The Melton Learning Hub



Employee Handbook

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# Introduction

Welcome to our team. We wish you every success in your employment with us and hope you will find your experience here positive and rewarding.

This Handbook contains information, rules, policies and procedures concerning your employment and should be read in conjunction with your Statement of Main Terms of Employment ('Statement') provided to you. Additional, new or revised rules, policies and procedures may be issued at any time separate to this Handbook and it is your responsibility to observe and adhere to these.

Unless contained within your Statement or stated otherwise, the contents of this Handbook are included within your terms and conditions on a non-contractual basis. We may make changes to the contents from time to time with no advance notice.

If you have any queries or have not been provided with a Statement for any reason, you should have no hesitation in raising this matter.

# Joining our Charity

## Induction

At the start of your employment with our Charity you are required to complete an induction programme, during which all of our policies and procedures will be explained to you. Information relating to these will be given to you at the induction.

## Job Description

You will be provided with a job description relating to your role. This job description is a non-contractual document and therefore we may make amendments to it from time to time in relation to the needs of the business. All staff will be subject to a DBS check and online checks in accordance with Keeping Children Safe in Education 2023.

## Performance and Review

Our policy is to monitor your work performance on a continuous basis so that we can maximise your strengths, and help you overcome any possible weaknesses. This includes an appraisal scheme which will help monitor staff performance levels with a view to maximising the effectiveness of individuals. You will be informed two weeks in advance of your appraisal dates.

## Job Flexibility

It is an express condition of employment that you are prepared, whenever necessary, to transfer to alternative departments or duties within our business. During holiday periods etc., it may be necessary for you to take over some duties normally performed by colleagues. This flexibility is essential for operational efficiency as the type and volume of work is always subject to change.

# Equality, Inclusion and Diversity

The Charity is committed to the principle of equal opportunity in employment.

The terms equality, inclusion and diversity are at the heart of this policy. Equality means ensuring everyone has the same opportunities to fulfil their potential free from discrimination. Inclusion means ensuring everyone feels comfortable to be themselves at work and feels the worth of their contribution. Diversity means the celebration of individual differences amongst the workforce. We will actively support diversity and inclusion and ensure that all our employees are valued and treated with dignity and respect. We want to encourage everyone in our business to reach their potential.

We value people as individuals with diverse opinions, cultures, lifestyles and circumstances. All job applicants, employees and workers, including agency workers, are covered by this policy and it applies to all areas of employment including recruitment, selection, training, career development, and promotion. These areas are monitored and policies and practices are amended if necessary to ensure that no unfair or unlawful discrimination, intentional, unintentional, direct or indirect, overt or latent exists.

Equality of opportunity, valuing diversity and compliance with the law is to the benefit of all individuals in the Charity as it seeks to develop the skills and abilities of its people. While specific responsibility for eliminating discrimination and providing equality of opportunity lies with Managers and supervisors, individuals at all levels have a responsibility to treat others with dignity and respect. The personal commitment of every employee to this policy and application of its principles are essential to eliminate discrimination and provide equality throughout the Charity.

Management will ensure that recruitment, selection, training, development and promotion procedures result in no job applicant, employee, or worker receiving less favourable treatment because of a protected characteristic within the Equality Act 2010 which are race, including colour, nationality, ethnic or national origin and caste; religion or belief; disability; sex; sexual orientation; pregnancy or maternity; gender reassignment; marriage or civil partnership; and age. In accordance with our overarching equal treatment ethos, we will also ensure that no one is treated less favourably on account of their trade union membership or non-membership, or on the basis of being a part-time worker or fixed-term employee. The Charity’s objective is to ensure that individuals are selected, promoted, and otherwise treated solely on the basis of their relevant aptitudes, skills and abilities.

The Charity will ensure that the policy is circulated to any agencies responsible for our recruitment and a copy of the policy will be made available for all employees and made known to all applicants for employment.

The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.

The policy will be implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice.

Management has the primary responsibility for successfully meeting these objectives by:

* not discriminating in the course of engagement against employees, workers or job applicants;
* not inducing or attempting to induce others to practise unlawful discrimination;
* bringing to the attention of the workforce that they may be subject to action under the disciplinary procedure, or other appropriate action, for unlawful discrimination of any kind.

You can contribute by:

* not discriminating against fellow employees, workers, customers, clients, suppliers or members of the public with whom you come into contact during the course of your duties;
* not inducing or attempting to induce others to practise unlawful discrimination;
* reporting any discriminatory action to your Centre Manager.

The successful achievement of these objectives necessitates a contribution from everyone and you have an obligation to report any act of discrimination known to you.

If you consider that you are a victim of unlawful discrimination you may raise the issue through the grievance procedure.

# Positive Work Environment

### Statement of the Policy

The Charity is committed to creating a harmonious and safe working environment, which is free from harassment and bullying and in which every employee is treated with respect and dignity. The Charity strives to ensure that the different experiences, abilities and skills of each individual are valued by others. Inappropriate behaviour should be challenged. It is the Charity’s intention to encourage everyone to behave in a proper manner at all times.

Harassment or bullying causes stress, anxiety and unhappiness to individuals, creates an unpleasant environment in which to work and may be unlawful. This can reduce efficiency and may ultimately have an impact on the way in which services are delivered to customers and clients. For these reasons, it is important that the Charity, as an employer, and individual employees strive to achieve a working environment which is free from this type of behaviour.

You may be an individual or part of a group that receives the unwanted attention. The harassment, bullying or victimisation may be a one-off incident or it may be a series of incidents. Your dignity at work can be affected by inappropriate behaviour, which causes offence, whether it is intentional, or not.

The Charity is committed to ensuring that individuals do not feel apprehensive because of their race, religion or belief, disability, sex, sexual orientation, pregnancy or maternity, gender reassignment, marriage or civil partnership, age, or as a result of being subjected to any inappropriate behaviour.

All employees can expect to:

* be treated with dignity, respect and courtesy;
* be able to work, free from unfair treatment, bullying, harassment or victimisation;
* be valued for their skills, abilities and experiences.

All employees are expected to:

* familiarise themselves with the content of this policy;
* treat all employees with dignity, respect and courtesy;
* contribute towards a positive working culture;
* challenge or report unacceptable behaviour;
* be mindful of others when expressing views;
* cooperate with investigations into harassment and bullying.

Breaches of this policy will be considered unacceptable behaviour and will be treated as misconduct, which may include gross misconduct warranting dismissal. All employees must comply with this policy.

The Charity is committed to dealing with any issues quickly, positively and confidentially when and if they occur.

It is important to remember that while you may make comments outside work, for example on social networking sites, the Charity may use such evidence in investigations on bullying and harassment matters.

### Definition of Harassment

Harassment is unwanted conduct, related to a relevant characteristic set out in the Equality Act 2010 that violates a person's dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment for them. The protected characteristics are race, religion or belief, disability, sex, sexual orientation, pregnancy or maternity, gender reassignment, marriage or civil partnership, and age.

Harassment may take many forms. It can range from extreme forms such as violence to less obvious actions such as persistently ignoring someone. The following, though not an exhaustive list, may constitute harassment:

* physical contact ranging from touching to serious assault;
* verbal and written harassment, including via email or letters, through jokes, teasing or banter, offensive language, gossip or slander;
* sharing inappropriate images or videos;
* using racist slang, phrases or nicknames;
* isolation, non-cooperation, or exclusion from social activities;
* intrusion by pestering, spying, or following etc.

Employees may also be subject to harassment from third parties such as clients, customers, suppliers, or the general public etc. where interaction with those third parties is a part of their role.

### Definition of Bullying

Bullying is repeated inappropriate, offensive behaviour, which is often an abuse of power or position. It can be direct or indirect, either verbal, physical or otherwise, conducted by one or more persons against another or others in the course of employment, which could reasonably be regarded as undermining the individual’s right to dignity at work.

The following examples may constitute bullying:

* threats, abuse, teasing, gossip or practical jokes;
* humiliation and ridicule either in private, at meetings or in front of customers/clients;
* name calling, banter, insults, or devaluing with reference to age or physical appearance;
* setting impossible deadlines;
* imposing excessive workloads;
* making unjustified criticisms;
* excessive monitoring;
* removing responsibilities;
* allocating menial or pointless tasks;
* withholding information;
* refusing requests for leave, holiday or training.

It should be noted that it is the impact of the behaviour which is relevant and not the motive or intent behind it.

### Employees’ Responsibilities

All employees have a responsibility to help create and maintain a working environment that respects the dignity of employees. You should be aware of the serious and genuine problems which harassment and bullying can cause, and ensure that your behaviour is beyond question and could not be considered in any way to be harassment or bullying. No one should practise or encourage such behaviour and should make it clear to all concerned that you find it unacceptable. You should also support colleagues if they are experiencing harassment or bullying and are considering making a complaint. You should alert a Manager or Supervisor to any incidents to enable the Charity to deal with the matter.

### Managerial Responsibility

The Directors, Centre Manager and Deputy Managers have a responsibility to ensure that harassment or bullying does not occur in work areas for which they are responsible. They are committed to the elimination of bullying and harassment and must be vigilant in preventing acts wherever possible. The Board of Directors see this as a shared responsibility.

Managers and Deputy Managers also have a particular duty to set a proper example by treating everyone with dignity and respect and ensuring that their behaviour is beyond question.

Centre Managers also have a responsibility to explain the Charity's policy to their staff and take steps to promote it positively. They will be responsive and supportive to any member of staff who makes a complaint, provide full and clear advice on the procedure to be adopted, maintain confidentiality in all cases and ensure that there are no further problems or any victimisation after a complaint has been raised or resolved.

The Charity will provide training to ensure that the Management team and other staff are fully aware of this policy and the procedures for dealing with harassment and bullying.

### Procedure for Dealing with Alleged Harassment or Bullying

Complaints can be made both formally and informally. Whichever route you decide to take, and the decision will always be yours, you will be offered guidance and assistance at every stage to help you resolve the problem as soon as possible and to stop the harassment.

If you are comfortable doing so you should, in the first instance, ask the person responsible to stop the behaviour, explaining that you feel uncomfortable in the way they are acting towards you. Speaking directly to the person at an early stage will often be sufficient to stop the behaviour.

If you feel unable to do this, you may be able to ask your Centre Manager or a colleague to do this on your behalf.

If you decide to make a formal complaint you should do so through the grievance procedure as soon as possible after the incident has occurred. All complaints will be handled in a timely and confidential manner. You will be guaranteed a fair and impartial hearing and the matter will be investigated thoroughly. If the investigation reveals that your complaint is valid, prompt attention and action will be taken, designed to stop the behaviour immediately and prevent its recurrence. Every effort will be made to support you in the workplace.

You will be protected from intimidation, victimisation or discrimination for filing a complaint or assisting in an investigation. Retaliating against an employee for complaining about harassment or bullying is a disciplinary offence.

Whilst this procedure is designed to assist genuine victims of harassment or bullying, you should be aware that if you raise complaints which are proven to be deliberately vexatious, you may become subject to proceedings under the disciplinary procedure.

### Procedure for Dealing with Alleged Harassment or Bullying from a Third Party

Any form of harassment towards you from third parties during your dealings with them will not be tolerated by the Charity.

We appreciate that a decision to report harassment from a third party may be difficult, particularly if the third party is a valuable client or customer or has a long-standing business relationship with the Charity. However, we encourage you to report any instance of harassment from a third party so that the Charity can take appropriate action.

You should follow the procedure set out above if you experience harassment from a third party, after which a meeting with you will be arranged and an investigation undertaken.

The action, where a complaint is substantiated, will depend on the circumstances of the case and may include:

* speaking with the harasser and warning them that any future occurrence of harassment will result in the Charity withdrawing provision of its services to the harasser;
* contacting the business for whom the harasser works and making a complaint against them. The Charity explicitly ask for this conduct to stop and shall require that the harasser is removed from our account;
* refusing to continue to provide services to the harasser;
* reassigning the provision of the Charity’s services to the harasser to another employee.

# Timekeeping and Time Off

## Clocking in Policy and Procedure

## Tardy

An employee is deemed to be tardy when he/she:

* Fails to report for work at the assigned/scheduled work time.
* Leaves work prior to the end of assigned/scheduled work time without prior Manager approval.
* Takes an extended meal or break period without approval
* Arrives to work past his/her scheduled start time .

## Time Clocks

Employees are required to follow established guidelines for recording their actual hours worked. A missed clock in/out is a violation of this policy and includes:

* Failure to clock in/out on their designated time clock at the beginning and/or end of their assigned shift.
* Failure to accurately and timely report time worked.
* Clocking in/out early (or late) of assigned shift without prior approval.
* Getting another member of staff to clock in and out will result in instant dismissal.

## Working Hours

Your normal hours of work are detailed in your Statement. It is your responsibility to ensure that you attend punctually for work and follow all timekeeping and absence procedures. In order to help us to maintain optimum service levels, you may be required to work additional hours from time to time. Further details are contained in your Statement.

