



# WALTON YOUTH PROJECT

## Policies and Procedures

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### EMPLOYEE HANDBOOK

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## **INTRODUCTION**

### **OUR BUSINESS**

At the very heart of our Project is the professional care and well-being of clients, sometimes referred to as young adults/people. The manners in which we deliver our services are of paramount importance and we must achieve, consistently and reliably, statutory and national minimum standards. These standards may vary from time to time. The ways in which we provide our services are set out in our Policies and Procedures. This Handbook describes the policies and procedures relating to the terms and conditions of employment of our employees. The Project reserves the right to review, revise, amend or replace the contents of this Handbook and introduce new policies and procedures from time to time to reflect the changing needs of the business and to comply with new or amended legislation. It is important that you read and understand this document.

As part of your induction to the Project you will be informed of just how these policies and procedures apply to you and the job you perform.

If you have any questions about the contents of this Employee Handbook you must ask your Line Manager for advice and guidance.

#### **1 THIS HANDBOOK**

- 1.1 The purpose of the Employee Handbook is to inform and help you and it is a requirement that you familiarise yourself with its contents.
- 1.2 It should be read in conjunction with the Statement of Main Terms and Conditions of Employment issued to you as it is part of your "Terms of Employment".
- 1.3 If you are a new employee to the Project, we take this opportunity of welcoming you to the Walton Youth Project and hope that your period of employment with us will be a long and pleasant one.

## **ATTENDANCE**

### **2 WORKING HOURS AND WAGES**

- 2.1 Your normal working hours are as detailed in your Statement of Main Terms and Conditions of Employment which will be issued to you within 2 months of commencing your employment. Due to the nature of our business and in the interests of those entrusted to our care we do need to reserve the right to re-arrange working hours in order to meet special conditions and to require you to work additional hours, subject to appropriate discussion with you.
- 2.2 Any details associated with shift working will be shown in your Statement of Main Terms and Conditions of Employment. You may be required to work during the day, evening, and weekends, as well as overnight stays. Such changes will be the subject of discussion and

agreement with you and it is expected that your agreement will not be unreasonably withheld.

- 2.3 A variable lunch period is encouraged in offices to ensure that the office is staffed during normal working hours and such arrangements will be determined by your Manager.
- 2.4 If you are required to record your working time you must do so as instructed. It is a **serious disciplinary offence** to falsify a time record or to record another person's time record and to do so could lead to **summary dismissal**.
- 2.5 You are **required to complete a time sheet** showing the time spent on each Project. You should complete this daily and it should be available for inspection in the event of your sickness or unexpected absence. Once authorised by your Manager it forms the basis of calculating wages and **should be sent to payroll no later than the 20<sup>th</sup> of every month**.
- 2.6 It is a **gross misconduct** offence to falsify your working time records or those of others and renders you liable to dismissal without notice. It is also an offence if your actual time worked does not agree with your recorded hours.
- 2.7 Should you for any reason receive an **overpayment of wages** the Project **reserves the right** to make the appropriate **deductions** from future wage payments.

### **3 MOBILITY AND FLEXIBILITY**

- 3.1 The nature of our business is such that you may be required to work at different work sites. This is an express term of your employment. This flexibility is essential because of the nature of our business and our duty to those entrusted to our care.
- 3.2 Authorised expenses necessarily incurred on legitimate business activities will be reimbursed provided the appropriate VAT receipts are submitted.

### **4 LEAVE OF ABSENCE (and your Statutory rights to take time off)**

- 4.1 If you wish to leave work during working hours you must obtain permission from your immediate Line Manager. If you are required to record your working time you must record the time of leaving work and, if appropriate, record the time of returning to work.
- 4.2 When personal circumstances prevent you from attending work you must notify your Manager at the earliest possible opportunity and not later than your scheduled start time on the first day of the absence, or before that, to discuss the reasons for the absence.

4.3 Any personal appointments should be made outside working hours if possible, however, if you must attend during work time please ensure the appointment is made for either the beginning or the end of the day to ensure minimum disruption to your work.

## **5 TIME OFF FOR DEPENDANTS OR DOMESTIC INCIDENT LEAVE**

5.1 You have the statutory right to take a reasonable amount of unpaid time off during your working hours to deal with unexpected or sudden problems affecting your dependants and to make any necessary longer term arrangements for their care. It also covers an emergency in the house eg. fire or flood. It is not intended to cover situations where employees require substantial time off to care for dependants themselves. For parents wanting time off to care for their dependant children please refer to Paternity Leave or Parental Leave.

5.2 It is expected that in most cases the amount of leave will be less than one day or two days at the most. You may be able to take longer periods of leave under other arrangements with the Project. Records of leave will be monitored and leave may be refused when the amount of time off requested or the reason is unreasonable.

5.3 The situations where leave may be applicable are as follows:

- To care for a dependant who falls ill or has been involved in an accident or assaulted
- When your partner is having a baby
- To make longer term arrangements for a dependant who is ill or injured
- When a dependant gives birth (this does not include time after the birth to care for the baby)
- To deal with the death of a dependant. For direct family members please refer to Bereavement Leave
- To deal with an unexpected disruption or breakdown in care arrangements for a dependant; e.g. when the child minder or nurse fails to turn up
- To deal with an incident involving the employee's child during school hours

Domestic Incident Leave

- Fire, flood or burglary in the home

### **Who is a Dependant?**

5.4 For the purpose of the statutory right to take time off a dependant is defined as follows:

***“A partner, child or parent of the employee or someone who lives***

***with you as part of your family e.g. elderly aunt or grandparent.”***

- 5.5 In cases of illness or injury or where care arrangements break down, a dependant may also be someone who reasonably relies on you for assistance. This may be where you are the primary carer or the only person who can help in an emergency.

## **6 SPECIAL ADDITIONAL LEAVE**

### **6.1 Personal Leave of absence for compelling personal reasons**

This Leave of Absence applies to both full time and part time permanent staff. This leave will be granted with reinstatement rights only if the Project's operational requirements can be met with existing manning. If existing manning cannot cover the needs of the Project or if the job requires special skills/knowledge or extensive training, a Personal Leave of Absence for compelling personal reasons may be granted without reinstatement rights. In all cases reasonable notice must be given by the employee. The Project will always consider applications for Personal Leave in the following circumstances. Such leave is granted at the discretion of the relevant Manager who will decide whether the application is granted and whether any payment for such leave will be made.

#### **Personal Leave**

- 6.2 The Project recognises that emotionally difficult or distressing personal situations may arise which requires that staff spend some time away from work. Such cases will be treated in a sensitive and flexible manner by Managers.
- 6.3 Personal Leave will normally apply in circumstances including severe/terminal illness of a dependant (usually a child or an elderly relative), close relative or partner, bereavement and attendance at a funeral of a dependant, relative, partner or close friend.
- 6.4 Personal Leave will be granted at the discretion of the relevant Manager. Whilst there is no automatic “entitlement” to personal leave, all requests will be considered and individual circumstances will be taken into account. All such requests will be dealt with on a strictly confidential basis.
- 6.5 It is recognised that sometimes the need to take Personal Leave arises at very short notice. However, an employee should discuss the matter with their Manager before taking such leave and at the earliest opportunity.
- 6.6 When considering the duration of leave to be granted the relevant Manager will consider the information the employee has given. This will include such factors as the nature of the relationship the employee has with the ill or deceased person; whether the employee is the primary

relative/primary friend to that person, will they have to make funeral and other arrangements and how far the employee needs to travel.

### **Religious Holidays**

- 6.7 Staff who require leave for religious holidays or observances should inform their Manager. Staff will normally be allowed to use their annual holiday entitlement to coincide with these dates.

### **Membership of Outside Bodies**

- 6.8 The Project will consider requests from employees who wish to undertake public duties as long as such commitments do not have a detrimental effect on the work responsibilities of the employee or on the operations of the business. Employees will not be required to pay back or to make up additional working hours for any authorised time off. Decisions about authorising time off will be taken into consideration to the total amount of time already taken for the same purposes in the normal annual leave year.

- 6.9 All employees are entitled to request reasonable time off to attend public duties if they are a magistrate, sometimes known as Justice of the Peace, and/or members of the following bodies:

- a local authority
- a statutory tribunal
- a relevant Health Authority
- a relevant education body
- a youth offender panel, a prison Board of Visitors or a prison visiting committee
- a registered housing board
- a registered social landlord and tenant management organisation
- the service Authority for the National Criminal Intelligence Service or the Service Authority for the National Crime Squad
- A police authority
- A probation board

- 6.10 Employees must request time off in writing from their manager. The written application must contain details of the post or office held and the inclusive dates of the period involved (or times of the day where applicable). The employee is expected to submit their application as far in advance as practicable.

The time must be authorised by the employee's manager beforehand and the request may be refused if it is unreasonable. This will depend on:

- what the duties are;
- the time needed to carry them out;
- the impact on the business; and
- how much time off the employee has already had for public duties.

The project reserves the right to ask the employee to take unused annual leave to cover all or part of the requested period of time off where any of the above applies. However, as a general principle, the Project will endeavour to agree to requests for time off for public duties provided for by statute.

**All such leave will be without pay.**

### **Jury Service**

- 6.11 If you receive a summons to serve on a jury, you must inform your Manager at the earliest opportunity and provide a copy of the relevant documentation. Although in some circumstances it may be possible to re-arrange the dates of attendance, the Juries Act 1974 places an obligation on employers to release employees who serve as jurors.
- 6.12 If you serve as a juror, you will be granted leave without pay for the period in question. This means that you must claim "loss of earnings allowance" from the Court and any subsistence and travel allowances which are payable from the Court. To receive your loss of earnings from the court, a loss of earnings certificate provided by the Court must be submitted to the employer for completion and this will be returned to the employee for submission to the Court.
- 6.13 Upon discharge from the Court the employee must obtain a certificate of attendance from the jury manager and return to the employer. Upon receipt the employer will top up earnings to ensure normal pay is received. If the employer does not receive the loss of earnings certificate, the time off to attend Jury Service will be deducted from the employee's pay.

Employees are required to obtain a statement of fees received from the Clerk of the Court and present to their manager. The manager will report the amount received from the Court to payroll

- 6.14 Employees can ask for their jury service to be deferred and this can only be done once and for no more than 12 months from the original date. Information will be sent with the summons and it is the employee's responsibility to ensure they attend or inform the court of reasons why they do not wish to attend.

### **6.15 Time off for Witness Duty**

Reasonable unpaid time off will be granted for any employee to attend court as a witness. As soon as notification is received by the employee, they should immediately notify their manager. On receipt of a Court Witness Summons letter, employees must submit a copy to their manager without delay.

- 6.16 An employee will receive loss of earnings at basic pay for

Witness Duty only when:

- Witness duty is at the request of the Project; or
- Witness duty is in response to a subpoena directly related to Project business

6.17 An employee will not be paid for witness duty when:

- Duty is voluntary;
- Litigation is brought by or on behalf of the employee or a member of his/her family; or
- An employee is called to testify due to his/her employment outside the Project or a personal matter

6.18 If an employee qualifies for loss of earnings, they must obtain and complete a witness expense form from the Court and submit this to the employer for payroll purposes. Upon discharge from the Court the employee must obtain a certificate of attendance from the jury manager and return to the employer. Upon receipt the employer will top up earnings to ensure normal pay is received. If the employer does not receive the loss of earnings certificate, the time off to attend witness duty will be deducted from the employee's pay.

Employees are required to obtain a statement of fees received from the Clerk of the Court and present to their manager. The manager will report the amount received from the Court to payroll.

### **Study Leave**

6.19 Any applications for study leave must be submitted to your Manager and will be granted at their discretion; please refer to the "Training and Development" section of this Handbook for further details.

## **7 ABSENCE AND SICKNESS**

### **Sick Pay Scheme**

7.1 The Project offers the following sick pay scheme after 1 years' service you are entitled to 1 months full pay (which will include statutory sick pay) in any rolling 12 month period and after 2 years' service you will be entitled to 2 months full pay in any rolling 12 month period (which will include statutory sick pay). Prior to you accruing 12 months service or once you have exhausted all your project sick pay in any rolling twelve month period you will receive statutory sick pay.

7.2 If you are absent due to injury/accident you must notify the Project of any claim made against a third party. The Project reserves the right to expect repayment of any Project sick pay (or part thereof) which is the subject of a payment received from such a claim. This will not affect payments of SSP. This repayment should be made either as a lump sum or by deduction from wages by agreement.

### **Absence and Sickness Monitoring Policy**

- 7.3 The Project's effectiveness and its ability to provide proper care and support relies heavily upon the attendance of its employees. It is recognised that fair, reasonable and relevant employment policies are essential if employees are to make a fair and reasonable contribution to the organisation. The development, implementation and operation of such policies are a key feature of good performance management.

For employment policies to be effective it is essential that there is an awareness and acceptance of them throughout the organisation. It is in this context that the Project has identified the need for a clear and concise absence policy which will support the effective performance of both the organisation and its employees. A high level of attendance at work will clearly contribute to and provide positive assistance in the planning and provision of quality services.

The aims of this absence policy are to create and maintain a culture of working together to achieve acceptable attendance levels and make absence controls effective. The establishment of appropriate monitoring and control procedures will ensure that all employees receive fair and consistent treatment.

### **Absence**

- 7.4 Absence from work may be for one or a number of reasons and it is therefore important, and appropriate, to monitor absence effectively in order to distinguish between the various types of absence.

The principal reasons for the various types of absence can be summarised as follows:

- **Sickness Absence** – this can be sub-divided into “certified” and “self-certified” sickness and industrial injury.
- **Statutory Time Off** – this would include such absences as time off ante-natal care, maternity leave, adoption leave etc.
- **Holidays** – including annual leave, statutory public holidays and additional holidays.
- **Leave of absence** – including visits to the doctor, dentist, hospital, optician and Personal Leave.
- **Unauthorised Absence** – this would be, for example, when an employee has taken unauthorised leave or where he/she has not reported for work and no acceptable reason for the absence has been given.

**Unauthorised absence** will be dealt with immediately as and when it arises and each case will be dealt with on its merits. Where management accepts the reason for the unauthorised absence the employee will normally be counselled and informed about the expected improvement in his/her attendance. The appropriate Manager will warn the employee of the likely consequences if the required improvement does not materialise. Before any action is taken consideration will be given as to whether an improvement is likely.

Where a reason for the unauthorised absence has not been given by the employee or the reason is not acceptable, the matter will be considered in accordance with the Disciplinary Procedure and payment of wages will **not** be made for the duration of the unauthorised absence.

### **Notification of absence**

- 7.5 You must notify your Manager or supervisor on the first day of your absence prior to your normal starting time.

