revised Expected Return Date.
     3. Employees will be expected back to work on their Expected Return Date unless the Company is informed otherwise. The Company would encourage Employees to provide written confirmation that they will be returning as expected.
     4. Failure to return on the Expected Return Date (without prior agreement) will be regarded as unauthorised absence and may be treated as a disciplinary matter. This will not apply if the absence is due to illness and the sickness absence procedure has been correctly followed.
     5. Employees who do not intend to return to work, or are unsure, are encouraged to speak to the Company as early as possible. Employees not wishing to return must comply with the notice provisions within their contract.
  2. Early Return and Transfer of Adoption Leave
     1. Should Employees wish to return before their Expected Return Date, they must provide the Company with 8 weeks’ prior written notification of their intention to return to work.
     2. If the required notice is not given, the Company may postpone the return date until eight weeks after the notice was provided, or to the Expected Return Date if sooner.
     3. If a primary adopter proposes to return to work early without using their full 52-week entitlement to adoption leave by giving proper notification of an early return in accordance with the rules set above, they may be eligible to transfer up to 26 weeks of their outstanding adoption leave (and outstanding SAP) to their spouse (of either sex), civil partner or partner, to be taken as additional paternity leave (and additional statutory paternity pay) on their return to work.
     4. Employees considering the transfer of adoption entitlements should note the following:
* The additional paternity leave must be taken within a window that starts 20 weeks after, and it must end 12 months after, the placement date.
* The minimum period of additional paternity leave is two consecutive weeks and the maximum period is 26 weeks.
* Employees must therefore have at least two weeks of their adoption leave that remains unexpired.
* The Employee’s spouse/partner’s Company may ask them to provide additional information and sign a declaration form to confirm eligibility.
  1. Rights Upon Return
     1. Employees will normally have the right to return to work to the same job, on the same terms and conditions of employment if they return at the end of OAL.
     2. However, if the Employee has taken any period of AAL and it is not reasonably practicable for the Company to allow the Employee to return into the same position, they may be given another suitable and appropriate job on terms and conditions that are no less favourable.
     3. The Company will consider seriously requests for a flexible return to work which might include a phased return, return to reduced working days/week and/or job share, provided this can be incorporated into the work needs of business.
     4. Employees should note that it is not an automatic right to return to work flexibly. Should Employees wish to apply for a more flexible working pattern, they must give the Company as much notice as possible. Applications made close the Expected Return Date may not be processed in time for the Employee’s return. The procedure for dealing with such requests is set out in our Flexible Working Policy.

Policy Status: Non Contractual

Application: All Employees

1. PATERNITY LEAVE

The aim of this policy document is to set out clearly the Company’s policy in respect of ordinary/additional paternity leave and pay in order to ensure consistency of approach in line with employment legislation and the Company’s commitment to family-friendly policies and good employment practice. The Policy has also been developed to provide Employees with guidance as to their entitlements and the procedure to follow for paternity leave.

* 1. General
     1. Paternity leave is the right to take paid leave to care for a child or support the mother or primary adopter.
     2. No Employee will be treated less favourably, suffer detriment, or be dismissed because they request, or take, paternity leave.
     3. When returning from Ordinary Paternity Leave (OPL) Employees will generally be entitled to return to the same job on the same terms and conditions as if they had not been absent.
     4. When returning from Additional Paternity Leave (APL) the Company will endeavour to return Employees to the same job unless this is not reasonably practicable, in which case Employees will, if practicable, be offered suitable and appropriate alternative work on comparable terms and conditions.
  2. Definitions

The definitions in this paragraph apply in this policy:

* Expected Placement Date (EPD)**:** the date on which an adoption agency expects that it will place a child into the Employee’s care with a view to adoption.
* **Expected Week of Childbirth (EWC)**: the week, starting on a Sunday, in which the Employee’s doctor or midwife expects them to give birth.
* Qualifying Week**:** the fifteenth week before the Expected Week of Childbirth or the week, starting on a Sunday, in which the Employee was notified in writing by an adoption agency of having been matched with a child
* **Partner**: spouse, civil partner or someone (of either sex) who lives with the mother of the baby/adopter in an enduring family relationship but is not an immediate relative.
  1. Time off for Antenatal Care
     1. An expectant father or the partner of a pregnant woman is entitled to take unpaid time off work to accompany the woman to up to 2 of her antenatal appointments.
     2. “Partner” includes the spouse or civil partner of the pregnant woman and a person (of either sex) in a long term relationship with her.
     3. The Company may ask Employees for a declaration stating the date and time of the appointment, that the Employee qualifies for the unpaid time off through his or her relationship with the mother or child, and that the time off is for the purpose of attending an antenatal appointment with the expectant mother that has been made on the advice of a registered medical practitioner, nurse or midwife.
  2. Eligibility
     1. Paternity leave is available when a child is born or placed with the Employee for adoption. However paternity leave cannot be taken in addition to adoption leave. If the Employee is adopting a child with a partner, they will have to decide who takes adoption leave and who takes paternity leave (see the Adoption Policy).

**Ordinary Paternity Leave (OPL)**

* + 1. To qualify for ordinary adoption leave (**OPL**) Employees will need to satisfy all the following conditions. Employees must:
* Have been employed continuously for at least 26 weeks by the ‘qualifying week’
* Be the child’s biological father, and have, or expect to have responsibility for the child’s upbringing
* Be the Partner (as defined above) of the Child’s mother or someone who has been matched with a child by an adoption agency (subject to 8.3.2 above) and have, or expect to have responsibility for the child’s upbringing.
  + 1. The leave must also be for the purpose of caring for the child or support the child’s mother or co-adopter in caring for the child.

**Additional Paternity Leave (APL)**

* + 1. To qualify for additional paternity leave (**ALP**), in addition to those criteria set out at 8.3.2 and 8.3.3, Employees must:
* still be employed by the Company the week before the first week of APL;
* have a partner who has been entitled to maternity or adoption leave; and
* confirm that their partner has returned to work without using their full maternity or adoption leave entitlement.
  1. Notification
     1. In order to take paternity leave, Employees must inform their Manager of their intention to take leave.

**Ordinary Paternity Leave**

* + 1. To take OLP Employees must provide written notification either by the end of the 15th week before the expected week of childbirth (EWC) or within 7 days of having been matched with a child (in the case of adoption).
    2. In that written notification Employees must specify:
* the Expected Week of Childbirth (EWC) or the Expected Week of Placement (EWP);
* the date on which the OPL will commence;
* whether they intend to take one week or two weeks leave; and
* that they intend to take the leave to care for the child or to support their partner in caring for the child.

**Additional Paternity Leave**

* + 1. If they wish to take **APL** Employees must provide at least 8 weeks’ written notice before the date they would like to start the leave. The written notification must include:
* the Expected Week of Childbirth (EWC) or confirmation of the date on which the Employee was notified they had been matched with a child;
* the child’s date of birth or the placement date;
* the dates on which they wish to the leave to start and finish;
* a signed declaration confirming;
* they are either the child’s father, or are the Partner of the child’s mother/adopter or that they have been matched for adoption with the child;
* they have or expect to have the main responsibility for the upbringing of the child;
* they wish to take the leave to care for the child; and
* a “mother declaration” or an “adopters declaration” – a written statement from the mother/adopter confirming:
  + their name, address, national insurance number;
  + start date of his/her maternity/adoption leave;
  + that he/she is entitled to SMP/SAP/maternity allowance;
  + the date they on which they intend to return to work;
  + confirmation that the Employee satisfies the relationship eligibility criteria;
  + that the Employee is the only person taking APL in respect of the child; and
  + that they consent to the Company processing that information.
    1. The Company will acknowledge that they have received the notification within 28 days and will confirm the start and finish date of the Employee’s APL.
    2. The Company may also request that Employees provide a copy of the child’s birth or matching certificate and the name and address of the mother/co-adopter’s Company or in cases where they are self employed their business address.
  1. Paternity Leave and Commencement
     1. Ordinary Paternity Leave (OPL) is for a maximum of two weeks. Employees may take the leave in a block of one or two consecutive weeks. Leave can’t start before the birth. The start date must be one of the following:
* the actual date of birth;
* an agreed number of days after the birth; or
* an agreed number of days after the expected week of childbirth.
  + 1. OPL must be taken within 56 days of the birth of the child or, in the case of adoption, within eight weeks of the placement.
    2. If the Employee wishes to alter the start date of any period of OPL they should provide the Company with at least 28 days written notice (or as much notice as reasonably possible in the circumstances).
    3. Additional Paternity leave (APL) is for a period of 2 to 26 weeks. APL must be taken as multiples of complete weeks and as one period. The minimum amount of APL that can be taken is two weeks and the maximum is 26 weeks. This period of APL must be taken in the period beginning 20 weeks after the child’s date of birth or adoption placement, and ending 12 months after that date.
    4. Employees should provide the Company with at least 6 weeks’ notice (or as much notice as reasonably possible) in writing, if they wish to change the start date of their APL.
    5. If the Employee wishes to discuss cancelling or varying their APL they should speak to their Manager.
  1. Paternity Pay
     1. During OPL, Employees may be entitled to receive Ordinary Statutory Paternity Pay (OSPP). To qualify they must meet the eligibility requirements and have average weekly earnings at or above the lower earnings limit for National Insurance in eight week period prior to the Qualifying Week.
     2. During APL, Employees may be entitled to receive Additional Statutory Paternity Pay (ASPP). Eligibility is dependent upon:
* To qualify they must meet the eligibility requirements and have average weekly earnings at or above the lower earnings limit for National Insurance in eight week period prior to the Qualifying Week; and
* The child's mother or the co-adopter must have returned to work with at least two weeks of their maternity allowance, maternity pay or adoption pay period remaining.
  + 1. ASPP will only be paid for the equivalent period of unexpired maternity allowance, maternity or adoption pay that remains when the child’s mother or co-adopter returns to work.
    2. Eligible Employees will be paid OSPP or ASPP the rate set by the Government for the relevant tax year Earnings-Related Rate of 90% of the Employee’s average weekly earnings calculated over the Relevant Period if this is lower.
  1. Terms and Conditions during Additional Paternity Leave
     1. All contractual terms and benefits (except pay and wages), continue to accrue during periods of adoption leave. For both statutory and contractual purposes, continuity of employment is not broken by OPL or APL.
     2. Annual leave
* When Employees are on paternity leave, their annual leave continues to accrue at their contractual rate, as does their entitlement to statutory bank holidays and additional days. This entitlement calculation will differ for each member of staff.
* Employees should use up their core holiday and bank holiday entitlement before they start APL or at the end of their leave period (where possible in the same holiday year) before returning to work.
* Any outstanding holiday for the year which cannot be taken before ALP starts must be taken within 12 months of the Employee’s return to work or it may be lost.
  + 1. Pension contributions
* Employees may, if they wish, opt not to make Employee contributions, into their stakeholder pension scheme whilst on paternity leave. Employees should contact their pension provider or Line Manager for more information.
  1. Redundancy
     1. In the rare event that the Employee’s post is affected by a redundancy situation occurring during a period of APL, the Company shall write to inform Employees of any proposals and shall look to enter into consultation with them before any final decision is reached.
  2. Keeping in touch (KIT) days (APL)
     1. Shortly before the Employee’s APL leave starts the Company will discuss with them the arrangements for covering their work and keeping in touch, should they wish to do so, during the leave. In any event the Company reserves the right to maintain reasonable contact with Employees from time to time during their APL.
     2. Managers should ensure that during the adoption leave period individuals are kept informed about any changes at work, in particular if changes will affect the individual's job or career development.
     3. To support occasional training, or help keep in touch without losing ASPP the Employee can have up to 10 “Keeping In Touch” (KIT) days.
     4. Employees taking KIT days should be aware:
* The decision to take a KIT day and when that KIT day will be taken, must be made by agreement between the Employee and the Company.
* The KIT day will not bring the Employee’s ALP to an end.
* They can be taken in a block, one day at a time or several blocks of days.
* KIT days can be to carry out work Employees would normally perform, attend training or any other activity carried out for the purposes of keeping in touch with the workplace.
* Employees will be paid at their normal rate for each KIT day worked, without losing ASPP. For those days, the Employee’s maternity pay would be “topped up” to reflect the Employee’s normal daily rate (or hourly rate).
* If Employees attend work for only a few hours as part of KIT day, this would count as one KIT day, but they would only be paid their normal rate for the hours in work.
  1. Expected Return Date
     1. Once the Company has been notified in writing of the Employee’s intention to take OPL or APL leave (as above), they shall write to the Employee to inform them of their Expected Return Date based on the proposed start date.
     2. If the start date has been varied the Company shall write to the Employee with a revised Expected Return Date.
     3. Employees will be expected back to work on their Expected Return Date unless the Company is informed otherwise. The Company would encourage Employee’s taking APL to provide written confirmation that they will be returning as expected.
     4. Failure to return on the Expected Return Date (without prior agreement) will be regarded as unauthorised absence and may be treated as a disciplinary matter. This will not apply if the absence is due to illness and the sickness absence procedure has been correctly followed.
     5. Employees who do not intend to return to work following APL, or are unsure, are encouraged to speak to the Company as early as possible. Employees not wishing to return must comply with the notice provisions within their contact.
  2. Early Return
     1. Should Employees wish to return before their Expected Return Date, they must provide the Company with 6 weeks’ prior written notification of their intention to return to work.
     2. If the required notice is not given, the Company may postpone the return date until 6 weeks after the notice was provided, or to the Expected Return Date if sooner.
  3. Rights Upon Return
     1. Employees will normally have the right to return to work to the same job, on the same terms and conditions of employment if they return at the end of OPL or APL.
     2. However, if the Employee has combined OPL or ALP with any period of additional maternity leave, additional adoption leave or parental leave of more than four weeks and it is not reasonably practicable for the Company to allow the Employee to return into the same position, they may be given another suitable and appropriate alternative position.
     3. The Company will consider seriously requests for a flexible return to work which might include a phased return, return to reduced working days/week and/or job share, provided this can be incorporated into the work needs of business.
     4. Employees should note that it is not an automatic right to return to work flexibly. Should Employees wish to apply for a more flexible working pattern, they must give the Company as much notice as possible. Applications made close the Expected Return Date may not be processed in time for the Employee’s return. The procedure for dealing with such requests is set out in our Flexible Working Policy.

Policy Status: Non Contractual

Application: All Employees

1. PARENTAL LEAVE

Employees may have the right to take time off work to care for a child or to make provision for that child’s welfare (“Parental Leave”).The aim of this policy document is to set out clearly the Company’s policy in respect of Parental Leave to ensure consistency of approach in line with employment legislation and the Company’s commitment to family-friendly policies and good employment practice. The Policy has also been developed to provide Employees with guidance as to their entitlements and the procedure to follow when requesting such leave.

* 1. General
     1. The Company recognises and accepts that there may be occasions when working parents may wish to take additional time off to spend time with or otherwise care for their child or children.
     2. Under this policy and statutory provision eligible Employees may be entitled up to 18 weeks’ parental leave in respect of each child. There is no statutory right to pay during any period of parental leave.
     3. No Employee will be treated less favourably, suffer detriment, or be dismissed because he or she requests, or takes, parental leave.
     4. Parental leave is not intended to be used to deal with family emergencies. Employees are entitled to unpaid time off for dependents in these circumstances (see the Dependent Leave Policy).
  2. Eligibility
     1. To qualify for parental leave Employees will need to satisfy **all** the following conditions. Employees must:
* have one year’s continuous service with the Company;
* have, or expect to have responsibility for a child under the age of 5 (under 18 if the child is disabled) or have a child who is under the age of 18 and was adopted within the last five years; and
* be taking the leave to spend time with or otherwise care for the child.
  + 1. Employees will have responsibility for a child if they:
* are the biological mother or father;
* an adoptive parent; or
* otherwise have legal parental responsibility.
  1. Leave
     1. All eligible Employees will have the right to 18 weeks leave for each child subject to a maximum of four weeks in any given year for each individual child. The relevant year begins when the Employee first becomes eligible to take parental leave. Employees will only be able to take parental leave prior to:
* any individual child’s 5th birthday;
* the child’s 18th birthday where that child is entitled to disability living allowance; and
* the 5th anniversary of a child’s placement or their 18th birthday (whichever is earlier) in the case of adoption.
  + 1. Leave must be taken in blocks of one/multiple weeks unless the child is disabled in which case it may be taken in individual days.
  1. Notification
     1. Any Employee wishing to take parental leave needs to provide at least 21 days notice to the Company detailing the dates on which they wish it start and finish.
     2. Where the Employee wishes to take parental leave upon the birth or placement of a child then the notice should be served 21 days prior to the expected week of childbirth (EWC) or placement (EWP). The Notice must confirm the EWC of EWP.
     3. Once notification has been provided the Company may ask the Employee for supporting evidence including but not limited to:
* A copy of the child’s birth certificate;
* A matching certificate confirming a child's adoption and or the date that the adoption will start;
* A record of disability living allowance payments (if applicable in the circumstances).
  + 1. The Company reserves the right to contact former Companies, or to request a declaration from Employees, about how much parental leave they have already taken in the given year.
  1. Postponement
     1. Whilst the Company is committed to providing parental leave for Employees, flexibility will sometimes be needed in deciding how leave is taken.
     2. Whilst the Company will make every effort not to postpone parental leave, it may look to postpone a request for up to six months where the request may cause undue disruption to the needs of the business. For example:
* when leave is requested during a peak production period,
* when other Employees are already on leave at the same time,
* when work/deadlines at the period requested is time-critical, or
* where more time is needed to make arrangements for cover.
  + 1. Where postponement is a consideration the Company will look, wherever possible, to consult with the Employee in respect of alternative dates.
    2. Where the Company decides to postpone leave they will respond to the Employee’s notice within seven days setting out the reason for the postponement and providing a new date on which the parental leave may commence. A decision to defer the leave will not be taken lightly by the Company and a clear explanation of the nature of the disruption and its impact on the business resulting in the deferment will be provided.
    3. In any event a postponement cannot be indefinite and the leave will be granted within six months of the date initially put forward by the Employee. Employees will still be entitled to the leave where it would have been taken within the normal time limits but-for the Company’s postponement.
    4. The Company will not be able look to postpone leave where the Employee has served the correct notice and intends to take the leave at the point the child is born or in the case of adoption the point at which the child is placed with the family.
  1. Terms and Conditions During Parental Leave
     1. There is no statutory right for any eligible Employee to receive pay for any period throughout which they are on parental leave. Therefore any contractual provisions relating to pay are suspended while the Employee is on parental leave.
     2. When the Employee is on parental leave, their annual leave continues to accrue at their contractual rate, as does their entitlement to statutory bank holidays and additional days. This entitlement calculation will differ for each member of staff.
  2. Return from Parental Leave
     1. Employees will be expected back to work on the date agreed unless the Company is informed otherwise. Failure to return on the agreed date (without prior agreement) will be regarded as unauthorised absence and may be treated as a disciplinary matter. This will not apply if the absence is due to illness and the sickness absence procedure has been correctly followed.
     2. While Employees may not benefit from all their terms and conditions while on Parental Leave they will normally have the right to return to the same position on the same terms and conditions as before they left.
     3. If the leave period has been longer than four weeks or if is taken immediately following additional maternity, paternity or adoption leave and it is no longer possible for Employees to return to the same position then Employees should return to a similar role on no less favourable terms and conditions than their previous position.
     4. The Company will consider seriously requests for a flexible return to work which might include a phased return, return to reduced working days/week and/or job share, provided this can be incorporated into the work needs of business.
     5. Employees should note that it is not an automatic right to return to work flexibly. Should Employees wish to apply for a more flexible working pattern, they must give the Company as much notice as possible. Applications made close the Expected Return Date may not be processed in time for the Employee’s return. The procedure for dealing with such requests is set out in our Flexible Working Policy.
  3. Abuse of Parental Leave
     1. Should Employees take leave under this policy for any purpose other than spending time with or caring for their child the Company may consider disciplinary action in the circumstances.

Policy Status: Non Contractual

Application: All Employees

1. DEPENDANT LEAVE POLICY

The Company recognises that there may be times when Employees need to take time off work to deal with unexpected or emergency situations concerning a dependant and to enable them to make provision for longer term care if necessary.

The aim of this policy document is to set out clearly the Company’s policy in respect of such leave to ensure consistency of approach in line with employment legislation and the Company’s commitment to good employment practice. The Policy has also been developed to provide Employees with guidance as to their entitlements and the procedure to follow when requesting such leave.

* 1. General
     1. The entitlement is to take reasonable time off to address, or take steps to deal with, unexpected situations which may affect them or their dependents.
     2. There is no statutory requirement for the Company to pay for this leave and the amount of leave taken must be reasonable given the circumstances.
     3. No Employee will be treated less favourably, suffer detriment, or be dismissed because he or she requests, or takes, dependant leave in accordance with this policy.
  2. Circumstance when Dependant Leave will be Considered
     1. Employees are only entitled to reasonable unpaid time off under this policy:
* to provide assistance on an occasion when a dependant falls ill, gives birth or is injured or assaulted;
* to make arrangements for the provision of care for a dependant who is ill or injured;
* in consequence of the death of a dependant;
* because of the unexpected disruption or termination of arrangements for the care of a dependant; or
* to deal with an unforeseen incident which involves their child during school hours.
  1. Who Counts as a Dependant?
     1. The right to time off only applies in respect of a dependant. Under this policy a dependant may be:
* a spouse or civil partner of the Employee,
* a parent or child of the Employee;
* any person who lives in the same household as the Employee, who is not their Employee, tenant, lodger or boarder;
* any person who relies on the Employee for assistance on an occasion when they fall ill, are injured or assaulted or who relies on the Employee to make longer term care arrangements when they fall ill or are injured.
  1. Reasonable Time Off
     1. The right only covers reasonable time off and while the individual circumstances will dictate what is reasonable this is not expected to cover extended periods of absence. The normal period is expected to be a few hours or a day.
     2. The time is to allow the Employee to take action in respect of the immediate circumstances, not to provide ongoing care/support. The amount of leave should be the reasonable length of time it would take to deal with the initial circumstance and to arrange care to deal with any continuing issue.
     3. If the Company receives continued requests in relation to specific dependant it may be that the Employee has to address longer term care arrangements.
  2. Notice
     1. It is rarely acceptable for Employees to leave during working hours or fail to attend work without first seeking the approval of the Company/ Line Manager.
     2. Employees requiring dependant leave should notify their Line Manager, as soon as reasonably practicable of the reason for their absence and the length of time they believe they will be absent for. The Company recognises that due to the nature of the leave the notice period may be short.
     3. Notice need not be in writing but should the Employee fail to provide any reason for the absence or likely length of absence the Company may refuse the leave.
     4. Leave under this right is designed to deal with the unexpected or the unforeseen, if the Employee is aware in advance they need time for a specific reason then it should normally be taken as holiday leave or under another Company policy.
     5. There may be exceptional circumstances where the absence is for a very short period where the Employee returns to work before it was possible to contact their Line Manager, here Employees should report to their Line Manager upon their return to explain the absence.
  3. Disciplinary/Grievance
     1. Should Employees be found to be abusing the right to time off it will be dealt with in accordance with the disciplinary procedure.
     2. Should Employees believe they have been unreasonably refused time off, or treated detrimentally for taking it, they should follow the grievance procedure.