If you are unable to attend work for any reason or are going to be late you are required to telephone your line manager before 8.00am or as soon as reasonably practicable, stating why you are absent or late and when you expect to arrive at work.Text messages are not acceptable.

If you have a need to leave work prior to your normal finishing time or to have time away during the normal working period, you must not leave without first obtaining permission. In such circumstances, you must report to your line manager upon returning to work.

Persistent lateness, unacceptable levels of absence and/or unauthorised absence may result in a disciplinary warning or dismissal, depending on the circumstances.

## Trade Union Membership

It is the policy of the Centre to communicate directly with its employees. Whilst the Centre does not formally recognise any trades union, it recognises that employees may join any trade union of their choice, or not join a trade union.

You may if you wish become a member of a trade union, and as a member you would be free to take part in its activities at such times, within your weekly working hours as have been agreed with the Management team as well as in your spare time.

It must be stressed that where employees do join a trade union that union is not recognised for negotiation or bargaining purposes.

## Appointments

You are normally expected to ensure that appointments to visit the doctor, dentist, hospital, etc. are made in your own time and outside normal working hours. In the event that this is not reasonably practicable, time off work will be permitted to attend such appointments, providing that the appointment is substantiated with an appointment card, if requested, and the timing of the appointment causes as little disruption as possible, i.e. at the beginning or end of the working day. In such circumstances staff will be allowed to use time accrued to attend such appointments. Consent to use time off from your accrual should be sought from your line manager.

## Time off for Dependants

You are entitled to reasonable time off, with or without pay, for urgent or unexpected incidents of real need involving a dependant, who is a member of your immediate family, or someone who reasonably relies on you for help when they are ill or injured, or for making arrangements for them to be cared for in the event of illness or injury. This can be done with pay if you have sufficient time off accrued, work commitments allow and you have permission of your line manager. Outside of the below definitions time off might be granted with the consent of your line manager but will be authorised for no pay.

Dependant is defined as ; child, step-child, adopted child or young person in your care.

Immediate Family is defined as ; Mother, Father, spouse, step or adopted Mother or Father.

The entitlement to time off in such circumstances is limited to what is reasonable for you to deal with the immediate problem and to organise any longer term arrangements.

If you are unable to attend work due to unforeseen family circumstances such as the death of a dependant, breakdown of childcare arrangements, or illness of a dependant, you may be entitled to reasonable time off work see special leave.

## Adverse Weather and Public Transport Disruption

The Charity recognises that there are occasions when you may have difficulty in travelling to work due to severe weather conditions or disruptions to public transport.

While the Charity expects employees to make every effort to come to work, you should under no circumstances travel if it is dangerous to do so and you should have due regard for your health and safety .In such cases please refer to the **Working from Home policy** and the Charity’s expectations.

### Procedure

Severe weather or disruptions to public transport may make travelling to work slower or more difficult. Where you find that your journey to work is delayed you should, where possible, contact your Centre Manager at the earliest opportunity and at the latest by 8am. This allows the Centre Manager to consider if there are sufficient staff to safely operate our services.

You are expected to make every effort to arrive for work on time.

If poor weather conditions or disruptions to public transport result in you arriving for work late, you are expected to make up the time lost.

On occasions, for example in the event of road closures due to severe weather, or the total shut down of public transport, it may be impossible for you to attend work. On such occasions you will normally be required to take annual leave in respect of that day. If you have exhausted your annual leave entitlement, the time away from work will be unpaid.

If unexpected weather conditions that will make travel difficult occur during the working day, employees will, at management discretion, be allowed to leave work early in order to travel home.

Employees who abuse the above procedure may be subject to action under the disciplinary procedure.

This policy will be applied in a spirit of common sense and reasonableness, balancing the needs of the business, its customers, and the safety of employees.

## Jury Service

You are entitled to time off work to fulfil your obligations with regard to jury service. In the event of you being summoned to attend for jury service, you must notify management immediately on receipt of the jury summons, giving details of the dates you are required to attend court.

You may be requested to apply to the court for your jury service to be either postponed or delayed if it is considered that your absence will cause substantial injury to the business. A failure or refusal to make such an application when requested may lead to action being taken under the Disciplinary Procedure, which may include dismissal.

If you are retained on jury service for a prolonged period you have an obligation to notify the Charity and must keep in regular contact throughout this time. You must return to normal working immediately following your release from jury duties.

You are reminded to ensure that an expenses claim is submitted to the court in accordance with the available allowances for travelling, subsistence, and your financial loss.

You must give the Charity a Certificate of Loss of Earnings which the Finance Officer will complete and return to you.

You are not entitled to payment for this time off as you can claim allowances from the court.

# Pay

## Payment

The methods of pay and payment intervals are set out in your Statement of Terms.

An itemised pay statement will be issued to you at each pay period. If at any time you have any queries you should raise them with your Manager.

On termination of employment, your final payment may be made in a different form to that stated in your Statement.

## Pay Review

Any change in your pay will be notified to you; the Charity cannot guarantee that there will be an annual pay increase.

## Deductions from Pay

The Charity will make deductions from your pay in certain circumstances, for example, where a deduction is legally required such as income tax and National Insurance. You will receive a form P60 on an annual basis explaining deductions made for income tax and National Insurance. Where you receive non-salary benefits from us, you will also receive a form P11D.

If you are overpaid for any reason, we will normally seek to deduct the amount of overpayment at your next payday. However, if the amount to be deducted would cause hardship, we may arrange for repayment over a longer period.

We may also make other deductions from pay as permitted by relevant sections in this Handbook and our other policies.

The right to deduct wages, either as a result of this clause or any other clause within your Statement or this Handbook is an express term of your contract of employment.

## Expenses

The Charity will reimburse you for approved expenses wholly and necessarily incurred in the course of your work.

It is not the purpose of the payment for expenses to provide you with an incentive or reward for non-standard duties. The amount of any payment for expenses will be the additional costs incurred as a result of you undertaking a work assignment.

Expenses will be paid in accordance with the regulations and interpretation of HM Revenue & Customs or suspended, if necessary, at its instruction.

Any special ad hoc arrangements made to suit particular circumstances will not be considered to set any form of precedent.

You are expected to use the most cost effective transport, methods, and routes when travelling to carry out your duties.

You will be entitled to claim the following providing they are reasonable, the appropriate documentation has been completed, and supporting receipts (including VAT receipts) have been submitted:

* cars - mileage at the rate notified and all necessary parking charges and unavoidable tolls - you are responsible for any fines or penalties incurred;
* trains - standard class fare;
* accommodation - cost of room and all necessary meals and reasonable drinks;
* meals - as necessary and to a reasonable standard whilst on authorised business.

Payment of your expense claims will be delayed or withheld if you are unable to provide appropriate evidence of the cost incurred. Fraudulent claims may result in your dismissal**.**

## Shortage of Work

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

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

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

# Holidays

## Entitlement

Your annual leave entitlement, including that relating to bank and public holidays, is detailed in your Statement.

The holiday year runs from 1st September to 31st August.

New starters will accrue annual holidays on the basis of 1/12th of the annual entitlement for each month of service in the holiday year.

## Booking Holidays

This procedure makes up part of your contractual terms and conditions. All annual holidays must have prior approval and authorisation. Requests for annual leave should be submitted two weeks advance of the request to the Centre Manager. Staff working with students are not expected to take annual leave during term-time. Requests should be submitted within normal working hours. Request should be submitted via the email system. If a request is submitted outside of these arrangements and no response from the Centre Manager is received it should be understood that the request is not authorised. It is at the discretion of the Centre Manager to grant annual leave requests where less than 2 weeks notice is given, these will only be granted in exceptional circumstances. The Charity will respond as soon as possible to your request for holiday. No responsibility will be accepted for monies or annual leave entitlement lost as a consequence of your failure to follow this procedure.

Requests for holidays should be submitted to your Centre Manager.

It is expected that annual leave will normally be taken in periods of not less than 1/2 day.

Where too many employees require the same holiday period, which if granted would impair the efficiency of the business, holidays will be granted on the basis of first come, first served.

It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. A maximum of 5 days unused holiday entitlement can be carried forward into the next holiday year with the written permission of the Centre Manager .This must be taken by the Christmas holiday.

Should you fall sick prior to or during pre-booked annual holidays there is no entitlement to take those holidays on another occasion unless the Sickness Notification Procedure has been followed and a Statement of Fitness for Work or a medical certificate is provided.

Holiday entitlement will continue to accrue during periods of Maternity, Adoption, Paternity, Shared Parental and Parental leave.

During your notice period the Charity reserves the right to decide on the dates on which some or all of your outstanding holiday entitlement may be taken.

The content of these clauses does not affect your statutory holiday entitlement under the Working Time Regulations 1998 (as amended).

## Death in service

Where a member of staff dies whilst working for the organisation, an allowance equivalent to that part of the annual leave entitlement not taken at the date of death shall be paid to the member of staff’s personal representative. No deduction from the final salary payment

should be made in respect of annual leave taken in excess of entitlement at the date of death.

**Recording and Monitoring Annual Leave**

It is imperative that the Centre manager implements a leave reporting procedure appropriate for the centre.

The Centre Manager must record annual leave taken in order to ensure that leave granted is commensurate to the entitlement of the member of staff and in accordance with this policy.

# Unpaid Leave

There may be circumstances when it is appropriate for the Centre Manager to allow an individual to take unpaid leave in addition to annual leave to enable a member of staff to take an extended period of leave.

#

# Sickness

## Notification Procedure

You are required to telephone your Line Manager on the first day of sickness absence, stating why you are absent, and when you expect to return. Calls must be made before 8am. If your absence continues, you must contact them regularly to update on your continuing absence.

You must provide the appropriate documents as referred to below at the relevant times, and complete any absence recording documentation as required on your return to work.

Please note that personal contact is required at all times when contacting the Charity. The sending of text messages, WhatsApp messages, email or notification by social media will not be accepted as valid notification.

Failure to notify the Charity as set out may result in disciplinary action being taken.

## Documenting Periods of Absence

You should produce the following written evidence of absence and ensure that appropriate documents are provided for the whole of your absence:

* Self-Certificate -
	+ for absence of up to and including 7 calendar days.
* Statement of Fitness for Work -
	+ for absence of more than 7 calendar days; or,
	+ when requested, where more than 3 periods of self-certificated absence occur in any 12 month period (this may have to be obtained at your own expense); or,
	+ for absence before or following an annual or bank or public holiday.

You should forward the relevant documents and any correspondence to the Finance Officer as soon as possible. Failure to do so may result in sick pay being delayed or withheld, and action under the Disciplinary Procedure being taken.

Where your G.P. or medical advisor has issued a Statement of Fitness for Work indicating you may be fit for some work, you must notify the Centre Manager at the earliest opportunity so that a return to work may be considered.

The Charity reserves the right to require you to undertake a medical examination by a medical practitioner and/or specialist of the Company's choice, and/or to seek a report from your G.P.

Where the Charity wishes to seek a report from your G.P., you have rights under legislation. A summary of these rights is included later in this Handbook, under 'Access to Medical Reports'.

### Notification of Infectious Diseases

You must notify the Charity if you are suffering from or have symptoms of a notifiable infectious disease, e.g. mumps, measles, or food poisoning, or where you have been in close contact with someone with such an illness. Where you have been off work with this type of illness, you must contact the Charity and your G.P. prior to returning to work to ensure that it is safe to do so.

## Injury at work

Any accident arising out of or in the course of employment with the Charity must be reported and recorded in accordance with the procedures laid down by the Charity. The accident will be subject to investigation and report by an employee authorised for the purpose by the Charity.

Where an employee seeks medical advice about an illness which is suspected or alleged to result from the nature of his or her employment the employee must report relevant information to the Centre Manager at the first opportunity.

 In the case of the first, and any subsequent absence, due to industrial disease or accident an employee shall submit, at any time during such absence, if so required by the employer, to a medical examination by a registered medical practitioner nominated by the Charity.

## Sickness Pay

You will be paid your normal salary for periods of sickness in accordance with the entitlements below.

|  |  |  |
| --- | --- | --- |
|  | Full Pay | Half Pay |
| During first year’s service  | 1 week | n/a |
| During second year’s service | 2 weeks | 2 weeks |
| During third year’s service | 4 weeks | 4 weeks  |
| During fourth years service and fitfh year’s of service | 5 weeks  | 5 weeks |
| After 5 year’s service | 3 months | 6 months |

## Special Leave

The special leave criteria specify areas where special leave may be granted and the maximum duration. The Charity Manager should ensure that staff know that special leave is available where there are extreme domestic difficulties, rather than reporting sick.