### **All Employees**

- 7.6 Contact must be made by the individual person, via the telephone. **Text messages are not acceptable**; neither is it acceptable that another person reports your absence on your behalf unless it is impossible for you to make contact due to the nature of your illness.
- 7.7 You must **maintain daily telephone contact** with your Manager/supervisor throughout the first seven days of your absence, unless you have been signed off for a period of time by your GP at which point you must maintain weekly contact.
- 7.8 Upon your return to work you must attend a **“Return to Work” interview** and complete a Self-Certification form.
- 7.9 Failure to notify the Project on the first day of absence and/or failure to satisfactorily complete a Self-Certification form could result in payment of any discretionary sick pay, if relevant, and the Statutory Sick Pay Scheme being withheld.
- 7.10 In the event of your absence exceeding 7 continuous days due to sickness or injury you must submit a G.P. medical certificate (known as “Fit Notes”) as soon as possible. Thereafter, further medical certificates must be submitted covering all absence until you resume work.
- 7.11 Should you fail to complete the Project's Self Certification form, provide false information, or fail to supply medical certificates for any absence exceeding 7 continuous days then you could be subject to the Project's formal disciplinary procedures and have a disciplinary sanction made against you.
- 7.12 Failure to notify the Project of your absence and the reason for that absence in accordance with the above requirements will be regarded as unauthorised absence. Unauthorised absence shall be considered to be an act of misconduct and will result in disciplinary action.
- 7.13 The Project reserves the right to obtain a medical report from your G.P. in order to ensure that you are fit to continue to undertake your job,

subject to the Access to Medical Reports Act 1988, or require you to undergo a medical examination by an independent Occupational Health Specialist. The Project will pay for any medical examination or report. However, should you fail to make reasonable attempts to notify us of your intention to cancel/postpone a scheduled appointment with the maximum amount of notice possible, the relevant fees may be deducted from your pay should the medical examiner insist on charging the associated fees in accordance with their cancellation policy.

### **Monitoring Sickness Absence**

- 7.14 Accuracy in recording sickness absence is an essential requirement in managing overall absence and concise records are essential should disciplinary action need to be contemplated. The aim of the Project is to maintain and monitor accurate records to ensure consistency in the application of this policy. Should you fail to complete the Project's Self Certification form, provide false information (which is regarded as Gross Misconduct) or fail to submit medical certificates for any absence exceeding 7 continuous days, then disciplinary action is likely to follow.
- 7.15 While the monitoring of absence is a continuous process, there needs to be a mechanism which will demonstrate when an individual's absence record has reached a level which is unacceptable. The Project has adopted "triggers points" which will be used to identify unacceptable levels of absence which are shown below and are based on a mechanism known as "**The Bradford Factor**" – a widely used attendance and absence monitoring tool. When unacceptable levels of absence are reached, it will usually mean the implementation of the Project's Disciplinary Procedure. Proper account will be taken of any serious impairment which constitutes a disability within the meaning of prevailing Disability Discrimination legislation, currently falling under the disability provisions of the Equality Act (2010).

### 7.16 **"THE BRADFORD FACTOR"**

"The Bradford Factor" is a simple mechanism for setting trigger points that signify unacceptable levels of attendance at work.

The calculation is based on a rolling period of 12 months, using the following criteria:

NUMBER OF SPELLS OF ABSENCE x BY ITSELF x BY THE TOTAL  
NUMBER OF DAYS ABSENT.

i.e.  $S \times S \times \text{Days} = \text{POINTS}$  ("The Bradford Factor")

For example an employee who has been absent on three occasions in the last 12 months, each absence lasting 2 days. The Bradford Factor would show the following:

3 x 3 x 6 = 54 points

*The trigger levels for Disciplinary relevant action are as follows:*

75	Points	=	Verbal Warning
125	Points	=	First Written Warning
200	Points	=	Final Written Warning
350	Points	=	Dismissal

7.17 Employees will be provided with a copy of their "Return to Work" interview record which will show the number of "Bradford Factor" points recorded in respect of their absence(s).

## **8 INCLEMENT WEATHER POLICY**

- 8.1 In the event of extreme adverse weather conditions you are expected to make every attempt to arrive at work at your normal starting time.
- 8.2 If you decide that the weather conditions will prevent you from travelling to work you must opt for one of the following:
  - 8.2.1 take the day(s) as holiday, or
  - 8.2.2 take the day(s) as authorised unpaid leave of absence
  - 8.2.3 complete admin from home, however work must be produced as evidence.
- 8.3 In such circumstances you must telephone your Manager no later than your normal starting time and inform them of the option you wish to take. If your Manager is not available you must ensure that another member of staff is notified of your absence.
- 8.4 In the event you decide to travel to work and then subsequently find that the weather conditions prevent you from completing your journey you must telephone your Manager within one hour of your normal starting time and inform them of the exact circumstances. In this case the Project at its discretion, in light of the particular circumstances, will decide whether or not you will qualify for full pay.
- 8.5 In any event, absence from or lateness to work due to extreme adverse weather conditions will not be subject to the Project's disciplinary procedure provided you notify your Manager in accordance with the above policy.

## **9 REFRESHMENT BREAKS**

- 9.1 The Project operates informal refreshment breaks at certain locations and the applicable local arrangements will be explained by your supervisor or Manager.

## **10 HOLIDAYS AND HOLIDAY PAY**

- 10.1 Part of your holiday may be fixed by the Project, details of which will be given to you each year by the end of the previous holiday year.
- 10.2 For the purposes of calculating holiday entitlement only complete weeks worked are included in the calculation for entitlement.
- 10.3 Not more than 10 continuous working days can be taken in any holiday period without prior agreement.
- 10.4 Other than for “odd days” holiday periods must normally be agreed at least 4 weeks in advance with your Manager. All holiday requests must be approved before holiday is taken.
- 10.5 If you do not take all your holiday entitlement in any one holiday year you will be entitled to carry over a maximum of five working days any additional untaken days will not be carried forward to the next holiday year and no payment in lieu of holiday entitlement will be made on leaving the Project except in respect of the current holiday year.
- 10.6 Should you leave the Project, for any reason, your full entitlement to paid holiday will be calculated on a pro rata basis per completed week of service less any holiday entitlement taken during the holiday year. If the holiday taken exceeds your holiday entitlement, the Project has the right to deduct payments made in excess of holiday pay entitlement from any money owing to you at the time of your leaving.

## **11 TRAINING AND DEVELOPMENT**

- 11.1 It is a mandatory requirement of your employment that you undertake training for both vocational and personal development purposes.
- 11.2 In circumstances where the Project has met or is meeting the cost of training you and you leave our employment (other than on the grounds of redundancy) within 12 months of that training being given, you will be required to repay the Project the full cost involved. Should you leave the Project after 12 months but less than 18 months, you will be required to refund 75% of the costs; after 18 months and up to 2 years, 50% of the costs. After 2 years you are under no obligation to refund any cost. The Project has the right to deduct such monies from any wages owing to you at the time of leaving.
- 11.3 This only relates to training opportunities sort by you and not organisational training such as health & safety, child protection etc

- 11.4 After 26 weeks continuous service you have the statutory right to request unpaid time off to undertake studies or training (which may or may not lead to a qualification) and all such requests will be seriously considered by the Project. It is emphasised that this does not mean that your request will be granted. The Project's considerations will take into account whether the studies or training will improve your effectiveness or performance, the extent of the additional costs to the Project, our ability to meet operational demands, our ability to reorganise work amongst existing staff, the effect on the quality of service, any planned structural changes and the insufficiency of work during your working period.
- 11.5 Any applications in this respect must be set out in writing to your Manager in the first instance and the matter will be discussed with you within 28 days. If your request is declined following the meeting with your Manager you can appeal against this decision. Any appeal must be set out in writing within 14 days and addressed to your Manager's manager. Within 14 days of receipt of your appeal, an Appeal meeting will be held with you following which you will be notified of the Appeal Officer's decision. This will be the final stage of the procedure.
- 11.6 At both meeting stages you have the right to be accompanied by a work colleague or Trade Union official.

## **12 EMPLOYEE'S PROPERTY**

- 12.1 The Project does not accept any liability for the loss of or damage to your property brought onto the Organisation's premises or places of work, whatever the cause, although investigations will be carried out into matters brought to the Project's notice.
- 12.2 Should you damage or be unable to find your personal property brought onto the Project's premises or places of work which are essential for the performance of your job, the matter should be reported immediately to your Manager who will consider the situation on its merits.
- 12.3 If you bring a motor vehicle or cycle onto Project premises it must be parked in the authorised parking place(s) provided. Any vehicle or cycle is parked entirely at your risk and the Project accepts no liability in respect of damage to or loss from such vehicle or cycle.

## **13 RIGHT OF SEARCH**

- 13.1 To safeguard you and to ensure that there is no abuse with regard to the removal of Project equipment or employees property, the Project reserves the right to search any employee or the contents of parcels or vehicles entering or leaving the premises. The search, where possible, will be conducted by a person of the same sex in the presence of a third person of the same sex and you will be encouraged to ensure that another independent witness is present if so required.

13.2 You have the right to decline being searched, however, should you exercise this right it will be regarded as a breach of conduct and dealt with through the Project's disciplinary procedure as a failure or refusal to comply with a reasonable management instruction.

#### **14 INTELLECTUAL PROPERTY**

14.1 In the course of your employment with the Project you may have access to, acquire or gain, intellectual property, confidential knowledge or information:

14.1.1 regarding formulae, secret processes, plans, devices, products, computer programmes and other intangible property, know-how and other data belonging or relating to the Project or belonging to a customer or supplier of the Project and/or

14.1.2 regarding the identity of clients of the Project and information regarding products, discounts, prices and other confidential customer information.

14.2 All such intellectual property and information is the sole property of the Project or its clients or suppliers.

14.3 You must keep confidential all such intellectual property and knowledge or information described above and shall not divulge it to others, nor use it for your own private purpose. This obligation shall continue during and after your period of employment with the Project

14.4 Upon termination of your employment or at any time when the Project request, you shall deliver to the Project all notes, memoranda, formulae, records, files, and other papers, tapes, discs or programmes and copies thereof in any form in your custody relating to any such intellectual property, knowledge or information to which you have had access or which you may have developed during the course of your employment.

14.5 You must not without the prior written permission of the Project after leaving the employment of the Project for any reason, work for others, or on your own account, on any of the secret processes, formulae, programmes or data on which you may have worked or to which you have had access whilst in the employ of the Project.

14.6 Any invention, formula, process, product, programme, idea, discovery, or improvement conceived or developed by you within the period of your employment, relating to any activity engaged in by the Project shall be the sole and exclusive property and intellectual property of the Project and you shall promptly communicate to the Project full information with respect to any of the foregoing, conceived or developed by you. You must execute and deliver all documents and do all other things as shall be deemed by the Project to be necessary and proper to effect the assignment to the Project of the sole and exclusive right, title and interest in and to all such inventions, formulae,

processes, products, programmes, ideas, discoveries, improvements, patent applications and patents thereon.

## **15 INVENTIONS**

15.1 The law relating to inventions is governed by the Patents Act of 1977 as modified by the Copyright, Design & Patents Act 1988 and if you should make an invention then you are protected by a statutory scheme of compensation detailed in that Act. There are, however, circumstances in which such an invention will be regarded as belonging to the Project:

15.1.1 if it was made in the course of your normal duties under such circumstances as an invention might reasonably be expected to result from these duties

15.1.2 if it was made outside the course of your normal duties but during the performance of duties specifically assigned to you when an invention might reasonably be expected to result from these

15.1.3 if it was made during the course of any of your duties and at the time you had special obligation to further the Project's interests arising from the nature of such duties and your particular responsibilities

15.2 If the invention was not made under any of these circumstances it is taken as between you and the Project to belong to you. If the invention properly belongs to someone other than you in the first place then none of the above rules affect that ownership.

## **16 COMMUNICATIONS POLICY**

16.1 The Project's policies regarding internet, e-mail and telephone facilities are set out elsewhere in this Handbook. Employees may use the facilities for personal purposes provided the express authorisation of their Manager is obtained, such use is not excessive, does not interfere with the efficiency of the Project and does not constitute abuse in any form or cause any detriment to the reputation of the Project.

## **17 USE OF PROJECT COMPUTER EQUIPMENT**

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

17.1.1 The introduction of new software must first of all be checked and authorised by a senior member of the Project before general use will be permitted.

17.1.2 Only authorised staff should have access to the Project's computer equipment.

- 17.1.3 Only authorised software may be used on any of the Project's computer equipment. Only software that is used for business applications may be used.
- 17.1.4 No software or hardware may be brought on to or taken from the Project's premises without prior authorisation.
- 17.1.5 Unauthorised access of the computer facility will result in disciplinary action. Such actions could lead to dismissal.
- 17.1.6 Use of computers away from project premises, is at the discretion of project manager. A decision will be made based upon its merits.  
The computer equipment must be insured under your own household policy, and any damage, whether accidental, malware is your responsibility and cost.

## **18 INTERNET**

- 18.1 The Internet has established itself as an important communication facility providing contact with professional and academic sources throughout the world. Where appropriate and duly authorised, staff are encouraged to make use of the Internet as part of their legitimate business activities. Attention must be paid to ensuring that published information has relevance to normal professional activities before material is released in the Project's name. Where personal views are expressed, a disclaimer stating that this is the case should be clearly added to all correspondence.
- 18.2 Intellectual Property Rights and Copyright must not be compromised or infringed when publishing on the Internet.
- 18.3 The availability and variety of information on the Internet has meant that it can be used to obtain material reasonably considered to be offensive. The use of the Internet to access and/or distribute any kind of offensive material or unrelated employment issues will leave an individual liable to disciplinary action which could lead to dismissal.

## **19 E-MAIL POLICY**

### **Policy**

- 19.1 The use of the e-mail system is available for communication on matters concerned with the legitimate business of the Project. Its inappropriate use, however, can cause many problems including distractions, time-wasting and legal claims. This policy sets out the Project's position on the correct use of the e-mail systems, both on computers and telephones.

### **Procedure**

### **Authorised Use:**

Employees using the e-mail system should give particular attention to the following points:

- 19.1.1 All e-mails must comply with Project communication standards.
  - 19.1.2 E-mail messages and copies should only be sent to those for whom they are particularly intended.
  - 19.1.3 E-mail should not be used as a substitute for face-to-face communication. 'Flame-mails' (e-mails which are abusive) must not be sent. Hasty messages, sent without proper consideration, can cause upset, concern or misunderstandings.
  - 19.1.4 If e-mail is confidential the user must ensure that the necessary steps are taken to protect confidentiality as the Project will be liable for infringing copyright or any defamatory information circulated either within the Project or to external users of the system.
  - 19.1.5 Offers or contracts transmitted via e-mail are as legally binding on the Project as those sent on paper.
- 19.2 Any failure on your part to observe these rules may result in disciplinary action, including summary dismissal.

