

HELP THE NEEDY

CHARITABLE TRUST

GOVERNANCE POLICY



HELP THE NEEDY CHARITABLE TRUST

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## **Equal Opportunities Policy**

### **1. Introduction.**

- 1.1 Help the Needy recognises that it is essential to provide equal opportunities to all people without discrimination. This policy sets out the Charity's position on equal opportunity in all aspects of employment, including recruitment and promotion, giving guidance and encouragement to all employees at all levels to act fairly and prevent discrimination on the grounds of sex, race, marital status, part-time and fixed term contract status, age, sexual orientation, disability or religion.
- 1.2 This policy is non-contractual in effect and does not form part of normal terms and conditions of employment. The Charity reserves the right to change the terms of this policy from time to time and to introduce a replacement procedure as required.
- 1.3 To comply with its legal obligations, the Charity may collect data to monitor the effectiveness of this policy and to prevent instances of discrimination from occurring.

### **2. Policy Statement**

- 2.1 It is Help the Needy's policy to ensure that no job applicant or employee receives less favourable treatment on the grounds of sex, race, marital status, part-time or fixed term contract status, age, sexual orientation, disability or religion, or is disadvantaged by condition or requirements that cannot be shown to be justifiable. The Charity is committed not only to its legal obligations but also to the positive promotion of equality of opportunity in all aspects of employment.
- 2.2 The Charity recognises that adhering to the Equal Opportunities Policy, combined with relevant employment policies and practices, maximises the effective use of individuals in both the Charity's and employees' best interests. The Charity recognises the great benefits in

having a diverse workforce with different backgrounds, solely employed on ability.

- 2.3 The application of recruitment, training, and promotion policies to all individuals will be on the basis of job requirements and the individual's ability and merits.

### **3. Implementation of the Policy**

- 3.1 Overall responsibility for policy implementation and review rests with the Charity's senior management. The Charity will inform all existing employees, consultants and contractors of the policy and their role in the implementation and monitoring of the policy. They will also give all new employees notice of the policy on induction to the Charity.

### **4. Recruitment and promotion.**

- 4.1 Advertisements for posts will give sufficiently clear and accurate information to enable potential applicants to assess their own suitability for the post. Information about vacant posts will be provided in such a manner that does not restrict its audience in terms of sex, race, marital status, part-time or fixed term contract status, age, sexual orientation, disability or religion.
- 4.2 Recruitment literature will not imply a preference for one group of applicant unless there is a genuine occupational qualification which limits the post to this particular group, in which case this must be clearly stated.
- 4.3. All vacancies will be circulated internally.
- 4.4 All descriptions and specifications for posts will include only requirements that are necessary and justifiable for the effective performance of the job.

- 4.5 All selection will be thorough, conducted against defined criteria and will deal only with the applicant's suitability for the job. Where it is necessary to ask questions relating to personal circumstances, there will be related purely to job requirements and asked to all candidates.

## **5. Employment**

- 5.1 The Charity will not discriminate on the basis of sex, race, marital status, part-time or fixed term contract status, age, sexual orientation, disability or religion in the allocation of duties between employees employed at any level with comparable job descriptions.
- 5.2 The Charity will put in place any reasonable measures and/or adjustments within the workplace for those employees who become disabled during employment or for disabled appointees.
- 5.3 All employees will be considered solely on their merits for career development and promotion with equal opportunities for all.

## **6. Training.**

- 6.1 Employees will be provided with appropriate training regardless of sex, race, marital status, part-time or fixed term contract status, age, sexual orientation, disability or religion.
- 6.2 All employees will be encouraged to discuss their career prospects and training needs with their management or immediate superiors.

## **7. Grievances and victimisation**

- 7.1 The Charity emphasises that discrimination is unacceptable conduct which may lead to disciplinary action under the Charity's Disciplinary Procedure.

- 7.2 Any complaints of discrimination will be pursued through the Charity's Grievance Procedure.

## **8. Complaints.**

- 8.1 An individual can deal with policy complaints in various ways, ranging from asking the person to stop their behaviour or discussing a particular problem, to informal discussions with their manager or making a formal complaint.

In respect of each and every complaint, everyone:

- Shall be entitled to be treated with dignity and respect.
- Should receive equality, free from discrimination.

- 8.2 Every employee can be assured that throughout each stage of any complaint, those dealing with it will aim to minimise the anxiety for all those involved in the process.

- 8.3 If an employee feels that they have not been treated in accordance with the policies of the Charity, the employee is then entitled to raise the matter through the Grievance Procedure. Any complaints made will not be taken lightly and will be dealt with promptly and confidentially. If any employee is found to have breached policy, then they may be subject to disciplinary action under the Disciplinary Procedure.

- 8.4 If an individual or organisation outside the Charity (i.e. not employed by the Charity) wishes to make a complaint under this Policy, the Charity will investigate and take appropriate action in line with the procedure for dealing with employee complaints.

## **9. Non-compliance.**

- 9.1 Failure to observe and comply with this policy will be regarded as misconduct and could lead to disciplinary action in accordance with the Charity's Disciplinary Procedure.

- 9.2 Any complaints of discrimination will be pursued through the Charity's Grievance Procedure.

## **10. Review of the Policy.**

- 10.1 This Policy will be reviewed and, if necessary, revised in the light of legislative or organisational changes. Improvements will be made by learning from experience and the use of an established review.

## **11. Policy amendments.**

- 11.1 Should any amendments, revisions or updates be made to this policy, it is the responsibility of the Charity senior management to see that all relevant employees and visitors receive notice. Written notice and/ or training should be considered.

## **12. Additional information**

- 12.1 If you require any additional information or clarification regarding this policy, please contact management or immediate superiors. In the unlikely where you are unhappy with any decision made, you should use the Charity's Grievance Procedure.
- 12.2 To the extent that the requirements of this policy reflect statutory provisions, they will alter automatically when and if those requirements are changed. Other relevant policies are:
- Disciplinary Procedure.
  - Grievance Procedure.
  - Bullying, Harassment and Victimisation Policy



# RECRUITMENT POLICY

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## **Recruitment Policy**

### **1 Policy Statement**

- 1.1 The purpose of the Charity's Recruitment Policy is to provide a framework to ensure we recruit, retain and develop the best person for each job.
- 1.2 This policy takes into account current employment legislation and must be implemented in conjunction with the Equal Opportunities and Diversity Policy.
- 1.3 All employees concerned with the recruitment and selection of all established and temporary employees, whether this is in a management or specialist role or providing administrative support for a manager concerned with recruitment must become familiar with this policy and ensure that they comply with the procedures, as detailed below.
- 1.4 The director has the responsibility for ensuring the maintenance, regular review and updating of this policy. Revisions, amendments or alterations to the policy will be agreed in consultation.

### **2 Principles.**

- 2.1 The Charity is committed to improving its services through attracting and recruiting high calibre staff who are the best candidates available for the job.
- 2.2 All applicants will be treated fairly and, where necessary, we will vary our selection processes to accommodate the needs of disabled applicants. Reasonable adjustments will be given full consideration and implemented wherever possible to assist a disabled person to fulfil the role for which they have been shortlisted.
- 2.3 We will recruit people, who not only have the right skills and attitude for the job, but who also have a strong commitment to the Charity and our aims.
- 2.4 We will train our recruiters and use selection processes that are fair, consistent and objective.

- 2.5 We will encourage employees to develop their careers within the Charity; however, promotions will only take place following an open advertising process.
- 2.6 We will not tolerate any form of discrimination in the workplace.

### **3. Advertising.**

- 3.1 Directors must give careful consideration to the vacancy before beginning the recruitment process. Consideration must be given to: -
- The type of position being recruited for.
  - The details of the duties to be undertaken by the post holder.
  - Whether the position is for a fixed period of time or is an established post and whether it is full or part time.
- 3.2 Where possible, vacancies will be openly advertised using the Charity's online recruitment system, unless there is a good business reason for not doing so.
- 3.3. Applications will be submitted for jobs using the Charity's online recruitment system.
- 3.4 A job description and person specification will be provided for all new or replacement jobs. These documents set out the duties of the job and the skills needed to fill it. The objective criteria contained within these documents must consist of minimum standards considered to be essential for the effective performance of the job. Desirable criteria may be included, but these must be referred to only if candidates have met the essential criteria.
- 3.5 The Charity uses a variety of recruitment sources in order to ensure that vacancies may be filled with the most suitable person available in a cost effective and timely manner. Vacancies will normally be advertised both externally and internally

External sources of recruitment may include:

- Newspapers and journals.
- Internet

- Employee referrals.
- Employment Consultancies and Agencies.

#### **4. Shortlisting.**

- 4.1 All applications received will be subject to short-listing. A shortlist matrix will be used to do this and give reasons as to why applicants were not selected for interview.
- 4.2 On receipt of the shortlist, the shortlisted applicants will be contacted to inform them of the interview arrangements.

#### **5. The Selection Process.**

- 5.1 All members of the recruitment process must follow this selection procedure.
- 5.2 Any employee representing the Charity in the recruitment process must undergo appropriate training.
- 5.3 All applicants are invited to either email or telephone for details of vacancies and apply using a cover letter and CV.
- 5.4 The assessment process will be tailored to the requirements of the vacancy and will comprise one or more of a range of exercises, such as the following: -
  - Interview.
  - Role play
  - Presentation
  - Selection tests.
- 5.5 It is a legal requirement that details of every application – whether made verbally or in writing, must be retained for a period of 12 months. Notes detailing the recruitment decision, both of the successful candidates and those who were not selected must be kept in written form and retained as above. All documentation should be

returned to the management or immediate superiors following the recruitment process where it will be stored in accordance with this requirement.

- 5.6 All applicants who are to be interviewed must complete an Application Form to ensure that the necessary legal and equal opportunities information is gathered and is signed by the applicant to say it is accurate.
- 5.7 Immediately after the interview, the Panel Chair must complete the Interview Record form as fully as possible, outlining the suitability of the candidate and reasons for an offer or rejection decision for each candidate.
- 5.8 On receipt of the Interview Record form, shortlisted candidates who are unsuccessful will be written to, in order to inform them of the outcome of their interview.
- 5.9 Once a decision has been made, the successful candidate may be telephoned and offered the post 'subject to the terms of employment'. Once accepted, this offer is legally binding. All such offers must contain the following statement: 'The offer is subject to confirmation of, documentary evidence of your right to work in the UK, references which are satisfactory to us, and where relevant, pre-employment medical reports which are also satisfactory to us, having been received'. An offer letter and statement of terms and conditions should then be issued.

## **6. References.**

- 6.1 .... references will be sought, including one from the current/most recent employer who should not be a relation of the candidate.
- 6.2 Once starting details have been issued to the applicant, the new employee's details will be sent to payroll. Directors are responsible for immediately notifying payroll if the new employee does not attend for work on the agreed date.

## **7. Induction.**

A thorough and well thought our induction programme is regarded by the Charity as extremely important in assisting new employees to settle in quickly and can aid their long-term retention. This process applies to all employees.

# **BULLYING & HARASSMENT POLICY**

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## **Bullying & Harassment Policy**

### **1 Policy Statement**

The purpose of this policy is to help create a working environment in which harassment and bullying are known to be unacceptable and where individuals have the confidence to complain about bullying and harassment should it arise. The policy outlines the procedures to be followed if a member of staff feels they are being harassed or bullied at Help the Needy is committed to dealing with all concerns appropriately and fairly. This policy relates to all staff of Help the Needy.

### **2 Help the Needy Commitment**

- 2.1 Help the Needy welcomes diversity and believes that every member of staff has the right to work in an environment which encourages harmonious relationships. Help the Needy is committed to preventing harassment and bullying and it is the responsibility of all managers to make sure that staff understands Help the Needy's Bullying and Harassment Policy. Managers should take immediate action if harassment and/or bullying is suspected or identified, whether or not a complaint has been made. Allegations of bullying and harassment received formally or informally through this policy must be taken seriously and dealt with promptly and sensitively.
- 2.2 In accordance with its Equal Opportunities and Diversity Policy, Help the Needy has a legal obligation to ensure that harassment on the grounds of someone's race, sex, disability, sexual orientation, gender identity, religion or belief, age or any other grounds, does not take place at work, as this is discrimination. In addition, Help the Needy has a duty of care towards its staff under the Health and Safety Act 1974.
- a. Allegations of bullying and harassment will be treated very seriously by Help the Needy and could result in disciplinary action being taken against the perpetrator. Help the Needy will ensure that any member of staff raising a concern under this policy is not victimised as a result.

