

Benecare Ltd

Employee Handbook

Contents

Introduction	1
Joining our Organisation	1
Working Hours	2
Pay and Review	2
Personal Details	4
Holidays	4
Sickness.....	5
Access to Medical Reports	7
Personal Relationships at Work.....	10
Pregnancy and Maternity Rights.....	11
Paternity Leave and Pay	13
Adoption Leave/Pay	17
Shared Parental Leave.....	19
Parental Leave	20
Parental Bereavement Leave	20
Flexible Working.....	23
Carer's Leave Policy	27
Other Absence	28
Wastage.....	30
Anti-Bribery	31
Anti-Facilitation of Tax Evasion	33
Adverse Weather and Public Transport Disruption Policy.....	35
Cash and Money Handling	37
Rights of Search.....	37
Data Protection	38
Computers	42
Mobile Telephones	46
Social Media Policy	47
Social Media and Professionalism	48
Safe Handling & Administration of Medication	49
Care of Children & Young People.....	50
Safeguarding.....	50
Information for Drivers of Organisation Vehicles.....	52
Grievance Procedure	57

Public Interest Disclosure (Whistleblowing) Policy.....	57
Equality, Inclusion and Diversity	59
Positive Work Environment Policy	60
Employee Assistance Programme (EAP)	64
Health and Safety	64
Smoke-Free Workplace Policy	65
Personal Protective Equipment (PPE)	65
Alcohol and Substance Abuse.....	66
Supporting Positive Mental Health.....	66
Disciplinary Procedure	69
Capability Procedure	70
Disciplinary and Capability Appeal Procedure	72
Termination of Employment.....	72

Introduction

Benecare are engaged in providing residential care in a safeguarded and protected environment for vulnerable children and young people aged 8-18.

As a member of our care team which includes child care professionals and qualified teaching staff we require each individual to strive in ensuring the best for these children and young people in our care. We have created our homes to reflect the most appropriate educational opportunities which help us prioritise re-integration with peer groups so that they can be given the best chance to participate in the wider community and endeavour to make an economic contribution when they move into adulthood.

The Management team is comprised of highly experienced Health and Social Care professionals, with both public and private care backgrounds. Together we strive to provide a delivery of service which is exceptional and as a valued member of this team we encourage you to ensure each individual young person's placement meets and enhances their future expectations.

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

Unless contained within your contract of employment or stated otherwise, the content of this Handbook is non contractual in its nature and may be varied from time to time without reference to you.

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

Joining our Organisation

INDUCTION

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

You will also be given a team induction, where you will be assigned a buddy who will introduce you to your role.

JOB DESCRIPTION

You will be provided with a job description relating to your role. This job description is a non-contractual document and therefore we may make amendments to it from time to time in relation to the needs of the business.

PERFORMANCE AND REVIEW

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

JOB FLEXIBILITY

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

In addition, it is a condition of your employment that you are prepared, whenever applicable, to transfer to any other of our sites. This mobility is essential to the smooth running of our business.

Working Hours

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

If you are unable to attend work for any reason or are going to be late you are required to telephone your Line Manager as soon as reasonably practicable, stating why you are absent or late and when you expect to attend work.

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

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

SIGNING IN

If you are required to sign-in, you must ensure that you sign-in on arrival at and sign-out on departure from the premises, using the same location.

If you falsify the signing-in book, complete entries without express authority, sign-in for another employee, or allow another employee to sign-in for you, you may be liable to summary dismissal.

Pay and Review

The method of pay and payment intervals are set out in your Statement. An itemised pay statement will be issued to you at each pay period. If at any time you have any queries, you should raise them with management.

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

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

DEDUCTIONS FROM PAY

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

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

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

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

On commencement of employment, you will be subject to undertake certain training courses as deemed necessary by the business, which is of direct benefit to both yourself and the Company to allow you to fulfil the standard of work expected.

If your employment with the Company terminates after the completion of the above, then the whole or part of the amount paid in respect of training fees shall become due immediately and repayable to the Company by way of deduction from pay, in accordance with the agreement provided separately.