The Charity Manager has the discretion to grant special leave. The following is a list of examples but the Charity Manager will judge each case on its merits. A combination of paid and unpaid leave may be agreed in some instances.

|  |  |
| --- | --- |
| Death of Spouse/partner | Up to 10 working days |
| Death of a close family member ( mother, father, child, brother , sister) | Up to 10 working days |
| Funeral of other family member  | Time off given  |
| Serious/ terminal illness of spouse/ parent or child | Up to 5 working days in a yearThe Charity will consider how annual leave and time off can support this situation for long term illnesses |
| Instances outside the above criteria are at the discretion of the Charity Manager who will keep a record of any time off granted. |  |

## Attendance Management Policy and Procedure

## Purpose

The purpose of the Melton Learning Hub’s Attendance Management Policy and Procedure is to provide a supportive framework to assist those employees, when a shortfall in attendance has been identified, to improve and to reach and maintain the standard of attendance which is expected in their area of work. It is acknowledged that, at times, employees need to take time off work due to personal illness or injury or other unexpected domestic emergencies.

The Charity provides appropriate paid (or in some instances unpaid) leave in such circumstances and expects its employees to respond by ensuring they take reasonable care of their health and attend work unless they are unable to do so. Attendance is regarded as an essential element of an employee's overall performance along with quality of work, output, attitude to the job, relationships, attention to safety and time keeping.

This policy applies to all employees of The Melton Learning Hub.

## Principles

The Charity’s commitment to equality of opportunity will be observed at all times during the operation of this procedure. This will ensure that employees are treated fairly and without discrimination on the grounds of race, nationality, ethnic or national origins, gender, marital status, disability, age, sexual orientation, trade union membership or activity, political or religious belief and unrelated criminal conviction.

* It is the responsibility of the line manager to ensure that reasonable adjustments are made to the operation of the procedure for employees with a disability, for example adjustments to timescales, acceptable levels of absence or specialist assistance at meetings.
* No formal action must be taken under this policy without first discussing the situation with the employee.
* Line Managers are expected to undertake Return to Work Meetings with staff following each episode of absence.
* All employees have a contractual responsibility to achieve a satisfactory level of attendance and a responsibility is also placed on line managers to ensure that appropriate support is given to their employees to enable them to achieve this required level.
* Any issues about staff attendance will be addressed with the individual directly in a confidential manner.
* Where there are concerns about poor attendance, the employee must be given appropriate assistance in order to improve their level of attendance. The Charity cannot continue the employment of an employee in their post where an acceptable level of attendance has not been achieved by the end of the formal process. In the case of dismissal, the employee will be given their contractual notice together with a right of appeal.
* It may be reasonable and necessary in certain cases where a dismissal is appropriate to make a payment in lieu of contractual notice.
* Employees have the right to be accompanied by their Trade Union Representative or a work colleague during any stage of the formal process. If they also wish to be accompanied during the informal process, this request should not be denied.

|  |  |
| --- | --- |
| Line Managers | To encourage, enable and support staff to achieve excellent attendance. To monitor attendance and provide effective managerial support. If a poor attendance issue is identified, the manager is to follow the procedure outlined in this policy. |
| Employees | Employees have a contractual responsibility for their attendance at work and for following the specified procedure when they are not able to attend work. However, employees also have the right to be off work when they are not well enough to attend work. |
| Trade Union or other Representative | All employees have the right to be accompanied at a capability meeting discipline hearing. The employee may be accompanied by: • A work colleague • A Trade Union Representative. The work colleague or the Trade Union Representative can attend any meetings/hearings to support the employee, but is not to answer any questions asked of the employee in these situations unless agreed by all parties. |
| Attendance Management Hearing Panel | Centre Manager and Two Directors  |
| Appeal Panels | Three Directors |
|  |  |

## Short Term / Intermittent Absence Procedure

In the event of repeated short-term absences (as defined below), identified through Return to Work Meetings, the Manager will arrange an ‘Informal Meeting’ with the employee to discuss their absence record. The meeting will focus on the level, pattern, reason and frequency of their sickness absence, and the employee should be made aware that their attendance is being monitored under the informal stage of the Attendance Management Procedure. An absence is either a full day of missed work or where a member of staff leaves during the day.

There are several indicators that will usually give rise to a manager having concern about attendance, necessitating the need for an informal discussion:

- 3 periods of absence in 6 months

The Company operates an absence trigger system in line with our disciplinary procedure. The following triggers apply to any sickness absence in a rolling 12 months:

3 separate periods of absence- informal warning

4 separate periods of absence- verbal warning

5 separate periods of absence- written warning

6 separate periods of absence- final written warning

7 separate periods of absence- potential dismissal

Each individual circumstance will be dealt with on its own merits and the Company may vary the sanction given as it sees fit. More harsh sanctions may be imposed if it is found that the absence is not genuine.

**Informal Meeting**

The purpose of the meeting is to:

• Reassure the employee of the genuine concern for his/her health and wellbeing

 • Seek to establish whether there is any underlying cause for the absences and what, if any, action is required to alleviate the situation

• Explore what support or assistance can be provided to ensure that the employee is able to maintain an acceptable attendance record

 • Agree how the attendance record might be improved, which could include actions by both parties, including a GP referral.

 • Draw up a written Improvement Plan including targets.

• Confirm the length of the informal monitoring period (4-8 weeks)

 • Set a date for a review meeting The manager must explain to the employee that if they do not reach a satisfactory level of improvement during the informal monitoring period, they will be managed through the formal attendance procedure. A suggested time frame of between 4-8 weeks should be given to the employee by which time they are expected to make the necessary improvements.

Although this is the informal stage of the procedure, brief notes of meetings are to be taken to record what has been discussed/agreed. At the end of the monitoring period, the manager should meet with the employee and confirm if they have met the required standard of attendance or not. If there is continued concern about the employee’s level of absence, the manager needs to notify the employee that they will now be managed under the formal stages of this policy.

## Formal Procedure - Stage 1

 The first point of the formal stage will be a Formal Attendance Management Meeting. The meeting will be held by the employee’s line manager and the employee should be informed in writing of the requirement to attend the meeting giving at least 10 working days notice. The employee must be informed of their right to be accompanied by a Trade Union representative or work colleague. The letter must include a statement of the concerns regarding the employee’s attendance and confirm the record of monitoring / progress to date.

 At the meeting the manager will include in the discussion the following:

 • Reference to the employee’s specific absences from work which mean that they are not meeting the required attendance level;

 • Asking the employee to give their explanation as to any reasons why their current attendance is not meeting expectations and explore any factors that may be having an impact, i.e. domestic circumstances, underlying health problem;

• The contents of the revised Improvement Plan which will be put in place to support the employee. This must identify: the level of improvement required, the dates of the review meetings and the timescale for completion;

• The employee must be informed that if the required standard of performance is not reached, a formal Attendance Management hearing will be arranged.

Regarding the timescale for improvements to be made, dependent on the issues in question, a period of up to 2 months may be given. The Improvement Plan must be confirmed in writing. The manager must meet with the employee at least every month during the review period.

If the employee makes the necessary improvements, the manager is to communicate this at a review meeting and then follow this up in writing confirming that no further action will be taken. If the employee has not improved their attendance by the final review meeting, a First Formal Attendance Management Hearing will be convened.

## First Formal Attendance Management Hearing

The line manager is responsible for arranging a panel, chaired by the centre manager, who has had no prior involvement in the employee’s case. The Chair of the panel must be the centre manager unless the centre manager has been involved in the case in which case an independent Director will be used. They must be accompanied by two other panel members (Directors). The panel might also request advice from or attendance by our HR provider. The panel must also be supported by a note taker or audio recorded.

The line manager must ensure that the date of the hearing gives the employee sufficient time to arrange representation and whenever possible the date should be arranged in consultation with the employee and their representative. Where an employee’s chosen representative is unable to attend on the arranged date of the hearing the employee can select another reasonable date within 7 days of that date.

The line manager will write to the employee to notify them of the details of the hearing, date, time, venue etc. A copy of any paperwork which the manager intends to refer to at the hearing must also be enclosed. The employee is to receive a minimum of 10 working days notice of the date of the hearing so they are given sufficient time to prepare their case and arrange any representation (Trades Union Representative or work colleague). The letter to the employee must also request that if they also intend to refer to any documentation at the hearing, a copy of this must be sent to the Chair of the panel at least 5 working days before the date of the hearing.

## Possible Outcomes

The Panel may find:

* The employee’s level of attendance is acceptable;
* The employee’s level of attendance is not acceptable.

In this circumstance a further period is to be allowed for the employee to make further improvements in. This will not normally be for a period which exceeds 2 months.

* The employee will be issued with a verbal warning

 A letter informing the employee of the outcome of the first hearing will be sent to them within 5 working days of the date of the hearing.

## Right of Appeal

An employee has a right to appeal against a final warning. The appeal must be submitted in writing and sent to the Chair of the panel within 7 working days of receiving their letter of confirmation. The appeal will be heard by a panel of three Directors.

 The panel may decide to uphold the first warning or find that the employee’s attendance is acceptable.

## Formal Procedure - Stage 2

If the employee has been given a further period in which to make necessary improvements, they must be issued with a further Improvement Plan which will be designed to assist them in achieving the standard required. The line manager must meet with the employee at least each month during the review period, to discuss their level of attendance. Notes must be taken at these meetings and a copy provided to the employee.

Following the review period, the manager will hold a meeting with the employee in order to feedback on the progress which has been made on the improvement plan. If the employee has reached the required standard of attendance then they must be informed of this and receive confirmation in writing that no further action will taken. If the employee has not reached the required standard of attendance, they must be referred to a Second Formal Attendance Management Hearing.

##

## Second Formal Attendance Management Hearing

The second hearing will be set up following the same format as for the first hearing. The same panel members will be asked to sit on the second hearing as they are aware of all the facts of the case and this will also ensure a consistent approach.

## Possible Outcomes

* The employee’s level of attendance is acceptable;
* The level of attendance is not acceptable.
* The employee will be issued with a Written Warning

## Formal Procedure - Stage 3

The second hearing will be set up following the same format as for the first hearing. The same panel members will be asked to sit on the second hearing as they are aware of all the facts of the case and this will also ensure a consistent approach.

## Possible Outcomes

* The employee will be issued with a Written Warning
* The employee will be issued with a Final Written Warning
* Dismissal

## Dismissal

If the panel are satisfied that the employee has been given every opportunity to improve their attendance, but the standard has still not been reached, they will dismiss the employee from the Charity’s employment.

A letter will be sent to the employee within 5 working days of the hearing confirming the outcome. If the employee has been dismissed, the letter will also include details of the Charity’s Appeals process.

## Right of Appeal

An employee has a right to appeal against their dismissal. The appeal must be submitted in writing and sent to the Chair of the panel within 7 working days of receiving their letter of confirmation The appeal will be heard by a panel of three Directors.

## Procedure - Long Term Absence

Long term sickness absence is defined as absence from work lasting more than 20 days or 4 weeks. Long term absences fall into two broad categories:

* Absences which can be planned in advance.
* Absences which are not pre-planned. Informal Stage for either pre-planned absence or unplanned absence the manager should arrange an informal discussion meeting as soon as reasonably practicable.

The manager should arrange to meet the employee informally and at the meeting the manager should discuss with the employee:

* The likely length of absence.
* How the manager and employee will keep in touch during the absence.
* The level of support required by the employee.

The informal meeting might also cover:

* Communications strategy for notifying others in the Charity.
* Discussing a return to work strategy.

Notes should be taken of this meeting and review dates should be set each month. It is not intended that the informal stage of the procedure lasts longer than 2 months. However, it is recognised that, dependent upon the nature and circumstances of the case, it may be necessary to extend the informal stage of the procedure. HR should be contacted for advice on extensions.

Formal Stage The same procedure should be followed as described in the ‘Short Term / Intermittent Absence Procedure’. However, the manager will need to be sensitive to the specific circumstances of the case, e.g. terminal illness, work related stress.

Throughout the formal procedure, i.e. at Stage 1 and Stage 2 it is important to request information from employee’s Doctor in order that the manager has the most up to date medical advice about a likely return to work and any adjustments that can be made to enable the employee to return to work. Advice should be sought from the Charity’s HR advisor on the application of the policy.

## Support for Employees

During the informal and formal stages of the process every effort should be made to agree with the employee how they can be supported back to work. The following are a list of available options: Rehabilitation / Phased Return to Work Plan Consideration should be given to if, and when, a rehabilitation / phased return to work plan might be appropriate for the employee, and it may include a variety of interventions, for example:

* Job shadowing.
* Reduced hours – incrementally increasing over a period of time
* Refresher training.
* Light duties.

As a guide, a rehabilitation / phased return to work plan would not run for longer than 6 weeks. The employee would receive full pay during this period.

## Other Information / Factors Reporting Absence

 On their first day of absence, employees must notify their line manager or if they are not available the Centre Manager. If a member of staff becomes unwell at work then they must notify their Line Manager in the first instance. This must be done by telephone. If the employee is unable to do so (for example, if they are receiving treatment in hospital) they should arrange for someone to call in on their behalf. The employee should ring in before 8am. They should provide the following information:

* The nature of their illness
* Anticipated date of return

The employee must keep their manager regularly informed of their progress.