### **Unauthorised Use:**

- 19.3 The Project will not tolerate the use of the e-mail system for unofficial or inappropriate purposes, including:
- any message that could constitute bullying, harassment or other detriment.
  - unauthorised personal use, social invitations, jokes, cartoons, chain letters, chat-rooms or other unacceptable private matters.
  - on-line gambling.
  - accessing or transmitting pornography.  
transmitting copyright information and/or any software available to the user.
  - posting confidential information about other employees, the Project or its residents, clients or suppliers.
- 19.4 Unauthorised or inappropriate use of e-mail may result in disciplinary action which could include summary dismissal.

### **Implementation of the Policy**

- 19.5 Regular monitoring of e-mail messages will be carried out on a random basis. Hard copies of e-mail messages will be used as evidence in disciplinary proceedings. All e-mail messages are retained within the Project for a period of time.
- 19.6 The Project will nominate an individual to be responsible for the e-mail system and advice on all aspects of the e-mail policy.
- 19.7 Unknown files or messages should never be introduced into the system without first being checked for viruses.
- 19.8 Training in the use of e-mail will be provided where necessary. Managers are required to ensure that employees attend any training event prior to using the e-mail system.
- 19.9 E-mail users will be issued with a confidential password which will be changed at irregular intervals. Access to the e-mail system using another employee's password without prior authorisation is likely to result in disciplinary action.
- 19.10 Critical information must not be stored solely within the e-mail system. Hard copies must be retained and it is the responsibility of the individual issuing the e-mail to ensure the hard copy is filed. If necessary, documents must be password protected.
- 19.11 Users are reminded that the mere deletion of a message or file may not fully eliminate it from the system.
- 19.12 Users are required to be familiar with the requirements of the Data Protection Act 1998 and to ensure that they operate in accordance with the requirements of the Act. Details are available on request.
- 19.13 Employees who have cause for complaint as a result of e-mail communications should raise the matter initially with their immediate Manager and/or the e-mail Manager. If appropriate, the complaint can then be raised through the Project's grievance procedure shown later in this Handbook.

## **20 Social Media Policy**

### **What if I want to utilise social media?**

Your Manager will work with you to discuss your ideas and define a strategy. You are not authorised to open public social media channels.

### **Personal social media use guidelines**

When you participate in public discussion on social media sites, we ask that you observe the following guidelines

**Do:**

**Have fun.** Social media brings together friends, family and colleagues from across the world. Respect that each one of us has different backgrounds and different opinion

**Share.** Feel free to follow the Project's official social channels and share any content that is posted with your friends or followers.

**Be transparent:** If you are blogging or commenting about the Project, identify that you are an employee with the Project and clarify your role. Social media is all about honesty and transparency and those reading your comments deserve to know who you are and what stake (if any) you have in the conversation topic. Be clear that what you are saying is your personal view and not necessarily the official view of the Project unless you are attributing and linking to an official statement from the Project.

**Be responsible:** Do not disclose or communicate proprietary and/or confidential, non-public information and content that you may have access to or hear about from others. Also, respect the proprietary information of others including clients, vendors, suppliers and competitors. If you are not sure if the information you want to post is confidential or not, please double check with your manager. What you say could influence clients, investors, regulators or members of the media, so be sure that what you say is accurate and truthful public information and consistent with the Project's Code of Business conduct and Ethics.

At the same time, respect the Project's resources and time. Since anything you post is your personal view, participation in online conversations, whether related to the Project or not, should be conducted in your own time, on your own computer or your own mobile device.

**Be respectful and honest:** When discussing the Project, your statement and comments should be truthful to the best of your knowledge and not intended to mislead those reading your posts. If you are commenting on other companies, be respectful, factual and do not denigrate any peers. As an employee, what you say reflects on the Project and of all your colleagues. Remember, the internet has a very long memory and what you say will stick around for a very long time. So, take a moment to think carefully about what you are saying and the potential impact of your words.

**Don't:**

- Use the Project's logo or trademarked items as your account photo or avatar unless authorised.
- Use copyrighted material, or other intellectual property of third parties.
- Post discriminatory, insulting or hostile comments to/or about service users/clients or other employees. Don't use ethnic slurs, personal insults, obscenity and abusive, harassing or embarrassing language when referring to the Project and its service users, clients or employees. Be conscious of who may potentially see your profile content or comments.
- . Don't post inappropriate pictures and/or post pictures of you or others in uniform
- Social media isn't the place to vent issues you may have with the Project, your co-workers, policies and practices. Discussions about pay, job

satisfaction, comments about co-workers, issues with the company policy and practices or general criticisms of the Project should be directed to your Manager. When offering comments or opinions, keep in mind you might need to know the whole story.

- If you identify the Project as your employer on any personal social profile, you should be cautious about the content you post, including photos, comments and the likes. We recommend that you use the privacy settings available on social sites to determine what of your profile content is accessible to the public.

### **Violation of this policy**

In accordance with the IT Security Policy, the Project reserves the right to monitor or record communications on its networks. Without assuming any duty in these regards, the Company reserves the right to remove or seek the removal of posts that violate this policy.

### **Failure to comply with Email, Internet and Social Media acceptable use policy**

Employees found to have violated this policy may be subject to consequences including:

- Temporary or permanent restriction from some or all computing and internet resources and facilities.
- Disciplinary action up to and including termination of employment.

## **21 DISCLOSURE OF INFORMATION**

21.1 In accepting employment with the Project you confirm that you are not acting "under cover" for any reason for another organisation, another person or on your own behalf.

21.2 You must not directly or indirectly disclose to any unauthorised person any knowledge or information relating to the Project's business, or the business of any of the Project's clients, suppliers, or service users without first obtaining permission in writing from the Project.

21.3 You must not use for your own purposes or profit or for any purposes other than those of the Project, any information which you may acquire in relation to the Project's and/or its residents, clients or suppliers business.

21.4 The rules concerning disclosure of information apply both during and after your employment with the Project.

21.5 Unauthorised access to Project information, whether computerised or manual, may lead to disciplinary action. In the case of computerised information "hacking" will be considered a dismissible offence.

21.6 At the time of leaving the Project, for any reason, you are required to return all equipment, documentation and any information held in any

form related to the Project and, if requested, to confirm compliance in writing. In addition, the Project reserves the right to request such equipment and information to be returned during the period of notice should the Project deem it possible that there could be a risk, intentional or otherwise of commercially sensitive information being made available to other parties.

## **22 ASSOCIATED WORK**

- 22.1 You must not be associated in any capacity with a business that carries out work of a similar type to the Project's without the Project's prior written approval.
- 22.2 If you choose to take up secondary employment outside your normal working hours this shall be accepted by the Project unless such employment is likely to have an adverse affect on the performance of your normal duties with the Project or creates a conflict of interests which is harmful to the Project. You must notify the Project in writing of any other employment you hold.

## **23 USE OF EMPLOYEES' MOTOR VEHICLES ON PROJECT BUSINESS**

- 23.1 If you need to use your own car on Project business you should only do so with the prior approval of your Manager and you must ensure that the vehicle is appropriately insured for business travel purposes, taxed and, where applicable, MOT'd and that you hold a current, valid and relevant driving licence.
- 23.2 Any travelling expenses incurred by undertaking Project duties in your own motor vehicle will be reimbursed at the prevailing policy rate by the Project according to the number of miles travelled.

## **24 MOBILE 'PHONES IN VEHICLES**

- 24.1 The Project's policy on the use of mobile 'phones in vehicles, is as follows:
  - 24.1.1 The use of handheld 'phones is not permitted whilst driving. This includes 'phones with microphones and earpieces.
  - 24.1.2 Handheld 'phones must only be used when the vehicle is properly parked and the engine switched off. This does not include the hard shoulder of the motorway, stationary at traffic lights, in a traffic jam or in slow moving traffic.
  - 24.1.3 If you do not have a hands-free car kit the 'phone should be switched off, switched to a 'blue-tooth' type device or switched to your message service while driving. Messages can be taken when you take a break in the journey.

- 24.1.4 If you do have a hands-free kit it should conform to the Department of Transport guidelines. The 'phone should be placed in the cradle while driving and caution used in its use when driving. Keypad actions should be minimised by using "speed dials" for most commonly used numbers. Dialling full numbers must be restricted to when the vehicle is stationary.
- 24.1.5 To send and receive text messages, the vehicle must be properly parked.
- 24.1.6 Employees and Managers should avoid calling other staff when it is known or suspected that they may be driving.
- 24.1.7 The use of handheld mobile 'phones whilst driving is illegal and subject to 'on the spot' penalty fines. The Project will not accept any liability for any fixed penalty payment or fines as a result of staff being convicted.
- 24.1.8 Employees who fail to comply with this policy will be subject to disciplinary action.

## **25 EQUALITY AND DIVERSITY POLICY**

### **25.1 Statement of Policy – You must familiarise yourself with this policy**

Project aims to be an equal opportunities employer and is committed to building equality and diversity into everything that it does. It aims to ensure that all employees and job applicants are treated fairly, irrespective of their age, gender, race, ethnic origin, disability, sexual orientation, marital status, civil partnership, religion or belief, political affiliation, membership or non-membership of trade union, "spent convictions" of ex-offenders (where relevant) or any applicable "protected characteristic". It will strive to promote a culture in which employees are able to seek, obtain and hold employment without discrimination, harassment and violation of their human rights. Separate policies have been developed to support Equality and Diversity.

### **25.2 Principles**

- 25.2.1 The Project is committed to building a diverse workforce which values everybody, which reflects the communities that it serves and to enable it to deliver the best possible care and support services to those communities. Having a diverse workforce improves our working lives.
- 25.2.2 Selection criteria and procedures will be applied to ensure that individuals are selected, promoted, trained and treated on the basis of their relevant merits and abilities. The Project will aim to recruit and retain a workforce that is able to deliver a high quality service which meets the diverse needs of different groups and individuals.

25.2.3 The Project will strive to ensure that it is a fair employer achieving equality of opportunity in the workplace.

25.2.4 The Project will use its resources as an employer to make a difference to the standard of care and support in the communities it serves including the excluded or disadvantaged communities.

### 25.3 **Legislation and Codes of Practice**

The law prohibits discrimination on the grounds of sexual orientation, marital status, race, religion or belief, age, ethnic origin, political affiliation, disability or any “protected characteristic”. The Project will recognise and respond to any relevant equality and diversity issues. The following legislation and codes of practice can be referred to:

#### **Legislative Framework**

The following list is intended to give an indication of the scope of the legal framework:

Equality Act 2010  
Race Relations Act 1976 (amended 2000)  
The Sex Discrimination Act 1975 (Amendment) Regulations 2008  
Equal Pay Act 1970  
Gender Recognition Act 2004  
The Disability Discrimination Acts 1995 and 2005  
The Employment Equality (Religion and Belief) Regulations 2003  
The Employment Equality (Sexual Orientation) Regulations 2004  
Employment Equality (Age) Regulations 2006  
Employment Rights Act 1996  
Maternity and Parental Leave etc. Regulations 1999  
Rehabilitation of Offenders Act 1974  
The Human Rights Act 1998  
Equality and Human Rights Commissioner’s Codes of Practice  
Protection from Harassment Act 1997  
Special Educational Needs and Disability Act 2001

### 25.4 **References**

Please refer to the following policies and procedures which work in conjunction with this Equality and Diversity policy:-

Disciplinary Procedure  
Grievance Procedure  
Disability Discrimination  
Anti-Harassment  
Sexual Harassment  
Whistle-blowing  
Flexible Working  
Recruitment and Selection  
Redundancy

It is the responsibility of the Project to ensure that the scope of its Equality and Diversity Policy includes not only its employees but its service users, members of public and staff from other organisations.

## **25.5 Definitions**

### **25.5.1 What is Equality?**

Equal opportunities is about creating a framework which ensure that all employees and job applicants receive equal access in relation to employment, terms and conditions, training and promotion. The Project will always endeavour to eliminate the possibility of discrimination of any form and take action whenever it may arise.

### **25.5.2 What is Diversity?**

Diversity is about recognising, respecting and valuing differences between individuals whether within the workforce or its service users. It recognises people as individuals. Diversity contributes to a more effective workplace and recognising these differences in people generates a workplace which is more rewarding and more able to meet employees' needs.

### **25.5.3 Direct Discrimination**

This occurs when a person receives unfavourable treatment for a reason connected with their pregnancy or maternity or is treated less favourably than others in similar circumstances on the grounds of race, colour, national or ethnic origins, sex, marital status, civil partnership, sexuality, disability, membership or non-membership of trade union, "spent convictions" of ex-offenders, class, age, political or religious belief. "Associative discrimination" is also a form of direct discrimination which may occur when a person has an association with someone having a particular "protected characteristic". Perceived discrimination is also a form of direct discrimination which may occur when a person is perceived to have a particular protected characteristic.

### **25.5.4 Indirect Discrimination**

This occurs when a condition or requirement is imposed which adversely affects one particular group considerably more than another and cannot be strictly justified in terms of requirements for performing the job.

### **25.5.5 Harassment**

This is a form of discrimination and occurs when unwanted, unreciprocated and/or uninvited comments, looks, actions, suggestions or physical contact is found objectionable and

offensive and that might threaten an employee's job security or create an intimidating working environment.

#### 25.5.6 **Victimisation**

Victimisation is a form of discrimination. It applies when an employee is treated less favourably by punishing or treating an individual unfairly because they have made a complaint, or are believed to have made a complaint, or to have supported someone who has made a complaint. It is unlawful, as is post-employment victimisation.

The Project will take disciplinary action against employees who are found to be in breach of this policy.

### 25.6 **Equal Opportunities Procedures**

#### 25.6.1 **Recruitment, Selection and Promotion of Employees**

The purpose of recruitment, selection and promotion is to ensure that the best person for the post is appointed and the Project will consider its Equality and Diversity policy in achieving this. The Project will ensure that its recruitment and selection process provides equal access to all persons and free from unlawful discrimination.

#### 25.6.2 **Training, Education and Development**

All employees will have their developmental needs assessed through an appraisal or supervisory review process. Any appropriate training or development needs will be addressed.

All employees will be encouraged to access the training and development facilities which are available to them to progress. Certain vocational training is mandatory.

#### 25.6.3 **Disability Discrimination Policy**

Job advertisements will provide equal opportunity to all applicants and will not discriminate in any way.