EXPENSES

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

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

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

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

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

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

- cars - mileage at the rate notified and all necessary parking charges and unavoidable tolls - you are responsible for any fines or penalties incurred;

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

SHORTAGE OF WORK

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

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

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

Personal Details

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

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

Holidays

Your holiday year runs from the date of commencement of your employment and on the anniversary thereafter.

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

All annual holidays must have prior approval and authorisation. The Organisation will respond as soon as possible to your request for holiday. No responsibility will be accepted for monies lost as a consequence of your failure to follow this procedure.

Requests for holidays should be submitted to your Line Manager.

Generally, you will only be permitted to take a maximum of 2 weeks holiday at any one time. Annual leave in excess of this will be granted at Management discretion only.

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

At least 2 weeks' notice should be given for any holiday period.

Unused holiday entitlement cannot be carried forward into the next holiday year.

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

Employees accrue holiday entitlement during Maternity/Adoption/Paternity/Shared Parental/ Parental Leave.

Upon termination of your employment, payment will normally be made for all unused accrued holiday entitlement. If you have taken more annual holiday entitlement than you have accrued during the holiday year, the balance will be deducted from any outstanding pay. Payment for holidays in these circumstances will be made on a pro-rata basis to your normal working days and your service in the current holiday year.

Where termination of your employment is due to gross misconduct or where the full contractual notice period is not served and worked, unused holiday pay will not be paid, apart from any payment required to meet the statutory minimum holiday obligations.

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

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

Sickness

NOTIFICATION PROCEDURE

You are required to telephone your Line Manager with as much notice as possible prior to commencement of a shift on the first day of sickness absence, stating why you are absent and when you expect to return. If your absence continues, you must contact your Line Manager regularly to update him/her on your continuing absence.

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

Please note that personal contact is required at all times when contacting the Organisation. The sending of text messages or email will not be accepted as notification.

Failure to notify the Organisation as set out may result in the Disciplinary Procedure being used.

NOTIFICATION OF INFECTIOUS DISEASES

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

DOCUMENTING PERIODS OF ABSENCE

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

a. Self-Certificate

- for absence of up to and including 7 calendar days; or

b. Statement of Fitness for Work

- for absence of more than 7 calendar days; or

- when requested, where more than 3 periods of self-certificated absence occur in any 12 month period (this may have to be obtained at your own expense); or
- for absence before or following an annual or bank/public holiday.

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

Where your GP/Medical advisor has issued a Statement of Fitness for Work indicating you may be fit for some work, you must notify your Line Manager at the earliest opportunity so that a return to work may be considered.

The Organisation reserves the right to require you to undertake a medical examination by a medical practitioner and/or specialist of the Organisation's choice and/or to seek a report from your Doctor.

Where the Organisation wishes to seek a report from your Doctor, you have rights under legislation; a summary of these rights is included later in this Handbook (under 'Access to Medical Reports').

STATUTORY SICK PAY

Statutory Sick Pay (SSP) will be paid when you are absent from work due to sickness, provided that you have complied with the requirements and conditions attached to its payment.

WHEN SSP IS PAYABLE

SSP cannot be paid for the first 3 days of sickness. Therefore, payment usually starts on the 4th day of absence, and continues for as long as you are absent, up to a maximum of 28 weeks in any one period of sickness.

SSP is paid in exactly the same way as normal earnings.

WHEN SSP IS NOT PAYABLE

SSP is not payable in certain circumstances, the principal ones being:

- if your average weekly earnings are less than the figure set by the Government for the payment of National Insurance Contributions
- for absence of less than 4 days
- if you have failed to follow the sickness Notification Procedure
- if your employment has terminated
- where Statutory Maternity/Adoption/Paternity/Shared Parental Pay is being paid to you
- for days on which you do not normally work (e.g. if you work Monday to Friday and not at weekends, SSP will normally apply to those 5 days only).

The rules on SSP are very complex and you should not hesitate to raise any query you may have with the Organisation.