## Medical Certificates

The employee should be asked to complete Section B of the self certification form if their absence did not exceed 7 calendar days (ie includes Saturdays and Sundays and/or any days on which the employee does not normally work) All instances of sickness must be notified to the Finance officer who will maintain a record.

If the absence exceeds 7 calendar days, including weekends,the employee must produce a medical certificate. As the certificate expires, the employee must produce further certificates to cover them for their full period of sickness absence.

 If following a period of absence that exceeds 14 days there is concern in respect of an employee’s fitness on their return to work, the line manager can ask the employee to obtain a certificate of medical fitness from the employee’s doctor.

 An employee can return to work before the end of their medical certificate, provided that the line manager is satisfied with the employee’s level of fitness for work, and there are no associated health and safety issues identified.

##

## Return to Work Meetings

Managers must complete a return to work interview with staff following every episode of absence. This can be done either face to face or over the telephone. The discussion should cover confirmation of the employee’s reason for their absence and that they are well enough to be back at work and an update on work issues that have arisen during the employee’s absence.

Sickness absence during Pregnancy If the employee is off work ill, or becomes ill, with a pregnancy related illness during the last four weeks before the expected week of child birth (EWoCB), maternity leave will normally commence at the beginning of the fourth week before the EWoCB or the beginning of the next week after the employee last worked, whichever is later. Sickness absence prior to the last week four weeks before the EWoCB, supported by either a medical statement of incapacity or a self-certificate, shall be treated as sickness absence in accordance with normal sickness absence provisions.

Odd days of pregnancy-related illness during this period may be disregarded at the manager’s discretion if the employee wishes to continue working until the maternity leave start date previously notified to the Charity.

## Attendance Issues and Disability

Please refer to capability policy pg 48

## Links to the Disciplinary Policy and Procedure

Where sickness absence patterns emerge, or where it is believed that absences are not attributable to genuine sickness, this will be investigated through the Disciplinary Procedure. Where employees do not follow correct reporting procedures or are absent without authorisation it may be necessary to invoke the Disciplinary Procedure.

In cases of unauthorised absence pay may be withheld.

## Annual Leave

Annual Leave will accrue during sickness absence, however, there is no entitlement to carry over more than 5 days from one leave year the next. If the employee is ill whilst on annual leave it will be treated as sickness absence providing they:

* Follow correct reporting procedures.
* Provide a medical certificate for their absence

In some instances employees may request to take annual leave whilst off sick from the organisation. This is at the discretion of the Charity’s Manager.

## Next of Kin

If the employee is too unwell to engage in communication then it may be necessary for the manager to communicate and manage the sickness absence through their next of kin / holder of a power of attorney.

# Access to Medical Reports

In certain circumstances it may be necessary for the Charity to obtain a medical report from your Doctor, Specialist or Occupational Health Provider in order to establish:

* the reason for and likely duration of absence;
* when you will be able to return to work, and whether the problem will recur;
* what, if any, treatment is being prescribed;
* whether you can carry out all the duties of the job, and;
* what, if any, reasonable adjustments are recommended.

This will enable the Charity to plan workloads. It is in the interests of both yourself and the Charity to establish, with the benefit of expert medical opinion, your ability to work. You have certain rights under the Access to Medical Reports Act 1988.

Your Doctor, Specialist or Occupational Health Provider cannot submit the report to the Charity without your consent. You may withhold consent to the report being sought or can request to see the report prior to it being forwarded to the Charity.

If you indicate that you wish to see the report in advance, the Charity will inform you when the Doctor, Specialist or Occupational Health Provider has been written to, and the Doctor, Specialist or Occupational Health Provider will also be notified that you wish to see the report. You then have 21 days to contact the Doctor, Specialist or Occupational Health Provider regarding arrangements to see the report.

Should you indicate that you do not wish to see the report before the Charity, you still have the right to write to the Doctor, Specialist or Occupational Health Provider if the report has not been provided to the Charity, and you have 21 days to contact the Doctor, Specialist or Occupational Health Provider regarding arrangements to see the report. You have the right to ask the Doctor, Specialist or Occupational Health Provider for a copy of the report for up to 6 months after it has been supplied. There may be a charge for this.

You may ask the Doctor, Specialist or Occupational Health Provider to amend any part of the report which you consider to be incorrect or misleading. If the Doctor, Specialist or Occupational Health Provider is not in agreement, you may attach a statement of your views with the report. If the Doctor, Specialist or Occupational Health Provider thinks that you or others would be harmed by the report, or any part of the report, it can be withheld from you.

No decision will be made that could affect your employment without careful consideration of all the circumstances.

Where the Charity wishes to obtain a medical report, you will be asked for your written consent. Should you withhold such consent the Charity will take a decision regarding your continuing employment without the benefit of medical opinion.

# General Terms and Conditions

## Personal Details

At the commencement of your employment you will have provided us with various personal details. You must notify the Charity immediately of any change, e.g. name, address, telephone number, next of kin, bank details etc.

A new DBS check is required for any change of circumstance. This is required to meet the Charity’s requirements for DBS checks on all staff.

It is in your interest to notify us of any such changes. The Charity will not be responsible for any issues arising out of your failure to notify changes in your personal details.

## Other Employment

You are required to devote the whole of your time, attention and abilities during your hours of work to your duties with the Charity and may not undertake any other work during this time.

You may not, without the prior consent of the Charity, which will not be unreasonably withheld, engage in any business or employment which is similar to or competitive with the business of the Charity, or which could be considered to impair your ability to act at all times in the best interests of the Charity, outside your hours of work for the Charity.

If you do engage in any other employment, you must notify the Charity in writing of hours worked elsewhere to enable the Charity to comply with its statutory obligations.

This makes up part of your contractual terms and conditions.

## Employees’ Property and Lost Property

We do not accept liability for any loss of, or damage to, property that you bring onto the premises. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight. Articles of lost property should be handed to your Centre Manager who will retain them whilst attempts are made to discover the owner.

## Parking

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

## Mail

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

## Friends and Relatives Contact

Visitors are not allowed on to the premises at any time without prior authority whilst students are on site.

## Buying or Selling of Goods

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

## Collections from Employees

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

## Client Relations

Our business involves the provision of services to clients and some of our employees are employed to perform work on behalf of those clients, sometimes on the client’s own premises. Due to this relationship, our clients may, on rare occasions, require that such an employee be removed from a job in accordance with their contract with us. In such circumstances we will investigate the reasons for such requests. However, if our client maintains their stance we will take all reasonable steps to ensure that alternative work is provided. If this is not possible we may have no alternative but to terminate such an individual’s employment. This procedure is separate from any concurrent disciplinary matter that may need to be addressed.

## Behaviour at Work

You should behave with civility towards fellow employees, and no rudeness will be permitted towards clients or members of the public. Objectionable or insulting behaviour or bad language will render you liable to disciplinary action.

You should use your best endeavours to promote the interests of the business and shall, during normal working hours, devote the whole of your time, attention and abilities to the business and its affairs.

Any involvement in activities which could be construed as being in competition with us is not allowed.

## Client / Customer Premises

If you work on one of our client sites, you are required to observe the client’s rules and regulations as notified to you. Your employment is also conditional upon continued approval of the client for you to be onsite. In the event that the client withdraws its approval on grounds of unsuitability rather than for breach of rules, the Charity will endeavour to offer you an alternative position where possible. In cases where this is not possible, or where client approval is withdrawn in consequence of a breach of rules, dismissal may occur after appropriate investigation.

## Confidentiality

You must not disclose any trade secrets or other information of a confidential nature relating to the Charity or its business, or in respect of any obligation of confidence which the Charity owes to any third party, during or after your employment, except in the proper course of your employment or as required by law.

Any documents or tangible items which belong to the Charity or which contain any confidential information must not be removed from the Charity's premises at any time without proper authorisation, and must be returned to the Charity upon request and, in any event, upon the termination of your employment.

If requested by the Charity, all confidential information, other documents and tangible items which contain or refer to any confidential information, and which are in your possession or under your control, must be deleted or destroyed.

The above makes up part of your contractual terms and conditions.

## The Charity Property and Copyright

All written material, whether held on paper, electronically or magnetically which was made or acquired by you during the course of your employment with us, is our property and, where appropriate, our copyright. At the time of termination of your employment with us, or at any other time upon demand, you shall return to us any such material in your possession.

## Statements to the Media

Any statements to reporters from newspapers, radio, television, etc. in relation to our business must be given only by the Centre Manager. Any such interview that potentially could affect the reputation of the Charity must be cleared by the chair of Directors.

## Inventions and Discovery

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

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

# Pregnancy and Maternity Rights

You have certain statutory rights if you are pregnant. These are addressed below.

The rules on pregnancy and maternity are very complex and any query should be raised with the Charity.

## Antenatal Care

You are entitled to reasonable time off work with pay to attend antenatal appointments made on the advice of a registered medical practitioner, registered midwife or registered health worker. If requested, you must provide a certificate of pregnancy and an appointment card.

## Maternity Risk Assessment

The Management of Health and Safety at Work Regulations 1999 (MHSWR) require employers to carry out suitable and sufficient risk assessments when considering the health and safety of all employees at work, and then to take steps to ensure that those risks are avoided. However, there are more specific regulations that need to be taken into account for new or expectant mothers. The purpose of an initial assessment is to identify:

* the presence of any females of potential child-bearing age (these females will usually be employees but may also be visitors, contractors (e.g. cleaners) or volunteers);
* which work activities and/or areas of the workplace may pose a risk of harm to female employees and therefore warrant a full risk assessment.

These activities, and any actions taken, should be recorded.

Employers are only required to take action specifically to protect a pregnant worker when they have been advised in writing that the employee is pregnant, has given birth in the last six months, or is breastfeeding.

## Maternity Leave

If you stop work no earlier than the 11th week before the Expected Week of Childbirth (EWC), and you meet the following conditions, you are entitled to 52 weeks’ Maternity Leave. To comply, you must notify the Charity in writing as soon as possible or by the 15th week before the EWC, unless that is not reasonably practicable, of the following:

* that you are pregnant, by submitting a MAT B1 form;
* the EWC;
* the date on which you intend your Ordinary Maternity Leave (OML) to start, and;
* if requested, provide medical evidence of the EWC.

The Charity will confirm to you in writing the date upon which your 52 week Maternity Leave period will end.

You are legally prohibited from working during the two weeks immediately after the birth. This is known as the Compulsory Maternity Leave period and is considered part of the Maternity Leave period.

If you give birth before your intended Maternity Leave start date, your Maternity Leave will start automatically on the day after the birth of the child.

During the 52 week Maternity Leave period all contractual benefits except for your pay will be maintained as if you were not absent.

If you wish to return to work before the end of the 52 week period of Maternity Leave you must give at least 8 weeks’ notice of your intended date of return.

If you decide to return to work early, and this is at the end of the first 26 week period known as Ordinary Maternity Leave (OML), you are entitled to return to the job you were in before your absence. If you return to work either during or at the end of the second period of 26 weeks’ known as Additional Maternity Leave (AML), you may be able to return to your original job, or another job which is suitable and appropriate.

The above information is given for guidance purposes only and confers no extra rights to you beyond those provided by statute.

## Keeping in Touch (KIT) Days

During Maternity Leave, you are entitled to up to 2 Keeping in Touch (KIT) Days. These are days when you may work for the Charity without bringing your Maternity Leave to an end. Work can be any work under your contract of employment and may include any training or activity undertaken with the purpose of keeping in touch in the workplace. Working up to 10 KIT days will have no effect on any entitlement to Statutory Maternity Pay. KIT days do not act to extend your period of Maternity Leave.

Any payment for these days will depend on the type of work, training or activity and will be agreed between you and the Charity. For further details please refer to management.

## Holidays

Holiday entitlement will be accrued throughout your maternity leave at your normal rate. If you return to work after Maternity Leave, your holiday entitlement will continue to accrue as normal.

Annual leave can be taken either before Maternity Leave starts, at the end of your Maternity Leave, or within the annual leave year once you have returned to work, wherever possible.

You must have prior approval and authorisation for when these holidays can be taken.

## Statutory Maternity Pay (SMP)

You will receive Statutory Maternity Pay (SMP) during your Maternity Leave in accordance with the statutory provisions, provided you meet the qualifying criteria. You must therefore:

* have been continuously employed for at least 26 weeks ending with the 15th week before the Expected Week of Childbirth (EWC);
* have average weekly earnings of not less than the figure set by the Government for the payment of National Insurance contributions;
* still be pregnant at the 11th week before the EWC or have given birth by that time;
* give at least 28 days' notice in writing of the date that you intend to start your maternity leave;
* provide medical evidence of the EWC.