### **3 Definitions.**

#### **3.1 What is bullying and harassment?**



- Harassment is unwanted conduct, which has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment. From the recipient's perspective, it will be reasonably considered as having that effect.
- Harassment and bullying can take a variety of different forms ranging from repeatedly ignoring a colleague, subjecting them to unwelcome attention, intimidation, humiliation, ridicule or offence. More extreme forms of harassment include physical threats or violence. Bullying and harassment may consist of a single incident or a series of incidents. Behaviour that may appear trivial in a single incident, can constitute harassment or bullying when repeated, or in the context of a manager/employee relationship.
- Harassment and bullying behaviour may not always be intentional, but is always unacceptable, whether intentional or not.

Some of the most prevalent forms of harassment and bullying include:

Sexual harassment - can take the form of ridicule, sexually provocative remarks or jokes, offensive comments about dress or appearance, the display or distribution of sexually explicit material, unwelcome sexual advances or physical contact, demands for sexual favours and assault.

Racial harassment - may include jokes about or uncalled for references to a person's colour, race, religion, and nationality. It can also include offensive remarks about dress, culture, or customs, which have the effect of ridiculing or undermining the individual or fostering hatred and/or prejudice towards individuals or particular groups.

Harassment of disabled people - can take the form of individuals being ignored or ridiculed because of mistaken assumptions about their capabilities. This may include inappropriate personal remarks, jokes or inappropriate reference to an individual's appearance.

Harassment on the grounds of a person's sexual orientation - include homophobic remarks or jokes, offensive comments relating to a person's sexual orientation, threats to disclose a person's sexual orientation to others or offensive behaviour/abuse relating to HIV or AIDS status. (The complication with harassment on grounds of sexual orientation is that the victim must be open about their sexual orientation in order to confront it.)

Harassment on the grounds of a person's gender reassignment - under the Sex Discrimination (Gender Reassignment) Regulations 1999, it is unlawful to discriminate against or harass anyone on the grounds of their current or intended gender reassignment.

*See Appendix 1 on further distinctions in unacceptable forms of verbal and non-verbal conduct.*

- Bullying is the exercise of power over another person through negative behaviour, which undermines him/her personally and/or professionally. Power includes the power to coerce others through fear or intimidation, which is not always synonymous with status. Bullying places inappropriate pressure on the recipient and has the effect of isolating or excluding them. Bullying can take the form of shouting, sarcasm or derogatory remarks concerning job performance or constant criticism. Bullying should be distinguished from vigorous debate - or the actions of a manager making reasonable (but perhaps unpopular) request from his/her staff.

Bullying and harassment should be distinguished from a manager legitimately employing performance management or disciplinary procedures in accordance with Help the Needy's policy.

This list is not exhaustive. Bullying and harassment may also take place on the grounds of a person's age, religion or any other characteristic that makes them different. From here on in the policy, "harassment" shall be used to refer to both bullying and harassment.

#### **4 General Principles.**

- 4.1 A member of staff who feels that (s) he is the subject of harassment (either by a colleague, a volunteer or anyone else whom they come into contact with in the course of their work) may wish to make a note of incidents, dates, time and any witnesses, for future reference. Any members of staff who considers themselves to have been subject to harassment have the right to be listened to and given advice on how the matter might be resolved. Staff should feel that they could approach a number of people within Help the Needy.

Should harassment occur in a group situation, the person in authority has the responsibility to recognise harassment when it occurs and take speedy action to stop it. Silence or inaction can be seen as collusion and endorsement of such behaviour. If the person in authority is the harasser, others within the group should support the individual being harassed in taking action to report the harassment.

- 4.2. How will allegations of harassment be dealt with?

If a member of staff feels that they are being harassed, they have a number of options open to them:

- They may speak directly to the individual concerned or write to him/her expressing their concerns and requesting that the harassing behaviour stop immediately.
- If they achieve no success, they may wish to talk to someone in order to obtain another perspective on the situation and to ensure that someone else knows about it and can take action with them to ensure that it stops.
- A final option is to make a formal complaint.

#### 4.3 The informal approach

Members of staff wishing to seek advice or discuss concerns about harassment may approach their line manager or another manager within Help the Needy. All trustees and managers within Help the Needy will receive briefing on the implementation of this policy and training will be provided. It is acknowledged that some members of staff may wish to seek informal or formal advice from their trade union representative.

Anyone approached by a member of staff who wishes to discuss the matter informally should:

- Find a quiet place to discuss the issue confidentially and without interruption
- Listen carefully to what they are being told and ensure they understand the full facts
- When they are sure they understand and feel confident to do so, they should discuss the options open to the individual.

Anyone approaching a manager for advice may wish to be accompanied by a work colleague. Confidentiality is very important in dealing with cases of alleged harassment as they are usually much more difficult to resolve informally if the matter becomes common knowledge.

If the person approached wishes to seek advice on how to deal with an alleged case of harassment, they should ask the approval of the person who has confided in them to take that course of action. Managers in such circumstances may consult HR.

Having heard the facts about the incident, there are a number of informal options available to the individual to resolve the matter:

- The person who has experienced harassment could talk to the individual on his/her own, or with a colleague accompanying him/her
- Alternatively, the manager could facilitate a meeting between both parties to give the complainant the opportunity to talk to the respondent and explain his/her view of the offending behaviour.

A manager should not take action following an informal approach without the agreement of the individual concerned.

The action outlined above will be appropriate in many cases and will often be sufficient to resolve the matter. Where it is possible to resolve the matter by informal means, every effort should be made to do so and as swiftly as possible. A formal complaint should only be submitted as a 'final option', where the informal approach has not achieved satisfactory results, or in exceptional circumstances where the nature of the incident(s) warrants a more formal approach.

#### 4.4 The Formal Approach

If the informal approach has failed, a formal complaint should be made in writing as soon as possible to the CEO. Complaints about the CEO should be made to the Board of Trustees. For complaints about Trustees, advice should be sought from an HR advisor.

A formal complaint of harassment should include the nature of the complaint, with reference to dates, times and places (where possible) in relation to specific incident(s) and any (unsuccessful) efforts to resolve the matter. The names of any witness(es) to the incident(s) should also be included. Witnesses can request anonymity and this can be granted, though it is not encouraged in the interests of natural justice.

Where necessary, it may be desirable to create environments where the complainant and the defendant can work separately, or at least not in isolation together, if this is not already the case.

#### 4.5 Investigating a formal complaint

The CEO will consider a formal complaint. Where there has been no attempt to resolve the matter informally, the complainant may be asked to follow an informal route to resolution before a formal panel is convened.

A panel of three will be appointed to consider the complaint formally. The chair is responsible for ensuring the meetings taken place within the agreed timeframe. The panel will include a manager, and where possible, a union representative and a colleague with a legal background. An HR representative will act as secretary and advisor to

the panel. No member of the panel should belong to the department of the complainant or the respondent. Where possible, the panel should reflect a varied profile in terms of race, gender, disability and sexual orientation.

Process	Timeframe
Register Formal Complaint	Week 1
Formal acknowledgement of complaint issued from HR	Week 1
Respondent notified in writing by HR of complaint and date set for written response. Complainant given a copy.	Week 1
HR set up investigatory panel and agrees date of hearing from the outset.	Week 2
Notification to all parties of date of hearing.	Week 2
All documents submitted to panel.	Week 3
Pre meeting briefing for investigatory panel.	Week 4
First meeting of panel	Week 4
Decision made by panel	Week 4
Outcome of investigatory panel conveyed in writing to complainant and respondent.	Week 4

A panel briefing on harassment and bullying will take place at the first pre meeting of each formal investigation panel. A trade union representative or work colleague may accompany any complainant/respondent required to attend an investigatory panel meeting.

Concerning confidentiality, it is important to ensure that the matter is not discussed with others outside the investigatory panel, unless there is a legitimate reason for them to do so i.e. in order to be able to respond to an allegation, investigate and take action. A complaint of harassment may involve matters that are of a distressing or personal nature and which the complainant may find difficult to discuss in detail. The meeting should therefore be conducted with utmost sensitivity. A written record of the meeting will be made by the secretary (HR representative), which may be presented as evidence in any subsequent disciplinary hearing.

The role of the panel will be to interview the complainant, the respondent and consider any other relevant witness statements to produce a report of its investigation outlining any proposals for action (this will be summarised as investigation minutes and adjournment notes). Any action between meetings, which could be considered as retaliation or victimisation, should be considered by the panel. The minutes from the meeting will be submitted to the CEO to determine

what actions, if any, need to be made. Where a complaint is upheld, action will be taken in all cases irrespective of the seniority of the respondent. The minutes of the meetings will not be kept in any colleague's personal file, after the investigatory proceedings are completed.

## 5 Actions following the investigation of a complaint.

Where an allegation is of a serious nature under the disciplinary procedure (e.g. gross misconduct), consideration will be given to take immediate action under that procedure, which may include suspending the respondent from work. The procedures set out in this document allow any action to be taken under Help the Needy's disciplinary procedures. Where appropriate, training and/or counselling may be offered to the offender to assist him/her in understanding how to avoid repeating the offending behaviour. Counselling may also be offered to the complainant.

Following a formal harassment complaint, the respondent/complainant may be concerned about working with the other again. Due regard of such views should be taken and a transfer of one or both parties to another department or location may be appropriate in some cases. Where a complaint has been upheld, the Manager should monitor the situation to make sure there is no repeat in the offending behaviour and/or victimisation and/or lack of management. Following a finding of harassment or bullying any repeat behaviour of this type will result in disciplinary action.

If either the complainant or the respondent feels that a formal investigation of a harassment complaint involving them has not been dealt with to their satisfaction, they may raise their concerns via the appropriate Grievance procedure.

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## CODE OF CONDUCT

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## **CODE OF CONDUCT**

### **1. INTRODUCTION**

1.1 This Code of Conduct has been drafted for all members of staff, trustees and volunteers to help in remembering and understanding that the Charity is a professional organisation.

1.2 This Code is applicable to the following :-

- All employees of the Charity, including volunteers and staff.
- All locations within which the Charity operates

1.3 Management and immediate superiors will be responsible for administering the provisions of the Code and acting to resolve issues under the Code.

1.4 Disciplinary and Grievance Procedures are contained in a later section of the Handbook and are administered by management and immediate superiors.

### **2 PURPOSE & APPLICATION OF THE CODE OF CONDUCT.**

**2.1** The Charity staff must at all times observe the highest standards of principles, in the areas of integrity, fairness and understanding of other cultures and ethnic groups.

**2.2** This Code of Conduct is a guidance tool to uphold the Charity's values by ensuring that all staff are aware of their actions and behaviour. This is vital in maintaining everyone's confidence in the Charity's work.

Therefore all staff should:-

- Know, understand and act by the principles within the Code.
- Be aware of all of the Charity's policies and procedures. These should also be made available to new staff.
- Ask their line manager or the Director if they have any queries as to the application of this Code.
- Understand international codes of conduct which are applicable to the Charity's work.
- Contractors or consultants working with the Charity will be expected to abide by the standards and principles set out in the Code and to seek advice when in doubt.



### **3 ABUSE OF POWER.**

3.1 Staff cannot abuse the power given to them in the line of their work, and must at all times maintain a professional rapport with everyone they may work with.

- Staff are not to use the power of their position for their own benefit or for the benefit of family members and friends.
- Staff are not permitted to receive personal gifts of money, materials or services from beneficiaries or subcontractors.
- In situations where contracts to provide services for the Charity are being facilitated by staff, all such contracts are to be fair, equitable, written and signed by all parties.

### **4 OTHER POLICIES**

4.1 The Charity stands by all its policies and expects that all staff will familiarise themselves and uphold the policies which maintain a high standard of professionalism in all aspects of their work.

### **5 CONFLICTS OF INTEREST**

5.1 Where a conflict of interest arises between the Charity's work and personal activities, staff must ensure:-

- Business relationships are not formed between staff's extended family and the Charity.
- Staff that also manage private businesses or have a financial interest in businesses are not permitted to sign contracts between the Charity and those businesses.
- Where an employee becomes aware of a potential conflict of interest they must immediately discuss this matter with their line manager. The Charity will make every effort to ensure that the process of enhancing neutrality and fairness will not disadvantage staff.
- Where employees continue to permit a conflict of interest to remain, disciplinary processes may be invoked.
- All the Charity staff must declare any other employment they hold.