The Project will try to ensure that when a member of staff becomes disabled that they remain in employment and in this respect the Project will give consideration to making reasonable adjustments to accommodate a person's disability.

For further guidance on disability please refer to the Project's Disability Discrimination Policy.

#### 25.6.4 **Racial Discrimination**

The Project is opposed to discrimination and harassment in any form. The Project will not tolerate racial discrimination and will promote equality of opportunity and promote good relations between different racial groups.

25.6.5 **Quality of working life**

The Project recognises the need for employees to balance their work and home commitments. It seeks to ensure that maternity and paternity leave allows and encourages both mothers and fathers to take an active parental role.

25.6.6 **Religion and Belief**

The Project is opposed to discrimination on the grounds of religion and belief which includes religion, religious belief or similar philosophical belief.

25.7 **Responsibilities**

The H.R. Manager is responsible for monitoring the effectiveness of this policy and to advise on best practice.

All employees have a personal responsibility to carry out their duties in accordance with this policy.

25.8 **Monitoring**

To ensure that the Project's Equality and Diversity policy is being achieved, the Project will collect the necessary data to profile the workforce. This is done when people apply for employment as they are requested to complete a Diversity Monitoring form which is included in the job application pack. It asks for information such as ethnic origin, date of birth, disability status and gender. This monitoring helps us to ensure that we have a diverse mix of job applicants and workers.

Being aware of the Equality and Diversity Policy can help employees recognise harassment and challenge it by using the Project's whistle-blowing procedure to help create an equal and diverse culture.

26 **EQUAL OPPORTUNITIES POLICY**

**Statement of Policy - you must familiarise yourself with this policy**

Introduction

- 26.1 The Project aims to be an equal opportunities employer and seeks to apply objective criteria to assess merit and ability. It aims to work within relevant Codes of Practice issued from time to time and to ensure that no job applicant, employee or worker receives either unfavourable or less favourable treatment on the grounds of race, colour, national or ethnic origins, sex, sexual orientation or perceived sexuality, marital status, civil partnership, disability, membership or non-membership of trade union, "spent convictions" of ex-offenders (where relevant), class, age, political or religious belief or any "protected characteristic".
- 26.2 Selection criteria and procedure will be reviewed to ensure that individuals are selected, promoted and treated on the basis of their relevant merits and abilities.
- 26.3 All employees will be given equal opportunity and, where appropriate and possible, special training to enable them to progress within the Project. The Project will always endeavour to eliminate the possibility of discrimination of any form and take action whenever it does arise.

#### The Project's Responsibility as an Employer

- 26.4 In order for the Equal Opportunities Policy to be fully effective, the responsibility for ensuring that its terms are adhered to will lie with the Directors. It is, however, the responsibility of each Manager and all other supervisory staff to actively promote equality of opportunity within their own spheres of responsibility. It should not be overlooked that harassment can take many forms e.g. age, religion, skin colour, sexual preference, disability - even dialect or accent - can all form the basis for unwanted aggression and attention. Victimisation in the widest sense of the word is also a form of harassment and those exposed to or subject to such action need protection.
- 26.5 The Project will take disciplinary action against employees who are found to infringe its Equal Opportunities Policy.

#### What the Project expects from its Employees

- 26.6 While the responsibility for providing equality of opportunity lies with the Project, individual employees at all levels have responsibilities too. Eradicating discrimination depends on everyone's collaboration.
- 26.7 Employees must not harass abuse or intimidate other employees on any grounds.
- 26.8 Employees must co-operate with any measures introduced by the Project to make sure there is equality of opportunity and no discrimination. Employees must not victimise individuals on the grounds that they have made complaints or provided information about discrimination or harassment.

## Harassment

- 26.9 The Project declares itself opposed to harassment in any form. The experience of harassment is acknowledged as valid grounds for a person making complaints under the Grievance Procedure.
- 26.10 The Project does not condone the harassment of any employee of the Project whether this act is committed by a member of the public or by a colleague. Neither will the Project condone any acts of harassment by employees against members of the public.
- 26.11 Individuals suspected of harassment will be liable to disciplinary action which may lead to dismissal.

## **Equal Opportunities Grievance Procedure**

- 26.12 The Project's principal reasons for developing a policy and procedure on equal opportunities and harassment is to establish a separate procedure for handling such complaints.
- 26.13 Where a grievance is considered to be of a serious personal nature, or against an individual who is part of the grievance procedure, the individual making the complaint (who has the right to be accompanied by a work colleague or Trade Union official), should raise the matter with a Director or a member of the Executive Board. The protocols of the normal Grievance Procedure will then apply.
- 26.14 This procedure and all its stages will be implemented as promptly as is reasonably practicable and shall not be subject to undue or wilful delay.

## **Anti-harassment Procedure**

- 26.15 The Project requires all employees to respect each other and to understand that behaviour that they may consider acceptable may not be similarly regarded as such by others.
- 26.16 Harassment usually takes the form of unwelcome attention on another employee with sexual intent, victimisation relating to a person's age, colour, religion, sexual preference, accent or dialect, disability etc. and is wholly unacceptable. Harassment will be regarded as gross misconduct. It should be remembered that harassment can take place by the use of words as well as actions, either on the telephone and via e-mail as well as when face to face.
- 26.17 Every employee is required to treat others with respect and dignity.
- 26.18 Managers and supervisors are also required to ensure those under their control act in such a way. They should take immediate appropriate action, when faced with or notified of any such unacceptable behaviour.

- 26.19 Managers and supervisors are expected to familiarise themselves with and apply this policy to ensure the procedure is applied in the event of an employee wishing to raise a complaint. Such complaints must be dealt with promptly, objectively and fairly.
- 26.20 Managers and supervisors should:
- 26.20.1 Encourage genuine concerns to be raised rather than be hidden.
- 26.20.2 Endeavour to eradicate victimisation and/or retaliation.
- 26.20.3 Make employees aware that under the Criminal Justice Act 1994, harassment is a criminal offence punishable by a substantial fine and/or a prison sentence of up to six months and under the Protection from Harassment Act 1997 to unlimited fines and imprisonment of up to five years.
- 26.21 If an incident is reported the following procedure should be followed:
- 26.22 Make a note of the time, date, place and any other relevant data.
- 26.23 Make a note of any witnesses, or persons in the immediate neighbourhood who may not have witnessed the event but may at least be able to corroborate that the persons involved were at the location at the time stated.
- 26.24 If the person responsible for the alleged harassment is:
- 26.24.1 An employee of the same or junior status; the matter should be reported to the superior of the employee suffering the harassment, with an indication of required action.
- 26.24.2 Senior to, but not the immediate superior of the employee suffering the harassment: the matter should be reported to the immediate superior, with an indication of required action.
- 26.24.3 The immediate superior of the employee suffering the harassment: the matter should be reported to the HR Manager.
- 26.25 Whenever possible, the anonymity of the employee complaining of harassment will be maintained.
- 26.26 The person to whom the complaint is made must create a written record providing as much detail as possible including details of any witnesses, etc.
- 26.27 As soon as possible, the person receiving the complaint must report back to the complainant with details of action taken and any resolution achieved. A resume of the action taken and any resolution must be given to the complainant in writing and a copy held with the notes regarding the complaint. If the solution is satisfactory to the

complainant, the matter should end there and the notes of the case be held under confidential control.

- 26.28 If the solution is not satisfactory to the complainant, the matter should be discussed further and an alternative solution attempted to be agreed. This may require the person receiving the complaint to make further investigations and to take the matter to a higher authority.
- 26.29 If the matter is referred to a higher authority (i.e. someone not involved in any way with the matter previously), then the investigation by that person and subsequent decision will be made known to the complainant within five working days. This decision will be binding and conclude the enquiry internally.
- 26.30 If in the course of the investigations at whatever level, it is proved, or it is admitted that harassment did take place, the matter must be referred to the superior of the person responsible for the harassment. Since harassment is regarded as gross misconduct, it is mandatory that the person responsible is given a formal written warning and, depending on the seriousness of the act, this may be a final written warning making it clear that should there be any repetition dismissal will follow. In serious cases, dismissal may be appropriate.
- 26.31 If the victim and the harasser normally work in close proximity, consideration should be given to relocating one or the other.

## **27 DISABILITY DISCRIMINATION POLICY**

- 27.1 In line with the Disability Discrimination legislation it is the Project's policy not to discriminate against disabled persons whether in or applying for employment. To achieve this policy the following procedures must be applied:
- 27.1.1 Job advertisements will provide equal opportunity to all applicants and will not discriminate in any way.
- 27.1.2 Disabled applicants for employment will not be considered less favourably than those without disabilities except where there is a substantial reason preventing employment or appointment.
- 27.1.3 Consideration will be given to making reasonable adjustments, where practicable, to the workplace and methods of working to accommodate disabled applicants.
- 27.1.4 Appointments of disabled people will be made on the same terms and conditions as other comparable employees without disability.
- 27.1.5 Disabled employees will be given equal opportunity in applications For training and promotion and will not be considered any less favourably because of their disability.

27.1.6 Any acts of discrimination on the grounds of disability should be reported to the HR Manager.

27.1.7 Allegations of discrimination on the grounds of disability will be investigated and disciplinary action will be taken against anyone found to have acted in any way which is in breach of this policy.

## **28 SEXUAL HARASSMENT**

28.1 Unwanted/unwelcome sexual advances or promises/threats related to sexual activities will be considered as a serious offence under the disciplinary procedure. Such conduct includes both physical action and verbal comment of a sexual nature, irrespective of gender. The appropriate penalty for such an offence will be either a final written warning or dismissal.

28.2 Any such incidents should normally be reported to the appropriate Manager as listed in the Grievance Procedure.

28.3 Where the grievance is considered to be of a serious personal nature or against an individual who is part of the grievance procedure, the employee instigating the complaint should raise the matter with the HR Manager.

28.4 Each stage of the procedure will be implemented as promptly as is reasonably practicable and shall not be subject to undue or wilful delay.

28.5 Any allegation of harassment will be dealt with seriously and confidentially and employees making such an allegation will be protected against victimisation.

28.6 Any act of harassment committed by a third party must be reported to your Manager as a formal Grievance Procedure matter to enable the relevant Manager to investigate and take appropriate action to prevent any repetition of such an act.

## **29 REDUNDANCY**

29.1 The Project hopes that it will not have to make redundancies but should there be a downturn of business or re-organisation, for any reason, that requires jobs to cease or diminish then the Project reserves the right to select employees by using criteria to:

29.1.1 Retain necessary expertise, qualifications and skills to allow the Project to continue operating efficiently.

29.1.2 Retain those employees whose overall performance, attendance and behaviour is in keeping with the Project's expectations.

- 29.2 A Manager will explain the reasons for any redundancy measures, the process of selection for redundancy, the purpose of the consultation arrangements and the right of appeal against selection.
- 29.3 If you are selected for redundancy and you decide to appeal against your selection, this should be set out in writing and submitted to the relevant Manager within 5 working days of being notified of selection. An appeal hearing to consider your selection will then be held at which you may be accompanied by a work colleague or Trade Union official.
- 29.4 Any employee selected for redundancy will also have the right to be accompanied, as above, at any meeting which may result in the employee being notified of their proposed dismissal on the grounds of redundancy.
- 29.5 If your dismissal on the grounds of redundancy is confirmed, you may appeal against this within 5 days of written confirmation being sent to you. Any such appeal should be made in writing and addressed to the named in person in the dismissal letter. An appeal meeting will then be arranged and your right to be accompanied at this meeting is as set out above.

## **30 MATERNITY RIGHTS**

### Statutory Maternity Pay

If you are to stop work because of pregnancy and have been employed by the Project for at least 26 weeks, ending with the Qualifying Week (QW), the 15th week before the expected week of childbirth (EWC), you will be entitled to receive Statutory Maternity Pay (SMP), provided your earnings are more than the lower earnings limit for the payment of National Insurance contributions.

Expected week of childbirth (EWC) is the expected week of childbirth is, starting Sunday, in which the baby is expected to be born

- 30.1 You will be eligible to receive SMP for up to 39 weeks commencing at the start of maternity leave which can commence any time after the 11th week before the EWC. The first six weeks of Statutory Maternity Pay (SMP) will be paid at the higher rate, which is 90% of your weekly earnings (calculated at an average of the eight weeks preceding the Qualifying Week). The remaining 33 weeks will be paid at the lower rate of SMP a determined by the Department of Social Security, or 90% of your average earnings (calculated as above), whichever is the lower. Tax and national insurance also need to be deducted.
- 30.1 If you have under 26 weeks' service at the Qualifying Week (QW), you should contact your Manager or local Jobcentre Plus for a copy of form SMP1, which you should forward to the local Social Security Office (JobCentre Plus) who will pay Maternity Allowance.

Maternity Leave. This benefit is paid weekly.

In the event of a stillbirth after the start of the 24<sup>th</sup> week of pregnancy or dies after being born, employees are eligible for Statutory Maternity Pay (SMP) or Maternity Allowance (MA) as applicable. If a miscarriage occurs earlier than the 24<sup>th</sup> week of pregnancy the employee does not qualify for SMP or MA. The employee will however be entitled to Statutory Sick Pay.

30.2 Irrespective of service, you are entitled to take 52 weeks' maternity leave. The first 26 weeks is known as Ordinary Maternity Leave (OML), the last 26 weeks is known as Additional Maternity Leave (AML)

The earliest that leave can be taken is 11 weeks before the EWC, unless the baby is born early.

Employees must take at least 2 weeks after the birth

30.3 Employees must tell their Manager of their intention to take maternity leave by the end of the 15th week before the baby is expected.: They must notify their Manager:

- That they are pregnant,
- The expected Week of Childbirth (EWC).
- Complete a Maternity Leave Form or confirm all information in writing, and
- Medical confirmation of pregnancy in the form of a MATB1 form.

Employees can change the date on which they want their leave to start providing they give at least 28 days' notice (unless this is not reasonably practicable). Employees wishing to change the agreed return to work date must provide notification 8 weeks before the return date

#### **30.4      Sickness during pregnancy**

Employees who are absent from work due to illness which is not pregnancy related will receive Company Sick Pay or Statutory Sick Pay. Employees who are ill for a reason relating to the pregnancy at any time after the 4<sup>th</sup> week before EWC, the OML will automatically start on the first day of absence.

#### **30.5      Company Sick Pay**

Employee's entitlement to Company Sick Pay is suspended during Maternity Leave. On return to work, service will be counted as continuous and the employee's sick pay entitlement will be based upon the original seniority date.