For the first six weeks SMP is payable at the earnings related rate, equivalent to 90% of earnings, and for the remaining 33 weeks of the pay period at the statutory rate as set by the Government, or 90% of average weekly earnings if this is less than the standard rate. The final 13 weeks of the maximum Maternity Leave period are unpaid.

# Paternity Leave and Pay

## Right to Time Off to Accompany a Pregnant Woman

If you have a qualifying relationship with an expectant mother or her expected child, you may be entitled to unpaid time off to accompany her to an antenatal appointment on up to 2 occasions, to a maximum of 6.5 hours per appointment.

Time off to accompany a pregnant woman to an antenatal appointment will be unpaid.

The Charity may allow additional time off work to attend further appointments at its absolute discretion. You will not receive payment for this time off.

For further details on this entitlement please refer to management.

## Paternity Leave

If you are eligible you may be entitled to choose to take either one week or two consecutive weeks' Paternity Leave, not odd days, if you:

* have been continuously employed for at least 26 weeks by the 15th week before the Expected Week of Childbirth (EWC) or by the week in which an approved adoption agency matches you with a child;
* have given notice of your intention to take the leave in or before the 15th week before the EWC specifying the EWC, length of period you have chosen to take and the date you have chosen the leave to begin, and;
* take the leave within 56 days of the birth, or the date on which the child is placed for adoption, or if the child is born early, within a period from the actual date of birth up to 56 days of the first day of the EWC.

## Statutory Paternity Pay (SPP)

You will receive Statutory Paternity Pay (SPP) if you meet the qualifying criteria. You must:

* have been continuously employed for at least 26 weeks ending with the 15th week before the Expected Week of Childbirth (EWC);
* still be employed by us up to the date of the birth;
* have average weekly earnings of not less than the figure set by the Government for the payment of National Insurance contributions; and,
* have met the notification requirements set out above in relation to taking Paternity Leave.

You will be paid for this leave at the current statutory rate.

The above information is given for guidance purposes only and confers no extra rights to you beyond those provided by statute.

# Adoption Leave and Pay

## Adoption Appointments

If you have been notified by an approved adoption agency that a child is being or is expected to be placed with you for adoption, you may take paid time off work to attend up to 5 adoption appointments arranged or requested by the agency ahead of the placement of the child.

If you are jointly adopting a child, the primary/main adopter (i.e. the employee electing to take Adoption Leave) may take paid time off work to attend up to 5 appointments and the secondary adopter may take unpaid time off work to attend up to 2 appointments.

If you are the secondary adopter, you will not receive payment for this time off.

The purpose of the appointment must be to have contact with the child or for any other purpose connected to the adoption.

The maximum time off work permitted per appointment is 6.5 hours.

The Charity may allow additional time off work to attend further appointments at its absolute discretion. You will not receive payment for this time off.

If requested, you must provide a declaration confirming the appointment is in connection with the adoption, has been arranged or requested by the adoption agency, and an appointment card.

## Adoption Leave

If you are adopting a child and you meet certain qualifying conditions you have the right to take 52 weeks' Adoption Leave.

Employees may be eligible for Adoption Leave if they:

* have been notified by an approved adoption agency that they have been matched with a child and have confirmed the placement with the agency; or,
* are or expect to be the parent of a child under a parental order; or,
* are local authority parents who are prospective adopters.

You must notify the Charity of your intention to take Adoption Leave within 7 days of being notified that you have been matched with a child for adoption. Your notification should include the date on which the child is expected to be placed with you for adoption, when you wish your adoption leave to start and how much leave you wish to take. You may be asked to provide documentary evidence of the match from the adoption agency.

You may commence your Adoption Leave from the date of the placement of the child or at any time within 14 days prior to the placement. You can change the start date by giving 28 days’ notice prior to the original commencement date. Adoption Leave cannot start after the date on which the child is placed with you for adoption.

The qualifying conditions are slightly different if you are adopting a child from abroad. If you are considering adopting a child from abroad please seek further information from the Centre Manager .

During the 52 week Adoption Leave period all contractual benefits except for your pay will be maintained as if you were not absent.

If you wish to return to work before the end of the 52 week period of Adoption Leave you must give at least 8 weeks’ notice of your intended date of return.

If you decide to return to work early and this is at the end of the first 26 week period known as Ordinary Adoption Leave you are entitled to return to the job you were in before your absence. If you return to work either during or at the end of the second period of 26 weeks known as Additional Adoption Leave, you may be able to return to your original job, or another job which is suitable and appropriate.

## Keeping in Touch (KIT) Days

During Adoption Leave, you are entitled to up to 2 Keeping in Touch (KIT) Days. These are days when you may work for the Charity without bringing your Adoption Leave to an end. Work can be any work under your contract of employment and may include any training or activity undertaken with the purpose of keeping in touch in the workplace. Working up to 10 KIT days will have no effect on any entitlement to Statutory Adoption Pay. KIT days do not act to extend your period of Adoption Leave.

Any payment for these days will depend on the type of work, training or activity and will be agreed between you and the Charity. For further details please refer to management.

## Statutory Adoption Pay (SAP)

You will receive Statutory Adoption Pay (SAP) during your Adoption Leave in accordance with the statutory provisions provided you meet the qualifying criteria. You must therefore:

* have been continuously employed for at least 26 weeks ending with the date you are matched with a child;
* have average weekly earnings of not less than the figure set by the Government for the payment of National Insurance contributions;
* have met the notification requirements set out above in relation to taking Adoption Leave;
* have provided the Charity with evidence of the adoption.

SAP is payable for up to 39 weeks. For the first six weeks SAP is payable at the earnings related rate, equivalent to 90% of earnings, and for the remaining 33 weeks at the statutory rate as set by the Government, or 90% of average weekly earnings if this is less than the standard rate. The final 13 weeks of the maximum Adoption Leave period are unpaid.

The above information is given for guidance purposes only and confers no extra rights to you beyond those provided by statute.

# Shared Parental Leave and Pay

You and your spouse, partner or child’s other parent may be eligible to share up to 50 weeks’ Shared Parental Leave (SPL) provided you both meet certain eligibility criteria.

SPL allows working parents to take up to 50 weeks’ leave between them in order to care for their child. They may take leave at the same or different times, once the mother or primary adopter has notified his/her employer of his/her intention to end his/her Maternity or Adoption Leave period.

Leave can be taken in a continuous block or over a number of discontinuous periods.

You may also be eligible to receive Shared Parental Pay for the remainder of the Maternity or Adoption pay period to a maximum of 37 weeks provided you meet the qualifying criteria.

The rules on Shared Parental Leave are very complex. If you are considering requesting Shared Parental Leave you should discuss this with your Centre Manager in order for the rules on eligibility, notification and your entitlements to be discussed in more detail.

The above information is given for guidance purposes only and confers no extra rights to you beyond those provided by statute.

## Shared Parental Leave in Touch (SPLIT) days

During Shared Parental Leave, you are entitled to up to 2 Shared Parental Leave in Touch (SPLIT) days. These are days when you may work for the Charity without bringing your Shared Parental Leave to an end. Work can be any work under your contract of employment and may include any training or activity undertaken with the purpose of keeping in touch in the workplace. Working up to 2 SPLIT days will have no effect on any entitlement to Statutory Shared Parental Pay. SPLIT days do not act to extend your period of Shared Parental Leave.

Any payment for these days will depend on the type of work, training or activity and will be agreed between you and the Charity. For further details please refer to management.

# Parental Leave and Pay

If you are the parent or adoptive parent of a child or have or expect to have parental responsibility for a child, provided you have 1 year’s continuous service with the Charity, you are entitled to take up to 18 weeks’ unpaid Ordinary Parental Leave for the purpose of caring for a child, up to the child’s 18th birthday.

Leave must be taken in a minimum of 1 week blocks, except for where a child is disabled, then leave may be taken as single days or multiples of 1 day. Parental Leave is limited to a maximum of 4 weeks in any year for each child.

At least 21 days’ notice must be provided and leave may be postponed apart from leave taken immediately after the birth or adoption, depending on the needs of the Charity.

The above information is given for guidance purposes only and confers no extra rights to you beyond those provided by statute.

# Parental Bereavement Leave

## Introduction

The purpose of this policy is to set out the Charity’s stance on employee entitlements to Parental Bereavement Leave which are effective from 6th April 2020. The Charity acknowledges that the death of a child, or a stillbirth, can be one of the most harrowing experiences of someone’s life. This policy explains the rights to time off, pay during time off and other support offered.

## Eligibility

Parental Bereavement Leave is available from day one of employment. It is available to employees on the death of a child under the age of 18. You may take Parental Bereavement Leave if you fall into any one of the following categories:

* a ‘natural’ parent;
* an adoptive parent, and those with whom a child has been placed under the ‘foster to adopt’ scheme, provided the placement is ongoing;
* a ‘natural’ parent where the child has been adopted but a Court Order exists to allow the ‘natural’ parent to have contact with the child;
* an employee who is living with a child who has entered Great Britain from overseas in relation to whom has received official notification that they are eligible to adopt;
* an intended parent under a surrogacy arrangement where it was expected that a parental order would be made;
* a ‘parent in fact’, which is someone in whose home the child has been living for a period of at least four weeks before the death and has had day to day responsibility for the child, subject to exceptions. This category includes guardians and foster parents but does not include paid carers;
* the partner of anyone who falls into the above categories, where they live in an enduring family relationship with the child and their parent.

In addition, parents who suffer a stillbirth after 24 weeks of pregnancy are entitled to take parental bereavement leave.

## Taking Leave

A total of two weeks may be taken as Parental Bereavement Leave and you may choose to take leave as:

* a single block of one week;
* a single block of two weeks;
* two separate blocks of one week.

Leave may start on any day of the week and must be taken in whole weeks. It may be taken at any time in the 56 week period following the death.

If you have suffered a stillbirth after 24 weeks of pregnancy, you are still entitled to take your full entitlement to Maternity and Paternity Leave, provided you were eligible to take Maternity or Paternity Leave in the first place, in addition to Parental Bereavement Leave. Parental Bereavement Leave cannot be taken at the same time as Maternity or Paternity Leave.

Where more than one child dies or is stillborn, you are entitled to two weeks of Parental Bereavement Leave in relation to each child.

## Notification Requirements

## Leave to be taken within the first 56 days of the death

You do not need to give any advance notice of taking Parental Bereavement Leave. The Charity asks that you contact your Centre Manager by telephone before the time you were due to start work on the day you wish leave to begin, or if this is not possible, as soon as is reasonably practicable, giving the date of the death, the date on which leave will start and whether one or two weeks is to be taken.

## Leave to be taken later than the first 56 days since the death

You need to give one week’s advance notice of taking Parental Bereavement Leave to your Centre Manager by telephone giving the date of the death, the date on which leave will start and whether one or two weeks is to be taken.

## Cancelling or Changes Dates of Leave

You can cancel a period of leave that you have already told us about, as long as the period of leave has not already started. If you wish to cancel a period of leave which was to begin within the first 56 days of the death, you can cancel it by letting us know by your normal start time on the day that leave was originally due to start.

To cancel leave which was to begin later than 56 days after the death, you should let us know no later than one week prior to the intended start date.

You can also change the start date of leave by following the notice requirements above.

## Payment during Leave

You will qualify for Statutory Parental Bereavement Pay during leave if you meet the following criteria:

* you have been continuously employed with us for at least 26 weeks by the week prior to the week in which the child dies;
* your normal average weekly earnings are not less than the lower earnings limit relevant for national insurance purposes;
* you are still employed by us on the date the child dies.

Payment will be made at the rate set by the Government each year or 90% of your average weekly earnings (whichever is lower).

In order to receive Statutory Parental Bereavement Pay, you must provide us with notice of this and the following information within 28 days, or as soon as is reasonably practicable, of the first day of parental bereavement leave:

* the child’s name;
* the date of the death or stillbirth;
* a declaration that you fall into the one of the categories listed under ‘Eligibility’ above.

## Term and Conditions during Leave

During Parental Bereavement Leave, you remain entitled to receive your normal contractual terms and conditions of employment that you would have received had you not taken this leave, with the exception of remuneration. This will include contractual benefits, subject to the terms of these benefits.

## Right to Return

Upon your return to work, you are entitled to return to the same job, with the same terms and conditions, in which you were employed before your absence unless:

* the period of leave you have taken is more than 26 weeks when added to any other period of statutory leave including Maternity, Paternity, Adoption Leave etc. in relation to the same child; and,
* it is not reasonably practicable for you to return to the same job.

On your first day back to work, your Centre Manager will set time aside to hold an informal meeting with you to discuss any arrangements regarding your return to work and any additional support we may be able to offer you.

# Flexible Working

All employees who have a minimum of 26 weeks’ continuous service at the time of making an application are entitled to request a flexible working arrangement. A request could, for example, relate to the total number of hours worked, the times at which you work, or the place of work.