- The Charity is an independent body, which acts independently, transparently and with public confidence. With regard to matters directly affecting the Charity, staff with any political affiliations will not make political speeches or engage in political activities.

## **6 MEDIA RELATIONS**

- 6.1 The Charity recognises the importance of media coverage for the success of our programmes: therefore all media contact must be through the Director.

## **7 CONDUCT WITH OTHER STAFF**

- 7.1 Staff are encouraged to maintain open and professional relationships with each other. Differences in culture, religion and politics should be respected.

## **8 WEAPONS**

- 8.1 The Charity prohibits any weapons in any premises owned or operated by the Charity.

## **9 ALCOHOL AND DRUGS**

- 9.1 Staff are never allowed to work whilst under the influence of any drug related substance, legal or illegal, that affects the ability to perform their duties.
- 9.2 No such substances are permitted on the Charity's property.
- 9.3 Working under the influence of alcohol is considered gross misconduct and staff affected by alcohol during work periods will be dealt with in accordance with disciplinary proceedings (Please refer to the Disciplinary Procedure).
- 9.4 If staff are prescribed drugs, which may affect their ability to do their jobs, advice must be sought from their line manager on health and safety implications of this at the earliest opportunity.

Please remember that whether you are at work or enjoying private time, you are likely to be viewed as a representative of the Charity. Therefore, you are encouraged to maintain self-control and avoid the use of all substances, legal or otherwise.

## **10 ENFORCEMENT OF THE CODE OF CONDUCT.**

Disciplinary actions will be initiated by the line manager under the Disciplinary Procedure. In his/her absence, the responsibility is passed to management or immediate superiors.

## EXPENSES POLICY

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## Expenses

### 1 Reimbursement of expenses.

1.1 We will reimburse expenses properly incurred in accordance with this policy. Any attempt to claim expenses in breach of this policy may result in disciplinary action.

1.2 We publish information on the circumstances in which expenses need to be authorised before they are incurred and who can authorise them.

1.3 Expenses will only be reimbursed if they are:

(a) claimed using forms that are available from the Directors and submitted to the Director supervising you;

(b) submitted within one month of being incurred;

(c) supported by relevant documents (for example, VAT receipts, tickets, and credit or debit card slips); and

(d) where required, authorised in accordance with instructions in force at the time the expense was incurred.

1.4 Claims for authorised expenses submitted in accordance with this policy will be paid **by cheque OR directly into your bank/building society account.**

1.5 **In exceptional circumstances we may, at our discretion, agree to reimburse expenses that have not been incurred or submitted in accordance with this policy. In each case you should provide full details of why it was not possible to follow this policy. (ask client about this one )**

**1.6** Any questions about the reimbursement of expenses should be put to your supervisor before you incur the relevant costs.

## **2. Travel Expenses**

**2.1** We will reimburse the reasonable cost of necessary travel in connection with our business. The most economic means of travel should be chosen if practicable/possible and you should use existing travel cards or season tickets wherever possible. The following are not treated as travel in connection with our business:

- (a) travel between your home and usual place of work;
- (b) travel which is mainly for your own purposes; and
- (c) travel which, while undertaken on our behalf, is similar or equivalent to travel between your home and your usual place of work.

**2.2 Trains.** You will only be reimbursed for the cost of standard class travel unless expressly authorised in accordance with the current authorisation procedure to travel first class. A receipt should be obtained for submission with an expenses claim form.

**2.3 Taxis.** We do not expect you to take a taxi when there is public transport that would not greatly increase your journey time. However, when this is not the case, or the number of staff travelling together make it cost effective to do so, you can travel by taxi. A receipt should be obtained for submission with an expenses claim form.

**2.4 Car.** Where it is cost effective for you to use your car for business travel, and you have been authorised to do so, you can claim a mileage allowance on proof of mileage in accordance with the current authorised mileage rates authorised by HM Revenue & Customs. Details of the current mileage rates can be obtained from [your

supervisor. You can also claim for any necessary parking costs, which need to be supported by a receipt or the display ticket.

**2.5 Air travel.** If you are required to travel by plane in the course of your duties you should discuss travel arrangements with your supervisor in advance. Where possible, arrangements will be made by your supervisor on your behalf but where this is not possible you will be advised of the documentation that you will need to submit to reclaim expenses.

**2.6** Other than in exceptional circumstances, when we may exercise our discretion to do so, we will not reimburse any penalty fares or parking fines that you may incur while travelling on our business.

### **3. Accommodation and other overnight expenses**

**3.1** If you are required to stay away overnight in the course of your duties you should discuss accommodation arrangements with your supervisor in advance. Where possible, arrangements will be made by your supervisor on your behalf, but where this is not possible you will be advised of the documentation that you will need to submit to reclaim expenses.

**3.2** When you are required to stay away overnight in the course of your duties, to the extent that these are not included in the cost of accommodation, we will reimburse your reasonable out-of-pocket expenses provided they are supported by receipts for the following:

(a) breakfast up to a maximum of £ (how much) day;

(b) lunch and an evening meal (including non-alcoholic drinks) up to £ (how much) a day for lunch, £(how much) a day for an evening

meal or, where both are incurred on the same day, an overall maximum of £(how much) and

(c) a flat rate allowance of £(how much) for each night spent away from home for incidental expenses.

(d) 3.3 For the avoidance of any doubt, when the cost of attending an event (such as a conference) involving an overnight stay includes the cost of accommodation and/or meals, additional claims under this policy should not be made for those items.

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## **EMAIL AND INTERNET USAGE POLICY**

### **1. INTRODUCTION**

1.1 This Policy contains important rules covering electronic mail services ('e-mail') and access to the Internet. Many of the rules apply equally to the organisation's other methods of communicating with the outside world such as by letter, fax and telephone.

1.2 The organisation reserves the right to designate those users to whom it will provide Internet access and e-mail. Access may be revoked at any time to persons who misuse the system. In any event the Charity reserves the right to withdraw Internet access and e-mail from any user. Any e-mail or Internet account associated with the Charity or assigned by the Charity to individuals is the property of the Charity. Any information originating from those accounts is also the property of the Charity.

1.3 This Policy explains how e-mail and Internet access should be used. It explains what you are allowed to do and what you are not allowed to do. It is vital that you read this Policy carefully. You will be deemed to have read it within 30 days of receipt.

1.4 Failure to comply with the rules set out in this Policy:

- a. may result in legal claims against you and the firm; and
- b. may lead to disciplinary action being taken against you, which may include dismissal.

### **2. OUR PRACTICE**

- 2.1 The following disclaimer will be added to every e-mail sent from the Charity

"This e-mail and any files transmitted with it are confidential and privileged. This e-mail is intended solely for the use of the individual or entity to whom it is addressed. If you have received this e-mail in error please delete it and notify the sender or the IT Manager of Help the Needy on \_\_\_\_\_".

The organisation reserves the right to monitor e-mail correspondence and continued e-mail correspondence with one of our employees is deemed to be consent to such monitoring by senders and recipients.

### **3. PRIVACY**

3.1 By accessing the Internet and electronic mail services through facilities provided by the organisation, the user acknowledges that the Charity can monitor and examine all individual connections and communications. This may be done at any time without prior notice

3.2 Caution must be exercised in communicating personal and confidentially sensitive information when using e-mail systems.

### **4. GENERAL RULES: DO'S & DONT'S**

4.1 The firm's e-mail system is primarily for business use. Occasional and reasonable personal use is permitted provided that this does not interfere with the performance of your duties.

- 4.2 Keep hard copies of important e-mails sent and received and save into the document management system.
- 4.3 Keep all passwords secure.
- 4.4 Check your e-mail on each working day or arrange for a duly authorised person to do so on your behalf. Reply promptly to all e-mail messages requiring a reply. Where a prompt detailed response is not possible, send a short e-mail acknowledging receipt and giving an estimate of when a detailed response will/should be sent.
- 4.5 In the event of annual leave or known absences, a holiday rule must be set by the individual to inform senders of their absence from the office.
- 4.6 Do not impersonate any other person when using e-mail or amend messages received.
- 4.7 Do not import any document onto your system, or access floppy discs or CD-ROMs, without first checking them for viruses, using the approved Sophos software.
- 4.8 Do not create e-mail congestion by sending trivial messages or personal messages or by copying e-mails to those who do not need to see them.
- 4.9 Do not deliberately visit, view, or download any material from any web site containing sexual or illegal material or material, which is offensive in any way whatsoever.
- 4.10 Do not subscribe to any bulletin boards, newsgroups or any other Internet service of any kind whatsoever without prior permission.

4.11 Do not download software onto the firm's system without prior permission. This includes screensavers, software and shareware available for free on the Internet.

4.12 When not in use, close down Explorer to free up bandwidth for other users.

## 5. **HARASSMENT**

5.1 The charity's policy is that harassment for reasons of a sexual or racial nature or pertaining to a disability will not be allowed or condoned. The use of e-mail for sexual or any other form of harassment is barred. If you receive or have knowledge of e-mails containing messages which could amount to harassment or otherwise inappropriate messages you should report this information in accordance with the Grievance Procedure, set out in Staff Handbook.

## 6. **DEFAMATION**

6.1 Defamation is the publication to a third party of an untrue statement tending to lower the subject of the statement in the estimation of right-thinking members of society generally or causing him or her to be shunned or avoided. If an e-mail contains a defamatory statement then the author of the e-mail will be legally liable for any damage it causes to the reputation of the individual concerned.

## 7. **COPYRIGHT**

- 7.1 The law of copyright applies to publications in digital and electronic form in the same way as it does to books and other forms of publication (including computer software). You are not permitted to download software onto the organisation's system without prior permission. You should also ensure that any other publications accessed on the Internet are not subject to copyright before they are used by you.

## **8. ENTERING CONTRACTS**

- 8.1 Although e-mail is widely thought of as an informal means of communication, it is capable of forming or varying a contract in the same way as a written letter. You must ensure that you only send e-mails forming or varying a contract if you have been authorised to do so by a Manager of the organisation.

## **9. PORNOGRAPHY**

- 9.1 The downloading and/or circulation of pornography is not permitted and any employee involved with the downloading and/or circulation of pornography will be disciplined in accordance with the Charity's disciplinary policy. It is a criminal offence to publish obscene or paedophilic material and any employee involved in the downloading or transmitting of such material will be dismissed summarily for gross misconduct.

## **10. AMENDMENTS**

- 10.1 The Charity may amend this Policy at any time.

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## MATERNITY POLICY

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## **1. General principles**

- a. This policy outlines the statutory rights and responsibilities of employees who are pregnant or have recently given birth, and sets out the arrangements for ante-natal care, pregnancy-related sickness, health and safety, and maternity leave. It does not apply to agency workers and the self-employed.
- b. The policy does not form part of your contract of employment and we may amend it at any time.

## **2. Definitions**

The definitions in this paragraph apply in this policy.

Expected Week of Childbirth (EWC): the week, starting on a Sunday, in which your doctor or midwife expects you to give birth.

Qualifying week: the fifteenth week before the EWC.

MAT B1: the certificate from the midwife or doctor with your EWC.

## **3. Notification REQUIRMENTS.**

- c. You must inform us as soon as possible that you are pregnant. This is important as there may be health and safety considerations (see paragraph 0, Health and safety).
- d. Before the end of the Qualifying Week, or as soon as reasonably practical afterwards, you must tell us:
  - i. that you are pregnant;
  - ii. the Expected Week of Childbirth (EWC); and
  - iii. the date on which you would like to start your maternity leave (see paragraph 0, Starting maternity leave).
- e. You must provide a certificate from a doctor or midwife (usually on a MATB1 form) confirming your EWC.
- f. You can change your mind about when you want to start your leave by letting your director know in writing at least 28 days before the revised date. You may only give shorter notice if it has not been reasonably practicable for you to comply with this timeframe.