Policy Status: Non Contractual

Application: All Employees

1. FLEXIBLE WORKING POLICY

The Company is committed to assisting all staff to achieve work-life balance regardless of their personal circumstances.

The Company's service to clients must remain paramount, however, it is also hoped that offering the opportunity for some flexibility will assist in the recruitment and retention of staff which in turn helps the Company maintain the quality of its services.

All eligible Employees have the right to request a change to their working pattern which will help them create a more stable balance between their work and home obligations.

Once a formal request is made the Company will have to follow a set procedure when considering the request and will only be able to decline on set grounds.

* 1. Qualification
     1. In order to qualify Employees must have been employed by the Company continuously for 26 weeks by the date the application is made and not have made another flexible working application in the last 12 months.
     2. Employees can only make one application in any 12 month period.
  2. Contract Changes
     1. Employees are entitled to request changes in their work pattern including:
* Changes in the hours they work
* Changes in the times they work
  + 1. Common examples include:

|  |  |
| --- | --- |
| * Part-time Working | * Shift Working |
| * Flexi-time | * Annualised Hours |
| * Job Sharing | * Term Time Work |
| * Staggered Hours | * Compressed Working Hours |

* + 1. Any request if accepted will be a permanent variation of the Employee’s contract of employment.
    2. The Company may not be under an obligation to allow Employees to revert back to their original terms and conditions, although Employees may, if eligible, be able to make a further request 12 months later.
  1. Requests
     1. The Company will process all flexible working requests in a reasonable manner.
     2. Should Employees wish the Company to consider a request they will need to make a formal written application.
     3. Employees wishing to make a flexible working request should give the Company as much notice as is reasonably practicable in the circumstances.
     4. Any application should;
* be in writing and dated,
* confirm the Employee is eligible to make the request,
* confirm the date of any previous application,
* set out the proposed working pattern,
* address the impact this could have upon the Company, and
* state the date they propose the change to take effect.
  1. Procedure for Dealing with a Request
     1. Once the request is made by the Employee the Company will consider the request fully and will deal with it in accordance with the following procedure;

**Receipt of a Request**

* + 1. The Company will acknowledge a valid request once it has been received.
    2. If the application is incomplete the Company would normally write asking the Employee to submit the additional information required.
    3. If the Employee continues to unreasonably refuse to provide the information required to assess the application, then the Company may be entitled to treat the application as withdrawn. Should an application be treated as withdrawn then the Employee would not be able to make another request for 12 months.

**Meeting**

* + 1. Without unreasonable delay the Company will invite the Employee to a meeting in order to discuss the request.
    2. If, following consideration, the Company intends to approve the request then a meeting may not be necessary.
    3. The Employee has the right to be accompanied by a single companion at the meeting. The companion should be a worker employed by the Company (this could include the workplace trade union representative).
    4. The companion is permitted to both confer with the Employee and address the meeting but is not allowed to answer questions on behalf of the Employee.
    5. If a meeting is scheduled by the Company and the Employee’s companion is unable to attend on that date the Company will rearrange the meeting to a mutually convenient time within 7 days of the original meeting.
    6. If the Employee or their companion are unable to or fail to attend a scheduled meeting the Company will attempt to reschedule the meeting.
    7. If the Employee fails to attend a meeting more than once without any explanation, the Company may be able to treat the application as withdrawn and the Employee would be unable to make another application for 12 months.
    8. The meeting itself should be used to discuss the proposed variation, its impact upon the business and potential alternatives.

**Decision**

* + 1. Once the meeting has taken place the Company will fully assess the request, its impact upon the business and investigate any alternate possibilities.
    2. The Company will consider the request carefully and weigh the benefits of the changes in working conditions the Employee is seeking both for them and the business against any cost and potential impact of implementing the changes.
    3. The Company will look to provide its decision in writing as soon as possible following the meeting.
    4. Should the Company accept the request the confirmation should be dated and provide:
* a start date for the new working pattern, and
* a detailed description of that pattern highlighting any modifications to the original request.
  + 1. Where a request is accepted the Company may arrange a further meeting with the Employee to discuss how and when the changes might best be implemented
    2. Should the Company refuse a request the confirmation must provide:
* the specific grounds for refusal which apply,
* sufficient detail as to why these grounds apply,
* details of the appeal procedure.

**Grounds for Refusal**

* + 1. The Company is not under an obligation to grant every request. The Company can refuse an application after full consideration for one or more of the following reasons:
* the burden of additional costs,
* detrimental effect on ability to meet customer demand,
* inability to re-organise work among existing staff,
* inability to recruit additional staff,
* detrimental impact on quality,
* detrimental impact on performance,
* insufficiency of work during the periods the Employee proposes to work,
* planned structural changes.
  + 1. Should the request be refused the Company will not simply state which of the ground(s) they are relying upon they will also provide the Employee with sufficient detail as to why the utilised ground(s) apply. Clarity of explanation following any refusal will greatly benefit both the Employee and the Company.

**Appeal**

* + 1. If the Employee is unhappy with the decision they can speak to the decision maker in the first instance on an informal basis however if they remain unhappy they may formally appeal the decision.
    2. If the Employee wishes to appeal they must send their grounds for appeal to the Company within 14 days of receiving notification of the Company’s decision.
    3. Once the Company has received the grounds of the appeal from the Employee they will arrange an appeal meeting without unreasonable delay.
    4. Again Employees can bring a companion (under the same terms as the original meeting).
    5. Wherever possible the appeal meeting will be chaired by a more senior person within the Company.
    6. The appeal is designed to try and facilitate a satisfactory outcome for both parties. As such the Company will consider fully any grounds for appeal.
    7. Once the appeal meeting has been held the Company will notify the Employee of their decision without unreasonable delay.
    8. If Company agrees to the new working pattern they will confirm the pattern and the date it will start in the decision letter.
    9. If the Company upholds the decision of the original meeting they will state why they are refusing the Employee’s grounds for appeal and provide a full explanation of that decision.
    10. **Time Frame**

All requests, including any appeals, will be considered and decided on, within a period of three months from first receipt, unless the Company and the Employee agree to extend this period.

* 1. Withdrawal
     1. An application which is withdrawn is still counted as having been made and so the Employee may be prevented from making a further request for 12 months.
     2. The Company may be entitled to treat a request as withdrawn where:
* The Employee notifies the Company orally or in writing that they wish to withdraw the application.
* The Employee without reasonable cause has refused to provide the Company with information the Company requires in order to assess the application.
* The Employee without reasonable cause, failed to attend a scheduled meeting more than once.
  + 1. Should the Employee orally state they wish to withdraw the application the Company will request confirmation in writing before the withdrawal is accepted.
  1. Detriment and Dismissal
     1. The Employee has the right not be unfairly dismissed or be subjected to any detriment by an act or a failure to act on the part of the Company because they have exercised or sought to exercise any right under flexible working provisions.

Policy Status: Non Contractual

Application: All Employees

1. CODE OF CONDUCT

The Code of Conduct defines the Company’s expectations of all personnel – both employed staff and Managers with regards to their behaviour and personal conduct.

The Code of Conduct also establishes that all personnel have a duty and responsibility to be aware of their own professional practice. In order for the Code of Conduct to be fully understood it should be read in conjunction with the Company’s disciplinary policy.

Working for a charity demands the highest standards of honesty and integrity and it is important that the behaviour of Employees is above reproach. Employees who are involved in business or receive payment for work done, whether arising out of their employment with the Company or not should ensure that whatever they do will withstand public scrutiny without damaging the reputation of the charity.

If Employees are in any doubt about any activity or payment they should discuss it with their Line Manager.

* 1. General
     1. Employees are required at all time to abide by the rules and their spirit. Both the rules detailed and the examples of misconduct/gross misconduct are not exhaustive. The highest standards of behaviour and performance are expected of Employee’s at all times.
     2. Employees must perform their duties with honesty, integrity, impartiality and objectivity.
     3. Employees must be accountable to the Company for their actions.
     4. Employees must treat others with respect and not discriminate unlawfully against any person.
     5. The Code of Conduct includes:
* Company rules with which Employees are required to comply;
* examples of misconduct falling short of gross misconduct; and
* examples of misconduct which the Company normally regards as gross misconduct.
  + 1. A breach of the Company code will render the Employee liable to disciplinary action in accordance with the Disciplinary procedure. An instance of gross misconduct will normally render the Employee liable to dismissal without notice.
  1. Company Rules
     1. The Company Rules include but are not limited to the following: Employees are expected to:

**Attendance**

* arrive at work promptly, ready to start work at their contracted starting time, and are required to remain at work until their contracted finishing times (persistent poor time keeping will be dealt with under the formal disciplinary solutions);
* obtain management authorisation if for any reason they wish to arrive later or leave earlier than their normal start and finish times;
* be familiar with the rules concerning the granting of leave and the notification of sickness absence, and follow these at all times;

to work additional hours at short notice, as the needs of the business require;

**Relationships with others**

* maintain a professional relationship between clients, candidates, staff and representatives from other organisations with whom the Company works;
* demonstrate respect for all Company Employees and work and relate with each other in a professional manner on the basis of mutual trust, respect, cooperation and individual dignity;
* avoid actions and words that could be considered discriminatory, hostile, improper or offensive in any situation;

**Work Performance**

* to maintain satisfactory standards of performance at work, a high level of quality, accuracy and diligence;
* work flexibly and upon request carry out duties that may be outside their normal job remit;
* comply with any and all reasonable instructions given by the Company;
* undertake their work with due regard for the health and safety, well-being and property of other workers, business contacts and members of the public;
* not report for duty under the influence of alcohol, drugs or other substances;

**Dress**

* dress in a manner appropriate to the function in which they are engaged and to ensure that their personal hygiene and grooming are properly attended to prior to presenting themselves at work;
* never to wear any item of clothing with an inappropriate or offensive logo, picture or slogan on it even on a “dress down day”.
* not to wear clothes that look crumpled, worn or faded. All clothing should be neat and clean.
* Some Employees are provided with uniforms. Any uniform remains the property of the Company. Employees are responsible for the safe keeping of their uniform and any associated costs where the uniform is lost, requires repair or the Employee fails to return the uniform when instructed to do so. Any Employee issued with a uniform is responsible for laundering the uniform and for ensuring it is kept in good repair. Plastic aprons are provided and these should be used to ensure that the uniform is kept clean and in good repair.
* When the company provide items of clothing, either free of charge or at a cost, these items must be worn at all times during working hours. On leaving the Company, the items provided free of charge must be returned in good condition, otherwise a deduction will be made from the Employee’s final wages to cover the cost.
* not to wear items of high value as the Company accepts no liability for items damaged in the course of the Employee’s employment. . The Company may, at its discretion and upon application, pay compensation to a maximum value of £10 should items of clothing be damaged by service users.

Line Managers do have the right to ask an Employee to change the style of their dress should they fall below the required standard.

**Telephone Calls/Mobile Phones**

* not to use their mobile phones during working hours, unless previously authorised by their Manager.
* ensure that mobile phone are set to silent or switched off when visiting service users.
* not to use Company phone lines for personal calls unless a Manager has given express permission.

**Company Protection**

* act at all times (whether inside or outside of work) in the best interest of the Company.
* not to engage in any activity outside of their employment with the Company which could reasonably be interpreted as competing with the Company.
* not use the Company property, or any other property on the Company’s premises, for any purpose other than that for which it was intended and for which they have authorisation.
* not to use the Company name or premises to buy or sell goods for their own benefit or for the benefit of others.
* not to take Company property and equipment from the Company’s premises other than for use on authorised Company business.
* to pay fully or in part for any loss or damage caused to Company property which is found to be attributable to the Employee’s negligence or an act of deliberate vandalism.
* treat any information gained in the course of their employment about the business of the Company, and that of the Company’s customers, suppliers and business partners, as confidential both during their employment and at all times after its termination.
* gain an understanding of the Company’s health and safety procedures, observe them and ensure that safety equipment and clothing is always used.
* Gain an understanding of the Company’s Anti Bribery and corruption rules, observe them and report instances of concern to their Manager.
  + 1. If any Employee has concerns that any other member of staff is acting in a manner which appears to be in breach of the code or to involve any other form of:

|  |  |  |
| --- | --- | --- |
| * Fraud/Corruption | * Bribery | * Illegality |
| * Serious Conflict | * Bullying/victimisation | * Discrimination |

the expectation will be that the concern will be immediately raised with their Manager.

* 1. Loss or damage to Company property
     1. For any loss or damage caused to Company property which is found to be attributable to an employee’s negligence or an act of deliberate vandalism, the employee will be responsible for paying, in part or in full, the cost of the repair/replacement.
     2. Any loss to the Company that is a result of an employee’s failure to observe and comply with any rules/procedures or instructions, or is the result of their negligent behaviour or unsatisfactory standards of work will render the employee liable to reimburse the company the full part of the cost of the loss.
  2. Working Elsewhere
     1. If an Employee works elsewhere, they MUST inform the Admin/Personnel Manager during their induction. If the employment conflicts with the Company’s business, then the Company may ask the Employee to not continue with the other role. If the Employee does not follow this reasonable order, then the Company may commence disciplinary proceedings.
     2. If an Employee wishes to work elsewhere whilst employed by the Company they must first inform the Company to seek permission to work in the other job. If the employment conflicts with the Company’s business, then the Company may ask the Employee not to start with the other role. If the Employee does not follow this reasonable order, then the Company may commence disciplinary proceedings.
  3. Misconduct and Gross Misconduct
     1. The examples of misconduct and gross misconduct given below are neither exclusive nor exhaustive they are meant purely as a guidance to Employees to help explain the standard of conduct that is expected by the Company.
  4. Misconduct
     1. These are offences in breach of policy/procedure or accepted standards of conduct which may lead to informal or formal disciplinary the likely result of which could be any sanction short of instant dismissal. This could include dismissal on notice where there are incidents of repeated misconduct. Employee’s should be aware that this list is not exhaustive:
* offensive language,
* bad time keeping or persistent or occasional lateness,
* some failures to follow reasonable instructions or minor insubordination,
* lack of diligence,
* minor work errors,
* unprofessional behaviour,
* failure to comply with Absence Notification and Certification Procedure,
* ignoring minor safety or security rules,
* unreasonable standards of dress or personal hygiene,
* taking minor extended tea and meal breaks,
* unexplained time away from the job,
* any other conduct that from time to time is defined by the Company as amounting to misconduct.
  1. Gross Misconduct
     1. This is conduct so serious that it destroys the mutual trust and confidence between Company and Employee and merits dismissal without notice or pay. Employee’s should be aware that this list is not exhaustive:
* deliberate falsification of records, deceit or other dishonesty;
* theft, unauthorised use or possession of the Company’s property or theft of the property of a fellow Employee or Service User (including monies);
* any act or omission with intent to deprive the Company of monies due to it,
* knowingly claiming bonus or other payment to which the Employee is not entitled,
* borrowing the Company’s money without written appropriate authority,
* committing any criminal act other than a motoring offence whether in the course of employment or otherwise;
* deliberate and/or persistent failure to obey the usual practice of the Company, or persistent disregard for the instructions of senior Employees of the Company,
* gross negligence in carrying out relevant duties,
* any serious neglect of normal precautions for the security or safety of the Company or its Employees,
* incapacity through alcohol or drugs;
* being in possession of, or dealing with drugs on the Company’s premises or at a Company event;
* use of verbal or physical violence towards persons or property, or use or obscene language, or threatening or insulting behaviour,
* knowingly providing false information on a Company absence certificate or otherwise giving a false account of their whereabouts;
* deliberate falsification of any records (including time sheets, absence records,
* unauthorised absence or leaving the place of work without permission during working hours,
* inappropriate sexual conduct on Company premises or at a Company event;
* serious acts of bullying, harassment or victimisation or any discrimination on the grounds of age, disability, race, religious or other belief, sex, gender or sexual orientation, or other offensive behaviour;
* accessing internet sites containing pornographic, offensive or obscene material or transmitting via email or otherwise material of that nature,
* unauthorised access to or use of computer data or computer hardware,
* serious unauthorised disclosure of confidential information (whether or not such information has been expressly designated as confidential),
* sleeping at work,
* accepting or offering bribes,
* bringing the Company into disrepute;
* serious breach of the health and safety policies and procedures, or endangering the health and safety of a fellow Employee, client or third party, and
* any other conduct that from time to time is defined by the Company as amounting to gross misconduct.

Policy Status: Non Contractual

Application: All Employees and Workers

1. BRIBERY AND CORRUPTION POLICY

The Company is committed to conducting its business ethically and in compliance with all applicable laws. This Policy is intended to create a framework to help the Company comply with its legal obligations in relation to the Bribery Act 2010.

The Company recognises that bribery and corruption have an adverse effect on communities wherever they occur and as a result we are committed to acting professionally, fairly and with integrity in our business dealings and relationships, implementing and enforcing effective systems to counter bribery. This policy sets out the steps all of us must take to prevent bribery and corruption in the Company’s business and to comply with relevant legislation and the Company’s requirements.

* 1. General
     1. The purpose of this Policy is to:
* set out the Company’s responsibilities, and of those working for us, in observing and upholding our position on bribery and corruption; and
* provide information and guidance to those working for us on how to recognise and deal with bribery and corruption issues.
  + 1. The Company will not be party to corruption or bribery in any form. Such acts would damage the Company’s reputation and expose the Company, and its Employees, to the risk of fines and imprisonment.
    2. The Company has a zero tolerance policy towards both bribery and corruption, recognising that bribery is contrary to fundamental values of integrity, transparency and accountability and undermines organisational effectiveness. Under no circumstances is the giving, offering, receiving or soliciting of a bribe acceptable and the Company will not tolerate this in any form.
    3. Bribery and corruption are punishable for individuals by up to ten years imprisonment and if the Company is found to have failed to prevent bribery in relation to its business it could face unlimited fines and extensive reputational damage. Both the Company and individual employee therefore should take our legal responsibilities very seriously.
    4. This policy applies to all individuals working at all levels, including senior managers, directors, consultants, employees (whether permanent, fixed-term or temporary), contractors, trainees, seconded staff, home workers, casual workers and agency staff, volunteers or any other person associated with us, or any of our subsidiaries or their employees, wherever located (collectively referred to as workers in this policy).
  1. What is Bribery and Corruption?
     1. Corruption, broadly, is the misuse of public office or power for private gain; or misuse of private power in relation to business outside the realm of government.
     2. Bribery is a form of corruption and, broadly, it means giving or receiving money, gifts, meals, entertainment or anything else of value as an inducement to a person to do something which is dishonest or illegal in the course of doing business.
     3. Acts of bribery or corruption are designed to influence the individual in the performance of their duty and incline them to act dishonestly. For the purposes of this policy, whether the payee or recipient of the act of bribery or corruption works in the public or private sector is irrelevant.
     4. Bribery can occur in both the public and private sectors. The person receiving the bribe is usually in a position to influence the award or the progress of business, often a government or other public official.
     5. A bribe can take many forms and be of any size. Where the offer or receipt is intended for the Employee’s family or friends, or when bribery takes place through third parties, it is still considered to be a bribe.
     6. The following are some simple examples of bribery:
* A potential supplier offers some money or a gift, in order to influence a tender process.
* A job applicant offers to pay to increase his/her chance of being offered employment.
* An Employee offers a client tickets to a major sporting event, but only if they agree to do business with the Company.
* A customs official asks for an unofficial payment or gift to release imported goods.
  1. The legal position on bribery
     1. Bribery and corruption are criminal offences in most countries where the Company does business. UK-incorporated companies, including the Company, are subject to the Bribery Act 2010. Under the Act, there are four key offences:
* offering, promising or giving of an advantage/payment;
* requesting, agreeing to receive or accepting of an advantage/payment;
* to bribe a foreign public official;
* failure by a commercial organisation to prevent a bribe being paid to obtain or retain business or a business advantage (with there being a defence that the organisation has adequate procedures in place to prevent bribery).
  + 1. It does not matter whether the bribery occurs in the UK or abroad. A corrupt act committed abroad may well result in a prosecution in the UK. Nor does it matter whether the act is done directly or indirectly.
  1. Common indicators of bribery
     1. Common indicators of corruption include those listed below. There may well be others. Examples include:

**Payments**

* A third party insists on payment in cash or receiving a commission and or fee payment
* A third party suggests an additional payment may speed up or circumvent certain processes
* What would normally be a single paymentis made in stages, through a bank account never previously used, or in a currency or via a country which has no connection with the transaction

**Process**

* Standard processes are bypassed for approval or sign-off
* Terms for the submission of tender documents are altered
* Records are incomplete or missing, invoices from a third party that appear to be non-standard or customized, failure to provide written documents or receipts
* Payments are requested early in the process
* Decisions are taken for which there is no clear rationale

**Individuals**

* Parties secretive about certain matters or relationships and/or insist on dealing with matters personally
* A third party requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used or known to the Company
* Appointments or trips are arranged on short notice without explanation, or occur in unusual or expensive places.
  1. Areas of specific risk
     1. Certain areas of business are often at higher risk than others. These include:

**Gifts, Hospitality, Wills & Bequests**

* + 1. The Company forbids any worker of the Company from accepting gifts in money, material items or other benefits in kind from clients.
    2. The Company forbids any worker of the Company from benefitting in any way from a client’s Will.
    3. The Company forbids any worker of the Company from soliciting any gift or hospitality in the course of his or her employment.
    4. The Company forbids any worker of the Company from offering or receiving from any person or organisation who has had, has or may have any influence over the business of the Company any personal or corporate gift of any value. Further Gifts should not be offered to, or accepted from, government officials or representatives, or politicians or political parties.
    5. The Company forbids any worker of the Company from offering or receiving any gift or hospitality which is in breach of relevant law. This policy does not prohibit normal and appropriate hospitality (given and received) to or from third parties. However it is never acceptable to:
* Give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;
* Give, promise to give, or offer, a payment, gift or hospitality to a government official, agent or representative to "facilitate" or expedite a routine procedure;
* Accept payment from a third party that the Employee know or suspect is offered with the expectation that it will obtain a business advantage for them;
* Accept a gift or hospitality from a third party if the Employee know or suspect that it is offered or provided with an expectation that a business advantage will be provided by us in return;
* Threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns under this policy;
* Engage in any activity that might lead to a breach of this policy.