All requests for flexible working will be seriously considered but there is no automatic right to be granted a request.

You should request an application form from your Centre Manager.

Your application must be made in writing specifying that it is a statutory request. The request must be signed and dated and you should state whether you have made any previous request and, if so, when. You are limited to one statutory request in any 12 month period. You should provide details of the flexible working arrangement you are proposing, when you would like the change to take effect, and how you think any impact on the Charity, your job and/or work colleagues may be dealt with.

Your request should be sent to the Centre Manager.

You will be contacted to discuss your request as soon as is reasonably practicable. If there is likely to be an undue delay, you will be notified of this in writing.

If you are unable to make the initial date for discussion, a further date and time will be arranged. If you fail to engage in discussion on both occasions without good reason, the Charity will consider your application as withdrawn.

You should be aware that if your request is accepted this will normally mean a permanent change to your terms and conditions of employment and there is no automatic right to revert to your original working arrangements at a later date. Alternatively, if the Charity is unsure about the impact of your request and/or whether this may be sustainable, a temporary or trial period may be agreed.

The Charity’s decision in relation to your request will be confirmed in writing.

A request will only be refused for one of the following business reasons:

* burden of additional costs;
* inability to reorganise work among existing staff;
* inability to recruit additional staff;
* detrimental impact on quality;
* detrimental impact on performance;
* detrimental effect on ability to meet customer demand;
* insufficient work for the periods you are proposing to work;
* planned structural change to the business.

If your request is refused, you may appeal against the decision. Your appeal must be made in writing.

You are entitled to be accompanied by a work colleague at any discussion, meeting or appeal hearing in relation to your request. Please note that the consideration period for dealing with flexible working requests, including any appeal, can take up to 3 months. Where necessary, this timeframe may be extended by mutual agreement.

Requests will be considered in the order in which they are received. Each case will be considered on its own merits taking into consideration the business case, possible impact, and the current business context.

# Standards

## Dress Code

During the course of your employment you may come into contact with customers/clients and/or visitors to the premises. It is important that you present a professional image with regard to appearance and standards of dress. It is a requirement of the Charity that you wear clothes and footwear that are appropriate for the work that you perform, classes you teach and which present a neat, clean and professional appearance.

The requirements of particular faiths to wear specific types of clothing or to dress modestly will be respected so long as the item of clothing does not pose a hazard to the health and safety of employees, does not contravene any reasonable and legitimate requirements of the Charity, and does not have a negative impact on any other person.

If you have been issued with a uniform, overalls or any attire by the Charity this must be worn at all times, as appropriate.

If you have any queries regarding the dress code, you should seek advice from your Centre Manager.

## Wastage

We maintain a policy of minimum waste which is essential to the cost-effective and efficient running of our The Charity.

You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc. The following points are illustrations of this:

* handle machines, equipment and stock with care;
* turn off any unnecessary lighting and heating;
* keep doors closed whenever possible;
* ask for other work if your job has come to a standstill; and,
* start with the minimum of delay after arriving for work and after breaks.

The following provisions are an express written term of your contract of employment:

* any damage to vehicles, stock or property belonging to the Charity or to that of customers/clients, other employees or the general public that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement; and,
* any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss.
* all Tutors and employees must keep an inventory of their equipment valued at £50 or above. The inventory will be retained by the Finance Officer.

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

# Anti-Bribery

### Policy Statement

The Charity is committed to the prevention of bribery by those employed and associated with it and is committed to carrying out its business fairly, honestly and openly, with zero-tolerance towards bribery.

All employees have a responsibility to prevent, detect and report all instances of bribery.

### Procedure

The Charity will:

* carry out a risk assessment to ascertain the risk of bribery;
* instigate procedures proportionate to that risk;
* have good internal controls and record-keeping;
* secure the commitment of all employees to the prevention and detection of bribery;
* develop a culture in which bribery is unacceptable;
* undertake due diligence procedures proportionate to the assessed risk of bribery;
* effectively communicate the Anti-Bribery Policy to all employees;
* train all employees to recognise bribery so that they can avoid it and be alert to possible instances of bribery;
* have clear procedures on what to do should bribery be suspected;
* train all employees so that they are aware of what to do should they discover a possible instance of bribery;
* monitor and review the effectiveness of the bribery procedures and update them as necessary to ensure that they remain effective.

Anyone who has concerns regarding acts or potential acts of bribery should speak to their Centre Manager in the first instance. If for any reason you are not able to speak to your Centre Manager, you should contact the Chair of Directors, the anti-bribery officer.

All reports will be treated in confidence, however if appropriate concerns can be reported anonymously.

The Charity expressly prohibits employees from offering, promising, giving, or requesting, agreeing to receive or receiving any financial or other advantage to another person or business with the intention of gaining an improper financial or other advantage.

The Charity expressly prohibits the bribing of a UK or foreign public official in order to obtain or retain business or an advantage in the conduct of business.

### Hospitality and Business Gifts

Reasonable and proportionate hospitality, advertising, sponsorship and promotional or other similar business expenditure is recognised as an established and important part of doing business. However, hospitality, promotional and similar business expenditure can be used as bribes.

The Charity expressly prohibits the giving and receiving of hospitality or business gifts and similar where the intention in doing so is to receive or confer an advantage in return for giving or receiving the hospitality or business gift or similar.

The following rules must be followed in relation to hospitality and business gifts:

* all offers of business gifts should be referred to and agreed to by the Centre Manager
* business gifts should not be made without the permission of the Centre Manager;
* a record of all business gifts made and received and the reason for the gift should be retained;
* all hospitality must be proportionate and reasonable and in line with the Charity's hospitality policy; guidance should be sought from the Centre Manager as to whether the planned hospitality is proportionate and reasonable;
* records should be maintained of all hospitality provided and accepted, including cost and reason for providing or accepting the hospitality;
* quid pro quo arrangements are expressly prohibited;
* cash gifts are expressly prohibited;
* the provision or acceptance of entertainment of a sexual nature is expressly prohibited;
* acceptable hospitality and entertaining may include modest meals with people with whom the Charity do business, such as providing a modest lunch after a meeting, or the occasional provision of or attendance at sporting or cultural events, provided that the intention is to build business relationships rather than to receive or confer an advantage;
* the provision of small promotional gifts, such as diaries, pens or similar, will generally be regarded as acceptable;
* employees reviewing expense claims should be alert to the provision of hospitality or business gifts that may be construed as a bribe;
* all concerns should be reported.

Where you develop or seek to develop new avenues for business or new contracts, or where the nature of the business changes, you should inform your Centre Manager of this in order that due diligence and a risk assessment of the circumstances can be undertaken.

Where a business relationship with an external party is sought or newly established, or the nature of the relationship is changed, appropriate due diligence must be exercised to ensure that there are no circumstances giving rise to a concern. That external party must also be made aware of this Anti-Bribery Policy.

The Charity expressly prohibits facilitation payments of any sort. Any employee placed under pressure to make a facilitation payment should refer the matter to the Centre Manager immediately.

The Charity expressly prohibits the giving of donations to political parties.

Any charitable donation must be consistent with the Charity's policy on charitable giving and with the knowledge and consent of the Centre Manager.

### Penalties

The penalties for breaching the provisions of the Bribery Act 2010 include unlimited fines for the Charity, imprisonment and unlimited fines for individuals.

Failure to follow these procedures may result in formal disciplinary action being taken against you, as set out in our Disciplinary Procedure.

# Anti-facilitation of Tax Evasion

### Introduction

Integrity and transparency are of utmost importance to us and so we conduct our business to the highest legal and ethical standards. We are aware of the laws in place relating to tax evasion, including the Criminal Finances Act 2017, and take our responsibilities seriously. We understand that failure to prevent the facilitation of tax evasion undertaken by representatives of the Charity renders the Charity liable to criminal sanctions including an unlimited fine.

This policy applies to our entire direct workforce and also those who work on behalf of us or provide services to our business including employees, directors, workers including agency workers, volunteers, contractors, consultants and any other party with whom the Charity does business.

### What is Tax Evasion?

Tax evasion is the practice of using illegal methods to avoid paying tax. It involves deliberate and dishonest conduct and is not the same as tax avoidance. It frequently involves contrived, artificial transactions that serve no purpose other than to reduce tax liability.

Indicators of tax evasion are below. This list is not exhaustive:

* request for payment by cash;
* overly-complex payment mechanisms;
* transactions involving overly complex supply chains;
* transactions involving private banking facilities;
* incomplete or non-standard invoices or other records relating to the payment of tax;
* making false statements in relation to the payment of tax or failure to register with relevant bodies tasked with ensuring tax compliance;
* failure to register for VAT;
* any individual or supplier asking to be paid gross when they should be paid net.

### Our Stance on the Facilitation of Tax Evasion

Tax evasion and facilitating the evasion of tax are criminal offences. Both acts will damage our reputation and the confidence of our customers, suppliers and business partners.

We will not be party to tax evasion or the facilitation of tax evasion of any form. We take a zero-tolerance approach to the facilitation of tax evasion. We are committed to:

* rejecting the facilitation of tax evasion; and,
* not recommending the services of others who do not have reasonable prevention procedures in place.

### Your Responsibilities

It is strictly prohibited for any employee or person working on our behalf or in connection with us to take part in any activity, directly or indirectly, relating to tax evasion or its facilitation.

You must not:

* undertake any action which facilitates tax evasion;
* aid or abet any action of tax evasion.

You are required to report any behaviour which reasonably leads you to believe that tax evasion or the facilitation of tax evasion is occurring in any way which is connected to the Charity.

If we have reason to believe that you have breached any obligation placed upon you by this policy, action will be taken which is appropriate to our relationship with you. This includes the instigation of a Disciplinary Procedure, or the termination of our business arrangement with you.

### Reporting Concerns

You must notify your Centre Manager at the earliest stage if you suspect that tax evasion or the facilitation of tax evasion may be occurring. The failure to report a suspicion, of itself, may constitute an offence of facilitation of tax evasion and therefore we strongly encourage the reporting of concerns.

Any concerns should be reported to your Centre Manager. An investigation will then be carried out and you may need to give an account of your suspicions including names, dates and any other pertinent information.

You may also report a concern via the Charity’s Whistleblowing Policy which is available in this Handbook, or upon request.

### Detriment

No individual who reports a concern relating to tax evasion under this policy, or the Whistleblowing Policy, will be subject to detriment because of their actions.

Additionally, no individual will be subject to detriment because they have refused to take part in any behaviour which is prohibited by this policy.

# IT and Communications

The Charity reserves the right to access and monitor the use of all The Charity owned digital devices, including monitoring internet, telephone and email use. The Charity also monitors access to its networks via private devices.

You must take the appropriate steps to guard against unauthorised access to, alteration, accidental loss, disclosure or destruction of data.

Under no circumstances should you divulge your password to anyone else nor should you gain access or attempt to gain access to information stored electronically which is beyond the scope of your authorised access level.

You are responsible for any activity which occurs within your accounts.

Failure to comply with any aspect of this procedure may result in a disciplinary warning or dismissal, depending on the circumstances.

Reasonable personal use of computer and telephone systems is permitted provided it does not impact on your performance.

Storage of personal files, images, software, or Apps on the Charity’s network or devices is not permitted.

You must not use the Charity’s internet connections or devices to access content that is illegal, pornographic, or supports hate and/or discrimination.

You must not send communications via any of the Charity’s or personal device that could be deemed to be offensive.

The use of any device to photograph or film fellow employees, customers, clients, visitors, or any member of the public without their consent may breach an individual’s right to privacy and could in certain circumstances constitute harassment.

This policy should be read in conjunction with all other of the Charity’s policies and rules, including policies on equality and positive work environment.

As with other written communication, email is a legally binding method of communication. Other forms of communication via the internet may also be legally binding. All forms of communication whether verbal or written represent the Charity and should therefore meet the standard and style expected of all communications.

Because of potential virus infection and consequent damage to the business, you must not download or load any software into any computer via any source, including memory sticks, flash drives, pen drives, any portable memory devices, or mobile phones without the prior approval of management. Approval will only be given after virus checking.

Downloading free software or Apps is permitted where there is a valid business reason and the software or App is considered to be from a reputable source.

You must not make pirate copies of the Charity’s owned software for use by other persons either inside or outside the Charity. This not only breaks the Charity’s rules, it is an illegal practice.

The Charity’s devices may contain tracking facilities. The Charity may use these as follows:

* for the prevention and detection of theft of devices;
* to protect the health and safety of our employees;
* as a method of checking the accuracy of Charity’s records, such as timesheets.

You must not tamper with any tracking facility or device. Tampering with tracking may lead to action under the Disciplinary Procedure up to and including summary dismissal.

## Personal Mobiles

You are permitted reasonable use of your personal mobile phone providing this does not interfere with the performance of your duties or cause any disruption to others.