4. **Time off for ante-natal care**

- g. If you are pregnant you may take reasonable paid time off during working hours for ante-natal care. This may include any relaxation or parent craft classes that your doctor, midwife or health visitor has advised you to attend. You should try to give us as much notice as possible of the appointment and try to arrange the appointments as near to the start or the end of the working day as possible.
- h. We may ask you to provide the following, unless it is the first appointment:
  - i. a certificate from the doctor, midwife or health visitor stating that you are pregnant; and
  - ii. an appointment card.

5. **Sickness**

- i. Periods of pregnancy-related sickness absence shall be paid in accordance with the statutory sick pay scheme in the same manner as any other sickness absence. Any payment of sick pay in excess of this as a result of pregnancy-related sickness shall be entirely at our discretion.
- j. Periods of pregnancy-related sickness absence from the start of your pregnancy until the end of your maternity leave will be recorded separately from other sickness records and will be disregarded in any future employment-related decisions.
- k. If you are absent for a pregnancy-related reason during the four weeks before your EWC, your maternity leave will usually start automatically (see paragraph 0, Starting maternity leave).

6. **Health and safety**

- l. We have a general duty to take care of the health and safety of all employees. We are also required to carry out a risk assessment to assess the workplace risks to women who are pregnant, have given birth within the last six months or are still breastfeeding.
- m. We will provide you with information as to any risks identified in the risk assessment, and any preventive and protective measures that have been or will be taken. If we consider that, as a new or expectant mother, you would be exposed to health hazards in carrying out your normal work we will take such steps as are necessary (and for as long as is necessary) to avoid those risks. This may involve:
  - i. changing your working conditions or hours of work;



- ii. offering you suitable alternative work on terms and conditions that are the same or not substantially less favourable; or
- iii. suspending you from duties, which will be on full pay unless you have unreasonably refused suitable alternative work.

7. **Maternity leave**

- n. Shortly before your maternity leave starts we shall discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.
- o. All employees are entitled to up to 52 weeks' maternity leave which is divided into:
  - i. Ordinary maternity leave of 26 weeks (OML).
  - ii. Additional maternity leave of a further 26 weeks immediately following OML (AML).

8. **Starting maternity leave**

- p. The earliest date you can start maternity leave is 11 weeks before the EWC (unless your child is born prematurely before that date).
- q. You must notify us of your intended start date in accordance with paragraph 0. We will then write to you within 28 days to inform you of the date we will expect you to return to work if you take your full entitlement to maternity leave (Expected Return Date).
- r. You can postpone your intended start date by informing us in writing at least 28 days before the original intended start date, or if that is not possible, as soon as reasonably practicable.
- s. You can bring forward the intended start date by informing us at least 28 days before the new start date, or if that is not possible, as soon as reasonably practicable.
- t. Maternity leave shall start on the earlier of:
  - i. your intended start date (if notified to us in accordance with this policy); or
  - ii. the day after any day on which you are absent for a pregnancy-related reason during the four weeks before the EWC; or

- iii. the day after you give birth.
- u. If you are absent for a pregnancy-related reason during the four weeks before the EWC, you must let us know as soon as possible in writing. Maternity leave will be triggered under paragraph 2t.ii unless both parties agree to delay it.
- v. If you give birth before your maternity leave was due to start, you must let us know the date of the birth in writing as soon as possible.
- w. The law prohibits you from working during the two weeks following childbirth.

## 9. **Terms and conditions during OML and AML**

All the terms and conditions of your employment remain in force during OML and AML, except for the terms relating to pay. In particular:

- i. annual leave entitlement under your contract shall continue to accrue (see paragraph 0, Annual leave); and

## 10. **Annual leave**

10.1 During OML and AML, annual leave will accrue at the rate provided under your contract.

10.2 Annual leave cannot usually be carried over from one holiday year to the next. If the holiday year is due to end during your maternity leave, you should ensure that you have taken the full year's entitlement before starting your maternity leave.

10.3 Our holiday year runs from 1st January to 31st December.

## 11 **Redundancies during maternity leave**

In the event that your post is affected by a redundancy situation occurring during your maternity leave, we shall write to inform you of any proposals and shall invite you to a meeting before any final decision is reached as to your continued employment. Employees on maternity leave shall be given first refusal on any suitable alternative vacancies that are appropriate to their skills.

## 12 **Maternity pay**

12.1 Statutory maternity pay (SMP) is payable for up to 39 weeks. SMP will stop being payable if you return to work (except where you are simply keeping in touch in accordance with paragraph 15. See paragraph 0, Keeping in touch).

You are entitled to SMP if:

- ii. you have been continuously employed for at least 26 weeks at the end of your Qualifying Week and are still employed by us during that week;
- iii. your average weekly earnings during the eight weeks ending with the Qualifying Week (the Relevant Period) are not less than the lower earnings limit set by the government;
- iv. you provide us with a doctor's or midwife's certificate (MAT B1 form) stating your EWC;
- v. you give at least 28 days' notice (or, if that is not possible, as much notice as you can) of your intention to take maternity leave; and
- vi. you are still pregnant 11 weeks before the start of the EWC or have already given birth.

12.2 SMP is calculated as follows:

- vii. First six weeks: SMP is paid at the Earnings-Related Rate of 90% of your average weekly earnings calculated over the Relevant Period;
- viii. Remaining 33 weeks: SMP is paid at the Prescribed Rate which is set by the Government for the relevant tax year, or the Earnings-Related Rate if this is lower.

12.3 SMP accrues from the day on which you commence your OML and thereafter at the end of each complete week of absence. SMP payments shall be made on the next normal payroll date and income tax, National Insurance and pension contributions shall be deducted as appropriate.

12.4 You shall still be eligible for SMP if you leave employment for any reason after the start of the Qualifying Week (for example, if you resign or are made redundant). In such cases, if your maternity leave has not already begun, SMP shall start to accrue in whichever is the later of:

- ix. the week following the week in which employment ends; or
- x. the eleventh week before the EWC.

12.5 If you become eligible for a pay rise before the end of your maternity leave, you will be treated for SMP purposes as if the pay rise had applied throughout

the Relevant Period. This means that your SMP will be recalculated and increased retrospectively, or that you may qualify for SMP if you did not previously qualify. We shall pay you a lump sum to make up the difference between any SMP already paid and the amount payable by virtue of the pay rise. Any future SMP payments at the Earnings-Related Rate (if any) will also be increased as necessary.

### 13 **Keeping in touch**

- 13.1 We may make reasonable contact with you from time to time during your maternity leave.
- 13.2 You may work (including attending training) for up to 10 days during maternity leave without bringing your maternity leave or SMP to an end. The arrangements, including pay, would be set by agreement with your line manager or Human Resources. You are not obliged to undertake any such work during maternity leave. In any case, you must not work in the two weeks following birth.
- 13.3 Shortly before you are due to return to work, we may invite you to have a discussion whether in person or by telephone about the arrangements for your return to work. This may include:
- xi. updating you on any changes that may have occurred;
  - xii. discussing any necessary training;
  - xiii. discussing any changes to working arrangements (for example if you have made a request to work part time. See paragraph 0, Returning to work part-time).

### 14 **Expected return date**

Once you have notified us in writing of your intended start date, we shall send you a letter within 28 days to inform you of your Expected Return Date. If your start date has been changed (either because you gave us notice to change it, or because maternity leave started early due to illness or premature childbirth) we shall write to you within 28 days of the start of maternity leave with a revised Expected Return Date.

- 14.2 We expect you to return on the Expected Return Date unless you tell us otherwise. It is helpful to us if you confirm during your maternity leave that you will be returning to work as expected.

15. **Returning early**

15.1 If you wish to return to work earlier than the Expected Return Date, you must give us eight weeks' prior notice. It is helpful if you give this notice in writing.

15.2 If insufficient notice is given, we may postpone your return date until 4 weeks (or 8 weeks if appropriate) after you gave notice, or to the Expected Return Date if sooner.

16. **Returning late**

16.1 If you wish to return later than the Expected Return Date, you should either:

(a) request unpaid parental leave [in accordance with our parental leave policy], giving us as much notice as possible but not less than [21 days]; or

(b) request paid annual leave in accordance with your contract, which will be at our discretion.

16.2 If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our usual sickness policy will apply

16.3 In any other case, late return will be treated as unauthorised absence.

17. **Deciding not to return**

17.1 If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of maternity leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period.

17.2 Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement.

17.3 This does not affect your right to receive SMP.

18. **Your rights when you return**

18.1 You are normally entitled to return to work in the same position as you held before commencing leave. Your terms of employment shall be the same as they would have been if you had not been absent.

18.2 However, if you have taken any period of AML or more than four weeks' parental leave, and it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

19. **Returning to work part-time**

We will deal with any requests by employees to change their working patterns (such as working part-time) after maternity leave on a case-by-case basis. There is no absolute right to insist on working part-time, but you do have a statutory right to request flexible working and we will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the business. It is helpful if requests are made as early as possible.

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## **1. Policy statement**

- 1.1 This sickness absence policy sets out procedures for reporting sickness absence and for the management of sickness absence in a fair and consistent way.
- 1.2 The Charity recognises that sickness absence can arise in different ways, from short intermittent periods of sickness to long-term absence, and for different reasons, for example: injuries; recurring conditions; or a serious illness requiring lengthy treatment.
- 1.3 We therefore wish to ensure that the reasons for sickness absence are understood in each case, investigated where necessary and that, where needed, measures are taken to assist those who have been absent by reason of sickness to return to work.
- 1.4 The Charity may vary the procedures set out in this policy, including any time-limits, as appropriate in any case.

## **2. WHO IS COVERED BY THE POLICY**

- 2.1 This policy covers working for the Charity at all levels and grades, including the Directors.
- 2.2 This policy does not form part of employees' contracts of employment and it may be amended at any time.

## **3. DISABILITIES**

- 3.1 The Charity is aware that sickness absence may be disability related. At each stage of the sickness absence meetings procedure (set out in paragraph 10 of this policy), particular consideration will be given to whether there are reasonable adjustments that could be made to the requirements of a job or other aspects of working arrangements that will provide support at work and/or assist a return to work.
- 3.2 Any employee who considers that they are affected by a disability or any medical condition which affects their ability to undertake their work should inform the management or immediate superiors.

## **4. SICKNESS ABSENCE REPORTING PROCEDURE**



- 4.1 Reception should ensure that:
- (a) Any sickness absence that is notified to them is reported to the management or immediate superiors.
  - (b) Arrangements are made, where necessary, to cover work and to inform colleagues and clients (while maintaining confidentiality).
- 4.2 Anyone who has reported in unwell or who has left work after being taken ill should expect to be contacted by the management or immediate superiors who will want to enquire after their health and be advised, if possible, as to their expected return date.
- 4.3 Anyone who expects to be absent for up to and including seven consecutive days must obtain a medical certificate from their GP covering the period of absence and stating the reason(s) for their absence. This should be forwarded to the management or immediate superiors as soon as possible.
- 4.4 If the absence continues, further medical certificates must be obtained to cover the whole period.
- 4.5 In cases of suspected abuse or where there is a concern about the level of or reason for absence, an individual may be required to provide a medical certificate for each absence regardless of duration. In such circumstances, the Charity will cover any costs incurred in obtaining such medical certificates, for absences of less than seven days, upon production of a GP's invoice.
- 4.6 When anyone who has reported in unwell or who has left work after being taken ill is absent for less than 5 working days they must complete an absence self-certification form and submit it to the management or immediate superiors as soon as possible on their return.

## 5. UNAUTHORISED ABSENCE

- 5.1 Cases of unauthorised absence will be dealt with under the Charity's policy.
- 5.2 Absence that has not been notified according to the sickness absence reporting procedure will be treated as unauthorised absence.
- 5.3 If a member of staff does not report for work and has not telephoned any partner to explain the reason for their absence, management or immediate superiors will make every reasonable effort to contact them, by telephone and in writing. This should not be treated by staff as a substitute for reporting their sickness absence as directed under this policy.

## 6. SICK PAY

- 6.1 All members of staff who are absent from work are entitled to:  
Statutory Sick Pay (SSP) provided the relevant requirements are satisfied.
- 6.2 If a period of sickness absence is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party, in respect of which damages are or may be recoverable, the member of staff must immediately notify RELEVANT OFFICER of that fact and of any claim, compromise, settlement or judgment made or awarded in connection with it and all relevant particulars that the Charity may reasonably require. The member of staff shall, if the Charity requires, cooperate in any related legal proceedings and shall refund to the Charity that part of any damages or compensation recovered by them relating to the loss of earnings for the period of sickness absence as the Charity may reasonably determine, less any costs incurred by them in connection with the recovery of such damages or compensation, provided that the amount to be refunded shall not exceed the total amount paid to the member of staff by the Charity in respect of the period of sickness absence.