**Facilitation and Kickback payments**

* + 1. Facilitation payments (also known as ‘grease’ payments) are payments which induce officials to perform routine functions that they are otherwise obliged to perform. Kickbacks are typically payments made in return for a business favour or advantage. Both Types of payment are classified as bribes under the Bribery Act and the Company prohibits facilitation and or kickback payments in any circumstances.
    2. All workers must avoid any activity that might lead to, or suggest, that a facilitation payment or kickback will be made or accepted by us.

**Political contributions and charitable donations**

* + 1. We do not make contributions to political parties. We only make charitable donations that are legal and ethical under local laws and practices.
    2. The Company forbids any worker of the Company directly or indirectly from making an offer of, or making a donation to any political, charitable or not for profit organisation in the course of his/her employment as a way to obtain an advantage in a business transaction.
    3. The Company does not prevent individuals from making personal donations to charity, they should however not do so on behalf of the Company without prior approval.

**Local circumstances**

* + 1. The Company understands that different parts of the world have different social and cultural customs. This does not affect the Company’s stand that it does not pay or accept bribes or act corruptly: it does not and will not. However, subject to that position, the Company understands the need to be sensitive to local customs. For example, there are cultures in which refusing (or even failing to offer) a gift is considered impolite, and could alienate a key contact. In such cases, please refer to a senior member of staff.
  1. Risk assessment
     1. Risk in the Company’s business will vary by area. The Compliance Manager is responsible for assessing the level of risk to which the business is subject, and for putting in place any measures additional to those outlined in this policy they consider are required. Risk assessment is intended to be an ongoing process and is reliant on continuous communication from all areas of the business.
  2. Records
     1. It is essential that the Company keeps full and accurate records of all its financial dealings they must accurately reflect each of the underlying transactions. Transparency is vital; false or misleading records could be very damaging to the Company. Under money laundering regulations the Company’s lawyers and accountants are obliged to report anything which appears to be irregular.
     2. All workers of the Company notify an appropriate manager of all gifts and hospitality offered, made or received.
     3. Workers must ensure all expenses claims relating to hospitality or expenses incurred to third parties are submitted in accordance with our expenses policy and specifically record the reason for the expenditure.
  3. Monitoring
     1. Everyone in the Company must observe this policy. It will count for nothing unless we do. This policy will be monitored regularly to make sure it is being adhered to. In doing this they act in the interest of the business as a whole, and it is therefore the responsibility of all of us to help them in this.
  4. Employees responsibility
     1. Everyone in the Company is responsible:
* for reading and knowing the contents of this policy;
* for keeping full and accurate records of all cases where bribery is suspected;
* for reporting cases where the Employee know, or have a reasonable suspicion, that bribery has occurred or is likely to occur in the business.
  + 1. It should be recognised that transparency is of paramount importance and, as a consequence, potential conflicts of interest involving family members, business activities and other occupations must all be declared.
  1. Reporting Incidents
     1. Everyone within the Company has a responsibility to speak out if they discover anything corrupt or otherwise improper occurring in relation to the business. The Company cannot maintain its integrity unless we do that. If an Employee discovers or suspect corruption, whether:
* by another member of staff;
* by a third party who represents the Company;
* by one of the Company’s suppliers or competitors;
* or by anyone else — perhaps even a customer seeking to get better terms from the Company
  + 1. They should report it to their line manager. If for any reason they cannot do this, they should report it to a senior member of staff. The Company will investigate all allegations of corruption immediately. The Company aims to encourage openness and will support anyone who raises genuine concerns in good faith under this policy ensuring no one suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting in good faith actual or potential bribery.
  1. Conclusion
     1. The Company takes this Policy very seriously. The Company’s reputation comes from the way its acts. Anyone who pays bribes on the Company’s behalf will be subject to disciplinary action. Equally, the Company will not penalise someone who loses business through not paying a bribe.
     2. If in doubt about anything in this policy, do not hesitate to contact the Compliance Manager.

Policy Status: Non Contractual

Application: All Employees (whether permanent, fixed-term or temporary), contractors, trainees, seconded staff, home workers, casual workers and agency staff and volunteers.

1. LATE OR MISSED VISITS PROCEDURE

This procedure has been designed to support the philosophy of care of the company and to comply with the statutory service standards. This procedure applies to all Service Users.

* 1. The Company will have in place a system to ensure that it is notified immediately, therefore able to initiate corrective action if a visit to a Service User is late or missed completely.
  2. The Agency will have in place easily understood procedures for Service Users to quickly and effectively inform the manager of the late non-arrival of booked care worker, and these arrangements will be communicated to all Service Users on a regular basis.

Procedure

* 1. Late visits
     1. Care workers who realise that they are going to be late for a visit must immediately contact the manager to inform them of the fact and the reasons for it.
     2. Irrespective of the method of notification of a later visit the likelihood of a later visit for more than 15 minutes, the Service User will be immediately contacted to inform them of the later visit, and also of the expected time of arrival of the care worker.
     3. The manager will immediately make any arrangements necessary to reduce the lateness of the visit to a minimum, including allocating other care workers to visit or other visits.
     4. The Registered Manager will be informed at the start of their next work on shift of all occurrences of later visits since the previous shift. The manager may choose to inform the Registered Manager while off-duty if the reason for the later visit indicates problems which may recur and affect other visits which you do on that immediately upcoming shifts.
     5. The later visit will be recorded, showing:
        + name of Service User;
        + visit booked time;
        + visit actual time;
        + visit booked duration;
        + visit actual duration;
        + care worker initially allocated;
        + care worker actually allocated;
        + reason for delay.
     6. The records of later visits will be discussed with managers at their monthly meeting, indexed on each of:
        + service user;
        + care worker initially allocated;
        + reason for delay.
     7. In order to identify trend information for action.
  2. Missed visits
     1. Care workers who realise that they are going to miss a visit must immediately contact the manager to inform them of the fact and the reasons for it.
     2. Irrespective of the method of notification of a missed visit the Service User will be immediately contacted to inform them that the booked visit will not occur, enquire as to what support the Service User requires, and arrange for that support to be delivered, including allocating alternative workers to the visit.
     3. The Registered Manager will be informed at the start of a next work shift of all occurrences of missed visits since the previous shift. The manager may choose to inform the Registered Manager while off-duty if the reason for missed visit indicates problems which may re-occur and affect other visits immediately upcoming shifts.
     4. The missed visit will be recorded, showing:
        + name of Service User;
        + visit booked time;
        + visit booked duration;
        + care worker allocated;
        + reason for missed visit;
        + note of discussion with Service User on support required, and arrangements made.
     5. The records of missed visits will be discussed with managers at their monthly meeting, indexed on each of:
        + service user;
        + care worker allocated;
        + reason for missed visit.
     6. In order to identify trend information for action.
     7. The Registered Manager will apologise to service users who experience late on missed visits, and the apology should be face-to-face in the event of repeated occurrences, with a clear explanation of the arrangements being made to remedy the contractual breach.
     8. Where required by the Local Authority or other commissioning organisation supply contract, late and missed visits will be reported to them in accordance with the contract.
  3. Outcome
     1. A care worker may be subject to disciplinary action if they are late or miss a visit. If the notification procedure above is not adhered to, then this would be classed as gross misconduct and may result in disciplinary action being taken up to and including a summary dismissal.

Policy Status: Non Contractual

Application: All Employees, Applicable Casual Staff

1. NON-CONTRACTUAL DISCIPLINARY PROCEDURE

This procedure has been designed to help and encourage Employees to achieve and maintain appropriate standards of conduct, attendance and job performance by establishing the facts quickly and dealing consistently and fairly with any disciplinary issues.

This disciplinary policy does not form part of the contract of employment and is meant as a guide to the procedures that will normally be followed when an Employee faces an allegation of misconduct or poor attendance/performance. As such the Company reserves the right to vary the procedure or omit stages where it believes it to be appropriate in the circumstances.

* 1. General Principles
     1. In most cases where a disciplinary matter arises it should be resolved at an early stage through informal discussion between the Employee and their line manager.
     2. Where the matter is not resolved informally or is of a serious nature this Policy will be implemented.
     3. All matters should be dealt with without unreasonable delay. However any time limits provided in this policy are for guidance purposes only. If it is not possible to adhere to any time limit it may be amended as appropriate to the circumstances.
     4. Under the formal procedure no disciplinary action will be taken against the Employee until the Company has fully investigated the allegations against them.
     5. During the formal procedure the Employee will be advised of the nature of the complaint against them and be given the opportunity to state their case before any decision is made.
     6. The Employee has the right to be accompanied at any disciplinary meeting by a trade union representative or fellow work colleague.
     7. Employees will not normally be dismissed for a first breach of discipline except in the case of gross misconduct, when the penalty may be dismissal without notice and without pay in lieu of notice.
     8. Normally, the procedure will be followed in the order of the stages set out below, however the Company reserves the right to jump stages where the seriousness of the allegation justifies doing so.
     9. Employees will have the right to appeal against any formal disciplinary action taken.
     10. Breaches of the Company disciplinary rules which can lead to disciplinary action are (this list gives examples only and is not exhaustive):-
* Failure to observe a reasonable order or instruction
* Failure to observe health and safety requirements
* Inadequate time keeping
* Absence from work without proper cause
* Theft or removal of the Company’s property or Service Users property
* Loss, damage or misuse of the Company’s property or Service Users property
* Conduct detrimental to the interests of the Company
* Incapacity to work due to being under the influence of alcohol or illegal drugs
* Physical assault or gross insubordination
* Criminal offence conviction which is liable adversely to affect the performance of the contract of employment and/or the relationship between the Employee and the Company
* Failure to comply with the Company’s Equal Opportunities Policy
  1. Temporary Removal from the Workplace or Duties
     1. Where an allegation of misconduct is made against an Employee the Company may consider whether it is necessary, given the nature of the allegation and circumstances of the workplace, to temporarily remove the Employee from the Workplace or their normal duties.
     2. Where this is considered necessary the removal may take the form of either;
* a temporary transfer of the Employee to an alternate position and or location, pending the completion of an investigation, or
* a suspension from the workplace throughout the duration of the investigation.
  + 1. Please note that any transfer/suspension is not a disciplinary sanction but rather it is a neutral act and does not imply any guilt on the part of the Employee or any pre-judgement on the part of the Company.
    2. Suspension would normally occur immediately following an incident or as soon as reasonably practicable after an allegation comes to light.
    3. Suspension will normally be carried out in a face to face meeting and confirmed in writing without unreasonable delay.
    4. Suspended Employees must only contact other Employees through a named contact in the Company. Any attempt by the Employee to contact other witnesses or any complainant will be seen as an attempt to interfere with the integrity of the investigation or to harass or threaten.
    5. Employees should not attend the Company premises or Service Users homes at anytime while on suspension without prior agreement.
    6. During the suspension Employees must be available throughout their normal working hours to assist in the investigation or with any work queries. Therefore, Employees must not leave the area, go abroad or otherwise make arrangements which would result in them being unavailable throughout the duration of the suspension save with prior authorisation.
    7. Any suspension would normally be on full pay.
  1. Informal Action
     1. All Employees are responsible for ensuring that they undertake their duties in accordance with required standards.
     2. In the normal course of their duties Managers/Supervisors will where necessary informally remind Employees of workplace rules or appropriate standards particularly where minor breaches of conduct have taken place.
     3. They may provide advice and/or encouragement to help Employees remedy any failing.
     4. Informal actions can range from a brief discussion(s) through to reminders confirmed to Employees in writing which should clarify or restate expectations, the reasons for these and possible consequences of Employees failing to apply them.
     5. If, during such a discussion, the matter becomes more formal, the discussion should be adjourned. The Line Manager should make it clear that the matter will be pursued under the Disciplinary Policy.
     6. Where informal action does not bring about the necessary improvement or where the matter in question is more serious, then the formal disciplinary procedure will apply.
  2. Formal Action Outcome: Verbal Warning
     1. Formal Verbal Warnings would be issued where the offence involves a first instance of minor misconduct on the part of the Employee.
     2. The warning will give written details of the complaint, the improvement or change in behaviour or conduct required, the timescale allowed for this and the right of appeal.
     3. A record of the Verbal Warning will be kept on the Employee’s personnel file.
     4. Any Verbal Warning will remain active for a period of 12 months. After that period a Verbal Warning will be considered spent for the purposes of further disciplinary action.
     5. The Company reserves the right to bypass the Verbal Warning stage should the offence be sufficiently serious in nature or where the offences while minor in nature are numerous or repeated.
  3. Formal Action Outcome: First Written Warning
     1. A First Written Warning would be issued where the offence involves; a more serious act of misconduct, repeated acts of minor misconduct, a failure to comply with the terms of any Verbal Warning or further misconduct while a Verbal Warning remains active.
     2. The warning will give written details of the complaint, the improvement or change in behaviour or conduct required, the timescale allowed for this, the likely effect of further offences and the right of appeal.
     3. A record of any First Written Warning will be kept on the Employee’s personnel file.
     4. Unless there are exceptional circumstances any First Written Warning will remain active for a period of 12 months only. After that period a First Written Warning will be considered spent for the purposes of further disciplinary action.
     5. The Company reserves the right to bypass the First Written Warning stage should the offence be sufficiently serious in nature.
  4. Formal Action Outcome: Final Written Warning
     1. A Final Written Warning would be issued where the offence involves; a very serious act of misconduct falling just below the standard of gross misconduct or repeated misconduct during the period a First Written Warning Remains active.
     2. The warning will give written details of the complaint, the improvement or change in behaviour or conduct required, the timescale allowed for this and the right of appeal.
     3. Here the written details of the warning should also warn the Employee that further offences during the time the warning remains active could result in their dismissal on notice.
     4. A record of any Final Written Warning will be kept on the Employee’s personnel file.
     5. Unless there are exceptional circumstances any Final Written Warning will remain active for a period of 12 months only. After that period a Final Written Warning will be considered spent for the purposes of further disciplinary action.
  5. Formal Action Outcome: Dismissal
     1. Dismissal will be considered if; the Employee has failed to comply with the terms of any Final Written Warning issued, if there are repeated offences of misconduct during the period a Final Written Warning remains active or if the Employee has committed an act of Gross Misconduct.
     2. When dismissed, the Employee will be advised in writing of the reason for the dismissal, the date on which the employment will terminate, any notice payments (or payment in lieu of notice) and details of their right of appeal.
     3. In cases of Gross Misconduct Employees may be dismissed summarily without notice.
  6. Formal Action: Procedure
     1. No formal disciplinary action will be taken without a disciplinary hearing.
     2. Should a formal grievance be lodged by the Employee during the course of the disciplinary process, the disciplinary hearing may still proceed although before doing so, an assessment will be made as to the nature of the grievance and its relevance to the disciplinary process. Grievances which relate solely to the disciplinary process itself may be dealt with concurrently.
  7. Investigation
     1. Before taking any formal disciplinary action the Company will investigate as much as is reasonable in the circumstances.
     2. Where it is necessary and to ensure fairness and objectivity the Company will appoint a suitable Investigator to consider all the relevant facts about the alleged misconduct.
     3. Employees may be required to attend an Investigatory Meeting as part of the investigation procedure. Such a meeting will only be a fact finding meeting and not a disciplinary hearing.
     4. If there are witnesses the Investigator will be responsible for interviewing them and obtaining written statements.
     5. The investigation should be concluded as quickly as possible without unreasonable delay.
     6. If at the end of the investigation if it is decided there is a case to answer then the Employee will be invited to a disciplinary hearing.
  8. Invitation and Attendance
     1. The Company will set out in writing the alleged conduct or other circumstances which lead the Company to contemplate dismissing the Employee or taking disciplinary action against them and the basis for the allegation. The Company will ensure a copy of this is included/sent to the Employee along with an invite to attend a disciplinary meeting to discuss the matter.
     2. The letter will also confirm what potential outcomes there could be and highlight to the Employee if the allegation is one (if founded) which could amount to Gross Misconduct or result in the Employee’s dismissal.
     3. In advance of any disciplinary hearing and where appropriate the Company will look to provide the Employee with copies of, or access to any evidence collected as part of the investigation into the alleged offence.
     4. Employees may be accompanied to any disciplinary meeting by a fellow worker or by a representative of a trade union who meets the statutory requirements. Please note that it is the Employee’s responsibility to secure the attendance at any hearing of any fellow work colleague or trade union representative.
     5. Employees should generally be given at least two working days’ notice in writing, of the hearing date to ensure they have reasonable opportunity to consider their response.
     6. Employees must take all reasonable steps to attend the meeting.
     7. If the time or date proposed for the meeting is for good reason unsuitable for either the Employee or for their companion, the Employee may ask to postpone the meeting by up to 5 working days. No further rescheduling will be considered unless the reasons provided for non attendance are exceptional.
     8. Should the Employee refuse or fail to attend a disciplinary hearing without good reason, this may be considered a failure to comply with a reasonable instruction on the part of the Employee. In such circumstances the Employee will be reminded of their obligation to attend and informed that the Company will be entitled to make a decision on the evidence available at any re-arranged hearing in their absence.
  9. Hearing
     1. Wherever possible a note-taker should be present to ensure an accurate written record of the Hearing is produced.
     2. Employees should be afforded every opportunity in the Hearing to state their case fully.
     3. The Employee’s companion may put forward the Employee’s case, sum up that case or with the Employee’s permission respond to a view expressed at the hearing. However the companion may not answer questions of fact on behalf of the Employee or use their right to attend to prevent the Company or any other party explaining the case.
     4. The Hearing may be adjourned in exceptional circumstances to allow unexpected matters which come to light in the hearing to be investigated.
     5. The proceedings, any statements and all documents and records relating to disciplinary hearings will be kept confidential.
  10. Decision
      1. A decision would not normally be provided until the manager/supervisor responsible has had time to consider their matters put forward in the hearing.
      2. Wherever possible the Company will write to the Employee confirming the decision within five working days of the close of the hearing detailing any applicable sanction and confirming the Employee’s right to appeal.
      3. Any sanction will take effect from the date a decision is made.
  11. Appeal
      1. Should the Employee wish to appeal the decision they must do so in writing within 10 working days from the date of the decision. The Employee must include full details of their grounds for appeal.
      2. Upon receipt of any application of appeal the Company shall invite the Employee to a disciplinary appeal hearing. The appeal hearing should normally take place as soon as possible following the receipt of the application.
      3. The Employee must take all reasonable steps to attend the meeting.
      4. The Employee may be accompanied to any disciplinary appeal meeting by a fellow worker or by a representative of a trade union who meets the statutory requirements. Please note that it is the Employee’s responsibility to secure the attendance at any hearing of any fellow work colleague or trade union representative.
      5. If the time or date proposed for the meeting is for good reason unsuitable for either the Employee or for their companion, the Employee may ask to postpone the meeting by up to 5 working days. No further rescheduling will be considered unless the reasons provided for non attendance are exceptional.
      6. Wherever possible a manager not previously involved in the original hearing (who will normally be at a more senior level than the manager who imposed the original penalty) will conduct the appeal hearing.
      7. The appeal hearing would normally be by way of a review of the decision of the disciplinary hearing and not by way of a full rehearing.
  12. Appeal Decision
      1. The disciplinary sanction originally imposed cannot be increased upon appeal.
      2. The chair of the disciplinary appeal hear may:
* Uphold the decision of the original disciplinary
* Substitute the penalty imposed for a lesser sanction
* Remove any disciplinary sanction imposed
  + 1. Whenever possible the decision of the disciplinary appeal hearing will be sent to the Employee in writing within five working days of the hearing confirming the outcome of the appeal (whether the decision of the Disciplinary Hearing is upheld, removed or reduced) and that there is no further avenue for appeal.
  1. Illness and Disciplinary
     1. It is recognised that the completion of any disciplinary process without unreasonable delay is beneficial for both the Company and the Employee.
     2. Employees subject to disciplinary hearings may sometimes be unable to attend any meeting or hearing by reason of ill health. In such circumstances the Employee will be required to report the illness to the Company immediately and submit a medical certificate from their GP (on the first day of absence) confirming they are unfit to attend such a meeting.
     3. Where the illness is short-term, the meeting or hearing may be arranged for a later date. Where the Employee is too ill to attend a meeting or hearing in the reasonably near future the Company will look at the best way of progressing the matter taking all reasonable measures to accommodate the needs of the Employee.
     4. The Company in consultation with the Employee will decide on the best method for proceeding, the options considered will include:
* submissions from the Employee’s representative,
* allowing the Employee to make written representations,
* holding the meeting via teleconference at the Employee’s home or other appropriate venue.
  + 1. If the Employee refuses to any and all reasonable suggestions as to how best to progress the matter the Company may have no option but to hold a hearing without the Employee and base any decisions on the information available.

Policy Status: Non Contractual

Application: All Employees

1. POOR PERFORMANCE PROCEDURE

This Policy is intended to create a framework to help the Company minimise and deal with poor performance, persistent short term absence and long term ill health capability. This has benefits for both Employees and the Company and its aim is to promote the resolution of issues quickly and informally and enhance the personal development of Employees. It is hoped that by encouraging and supporting Employees they will be afforded every opportunity to meet the standard of work expected of the Company.

This Policy should be read in conjunction with the Company’s Disciplinary Procedure and will be applied objectively, fairly and consistently.