You are not permitted under any circumstances to use your phone for the taking, recording, or sharing of images.

You must not use mobile phones whilst undertaking any task where safety is a consideration and the use of the phone might interfere with the level of concentration required to undertake the task safely.

## Monitoring of Personal Communications

As stated above, the Charity may monitor, intercept or record all communications received or made via the Charity's telephone system or any other system including email and internet usage. If you wish to make a call that cannot be monitored you should discuss this with your Centre Manager. Monitoring may be conducted by any member of management but will be for work-related purposes only. This makes up part of your contractual terms and conditions.

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# CCTV

### Policy Statement

The Melton Learning Hub uses close circuit television within the premises of the charity. The purpose of this policy is to set out the position of the Charity as to the management, operation and use of the CCTV at its centres.

This policy applies to all members of our workforce, visitors to the Charity and all other persons who might be captured on the system.

This policy takes account of all applicable legislation and guidance, including:

* The Data Protection Act 2018
* CCTV Code of Practice produced by The Information Commissioner
* Equality Act 2010

This policy sets out the position of the Charity in relation to its use of CCTV.

### Purpose of CCTV

The Melton Learning Hub uses CCTV for the following purposes:

* To provide a safe and secure environment for pupils, staff and visitors
* To prevent the loss of or damage to the Charity’s buildings and/or assets
* To assist in the prevention of crime and assist law enforcement agencies in apprehending offenders

### Description of system

The Charity uses fixed cameras on site. Cameras are not equipped for sound recording.

### Siting of Cameras

All CCTV cameras will be sited in such a way as to meet the purpose for which the CCTV is operated. Cameras will be sited in prominent positions where they are clearly visible to staff, pupils and visitors.

Cameras will not be sited, so far as possible, in such a way as to record areas that are not intended to be the subject of surveillance. The charity will make all reasonable efforts to ensure that areas outside of the Charity premises are not recorded.

Signs will be erected to inform people that they are within an area where CCTV is in operation.

Cameras will not be located in areas of heightened privacy, such as toilets.

### Privacy Impact Assessment

Prior to the instillation of any CCTV camera or system, a privacy impact assessment will be conducted by the Charity to ensure that the proposed installation is compliant with legislation and ICO guidance.

The Charity will adopt a privacy by design approach when installing new cameras and systems, taking into account the purpose of each camera, so as to avoid recording and storing excessive amounts of personal data.

### Management and Access

The CCTV system is managed and monitored by the management team and IT teacher. The viewing of CCTV will be limited to the staff team, with specific reasons for those purposes set out above.

Recorded images on the system will be restricted to staff members access for the purposes outlined above.

No other individual will have the right to view or access any CCTV images unless in accordance with the terms of this policy as to disclosure of images.

The CCTV system is checked weekly to ensure it is working correctly.

### Storage and Retention of Images

Any images recorded by the CCTV system will be retained only for as long as necessary for the purpose for which they were originally recorded.

Recorded images are stored only for a period of seven days, unless there is a specific purpose for which they are retained for a longer period.

The Charity will ensure that appropriate security measures are in place to prevent the unlawful or inadvertent disclosure of any recorded images. The measures in place include:

* CCTV recording systems to be located in restricted access areas
* The CCTV system is password protected
* Restriction of the ability to copy images is confined to designated staff

A log of copies of images will be maintained.

### Disclosure of Images to Data Subjects

Any individual recorded on any CCTV image is a data subject for the purposes of the Data Protection Legislation, and has a right to request access to those images.

Any individual who requests access to the images of themselves will be considered to have made a subject access request pursuant to the Data Protection Legislation. Such a request should be considered in the context of the Charity’s Subject Access Request Policy.

When such a request is made the nominated staff member will review the CCTV footage, in respect of the relevant time periods and in accordance with the request.

If the footage contains only the individual making the request then the individual may be permitted to view the footage. This must strictly be limited to that footage which contains only images of the individual making the request.

If the footage contains images of other people then the Charity must:

* Consider if the footage requires the consent of other persons in the footage
* Consider if the consent of other persons has been given or could be obtained
* If not, then consider whether it is reasonable in the circumstances to disclose those images to the individual making the request.

A record must be kept, and held securely, of all disclosures which sets out;

* When the request was made
* The process followed by the staff member in determining whether the images contained third parties
* The considerations as to whether to allow access to those images
* The individuals that were permitted to view the images and when; and
* Whether a copy of the images was provided, and if so to whom, when and in what format.

### Disclosure of Images to Third Parties

The Charity will only disclose CCTV images to third parties where it is permitted to do so in accordance with the Data Protection Legislation.

CCTV images will only be disclosed to law enforcement agencies in line with the purposes for which the CCTV system is in place.

If a request is received from a law enforcement agency for disclosure of CCTV images the staff member must follow the same process as above in relation to subject access requests. Details should be obtained from the law enforcement agency, in writing, as to exactly what they want the CCTV images for, and any particular individuals of concern. This will enable proper consideration to be given to what should be disclosed, and the potential disclosure of any third party images.

The information above must be recorded in relation to any disclosure.

If an order is granted by a court for disclosure of CCTV images then this should be complied with. However, very careful consideration must be given to exactly what the court order requires. If there are any concerns as to disclosure then the Data Protection Lead should be contacted in the first instance, and appropriate legal advice may be required.

### Review of Policy and CCTV System

The CCTV system and the privacy impact assessment relating to it will be reviewed bi-annually.

### Misuse of CCTV systems

The misuse of the CCTV system could constitute a criminal offence.

Any member of staff who breaches this policy may be subject to disciplinary action.

### Complaints relating to this policy

Any complaints relating to this policy or to the CCTV system operated by the Charity should be made in accordance with the Melton Learning Hub Complaints Policy.

# Social Media

The Charity recognises that some employees will have personal social media accounts. Such accounts must only be used to express personal views, and care should be exercised in all cases where you are identifiable as someone employed by the Charity.

In any event, you must identify yourself as an employee of the Charity when referencing our products or services.

The Charity requires employees using social media sites to refrain from making any comments or engage in discussions which could adversely affect the Charity or the Charity’s reputation, or that of our customers and suppliers. It is also prohibited to breach discrimination legislation, harass or bully an employee, or damage working relationships between fellow employees.

You must not share any confidential or sensitive Melton Learning Hub information on social networks.

You are personally responsible for all content posted on your accounts. All passwords must remain secure, and you must never leave accounts open whilst you are away from your device or computer.

You are reminded that regardless of the social network used, or privacy settings activated, everything posted on the internet has the potential to become public and widespread. All social media posts should therefore be carefully considered to ensure they fit with the image you and the Charity want to share online.

Any information posted on the internet may result in disciplinary action up to and including dismissal if it breaches this policy or any other expected levels of conduct. This includes posts on a personal account with inappropriate privacy settings, posts made outside of working hours, and those posts made not using the Charity computers or equipment. You may also be required to remove content created or shared by you if the Charity consider such posts to be a breach of this policy.

All the Charity’s rules and policies apply in respect of social media posts. This policy therefore should be read in conjunction with all other policies, in particular your attention is drawn to the Charity’s policies on equality and positive work environment.

# Grievance Procedure

Where you have a grievance relating to any aspect of your employment you should have no hesitation in raising the matter informally. Your Statement details the person with whom a grievance should be raised. If you wish to make a formal grievance it must be set out in writing.

It is the Charity’s intention to consider all grievances as soon as possible, and a meeting will be held usually within 5 working days of you raising a grievance. The meeting will enable you to give full details of your grievance.

You are entitled to be accompanied by a fellow employee or accredited trade union official at the grievance meeting.

If your grievance is about the person to whom your Statement advises you should raise a grievance, you should raise it with a more senior member of management, or, if not possible, another member of management at the same level.

After the meeting the Centre Manager will inform you of his or her decision in writing withing 5 working days in response to the grievance. You have the right to appeal against this decision.

If you wish to appeal, you must inform the Charity in writing within 5 working days. You will then be invited to attend another meeting, after which you will be informed of the final decision in writing.

It is not permissible to record, whether audio and/or visual, any meetings which take place as part of this procedure, without our express written authorisation. You should note that unauthorised recording may result in action under the Disciplinary Procedure, which may include dismissal for gross misconduct.

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# Public Interest Disclosure (Whistleblowing)

The Charity recognises that effective and honest communication is essential if concerns about breaches or failures are to be effectively dealt with and the Charity’s success ensured.

This policy is designed to provide guidance to all those who work with or within the Charity, including casual and temporary staff, who may from time to time feel that they need to raise certain issues relating to the Charity with someone in confidence.

Any person who in the public interest raises genuine concerns under this policy will not under any circumstances be subjected to any form of detriment or disadvantage as a result of having raised their concerns. The victimisation or harassment of an individual making a protected disclosure is a disciplinary offence.

This policy applies where you reasonably believe that one of the following sets of circumstances is occurring, has occurred, or may occur within the Charity and that your disclosure is in the public interest:

* a criminal offence has been committed, is being committed or is likely to be committed;
* a person has failed, is failing or is likely to fail to comply with any legal obligation to which he or she is subject;
* a miscarriage of justice has occurred, is occurring or is likely to occur;
* the health and safety of any individual has been, is being or is likely to be endangered;
* the environment has been, is being or is likely to be damaged;
* information tending to show any matter falling within any one of the preceding paragraphs has been, is being or is likely to be deliberately concealed.

It is not necessary that you prove the breach or failure that you are alleging has occurred or is likely to occur, you may simply raise a reasonable suspicion. However, you should note that you will not be protected from the consequences of making such a disclosure if, by doing so, you commit a criminal offence.

### Procedure

If you believe that any of the above practices are happening in the Charity the following procedure should be followed:

* you should initially raise the issues with the Centre Mananger , who will treat the matter in confidence;
* if it is not appropriate to raise the issues with the Centre Manager , you should raise the issue with a Director or, if not possible, another member of management at the same level;
* it is likely that an investigation will be necessary and you may be required to attend an investigatory meeting as a witness;
* at the investigation meeting you will need to explain fully the nature and extent of what you believe is the problem. You may bring a colleague to help you explain the situation more clearly if you wish.

Depending on the nature of your complaint, it may not be possible to find an immediate solution, but your concerns will be investigated as quickly as is reasonably possible, and, where possible, providing such disclosure does not breach confidentiality, you will be advised of the outcome of the investigation in due course. As a minimum you will be advised when any investigation has been completed and that appropriate action has been taken, although you may not be informed of the specific details of the action that has been taken.

Where it is necessary for your disclosure and the investigative meeting minutes to be supplied to an employee as part of the evidence supporting disciplinary action, appropriate steps will be taken to ensure that your working environment and/or working relationships are not prejudiced by the fact of the disclosure.

If you are dissatisfied with the outcome of this procedure you may raise the matter with the Centre Manager or the Chair of Directors. If you remain dissatisfied with the outcome you have the right to express your concerns to the relevant Prescribed Person designated by the Public Interest Disclosure (Prescribed Persons) Order 2014, or any statute or statutory instrument which subsequently supersedes this legislation.

If you reasonably believe that the relevant failure as listed in any of the above practices relates wholly or mainly to the conduct of a person other than someone in the Charity, or any other matter for which a person other than the Charity has legal responsibility, then you should make that disclosure to that other person.

Also, you may make such a disclosure to Protect, the leading authority on public interest whistleblowing, if you consider that it has an interest in the matter and, despite the best efforts of the Charity, you believe that disclosure within the Charity is inappropriate or as noted previously has been unsuccessful. Disclosures made to legal advisors in the course of obtaining legal advice will be protected.

If any disclosure concerns information which you do not substantially believe is true or is made in bad faith, for instance in order to cause disruption within the Charity, or indeed if the disclosure is made for personal gain, then you may become subject to action under the Disciplinary Procedure, which could include dismissal.

While the Charity hopes that such disclosures will never be necessary, it also recognises that it may find itself in circumstances which are new to it. Each case will be treated on its own facts.

# Health, Safety and Smoking

## Safety

The Charity is committed to ensuring your health, safety and welfare whilst at work. If you become aware of any potential hazard or unsafe working conditions, you should have no hesitation in raising them with the Charity.

You are required to take all reasonable steps to safeguard your health and safety, and that of any other person who may be affected by your actions, and to observe at all times the published health, safety and fire rules and procedures. All accidents must be reported to management and entered into the Accident Book as necessary.

## Smoke Free Workplace

It is the Charity’s policy that all of its workplaces are smoke-free and that you have the right to work in a smoke-free environment. Failure to adhere to this policy may result in formal disciplinary action being taken against you, as set out in the Charity’s Disciplinary Procedure.

You should be aware that enforcement authorities can issue penalties and fines if you are found guilty of smoking in a smoke-free place. You will be personally liable for any fine or fixed penalty imposed for non-compliance.

Smoking, including the use of electronic cigarettes (e-cigarettes) or electronic nicotine delivery systems (ENDS), is prohibited throughout the entire workplace whilst students are on site.use of designated smoking areas are permitted outside these times.