## 7. KEEPING IN CONTACT DURING SICKNESS ABSENCE

- 7.1 Anyone absent on sick leave should expect to be contacted from time to time by management or immediate superiors in order to discuss their wellbeing, expected length of continued absence from work and any of their work that requires attention. Such contact is intended to provide reassurance and will be kept to a minimum in view of the needs of the Charity's business.
- 7.2 In the event that anyone absent on sick leave has any concerns, whether about the reason for their absence or their ability to return to work, they should feel free to contact their supervisor at any time.

## 8. MEDICAL ADVICE

- 8.1 The Charity may, at any time in operating this policy, ask a member of staff to consent to a medical examination by a doctor nominated by the Charity at the Charity.
- 8.2 The member of staff will be asked to agree that any report produced in connection with any such examination may be disclosed to the Charity and its advisers and that the Charity and its advisers may discuss the contents of the report with the relevant doctor.

## 9. RETURN-TO-WORK INTERVIEWS

9.1 The Charity will arrange for anyone absent on sick leave for more than ..... days to have a return-to-work interview with management or immediate superiors.

9.2 A return-to-work interview gives the Charity the opportunity to confirm that we have correctly recorded the reason for and number of days of absence. It also gives those returning from sickness absence the opportunity to raise any concerns or questions they have on their return to work, to bring any matters that they consider relevant to the attention of management or immediate superiors

## 10. RETURNING TO WORK FROM LONG-TERM SICKNESS ABSENCE

10.1 The Charity is committed to helping members of staff return to work from long-term sickness absence. As part of its sickness absence meetings procedure, the Charity will, where appropriate and possible, support returns to work by:

- (a) Obtaining medical advice;
- (b) Making reasonable adjustments to the workplace, working practices and working hours;

## 11. SICKNESS ABSENCE MEETINGS PROCEDURE

11.1 The Charity may apply this procedure whenever it considers it necessary, including, for example, when a member of staff:

- Has been absent due to illness on a number of occasions;
- Has discussed matters at a return to work interview that require investigation; and/or
- Has been absent for more than 5 days.

11.2 Unless it is impractical to do so, the Charity will give 7 days written notice of the date, time and place of a sickness absence meeting, the Charity will put any concerns about sickness absence and the basis for those concerns in writing or otherwise advise why the meeting is being called. A reasonable opportunity to consider this information before a meeting will be provided.

11.3 The meeting will be conducted by management or immediate superiors and will normally be attended by another partner/supervisor. You may bring a companion with you to the meeting (see Right to be accompanied, below).

11.4 Members of staff must take all reasonable steps to attend a meeting. Failure to do so without good reason may be treated as misconduct. When a member of

staff or their companion is unable to attend at the time specified they should immediately inform management or immediate superiors who will seek to agree an alternative time.

- 11.5 A meeting may be adjourned if management or immediate superiors are awaiting receipt of information, need to gather any further information or give consideration to matters discussed at a previous meeting. The employee will be given a reasonable opportunity to consider any new information obtained before the meeting is reconvened.
- 11.6 Confirmation of any decision made at a meeting, the reasons for it, and of the right of appeal will be given in writing within 7 of a sickness absence meeting (unless this time scale is not practicable, in which case it will be provided as soon as is practicable).
- 11.7 If, at any time, management or immediate superiors considers that a member of staff has taken or is taking sickness absence when they are not unwell, the management or immediate superiors may refer matters to be dealt with under the Charity's disciplinary policy.

## 12. RIGHT TO BE ACCOMPANIED AT MEETINGS

- 12.1 A member of staff may bring a companion to any meeting or appeal meeting under this procedure.
- 12.2 The companion may be either a trade union official or a fellow member of staff. Their identity must be confirmed to the management or immediate superiors conducting the meeting, in good time before it takes place.
- 12.3 Member of staff are allowed reasonable time off from duties without loss of pay to act as a companion. However, they are not obliged to act as a companion and may decline a request if they so wish.
- 12.4 Some companions may not be allowed: for example, anyone who may have a conflict of interest, or whose presence may prejudice a meeting. Companions should not normally work at another site, unless no-one reasonably suitable is available at the site at which the member of staff works.
- 12.5 The Charity may at its discretion, permit a companion who is not an member of staff or union official (for example, a family member) where this will help overcome particular difficulties caused by a disability, or difficulty understanding English.
- 12.6 A companion may make representations, ask questions, and sum up a member of staff's position, but will not be allowed to answer questions on their behalf.

A member of staff may confer privately with their companion at any time during a meeting.

13. STAGE 1: FIRST SICKNESS ABSENCE MEETING

13.1 This will follow the procedure set out in paragraphs 10 on the arrangements for and right to be accompanied at sickness absence meetings.

13.2 The purposes of the first sickness absence meeting may include:

- (a) Discussing the reasons for absence.
- (b) Where a member of staff is on long-term sickness absence, determining how long the absence is likely to last;
- (c) Where a member of staff has been absent on a number of occasions, determining the likelihood of further absences;
- (d) Considering whether medical advice is required;
- (e) Considering what, if any, measures might improve health and/or attendance; and/or
- (f) Agreeing a way forward, action that will be taken and a time-scale for review and/or a further meeting under the sickness absence procedure.

14. STAGE 2: FURTHER SICKNESS ABSENCE MEETING(S)

14.1 Depending on the matters discussed at the first stage of the sickness absence procedure, a further meeting or meetings may be necessary. Arrangements for meetings under the second stage of the sickness absence procedure will follow the procedure set out in paragraphs 11 on the arrangements for and right to be accompanied at sickness absence meetings.

14.2 The purposes of further meeting(s) may include:

- (a) Discussing the reasons for and impact of ongoing absence(s).
- (b) Where a member of staff is on long-term sickness absence, discussing how long the absence is likely to last.
- (c) Where a member of staff has been absent on a number of occasions, discussing the likelihood of further absences.
- (d) If it has not been obtained, considering whether medical advice is required. If it has been obtained, considering the advice that has been given and whether further advice is required.
- (e) Considering the member of staff's ability to return to/remain in their job in view both of their capabilities and the Charity's business needs and any adjustments that can reasonably be made to their job to enable them to do so.

- (f) Considering possible redeployment opportunities and whether any adjustments can reasonably be made to assist a member of staff to redeploy.
- (g) Where a member of staff is able to return from long-term sick leave, whether to their job or a redeployed job, agreeing a return to work programme.
- (h) If it is considered that a member of staff is unlikely to be able to return to work from long-term absence whether there are any benefits for which they should be considered.
- (i) Agreeing a way forward, action that will be taken and a time-scale for review and/or a further meeting(s). This may, depending on steps already taken by the Charity, include warning the member of staff that they are at risk of dismissal.

## 15. STAGE 3: FINAL SICKNESS ABSENCE MEETING

15.1 Where a member of staff has been warned that they are at risk of dismissal, the Charity may invite them to a meeting under the third stage of the sickness absence procedure. Arrangements for this meeting will follow the procedure set out in paragraphs 10 and 11 on the arrangements for and right to be accompanied at sickness absence meetings.

15.2 The purposes of the meeting will be:

- (a) To review the meetings that have taken place and matters discussed with the member of staff.
- (b) Where the member of staff remains on long-term sickness absence to consider whether there have been any changes since the last meeting under stage two of the procedure; either as regards the member of staff's possible return to work or opportunities for return or redeployment.
- (c) To consider any further matters that the member of staff wishes to raise.
- (d) To consider whether there is a reasonable likelihood of the member of staff returning to work or achieving the desired level of attendance in a reasonable time.

15.3 Termination will normally be with full notice or payment in lieu of notice.

## 16 APPEALS

- 16.1 A member of staff may appeal against the outcome of any stage of this procedure and may bring a companion to an appeal meeting (see Right to be accompanied, above).
- 16.2 An appeal should be made in writing, stating the full grounds of appeal, to management or immediate superiors within 7 days of the date on which the decision was sent.
- 16.3 Unless it is not practicable, between two days' and one week's written notice of an appeal meeting will be given. In cases of dismissal the appeal will be held as soon as possible. Any new matters raised in an appeal may delay an appeal meeting if further investigation is required.
- 16.4 A member of staff will be provided with written details of any new information which comes to light before an appeal meeting. They will also be given a reasonable opportunity to consider this information before the meeting.
- 16.5 Where practicable, an appeal meeting will be conducted by another partner senior to the individual who conducted the sickness absence meeting.
- 16.6 Depending on the grounds of appeal, an appeal meeting may be a complete rehearing of the matter or a review of the original decision.
- 16.7 Following an appeal the original decision may be confirmed, revoked or replaced with a different decision. The final decision will be confirmed in writing, if possible within 7 of the appeal meeting. There will be no further right of appeal.
- 16.8 The date that any dismissal takes effect will not be delayed pending the outcome of an appeal. However, if the appeal is successful, the decision to dismiss will be revoked with no loss of continuity or pay.

## **17. MONITORING AND REVIEW OF THE POLICY**

- 17.1 This policy is reviewed annually by the Directors.
- 17.2 The Charity will monitor the development and dissemination of good practice to ensure that the sickness absence policy and the sickness absence meetings procedure are achieving the stated objectives.

## **18. COMPASSIONATE LEAVE AND TIME-OFF FOR FAMILY EMERGENCIES.**

- 18.1 The Charity will consider all requests for compassionate leave and time-off to deal with family emergencies. The employee should raise the matter with one of the Directors and they will consider the request.

18.2 There is no contractual entitlement to remuneration for absences relating to compassionate leave or time off to deal with family emergencies. Any payment will be made at the absolute discretion of the charity.



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## **CAPABILITY POLICY**

### **1 Policy and principles**

- 1.1 The primary aim of this procedure is to provide a framework within which Directors can work with employees and volunteers to maintain satisfactory performance standards and to encourage improvement where necessary.
- 1.2 It is our policy to ensure that concerns over performance are dealt with fairly and that steps are taken to establish the facts. Employees should not be dismissed or subjected to formal sanctions for poor performance unless:
  - they have been given a written statement of the reasons for concern;
  - a fair hearing has been held; and
  - the employee has been given the right to an appeal hearing unless only a warning has been given.
- 1.3 Employees will not normally be dismissed for performance reasons without previous warnings. However, in serious cases of gross negligence, or in any case involving an employee who has not yet completed their probationary period, dismissal without previous warnings may be appropriate.

### **2 Review of Performance.**

- 2.1 A performance review will be carried out in relation to each employee at least once every year.
- 2.2 The timing of this performance review will vary depending on the employee's job and, in any event, will be at discretion of the Charity.
- 2.3 Details of any review procedures will be given to the employee and the employee will be required to comply with them at the time of any review in order to assist in making the process worthwhile.
- 2.4 Each employee's performance will be reviewed, independently of the annual review process, approximately three months after the start of their employment and at the end of any extended probationary period.

### **3 Disabilities**

- 3.1 At each stage, consideration should be given to whether the unsatisfactory performance is related to a disability and if so, whether there are reasonable adjustments that could be made to the requirements of the job or other aspects of the working arrangements
- 3.2 If you have difficulty at any stage of the procedure because of a disability, or wish to inform us of any medical condition you consider relevant, you should contact one of the Directors.

### **4 Informal discussions**

- 4.1 In the first instance, performance issues should normally be dealt with informally between you and a Director as part of day-to-day management. Informal discussions may be held with a view to (for example):
  - clarifying the required standards;
  - identifying areas of concern;
  - establishing the likely causes of poor performance and identifying any training needs;
  - setting targets for improvement; and/or
  - agreeing a time-scale for review.
- 4.2 In some cases an informal verbal warning may be given if the Supervisor deems it appropriate. This will not form part of your personnel record and there is no right of appeal.
- 4.3 The formal procedure should be used for more serious cases, or in any case where informal discussions have not resulted in a satisfactory improvement.

### **5 Capability hearings**

- 5.1 A capability hearing will be held at each stage of the procedure.
- 5.2 Unless it is impractical to do so, we will give you one week's written notice of the date, time and place of the capability hearing.