* 1. General
     1. The procedures will seek to assess the needs of Employees and help facilitate effective and acceptable performance by the provision of support, encouragement, guidance and training. This policy also recognises the importance of dealing with capability issues without undue delay.
     2. The purpose of this procedure is to ensure a consistent and fair approach is adopted when the Employee is unable to meet the standards required in their job for reasons other than misconduct and will be used for Employees who are under-performing or have been persistently absent for short periods.
     3. The Employee has the right to be accompanied at any formal performance meeting by a trade union representative or fellow work colleague.
     4. In most cases where a performance matter arises it should be resolved at an early stage through informal discussion between the Employee and their line manager.
  2. Poor Performance
     1. Poor performance is not just sub-standard work but a combination of quality, quantity, conduct, behaviour and attitude. It is differentiated from misconduct which where appropriate will be treated separately. The following situations are examples of issues that would normally be dealt with using this policy:
* failure to meet realistic set targets/objectives or the expectations/requirements of the post,;
* inability to cope with a reasonable volume of work to a satisfactory standard (low productivity);
* poor interpersonal skills, lack of commitment and drive;
* poor standards of work e.g. frequent mistakes;
* inability to cope with instructions given or apply skills and knowledge in the workplace.
  + 1. It is recognised that poor performance is often attributable to some or all of the following:
* lack of appropriate training;
* inexperience;
* lack of key skills or aptitudes.
  + 1. Issues relating to the Employee’s conduct should be dealt with under the Company’s Disciplinary Procedure, and the following situations are examples of such issues:
* negligence or carelessness/recklessness in working practices;
* failure to follow Company policies/procedures or a reasonable instruction, non-compliance with professional or health & safety obligations (as appropriate).
  1. Expected Levels of Performance
     1. All Employees have a personal responsibility to achieve a satisfactory level of performance to all standards specified by the Company.
     2. The Company will set out the required standard of work both during the Employee’s induction period and throughout their career. Where appropriate the Company will implement specific targets and goals and communicate these to the Employee and it reserves the right to review, change or revoke these targets from time to time with the changing needs of the business. Some standards of performance may be imposed by external organisations (e.g. specific professional rules) and the Employee is required to comply with these. The Company will give as much assistance as practicable to help Employees achieve the required standards.
     3. Where applicable any targets set will be ‘SMART’ i.e.
* Specific – a clear and concise statement of the target
* Measurable – to be able to be assessed objectively and a result specified
* Attainable – Employees are able to achieve these targets in respect of time, cost, resources and difficulty
* Relevant – the target is directly related to the Employee’s role/team/department
* Time Frame – give specific dates or time for completion
  + 1. Employees are expected to ensure that their level of performance at all times meets the required standard and that they take advantage of any training or support identified as necessary and appropriate for their position.
    2. The Company appreciates that the Employee’s individual circumstances may affect their performance, such as health reasons or personal problems and will consider and attempt to deal with these issues objectively. Performance will be assessed on an individual basis.
    3. Employees should make their line manager aware at an early stage if they are struggling to perform according to the standards required of their job for whatever reason or if they need any additional training or support.
  1. Performance Management Procedure

* + 1. The Employee’s performance will be informally and formally reviewed throughout the Employee’s employment with the Company and they will be provided with coaching and additional training in order to maintain and improve their performance. However, in the case that the Employee’s work does not reach, or falls below the required standard of performance as determined by the Company or their performance is deemed unsatisfactory the following procedure will apply. The Company will initiate a 3 stage procedure:

1. Informal performance discussions
2. Informal performance review
3. Formal performance review procedure
   * 1. The following procedure is a guideline only and the Company may use its discretion to proceed to the formal stages of the policy should it be deemed that the Employee’s performance has reached an unsatisfactory level and the Company do not believe it can be rectified with an informal procedure.
   1. Informal Performance Discussions
      1. Employees and their Line Manager should work together at all times to minimise the risk of poor performance.
      2. The Employee’s Line Manager may undertake an informal procedure at any time in relation to poor performance which may include on the job coaching/training or performance discussions or meetings. Employees will be assisted to overcome hurdles and helped to learn the required skills to achieve the targets and objectives set.
      3. It is the intention of the Company to resolve issues of poor performance through informal methods whenever possible, however, the Company realise that this may not always be appropriate. The Company will assess the performance of the Employee and decide whether an informal approach has been sufficient to improve the Employee’s performance and whether they feel that they should instigate a formal procedure. The Company and the Employee’s Line Manager will determine its next steps following the informal procedure and decide whether the Employee’s performance has reached a satisfactory level or above, requires further informal contact or whether a formal approach should be taken.
   2. Informal Performance Review Meeting
      1. The Employee will be invited to a meeting to be chaired by either the Employee’s Line Manager or the next appropriate person and the Company will nominate a note taker to take full and accurate minutes. The meeting is not a disciplinary hearing however the Employee will be offered the right to be accompanied by a fellow work colleague or trade union representative. The aim of the meeting is to establish the reasons for any poor performance and to attempt to develop an action plan to help the Employee meet the required standards.
      2. The Line Manager should provide full details on the areas of the Employee’s performance which have given cause for concern and examples or evidence of the problem areas should be collected and provided to the Employee. The Company encourage the Employee to actively contribute to the meeting and provide their opinion on the issues raised.
      3. The Employee should disclose any background issues that may have affected their performance during the meeting, any information provided will be treated confidentially. The Company encourage that the meeting is an honest open discussion as discretion may be exercised when setting suitable targets depending on the circumstances of the Employee. The Company will investigate and discuss additional support and or training if applicable to help the Employee improve and agree a suitable plan and time period for implementation.
      4. The Employee’s Manager should establish reasonable targets for the Employee to achieve (seeking their agreement where possible) and communicate a plan for monitoring and review, including relevant time periods. The Employee should be warned that failing to achieve improvement targets within any review period may result in disciplinary action.

**Outcome of Informal Performance Review**

* + 1. Following the meeting the Employee will be sent a letter outlining the issues discussed and the procedure to be followed. In particular the letter should highlight;
* the aspects of their performance that are not satisfactory,
* the improvements that are expected to be made (including any SMART targets if appropriate),
* the relevant timescales for achieving that improvement,
* the details of any monitoring and review;
* the support the Company will offer, e.g. training and regular meetings (where appropriate),
* Whether the Company will consider disciplinary action should the Employee fail to improve within the monitoring period.

**Monitoring and review**

* + 1. Any monitoring period put in place will be set according to the individual circumstances. Such period will be reasonable and realistic given the improvements which need to be made by the Employee and timetable for any appropriate training and support. The longer the monitoring period the more likely it will be that the manager will schedule interim progress/review meetings to check for improvements and deal with any new issues. The manager will further document any review that takes place.
    2. At the end of any monitoring period and in the event that the informal procedure has not been successful the Company will look to invite the Employee to a further Formal Performance Review meeting to discuss their progress during the monitoring period. The Company reserves the right to request the Employee attend a Formal Performance Review meeting at any stage during the monitoring period.
  1. Formal Performance Review Procedure
     1. At each stage of the formal procedure the Employee will receive a written invitation to any formal performance review meeting. The Employee will be offered the right to be accompanied by a fellow work colleague or trade union representative at the meeting if they choose to do so. A brief outline of the matters to be discussed, the aspects of Employee’s performance which have given rise to concern will be detailed and a copy of this Policy will be given to the Employee.
     2. The Employee will be warned that one possible outcome of the meeting could be a warning or other Formal Action as appropriate in the circumstances.
     3. The meeting will be chaired by either the Employee’s Line Manager or the next appropriate person and the Company will nominate a note taker to take full and accurate minutes. The meeting will be to discuss their performance throughout the monitoring period, look at any methods of supporting the Employee and consider if formal action is necessary.
  2. Levels of Formal Action
     1. There are three levels of formal action that will be used. Depending on the individual circumstances, the Company may use its discretion and some levels may be skipped.

**Formal Action Outcome:**  **– Improvement Notice**

* + 1. In cases of poor performance or unacceptably low levels of attendance, the Employee may be given an improvement notice akin to a first written warning. The improvement notice would provide the following information:
* an explanation of the reasons for the improvement notice;
* the improvements that are expected to be made,
* the relevant timescales for achieving that improvement,
* the details of any monitoring and review;
* the support the Company will offer, e.g. training and regular meetings (where appropriate),
* an explanation of the consequences of any repetition of the poor performance/attendance or failure to improve the performance/attendance to an acceptable level; and
* information as to the Employee’s right to appeal against the capability decision.
  + 1. During the review period given in the improvement notice, the Employee’s performance/attendance will be monitored and at the end of the review period, the Company will inform the Employee of the next step:
* if the Company is satisfied with the Employee’s performance or levels of attendance, then no further action will be taken;
* if the Company is not satisfied with the Employee’s performance/attendance, then further action may be taken; or
* where appropriate, the review period may be extended.
  + 1. Unless the circumstances require otherwise any improvement notice will normally remain in force for six months. A copy of the improvement notice will be kept on the Employee’s personnel file and will normally be disregarded for capability purposes after a period of 6 months, or any other period specified in the improvement notice, subject to satisfactory performance/attendance during that time, but will form a permanent part of the Employee’s personnel record.

**Formal Action Outcome:**  **– Final Written Warning**

* + 1. In the event of a failure to improve or change performance/absence levels during the currency of a prior improvement notice, or where the poor performance/attendance is sufficiently serious to warrant only one written warning, a final written warning may be given to the Employee. The Employee will be given the following information:
* an explanation of the reasons for the final written warning;
* the improvements that are expected to be made,
* the relevant timescales for achieving that improvement,
* the details of any monitoring and review;
* the support the Company will offer, e.g. training and regular meetings (where appropriate),
* an explanation that any repetition of the poor performance/attendance or failure to improve performance/attendance to an acceptable level will render the Employee liable to dismissal; and
* information as to the Employee’s right to appeal against the capability decision.
  + 1. During the review period given in the final written warning, the Employee’s performance/attendance will be monitored and at the end of the review period, the Company will inform the Employee of the next step:
* if the Company is satisfied with the Employee’s performance or levels of attendance, then no further action will be taken;
* if the Company is not satisfied with the Employee’s performance/attendance, further action may be taken; or
* where appropriate, the review period may be extended.
  + 1. Unless the circumstances require otherwise any final written warning will normally remain in force for 12 months and a copy of the final written warning will be kept on the Employee’s personnel file. In exceptional cases, depending upon the seriousness and nature of the poor performance/attendance, the period that the final written warning remains in force may be longer. The final written warning will normally be disregarded for capability purposes after 12 months, subject to satisfactory performance/attendance during that time, but will form a permanent part of the Employee’s personnel file.

Formal Action Outcome: –Dismissal or other sanction

* + 1. In the event of a failure to improve or change performance/absence levels during the currency of a prior warning, or where performance/absence is sufficiently serious to justify doing so dismissal may be considered.
    2. In the case of dismissal (including summary dismissal), the Employee will, as soon as is reasonably practicable, be provided with written confirmation of the dismissal which will set out the following:
* details of the reason for the dismissal;
* the date on which the employment terminated or will terminate;
* the appropriate period of notice or pay in lieu of notice (if any); and
* advice as to their right to appeal against the dismissal.
  1. 14.13 Appeal
     1. Should the Employee wish to appeal the decision they must do so in writing within 10 working days from the date of the decision. The Employee must include full details of their grounds for appeal.
     2. Upon receipt of any application of appeal the Company shall invite the Employee to an appeal hearing. The appeal hearing should normally take pace as soon as possible following the receipt of the application.
     3. The Employee must take all reasonable steps to attend the meeting.
     4. The Employee may be accompanied to any appeal meeting by a fellow worker or by a representative of a trade union who meets the statutory requirements. Please note that it is the Employee’s responsibility to secure the attendance at any hearing of any fellow work colleague or trade union representative.
     5. If the time or date proposed for the meeting is for good reason unsuitable for either the Employee or for their companion, the Employee may ask to postpone the meeting by up to 5 working days. No further rescheduling will be considered unless the reasons provided for non attendance are exceptional.
     6. Wherever possible a manager not previously involved in the original hearing (who will normally be at a more senior level than the manager who imposed the original penalty) will conduct the appeal hearing.
     7. The appeal hearing would normally be by way of a review of the decision of the disciplinary hearing and not by way of a full rehearing.
  2. Appeal Decision
     1. The disciplinary sanction originally imposed cannot be increased upon appeal.
     2. The chair of the disciplinary appeal hearing may:
* Uphold the decision of the original disciplinary
* Substitute the penalty imposed for a lesser sanction
* Remove any disciplinary sanction imposed
* Whenever possible the decision of the disciplinary appeal hearing will be sent to the Employee in writing within five working days of the hearing confirming the outcome of the appeal (whether the decision of the Disciplinary Hearing is upheld, removed or reduced) and that there is no further avenue for appeal.
  + 1. Wherever possible, the appeal will be heard by **a person** who has not been involved in the capability meeting and if possible, more senior than the person who heard the capability hearing (the Appeal Chairperson). If there is no internal person available to hear the appeal, an external consultant may act as Appeal Chairperson.
    2. The Appeal Chairperson's decision will be final. There is no further right of appeal.

Policy Status: Non Contractual

Application: All Employees

1. NON-CONTRACTUAL GRIEVANCE PROCEDURE

It is the aim of the Company to maintain good working conditions and to foster good working relationships between Employees. However it is recognised that occasions may arise where a member of staff is dissatisfied with matters related to their employment.

This policy is designed to ensure the Company can provide a fair, consistent and effective method for such matters to be raised and concluded without unreasonable delay.

This Grievance policy does not form part of the contract of employment and is meant as a guide to the procedures that will normally be followed when an Employee raises a grievance. As such the Company reserves the right to vary the procedure or omit stages where it believes it to appropriate in the circumstances. However, where applicable, the Company will ensure that any procedure followed will comply with the current statutory minimum.

* 1. General Principles
     1. This procedure will apply to any complaint by an Employee about action which the Company has taken or is contemplating taking in relation to them (subject to the exclusions listed below).
     2. In most cases where a non-written grievance arises it should be resolved at an early stage through informal discussion between the Employee and their Line Manager.
     3. Employees have the right to be represented at all stages of the formal procedure by a trade union representative or work colleague.
     4. At all stages matters should be dealt with without unreasonable delay.
     5. Any time limits provided in this policy are for guidance purposes only. If it is not possible to adhere to any time limit it may be amended as appropriate to the circumstances.
     6. No decision shall be reached under the Formal Procedure without the Employee first being invited to attend a grievance meeting.
     7. The Employee will have the right to appeal any decision reached in respect of a grievance dealt with under the Formal Procedure.
     8. No Employee will be subjected to a detriment for raising a genuinely believed grievance (i.e. one that is not vexatious or malicious in intent).
  2. Informal Procedure
     1. All Employees are encouraged to discuss any grievances they may have informally with their Line Manager in the first instance.
     2. The Manager will make every reasonable attempt to adequately resolve any issue without unreasonable delay.
     3. Wherever possible the Manager should meet informally with the Employee within five working days to discuss the outcome. A note should be made of this meeting, citing the issues raised, and the proposed or agreed resolution.
     4. If at any stage prior to or during the informal procedure the grievance is put in writing to the Company or the Employee indicates their dissatisfaction with the informal process then the Formal Procedure will be triggered.
     5. Use of the informal procedure will not preclude the Employee from utilising the formal Standard Procedure should they wish to take the matter further.
     6. Should an issue remain unresolved at the end of an informal process and the Employee is unwilling to utilise the formal process the Company will require confirmation in writing from the Employee of their decision.
  3. Formal Stage: Standard Grievance Procedure

**Written Statement of Grievance**

* + 1. Employees wanting matters dealt with via the Formal Procedure need to set out their concerns in writing to their line manager, providing as much detail as possible about the specifics of the grievance and the remedy sought.
    2. If the grievance is in relation to the applicable Manager the written statement should be presented to their superior.
    3. Employees must take all reasonable steps to present their written statement of grievance to the Company without unreasonable delay. Unreasonable delay in presenting a written statement of grievance may inhibit the Company’s ability to adequately investigate and respond to the matters.
    4. Upon receipt of the grievance the Company will write back to the Employee acknowledging the content and advising them of the procedure and detailing who will be dealing with the grievance.

**Grievance Meeting**

* + 1. The Person managing the grievance will then look to investigate all the matters raised by the Employee.
    2. Once the individual responsible has reasonable opportunity to investigate the content of the written statement of grievance the Employee will be invited to attend a grievance meeting to discuss the matter.
    3. The timing and location of the grievance meeting must be reasonable.
    4. The Company will endeavour to convene a grievance meeting without unreasonable delay following receipt of the grievance. Delays may occur where the matters raised are complex or individuals key to the process are unavailable
    5. The Employee will normally receive the invitation two working days in advance of the grievance meeting.
    6. The invite shall remind the Employee of their right to be accompanied to the meeting by a fellow worker or by a trade union representative.
    7. The Employee must take all reasonable steps to attend the meeting.
    8. If the time or date proposed for the meeting is for good reason unsuitable for either the Employee or for their companion, the Employee may ask to postpone the meeting by up to 5 working days. No further rescheduling will be considered unless the reasons provided for non attendance are exceptional.
    9. The Employee’s companion may put forward the Employee’s case, sum up that case or with the Employee’s permission respond to a view expressed at the hearing. However the companion may not answer questions of fact on behalf of the Employee.
    10. The grievance meeting may be adjourned to allow matters raised during the course of the meeting to be investigated.
    11. Full minutes should be taken of the meeting and they should detail all matters raised and responses given.
    12. Once any additional inquires have been completed by the person managing the grievance the Employee will be notified in writing of any decision and given the right to appeal.

**Decision**

* + 1. The Employee will generally be notified of the outcome in writing as soon practicable after the meeting.
    2. The notification will; address the points raised by the Employee, confirm whether the grievance or any part thereof is upheld and confirm what remedies if any will be put in place.
    3. The notification will also inform the Employee of their right to appeal.

**Appeal**

* + 1. If the Employee wishes to appeal against the outcome of the grievance meeting they must do so in writing within ten working days of receiving the decision. The appeal letter should set out the grounds upon which the Employee intends to appeal.
    2. Once the Company has been notified of the Employee’s intention to appeal an invitation to a grievance appeal meeting will be sent by the Company.
    3. A grievance appeal meeting will normally be convened without unreasonable delay following receipt of notice that the Employee wishes to appeal.
    4. The Employee will normally receive an invitation to an appeal two working days in advance of the grievance appeal meeting.
    5. The invite shall remind the Employee of their right to be accompanied to the appeal meeting by a fellow worker or by a trade union representative.
    6. The Employee must take all reasonable steps to attend the meeting.
    7. The companion’s role in the appeal meeting and the rescheduling requirements are the same as those that applied at the grievance meeting.
    8. Full minutes should be taken of the meeting and they should detail all matters raised and responses given.
    9. A manager not previously involved in the original hearing who will normally be at a more senior level than the person who managed the initial grievance will conduct the appeal meeting.

**Appeal Decision**

* + 1. The Employee will generally be notified of the outcome in writing within five working days of the meeting.
    2. The notification will confirm that there is no further avenue for appeal.
  1. Withdrawing a Grievance
     1. The Employee can withdraw their grievance at any stage. To do so the Employee must write to person responsible for investigating their grievance confirming their decision; that the matter is resolved and that the Company need take no further action.
  2. Records
     1. Records should be kept accurately detailing the nature of any grievance raised, the Company’s response, any action required or taken, any appeal and appeal outcome.
     2. These records will be kept confidential and retained in the personal file of the Employee(s) who raised the grievance.

Policy Status: Non Contractual

Application: All Employees

1. WHISTLE BLOWING

The Company is committed to being open, honest and accountable. In line with that commitment the Company encourage Employees and others with serious concerns about any aspect of the Company’s work to come forward and raise those concerns.

This policy is written in the context of the Public Interest Disclosure Act 1998 (PIDA) which provides additional protection to workers who “blow the whistle” about specific forms of malpractice and wrongdoing within their organisation.

This policy will normally not deal with matters which concerns a complaint by Employees about action which the Company has taken or is contemplating taking in relation to them or their position. In such circumstances the Employees concerned should utilise the Company Grievance Procedure.

* 1. General Principles
     1. All Employees have a duty to maintain appropriate confidentiality in relation to their Company's affairs (this is an explicit term in all contracts of employment). However, where an individual discovers activities or information that they believe shows malpractice/wrongdoing, this information should be disclosed in accordance with the process outlined below.
     2. This Policy aims to encourage all staff to raise any serious concerns they may have about colleagues or their Company with confidence, at the earliest opportunity and without fear of resultant detriment or disadvantage;
  2. Qualifying Disclosure
     1. The Company encourages any worker to come forward with any information which the worker reasonably believes is disclosed in the public interest and tends to show any;
* criminal offence or activity
* failure to comply with a legal obligation
* miscarriage of justice
* action or inaction which could endanger an individual's health and safety
* damage to the environment
* attempt to deliberately conceal any of the above
  + 1. The matter should be raised whether it is has happened, is continuing to happen, or is likely to take place in the future.
  1. Internal Procedures

**Stage One**

* + 1. Employees should in the first instance approach their Line Manager informally if they have any concerns about any potential malpractice within the organisation. There is no special procedure for doing this—they can tell that person about the problem or put it in writing if they prefer.
    2. The Manager will make every reasonable attempt to adequately resolve any issue without unreasonable delay.
    3. If at any time it becomes clear that the allegation requires further investigation the manager may pass the details on to a more senior Manager. Any such referral will be discussed with the reporting Employee beforehand.

**Stage Two**

* + 1. If given the circumstances it would be inappropriate to raise the concern with their Line Manager, or if the seriousness and sensitivity of the matter require it, Employees may raise their concerns directly with a more senior Manager.
    2. Employees should specify if they wish for the matter to be dealt with in confidence so that appropriate arrangements can be made.
    3. Employees may be asked to set out their concerns in writing detailing the basis for their belief and what resolution is sought.
    4. The way in which the matter is dealt with will depend greatly on the nature and scope of the allegation. However, once the matter has been passed to a senior Manager they will commence a full investigation.
    5. The senior Manager will insure where possible the reporting Employee is informed of the progress, outcome and any action taken as a result of the investigation (subject to legal constraint or confidentiality).
    6. All matters raised will be dealt with without unreasonable delay.

**Stage Three**

* + 1. Where following stage one and two a satisfactory outcome within a reasonable timescale has not been reached the reporting Employee may refer the matter to an appropriate individual of higher authority for investigation and resolution.
  1. Raising Issues Externally
     1. The main purpose of this policy is to give Employees the opportunity and protection they need to raise concerns internally. The Company would expect that in almost all cases raising concerns internally would be the most appropriate action for them to take.
     2. However, if for whatever reason, they feel they cannot raise their concerns internally and they reasonably believe the information and any allegations are substantially true, they can consider raising the matter with an appropriate external regulator.
     3. Please be aware that whistleblowers who make wider external disclosures will only be protected (from dismissal or suffering detrimental treatment) in certain circumstances. The Company strongly encourages Employees take legal advice before following this course of action since we believe it will be in Employees’ own interests to do so.
  2. Protection
     1. Disclosures to the Company will be protected, provided that the reporting Employee has a reasonable belief that the disclosure was made in the public interest and the contents are true.
     2. The Company recognises the decision to make a disclosure may be a difficult one for the Employee, as such where a qualifying disclosure is made the Company will take all reasonable steps to protect a reporting Employee from being placed at any detriment or disadvantage as a consequence.
     3. Further the Company will not tolerate any harassment or victimisation against a reporting Employee and will take any reasonable action to protect the Employee.
     4. Any protected disclosure made will be treated confidentially; the details of the reporting Employee will not be revealed unless the Company is under legal obligation to do so. However, there may be circumstances as where action may not be taken without the source of the information being revealed. In such circumstances matters will be discussed with the reporting Employee in advance.
  3. Malicious Disclosures
     1. To ensure the protection of all our Employees, those who maliciously make an allegation they do not reasonably believe to be true and/or made in the public interest may be liable to disciplinary action.