# Alcohol and Substance Abuse

It has been proven that alcohol and substance misuse can have a detrimental effect upon your health, can adversely influence your work performance, and can adversely affect your relationships with colleagues and customers. It can also result in reduced efficiency and increased absenteeism.

The Charity has a duty towards, and is concerned about the health and welfare of all employees. It is therefore the Charity’s policy to:

* promote a responsible attitude to the consumption of alcohol amongst employees;
* offer assistance to those employees who require it;
* treat alcohol and substance abuse as a health problem and arrange for employees to seek professional assistance.

The Charity will treat any absence due to alcohol and substance abuse in the same way as sickness absence on the condition that you obtain professional treatment and maintain regular contact with the appropriate Occupational Health Department.

The Charity will treat all relevant discussions in strict confidence.

If inadequate work performance or unacceptable behaviour, including poor work relationships, occur or persist, the matter may be dealt with under the Charity's Disciplinary Procedure. Careful consideration will be given if you have acknowledged the existence of a problem and/or have agreed to obtain medical help for the condition. However, any incident which amounts to gross misconduct would be considered a dismissible offence. If you fail to complete a prescribed course of treatment or have a relapse following treatment, the matter may be dealt with under the Charity's Disciplinary Procedure.

# Supporting Positive Mental Health

The Charity understands the positive impact that healthy and engaged employees make to the success of the business. As such, the Charity pledges to provide initial and ongoing support and help for employees going through mental health problems. We wish to create an open and honest workplace where Centre Managers and employees can discuss mental health problems, and to ensure the necessary support is known and offered to employees when needed.

The Charity understands the role it has in ensuring that health and safety legislation is adhered to. The Charity undertakes to create a safe workplace where risks to mental health and wellbeing are limited as far as possible. Additionally, the Charity understands the protection employees with a disability have against discrimination under the Equality Act 2010, including the obligation for employers to make reasonable adjustments for disabled employees.

When a Centre Manager identifies that an employee may be suffering from a mental health problem, early intervention will be undertaken. The Centre Manager will speak with the employee, in a series of meetings if required, and encourage the employee to speak openly and honestly about their situation. The meetings will be used to ascertain how the employee may be supported by the Charity and whether any adjustments are to be made. Adjustments may be made on a temporary basis. Meetings will be held in complete confidence, save for where information needs to be shared with HR or other Centre Managers regarding any adjustments made. The employee will be consulted regarding the detail of the information shared.

# Disciplinary Rules

It is necessary to have a minimum number of rules in the interests of the whole organisation.

The rules set standards of performance and behaviour, whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is our aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals where they are failing to meet the required standards, and not be seen merely as a means of punishment.

It is your responsibility to familiarise yourself with the following rules and procedures. Any breaches may result in action being taken in accordance with the Disciplinary Procedure. If you have any concerns or require clarification on any issue, please raise them with management.

The Charity may need to change the rules from time to time and any such changes will be notified to you as appropriate.

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

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## General Rules

This list is not exhaustive.

* You must conduct yourself and perform your work at all times in a manner that is in the interests of the Charity. Any conduct detrimental to its interests or its relations with any third party, or damaging to its public image, shall be considered to be a breach of the Charity's rules.
* You are expected to achieve and maintain a good standard of work and to show a conscientious approach to the job or to the detail of that job to a standard that may reasonably be expected.
* You must maintain acceptable attendance at work and timekeeping.
* You are expected to read and observe all authorised notices that are displayed by the Charity.
* You are engaged on the basis that you must be prepared to undertake reasonable duties other than those for which you have been specifically engaged to ensure maximum efficiency.
* You must not make use of telephones, email or postal facilities or any other communication mode for personal purposes without the prior permission of management. You must adhere to the Charity's policy with regard to the use of mobile phones and other devices.
* You are not permitted to remove material or equipment of any kind from the Charity without prior permission.
* You must notify the Charity immediately of any incident causing damage to property belonging to the Charity (e.g. building, machinery and equipment), or to the property of fellow employees, visitors or customers/clients.
* Working time and/or the Charity's material or equipment must not be used for any unauthorised work.
* You must act in accordance with the Charity's working procedures.
* Personal hygiene and appearance must be of an acceptable standard.
* Visitors are not allowed onto the premises at any time without prior authority.
* An orderly and courteous manner must be maintained at all times.
* Socialising is not permitted on the premises without prior authorisation.
* You are required to submit your person or property, including vehicles, to being searched whilst on the Charity's premises, or at any time at the reasonable requirement of the Charity.
* You must comply with the Charity’s rules on no smoking, including no smoking in the Charity’s vehicles.
* You are required to comply with the Charity's policy of not permitting the display of flags, emblems, posters, graffiti, etc. or the circulation of literature which is likely to give offence or cause apprehension among particular groups of employees.
* Unofficial references or opinions about current or ex-employees must not be made or given to third parties under any circumstances.

## Gross Misconduct

The following acts are examples of gross misconduct offences and as such may render you liable to summary dismissal without notice and without previous warnings. It is not possible to provide an exhaustive list of examples of gross misconduct. However, any behaviour or negligence resulting in a fundamental breach of contractual terms that irrevocably destroys the trust and confidence necessary to continue the employment relationship will constitute gross misconduct. Illustrative examples of offences that will normally be deemed as gross misconduct include serious instances of:

* Fighting, physical assault or dangerous horseplay.
* Serious cases of bullying, offensive, aggressive, threatening or intimidating behaviour or excessive bad language.
* Theft or misappropriation of the Charity’s property or property belonging to another employee, or fraud.
* Drinking alcohol or being under the influence of alcohol/drugs and/or drug abuse whilst attending work.
* Being in possession of, or dealing in illegal drugs whilst at work.
* Breach of safety rules and/or any action, which seriously endangers the health or safety of an employee or any other person whilst at work.
* Unlawful discrimination, harassment and/or bullying.
* Breach of any of the Charity’s policies.
* Deliberate damage to property.
* Unauthorised recording of any workplace meeting, including but not limited to disciplinary meetings.

# Disciplinary Procedure

The Disciplinary Procedure does not form part of your contract of employment.

We retain discretion in respect of the Disciplinary Procedure to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service, you may not be in receipt of any warnings before dismissal.

If appropriate, informal action will be taken by the Charity to resolve problems relating to conduct, capability, or other circumstances.

Before considering a warning or dismissal, steps will be taken by the Charity to establish the facts.

At any stage of the Disciplinary Procedure you may be suspended, on full pay, whilst investigations are carried out. Suspension is a holding measure and is not to be taken as an indication that any allegations against you will be substantiated. In the event that you become unfit for work or unable to attend any necessary meetings due to sickness during the period of suspension, the Charity will review the decision to keep you on suspension and, following this review, your suspension may be lifted. If your suspension is lifted, you may no longer be entitled to full pay but will be entitled to Statutory Sick Pay in accordance with the Charity's rules and procedures.

If you are prevented from attending your place of work and/or performing your job duties as a result of Police bail conditions, or because of an order or direction given by a court or relevant regulatory body, then the duration of any such period will be without pay.

If it is necessary for the Charity to take action under the Disciplinary Procedure you will be issued with a written statement setting out the nature of the conduct or other circumstances that may result in a disciplinary warning or dismissal. You will only be issued with a disciplinary warning or dismissed following a formal disciplinary meeting, at which you will have been given the right to be accompanied by a fellow employee or an accredited trade union official. You should make every effort to attend the meeting. Throughout the Disciplinary Procedure you will be given the opportunity to respond to any complaint before any decision on a disciplinary warning or dismissal is taken.

It is not permissible to record, whether audio and/or visual, any meetings which take place as part of this procedure, without our express written authorisation. You should note that unauthorised recording may result in action under the Disciplinary Procedure, which may include dismissal for gross misconduct.

The Charity may commence the Disciplinary Procedure, depending on the circumstances, at any of the following levels:

**Written warning**

#### A written warning will be issued and a copy placed on your personnel file for 6 months after which it will be disregarded.

**Final written warning**

#### A final written warning will be issued and a copy placed on your personnel file for 12 months after which it will be disregarded.

**Dismissal**

#### Dismissal may be with or without notice, depending on the circumstances, and may occur whether or not warnings have been issued.

#### You will be entitled to appeal against any disciplinary or dismissal decision taken, such appeal being held in accordance with the Appeal Procedure, which is outlined below.

# Capability Procedure

### Introduction

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

We retain discretion in respect of the Capability Procedure to take account of your length of service and to vary the procedure accordingly. If you have a short amount of service, you may not be in receipt of any warnings before dismissal.

### Job Changes and General Capability Issues

If the nature of your job changes or if we have general concerns about your ability to perform your job we will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve.

If your standard of performance is still not adequate you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal. We will also consider the possibility of a transfer to more suitable work if possible.

If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work, or if your level of performance has a serious or substantial effect on our business or reputation, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.

If such improvement is not forthcoming after a reasonable period of time, you will be dismissed with the appropriate notice.

### Personal Circumstances and Health Issues

Personal circumstances may arise which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice. Under normal circumstances this can be most easily obtained by asking your own G.P. for a medical report. Your permission is needed before we can obtain such a report and we will expect you to cooperate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

There may also be personal circumstances which prevent you from attending work, either for a prolonged period or for frequent short absences. Under these circumstances we will need to know when we can expect your attendance record to reach an acceptable level. This may again mean asking your own G.P. for a medical report or by making whatever investigations are appropriate in the circumstances. When we have obtained as much information as possible regarding your condition, and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

### Procedure

You will only be issued with a capability warning or dismissed following a formal capability meeting, at which you will have been given the right to be accompanied by a fellow employee or an accredited trade union official. You should make every effort to attend the meeting. Throughout the Capability Procedure you will be given the opportunity to respond to any concerns before any decision on a capability warning or dismissal is taken.

It is not permissible to record, whether audio and/or visual, any meetings which take place as part of this procedure, without our express written authorisation. You should note that unauthorised recording may result in action under the Disciplinary Procedure, which may include dismissal for gross misconduct.

The Charity may commence the Capability Procedure, depending on the circumstances, at any of the following levels:

**Written warning**

#### A written warning will be issued and a copy placed on your personnel file for 6 months after which it will be disregarded.

**Final written warning**

#### A final written warning will be issued and a copy placed on your personnel file for 12 months after which it will be disregarded.

**Dismissal**

#### Dismissal may be with or without notice, depending on the circumstances, and may occur whether or not warnings have been issued.

#### You will be entitled to appeal against any capability or dismissal decision taken, such appeal being held in accordance with the Appeal Procedure, which is outlined below.

# Disciplinary and Capability Appeal Procedure

The Appeal Procedure does not form part of your contract of employment.

If you wish to appeal against any disciplinary or capability decision, you should apply in writing within 5 working days. You will be invited to attend a meeting and you should take all reasonable steps to attend.

After the appeal meeting you will be informed of the final decision.

You should address your appeal to the person stated in your Statement.

You will be given the opportunity to be accompanied at the meeting by a fellow employee or accredited trade union official.

It is not permissible to record, whether audio and/or visual, any meetings which take place as part of this procedure, without our express written authorisation. You should note that unauthorised recording may result in action under the Disciplinary Procedure, which may include dismissal for gross misconduct.

# Termination of Employment

## Notice of Termination

If you wish to resign, you should do so in writing giving such notice as is specified in your Statement.

If your employment is terminated by the Charity, you will be entitled to receive the notice as is specified in your Statement.

## Gross Misconduct

You may be summarily dismissed without notice if there has been an act of gross misconduct. Examples are contained in the Gross Misconduct section of Disciplinary Rules above.

## Notice during Probationary Period

During a probationary period your notice period may be different, so you should refer to your Statement for this information.

## When Dismissal Notice takes Effect

If you are given notice of dismissal verbally, it is deemed to take effect immediately. If notice is sent via post, it is deemed to take effect according to the schedule below:

* sent by email – the day after the email is sent;
* sent by recorded/special delivery – two days after letter sent;
* sent by first class – three days after letter sent.

## Retirement

The Charity does not operate a formal retirement policy.

## Terminating Employment without giving Notice

If you terminate your employment without giving or working the required period of notice, as indicated in your individual Statement, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. This is an express written term of your contract of employment. You will also forfeit any contractual accrued holiday pay due to you over and above your statutory holiday pay, if you fail to give or work the required period of notice.

## Pay in Lieu of Notice

At the absolute discretion of the Charity, payment in lieu of working notice may be made, and all benefits owing, including holidays, are paid as accrued at the actual date of termination. This is an express written term of your contract of employment.

## Garden Leave

If either you or the Charity serves notice on the other to terminate your employment the Charity may require you to take garden leave for all or part of the remaining period of your employment. During any period of garden leave you will continue to receive your full salary and any other contractual benefits. This is an express written term of your contract of employment.