ACTIVITY DURING SICKNESS ABSENCE

If you have been absent due to sickness and are found not to have been genuinely ill, you may be subject to action under the disciplinary procedure, which could include dismissal. In addition, we will take a serious view if you are found to be undertaking any activity during sickness absence which we reasonably believe is inconsistent with being incapable of work at that time despite the presence of an illness, injury or medical condition. Disciplinary action will be taken in this instance.

RETURN TO WORK INTERVIEWS

Having regard to its duty of care to its employees the Organisation may complete a return-to-work interview after any sickness absence. This will ensure that you are fit for work and whether you anticipate any further absence relating to your illness. This will also give you an opportunity to discuss any concerns you may have regarding your illness with your Line Manager.

APPOINTMENTS

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

You will be paid for the time lost at the discretion of the Organisation.

ACTIVITY DURING SICKNESS ABSENCE

If you have been absent due to sickness and are found not to have been genuinely ill, you may be subject to action under the disciplinary procedure, which could include dismissal. In addition, we will take a serious view if you are found to be undertaking any activity during sickness absence which we reasonably believe is inconsistent with being incapable of work at that time despite the presence of an illness, injury or medical condition. Disciplinary action will be taken in this instance.

Access to Medical Reports

In certain circumstances it may be necessary for the Organisation to obtain a Medical Report from your Doctor/Specialist/Occupational Health in order to establish:

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

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

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

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

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

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

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

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

General Terms and Conditions

PARKING

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

EMPLOYEES' PROPERTY AND LOST PROPERTY

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

MAIL

All mail received by us will be opened, including that addressed to employees. Private mail may, with authorisation, be sent care of our address. No private mail may be posted at our expense except in those cases where a formal re-charge arrangement has been made.

FRIENDS AND RELATIVES CONTACT

Visits are not allowed on to the premises at any time without prior authority.

BUYING OR SELLING OF GOODS

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

COLLECTIONS FROM EMPLOYEES

Unless specific authorisation is given by Management no collections of any kind are allowed on our premises.

CLIENT RELATIONS

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

BEHAVIOUR AT WORK

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

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

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

CLIENT / CUSTOMER PREMISES

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

CONFIDENTIALITY

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

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

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

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

COMPANY PROPERTY AND COPYRIGHT

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

INVENTIONS / DISCOVERY

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

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

Personal Relationships at Work

The Company recognizes that work may result in the development of friendships or closer relationships. Relationships may develop not only with colleagues, but also with suppliers and customers.

In the majority of cases, it is unlikely that a relationship between colleagues would have any impact on the work of the Company, however, from time to time an intimate relationship between two employees can interfere on or threaten to harm the work or service provision of the Company. Problems are more likely to arise where there is a close personal relationship between an employee and a manager. Employees are expected to declare the relationship to line management and we expect them to sign a declaration form.

This policy is supported by existing Company policies already adopted such the Positive Work Environment and Computer policies.

While the Company has every respect for the privacy of its employees, it asks that all employees consider the impact that personal relationships can have on the Company.

Where an employee feels that such a relationship could develop into a personal one, they should speak to their line manager in confidence. It is important for employees to declare any circumstances which could potentially lead to a conflict of interest between their work responsibilities and their personal situation.

RELATIONSHIPS AT WORK

Employees who embark on close personal relationships with work colleagues do need to be aware, at all times, of their behaviour towards each other, particularly within the working environment.

The Company also expects that employees involved in a close personal relationship recognise that overtly external displays of affection could embarrass other employees of the Company. This principle applies both within the working environment and in any locations near to Company's premises, where they could be seen by other employees.

Employees in intimate relationships with other employees in the workplace must ensure they adhere to the confidentiality of their roles. Employees found to be breaking confidentiality may face disciplinary action.

RECRUITMENT AND SELECTION PROCESS

Family members should not work together in the same location. Managers must be aware of this policy when recruiting staff. If this situation occurs, managers must seek further advice.

An employee who has or has had a close relationship with another employee who applies for another post within the Company should not be involved in any aspect of the recruitment and selection process for that post.