Policy Status: Non Contractual

Application: All Employees

1. EQUALITY OF OPPORTUNITY POLICY

The Company provides services for South Asian people. The Company is committed to equality of opportunity for all Employees/potential Employees and aims to promote equality and diversity in all policies, practices and procedures. The Company’s aim is to create a positive working environment free from discrimination, victimisation or harassment in which all Employees/potential Employees can expect fair, equitable and consistent treatment.

* 1. General
     1. The Company is committed to treating all its Employees, workers and job applicants equally and with dignity and respect. No Employee or potential Employee will receive less favourable treatment because of any 'protected characteristic' specifically:

|  |  |
| --- | --- |
| * Age | * Disability |
| * Gender Reassignment | * Sex |
| * Race, Colour, Nationality,   Ethnic or National Origins | * Marriage or Civil Partnership   Status |
| * Religion or Belief | * Sexual Orientation |

* + 1. The Company’s aims to maintain equability of opportunity across the business and particular focus will be given to:

|  |  |
| --- | --- |
| * Recruitment | * Promotion |
| * Appraisals | * Training |
| * Terms and Conditions | * Facilities |
| * Grievance Procedures | * Disciplinary Procedures |
| * Dismissals | * Redundancies |

* + 1. All staff have a duty to act in accordance with this policy and to treat colleagues appropriately at all times and not to discriminate against, harass or victimise others, regardless of their status. Any form of discrimination will be treated as a disciplinary offence and in certain circumstances, Employees can be personally liable for discrimination against a fellow Employee or a job applicant.
    2. All staff members are required to comply with the principles of equality of opportunity when dealing with other Employees (including temporary or agency staff, consultants or former Employees), job applicants, visitors, clients, suppliers, customers and contacts of the Company as well as anyone else with whom they come into contact during the course of their employment.
    3. The principles of this policy shall apply both in the workplace and outside the workplace in the context of work related matter such as work-related social events, business trips, networking events, training or customer/supplier events.
  1. Types of Discrimination
     1. Discrimination by or against Employees is generally prohibited unless there is a specific legal exemption. The Company is committed to providing a workplace where everyone has the right to work in an environment which promotes equal opportunities and prohibits any of the following discriminatory practices:
* **Direct Discrimination** occurs when a person is treated less favourably than another because of a protected characteristic they have or are thought to have, or because they associate with someone who has a protected characteristic.
* **Indirect Discrimination** occurs where someone is disadvantaged by an unjustified provision, criterion or practice that also puts other people with the same protected characteristic at a particular disadvantage.
* **Victimisation** occurs where someone is treated less favourably because they have asserted their right not to be discriminated against because of a protected characteristic.
* **Harassment** occurs when someone engages in unwanted conduct that has the purpose or effect of violating someone's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. Harassment is dealt with further in our Anti-harassment and Bullying Policy.
  1. Recruitment
     1. We aim to ensure that no job applicant suffers discrimination because of any of the protected characteristics above as such the Company will wherever possible apply the following principles to any recruitment process:
* Information about job opportunities will be circulated as widely as possible in the circumstances to ensure that it reaches all sections of the community;
* Subject to very limited exceptions applicants will not be asked about health or disability before a job offer has been made.
* All applications will be welcomed and will be considered on the relative merits of the applicant against the job and/or person specification.
* Job and person specifications will only include criteria which are objectively required for the duties and responsibilities of the vacancy.
* If there is a genuine and lawful reason for limiting the vacancy to a particular group, this will be clearly stated, and the grounds for it, on any advertisements.
* Job selection criteria are regularly reviewed to ensure that they are relevant to the job and are not disproportionate.
* Short listing of applicants should be done by more than one person wherever possible.
* Questions at interview should relate to the requirements of the job.
* Written records of interviews and reasons for appointment and non-appointment should be kept.
  + 1. Applicants may be asked to complete a diversity monitoring form to assist in the maintenance of records and for monitoring purposes. The provision of this information is voluntary. This form will be kept in an anonymised format, separate from all other application documents and will not be used as part of the selection process.
    2. The Company is required by law to check that all Employees are entitled to work in the UK. All successful candidates, regardless of nationality, will be asked to produce such original documents as necessary to satisfy the requirements of immigration legislation.
  1. Terms and Condition of Employment and facilities
     1. The Company will ensure that terms and conditions of employment and benefits are free from all forms of direct and indirect discrimination. Pay and bonus criteria will be reviewed regularly to ensure they do not create any indirect discrimination.
     2. No requirements or conditions will be imposed, directly or indirectly, which will or might place any group of Employees at an unfair or unlawful disadvantage.
  2. Training, Career Development and Promotion
     1. All Employees will be provided with the appropriate training to enable them to improve their performance and to achieve the performance standards and targets set for them by the Company.
     2. All training and promotion opportunities will be published widely to all appropriate Employees and not in such a way as to exclude or disproportionately reduce the numbers of applicants from a particular group.
     3. Decisions on promotion and career management will be based solely on objective and job related criteria. Assessment criteria and appraisal schemes should be carefully examined to ensure that they are not discriminatory, whether directly or indirectly
     4. Selection, recruitment, training, promotion and employment practices generally will be subject to regular review to ensure that they comply with the Company’s commitment to promote equality and diversity throughout its business.
  3. Disability Code of Conduct
     1. The Company will take all reasonable steps to ensure that the working environment, working practices and terms and conditions of employment do not prevent disabled people from taking up positions for which they are suitably qualified and, in all other respects, the best person for the job.
     2. The Company will bear in mind the desirability of avoiding barriers to the employment of disabled people when acquiring and fitting out buildings with equipment and devising working practices.
     3. The Company will make reasonable adjustments to the working environment, to working practices and to terms and conditions of employment so as to ensure that no particular disabled person is placed at any disadvantage.
     4. A decision not to make an adjustment which might enable or assist the Employee or a prospective Employee will not be taken below Management Level. If we consider a particular adjustment would not be reasonable we will explain our reasons and try to find an alternative solution where possible. Before making such a decision, the Manager will ensure that all possible adjustments have been investigated, including consultation with the Employee or prospective Employee concerned and any appropriate expert advice.
  4. Breaches of this Policy
     1. Should any Employee believes that they have been discriminated against or treated otherwise in accordance with the principles of this Policy the Company would encourage them to raise the matter through the Company Grievance procedure. Where such treatment may amount to harassment, Employees are encouraged to look to the Harassment Policy in the first instance.
     2. Any allegation regarding a breach of this policy will be treated in the strictest confidence and investigated in accordance with the relevant procedure and the wishes of the complainant. Where an allegation is made in good faith no member of staff making such a complaint should be treated less favourably or victimised as a consequence. Where an allegation is made maliciously or in bad faith the matter may be dealt with under the Disciplinary Procedure.
     3. The Company treats any allegation of discrimination very seriously; any member of staff who is found to have committed an act of discrimination will be subject to disciplinary action. Acts of discrimination are capable of constituting gross misconduct and could lead to dismissal.
  5. Monitoring this Policy
     1. The Company is committed to monitoring the effectiveness of this Policy to ensure it is achieving its objectives.
     2. The Company will undertake regular reviews into all aspects of our policies, procedures and practices in relation to recruitment, terms and conditions of employment, training, career development, promotion and grievance and disciplinary to identify any trends or patterns emerging and, if so, to analyse whether or not these are justified.

Policy Status: Non Contractual

Application: All Employees, workers, and casual staff

1. ANTI-HARASSMENT AND BULLYING POLICY

The Company is committed to providing a workplace where everyone has the right to work in an environment which promotes equal opportunities and prohibits discriminatory practices. As such the Company regards discrimination, harassment, abuse, victimisation or bullying of staff, clients or of others in the course of work as disciplinary offences that could be treated as gross misconduct.

* 1. General
     1. It is the responsibility of each individual to be sensitive toward the impact that they have on others, not to discriminate against or harass colleagues or condone discrimination or harassment by others. Even unintentional harassment or bullying is unacceptable.
     2. The Equality Act 2010 prohibits harassment related to any protected characteristic (as defined in the Equality of Opportunities Policy above). Further The Protection from Harassment Act 1997 also makes it unlawful to pursue a course of conduct which is known or ought to be known would be harassment (including causing someone alarm or distress).
     3. The Company treats any allegation of bullying or harassment very seriously any member of staff who is found to have committed such an act will be subject to disciplinary action. Acts of discrimination are capable of constituting gross misconduct and could lead to dismissal.
     4. Members of staff as individuals can be found to have criminal and civil liability for acts of harassment and may be ordered to pay compensation for their behaviour.
     5. The policy applies not only to working at the Company’s premises and those of any client or contact but also includes travelling or staying away from home whilst on business, at Company/Staff functions or for a reason related to an Employees employment.
  2. Harassment
     1. As per the definition provided in the Equality of Opportunities Policy harassment occurs when someone engages in unwanted conduct that has the purpose or effect of violating someone's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment for them.
     2. It may take the form of a single incident or a course of conduct and includes treating someone less favourably because they have accepted or refuse similar treatment in the past.
     3. Unlawful harassment may involve unwanted conduct of a sexual nature (Sexual Harassment) or related to any protected characteristic (age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation). However for the avoidance of doubt any form of harassment is unacceptable to the Company even where it does not relate to a protected characteristic.
     4. A person may be harassed even if they are not the intended subject of the offending behaviour or where there is no intention to offend. The offending behaviour need only have the effect of creating an intimidating, hostile, degrading, humiliating or offensive environment.
     5. A person can complain of unlawful harassment even if they do not possess the relevant protected characteristic. An individual may be able to establish unlawful harassment on the basis of their association with a person who has a protected characteristic or on the basis of a perception that they have a protected characteristic (even if that perception is incorrect).
  3. Examples of Harassment
     1. The following types of behaviour may amount to harassment (this list gives examples only and is not exhaustive):
* unwanted physical conduct ranging from invading someone’s personal space, brushing past someone, up to and including serious physical or sexual assault;
* verbal conduct, such as innuendoes, lewd comments or malicious gossip, derogatory remarks, insults, personal comments, nicknames, foul language or inappropriate jokes/“banter”;
* non-verbal conduct, e.g. the display of sexually suggestive or pornographic pictures, obscene or offensive gestures; the sending of inappropriate harassing messages or images through electronic mail or posting such images or messages on social media;
* coercion for sexual favours or unwelcome sexual advances, continual suggestions of social activity outside work after it has been made clear that this is unwelcome;
* pressure to participate in political/religious groups;
* sex biased conduct, e.g. conduct that denigrates or ridicules, intimidates or is physically abusive of Employees because of his/her sex, marital status or sexual orientation; or
* outing or threatening to out someone as gay or lesbian.
  + 1. Some types of harassment are classed as criminal offences which can lead to prosecution. These include offences under the Protection of Harassment Act 1997 which makes it a criminal offence under section 4 of the Act to cause a reasonable person to fear that violence will be used against them.
  1. Bullying
     1. There is no specific legal definition of bullying but it is considered to be any offensive, intimidating, malicious or insulting behaviour, or an abuse or misuse of power/position where the subject is made to feel undermined, humiliated, injured or dehumanise an individual.
     2. The following types of behaviour may amount to bullying (this list gives examples only and is not exhaustive):
* physical assault;
* physical or verbal abuse including insulting or abusive behaviour or comments, including those made on social media (cyber bullying);
* threats (public or private);
* suggestive comments or offensive gestures, language, gossip or jokes;
* isolating, ignoring or excluding an individual;
* taking credit for other peoples work or wrongly apportioning blame to a individual when things go wrong;
* persistent unnecessary criticism or humiliation;
* blocking leave or other applications without good cause;
* unfair allocation or reallocation of work or responsibilities or
* setting unrealistic targets or deadlines.
  + 1. Legitimate and reasonable criticism of a workers performance provided in a constructive fashion or reasonable instructions given in the normal course of employment will not, on their own, amount to bullying.
  1. Responsibility
     1. Every Employee must take reasonable steps to ensure that harassment/bullying does not occur, and must report any incidents to an appropriate Manager. Failure to comply with the Company’s Equal Opportunities Policy or to co-operate with it operating effectively is a disciplinary offence which may lead to disciplinary action including dismissal.
     2. All Supervisors and Managers are responsible for eliminating any harassment or intimidation of which they are aware. Where a Supervisor becomes aware of an allegation of harassment of an Employee or of a member of the public in connection with Company’s activities, he/she must (whether or not a formal complaint has been made) discuss it with the complainant and, unless the Employee expressly requests otherwise, report it to an appropriate Manager.
  2. Equality Complaints Procedure
     1. If any Employee feels they have been unlawfully discriminated against or been the subject of bullying, harassment or victimisation the Company would encourage them to raise any complaint as soon as possible. Employee’s can raise any incidents that they experience or witness, either informally or as part of a formal complaint.
     2. It is the Company’s aim to resolve any complaints as quickly as possible . All complaints will be treated seriously and handled with appropriate confidentiality. As part of this the Company will look to establish facts through a full investigation (where required).
     3. Employees must cooperate with any complaint process or investigation conducted under this procedure and maintain confidentiality at all times.
     4. The complaints procedure is as follows:

**Informal Procedure**

* + 1. Employees who believe they have experienced any form of discrimination, harassment or victimisation should consider raising the concern with the person responsible, if appropriate and they feel able. If the complainant chooses to do so they should make it clear to the person responsible that the conduct is unwelcome/unacceptable and ask them to stop the offending behaviour.
    2. The Company recognises that given the likely nature of the complaints it may not be appropriate for the Employee to approach the alleged harasser directly in such circumstances the Employee should raise the matter informally or formally with their supervisor. If the Employee feels unable to discuss the matter with his/her immediate supervisor then they may approach a more senior manager.
    3. If the Employee wishes to proceed on an informal basis then following an initial discussion the Employee and the supervisor/manager will agree on the most appropriate method of resolving the matter. A note should be made of this discussion, citing the issues raised, and the agreed method of resolution.
    4. As part of the agreed method resolution the supervisor/manager may, with the consent of the complainant, discuss the matter with the alleged harasser. Following any such meeting the supervisor/manager should meet informally again with the Employee as soon as practicable to discuss the outcome.
    5. If the conduct continues or if it is not appropriate to resolve the problem informally or if during the informal procedure the complaint is put in writing the formal procedure will be triggered.
    6. As a general rule the Company will respect the wishes of the complainant as to how the matter is progressed. However, there are some circumstances where, despite the reservations of the complainant, the Company may need to pursue the matter independently, (for example, where it is felt that other members of staff could be at risk if no action is taken).

Formal Procedure

* + 1. Where the complaint is given in writing or the Employee indicates that they wish to make a formal complaint the Company Grievance Procedure as set out in the Company handbook will be followed with such modifications as are necessary to reflect the sensitive nature of the allegation.
    2. Employees may be asked to provide full written details of the conduct in question, including the names(s) of those responsible for the conduct, dates and times of incidents and the details of any witnesses to the conduct.
    3. Modifications to the Grievance Procedure will be made as appropriate to the complaint in question and may include:
* Additional consideration as to who will be most appropriate to conduct the investigation taking into account the nature of the allegations.
* Considering working arrangements while the investigation is being carried out.
* Taking additional steps where necessary to preserve confidentiality.
* Emphasising the importance of confidentiality where it is necessary to interview witnesses.
* Working to a revised timetable to ensure matters are dealt with quickly, sensitively and with due respect for the rights of both the complainant and the alleged perpetrator.
* Additional care and consideration to be taken when interviewing the complainant in order to minimise any further stress.
  + 1. The investigation will likely involve interview with the complainant, with the person against whom they are making the complaint and any other relevant witnesses. The alleged perpetrator will be given full details of the nature of the complaint and will be given the opportunity to respond. The investigation may also need to examine relevant documents, including emails and other evidence.
    2. The complainant will be kept updated throughout the investigation and upon completion will be informed whether or not there is a case to answer against the alleged perpetrator.
    3. Should there be a case to answer then the formal disciplinary procedure may be taken against the alleged perpetrator. If it is established that there has been discrimination or harassment, the resulting action will depend upon the circumstances. In serious or persistent cases the dismissal of that person with or without notice may be considered.
    4. Where a complaint is not upheld because the evidence uncovered is inconclusive or inconsistent then consideration may given to alternate means of resolution. By way of example the Company may consider redeployment or rescheduling of work in order to minimise future contact between parties.
    5. Employees will be protected from harassment, victimisation or discrimination for making a complaint or assisting in an investigation. Any acts of retaliation or intimidation against the Employee will be treated as a disciplinary offence.
    6. Any Employee who maliciously makes an unfounded complaint or provides false information as part of any investigation may be subject to disciplinary action.

1. EXPENSES AND CLAIMING PROCEDURE

This policy applies to all Employees of the Company and relates to expenditure that has been incurred by Employees on pre-approved business.

This policy is designed to ensure equality for all Employees seeking to recover expenses and that the terms and conditions relating to payment for expenses are transparent and consistent.

The following procedures set out approval requirements prior to committing the Company to any expense and how the system for reclaiming approved expenses operates.

* 1. General
     1. Company Employees and those engaged in Company business should be reimbursed for the actual cost of expenses incurred, wholly, legitimately and necessarily in the performance of their duties pursuant to Company interests.
     2. Employees must ensure that economy, efficiency and effectiveness are achieved in respect of all expenses incurred while undertaking Company business. All expenses claimed should be reasonable given the circumstance in which they are made. Employees are expected to be responsible in making expense claims and to select the most cost effective solution to any possible expense.
     3. Failure to comply with the terms of the policy may result in claims being delayed or declined. Submitting or attempting to submit a false or fraudulent claim will result in disciplinary and could be treated as gross misconduct.
  2. Approval
     1. Prior approval for the incurring of expenses on Company business must be obtained through the Employee’s Line Manager before any expenses are incurred. This can be in the form of an email however where an expense is unusual in nature or cost, all Employees are required to obtain written authorisation from a manager before incurring the expense.
     2. In the event of a dispute it is for the Employee to provide evidence that the appropriate authorisation was granted prior to the expense being incurred.
     3. Under no circumstances may an individual approve their own claim.
     4. It is for the Employee to fully detail any expense and for the avoidance of doubt claims which have not been fully particularised or have not received prior approval will not be paid.
  3. Receipts
     1. All claims must be supported by valid and original receipt, to comply with HMRC requirements. For the avoidance of doubt, credit/debit card confirmations, credit card statement are not valid receipts for the purposes of an expenses claim.
     2. A valid receipt should identify:
* the vendor;
* the date of purchase;
* number and type of items purchased along with their unit price;
* the total amount paid; and
* a VAT number (if applicable).
  + 1. Failure to attach a valid receipt may result in any claim being delayed or declined.
  1. Travel
     1. Employee’s wherever possible should travel by the most economical means consistent with the nature of the trip.
     2. The Company encourages Employees to look at alternatives to travel (where appropriate) which save both money and the Employee’s own time and energy, e.g. video conferencing.
     3. For the avoidance of doubt journey’s between the Employee’s home and their normal place of work/base location are not regarded as business travel and the cost of any such trip cannot be regarded as an expense incurred in the performance of the duties of their employment as such they cannot be claimed.

**Public Transport**

* + 1. Employees using public transport for Company business will be entitled to reimbursement of their fares.
    2. Where Employees are aware of travel needs in advance they are expected to take advantage of any saving that can be made by booking as soon as practicable.
    3. If the Employee’s normal mode of travel is by public transport, then the cost of home to base location travel must be deducted.
    4. Taxis should be used only where there is no reasonable swift alternative for work business.
    5. Taxi fares home from a nearby station to an Employee’s home may be payable for journeys after 8.00pm in the evening. Line Managers may authorise the use of taxis at any time in the interest of personal safety.

**Business Travel by Car or Motorcycle**

* + 1. Employees who use a car for Company business will receive a casual user mileage allowance in line with Inland Revenue guidelines.
    2. The Company will reimburse only business mileage. Business travel is defined as a journey:
* from home to a relevant business location without attendance at base location;
* from a base location to a relevant business location;
* between two relevant business locations neither of which are the Employee’s home or base location;
* from a relevant business location to home, which does not include attendance at base location.
  + 1. As stated travel between home and base location are not business journeys and cannot be claimed. When making an expense claim Employees are expected to deduct their normal travel costs from any claim so that they are being reimbursed only for their excess costs.
    2. Mileage should reflect the actual mileage driven using the most direct route. Full details of the journey, including date, reason for journey, starting points and destinations, should be shown in the appropriate section of the claim.
    3. Employees who use their own private cars for business use must ensure that;
* they hold a valid driving license for the type of vehicle;
* they are sufficiently insured for business use; and
* the car is in a roadworthy condition with a valid MOT certificate (where applicable).
  + 1. Any traffic offences or parking tickets imposed while on Company business are the sole responsibility of the Employee.
    2. If driving is an essential part of the Employee’s job, the loss of their driving licence may have an impact upon their continued employment with the Company.
  1. Meal Expenses
     1. Meal expenses can only be claimed for costs incurred during travel outside of Bristol on Company business.
     2. The following Guidelines are the maximum reclaimable for each meal and are not meal allowances. The maximum should not be claimed as a matter of course. These figures may be varied only at the discretion of the Chief Executive;
* Breakfast: up to £7.50 if the Employee starts his/her journey on Company business (conference, training, accompanying service users for trips and meetings) more than an hour before his/her usual start time of 9.00 am and is away from the office until 12pm. Does not apply to Group day trips.
* Lunch: up to £10.00 if an Employee is accompanying service users on full day trips or short holiday breaks
* Dinner – up to £10 if an Employee is away on conference/training outside of Bristol and does not expect to be home before 10pm. Does not apply to Group day trips.
  1. Overnight Expenses
     1. Should Employees be required to stay overnight while on Company business the Employee is responsible for making any necessary reservations. The Employee must first obtain the approval of their Line Manager before committing to any transactions.
     2. Any accommodation costs are expected to be reasonable and on a room only basis. No incidental expenses of a personal nature such as mini-bar, movies or private phone calls will be met by the Company. The costs of internet access may be claimed were it is required for Company business. The reason it was required must be detailed in the claim.
  2. Entertainment Expenses
     1. The Company accepts that there may be occasions when, for legitimate business reasons, it is appropriate for the Board of Trustees, the Chief Executive and the Managers of the Company to provide hospitality to external customers, clients or sponsors.
     2. On these occasions it is expected that the purpose of entertaining is to foster new business, promote the Company or to preserve existing business relationships. Where there is a clear business case for such an occasion then some reasonable expenses may be recoverable as long as prior approval has been sought from the Chief Executive or Chairperson as appropriate.
     3. The following information should be submitted with any claim:
* the names of all those present along with details of the organisation which they represent;
* the location and nature of the entertainment; and
* the purpose of the entertainment and the specific business reasons.
  + 1. The authorisation and submission of a claim for entertaining is a declaration that the cost was incurred wholly, necessarily and exclusively for business purposes.
    2. Failure to detail the purpose, date, amounts incurred and the attendees at the event could result in either the amount being reimbursed subject to tax and NIC being met by the Employee personally or the expense claim being rejected.
  1. Procedure for claiming expenses
     1. Employees must fill in an Expense Claim Form in respect of expenditure to be reimbursed with supporting documents attached to substantiate expenditure where appropriate. No other form of claim submission will be accepted.
     2. Payment will only be made for claims on the correct form, which must be signed and dated before being submitted. Using the incorrect form or failing to sign and date the form will result in the form being returned to the requesting Employee, delaying reimbursement.
     3. All claims must be authorised by an appropriate Team Leader/Manager who is also required to sign the form before it is submitted for payment.
     4. Expense claim forms should be submitted within one month from the date at which expenses were incurred. Claims submitted after this time may not be reimbursed, unless there are extenuating circumstances, which must be indicated on the claim form.
     5. The original receipts must be attached. If receipts are missing it may delay any claim. Where the Employee cannot present valid receipts confirming the expenditure the Company will not reimburse the amount.
     6. Any queries regarding reclaiming expenses should be directed to the Employee’s Team Leader.
     7. Mileage claims should state date, purpose of business and mileage claimed.
     8. Employees are responsible for maintaining copies of all claim forms, receipts etc. The Company can accept no responsibility for the loss or damage of forms, receipts etc.
     9. All claims for expenses will be paid directly into the Employee’s bank account via payroll or via the petty cash system.