#### **30.6      Company Pension Plan**

During any period of 'paid maternity leave' (SMP) employer contributions will continue to be based on the standard rate of pay whilst employee contributions will also be based on SMP

### **30.7 Annual Leave entitlement**

Employees will continue to accrue contractual annual leave during maternity leave. Where maternity leave extends beyond one calendar year, annual leave may be carried over to the following year or have the applicable days may be taken as paid (if required in writing by 1<sup>st</sup> December). If an employee leaves the Project during maternity leave, having used their annual leave prior to maternity leave, they will be required to repay annual leave they have not accrued.

### **30.8 Antenatal Classes**

All pregnant employees are entitled to reasonable time off work for antenatal care. Employees must discuss their appointments with their Manager to ensure operational requirements are not adversely affected. Except in the case of the first appointment employees must provide on request a certificate from a registered medical practitioner, registered midwife or registered health visitor confirming that they are pregnant and an appointment card or other document showing that an appointment has been made.

### **30.9 Returning to Work**

Employees returning to work after maternity leave are entitled to return to the same job, on the same terms and conditions, unless a redundancy situation has arisen.

Employees wishing to change the agreed return to work date must provide notification 8 weeks before their return date.

### **30.10 Keeping in Touch Days**

30.11 The maximum number of days for this purpose will be 10 days or part thereof. These days will be paid at your normal pay rate in addition to your SMP.

### **30.12 Combining maternity leave and parental leave**

Employees can elect to combine maternity leave and parental leave, if eligible

30.13 Your attention is drawn to the rights of your partner which is explained in the following section.

## **AND PAY (“APLP”)**

### **The Entitlement**

- 31.1 This policy sets out the entitlements for eligible employees whose wife, civil partner or partner is pregnant, and has an expected week of birth beginning on or after 3 April 2011, or has been notified of a match for adoption on or after 3 April 2011.

Employees resuming work after both ordinary and additional paternity leave are entitled to return to the same job on the same terms and conditions. In the event of this not being possible, by general reorganisation or redundancy, the employee will be offered alternative employment where a vacancy exists

### **Ordinary paternity Leave (OPL)**

Ordinary Paternity Leave is a single block of 1 or 2 consecutive weeks (not odd days) which can only be taken after the birth of the child or at the expected week of childbirth, whichever is later, or from the date the child is placed for adoption. It must finish 56 days after this date.

Expected week of childbirth (EWC) is the expected week of childbirth is the week, starting Sunday, in which the baby is expected to be born. Employees can choose to start their OPL on any day of the week but not before the baby is born or the child is placed for adoption.

OPL must be completed within 8 weeks of the actual date of birth of the child\*, or when the child was placed for adoption (UL Adoptions) and arrived in the UK (Overseas Adoptions).

\*If the child is born early, OPL must be completed within the period from the actual date of birth up to 8 weeks after the first day of the expected week of birth.

### **Additional Paternity Leave and Pay (“APLP”)**

- 31.12 Additional paternity leave (“APL”) will allow the eligible employee to take up to 26 weeks leave to care for the child. The employee will only be able to start their APL 20 or more weeks after the child’s birth or placement for adoption. Once the employee’s partner has returned to work from statutory maternity leave or statutory adoption leave and/or ended their entitlement to statutory maternity or adoption pay or maternity allowance.
- 31.13 The employee’s ASPL will have to have ended by the end of the 52<sup>nd</sup> week after the child’s birth or placement for adoption.

- 31.14 The employee will only receive additional statutory paternity pay (“ASPP”) during the time their partner would have been receiving statutory maternity or adoption pay, or maternity allowance.
- 31.15 The eligibility criteria for APLP are the same as they are for “ordinary” paternity leave.
- 31.2 You must have 26 weeks continuous employment by the end of the 15<sup>th</sup> week before the expected week of childbirth (“EWC”).
- 31.3 You must be, or expect to be, responsible for the upbringing of the child.
- 31.4 You must be the child’s biological father, the spouse/partner or civil partner of the child’s mother or adopter, male or female.
- 31.5 The leave must be taken for the purpose of caring for the child or supporting the mother.
- 31.6 The end of the week in which matched with a child (UK Adoption) or official notification of approval of adoption (Overseas Adoptions)

All employees applying for APL will be entitled to any outstanding statutory maternity/adoption leave and pay that their partner would have been eligible to receive if they had not returned to work, providing they meet the following additional criteria:

- Employee must be an employee until week before APL starts
- The child’s mother must be entitled to statutory maternity leave/pay\*; in the case of adoption, the primary adopter must be entitled to statutory adoption leave/pay\*,
- Employee must earn at least the lower earnings limit (LEL) for National Insurance contributions at either;
- End of the 15<sup>th</sup> week before the week the baby is due, or
- Week in which matched with the child (UK Adoptions) or the date the child enters the UK (Overseas Adoptions).
- The child’s mother or primary adopter must have returned to work (and not be sick or on annual leave) and forfeited a portion of their maternity or adoption leave and/or pay prior to the employee’s APL starting.

If employees are eligible for leave but not for pay they may take Additional Paternity Leave unpaid.

### Notice and Evidence Requirements

#### **Ordinary paternity leave**

Employees must inform their manager of their intention to take paternity leave as follows:

- The expected week of the childbirth (EWC)
- Complete and submit their declaration and agreement on a Paternity Leave Application form at least 15 weeks before the week the baby is due or no later than 7 days after receiving notification of being matched with a child (UK Adoptions) or official notification of approval of adoption (Overseas Adoptions).
- Confirmation of pregnancy in the form of MATB1

Employees can change the start date of their OPL with 28 days' notice (unless this is not reasonably practicable).

### **Additional paternity leave**

Employees must inform their manager of their intention to take additional paternity leave as follows:

- The child's birth certificate or documentation from the adoption agency confirming the placement of the child (UK Adoptions) and/or evidence of the child's arrival in the UK (Overseas Adoptions).
- Employee and mother/adopter must complete and submit their declaration and agreement on an Additional Paternity Leave Application form at least 8 weeks prior to the requested leave start date.
- If the employee is also eligible for ASPP, they will also have to state when they expect their ASPP period to begin and end.

Employees can change the start date of their additional paternity leave with 6 weeks' notice where is reasonably possible.

### **Employees**

- 31.7 You must give notice of your intention to take paternity leave in or before the 15th week beginning with midnight between Saturday and Sunday and Sunday before the EWC (or, in cases where this is not reasonably practicable, as soon as is reasonably practicable). Note: If, after providing this notice, you have a change of mind as to the commencement date or the amount of leave to be taken, further notice of at least 28 days must be provided (or, in cases where this is not reasonably practicable, as soon as is reasonably practicable).
- 31.8 You must provide a MATB1 certificate issued by a doctor or registered Midwife stating the EWC, the date upon which paternity leave is anticipated to begin and whether one or two weeks leave is to be taken.
- 31.9 As part of the above certificate you must sign a declaration that the conditions of entitlement to statutory paternity leave and statutory paternity pay are fulfilled.

## Paternity Pay

	<b>Eligibility</b>	<b>Entitlement</b>
Statutory Paternity Pay (SPP)	<ol style="list-style-type: none"><li>1. Continuous service for at least 26 weeks by the end of the week before the baby is due (EWC)</li><li>2. Average weekly earnings above the lower earnings limit for national insurance contributions currently £112 per week.</li><li>3. Have provided correct notification</li></ol>	SPP is currently £140.90 per week or 90% of average weekly earnings (whichever is lower).

The Project pays eligible employees Statutory Paternity Pay (SPP) for one or two weeks minimum. It will be subject to the usual deductions of tax, National Insurance and pensions contributions.

However, employees whose average weekly earnings are below the lower earnings limit for National Insurance contributions will not be eligible for Statutory Paternity Pay. Employees who earn below the earning limit of £112 per week, or employees who have had 26 weeks continuous service with the Project may be eligible for Income Support whilst on OPL/APL.

Further information is available from your local Jobcentre Plus office.

### **Multiple births and adoptions**

An employee can only get one period of paternity leave/pay regardless of the number of children resulting from a single pregnancy/adoption

### **Premature births**

Employees will be treated as having satisfied the 26 weeks' continuous service requirement of they would have done so but for the child being born prematurely.

### **Stillbirths**

Ordinary Paternity Leave will still be available should the child be stillborn after 24 weeks of pregnancy, or die during the possible paternity leave period.

### **Terms and conditions of employment**

During pregnancy leave the employee will continue to be entitled to all terms and conditions of employment.

Following paternity leave employees have the right to return to the job they were doing before leave, without suffering any detriment

### **Pension**

Employer contributions will continue to be made based on the standard rate of pay whilst employee contributions will be based on SPP

### **Sickness**

Eligible employees are entitled to receive sick pay and paternity pay simultaneously. If an employee becomes sick before Paternity Leave is due to commence, they should postpone the leave. Ordinary Paternity Leave should still be completed within 56 days of the adoption or birth of the child. Additional Paternity Leave should still be completed between 20 and 52 weeks from the adoption or birth of the child.

### **Annual Leave**

Employees will continue to accrue contractual annual leave during Paternity Leave. Employees are encouraged to take annual leave before Additional Paternity Leave. On occasions where APL falls over two years any leave years any annual leave accrued on paternity leave during the first leave year can then be used in lieu of an equivalent amount of unpaid paternity leave. Any leave accrued during the APL falling in the second year can either be used in lieu of a period of unpaid leave, or during the remainder of the leave year on the employee's return to work, subject to their manager's approval.

### **Antenatal classes**

Employees are not entitled to time off to accompany their partners to antenatal appointments although managers will endeavour to accommodate annual leave requests.

### **Combining paternity leave and parental leave**

Duration of leave: An employee's right to take parental leave is not affected by their right to paternity leave. If they satisfy the conditions of each then they may take a combination of parental leave and paternity leave.

## **32 STATUTORY ADOPTION LEAVE AND STATUTORY ADOPTION PAY**

- 32.1 If you adopt a child you have a right to take Statutory Adoption Leave ("SAL") and be paid Statutory Adoption Pay ("SAP").

### **Statutory Adoption Leave and Pay**

32.2 52 weeks Adoption Leave is a single continuous period made up of 26 weeks' Ordinary Adoption Leave (OAL) and 26 weeks Additional Adoption Leave (AAL) Within the context of joint adoptions one parent must opt for Adoption Leave and the other is entitled to Statutory Paternity Leave as outlined above. To qualify for SAL/SAP the employee must have 26 weeks' continuous service on which they are matched with a child for adoption.

32.3 Only one period of leave is available irrespective of whether more than one child is placed for adoption as part of the same arrangement. Adoption leave is not available where a child is not newly matched for adoption, for example becoming a special guardian, adopting a stepchild or having a child through surrogacy or private adoption.

Adoption Leave, for overseas, is not to cover the period employees spend travelling overseas to arrange the adoption or visit the child. Please discuss alternatives with your manager.

If the adoption experiences problems and the placement is either disrupted or terminated, employees are entitled to continue receiving adoption leave and pay for up to 8 weeks after the week the disruption occurs.

32.4 You will be eligible to receive SAP for up to 39 weeks providing they meet the qualifying and adoption pay eligibility criteria as outlined below, which vary depending on whether the child is adopted from within the UK or from overseas. The 39 weeks will be paid at the lower rate of SMP as determined by the Department of Social Security Jobcentre Plus, or 90% of your average earnings (calculated as above) if less than SAP, whichever is the lower. Tax and National Insurance will be deducted. The remaining 13 weeks will be unpaid.

32.5 Employees who do not qualify for SAP, for example employees who earn below the lower Earnings limit of £112 per week, or employees who have not had 26 weeks continuous service with the Company may be eligible for Income Support. Further information is available from your local Jobcentre Plus office.

32.6 Your rights to return and your contractual benefits are the same as for Maternity Leave.

### UK Adoptions

<p>Eligibility for adoption leave- Qualifying criteria</p>	<p>An employee qualifies for leave provided they have:</p> <ul style="list-style-type: none"> <li>▪ 26 weeks' continuous service by the date on which they were matched with the child for adoption</li> <li>▪ Been matched with a child</li> </ul>
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	<p>by a UK adoption agency</p> <ul style="list-style-type: none"> <li>▪ Notified the agency that they agree that the child should be placed with them and agree a date for placement</li> <li>▪ Provided the Project with the correct notification in writing, <b>see notification requirements below</b>, and</li> <li>▪ Requested adoption leave for the sole purposes of adopting a child</li> </ul>
Starting adoption leave employees can choose to start their leave:	<ul style="list-style-type: none"> <li>▪ From the date of the child's placement; or</li> <li>▪ Up to 14 days before the expected date of placement</li> </ul>
Notification requirements	<p>Employees must provide the Project notice of their intention to take adoption leave within 7 days of being notified by the adoption agency that a child will be placed in their care for adoption. The notice must specify:</p> <ol style="list-style-type: none"> <li>1. Start date of intended adoption leave</li> <li>2. Date which the child is expected to be placed for adoption</li> </ol> <p>Your Manager will respond in writing within 28 days of receiving an employee's notification of intended leave</p>
Eligibility for adoption pay	<p>Qualifying Criteria: An employee qualifies for 39 weeks of SAP if they have:</p> <ul style="list-style-type: none"> <li>▪ 26 weeks' continuous service by the date on which they were matched with a child for adoption,</li> <li>▪ Provided at least 28 days' notice to the Project when they want SAP to begin, or as soon as is reasonably practicable. <b>Please note: SAP must start on the day the child is placed with the employee at the latest,</b></li> <li>▪ Earned on average at or above the Lower Earnings Limit for National Insurance</li> </ul>

	<p>calculated over the 8 weeks prior to the matching week,</p> <ul style="list-style-type: none"> <li>▪ Provided the following supporting documentation:</li> <li>▪ A copy of the official notification confirming the name and address of the adoption agency, date they were notified of having been matched with a child and a date which the child is expected to be placed for adoption, and</li> <li>▪ A declaration that they claiming SAP and not Statutory Paternity Pay (Form SC6 from HMRC website).</li> </ul>
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### Overseas adoptions

<p>Eligibility for adoption leave Qualifying criteria</p>	<p>An employee qualifies for leave provided they have:</p> <ul style="list-style-type: none"> <li>▪ 26 weeks' continuous service by the date on which they matched the child for adoption,</li> <li>▪ Received official notification from the relevant UK authority of their eligibility to adopt a child from abroad, and</li> <li>▪ Provided the Project with the correct notification in writing. <b>No more than 7 days</b>, after they have been matched with a child. <b>See Notification Requirements below.</b></li> </ul>
<p>Starting adoption leave</p>	<p>Employees can choose to start their leave:</p> <ul style="list-style-type: none"> <li>▪ From the date the child enters the UK; or</li> <li>▪ From a fixed date agreed with the Project no later than 28 days after the child enters the UK.</li> </ul>
<p>Notification requirements</p>	<p>Employees must provide the Project with the correct notification in writing, <b>in the following 3 steps:</b></p> <p>:</p> <ol style="list-style-type: none"> <li>1. Confirmation of the date</li> </ol>

	<p>official notification was received (within 28 days of receipt) and the date the child is expected to enter the UK.</p> <ol style="list-style-type: none"> <li>2. Start date of intended leave providing at least 28 days' notice and</li> <li>3. Date the child entered the UK within 28 days of entry and evidence of the child's entry into the UK.</li> </ol> <p>Your Manager will respond in writing within 28 days of receiving an employee's notification of intended leave</p>
	<p>An employee qualifies for 39 weeks of SAP if they have:</p> <ul style="list-style-type: none"> <li>▪ 26 weeks' continuous service by the date on which they were matched with a child for adoption,</li> <li>▪ Provided at least 28 days' notice to the Project when they want SAP to begin, or as soon as is reasonably practicable. <b>Please note: SAP must start on the day the child is placed with the employee at the latest,</b></li> <li>▪ Earned on average at or above the Lower Earnings Limit for National Insurance which applies at the point the adopter receives official notification from the UK authority and</li> <li>▪ Submitted the following to the Project : <ul style="list-style-type: none"> <li>▪ A copy of the official notification from the relevant UK authority of their eligibility to adopt a child from abroad,</li> <li>▪ A declaration that they claiming SAP and not Statutory Paternity Pay (Form SC6 from HMRC website).</li> <li>▪ Evidence of the child's entry to the UK eg. airline ticket or</li> </ul> </li> </ul>

	copies of clearance documents.
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### 32.7 **Company Pension Plan**

During any period of 'paid adoption leave' (SAP) employer employee contributions will be based on SAP.