- 5.3 We will inform you in writing of our concerns over your performance and the basis for those concerns. You will have a reasonable opportunity to consider this information before the hearing.
- 5.4 The hearing will be held by a Director. You may bring a companion with you to the hearing (see Right to be accompanied, below).
- 5.5 You must take all reasonable steps to attend the hearing. Failure to attend a hearing without good reason may be treated as misconduct. If you or your companion cannot attend at the time specified you should inform us immediately and we will seek to agree an alternative time.
- 5.6 A hearing may be adjourned if we need to gather any further information or give consideration to matters discussed at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.
- 5.7 We will give you written confirmation of our decision, the reasons for it, and your right of appeal, within one week of a capability hearing (unless this time scale is not practicable, in which case we will confirm this information as soon as is practicable).

## **6 Right to be accompanied at hearings**

- 6.1 You may bring a companion to any capability or appeal hearings under this procedure. The companion may be either a trade union official or a fellow employee. You must tell the Partner conducting the hearing who your chosen companion is, in good time before the hearing.
- 6.2 Employees are allowed reasonable time off from duties without loss of pay to act as a companion. There is no duty on employees to act as a companion if they do not wish to do so.
- 6.3 In some circumstances your choice of companion may not be allowed: for example, anyone who may have a conflict of interest, or whose presence may prejudice the hearing. Your companion should not normally be an employee working at another site, unless no-one reasonably suitable is available at the site at which you work.
- 6.4 We may, at our discretion, allow you to bring a companion who is not an employee or union official (for example, a member of your family) where this will help overcome a particular difficulty caused by a disability, or where you have difficulty understanding English.

6.5 Your companion may make representations, ask questions, and sum up your case, but will not be allowed to answer questions on your behalf. You may confer privately with your companion at any time during the hearing.

**7 Stage 1: first capability hearing**

7.1 Where performance is unsatisfactory, and informal steps have either failed to resolve the situation or are not appropriate, a first capability hearing will be held. This will follow the procedure set out in paragraph and paragraph.

7.2 The purposes of the first capability hearing include:

- (a) setting out the required standards that are considered not to have been met;
- (b) establishing the likely causes of poor performance;
- (c) allowing you the opportunity to explain the poor performance and ask any relevant questions;
- (d) discussing measures, such as additional training or supervision, which may improve performance;
- (e) setting targets for improvement; and
- (f) setting a time-scale for review.

7.3 Following the hearing, if we decide that it is appropriate to do so, we will give you a first written warning setting out:

- (a) the areas in which you have not met the required performance standards;
- (b) targets for improvement;
- (c) any measures, such as additional training or supervision, which will be taken with a view to improving performance;
- (d) a time-scale for review;
- (e) the consequences of failing to improve within the review period, or of further unsatisfactory performance.

- 7.4 The warning will normally remain active for six months, after which time it will normally be disregarded for the purposes of the capability procedure. A record of the warning will form a permanent part of your personnel record.
- 7.5 Your performance will be monitored and at the end of the review period we will write to inform you of the next step, as follows:
- (a) if your Supervisor is satisfied with your performance, no further action will be taken;
  - (b) if your Supervisor is not satisfied, the matter may be progressed to Stage 2; or
  - (c) if the Supervisor feels that there has been a substantial but insufficient improvement, the review period may be extended

## **8 Stage 2: second capability hearing**

- 8.1 If your performance does not improve within the review period, or if there are further instances of poor performance while your first written warning is still active, we will hold a second capability hearing. This will follow the procedure set out in paragraph 5 and paragraph 6.
- 8.2 The purposes of the second capability hearing include:
- (a) setting out the required standards that are considered not to have been met;
  - (b) establishing the likely causes of poor performance including any reasons why the measures taken so far have not led to the required improvement;
  - (c) allowing you the opportunity to explain the poor performance and ask any relevant questions;
  - (d) identifying further measures, such as additional training or supervision, which may improve performance;
  - (e) setting targets for improvement; and
  - (f) setting a time-scale for review
- 8.3 Following the hearing, if we decide that it is appropriate to do so, we will give you a final written warning, setting out:

- (a) the areas in which you have not met the required performance standards;
- (b) targets for improvement;
- (c) any measures, such as additional training or supervision, which will be taken with a view to improving performance;
- (d) a further time-scale for review;
- (e) the consequences of failing to improve within the time-scale, or of further unsatisfactory performance.

8.4 A final written warning will normally remain active for six months, after which time it will be disregarded for the purposes of the capability procedure. A record of the warning will form a permanent part of your personnel record.

8.5 Your performance will be monitored and at the end of the review period we will write to inform you of the next step, as follows:

- (a) if your Supervisor is satisfied with your performance, no further action will be taken;
- (b) if your Supervisor is not satisfied, the matter may be progressed to a stage 3 capability hearing; or
- (c) if the Supervisor feels that there has been a substantial but insufficient improvement, the review period may be extended.

## 9 **Stage 3: dismissal or redeployment**

9.1 If your performance does not improve within the further review period set out in the final written warning, or if there are further serious instances of poor performance while your final written warning is still active, we will hold a further capability hearing. This will follow the procedure set out in paragraph 5 and paragraph 6.

9.2 The purposes of the stage 3 hearing include:

- (a) setting out the required standards that are considered not to have been met;
- (b) identifying areas in which performance is still unsatisfactory;

- (c) allowing you the opportunity to explain the poor performance and ask any relevant questions;
- (d) establishing whether there are any further steps that could reasonably be taken to rectify the poor performance;
- (e) establishing whether there is any reasonable likelihood of the required standard of performance being met within a reasonable time; and
- (f) discussing whether there is any practical alternative to dismissal, such as redeployment to any suitable job that is available at the same or lower grade.

9.3 In exceptional cases where we believe that there is a reasonable likelihood of the necessary improvement being made within a reasonable time, a further review period will be set and the final written warning extended.

9.4 If performance remains unsatisfactory and there is to be no further review period, we may:

- (a) redeploy you into another suitable job at the same or if your contract permits a lower grade; or
- (b) dismiss you.

9.5 Dismissal will normally be with full notice or payment in lieu of notice, unless you are guilty of gross misconduct within the meaning of our disciplinary policy, in which case we may dismiss you without notice or any pay in lieu.

## 10 **Appeals**

10.1 You may appeal against the outcome of any stage of the formal capability procedure. If you wish to appeal you should do so in writing, stating your full grounds of appeal, to Human Resources Partner within one week of the date on which you were informed of the decision.

10.2 Unless it is not practicable, we will give you between two days' and one week's written notice of the appeal hearing. In cases of dismissal the appeal will be held as soon as possible.

10.3 Where practicable, the appeal hearing will be held by a Partner -who is senior to the person who conducted the capability hearing. You may



bring a companion with you to the appeal meeting (see Right to be accompanied, above).

- 10.4 If you raise any new matters in your appeal we may need to carry out further investigation. If any new information comes to light we will provide you with details in writing. You will have a reasonable opportunity to consider this information before the hearing.
- 10.5 Depending on the grounds for your appeal, the appeal hearing may be a complete rehearing of the matter or a review of the original decision.
- 10.6 Following the appeal we may:
  - (a) confirm the original decision;
  - (b) revoke the original decision; or
  - (c) substitute a different outcome.
- 10.7 Our final decision will be confirmed to you in writing, if possible within one week of the appeal hearing. There will be no further right of appeal.
- 10.8 The date that any dismissal takes effect will not be delayed pending the outcome of an appeal. However, if the appeal is successful, the decision to dismiss you will be revoked with no loss of continuity or pay.

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## **DISCIPLINARY POLICY**

### **1. Policy statement**

- 1.1 The aim of this disciplinary procedure is to provide a framework within which the Directors can work with employees to maintain satisfactory standards of conduct and to encourage improvement where necessary. While the Charity does not intend to impose unreasonable rules of conduct on its employees, certain standards of behaviour are necessary to maintain good industrial order and discipline in the interest of all employees.
- 1.2 The disciplinary procedure has three stages (Section 9) and we reserve the right to initiate the procedure at any stage taking into account the alleged misconduct of an employee and all the circumstances of the matter.
- 1.3 It is our policy to ensure that any disciplinary matter is dealt with fairly and that steps are taken to establish the facts.

### **2 General principles**

- 2.1 This procedure is for guidance only and does not form part of your contract of employment. We may amend it at any time it does not apply to cases involving:
  - (a) genuine sickness absence;
  - (b) proposed redundancies; or
  - (c) poor performance or capability.

In those cases reference should be made to the appropriate procedure in the Staff Handbook.

- 2.2 The Charity reserves the right not to apply this disciplinary procedure to any employee with less than one year's continuous employment.
- 2.3 Minor conduct issues can often be resolved informally between you and a Director. These discussions should be held in private and without undue delay whenever there is cause for concern. In some cases an informal verbal warning may be given, which will not appear on your personnel records. Formal steps will be taken under this procedure if the matter is not resolved, or if informal discussion is not appropriate (for example, because of the seriousness of the allegation).
- 2.4 You will not normally be dismissed for a first act of misconduct, unless we decide it amounts to gross misconduct or you have not yet completed your probationary period. We will normally give you a warning and a chance to improve.

- 2.5 If you have difficulty at any stage of the procedure because of a disability, you should discuss the situation with a Director as soon as possible.

### **3 Confidentiality**

- 3.1 Our aim is to deal with disciplinary matters sensitively and with due respect for the privacy of any individuals involved. All employees must treat as confidential any information communicated to them in connection with an investigation or disciplinary matter.
- 3.2 Neither you, nor any companion or witnesses may make any electronic recordings of any meetings or hearings conducted under this procedure.
- 3.3 You will normally be told the names of any witnesses whose evidence is relevant to disciplinary proceedings against you, unless we believe that a witness's identity should remain confidential.

### **4 Investigations**

- 4.1 The purpose of an investigation is for us to establish a fair and balanced view of the facts relating to any disciplinary allegations against you, before deciding whether to proceed with a disciplinary hearing. The amount of investigation required will depend on the nature of the allegations and will vary from case to case. It may involve interviewing and taking statements from you and any witnesses, and/or reviewing relevant documents.
- 4.2 Investigative interviews are solely for the purpose of fact-finding and no decision on disciplinary action will be taken until after a disciplinary hearing has been held.
- 4.3 You do not normally have the right to bring a companion to an investigative interview. However, we may allow you to bring a companion if it helps you to overcome any disability, or any difficulty in understanding English.
- 4.4 You must cooperate fully and promptly in any investigation. This will include informing us of the names of any relevant witnesses, disclosing any relevant documents to us and attending investigative interviews if required.
- 4.5 The investigator(s) will not make decisions relating to the outcome of the case and will only attend any disciplinary hearing in order to present fact and supporting materials (as required).

### **5 Suspension**

- a. In cases where your continued presence in the office would hinder an investigation we may need to suspend you from work. The suspension will be for no longer than is necessary to investigate the allegations and we will confirm the arrangements to you in writing. While suspended you should not visit our premises or contact any of our clients, customers, suppliers, contractors or employees, unless you have been authorised to do so by one of the Directors.
- b. Suspension of this kind is not a disciplinary sanction and does not imply that any decision has already been made about your case. The nature of the suspension is precautionary, not disciplinary, pending the outcome of the disciplinary investigation. You will continue to receive your full basic salary and benefits during the period of suspension.

## **6 Notification of a hearing**

- a. Following any investigation, if we consider there are grounds for disciplinary action, we will inform you in writing of the allegations against you and the basis for those allegations. This will normally include:
  - i. a summary of relevant information gathered during the investigation;
  - ii. documents which will be used at the disciplinary hearing; and
  - iii. witness statements which will be used at the hearing, except where a witness's identity is to be kept confidential, in which case we will give you as much information as possible while maintaining confidentiality.
- b. We will give you written notice of the date, time and place of the disciplinary hearing. The hearing will be held as soon as reasonably practicable, but you will be given a reasonable amount of time, usually two to seven days, to prepare your case based on the information we have given you.

## **7 Right to be accompanied**

- a. You may bring a companion to any disciplinary or appeal hearings under this procedure. The companion may be either a trade union official or a colleague. You must tell one of the Directors who your chosen companion is, in good time before the hearing.
- b. Acting as a companion is voluntary and employees are under no obligation to do so. Employees will be allowed reasonable time off from duties without loss of pay to act as a companion.