Policy Status: Non Contractual

Application: All Employees, workers, casual staff and applicable volunteers

1. RIGHT TO SEARCH

All Employees agree that the Company has the right to conduct searches of Employees in the workplace. All Employees agree that the Company has the right to conduct searches of Employees in certain situations. Searches are deemed a proportional method of protecting the Company’s legitimate business interests, for example by reducing theft, the unauthorised removal of Company property or information and reduce the risk of inappropriate or illegal items, such as weapons, drugs or alcohol, from being brought onto Company premises.

* 1. General
     1. All searches will be undertaken in a manner consistent with the process to ensure fairness, reasonableness and proportionality, however, the Company recognises that each individual situation is different and the Company may vary or skip steps if deemed appropriate.
     2. Should the Company hold a reasonable belief that an Employee has committed or is to commit a breach of Company Policy it will consider whether a search is an appropriate and proportionate method of establishing guilt of the suspected offence.
     3. The type of search must be proportionate and may include the search of any article in that person’s possession. This could include bags, cases, clothing, vehicles etc.
  2. Procedure
     1. All searches must be authorised by a senior manager prior to commencement. The senior manager should specify the individual that will undertake the search (the ‘Search Officer’).
     2. The Search Officer shall invite the Employee or visitor, in a discreet manner to avoid undue embarrassment, into a private room that is out of the view of the other people in the building. The Search Officer must at all times have a suitable witness present, such as the Employee’s line manager.
     3. The Search Officer must explain the following to the individual prior to any search:
* That a search has been authorised by a senior manager;
* The reason(s) for the search;
* The extent of the search, i.e. bags, clothing, vehicles, etc;
* That they have the right to refuse the search but that unreasonable refusal may result in disciplinary action;
* That they have the right to reasonably request the presence of a work colleague as an independent witness;
* That they are free to leave should they so wish at any time during the search but that should their leaving be unreasonable they may be subject to disciplinary action or the matter disclosed to the police;
* That they will be asked to sign an Authority to Search Form and notified that unreasonable refusal may result in disciplinary action.
  + 1. The individual should be given a reasonable time to consider their response.
    2. The Search Officer may ask that some or all of the baggage being carried is opened and may request that items are removed by the owner for further inspection. The extent of the search should be proportional to the reason(s) for the search. The Search Officer may ask that the individual remove items such as coats, jackets, jumpers, pullovers, wraps, cardigans, headgear, scarves, gloves, footwear, etc or empty pockets as is reasonable in the circumstances.
    3. In some limited circumstances it may be reasonable for the Search Officer to perform a body search or ‘pad down’ an individual where it is proportionate to the aim of the search and reasonable in the circumstances. Specific authority by a senior manager must be obtained prior to this and the Employee must be asked for their consent before any physical contact is made. Such searches should be made by the same sex only and witness must be present. This does not require the removal of a basic level of clothing and does not require contact with intimate parts of the body. The Officer should communicate where they are if not in sight of the individual.
    4. Searches may also be conducted of the Employee’s workspace and this will be done as discreetly as possible.
    5. Should any unauthorised Company property or prohibited items be found a record will be made on the form and any comments made by the individual noted. They will be asked to sign a form at the conclusion of the search to state that it is an accurate reflection of the search undertaken.
    6. The Search Officer will then disclose the report to the Employee’s Supervisor and forward a copy to the authorising senior manager for review.
    7. Should unauthorised Company property or prohibited items be found disciplinary action will be considered and the Employee notified. Depending on the individual circumstances disciplinary action could be considered up to and including dismissal without notice. The Company reserves the right to disclose relevant information to the Police or other relevant authorities or organisations.
    8. The Company will keep a record of all searches undertaken that will be reviewed from time to time to ensure fairness in the use of searches.

1. DATA PROTECTION/SECURITY POLICY

For the purposes of the administration and the management of the business the Company needs to retain and process certain personal and sensitive personal data about its job applicants, Employees, workers and clients. To comply with the law personal information must be collected and used fairly, stored safely and not disclosed to any other person unlawfully.

To do this, The Company and any member of staff must comply with the Data Protection principles which are set out in the Data Protection Act 1998 (DPA).

* 1. Definitions
     1. The following definitions apply to this policy:
* **Business Purposes**: the purpose for which personal data may be used or processed by the Company including but not limited to; payroll, administration, personnel, monitoring and regulatory.
* **DPA**: Data Protection Act 1998
* **Personal Data**: any information relating to an identifiable individual including but not limited to; job applicants, Employees (current and former), casual staff, suppliers.
* **Processing Data**: is any activity that involves use of the data including but not limited to obtaining, retaining, organising, altering, retrieving, disclosing, transferring or destroying data.
* **Sensitive Personal Data**: personal data consisting of information as to an individual’s; racial or ethnic origin; political opinions; religious beliefs or other beliefs of a similar nature; trade union membership; physical or mental health or condition; sexual life, criminal offences or related proceedings.
  1. General Principles
     1. Everyone has rights with regard to how their personal information is handled. During the course of our activities the Company will collect, store and process personal information about our staff, and we recognise the need to treat it in an appropriate and lawful manner.
     2. This policy sets out our rules on protecting personal data and how staff handle, process, store, transport and destroy any personal information. All Employees have personal responsibility for the practical application of the Company’s data protection policy.
     3. This policy applies to all personal data and sensitive personal data collected and processed by the Company in the conduct of its business, in electronic format in any medium and within structured paper filing systems.
     4. The Company will at all time observe the data protection principles as set out in the DPA. These provide that personal data must be:
* Processed fairly and lawfully.
* Processed for limited purposes and in an appropriate way.
* Adequate, relevant and not excessive for the purpose.
* Accurate.
* Not kept longer than necessary for the purpose.
* Processed in line with data subjects' rights.
* Secure.
* Not transferred to people or organisations situated in countries without adequate protection.
  + 1. The Company and all staff who process or have access to personal information must ensure that the data protection principles under the Act are followed and fully implemented. The Company will ensure that all appropriate security measures shall be taken against unauthorised access to, alteration, disclosure or destruction of personal data.
  1. Staff Data
     1. The Company aims to only process and retain information which is relevant to the relationship it has with any staff member (potential, current or past). Personal data processed and retained by the Company may, amongst other things, relate to:
* Recruitment, promotion and career development
* Pay and remuneration including payroll, tax, national insurance and other deductions from pay
* Pension and other benefits
* Appraisals and performance reviews
* Disciplinary and grievance procedures followed
  + 1. Sensitive personal data processed and retained by the Company may, amongst other things, relate to;
* Sickness (pay and leave)
* Absence
* Equal opportunities monitoring
* Any obligation arising under the Equality Act 2010
* Maternity, Paternity. Adoption, Parental leave entitlements
* Pension
* Capability
  + 1. Further the Company may process and retain personal data or sensitive personal data where it is required to do so under any statute.
  1. Individual Rights
     1. Any individual may be entitled (subject to certain exceptions) to request access any personal data or sensitive personal data the Company have retained in relation to the requesting individual. Such a request is known as a “subject access request”. All such requests must be referred to a manager immediately.
     2. The same rights apply to all staff members and upon written request from an individual staff member the Company will confirm what personal data they hold in relation to them. Staff shall also be able to request the Company amend or correct inaccurate information retained. Any staff member wishing to make such a request must provide details in writing to their Line Manager outlining the disclosure sought. Any request will be subject to administration fee. The fee will be reasonable given the nature of the request but normally not exceed £10 per request.
     3. The Company will process any request without unreasonable delay and in any event within 40 days of the Company having receipt of the written request, the administration charge and any additional information which the Company reasonably requires in order to locate the information. No obligation upon the Company to provide the information arises until these conditions have been fulfilled.
     4. Where the requesting member of staff has failed to provide sufficient information to readily identify the data sought the Company may write back requesting further details.
     5. The information will be supplied by way of a copy, except where the supply of a copy in permanent form is not possible or would involve disproportionate effort, or the staff member agrees otherwise.
     6. The Company shall provide access to the information unless doing so would infringe upon the rights of any third party or any legal exemption applies.
  2. Retention of Data
     1. The Company will hold the minimum personal data and sensitive personal data necessary to enable it to perform its functions. The Company may retain records relating to an individual’s employment with the Company for a period of up to seven years from the date of termination of employment where necessary. The Company will keep some items of information for longer than others. The retention period will never be for longer than is necessary and in line with current good practice and statutory requirements.
     2. Records retained will be kept in a secure location. The erasure or destruction of information which is out of date will be conducted in such a way as to preserve the confidentiality of the information. The purpose for which the Company holds any information about staff member after the end of employment is for use solely in relation to residual employment related matters including, but not limited to;
* the provision of job references,
* processing applications for re-employment,
* matters relating to retirement benefits,
* the fulfilment of contractual or statutory obligations.
  1. Employee Duties
     1. In connection with their own personal data all Employees have a duty to;
* check that any information that they provide to the Company in connection with their employment is accurate and up to date;
* inform the Company of any changes or errors in information which they have provided e.g. change of address (the Company cannot be held accountable for errors arising from changes about which it has not been informed).
  + 1. In connection with other staff members, clients and anyone who’s personal information may be provided to the Company, all Employee are responsible for ensuring;
* that at the time of collecting individuals are appropriately informed as to how their data will be processed;
* any personal/sensitive personal data which they hold is kept securely;
* explicit consent is in place where it is necessary to process sensitive personal data;
* any personal information is not disclosed either orally or in writing or accidentally or otherwise to any unauthorised Employee, client or other third party.
  + 1. Staff should always be mindful of what information they are processing and should not process personal/sensitive personal data unless;
* relevant consent has been obtained from the individual whose details are being processed; and
* the processing being considered is necessary and legitimate given the nature of the business.
  + 1. Where disclosure to a third party is a necessity Employees should ensure that the appropriate consent is in place before any information is released.
    2. Staff must keep personal data secure against loss or misuse. All personal data should be accessible only by those who need to use it and should be kept;
* in a secure environment
* be password protected if computerised
* Only kept on any portable storage device where absolutely necessary and if that device itself is kept in a secure environment.
  1. Disciplinary Action
     1. The Company expects all of its Employees to comply fully with this Policy and the Principles of the Data Protection legislation. All staff have an obligation to report actual or potential data protection compliance failures to their line manager.
     2. Disciplinary action may be taken against any Employee who breaches any of the instructions or procedures in this policy. The Company is committed to the highest standards of confidentiality in relation to all its Employees and clients. As such any breaches of this procedure will be regarded as a serious matter and could lead to dismissal.

Policy Status: Non Contractual

Application: All Employees, workers, casual staff and Volunteers

1. IT, E MAIL & INTERNET USAGE POLICY

The information and communication systems of the Company represent the heart of our ability to provide services to our clients. Protecting them is essential for the business to succeed. Therefore, the Company will take all the steps necessary to safeguard these systems and each Employee should see it as a fundamental part of their job to help. This includes avoiding risks such as introducing unauthorised software, complying with copyright and Data Protection law, and being careful to protect the security of sensitive information.

This document outlines the procedures and Employee responsibilities when accessing the Internet, sending & receiving emails and using the Company’s computer systems.

The Company views misuse of computers as serious misconduct which could, depending on the circumstances, result in dismissal. Misuse amounting to criminal conduct will be reported to the relevant authorities.

* 1. Ownership
     1. All information systems including; Company internet and Wi-Fi, software, IT equipment and email systems and information stored and processed within Company systems (including; internet history and email messages that are created, sent or received using the Company equipment) remain the property of the Company.
     2. The Company reserves the right to monitor the use of any information systems as well as record and disclose (where necessary) the information stored and processed within them.
     3. Only Company approved and licensed software, and approved data are allowed on the Company’s computers. Employees must not purchase, install or use unlicensed software on Company or customer equipment. Removal of all unauthorised software is required. If unauthorised software is found on a system, the software will be deleted immediately and without question, including all associated data files.
  2. General
     1. It is the responsibility of each Employee to ensure that information systems are used for legitimate business purposes and in a manner that does not compromise the Company or its Employees in any way.
     2. At any and all time information must be used in accordance with the principles of the Equality of Opportunities policy and the Anti harassment Policy.
     3. Employees are only allowed access to those parts of the computer system which they need to carry out their normal duties.
     4. Employees must comply with local procedures to ensure that all software introduced is virus-free.
     5. Should Employees have access to personal data, they must bear in mind at all times the provisions of the Data Protection Act and the Company’s Data Protection Policy.
     6. Employees must observe the Computer Misuse Act 1990, in connection with both the Firm and third parties.
     7. Passwords must be used at all times and changed regularly; avoidance of obvious passwords is recommended. Employees are responsible for the security of their own passwords and workstations.
     8. Computer game playing is not permitted whilst in a work environment.
     9. The downloading, transmission or storage (including streaming) of music or video for personal use is strictly prohibited.
     10. Use of any Company systems including email and the internet to conduct private or freelance business for the purpose of commercial gain is never acceptable.
     11. Employees must not knowingly or recklessly use any information system in a way which could affect the integrity, disable or otherwise compromise security of information contained on the Company's computers.
     12. To ensure compliance with this policy and the attainments of the policy objectives both private and business use of e-mail, as well as use of the internet may be subject to monitoring.
  3. E Mails

**E mail Conduct – General**

* + 1. The primary reason for allowing Employees access to email is to encourage the efficient performance of work duties; Employees may therefore not use the Company email system for personal matters. Any non-business use of the email system will result in disciplinary action and depending on the volume or content of the use could result in dismissal.
    2. The Company retains the right of access to and ownership of all email sent from and received by its systems. This should be borne in mind by all Employees when sending or receiving emails.
    3. E-mail is an excellent tool for imparting information in an informal and friendly manner. However because of the relative informality of email it is sometimes used without due consideration as to the content or how it will be received. However all email communication must be handled in the same manner as a letter, fax, memo or other business communication. It is expected that the content of any email should be of the same professional standard expected of any other form of correspondence sent on behalf of the Company.
    4. E-mail messages should be treated as permanent written records which could result in personal or Company liability and which may be read by other people, admitted in legal proceedings and/or reviewed by regulators. Employees should not send any information or write in any style that would be inappropriate to write on headed paper as an official Company communication.
    5. E-mail may not always be a confidential method of communication even where messages are marked as such. Alternative methods of correspondence should be considered for sensitive matters and where email is used encryption or password protections should be utilised.
    6. No copyrighted or Company propriety information is to be distributed by Company email or via the Internet unless approval has been granted by a Company official.
    7. Before sending an email Employees should check:
* The message contains no content that may be considered illegal, offensive or disruptive or may have the effecting of bringing the Company into disrepute.
* If the content and the purpose of the e-mail is really necessary. Face to face talking is always the best option if there is a problem to resolve. Email should not be used as a substitute for interaction with colleagues.
* That an appropriate heading is inserted in the subject field and that the spelling and grammar are carefully checked.
* The content and tone of the email. Do not type anything that would not be acceptable to say directly to the recipient in person. E-mail is faceless and as a result the words or tone could be misinterpreted by the recipient.
* Abrupt, inappropriate and unthinking use of language can lead to a bullying tone and possible offence to others, even harassment, for example, capitals are often interpreted as shouting.
* The details of the recipient and that any attachments are correct and adequately password protected (if necessary)
  + 1. When sending emails Employees should not:
* Assume that internal or external messages are necessarily private and confidential, even if marked as such.
* Assume because an email has been sent that they are absolved from responsibility for resolving the problem and further action is unnecessary.
* Retrieve or read email messages that were not sent to them unless authorised by the Company or by the email recipient.
* Impersonate any other person when using email.
* Amend any received emails prior to storing, printing or forwarding them.
* Copy, download or forward to third parties, via e-mail, the work of other people protected under copyright, without their consent.
* Enter into contractual commitments by email.
* Send bank account or credit card information over the Internet.
* Create email congestion by sending trivial messages. It is strictly forbidden for anyone to copy/forward e mails such as chain mail letters, humorous stories, etc., or large attachments.
* Remove or change the email disclaimer that is automatically attached to all outgoing messages.
* Auto-forward Company emails to an external email address or send any Company emails, information or documents to their personal email address.
  + 1. Before using the CC Function Employees should:
* Consider who really needs to receive a copy of an E-mail. Reduce the number of “cc” copies to send on a need to know basis.
* Not copy an email as a political statement or to put pressure on the recipient.
* Consider address groups set up in their e-mail personal address book. Whilst these are quick way of copying everyone in on the same message, Employees should be aware that all recipients of the e-mail are able to see all the other names of those to whom the message was sent. This might not always be desirable – the obvious example is e-mailing a group of customers/clients or suppliers where we don’t want to give information about other customers/clients we are dealing with. Using the “blind copy” function is not a solution to this problem, as the server receiving the e-mail may convert into “cc’s” and so again all address names are displayed. The only solution is to avoid using these address groups (or sending the e-mail to more than one person) when the addressee list sent with the mail could be viewed with interest by one of the receiving parties.
* Further Employees should refrain from sending Companywide emails in respect of personal issues.
  1. Offensive or Defamatory Messages
     1. Employee must not send any communication or correspondence including email that is offensive, derogatory, demeaning, defamatory or the content of which is inconsistent with the principles of the Company’s Equality of opportunity or Harassment Policies.
     2. Communications which include (without limitation) any sexist or racist material or any material which could be offensive on the grounds of a person’s disability, their age, their sexual orientation or their religion or belief are capable of amounting to harassment and or discrimination. In these circumstances a claim could be made against the individual who sent or forwarded the email and against the Company.
     3. Employees must not use any Company information system to store or disseminate content which could be considered defamatory, pornographic, offensive, personally critical in nature or make any improper or potentially discriminatory reference at any time.
     4. Employees must not use any Company information system to distribute any frivolous or disruptive content including junk mail, images, advertisements, chain mail/messages or inappropriate jokes. Such content may create unnecessary congestion to the system and what may be amusing for one Employee could be insulting to another.
     5. Should any Employee unwittingly receive communication containing material which is or has the potential to be offensive or inappropriate they must delete it immediately and report the matter to their Line Manager. It is unacceptable to use email to circulate offensive, discriminatory or harassing content. Should emails be circulated with content which could or does cause offence to any individual the disciplinary procedure will be invoked and such action may be considered gross misconduct.
  2. Virus checking of email attachments
     1. Virus checking software is pre-loaded on all computer equipment provided by the Company; this in turn will automatically check and, where possible, repair or delete any file attached to an email message that contains a computer virus.
     2. However due to the constant creation of viruses by parties outside the control of the Company, it is the responsibility of the Employee to inform the appropriate Company official of any emails received (with file attachments) sent by an unknown and/or un-trusted source prior to opening the file attachment. Employees must not open, delete, forward or otherwise process the email until the appropriate Company official has advised them that it is safe to do so.
     3. The Company reserves the right to block any emails that it deems to break any of the rules above.
  3. Internet Usage
     1. Access to the Internet during working time must be strictly limited to matters relating to the proper performance of Employee’s duties. Any non-business use of the internet will result in disciplinary action and depending on the volume or content of the use could result in dismissal.
     2. Employees must not visit or otherwise connect to, post on or download from any website that contains content that may be considered illegal, offensive or disruptive. Offensive content includes but is not limited to pornographic, obscene or harassing language or images, racial, ethnic, sexual or gender specific comments or images, or other comments or images that would offend someone on the basis of their religious or political beliefs, sexual orientation, national origin or age.
     3. Employees must not download any software or other material without prior approval as these may contain viruses which could result in damage to Company systems. For the avoidance of doubt downloading music, video or games is also strictly prohibited, except if they are part of the Employee’s duties.
     4. Employees must not distribute confidential, proprietary, and/or sensitive corporate information to external Internet sites or users without the appropriate authority. Anything posted on the internet may constitute published material, the reproduction or reposting of any such material may constitute a breach of copyright (without appropriate permission). Employees are strictly prohibited from acting in any way which could give rise to a breach of copyright or other licensing conditions.
     5. Accessing social networking sites (e.g. facebook), twitter, chat rooms or personal online blogs, online gaming, gambling sites, video streaming sites via Company information systems, is not acceptable at any time.
     6. Employees must not commit the Company to any form of contract through the Internet.
     7. The Company at its sole discretion retains the right to block access to any Internet site they deem may contain material which it considers inappropriate, offensive, disruptive or otherwise having an impact on production of the effectiveness of Company systems.
     8. All Employees should be conscious at all times of the information they submit, or the way in which they portray the Company, in any online forum and at all time comply with the Social Media Policy (below) or otherwise do anything which may bring the Company into disrepute.
  4. Monitoring
     1. The Company recognises that Employees have a legitimate expectation that they can keep their personal lives private and that they are also entitled to a degree of privacy in the work environment. However the Company reserves the right to monitor Employee use of all Company information systems including email or internet activity where it is necessary to prevent or detect:
* Unauthorised, inappropriate or illegitimate use of the Company’s information systems
* Any criminal activity including but not limited to fraud, harassment and obscenity
* Any detrimental impact upon the efficient operation of Company systems
* Any breach of regulatory guidelines
* Excessive personal use of the internet or email-system
* Any breach of this IT, E Mail & Internet Usage Policy or any other of the Company’s rules of procedure laid down in the contract of employment or the Company Handbook
  + 1. All Employees are hereby notified that the Company has the ability and legal right to monitor e-mail usage and internet usage. By using e-mail and internet the Employee consents to any monitoring the Company considers justified to achieve one of the above aims or to protect any other legitimate interest. The Company may carry out random spot checks on the system which may include accessing individual email messages or checking on specific Internet sites Employees have accessed
    2. Covert monitoring will only be performed in exceptional circumstances and only when sanctioned by a senior manager of the Company
    3. If information gathered from monitoring may have an adverse impact on Employees, it will be presented to them and they will be allowed to make representations before any action is taken
    4. Information gathered through monitoring will only be used for the purpose for which the monitoring was carried out, unless the monitoring leads to the discovery of an activity that no Company could reasonably be expected to ignore
    5. All information gathered through monitoring will be held securely and kept for no longer than is necessary to achieve the aim for which it was collected
  1. Disclosure
     1. All Employees’ immediately on becoming aware are under a duty to report the following activities to their line manager:
* sending or receiving a suspect e mail/e mail attachments;
* the use (accidental or otherwise) of suspect, offensive or inappropriate web sites;
* obscene/illegal material found on a PC or sent via email;
* persistent use of the internet or e mail system for personal reasons; and/or
* persistent downloading of any or any illegal/obscene/offensive material.
  1. Breach of Policy
     1. Staff will be liable to disciplinary action if they are in breach of this IT, E Mail & Internet Usage Policy. Depending on the severity of the offence staff may be liable to summary dismissal.
     2. If any Employee’s conduct and/or actions are unlawful or illegal the individual may be personally liable. Information relating to the commission of a criminal offence may be passed to the relevant prosecuting authority.