### 32.8 **Annual Leave entitlement**

Employees will continue to accrue contractual annual leave during adoption leave. Where adoption leave extends beyond one calendar year, annual leave may be carried over to the following year or the applicable days may be taken as paid (if required in writing by 1<sup>st</sup> December). If an employee leaves the Project during adoption leave, having used their annual leave prior to their leave, they will be required to repay annual leave they have not accrued.

### 32.9 **Returning to Work**

Employees returning to work after adoption leave are entitled to return to the same job, on the same terms and conditions, unless a redundancy situation has arisen.

Employees wishing to change the agreed return to work date must provide notification 8 weeks before their return date.

### 32.10 **Keeping in Touch Days**

The maximum number of days for this purpose will be 10 days or part thereof. These days will be paid at your normal pay rate in addition to your adoption pay.

### 32.11 **Combining adoption leave with other family friendly leaves**

Employees can elect to combine adoption leave with parental leave, if eligible

## 33 **PARENTAL LEAVE**

### The Entitlement

All regular full-time and part-time employees with one year of service are eligible to apply for unpaid parental leave.

33.1 The objective of Parental Leave is to enable employees with parental responsibility time off to spend time with and to look after a child (up to the age of 18 years old) or to make arrangements for the child's welfare.

33.2 Parental Leave, which is unpaid, is for a maximum of 18 weeks for each child and can be taken by both mothers and fathers. Where an

employee is adopting a child, the employee may take eighteen weeks of leave during the first eighteen years after adoption of leave. Leave taken with a previous employer counts towards the maximum entitlement

#### When Leave May Be Taken

- 33.3 Leave must normally be taken in blocks of one week or more, up to a maximum of four weeks in a year for each child per calendar year. However, parents of disabled children can also take leave in of one day or multiples of one day (they must be full days).
- 33.4 Where the employee is employed on a full-time basis the duration of the leave will be a period which is equal to 37.5 hours per week. An employee on a part-time contract will have their parental leave calculated based up on the hours they are regularly scheduled to work

#### Making Application for Leave

- 33.5 You must give 21 days' notice of your request for Parental Leave. Such an application should be addressed to your Manager.

The Project reserves the right to request sight of evidence that you are the parent of a child or have parental responsibility for the child. Examples of suitable evidence are:

- Information contained on the child's birth certificate
- Papers confirming a child's adoption or the date of placement in adoption cases
- In the case of a disabled child, the award of disability living allowance for the child

Once this evidence is received the 21 day notice period will begin.

#### **33.6 Maternity/paternity and parental leave**

Employees will be eligible to apply for parental leave to commence at the end of their maternity or paternity leave. In addition, parental leave can be taken prior to maternity leave, but the employee must already have a child that meets the eligibility criteria. Employees must still exercise their right to return (see maternity/paternity leave policy) and follow the above application procedure in order to be eligible for the leave. Eligibility for parental leave will not affect an employee;s right to maternity/paternity leave.

#### Postponement of Leave

- 33.7 Except in the circumstances set out above any leave requested

may be postponed by the Project for up to six months from the date requested where it is considered that your absence would unduly disrupt the business. Examples of such situations are:

- Seasonal peak work requirements
- Where a significant proportion of the workforce applies for Parental Leave at the same time
- Where the absence of a key employee at a particular time would unduly harm the business

33.8 If, because of postponement, the period of Parental Leave falls after the child's 5th birthday then you would be entitled to take leave after that date. Parental leave will not be postponed if the request is for the period immediately after the birth of a child, where the employee is the father of the child, or following the adoption of a child for both parents.

## **Terms and conditions of employment**

### Right to Return to the Same or Similar Job

33.9 At the end of any Parental Leave of up to 4 weeks duration, you are guaranteed the right to return to the same job as before.

33.10 If the leave is for a longer period than 4 weeks, you are entitled to return to the same job, or if that is not reasonably practicable, to a similar job, with similar or better conditions.

33.11 If Parental Leave follows additional Maternity Leave and it would not have been reasonably practicable for the woman to return to her previous job, and it is still not reasonably practicable at the end of Parental Leave, she is entitled to return to a similar job which has the same or better status, terms and conditions as the old job.

## **Sick pay**

If an employee falls sick during parental leave they will be entitled to sick pay providing a sickness self-certification form is completed or a doctor's certificate is provided. Company sick pay will only be received once your Manager has received a sickness certificate. Should sickness be certified in this manner an employee will be able to take the applicable period of parental leave at a later stage, providing it is before their child's fifth birthday. This is subject to the limitations in relation to the duration of leave as described above. To receive this leave the employee will need to reapply, following the above procedure.

## Annual leave

Annual leave will not be affected by parental leave. It will continue to accrue annual leave during the period of leave. Employees will be entitled to take annual leave immediately prior to or after parental leave, providing the

annual leave is agreed through the standard Project procedures.

### **Public holidays**

Should a public holiday fall during parental leave an employee will not need to be entitled to receive payment or a day off in lieu for the applicable holiday.

### **Company pension plan**

During parental leave pension membership will remain continuous. However, contributions made by the Project and the employee will cease. Contributions will recommence upon return to work.

### **Other**

The Project's disciplinary procedure will be invoked if an employee is found to have abused the use of unpaid parental leave in any way. For example; undertaking other work during the leave. Failure to inform a Manager that parental leave is commencing could also result in disciplinary action.

## **34. Shared Parental Leave**

34.1 You may be able to get Shared Parental Leave (SPL) and Statutory Shared Parental Pay (ShPP) if you're having a baby or adopting a child.

If you're eligible for SPL you can use it to take leave in blocks separated by periods of work, instead of taking it all in one go.

To start SPL or ShPP the mother must end her maternity leave (for SPL) or her Maternity Allowance or maternity pay (for ShPP). If she doesn't get maternity leave (but she ends her Maternity Allowance or pay early) her partner might still get SPL.

If you're adopting then you or your partner must end any adoption leave or adoption pay early instead.

If you're eligible you can take:

- the remaining leave as SPL (52 weeks minus any weeks of maternity or adoption leave)
- the remaining pay as ShPP (39 weeks minus any weeks of maternity pay, maternity allowance or adoption pay)

If neither of you is entitled to maternity leave or adoption leave then SPL will be 52 weeks minus any weeks of maternity pay, Maternity Allowance or adoption pay.

You can share SPL and ShPP between you if you're both eligible

**Example.** A mother and her partner are both eligible for SPL and ShPP. The mother ends her maternity leave and pay after 12 weeks, leaving 40 weeks

available for SPL and 27 weeks available for ShPP. The parents can choose how to split this.

SPL and ShPP must be taken between the baby's birth and first birthday (or within one year of adoption).

### **34.2 Eligibility**

Each parent qualifies separately for Shared Parental Leave (SPL) and Statutory Shared Parental Pay (ShPP).

If you're eligible you can start SPL and take leave in separate blocks, instead of taking it all in one go like maternity or adoption leave. You can also share the leave between you if you're both eligible.

#### **Shared Parental Leave**

To qualify for SPL, you must share responsibility for the child with one of the following:

- your husband, wife, civil partner or joint adopter
- the child's other parent
- your partner (if they live with you and the child)

You or your partner must be eligible for maternity pay or leave, adoption pay or leave or Maternity Allowance.

You must also:

- have been employed continuously by the same employer for at least 26 weeks by the end of the 15th week before the due date (or by the date you're matched with your adopted child)
- stay with the same employer while you take SPL

During the 66 weeks before the week the baby's due (or the week you're matched with your adopted child) your partner must:

- have been working for at least 26 weeks (they don't need to be in a row)
- have earned at least £390 in total in 13 of the 66 weeks (add up the highest paying weeks, they don't need to be in a row)

This can be as an employee, worker or self-employed person. Your partner doesn't have to be working at the date of birth or when you start SPL or ShPP.

#### **Statutory Shared Parental Pay**

You can get ShPP if you're an employee and one of the following applies:

- you're eligible for Statutory Maternity Pay (SMP) or Statutory Adoption Pay (SAP)

- you're eligible for Statutory Paternity Pay (SPP) and your partner is eligible for SMP, Maternity Allowance (MA) or SAP

You can also get ShPP if you're a worker and you're eligible for SMP or SPP.

### **34.3 When you can start**

You can only start Shared Parental Leave (SPL) or Shared Parental Pay (ShPP) once the child has been born or placed for adoption.

#### **For SPL to start**

The mother (or the person getting adoption leave) must either:

- return to work, which ends any maternity or adoption leave
- give their employer 'binding notice' of the date when they plan to end their leave (you can't normally change the date you give in binding notice)

You can start SPL while your partner is still on maternity or adoption leave as long as they've given binding notice to end it.

You can give binding notice and say when you plan to take your SPL at the same time.

#### **If the mother or adopter doesn't get maternity or adoption leave**

The mother or adopter must end any maternity pay, adoption pay or Maternity Allowance so that they or their partner can get SPL.

#### **For ShPP to start**

The mother (or the person getting adoption pay) must give their employer binding notice of the date when they plan to end any maternity or adoption pay.

If they get Maternity Allowance, they must give notice to Jobcentre Plus instead.

They can't restart maternity pay, Maternity Allowance or adoption pay once it's ended.

You can start ShPP while your partner is still on maternity pay, adoption pay or Maternity Allowance as long as they've given binding notice to end it.

You can give binding notice and say when you plan to take your ShPP at the same time.

#### **Compulsory leave**

A mother can't return to work before the end of the compulsory 2 weeks of maternity leave following the birth (4 weeks if she works in a factory). If you're adopting, the person claiming adoption pay must take at least 2 weeks of

adoption leave.

### **Cancelling the decision to end maternity or adoption leave**

The mother or adopter may be able to change their decision to end maternity or adoption leave early if both:

- the planned end date hasn't passed
- they haven't already returned to work

One of the following must also apply:

- you find out during the 8-week notice period that neither of you is eligible for SPL or ShPP
- the mother or adopter's partner has died
- the mother tells her employer less than 6 weeks after the birth (and she gave notice before the birth)

### **34.4 What you'll get**

If you're eligible and you or your partner end maternity or adoption leave and pay (or Maternity Allowance) early, then you can:

- take the rest of the 52 weeks of maternity or adoption leave as Shared Parental Leave (SPL)
- take the rest of the 39 weeks of maternity or adoption pay (or Maternity Allowance) as Statutory Shared Parental Pay (ShPP)

### **How much pay you'll get**

ShPP is paid at the rate of £140.90 a week or 90% of your average weekly earnings, whichever is lower.

This is the same as Statutory Maternity Pay (SMP) except that during the first 6 weeks SMP is paid at 90% of whatever you earn (with no maximum).

**Example** A woman decides to start her maternity leave 4 weeks before the due date and gives notice that she'll start SPL from 10 weeks after the birth (taking a total of 14 weeks maternity leave). She normally earns £200 a week.

She's paid £180 (90% of her average weekly earnings) as SMP for the first 6 weeks of maternity leave, then £140.90 a week for the next 8 weeks. Once she goes onto SPL, she's still paid £140.90 a week.

### **34.5 Applying for leave and pay**

To get Shared Parental Leave (SPL) or Shared Parental Pay (ShPP) you must:

- follow the rules for starting SPL and ShPP
- give your employer at least 8 weeks' written notice of your leave dates

You can do both at the same time using forms created by Acas.

## 35 **FLEXIBLE WORKING**

Right to Request Flexible Working (This policy and procedure complies with the requirements of section 80F of the Employment Rights Act 1996).

35.1 To achieve a better work-life balance, you have the statutory right to request flexible working, i.e. change in your working hours, working times or workplace (home-working). You no longer have to be a parent or a carer to be eligible to make a flexible working application. If the change is agreed it becomes a permanent change to your terms and conditions. You have no right, however, to revert back to your previous pattern of work when the circumstances change.

35.2 In order to be eligible to apply, you must have 26 weeks continuous Employment and not applied for flexible working within the last 12 months.

35.3 The application form should include the following information:

- Date of application, the change to working conditions being sought and when the change is to come into effect
- If and when any previous application was made
- The effect, if any, the requested change would have on the department and how, in your opinion, any such effect might be dealt with
- Employees should then return the completed form to their Manager who will review the proposal and invite the employee to a meeting to discuss the request.
- When requesting a start date for the proposed flexible working arrangement, employees should be mindful of the time required by the Manager to undertake a review of the current working practices and in arranging the meeting itself.

### **35.4 Types of flexible working**

There are different ways of working flexibly:

#### **Job sharing**

Two people do one job and split the hours.

#### **Working from home**

It might be possible to do some or all of the work from home or anywhere else other than the normal place of work.

Note: a risk assessment would need to be carried out to determine the suitability of the home environment for working from home. Employees are not permitted to work from home and be taking care of a child or dependent adult at the same time.

### **Part-time**

Working less than full-time hours (usually by working fewer days).

### **Compressed hours**

Working full-time hours but over fewer days.

### **Flexi-time**

The employee chooses when to start and end work (within agreed limits) but works certain 'core hours', eg 10am to 4pm every day.