- c. If your choice of companion is unreasonable we may ask you to choose someone else. For example:
  - i. if in our opinion your companion may have a conflict of interest or may prejudice the hearing; or
  - ii. if your companion works at another site and someone reasonably suitable is available at the site at which you work; or
  - iii. if your companion is unavailable at the time a hearing is scheduled and will not be available for more than five working days.
- d. We may, at our discretion, allow you to bring a companion who is not an employee or union official (for example, a member of your family) where this will help overcome a disability, or where you have difficulty understanding English.

## **8 Disciplinary hearings**

- a. If you or your companion cannot attend the hearing you should inform us immediately and we will arrange an alternative time. Failure to attend a hearing without good reason may be treated as misconduct in itself. If you fail to attend without good reason, or are persistently unable to do so (for example for health reasons), we may have to take a decision based on the available evidence.
- b. The hearing will be chaired by the Director. You may bring a companion with you to the disciplinary hearing (see paragraph 7).
- c. At the disciplinary hearing we will go through the allegations against you and the evidence that has been gathered. You will be able to respond and present any evidence of your own. Your companion may make representations to us and ask questions, but should not answer questions on your behalf. You may confer privately with your companion at any time during the hearing.
- d. You may ask relevant witnesses to appear at the hearing, provided you give us sufficient advance notice to arrange their attendance. You will not normally be permitted to cross-examine witnesses unless, in exceptional circumstances, we decide that a fair hearing could not be held otherwise. You will be given the opportunity to respond to any information given by a witness.
- e. We may adjourn the disciplinary hearing if we need to carry out any further investigations such as re-interviewing witnesses in the light of any new points you have raised at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

- f. Within one week of the disciplinary hearing we will inform you in writing of our decision and our reasons for it. Where possible we will also explain this information to you in person.

## **9 Disciplinary penalties**

- a. The usual penalties for misconduct are set out below. No penalty should be imposed without a hearing. We aim to treat all employees fairly and consistently, and a penalty imposed on another employee for similar misconduct will usually be taken into account but should not be treated as a precedent. Each case will be assessed on its own merits.
- b. Stage 1 - First written warning. A first written warning may be given by the management. It will usually be appropriate for a first act of misconduct where there are no other active written warnings on your disciplinary record. The exact nature of the suspected misconduct will be explained in full to the employee. If you are given a first written warning, this will give details of the complaint (misconduct) and will warn that further action will result if there is a repetition of the misconduct or no satisfactory improvement within the specified period. The written warning will contain specific actions and/or objectives that need to be fulfilled in order for agreed improvement to take place. A copy will be placed on your personal file, but will be disregarded for disciplinary purposes after six months subject to satisfactory conduct.
- c. Stage 2 - Final written warning: A final written warning may be authorised by the management. It will usually be appropriate for:
  - i. misconduct where there is already an active written warning on your record; or
  - ii. misconduct that we consider sufficiently serious to warrant a final written warning even though there are no other active warnings on file.

If the interviewer believes the complaint to be justified, you may be given a final written warning stating that if your conduct does not improve during a specified period, dismissal, or some other specific action, will result. The warning will contain specific actions and/or objectives that need to be fulfilled in order for agreed improvement to take place. A copy will be placed on your file, but will be disregarded for disciplinary purposes after 12 months subject to satisfactory conduct (although in exceptional cases the period may be longer, or the final written warning may not be disregarded).

- d. Stage 3 - Dismissal. Dismissal may be authorised by the Director. It will usually only be appropriate for:
  - i. any misconduct during your probationary period;

- ii. further misconduct where there is an active final written warning on your record; or
- iii. any gross misconduct regardless of whether there are active warnings on your record. Gross misconduct will usually result in immediate dismissal without notice or payment in lieu of notice (summary dismissal). Examples of gross misconduct are set out in our disciplinary rules.

Any decision to dismiss will be taken following a thorough review of all the evidence. The employee will be informed of the reasons for dismissal and the date on which the employment will terminate.

- e. Alternatives to dismissal. In some cases we may at our discretion consider alternatives to dismissal. These may be authorised by management or an immediate superior and will usually be accompanied by a final written warning. Examples include:
  - i. demotion;
  - ii. transfer to another department or job;
  - iii. a period of suspension without pay;
  - iv. loss of seniority;
  - v. reduction in pay;
  - vi. loss of future pay increment or bonus;
  - vii. loss of overtime.

## **10 Gross misconduct.**

- a. Offences under this heading are so serious that an employee who commits them will normally be summarily dismissed. In these cases, the Charity reserves the right to dismiss without notice of termination or payment in lieu of notice. Examples of gross misconduct are: -
  - Any breakage of the law, such as theft and unauthorised possession of Charity property, deliberate falsification of records or any other form of dishonesty.
  - Wilfully causing harm or injury to another employee.



- Performing an action that is liable to cause injury to other people or damage the Charity's property.
- Wilful refusal to obey a reasonable instruction.
- Incapacity through an excess of drugs or alcohol.

The above is intended as a guide and is not an exhaustive list.

## **11 Effect of a warning**

- a. Written warnings will set out the nature of the misconduct, the change in behaviour required, the period for which the warning will remain active, and the likely consequences of further misconduct in that period.
- b. A first written warning will usually remain active for six months and a final written warning will usually remain active for 12 months. Your conduct may be reviewed at the end of an active period and if it has not improved sufficiently we may decide to extend the active period.
- c. After the active period, the warning will be remain permanently on your personnel file but will be disregarded in deciding the outcome of future disciplinary proceedings.

## **12 Appeals against disciplinary action**

- a. If you feel that disciplinary action taken against you is wrong or unjust you should appeal in writing, stating your full grounds of appeal to the Director within one calendar week of the date on which you were informed of the decision.
- b. If you are appealing against dismissal, the date on which dismissal takes effect will not be delayed pending the outcome of the appeal. However, if your appeal is successful you will be reinstated with no loss of continuity or pay.
- c. We will give you written notice of the date, time and place of the appeal hearing. This will normally be two to seven days after you receive the written notice. In cases of dismissal the appeal will be held as soon as possible.
- d. Where possible, the appeal hearing will be conducted by a Manager who was not previously involved in the case. The Investigating Officer who conducted the disciplinary hearing will also usually be present. You may bring a companion with you to the appeal hearing.

- e. If you raise any new matters in your appeal we may need to adjourn the hearing to carry out further investigation. If any new information comes to light we will provide you with a summary including copies of any relevant documents and witness statements as set out under paragraph 6. You will have a reasonable opportunity to consider this information before the hearing resumes.
- f. The appeal hearing may be a complete rehearing of the matter or it may be a review of the original decision taking account of any new information. This will be at our discretion depending on the circumstances of your case.
- g. Following the appeal hearing we may:
  - i. confirm the original decision; or
  - ii. revoke the original decision; or
  - iii. substitute a different disciplinary sanction.
- h. We will inform you in writing of our final decision as soon as possible, usually within one week of the appeal hearing. Where possible we will also explain this to you in person. There will be no further right of appeal

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## **GRIEVANCE PROCEDURE**

### **1. General principles**

- 1.1 The object of this procedure is to provide an employee who considers that he/she has a grievance with an opportunity to have it examined quickly and effectively, and where a grievance is deemed to exist, have it resolved, if possible, at the earliest practicable moment at the first level of management.
- 1.2 This procedure applies to all employees regardless of length of service.
- (i) This procedure is for guidance only and does not form part of your contract of employment. We may amend the procedure as appropriate to a particular case.
  - (ii) Most grievances can be resolved quickly and informally through discussion with your If this does not resolve the problem you should use the formal procedure below.

### **Step 1: written grievance**

(a) You should put your grievance in writing and submit it to your immediate superior. If your grievance concerns your manager you may submit it to a more senior manager. The written grievance should contain a brief description of the reasons for your complaint, including any relevant facts, dates, and names of individuals involved so that we may investigate it if necessary.

### **Step 2: meeting**

- (a) We will invite you to a grievance meeting, which will normally be set for a date no more than two weeks after we have received your written grievance. You should make reasonable efforts to attend.
- (b) You have the right to bring a companion to any meetings under the procedure. The companion may be either a trade union official or a colleague. Employees are allowed reasonable time off from duties without loss of pay to act as a companion.
- (c) If you or your companion cannot attend at the time specified you should let us know as soon as possible and we will seek, within reason, to agree an alternative time.

- (d) We may adjourn the meeting if we need to carry out further investigations, after which the meeting will usually be reconvened.
- (e) We will confirm our decision and your right of appeal in writing within one week of the conclusion of the meeting.

**Step 3: appeals**

- (a) If you wish to appeal you should do so in writing to the management or immediate superior stating your full grounds of appeal, within one week of the date on which the decision was sent or given to you.
- (b) We will hold an appeal meeting, normally within two weeks of receiving the appeal. Where practicable, this will be held by someone senior to the person who conducted the grievance meeting.
- (c) Our final decision will be confirmed to you in writing within one week of the appeal hearing. This is the end of the procedure.

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## **1. Policy statement**

- 1.1 Everyone has rights with regard to how their personal information is handled. During the course of our activities we will collect, store and process personal information about our staff, and we recognise the need to treat it in an appropriate and lawful manner.
- 1.2 The types of information that we may be required to handle include details of [current, past and prospective employees,][suppliers,][customers,][OTHER] and others that we communicate with. The information, which may be held on paper or on a computer or other media, is subject to certain legal safeguards specified in the Data Protection Act 1998 (the Act) and other regulations. The Act imposes restrictions on how we may use that information.
- 1.3 This policy does not form part of any employee's contract of employment and it may be amended at any time. Any breach of this policy will be taken seriously and may result in disciplinary action.

## **2. Status of the policy**

- 2.1 [This policy has been approved by [APPROVING BODY].] It sets out our rules on data protection and the legal conditions that must be satisfied in relation to the obtaining, handling, processing, storage, transportation and destruction of personal information.
- 2.2 [The Data Protection Compliance Manager is responsible for ensuring compliance with the Act and with this policy. [That post is held by [NAME], [DEPARTMENT], [TELEPHONE EXTENSION], [E-MAIL ADDRESS].] Any questions or concerns about the operation of this policy should be referred in the first instance to the Data Protection Compliance Manager.]
- 2.3 If you consider that the policy has not been followed in respect of personal data about yourself or others you should raise the matter with your supervisor [or the Data Protection Compliance Manager].

## **3. Definition of data protection terms**

- 3.1 **Data** is information which is stored electronically, on a computer, or in certain paper-based filing systems.
- 3.2 **Data subjects** for the purpose of this policy include all living individuals about whom we hold personal data. A data subject need not be a UK national or resident. All data subjects have legal rights in relation to their personal data.

- 3.3 **Personal data** means data relating to a living individual who can be identified from that data (or from that data and other information in our possession). Personal data can be factual (such as a name, address or date of birth) or it can be an opinion (such as a performance appraisal).
- 3.4 **Data controllers** are the people who or organisations which determine the purposes for which, and the manner in which, any personal data is processed. They have a responsibility to establish practices and policies in line with the Act. We are the data controller of all personal data used in our business.
- 3.5 **Data users** include employees whose work involves using personal data. Data users have a duty to protect the information they handle by following our data protection and security policies at all times.
- 3.6 **Data processors** include any person who processes personal data on behalf of a data controller. Employees of data controllers are excluded from this definition but it could include suppliers which handle personal data on our behalf.
- 3.7 **Processing** is any activity that involves use of the data. It includes obtaining, recording or holding the data, or carrying out any operation or set of operations on the data including organising, amending, retrieving, using, disclosing, erasing or destroying it. Processing also includes transferring personal data to third parties.
- 3.8 **Sensitive personal data** includes information about a person's racial or ethnic origin, political opinions, religious or similar beliefs, trade union membership, physical or mental health or condition or sexual life, or about the commission of, or proceedings for, any offence committed or alleged to have been committed by that person, the disposal of such proceedings or the sentence of any court in such proceedings. Sensitive personal data can only be processed under strict conditions, and will usually require the express consent of the person concerned.

#### **4 Data protection principles**

Anyone processing personal data must comply with the eight enforceable principles of good practice. These provide that personal data must be:



- (a) Processed fairly and lawfully.
- (b) Processed for limited purposes and in an appropriate way.
- (c) Adequate, relevant and not excessive for the purpose.
- (d) Accurate.
- (e) Not kept longer than necessary for the purpose.
- (f) Processed in line with data subjects' rights.
- (g) Secure.
- (h) Not transferred to people or organisations situated in countries without adequate protection.