Policy Status: Non Contractual

Application: All Employees, casual staff and applicable volunteers.

1. SOCIAL MEDIA POLICY

The Company recognises that Employees have a legitimate expectation that they can keep their personal lives private and that many Employees will participate in interactive discussions and share information on particular topics using a wide variety of social media, such as Facebook, Twitter, blogs and wikis etc….

However personal communications, particularly those which may be visible on the internet, can pose risks to the Company’s confidential / proprietary information, reputation, and can jeopardise our compliance with legal obligations. To minimise these risks, to avoid loss of productivity and to ensure that our IT resources and communication systems are used only for appropriate business purposes, we expect Employees to adhere to this policy.

* 1. General
     1. This policy deals with the use of all forms of social media, including Facebook, LinkedIn, MySpace, Twitter, Wikipedia, all other social networking sites, and all other internet postings, including blogs.
     2. Professional responsibilities apply regardless of the medium being used as such this policy applies to all social media communications which might affect the Company, its reputation, business or staff whether made either in a private or professional capacity and whether during office hours or otherwise.
     3. Social media should never be used in a way that breaches any of our other policies. If an internet post would breach any of our policies in another forum, it may also breach them in an online forum.
     4. Breach of this policy may result in disciplinary action up to and including dismissal. Disciplinary action may be taken regardless of whether the breach is committed during working hours, and regardless of whether our equipment or facilities are used for the purpose of committing the breach. Any member of staff suspected of committing a breach of this policy will be required to co-operate with our investigation, which may involve handing over relevant passwords and login details.
     5. Staff may be required to remove internet postings which are deemed to constitute a breach of this policy. Failure to comply with such a request may in itself result in disciplinary action.
     6. All staff are responsible for the success of this policy and should ensure that they take the time to read and understand it. Any misuse of social media should be reported to an appropriate line manager. Questions regarding the content or application of this policy should be directed to any line manager.
  2. Use of Social Media
     1. Personal use of social media is never permitted during working time or by means of Company systems, portable devices, networks (including Wi-Fi) and other IT resources and communications systems. Employees should not use personal devices such as mobile phones, laptops or tablets during working time to access social media at all.
     2. Any use of Company information systems may be monitored in accordance with the IT Policy.
     3. The Company recognises that the use of private social media accounts outside of work time and not via Company information systems is not (in the majority of circumstances) a matter for Company concern. However all Employees must be aware that while such communications are not for and on behalf of the Company they can still damage the Company, its reputation, business or staff where the Employee may be readily identified, whether implicitly or explicitly, by others as being employed by the Company.
  3. Protecting the Company
     1. In all cases, where a private account is used, where the Employee’s employment with the Company may be identified, it must be made clear that the Employee is not communicating on behalf of the Company. An appropriate disclaimer, such as: “the views expressed here are mine alone and in no way reflect the views of my Company” should be included. Staff should write in the first person and use a personal e-mail address when communicating via social media.
     2. Staff are personally responsible for what they communicate in social media. Remember that what individuals publish might be available to be read by the general public (including the organisation itself, future Companies and social acquaintances) for a long time. Employees should keep this in mind before posting content.
     3. Employees should at all times ensure that their profile and any content posted are consistent with the professional image they present to clients and colleagues.
     4. In any event any communication made, in a personal capacity or otherwise through social media must not:
* breach confidentiality, for example by discussing:
  + information relating to the business, Company performance, finances, dealings, transactions, working practices and affairs of the Company,
  + business contacts or clients or potential customers or clients or suppliers or potential suppliers of the Company; and/or
  + information relation to other staff members with reference to salary, terms, complaints or any other matter which any Employee would legitimately expect to be kept within the organisation and not discussed on a public forum.
* breach any copyright or otherwise infringe intellectual property rights, for example by:
  + using Company logos, brand names, slogans or other trademarks; or
  + posting any Company confidential or other proprietary information without prior written permission;
  + using someone else's images or written content without permission.
* doing anything which could be considered discrimination, harassment or bullying in respect of other members of staff or third parties in any way or otherwise breach our Equality of opportunities and or harassment and bullying policies, including:
  + making offensive, inappropriate or derogatory comments relating to sex, gender reassignment, race (including nationality), disability, sexual orientation, religion or belief or age;
  + posting or providing links to images, stories, articles, videos or other material that may be considered offensive, obscene or discriminatory; or
  + sending or posting abusive messages, images or comments about other members of staff, customers, clients or other relevant third parties or otherwise acting in a fashion that could be considered cyber bullying or trolling.
* bring the Company into disrepute, for example by:
  + defame or disparage the organisation, its management staff or its affiliates, customers, clients, business partners, Employees, suppliers, vendors or other stakeholder (staff should also avoid social media communications that might be misconstrued in a way that could damage our business reputation, even indirectly); or
  + trolling, criticising or arguing with customers, colleagues partners or competitors; or
  + making defamatory comments about individuals or other organisations or groups; or
  + posting or providing links to images, stories, articles, videos or other material that may be inappropriate.
* post anything related to colleagues or our customers, clients, business partners, suppliers, vendors or other stakeholders without their written permission;
* breach our obligations with respect to the rules of relevant regulatory bodies;
* breach any of the Company’s Conduct and Disciplinary Rules;
* breach the Company’s IT Acceptable Use Policy;
* breach our Data protection policy; for example:
  + disclose personal information about a colleague customer/client online; or
  + discussing the specifics of any internal process or client matter through which any individual would be identifiable;
* breach any of the Company’s other polices or procedures;
* breach any other laws or ethical standards (for example, never use social media in a false or misleading way, such as by claiming to be someone else or by making misleading statements).

The above is a non-exhaustive list.

* 1. Additional Requirements
     1. The Company may use internet searches to perform due diligence on candidates in the course of recruitment. Where we do this, we will act in accordance with our data protection and equal opportunities obligations.
     2. Employees should never provide references for other individuals on social or professional networking sites, as such references, positive and negative, can be attributed to the organisation and create legal liability for both the author of the reference and the organisation.
     3. Should Employees be contacted for comments about the Company for publication anywhere, including in any social media outlet, they must direct the inquiry to an appropriate Manager and must not respond without written approval.
     4. The contact details of business contacts made during the course of employment are regarded as Company confidential information, and as such Employee’s will be required to delete all such details from their personal social networking accounts, such as Facebook accounts or LinkedIn accounts, on termination of employment.
  2. Disciplinary Action and Reporting
     1. Where the Employee is uncertain or concerned about the appropriateness of any statement or posting, they should refrain from making the communication until they have discussed it with their line manager.
     2. If the Employee sees content on social media that disparages or reflects poorly on the Company, they should contact their Line Manager. All staff are responsible for protecting the Company’s reputation.
     3. Employees who breach any of the above policies will be subject to disciplinary action up to and including termination of employment. Further where any such action constitutes a criminal offence or breach of professional standard the Company reserves the right to report the matter to the police or relevant professional body.

Policy Status: Non Contractual

Application: All Employees and casual staff.

1. ALCOHOL AND DRUGS POLICY

The Company is committed to the well being of its employees and to offering appropriate health support wherever possible as well as maintaining healthy, safe and productive working conditions for its entire staff.

The Company’s focus is first and foremost with the working lives of its staff and does not seek to involve itself in the outside interests or private lives of Employees save where those activities affect the Employee’s ability to undertake their assigned duties or may have an impact upon the Company’s reputation or business. The Company cannot underestimate the impact alcohol and or drug use may have upon the Employee’s ability to work both safely and to the required standard. With this in mind the Company is committed to creating a working environment free of risk posed to both efficiency and safety through inappropriate alcohol consumption and/or drug use.

* 1. General
     1. Employees are expected to behave responsibly at all times and to safeguard their own health and safety, as well as that of others around them.
     2. For the purposes of this policy the term ‘drug’ includes:
* substances covered by the Misuse of Drugs Act 1971 (referred to as 'controlled drugs');
* prescribed and over-the-counter drugs (taken to excess or otherwise in accordance with the directions provided or the instructions of the prescribing physician);
* solvents, “legal highs” and any other substance that may impair an Employees performance or conduct at work.
  + 1. The Company does recognise that in certain circumstances a problem with substance misuse can be a health issue which when recognised should be treated medically rather than within the Disciplinary Procedure (except where absolutely necessary).
    2. Employees who are recognised to have an alcohol or drug dependency problem will be encouraged to seek help and treatment voluntarily at an early stage.
    3. Any Employee whose work performance or conduct is adversely affected by alcohol consumption or drugs may be subject to action under the Company Disciplinary Procedure. However additional consideration will be given where an Employee with a recognised alcohol or drug dependency problem is undergoing a treatment programme.
    4. Drinking alcohol or the use of drugs must be avoided in any situation where as a direct consequence; the safety of the individual, colleagues, customers/clients or others is put at risk.
    5. Employees who are prescribed by their doctor drugs that may affect their ability to work and or drive should immediately discuss the issue with their manager.
    6. The consumption of alcohol is the responsibility of the individual concerned and Employees are encouraged to adopt a sensible approach to drinking in accordance with UK government recommended safe limits.
  1. Disciplinary rules
     1. Employees must arrive fit for work and free from the effects of alcohol, drugs or substances. The misuse of alcohol, drugs or other substances is forbidden during working hours or before work whenever work performance or safety might be adversely affected.
     2. Employees should at all times be aware of their responsibilities under the Road Traffic Act 1988, or subsequent legislation, in respect of alcohol and/or drug misuse and the driving of motor vehicles.
     3. The possession and / or supplying of illegal drugs is an offence under the Misuse of Drugs Act 1971 where the Company is aware or suspects such activity the police with be notified immediately.
     4. The Company considers that any of the following could be considered Gross misconduct whether resulting from a dependency problem or not:
* Attending work while under the influence of alcohol or drugs.
* Dispensing, distributing, possessing, using, selling or offering to buy drugs on or outside Company premises or using Company systems.
* Bringing the Company into disrepute.
* Gross negligence, gross dereliction of duty or gross incompetence, endangering the health or safety of Employees or any other persons or the property of the Company, customers or other persons.
  + 1. The Company considers that any of the following could be considered General Misconduct, for which at least one official warning will normally be given:
* Possessing alcohol whilst on Company premises save where this is authorised;
* Refusing to submit to a search when lawfully requested to do so;
* Selling or offering to sell alcohol to any client or member of staff.
  + 1. Any of the above may be dealt with under the Company’s normal disciplinary procedure.

**Medical Examinations/testing**

* + 1. If the company suspects that there has been a breach of the above provisions, or an Employee’s work performance or conduct has been impaired through drug or alcohol abuse the company may invoke its Disciplinary Procedurewhich may result in the Employee’s dismissal or other disciplinary action.
    2. In investigating any such incident or allegation the Company reserves the right to require Employees to undergo testing or attend a medical examination to determine the cause of the problem.
    3. Where testing is required the Employee will be expected to provide their written consent to the testing procedure. A failure to provide any such consent and or the refusal to supply the requested sample will be considered a breach of these rules which could give rise to disciplinary action.
    4. If, having undergone a medical examination, it is confirmed that the Employee has no underlying drug or alcohol problem, the Company may, depending on the circumstances, continue to deal with the issue under its Disciplinary Procedure.
    5. If, having undergone testing or a medical examination, it is confirmed that the Employee has been positively tested for a controlled drug, or the Employee admits to having a drug and/or alcohol problem, the Company reserves the right to suspend the Employee from work on full pay to allow the Company to decide whether to deal with the matter under the terms of the Disciplinary Procedure or to refer the Employee for treatment and rehabilitation.

**Intervention and Referral**

* + 1. An individual Employee may choose to seek help on a completely voluntary basis. Employees who believe that they have an alcohol and/or drug problem should seek specialist help as soon as possible. The Company is available to initiate such help if requested.
    2. If an Employee requests assistance voluntarily from the Company, prior to management being aware of poor work performance, a referral to occupational health services will normally be made. The relevant manager will keep in contact with the individual to monitor progress and ensure that on-going support is provided.
    3. There are often signs that might suggest that someone has a problem. These include a decline in work performance; a poor attendance record; unreliability; unexplained injuries; and changes in behaviour, such as irritability and lack of concentration. If a manager has reasonable grounds to believe that alcohol or drugs misuse may be adversely affecting an individual’s performance, attendance or conduct, s/he should raise the issue with the individual privately, in a sympathetic and constructive manner. The manager will clearly outline to the individual the reasons for the concerns, providing examples.
    4. No Employee should be accused of having a dependency on drugs or alcohol however it may be emphasised in all discussions that a failure to acknowledge any problem or agree to a referral to occupational health services may result in any concerns regarding performance, attendance or conduct, being dealt with under the relevant procedure (Disciplinary/ Sickness Absence / Capability).
    5. If, when approached, the Employee confirms that they are experiencing a problem with alcohol or drug misuse, then the manager will make arrangement to refer them to occupational health services as above.
    6. The confidential nature of any alcohol or drug dependency problem is recognised by the Company and for that reason confidentiality will be strictly preserved. Only where the individual concerned has consented to disclosure to another named person will any disclosure be made other than in a rare case where the health and safety of that individual or others is at risk. In such a case only a senior person with a ‘need to know’ will be told and they will only be given the minimum information necessary in the circumstance. The provision of such information will at all times be subject to their confirmation that absolute confidentiality will be maintained in respect of such matters.

**Post Referral**

* + 1. In serious cases of alcohol or drug dependency Employees undergoing treatment away from work are considered to be on sick leave and entitled to the Company’s normal sickness benefits although payments to them will be reviewed at such times as their progress is reviewed.
    2. Following a return to work after or during treatment, should work performance or conduct again suffer as a result of alcohol misuse or drug abuse, each case will be considered on its merits and if appropriate a further opportunity to accept and co-operate with treatment may be provided or disciplinary action may be instigated.
    3. Employees who decline to accept referral for diagnosis and treatment or who discontinue a course of treatment before its satisfactory completion will be warned that should their performance at work or conduct at work fall below the standard required, or continue to fall below the standard required, they may be subject to the normal disciplinary procedures. This will mean that unless an immediate and sustained improvement is made in overall performance, appropriate disciplinary action will be taken.

Policy Status: Non Contractual

Application: All Employees

1. SMOKE FREE POLICY

The Company has a responsibility for the health of staff and visitors in its buildings.

The Company acknowledges that breathing other people’s smoke is a health hazard and a welfare issue, which is proven to cause ill health.

This policy recognises that second-hand smoke adversely affects the health of Employees. It is not concerned with whether anyone smokes, but with where they smoke and the effect this has on visitors and colleagues.

This policy is also in line with national legislation, which bans smoking in all enclosed public places.

The Company actively encourages its Employees to refrain from smoking at any time as this will help the health of the Employee. But it falls outside the scope of this policy to impose this.

* 1. Aims
     1. This policy aims to:
* Guarantee a healthy working environment and protect the current and future health of Employees and visitors
* Guarantee the right of everyone to breathe air free from tobacco smoke
* Comply with Health & Safety Legislation and Employment Law
* Raise awareness of the dangers associated with exposure to tobacco smoke
* Take account of the needs of those who choose to smoke and to support those who wish to stop
  1. Introduction
     1. Since summer 2007 all work places in England and Wales have had to be smoke free.
     2. Section 2(2) of the Health and Safety at Work Act 1974 places a duty on Companies to:

‘…provide and maintain a safe working environment which is, so far as is reasonably practical, safe, without risks to health and adequate as regards facilities and arrangements for their welfare at work.’

* + 1. Second hand smoke – breathing other people’s tobacco smoke – and side stream smoke has now been shown to cause lung cancer and heart disease in non-smokers, as well as many other illnesses and minor conditions.
  1. General Principles and Scope
     1. This policy seeks to:
* Protect the health of staff, visitors and contractors.
* Inform staff and managers of their responsibilities in respect of the policy.
* Support smokers to help them cope with increased restrictions or to stop smoking.

This policy will apply to all staff, visitors, contractors and other persons who enter the premises of the Company.

* 1. Restrictions on Smoking
     1. Smoking is not permitted in any part of the buildings, grounds/ or entrances managed, leased or owned by the Company at any time, by any person regardless of their status or business with the organisation.
     2. Smoking is not permitted by Employees in the residences of service users during the course of employment.
  2. Electronic Cigarettes
     1. In addition to cigarettes and cigars, this policy also includes the use of e-cigarettes (electronic cigarettes).
     2. Types of electronic cigarettes include, but are not limited to, a cigarette-shaped device containing a nicotine-based liquid that is vaporized and/or inhaled, which is used to simulate the experience of smoking tobacco. Common examples include:-
* Rechargeable electronic cigarettes
* Disposable electronic cigarettes
* E-Go Electronic Cigarettes
* Personal Vaporisers
* Electronic Cigars
* E-liquid
  + 1. For the avoidance of doubt, the use of any form of electronic cigarette is prohibited in the same way as smoking under the terms of this policy.
    2. Whilst the Company recognise that the use of electronic cigarettes may be a useful aid to those wishing to give up smoking, it has taken the view that electronic cigarettes, and other devices which achieve the same aim, are prohibited in the same way as smoking.
    3. The reason for this is that the use of electronic cigarettes could undermine the policy of banning smoking in the workplace as it gives the impression of normalising smoking in the workplace. Furthermore, the health effects of electronic cigarettes and its vapour are not fully known.
    4. Whilst Section 2(2) of the Health and Safety at Work Act 1974 does not yet prohibit electronic cigarettes in the workplace, the Company has decided to prohibit electronic cigarettes in the workplace for the reasons stated above.
  1. Visitors
     1. All visitors, contractors and couriers are required to abide by the smoke free policy. Staff members are expected to inform visitors of the policy. However, they are not expected to enter into any confrontation that may put their personal safety at risk.
  2. Staff
     1. Under the Health and Safety at Work Act 1974, Employees have duties to take reasonable care for the health and safety of themselves and others and to co-operate with the Company as far as is necessary to enable the Company to comply with the requirements of the Health and Safety Work Act.
     2. Employees who wish to smoke may do so in their own time during lunch breaks. Employees will not be permitted to smoke whilst carrying out their duties and responsibilities for the Company.
     3. Staff are only permitted to smoke in designated areas.
     4. Smokers are requested not to smoke immediately outside any work base and to dispose of litter appropriately.
  3. Vehicles
     1. Smoking is not permitted in Company vehicles.
     2. Smoking is not permitted in leased or staff private vehicles while used on Company business.
  4. Contractors
     1. Contractors working on behalf of the Company should adhere to this policy. The following wording should be added to contractor agreements:

"The Company has a duty to protect the health of its Employees. As part of this, contractors undertaking work on behalf of the Company will abide by the Company’s smoke free policy which requires staff to refrain from smoking whilst at work.”

* 1. Support for smokers
     1. The Company recognises its duty towards Employees who smoke. Help on offer includes:
* Staff can call the NHS Smoking Helpline number on 0800 169 0 169 or log onto www.givingupsmoking.co.uk
  1. Sales of Tobacco Products
     1. The sale of any tobacco products will not be allowed on any Company premises.
     2. It is a criminal offence for anyone to sell, transport or possess illegal tobacco products. Penalties for such offences may include imprisonment and/or fines including fines of up to £5,000 for any manager allowing their premises to be used for such activities.
     3. The selling/storing and dealing in any way of illegal cigarettes and tobacco on the premises will not be tolerated.
     4. The Company will fully co-operate with law enforcement agencies, such as HM Revenue and Customs, in their investigations.
     5. Any such illegal activity will be considered as gross misconduct and will result in appropriate disciplinary action.
  2. Implementation of the Policy
     1. Should an individual or group of individuals infringe this policy the manager should invoke disciplinary procedures.
     2. Day-to-day responsibility for implementation lies with directors and managers, to ensure that everyone entering the Company understands that smoking is only allowed in designated areas away from buildings, clear signs will be displayed.
     3. Tenders and contracts with the Company will stipulate adherence to this policy as a contractual condition. Existing contracts will be modified as soon as possible.
  3. Breach of Procedure
     1. Any member of staff refusing to observe the policy by smoking in unauthorised areas will be liable to disciplinary action in accordance with the Company’s Disciplinary Policy.
     2. In the event of a breach of the policy by a visitor or staff member of other organisations, they should be asked to extinguish all smoking materials and be informed of the availability of any external smoking areas.
     3. If they continue to smoke the matter should be referred to the appropriate manager. Staff are not expected to enter into any confrontation that may put their personal safety at risk.
     4. In the event that staff of other organisations continue to breach the policy, the appropriate organisation should be advised in writing of the requirements of the Company and the consequences of breaching these requirements.
  4. Monitoring and reviewing
     1. The following will be monitored:
* That prospective Employees are advised of the policy
* That the Company’s policy forms part of the induction programme
* That contracts of employment, refer to the non-smoking conditions
* That there is adequate, clear signage indicating which areas are smoke free and the location of the external smoking areas.
  + 1. This Policy will be reviewed periodically to ensure it continues to meet the aims of the original policy.