### **Annualised hours**

The employee has to work a certain number of hours over the year but they have some flexibility about when they work. There are sometimes 'core hours' which the employee regularly works each week, and they work the rest of their hours flexibly or when there's extra demand at work.

### **Staggered hours**

The employee has different start, finish and break times from other workers.

### **Phased retirement**

Default retirement age has been phased out and older workers can choose when they want to retire. This means they can reduce their hours and work part time

### **V-time working**

This is a voluntary arrangement whereby an employee reduces the number of hours worked for an agreed period, with a guarantee that full-time employment will be available again at the end of the period.

## **35.5 The procedure for dealing with the request will include:**

- Holding a meeting to discuss the request with you within 28 days of receipt on the application (All requests, including appeals should be handled in a reasonable manner and must be considered and decided within a period of three months from the first receipt of an application for flexible working). This three month period may be extended subject to the mutual agreement of employer and employee.
- Providing a written notice of the decision within 14 days of the meeting (The statutory guideline is 28 days).
- If refusing the application, detailing not only the business grounds but also sufficient explanation

- **If the request is to be declined, it must be on one of the eight specified operational criteria - i.e. the burden of additional costs, inability to meet customer demand, inability to reorganise work among existing staff, inability to recruit additional staff, detrimental impact on quality or performance, insufficiency of work during the period you propose or planned structural changes.**
- Providing the right to be accompanied by a fellow worker or trade union representative.

### **35.6 Agreeing the application**

The employer should write to the employee with:

- a statement of the agreed changes
- a start date for flexible working

They should also change the employee's contract to include the new terms and conditions.

This should be done as soon as possible but no later than 28 days after the request was approved.

### **35.7 Declining Application – No right to appeal**

You no longer have the statutory right to appeal against a flexible working decision made by the employer.

### **35.8 Withdrawing an application**

Employees should tell their employer in writing if they want to withdraw their application.

The employer can treat an application as withdrawn if the employee misses 2 meetings to discuss an application or appeal without good reason, eg. sickness.

The employer must tell the employee that they are treating the request as withdrawn.

**Remember: It is a right to request, not a right to demand and receive**

This is a very brief summary and if you need further information about the Scheme, such as the eligibility criteria, the scope of the request, the application procedure or any other aspect, this may be obtained by contacting your Manager.

- 36.1 If you wish to retire from the Project's employment you are required to give reasonable notice of your intention which should be either one month or the period of notice to terminate your employment specified in your Statement of Main Terms and Conditions of Employment; whichever is the greater.

## **37. HEALTH AND SAFETY**

### **HEALTH AND SAFETY POLICY/PROCEDURES**

- 37.1 You must comply with the Project's Safety Policy and Safety Procedures as posted on the Project's Notice Boards. The policy and procedures will inevitably vary from time to time by because of the requirements of Health and Safety legislation, codes of practice or just good management practice.
- 37.2 You are reminded that you are responsible for ensuring that you act in a safe and sensible manner whilst at your place of work and failure to do so will lead to disciplinary action by the Project and, in serious cases, possibly criminal proceedings under the Health and Safety at Work Act, 1974 or other legislation.
- 37.3 In the case of fire, you must evacuate the building in accordance with local Fire Instructions. It is your responsibility to be aware of these instructions and the locations of Fire Exits and Fire Appliances.
- 37.4 You must always use and operate equipment and machinery in the appropriate manner and in cases of negligence or gross negligence, disciplinary action will be taken.
- 37.5 The Project recognises that it has a duty, under the Health and Safety at Work Act, 1974, to safeguard as far as is reasonably practicable, the health, safety and welfare of all staff at their place of work. The Project's Health and Safety Policy is displayed on the Notice Board.
- 37.6 The Project has a "Work Related Stress Policy" which forms part of our Health and Safety Policy and this is drawn to your attention. You too have a responsibility for your own health and safety and should minimise excessive pressures and demands by behaving responsibly, acting reasonably and reporting any concerns regarding stress to your Manager.

## **38 ACCIDENTS AT WORK**

- 38.1 You must report any accident immediately to your Manager and have any injuries treated as appropriate.
- 38.2 A First Aid Box is maintained on the premises and you should acquaint yourself with its location and the First Aiders whose names are posted

on the Notice Board.

### **39 SMOKING**

- 39.1 Smoking is prohibited on Project premises and places of work. Warning notices are displayed and failure to comply with this instruction may lead to disciplinary action. If you are permitted to smoke outside the premises where you are employed, you must not leave any smoking litter or create any noise which causes a disturbance. Any breach of this policy will lead to disciplinary action.

### **GENERAL RULES**

### **40 DISCIPLINARY PROCEDURE**

**(You should note that this Disciplinary Procedure is not contractual and it does not apply to anyone with less than 1 years' service)**

- 40.1 In the interests of good employment relationships the Project has developed certain rules and procedures which must be observed. It is important that you understand the rules and procedures and the consequences of any misconduct and/or poor performance which may be dealt with through this disciplinary procedure. We do, of course, hope that there will be no cause to use the procedure. If it is considered necessary, however, this procedure will be invoked.
- 40.2 Disciplinary action will not be initiated unless and until a potential disciplinary matter(s) has been carefully investigated. This will be done without unreasonable delay. The purpose of an investigation is for the Project to gather factual information relating to any concerns or allegations against the employee before deciding whether to proceed with a disciplinary hearing. The meeting is an opportunity for the employee to respond to the allegations/concerns and provide their version of events and in some cases the investigatory stage will be the collation of evidence which may be used at a disciplinary hearing. If you are invited to an investigatory meeting or a disciplinary hearing you must take reasonable steps to attend.
- 40.3 Where an employee is alleged to have committed an act of serious misconduct or there is an allegation of gross negligence or gross incompetence, or the employee or their colleagues are at undue risk from the employee remaining in the workplace (eg. suspension on medical grounds), the employee may be suspended with basic pay for contractual hours worked, pending completion of the investigation stage. The purpose of the suspension is to protect both the position of the employee and the Project from being compromised or put at risk. By suspending an employee, the Project is not prejudicing the outcome of any hearing and suspension should not be regarded as disciplinary action. Employees on suspension must not attend any Project premises or contact any Project employees unless they are given

written permission to do so by their manager or HR. Contact with any witnesses or potential witnesses must be through a recognised trade union representative or a Manager/HR. An employee must be contactable throughout any period of suspension unless annual leave has been agreed previously.

- 40.4 If as a result of the investigation it is decided that there is a disciplinary case to answer, you will be notified of this in writing and given details of the date, time and venue of the disciplinary hearing. The notification will provide you with details of the allegations of misconduct or poor performance, including any supporting evidence and witness statements. It will also give you an indication of the possible consequences. This will enable you to prepare to answer the allegations at the disciplinary hearing. You have the right to be accompanied at any disciplinary hearing (including Appeal hearings) by a companion who is a work colleague or a Trade Union official and it is your responsibility to make any arrangements in this respect. This will be explained in the notification.
- 40.5 Your chosen companion will be allowed to put across and sum up your case, respond on your behalf to any views expressed at the meeting and confer with you during the hearing. Your companion does not have the right to answer questions on your behalf, address the hearing if you do not wish it or prevent the disciplinary officer from explaining their case.
- 40.6 The hearing will not normally be held unless you have been given at least 72 hours' notice. If you fail to attend a disciplinary hearing (or appeal hearing) without good cause a decision may be made in your absence on the basis of the evidence available. The employee must inform the Project immediately if they or the chosen companion are unable to attend a disciplinary hearing. If so, the Project will try, within reason, to agree an alternative date within one week. If the chosen companion is not available the employee should consider alternative representation.
- 40.7 At the hearing the allegations made against you will be explained to you as will the evidence. You will be given the opportunity to explain your defence or mitigation, ask any questions, present any evidence and to call any relevant witnesses. If you do wish to call relevant witnesses, you must give your Manager good notice of this so that arrangements can be made.
- 40.8 After the hearing, the outcome will be notified to you in writing.
- 40.9 For a first disciplinary offence the sanction will normally be a "Verbal Warning" which will remain in force for 6 months. However, if the misconduct is sufficiently serious, it may be appropriate to issue you with a "First Written Warning" or even a "First and Final Written Warning" which will normally remain in force for 12 months.

- 40.10 The written warning notification will set out the nature of the misconduct or poor performance and the change of behaviour or improvement in performance required and any timescale(s) involved. You will also be informed about how long the warning will remain in force and the consequences of any further disciplinary action within the timescale(s) specified. Without exception, warnings given for “Bradford Factor” absences will remain “active” for a period of 12 months.
- 40.11 Other disciplinary actions which may be taken include demotion to a lower grade position, transfer to another work site, suspension without pay for a specified period of time or dismissal with notice or pay in lieu of notice.
- 40.12 The Project reserves the right to use any disciplinary sanction in the procedure should it consider it to be proportionate to the offence.
- 40.13 In circumstances where dismissal is involved, you will be informed of the reason(s) for the dismissal and the effective date of the termination of your employment. You should note that some acts of misconduct are so serious that they are regarded as “Gross Misconduct” which will result in “Summary Dismissal”. This means that you will forfeit your right to any notice or payment in lieu of notice.
- 40.14 If you feel that any disciplinary decision is wrong you have the right to appeal against the decision. Grounds for appeal may include new evidence, undue severity, inconsistency, unfairness or failure to follow the procedure. Any appeal should be put in writing and submitted within 14k working days of receipt of confirmation of the disciplinary action. The letter of appeal should set out the grounds of appeal and should be submitted to the person specified in the disciplinary sanction or dismissal letter. Appeals will normally be considered by an officer of the Project who has not previously been involved in the case and who has not been party to the disciplinary decision.

The appeal hearing will be scheduled as soon as practicable and without undue delay. The employee must make every effort to attend the appeal hearing and must inform the Project immediately if they or the chosen companion are unable to attend. If so, the Project will try, within reason, to agree an alternative date within one week. If the chosen companion is not available the employee should consider alternative representation. The outcome of the appeal will be confirmed by letter after the Appeal hearing and notification should be received no later than two weeks from the hearing. The decision will be final and copies of the correspondence including notes will be placed on the employee’s personal file.

- 40.15 If you do have less than one year’s continuous service, even though you are not subject to this procedure, you will only be disciplined or dismissed after a meeting has been held with you.

## **EXAMPLES OF DISCIPLINARY OFFENCES**

The following lists only give examples of **Misconduct** and **Gross Misconduct**.

These examples do **NOT** represent an exhaustive list of offences relating to conduct and poor performance matters:-

### **Misconduct**

Misuse of the Project's E-Mail, Internet or internal mailing facilities  
Persistent absenteeism or lateness  
Poor effort, work performance or sub-standard work  
Absence without authorisation  
Failure to follow absence reporting procedures  
Failure to comply with health and safety requirements  
Misuse or abuse of Project equipment  
Failure to comply with a reasonable management instruction  
Disorderly conduct or "horse-play"  
Wilful or excessive waste of Project time or materials  
Damage to plant, equipment or material caused by carelessness  
Misrepresentation of fact – lying  
Poor quality care records and/or related documentation

### **Gross Misconduct**

Serious professional misconduct  
Abusive, objectionable or insulting behaviour or language  
Loss of registration by the relevant professional or statutory body  
Serious misuse of the Project's e-mail, Internet or internal mailing facilities  
Theft of others' property whether belonging to the Project, employees, visitors, clients or service users  
Fraud, bribery or falsification of records  
Fighting/Physical Assault  
Deliberate damage to Project property, plant, material or equipment  
Gross immorality or indecent behaviour  
Malicious damage to Project property  
Supplying/possessing and/or taking illegal drugs or alcohol on the premises  
Presenting yourself for work under the influence of alcohol or drugs  
Smoking in prohibited areas  
Serious cases of non-compliance with health and safety instructions  
Harassment or discrimination of any kind  
Refusal to carry out reasonable management instruction  
Failure to comply with the Project's "whistle-blowing" policy  
Unauthorised release of Project/commercially sensitive information  
Undertaking private work on Project premises without prior authorisation  
Negligence or neglect of duty resulting in any loss which might expose the Project to a serious claim or legal proceedings  
The unauthorised release of technical, commercial, financial or other

information which could lead to a competitor gaining commercial advantage

Solicitation and/or acceptance of money, gifts, services or other inducements for personal gain or the gain of family or friends

Acceptance of, or offering, bribes for any personal or Project advantage

Borrowing money from a young person

Failure to disclose any criminal conviction or police caution awarded to you prior to or during the course of your employment

The use of any social network site to disclose information or make comment about any work related matter

### **Minor conduct/performance issues**

Minor conduct and performance issues can often be resolved informally between the employee and their manager through coaching and counselling. These discussions should be held in private and as soon as practicably possible whenever there is a cause for concern. The purpose is to help the employee improve by explaining the problem and agreeing solutions, offering further training and support, setting expectations and agreeing timescales for review. Records of conversations will confirm in writing what has been agreed during these discussions. Formal steps will be if the issue is not resolved, or if informal discussion is not appropriate (for example, due to the seriousness of the allegation).

In some cases, the manager may consider mediation to be more appropriate in the circumstances. Please refer to our mediation policy.

## **41 GRIEVANCE PROCEDURE**

41.1 The Project acknowledges that during the course of their employment some employees may have concerns, problems or complaints which need addressing. These are known as grievances. If such grievances cannot be resolved informally, then the formal procedure, set out below, must be followed.

41.2 The purpose of the procedure is to allow the Project to deal with grievances fairly, consistently, confidentially and speedily. To this end, every endeavour will be made to resolve any grievance without unreasonable delay.

### Stage 1

41.3 You must set out, in writing, details of your grievance(s) and submit this to your immediate Manager.

### Stage 2

41.4 You will then be invited to a meeting and must take all reasonable steps to attend.

- 41.5 You have the right to be accompanied at this meeting by a colleague who is either a fellow worker or an official of a Trade Union.
- 41.6 The purpose of the meeting is to consider and try to resolve the grievance(s) you have set out in writing.
- 41.7 The outcome of the meeting will be confirmed to you in writing, as will your right of appeal.

### Stage 3

- 41.8 Appeals will normally be considered by a manager who has not previously been involved in the case and who has not been party to the grievance decision. Should you decide to appeal you must inform the Project and set out the grounds of your appeal in writing within 5 working days of receipt of the decision letter. The outcome of the appeal will be confirmed by letter.
- 41.9 You will be expected to take all reasonable steps to attend the appeal meeting and have the same rights to accompaniment as applied at Stage 2.
- 41.10 The purpose of the appeal meeting is to consider and try to resolve the grievance(s) you have set out in writing.
- 41.11 The outcome of the appeal meeting will be confirmed to you in writing. This is the final stage in the procedure.