## **5. Fair and lawful processing**

- 5.1 The Act is intended not to prevent the processing of personal data, but to ensure that it is done fairly and without adversely affecting the rights of the data subject. The data subject must be told who the data controller is (in this case [EMPLOYER'S NAME]), [who the data controller's representative is (in this case the Data Protection Compliance Manager)], the purpose for which the data is to be processed by us, and the identities of anyone to whom the data may be disclosed or transferred.
- 5.2 For personal data to be processed lawfully, certain conditions have to be met. These may include, among other things, requirements that the data subject has consented to the processing, or that the processing is necessary for the legitimate interest of the data controller or the party to whom the data is disclosed. When sensitive personal data is being processed, more than one condition must be met. In most cases the data subject's explicit consent to the processing of such data will be required.

## **6. Processing for limited purposes**

Personal data may only be processed for the specific purposes notified to the data subject when the data was first collected or for any other purposes specifically permitted by the Act. This means that personal data must not be collected for one purpose and then used for another. If it becomes necessary to change the purpose for which the data is processed, the data subject must be informed of the new purpose before any processing occurs.

**7. Adequate, relevant and non-excessive processing**

Personal data should only be collected to the extent that it is required for the specific purpose notified to the data subject. Any data which is not necessary for that purpose should not be collected in the first place.

**8. Accurate data**

Personal data must be accurate and kept up to date. Information which is incorrect or misleading is not accurate and steps should therefore be taken to check the accuracy of any personal data at the point of collection and at regular intervals afterwards. Inaccurate or out-of-date data should be destroyed.

**9 Timely processing**

Personal data should not be kept longer than is necessary for the purpose. This means that data should be destroyed or erased from our systems when it is no longer required. [For guidance on how long certain data is likely to be kept before being destroyed, contact [the Data Protection Compliance Manager OR your supervisor.

**10. Processing in line with data subject's rights**

Data must be processed in line with data subjects' rights. Data subjects have a right to:

- (a) Request access to any data held about them by a data controller.
- (b) Prevent the processing of their data for direct-marketing purposes.
- (c) Ask to have inaccurate data amended.
- (d) Prevent processing that is likely to cause damage or distress to themselves or anyone else.

**11. Data security**

11.1 We must ensure that appropriate security measures are taken against unlawful or unauthorised processing of personal data, and against the accidental loss of, or damage to, personal data. Data subjects may apply to the courts for compensation if they have suffered damage from such a loss.

11.2 The Act requires us to put in place procedures and technologies to maintain the security of all personal data from the point of collection to the point of destruction. Personal data may only be transferred to a

third-party data processor if he agrees to comply with those procedures and policies, or if he puts in place adequate measures himself.

11.3 Maintaining data security means guaranteeing the confidentiality, integrity and availability of the personal data, defined as follows:

- (a) Confidentiality means that only people who are authorised to use the data can access it.
- (b) Integrity means that personal data should be accurate and suitable for the purpose for which it is processed.
- (c) Availability means that authorised users should be able to access the data if they need it for authorised purposes. Personal data should therefore be stored on our central computer system instead of individual PCs.

11.4 Security procedures include:

- (a) Entry controls. Any stranger seen in entry-controlled areas should be reported.
- (b) Secure lockable desks and cupboards. Desks and cupboards should be kept locked if they hold confidential information of any kind. (Personal information is always considered confidential.)
- (c) Methods of disposal. Paper documents should be shredded. Floppy disks and CD-ROMs should be physically destroyed when they are no longer required.
- (d) Equipment. Data users should ensure that individual monitors do not show confidential information to passers-by and that they log off from their PC when it is left unattended.

## **12. Dealing with subject access requests**

A formal request from a data subject for information that we hold about them must be made in writing. A fee is payable by the data subject for provision of this information. Any member of staff who receives a written request should forward it to [their line manager OR the Data Protection Compliance Manager] immediately.

**13. Providing information over the telephone**

(a) Any member of staff dealing with telephone enquiries should be careful about disclosing any personal information held by us. In particular they should:

(b) Check the caller's identity to make sure that information is only given to a person who is entitled to it.

(c) Suggest that the caller put their request in writing if they are not sure about the caller's identity and where their identity cannot be checked.

(d) Refer to [their line manager OR the Data Protection Compliance Manager] for assistance in difficult situations. No-one should be bullied into disclosing personal information.

**14. Monitoring and review of the policy**

14.1 This policy is reviewed [FREQUENCY] by [our board of directors OR [POSITION] OR [NAME]] [in consultation with the [UNION OR EMPLOYEE CONSULTATIVE BODY]]. [Recommendations for any amendments are reported to the [[DEPARTMENT] AND/OR board].]

14.2 We will continue to review the effectiveness of this policy to ensure it is achieving its stated objectives.

## **HEALTH & SAFETY POLICY**

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## **1. Policy statement**

- 1.1 We are committed to ensuring the health and safety of our staff [ and anyone affected by our business activities] and to providing a safe environment for all those attending our premises [through regular assessments of risks in the workplace].
- 1.2 In particular we are committed to maintaining safe and healthy working conditions through control of the health and safety risks arising from our work activities [, provision and maintenance of safe plant and equipment] [, ensuring the safe handling and use of substances] [, consulting with our staff and providing appropriate information, instruction, training and supervision] [and] [taking steps to prevent accidents and cases of work-related ill health].

## **2. Who is covered by this policy?**

This policy applies to those working at all levels and grades, including senior managers, officers, directors, employees, consultants, contractors, trainees, homeworkers, part-time and fixed-term employees, casual and agency staff [and volunteers] (collectively referred to as staff in this policy).

## **3. What is covered by this policy?**

In accordance with our health and safety duties, we are responsible for:

- (a) Assessing risks to health and safety and identifying ways to overcome them.
- (b) Providing and maintaining a healthy and safe place to work and a safe means of entering and leaving our premises, including emergency procedures for use when needed.
- (c) Providing information, instruction, training and supervision in safe working methods and procedures as well as working areas and equipment that are safe and without risks to health.
- (d) Ensuring that equipment has all necessary safety devices installed, that equipment is properly maintained and that appropriate protective clothing is provided.
- (e) Promoting co-operation between members of staff to ensure safe and healthy conditions and systems of work by discussion and effective joint consultation [and the establishment of a safety committee, safety representatives and accident investigations where applicable].

- (f) Regularly monitoring and reviewing the management of health and safety at work, making any necessary changes and bringing those to the attention of all staff.

#### **4 Personnel responsible for implementation of this policy**

- 4.1 The Directors have overall responsibility for health and safety and the operation of this policy. The board has nominated [POSITION] as the Principal Health and Safety Officer with day-to-day responsibility for health and safety matters.
- 4.2 All staff must also recognise that everyone shares responsibility for achieving healthy and safe working conditions. You must consider the health and safety implications of your acts and/or omissions and take reasonable care for your health and safety and that of others.
- 4.3 Any health and safety concerns should be reported to the Principal Health and Safety Officer.

#### **5. Standards of workplace behaviour**

- 5.1 You must co-operate with the Principal Health and Safety Officer, supervisors and managers on health and safety matters and comply with any health and safety instructions.
- 5.2 You must take reasonable care of your own health and safety and that of others by observing safety rules applicable to you and following instructions for the use of equipment (including safety equipment and protective clothing).
- 5.3 Any health and safety concern, however trivial it might seem, including any potential risk, hazard or malfunction of equipment, must be reported to the Principal Health and Safety Officer.
- 5.4 You must co-operate in the investigation of any accident or incident that has led, or which we consider might have led, to injury.
- 5.5 Failure to comply with health and safety rules and instructions or with the requirements of this policy may be treated as misconduct and dealt with under our Disciplinary Procedure.

#### **6. Information and consultation**

We are committed to providing information, instruction and supervision on health and safety matters for all staff as well as consulting with them regarding arrangements for health and safety management.

## **7. Equipment**

- 7.1 All staff must use equipment in accordance with operating instructions, instructions given by [managers OR supervisors] [and any relevant training]. Any fault with, damage to or concern about any equipment or its use must immediately be reported to [the Principal Health and Safety Officer OR.
- 7.2 Employees must ensure that health and safety equipment is not interfered with and that any damage is immediately reported.
- 7.3 No member of staff should attempt to repair equipment unless trained and designated to do so. Failure to report damage to or a fault with equipment or failure to use it as directed may result in action under our Disciplinary Procedure.

## **8. Accidents and first aid**

- 8.1 Any accident at work involving personal injury should be reported to the Principal Health and Safety Officer [so that details can be recorded in the Accident Book]. All staff must cooperate with any resulting investigation.
- 8.2 Details of first aid facilities and trained first aiders are [displayed on the notice board[s] OR available from [the Principal Health and Safety Officer OR [POSITION] OR [DEPARTMENT]]]. [First aiders are also noted in the telephone directory. [When an accident or illness occurs dial [NUMBER] and ask for the duty first aider. Give your name, location and brief details of the problem.]]
- 8.3 If you suffer an accident at work you (or someone on your behalf) must report that fact to the Principal Health and Safety Officer [or your manager] as soon as possible. All accidents should be reported, however trivial. The accident will be recorded in our Accident Book [which is kept in the Human Resources Department].

## **9. National health alerts**

- 9.1 In the event of an epidemic or pandemic alert we will organise our business operations and provide advice on steps to be taken by staff, in accordance with official guidance, to reduce the risk of infection at work as far as possible. Any questions should be referred to [your line manager OR the Human Resources Department OR the Occupational Health Department].
- 9.2 It is important for the health and safety of all our staff that you comply with instructions issued in these circumstances. Failure to do so will be dealt with under our Disciplinary Procedure.

## **10. Emergency evacuation and fire precautions**



- 10.1 You should familiarise yourself with the instructions about what to do in the event of fire which are [displayed on notice boards OR on the intranet OR available from [the Principal Health and Safety Officer OR [POSITION] OR [DEPARTMENT]]]. You should also know where the fire extinguishers are, ensure that you are aware of your nearest fire exit and alternative ways of leaving the building in an emergency.
- (a) Fire wardens are responsible for the effective evacuation of designated areas. In the event of a suspected fire or fire alarm you must follow their instructions.
  - (b) Regular fire drills will be held to ensure that our fire procedures are effective and to ensure you are familiar with them. These drills are important and must be taken seriously.
  - (c) You should notify the Principal Health and Safety Officer [or your manager] as soon as possible if there is anything (for example, impaired mobility) that might impede your evacuation in the event of a fire. [A personal evacuation plan will be drawn up and brought to the attention of the fire warden responsible for overseeing your evacuation and colleagues working in your vicinity.]
  - (d) If you discover a fire you should not attempt to tackle it unless you have been trained or feel competent to do so. You should operate the nearest fire alarm and, if you have sufficient time, call [reception or [POSITION]] and report the location of the fire.
  - (e) On hearing the fire alarm you should remain calm and walking quickly, not running, evacuate the building immediately following the instructions of the fire wardens. Do not stop to collect personal possessions [, do not use the lifts,] and do not re-enter the building until you are told that it is safe to do so.

## **11. Risk assessments, DSE and manual handling**

- 11.1 General workplace risk assessments are carried out when required or as reasonably requested by members of staff or management. Managers are responsible for ensuring that any necessary risk assessments are undertaken and that recommended changes to the workplace and working practices are implemented.
- 11.2 If you use a computer for prolonged periods of time you can request a workstation assessment by contacting the Principal Health and Safety Officer [or your line manager]. [Information on the use of display screen equipment can also be obtained from [the Principal Health and Safety Officer OR [DEPARTMENT]].]
- 11.3 [Information on the regulation of manual handling can be obtained from [the Principal Health and Safety Officer OR [DEPARTMENT]].]

## **12. Review of policy**

- 12.1 [The Principal Health and Safety Officer OR [POSITION]] will ensure that this policy is reviewed [FREQUENCY] [in consultation with the [UNION OR EMPLOYEE CONSULTATIVE BODY]]. [Recommendations for any amendments are reported to the [[DEPARTMENT] AND/OR board].]
- 12.1 We will continue to review the effectiveness of this policy to ensure it is achieving its stated objectives.