Policy Status: Non Contractual

Application: All Employees, casual staff, contractors and applicable volunteers.

1. EYE AND EYESIGHT TESTS POLICY

This procedure is designed to clearly set out the rights of Employees who regularly use Display Screen Equipment (DSE). The Company will pay for these Employees to undergo eye tests to ensure they can comfortably see the screen and work effectively without feeling tired.

* 1. General
     1. The Company has the duty to ensure the provision, on request, of an appropriate eye and eyesight test carried out by a competent person where the Employee undertakes work with DSE in the normal course of employment.
     2. If the Employee experiences visual difficulties that can be reasonably be considered to be caused by work on DSE he or she may request and the Company must ensure that the Employee is provided with an appropriate eye and eyesight test to be carried out by a competent person.
     3. The Company will reimburse the Employee for the cost of a pre-approved eye test on production of a valid receipt from the optician.
     4. If the Employee is advised to wear glasses which should be worn in relation to work carried out on display screens the Company will pay up to a maximum amount of £50 towards the cost.
     5. Only in cases where ‘special corrective’ glasses are required will the Company be liable for the £50 contribution.
     6. “Normal” prescription glasses should be supplied at the Employee’s expense.
     7. Employees must seek prior approval from their manager before incurring any cost in relation to ‘special corrective’ glasses and present written confirmation from the optician that their glasses/prescription are for use with DSE, along with a valid receipt for the purchase of the glasses.

Policy Status: Non Contractual

Application: All Employees

1. HEALTH AND SAFETY POLICY

The Health and Safety at Work etc Act 1974 requires that all employers of five or more Employees are required to produce a written statement of their general policy with respect to the health and safety at work of their Employees and the organisation. It further requires the employer to revise this policy as and when necessary and to ensure the policy and revisions thereof is brought to the attention workforce.

* 1. General Statement of Policy
     1. The Company acknowledges and accepts its legal responsibilities for securing the health, safety and welfare of all its Employees, of sub-contractors working on its behalf and all others affected by their activities under the Health and Safety at Work Act 1974.
     2. The Company will provide and maintain safe and healthy working conditions so far as reasonably practicable.
     3. The Company will ensure, so far as is reasonably practicable:
* the provision and maintenance of plant and systems of work that are, so far as is reasonably practicable, safe and without risks to health;
* arrangements for ensuring, so far as is reasonably practicable, safety and absence of risks to health in connection with the use, handling, storage and transport of articles and substances;
* the provision of such information, instruction, training and supervision as is necessary to ensure, so far as is reasonably practicable, the health and safety at work of its Employees;
* so far as is reasonably practicable as regards any place of work under the employer's control, the maintenance of it in a condition that is safe and without risks to health and the provision and maintenance of means of access to and egress from it that are safe and without such risks;
* the provision and maintenance of a working environment for its Employees that is, so far as is reasonably practicable, safe, without risks to health, and adequate as regards facilities and arrangements for their welfare at work.
  + 1. The Company will provide adequate control of the Health and Safety risks arising from its work activities.
    2. The Company ensures that all its Employees are competent to carry out their tasks and given adequate information, instruction, training and supervision.
    3. The Company will encourage all Employees to be actively involved in maintaining safe operating conditions and practices.
    4. This policy will be regularly reviewed to ensure that these standards of health and safety are maintained.
  1. Organisation and Responsibilities
     1. Zehra Haq has overall responsibility for health and safety in the Company, and will:
* Ensure suitable financial provision is made for health & safety obligations;
* Provide a safe working environment for Employees and others who may be affected by the work activities;
* Ensure that the health and safety policy is effectively implemented throughout the Company;
* Provide appropriate training, information, supervision and instruction to Employees;
* Ensure work is planned to take into account health & safety issues;
* Provide adequate welfare facilities for their Employees in accordance to the Workplace, (Health, Safety and Welfare) regulations 1992.
  + 1. All Employees shall at all times take reasonable care of themselves and have due regard for the health and safety of others who may be affected by their work activities.
  1. Responsibilities for Organisation

**Chief Executive – Zehra Haq**

**Responsibilities:** - Day to day responsibility for Health and Safety

**Admin/ Personnel Manager – Naheed Kausar**

**Responsibilities:** - Maintenance of plant and equipment

* 1. Arrangements
     1. Health and safety is considered in all aspects of our work. The following, outlines the principal ways in which the Company implement health and safety.
  2. Communication
     1. The contents of this policy are brought to the attention of all Employees. Employees are directly consulted on any matters that may affect their health and safety.
  3. Training
     1. Training needs will be identified and Employees will be given training appropriate to their responsibilities. Training is specifically provided for work with hazardous substances, use of equipment, use of personal protective equipment (PPE) and manual handling.
     2. Additional training required because of new work activities and the use of new equipment or substances will be provided when needed. Training achievement of all Employees will be recorded.
  4. Risk Assessments
     1. Risk assessments are a legal duty under the Management of Health and Safety at Work Regulations 1999. Regulation 3 states:
* Every employer shall make suitable and sufficient assessment of the risks to the health and safety of their Employees to which they are exposed whilst they are at work;
* Every employer shall make suitable and sufficient assessment of persons not in their employment arising out of or in connection to this, by them or their undertaking.
  + 1. The objective is to examine all work areas and procedures to assess or determine if a risk or potential risks exist, categorise the severity of the risk with a view to elimination, substitution, reduction or control of the risk to help create a safe working environment.
    2. The head of the Company ensures operators are provided with appropriate instruction and training on risk assessments.
    3. Assessments are reviewed annually or when the work activity changes, whichever comes first.
  1. Display Screen Equipment (DSE)
     1. Display screen operators may suffer from postural difficulties and visual fatigue, in addition to the other hazards of the workplace, such as tripping over cables or carpets, lifting injuries picking up boxes of paper, etc. Although display screen equipment does produce some radiation, the levels produced are no more than those from the environment in many areas.
     2. Postural hazards result from poor ergonomics and working environment. The following may produce fatigue-related conditions:
* sitting in an immobile position for long periods;
* high rates of repetitive finger movements, with the wrists bent;
* poor circulation to the legs;
* pressure from the seat/chair upon the thighs caused by incorrectly adjusted seat;
* visual fatigue may result from the following:
  + poor screen display, such as low contrast or flickering;
  + high levels of ambient light compared to the screen display;
  + reflections or glare; and/or
  + the need for a document holder.
* these can produce eye strain, headaches or other related symptoms.
  + 1. The Company will meet the minimum health and safety requirements of the law. We aim to provide a working environment that is both comfortable and maximises the effectiveness of Employees. Although the Regulations only apply to DSE users or operators (an operator is a self-employed DSE user), we will try to apply the principles to all DSE workstations regardless of the category of user.
    2. General workplace risk assessments are carried out when required or as reasonably requested by members of staff or management. Managers are responsible for ensuring that any necessary risk assessments are undertaken and that recommended changes to the workplace and working practices are implemented.
  1. Emergencies
     1. Employees must always familiarise themselves with client procedures and fire exits when first attending other sites, and co-operates and participates in any drills.
  2. Welfare
     1. Welfare arrangements are provided in line with the Workplace (Health, Safety and Welfare) Regulations 1992.
     2. The Company ensures that the Workplace Approved Code of Practice is met by ensuring that the minimum number of sanitary conveniences is provided in line with the figures below.
  3. Equipment
     1. All equipment is subject to routine maintenance, taking into account various factors, including:
* statutory testing
* type of equipment
* amount of use
* consequences of failure
  1. Personal Protective Equipment
     1. The Personal Protective Equipment Regulations 1992 requires employers to supply suitable and sufficient PPE to their Employees wherever there are risks to health and safety that cannot be adequately controlled in other ways.
     2. PPE is provided as appropriate for the work activities. It should always be considered as the last resort and used only where other precautions cannot adequately reduce the risk of injury.
     3. Every employee has a duty to use the PPE provided and to report any loss of or obvious defect in the equipment.
  2. Hazardous Substances
     1. The law requires employers to control exposure to hazardous substances to prevent ill health. They have to protect both Employees and others who may be exposed by complying with the Control of Substances Hazardous to Health Regulations 2002 (COSHH).
     2. The risks associated with hazardous substances are considered for all work activities by obtaining information from the relevant Safety Data sheets where possible.
     3. Alternative, less harmful substances are used if available.
     4. In case of risks to health, PPE is provided and used by Employees.
     5. Unidentified potential hazardous substances, such as asbestos, encountered during the course of a work activity are referred to the client and/or advice taken from the H&S adviser, as appropriate.
     6. Any substances hazardous to health that are encountered by Employees e.g. cleaning agents such as bleach are assessed using appropriate COSHH assessment forms.
  3. First Aid and Accident Reporting
     1. A basic first aid kit containing recommended minimum materials is kept on the premises. An appointed person is selected from within the office to maintain the contents of the first aid kit and to phone for emergency assistance if required.
     2. All accidents are reported to the office and those defined in the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR) are reported to the appropriate enforcing authority or to the incident contact centre on telephone number 0845 300 9923.
  4. Manual Handling
     1. The Manual Handling Operations Regulations 1992 state each employer shall:
        + so far as is reasonably practicable, avoid the need for his Employees to undertake any manual handling operations at work which involve a risk to their being injured.
        + where it is not reasonably practicable to avoid the need for his Employees to undertake any manual handling operations at work which involve a risk of their being injured:
* make a suitable and sufficient assessment of all such manual handling operations to be undertaken by them.
* take appropriate steps to reduce the risk of injury to those Employees arising out of their undertaking any such manual handling operations to the lowest level reasonably practicable.
* take appropriate steps to provide any of those Employees who are undertaking any such manual handling operations with general indications and, where it is reasonably practicable to do so, precise information on: (a) the weight of each load; and (b) the heaviest side of any load whose centre of gravity is not positioned centrally.
  + 1. If Employees are required to use any manual handling equipment they should, as a minimum, be shown how to use it safely and warned of any dangers. If the equipment is complex or the risks are higher, then such information should also be conveyed in writing. This could be done, for example, by providing staff with a copy of the suppliers' operating instructions.
    2. The main aim of the Manual Handling Operations Regulations is to avoid injury to Employees, this can be achieved by avoiding moving loads altogether, but in most circumstances this will be impracticable. The second stage in the hierarchy of control is to try and automate or mechanise the manual handling operations i.e. by using forklift trucks, conveyor belts etc. Lastly if this is not possible the employer will be required to carry out a manual handling assessment, this may be a simple assessment or it may require a more detailed assessment.
    3. A detailed assessment needs to take into account of: -
* The Task: Is there twisting, stretching, stooping etc involved
* The Individuals capability: Does it require unusual height, strength, training etc?
* The Load: Is the load, hot, heavy, sharp, difficult to grasp etc?
* The Environment: Are there slippery floors, stairs, confined spaces etc?
  + 1. Company Employees are advised not to manually handle loads, which they feel incapable of moving safely.
  1. Fire Safety
     1. Exposure to fire can result in burns and inhalation of smoke, either of which can be sufficiently serious to be fatal. Fires can cause massive destruction to the building structure, services, equipment, goods in storage, also information and records can be destroyed or damaged. We are legally obliged to safeguard our Employees against exposure to the hazards associated with fire.
     2. For these reasons, we undertake to put in place arrangements for the assessment of risks from fire and appropriate control measures to minimise the risks identified. These measures will include the following arrangements, procedures and controls:
* inspection of the structure of the premises for fire safety annually
* fire detection equipment to be installed and inspected regularly
* any fire alarms will be regularly tested
* fire suppression apparatus will be inspected regularly
* emergency lighting will be provided as appropriate
* fire extinguishers will be placed at clearly labelled fire points
* emergency exit routes and signs to be kept clear at all times
* we will train staff in the use of extinguishers, procedures for fire drills and evacuation
* records of training, induction, drills, alarm tests, fire certification to be kept on the premises and up to date in the fire log book.
* supervision and monitoring of visitors, including contractors will be carried out by the **Senior Manager on duty**.
  + 1. These arrangements will be reviewed at least annually and on any significant change in the business or the premises.
    2. Employees are reminded that they have a legal obligation under the Management of Health and Safety at Work Regulations 1999 to inform their manager of situations where they see serious and imminent danger to health and safety, OR any matters where they see a shortcoming in our arrangements for health and safety protection.
  1. Visiting Other Premises
     1. When visiting other premises Employees should comply with all standards of safety applicable to visitors of that site.
  2. Sub-Contractors
     1. Sub-contractors are taken through a selection process which includes the assessment of their health and safety policy, procedures and risk assessments. They are given a copy of the client’s rules and emergency procedures. Sub-contractors are continuously monitored throughout the term of contract.
  3. Public Safety
     1. Members of the Public who may visit our site are informed of any specific hazards that may exist on the premises and adequately supervised whilst they are on the premises Procedures for evacuation in the event of a fire are also made known as well as the exits pointed out.

Policy Status: Non Contractual

Application: All Employees, casual staff and applicable volunteers.

1. LEARNING AND DEVELOPMENT POLICY

Dhek Bhal recognises that its most important resource is it employees. Dhek Bhal is committed to employee learning and development, in line with available resources.

Appropriately trained and skilled employees will be able to assist Dhek Bhal to achieve our objective of providing specialised, high quality care and rehabilitation to vulnerable people.

Individual learning and development needs will be identified mainly through the staff supervision and appraisal process. Once identified, these needs will form part of Dhek Bhal’s annual learning and development plan.

The learning and development needs identified will be met through a variety of activities.

These activities may include:

* Shadowing another member of staff
* Planned reading
* Working through a computer based package
* Off the training
* A qualification or an NVQ
* Mentoring & Coaching

All internal training provided will be of no cost to the employee. External courses and professional qualifications may be fully funded, depending of the following criteria:

* The relevance to the job
* The funds available
* Whether the learning need can be met in another way. Employees are asked to provide feedback on the value and effectiveness of the learning and development activity they have undertaken, so that it can be further improved for the future.

If the criteria above are met then employees who undertake external training must ensure the following:

* They make every effort to attend the training
* They give a minimum of one week notice if they are unable to attend the training.
* Failure to do so will result in £40 charge being incurred, which would be deducted from their next salary.
* If an employee wishes to read their prayers during the training, they must inform the Admin/Personnale Manager BEFORE the start of the session in order that this can be accommodated.
* Any personal business such as checking personal emails, answering calls or send/receiving text messages should be done during the breaks.
* Trainees must register their time of arrival when signing in and time of departure.
* If an employee misses some of the training or arrives late/leaves early this may result in them not passing the training and will result in £40 charge being incurred, which would be deducted from their next salary and (if applicable) they will not be paid for their time attending the training.
* If the employee is sick on the day of the training they must provide evidence of this in the form of a Fit Note from their GP. The cost of obtaining this will be the sole responsibility of the employee.
* They wear full uniform and id badges at all times during the training.
* They take full responsibility to arrange their work rota directly with their manager to enable then to attend training. It is not the manager’s or personnel’s responsibility.
* If an employee attends training for the first time whilst employed by Dhek Bhal, they will not be paid for their time. If they have already completed training, either whilst employed with Dhek Bhal or external agency (certificate needs to be provided) which they need to refresh, Dhek Bhal confirms the employee will be paid for their time.
* Following the training all certificates issued remain the property of Dhek Bhal and will remain in the employee’s personnel files. Employees can request a copy of their certificate by giving at least one week written notice.

Policy Status: Non Contractual

Application: All Employees, casual staff and applicable volunteers.

1. LEAVING THE ORGANISATION

Should an Employee decide to leave the Company their departure will be managed in a fair and consistent manner. This policy outlines the Company’s procedures for managing exiting Employees and sets out what the Company expects from Employees during this period.

* 1. General
     1. Any departures from the Company will be processed in an accurate and timely manner in accordance with any relevant contractual terms.
     2. Employees will normally be expected to work out their full notice unless otherwise agreed with the Company or where employment may be terminated summarily. When working their notice period Employees are expected to adhere to the same standards of conduct and performance as are expected of all Employees of the Company.
     3. Employees will be expected to repay any monies owed to the Company before termination; such sums may be deducted from any final salary payment owed. Should any debt remain outstanding Employees are expected to make payment of any additional amount within one month of the termination date. The Company will seek recovery of any unpaid debt through any lawful means.
     4. Employees will be invited to provide feedback about the Company and their reasons for leaving via an exit interview and or questionnaire. Information from the interview/questionnaire will be confidential and used to improve the operation of the business.
  2. Resignation
     1. Where the Employee wishes to terminate their contract of employment notice must be given in writing to the appropriate Line Manager. On receipt of notification the Line Manager will agree an effective date of termination with the Employee based on the period of notice contained within the Employee’s contract of employment.
     2. There may be occasions when the Line Manager and Employee agree to waive the required period of notice. In such circumstances there will be no payment to the Employee for the remainder of the notice period.
     3. Staff do not have a right to withdraw notice of resignation, although line management may consider any such request at their discretion.
  3. Redundancy and redeployment
     1. In the rare event that the Employee’s post is affected by a redundancy situation the Company will do its utmost to find other solutions first. The Company shall write to inform Employees of any proposals and shall look to enter into consultation with them before any final decision is reached.
  4. Retirement
     1. The Company has no fixed retirement age and we acknowledge that retirement is a matter of choice for individuals. Employees are free to retire whenever they choose or to seek alternative roles or working patterns, please refer to our (Flexible Working Policy).
     2. Employees and their Manager may want to discuss their short, medium and long-term plans as the need arises. For example, a promotion opportunity may arise, or if their circumstances change they may want a different working pattern or to stop working altogether. We need to plan ahead and may indicate to Employees from time to time that it would be helpful to know what their plans are. There is no obligation for us or the Employee to hold discussions about future plans, but it may be mutually beneficial to do so.
     3. During any workplace discussions we will not assume that any Employee wants to retire just because they are approaching a certain age, such as state pension age, nor will we make discriminatory comments, suggesting that they should move on due to age.
     4. It is recognised that Employees, at whatever stage of their working life, may wish to change their working pattern to suit their individual circumstances. It may therefore be possible to agree a flexible working approach whether or not this is intended to lead directly towards a full retirement. Should an Employee wish to work more flexibly (e.g. reduced hours) then that request would be considered as a flexible working request (under the flexible working policy above).
     5. If an Employee indicates that they are thinking of retiring, they are free to change their mind at any time until they have actually given notice to terminate their employment. Any Employee’s employment or promotion prospects will not be prejudiced because they have expressed an interest in retiring or changing work patterns.
     6. If an Employee has decided to retire, we would appreciate as much notice as possible, although they should give the Company at least the written notice they are obliged to give under their contract of employment.
  5. Pay in lieu of notice
     1. Where notice has been given by either party, the Company may, in its sole and absolute discretion, terminate the Employment at any time and with immediate effect and pay the Employee in lieu of notice or require the Employee to work out part of their notice period and pay the balance in lieu.
     2. This payment in lieu will be equal to the basic salary (as at the date of termination) which the Employee would have been entitled to receive under this agreement during the notice period less income tax and National Insurance contributions. For the avoidance of doubt, the payment in lieu shall not include any element in relation to:
* any bonus payment that might otherwise have been due during the period for which the payment in lieu is made;
* any payment in respect of benefits which the Employee would have been entitled to receive during the period for which the payment in lieu is made; and
* any payment in respect of any holiday entitlement that would have accrued during the period for which the payment in lieu is made.
  + 1. The organisation may, at its discretion, require the Employee who has resigned to take ‘garden leave’, i.e. not to attend the place of work for the duration of the notice period. The organisation will have no obligation to provide the Employee with work during this period, but all contractual benefits will continue to apply.
    2. No notice payment will be made in the case of gross misconduct or where an individual has left without giving notice.
  1. Pre Exit Actions
     1. Employees may be required to take any outstanding holiday entitlement during the notice period unless reimbursement is agreed with the Manager. Where more leave has been taken than the Employee has been entitled to, this will be deducted from the final payment.
     2. Before leaving, for whatever reason, Employees should return all organisational property (e.g. security cards, keys, documentation, computer equipment, clothing, equipment). A failure to do so may incur a deduction from any final payment due or a delay in paying the Employee their final payment.
     3. Employees must ensure that they have repaid all monies owed to the Company including but not limited to any, overpayments of salary, loans, advances etc. Such debts may be deducted from any final salary payments due. The Company reserves the right to seek recovery of any unpaid debt through any lawful means where the Employee leaves in default.
     4. The Company is committed to making the workplace better. As such whenever an Employee leaves the Company they may be asked to attend an exit interview or complete an exit survey. The Company view’s honest opinion based on personal experience as crucial to helping workplace development and would therefore encourage all leaving Employees to take part in this process.
  2. Post Termination
     1. Employees are reminded that they may remain bound by specific provisions of their contract after their employment has ended. These include the requirements in respect of confidentiality and post termination restrictions (if applicable).
     2. On leaving the Company, staff may not claim to represent be in employment or have any other connection with the Company (other than as a former Employee) to any third party.

Policy Status: Non Contractual

Application: All Employees

1. GUIDANCE FOR MANAGING EMERGENCIES

**In case of serious medical emergency, follow procedure below:-**

* Check the client and ensure they are safe and secure.
* Ensure the environment is safe for you to be there.
* Contact emergency services 999 for Ambulance

**Then contact the office as below:-**

**During Office hours Mon – Fri 9am – 4.30pm** **:-** 0117 9146671 / 9146672

**Out of Office hours :-**

Zehra Haq – Chief Executive – 0777 6204661 or 0117 9510583

Parveen Akhtar – Sitting/ Domiciliary Care Manager –

07798687627 / 07440416284 / 0117 9519800

**In case of any other emergency, follow procedure below:-**

* + If service user in immediate danger call 999 for Police or Fire Brigade.
  + If not in serious danger but need to report a crime contact 101 for local police station.
  + If any other emergency contact the office or office out of hours numbers as above.
  + To report any safeguarding issues, contact the office or office out of hours numbers as above. The numbers below are for your information only, the manager contacts those directly :-

**Professionals only**

**Bristol Safeguarding Coordination Unit, - Advice line 0117 9529456**

or **e-mail:** [**bristolscu@avonandsomerset.pnn.police.uk**](mailto:bristolscu@avonandsomerset.pnn.police.uk)

**Safeguarding Adults Referral Forms**

**BSCU Fax – 0117 9529470**

**Care Direct Fax – 0117 9036688**