## **42 GOOD CONDUCT**

The following general rules apply within the Project:

- 42.1 You are expected to be punctual at your place of work and lateness can result in disciplinary action.
- 42.2 You must not use social network sites to disclose any information or make comment about any work related matter.
- 42.3 You are not allowed to take materials or Project equipment off the premises or places of work unless you have prior Management approval in writing.
- 42.4 The consumption of intoxicating liquor (without prior approval of the Management) or the taking of non-medically prescribed drugs or substances of abuse on work premises are not permitted. If you are considered to be under the influence of drink or non-medically prescribed illegal drugs or substances of abuse, you will be suspended from work without pay and will be subject to disciplinary action.
- 42.5 If you have brought any intoxicating liquor or non-medically prescribed illegal drugs or substances of abuse onto work premises without

Management permission, you will be subject to disciplinary action, which could lead to dismissal.

- 42.6 You are expected to keep private telephone calls to a minimum and such calls should only be for matters of urgency. This applies to both incoming and outgoing calls, and outgoing calls must have prior Management approval.
- 42.7 The use of personal mobile telephone equipment is not permitted whilst at work.
- 42.8 The use of personal mobile telephone equipment to take photographic images while on Project premises is strictly forbidden and any breach of this rule will be regarded as an act of gross misconduct which may lead to your dismissal, unless prior approval is gained by the Project Leader.
- 42.9 You are not allowed to gamble, bet or run sweepstakes etc., unless you have prior Management permission.
- 42.10 You should not place signs, bills or notices on the Project notice board without prior Management permission.
- 42.11 You must not make collections on workplace premises without prior Management permission. In addition, you should not distribute pamphlets or propaganda material and you must not undertake the unauthorised sale of goods.
- 42.12 In the interests of security and safety, you should not bring friends or relatives beyond the Reception area without prior Management approval.
- 42.13 The choice of clothing and personal grooming is largely a matter of individual taste. However, there are certain personal appearance factors that may affect the performance of your job. Extremes in personal appearance including manner of dress may cause distractions. Therefore, you are expected to dress in a comfortable, but neat manner.
- 42.14 You are not permitted to accept or solicit any gifts, money, services or other inducements for personal gain or the gain of family or friends.
- 42.15 You must not, under any circumstances, accept or offer any bribe for either personal or Project advantage.
- 42.16 You must not, under any circumstances, accept or borrow money from residents.
- 42.17 You must notify your Manager of any change in your personal details or circumstances.

**43. ANTI-CORRUPTION AND BRIBERY POLICY**

## POLICY STATEMENT

- 43.1 It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and implementing and enforcing effective systems to counter bribery.
- 43.2 We will uphold all laws relevant to countering bribery and corruption. However, we remain bound by the laws of the UK, including the Bribery Act 2010, in respect of our conduct both at home and abroad.
- 43.3 The purpose of this policy is to set out our responsibilities, and of those working for us, in observing and upholding our position on bribery and corruption; and provide information and guidance to those working for us on how to recognise and deal with bribery and corruption issues, and clarify disciplinary procedures.
- 43.4 Bribery and corruption are punishable for individuals by up to ten years' imprisonment and if we are found to have taken part in corruption we could face an unlimited fine, be excluded from tendering for public contracts and face damage to our reputation. We therefore take our legal responsibilities very seriously.
- 43.5 Any employee found to be culpable of any acts of bribery or corruption will be dealt with through the Project's Disciplinary procedures and any acts of bribery or corruption will be considered as an act of gross misconduct.
- 43.6 We have identified that the following are particular risks for our business; procurement contracts e.g. pharmaceuticals, contracts with care providers' e.g. social services, local authorities, tendering for new services, contracts for development of new homes or refurbishment projects. This list is not exhaustive.
- 43.7 In this policy, **third party** means any individual or organisation you come into contact with during the course of your work for us, and includes actual and potential clients, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisers, representatives and officials, politicians and political parties.
- 43.8 WHO IS COVERED BY THE POLICY?
- This policy applies to all individuals working at all levels and grades, including senior managers, officers, directors, employees (whether permanent, fixed-term or temporary), consultants, contractors, trainees, seconded staff, home-workers, casual workers and agency staff,

volunteers, interns, agents, sponsors, or any other person associated with us, or any of our subsidiaries or their employees, wherever located (collectively referred to as **workers** in this policy).

#### 43.9 WHAT IS BRIBERY?

A bribe is an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage.

##### Offering a bribe

For example, you offer a potential client tickets to a major sporting event, but only if they agree to refer a number of vulnerable people to you, within a fixed period of time.

This would be an offence as you are making the offer to gain a commercial and contractual advantage. We may also be found to have committed an offence because the offer has been made to obtain business for us. It may also be an offence for the potential client to accept your offer.

##### Receiving a bribe

A supplier gives your nephew a job, but makes it clear that in return they expect you to use your influence in our organisation to ensure we continue to do business with them.

It is an offence for a supplier to make such an offer. It would be an offence for you to accept the offer as you would be doing so to gain a personal advantage.

#### 43.10 GIFTS AND HOSPITALITY

This policy does not prohibit normal and appropriate hospitality (given and received) to or from third parties.

The acceptance of a gift from or giving a gift to a third party will be **prohibited**, unless, the following requirements are met:-

it is not made with the intention of influencing a third party to obtain or retain business or a business advantage, or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits;

it complies with local law;

it is given in our name, not in your name;

it is appropriate in the circumstances. For example, in the UK it is customary for small gifts to be given at Christmas time;

taking into account the reason for the gift, it is of an appropriate type and value and given at an appropriate time;

it is given openly, not secretly; and

gifts should not be offered to, or accepted from, government officials or

representatives, or politicians or political parties, without the prior approval of the H.R. Manager.

We appreciate that the practice of giving business gifts varies between countries and regions and what may be normal and acceptable in one region may not be in another. The test to be applied is whether in all the circumstances the gift or hospitality is reasonable and justifiable. The intention behind the gift should always be considered.

#### 43.11 WHAT IS NOT ACCEPTABLE?

It is not acceptable for you (or someone on your behalf) to:-

give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;

give, promise to give, or offer, a payment, gift or hospitality to a government official, agent or representative to "facilitate" or expedite a routine procedure;

accept payment from a third party that you know or suspect is offered with the expectation that it will obtain a business advantage for them;

accept a gift or hospitality from a third party if you know or suspect that it is offered or provided with an expectation that a business advantage will be provided by us in return; threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns under this policy; or engage in any activity that might lead to a breach of this policy.

#### 43.12 FACILITATION PAYMENTS AND "KICK-BACKS"

If you are asked to make a payment on our behalf, you should always be mindful of what the payment is for and whether the amount requested is proportionate to the goods or services provided. You should always ask for a receipt which details the reason for the payment. If you have any suspicions, concerns or queries regarding a payment, you should raise these with the H.R. Manager.

Kick-backs are typically payments made in return for a business favour or advantage. All workers must avoid any activity that might lead to, or suggest, that a facilitation payment or kickback will be made or accepted by us.

#### 43.13 DONATIONS

We only make charitable donations that are legal and ethical under local laws and practices. No donation must be offered or made without the prior approval of the H.R. Manager.

#### 43.14 YOUR RESPONSIBILITIES

You must ensure that you read, understand and comply with this policy.

The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for us or under our control. All workers are required to avoid any activity that might lead to, or suggest, a breach of this policy.

You must notify the H.R. Manager as soon as possible if you believe or suspect that a conflict with this policy has occurred, or may occur in the future. For example, if a client or potential client offers you something to gain a business advantage with us, or indicates to you that a gift or payment is required to secure their business.

Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct. We reserve our right to terminate our contractual relationship with other workers if they breach this policy.

#### 43.15 RECORD-KEEPING

We must keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to third parties.

You must declare and keep a written record of all hospitality or gifts accepted or offered, which will be subject to managerial review.

You must ensure all expenses claims relating to hospitality, gifts or expenses incurred to third parties are submitted in accordance with our expenses policy and specifically record the reason for the expenditure.

All accounts, invoices, memoranda and other documents and records relating to dealings with third parties, such as clients, suppliers and business contacts, should be prepared and maintained with strict accuracy and completeness. No accounts must be kept "off-book" to facilitate or conceal improper payments.

#### 43.16 HOW TO RAISE A CONCERN

You are encouraged to raise concerns about any issue or suspicion of malpractice at the earliest possible stage. If you are unsure whether a particular act constitutes bribery or corruption, or if you have any other queries, these should be raised with the H.R. Manager. Concerns should be reported by following the procedure set out in our Whistle-blowing Policy. A copy of our Whistle-blowing Policy can be found elsewhere in the Employee Handbook.

#### 43.17 WHAT TO DO IF YOU ARE A VICTIM OF BRIBERY OR CORRUPTION

It is important that you tell the H.R. Manager as soon as possible if you are offered a bribe by a third party, are asked to make one, suspect

that this may happen in the future, or believe that you are a victim of another form of unlawful activity.

#### 43.18 PROTECTION

Workers who refuse to accept or offer a bribe, or those who raise concerns or report another's wrongdoing, are sometimes worried about possible repercussions. We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken.

We are committed to ensuring no one suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting in good faith their suspicion that an actual or potential bribery or other corruption offence has taken place, or may take place in the future. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform the H.R. Manager immediately. If the matter is not remedied, and you are an employee, you should raise it formally using our Grievance Procedure, which is published in the Employee Handbook.

#### 43.19 TRAINING AND COMMUNICATION

Training on this policy forms part of the induction process for all new workers. All existing workers will receive regular, relevant training on how to implement and adhere to this policy. Our zero-tolerance approach to bribery and corruption must be communicated to all suppliers, contractors and business partners at the outset of our business relationship with them and as appropriate thereafter.

#### 43.20 WHO IS RESPONSIBLE FOR THE POLICY?

The Personnel Committee has overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all those under our control comply with it.

Line Managers have the primary and day-to-day responsibility for implementing this policy; however the HR Manager will monitor its use and effectiveness and deal with any queries on its interpretation. Management at all levels are responsible for ensuring those reporting to them are made aware of and understand this policy and are given adequate and regular training on it.

#### 43.21 MONITORING AND REVIEW

The Personnel Committee will monitor the effectiveness and review the implementation of this policy, regularly considering its suitability, adequacy and effectiveness. Any improvements identified will be made as soon as possible. Internal control systems and procedures will be subject to regular audits to provide assurance that they are effective in countering bribery and corruption.

All workers are responsible for the success of this policy and should ensure they use it to disclose any suspected danger or wrongdoing.

#### **44 DISCLOSURE OF PUBLIC INTEREST MATTERS**

- 44.1 Should you during in the course of your employment with the Project believe that any criminal offence has been, will be, may be or is being committed or any legal obligation is not being complied with, you must disclose such matters in writing to the personnel committee.
- 44.2 The Project will investigate such matters and you will be informed of the Project's findings.
- 44.3 Wherever possible, your identity will remain confidential should you expressly wish this.
- 44.4 Failure to make such a disclosure by using this procedure or making the disclosure to another person or organisation outside the Project prior to using this procedure could render you liable to disciplinary action which may lead to your dismissal.
- 44.5 Your special attention is drawn to the Project's "whistle-blowing" policy shown below.

#### **45 WHISTLE-BLOWING POLICY**

- 45.1 It is the policy of the Walton Youth Project to encourage the reporting to management of all matters of serious concern involving a member of staff and for persons to feel that they can do so freely and without fear of detriment, reprisals or intimidation. Matters of serious concern will include, but are not be limited to, the following:
  - 45.1.1 Professional malpractice
  - 45.1.2 Abuse of a service user
  - 45.1.3 Criminal activities
  - 45.1.4 Act of discrimination of any kind
- 45.2 Persons reporting such incidents can include the following:
  - 45.2.1 Fellow staff members (colleagues)
  - 45.2.2 Service users
  - 45.2.3 Family / relatives / friends of a service user
  - 45.2.4 Professional person acting on behalf of a service user (advocate or Minister of Religion, etc)
- 45.3 Where an incident of serious concern is alleged, the person making the allegation must report this directly and in writing to a senior member of management or the Executive Board. He/she will be assured that appropriate enquiries will be made to establish the nature

or facts of the incident and those enquiries will be carried out discreetly and in confidence. Wherever possible, the identity of the person reporting the incident will remain anonymous if they wish.

- 45.4 Where the alleged offence is of a serious nature, the following action will be taken:

The staff member at the centre of the allegation will be suspended immediately on full pay pending the outcome of the investigation. The staff member will be informed of the necessity for this action and will be assured that, at this point, there is no inference of guilt.

Reported to the Police or other relevant agency where appropriate.

- 45.5 A full investigation will be undertaken interviewing all parties concerned in the allegation. This may include other staff and a client's family, relatives and advocates as appropriate.

- 45.6 Following completion of the investigation:

- 45.7 If the allegations are well-founded the staff member concerned will be subject to the Disciplinary Procedure through to summary dismissal, as appropriate. Criminal charges may be brought by the Police or other parties, depending upon the circumstances.

- 45.8 If the allegations are not well-founded the staff member will be restored to full duties.

- 45.9 Where the allegation is shown to be malicious action on the part of the accusing party then the accuser will be subject to appropriate disciplinary action. This may involve a warning, discretionary re-deployment of the accuser or summary dismissal, as deemed appropriate.

- 45.10 If the investigation results in the prosecution and conviction of the staff member this outcome must be communicated in writing to the Care Quality Commission (or equivalent) for consideration of inclusion on the Independent Safeguarding Authority register.

- 45.11 Your attention is drawn to the "Disclosure of Public Interest Matters"

- 45.12 Policy above and the need to set out allegations in writing.

## **46 ALTERATIONS AND ADDITIONS**

As explained in the "Introduction" section, the provisions of this Employee Handbook may be altered by the Project as the occasion requires or as legislation demands. Legislative changes will be deemed to take effect as at the effective date of the legislation. However, we will always try to bring to your notice any significant or

material alteration, deletion or addition each time this Handbook is issued following the annual review.

#### **47    BREACH OF PROVISIONS**

Any breach of these provisions or any misconduct not specifically mentioned herein may be dealt with by the disciplinary procedure. The implementation of disciplinary action by the Project does not preclude the possibility of action in Civil or Criminal Court, whether initiated by the Project, the individual or the Civil Authorities.

We hope that this Employee Handbook helps you to understand the policies and procedures applicable to your employment (many of which relate to your employment rights), the way in which the Project works and your role within it. If any of these policies or associated procedures are unclear to you or you have any questions, please ask your Manager in the first instance.