They also should not act as a referee for that person. This applies irrespective of whether the reference is for a post within the Company or with an external organisation.

TRANSFER

Where a manager and a subordinate have a personal relationship, this may make it difficult for managers to manage their partner without a conflict of interest taking place. Where personal relationships exist within the same team or department, it may be deemed necessary to change reporting lines or transfer an employee.

A transfer could mean a move to a different section or department within the same workplace or a move to a different location altogether for one or both of the employees.

Wherever possible, the transfer should be to a suitable alternative post on the same terms and conditions as the employee's current post. Therefore, of the two employees involved in a particular situation, the Company is likely to consider transferring the employee whose skills, experience and knowledge could be more easily deployed elsewhere.

Steps may be taken to transfer the responsibility of dealing with certain suppliers or customers to another colleague.

DISCIPLINARY ACTION

In many cases, any difficulties caused by an employee's personal relationship should be capable of informal resolution. However, in some cases, it might be necessary for the Company to take disciplinary action. In exceptional circumstances, it may be necessary to dismiss.

This action should be taken only as a last resort and where the actions of either one or both parties concerned has adversely affected the operation of any function within the Company.

For further information please see Benecare's Personal Relationship Policy.

Pregnancy and Maternity Rights

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

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

ANTE-NATAL CARE

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

MATERNITY RISK ASSESSMENT

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

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

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

Employers are only required to take action specifically to protect a pregnant worker when they have been advised in writing of the employee's condition (i.e. that she is pregnant), has given birth in the last six months or is breastfeeding.

HOLIDAYS

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

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

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

STATUTORY MATERNITY PAY (SMP)

If you stop work and meet all of the following conditions you are entitled to receive SMP. You must therefore:

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

For the first six weeks SMP is payable at the earnings related rate (equivalent to 90% of earnings) and for the remaining 33 weeks at the statutory rate as set by the Government, (or 90% of average weekly earnings if this is less than the standard rate).

MATERNITY LEAVE

- If you stop work no earlier than the 11th week before the EWC, and you meet the following conditions, you are entitled to 52 weeks' maternity leave. To comply you must notify the Organisation in writing as soon as possible, or by the 15th week before the EWC, unless that is not reasonably practicable, of the following:
- that you are pregnant (preferably by submitting a MAT B1 form);
- the EWC;
- the date on which you intend your ordinary maternity leave to start; and
- if requested, provide medical evidence of the EWC.

The Organisation will confirm to you in writing the date upon which your 52 week maternity leave period will end.

You are legally prohibited from working during the two weeks immediately after the birth, four weeks if you are a factory worker; this is known as the "compulsory maternity leave period" and is considered part of the maternity leave period.

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

During the 52 weeks' maternity leave period all contractual benefits except for your pay will be maintained as if you were not absent.

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

If you decide to return to work early and this is at the end of the first 26 week period known as "ordinary maternity leave" you are entitled to return to the job you were in before your absence. If you return to work either during or at the end of the second period of 26 weeks' known as "additional maternity leave", you may be able to return to your original job (or another job which is suitable and appropriate).

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

KEEPING IN TOUCH DAYS

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

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

Paternity Leave and Pay

INTRODUCTION

If your partner becomes pregnant or you are jointly adopting a child with another person and have designated yourself as the secondary adopter, you may be entitled to take time off work for various reasons, and this policy explains what your rights are.

This policy applies where the expected date of childbirth is after 6 April 2024, or the expected date of adoption placement is on or after 6 April 2024. Where the expected date of childbirth or the expected date of adoption placement is earlier than these dates, our previous paternity leave policy will apply to you.

ANTE-NATAL/ADOPTION APPOINTMENTS

You have the right to take time off to accompany your partner to ante-natal appointments or adoption appointments. This applies from the start of your employment.

In relation to a birth, you must be the father of the child; or the husband, civil partner or partner of the mother. An ante-natal appointment is one which has been made on the advice of a registered medical practitioner, nurse or midwife.

In relation to an adoption, you must be adopting the child jointly with another person. If you are a sole adopter, you may have separate rights to time off for appointments.

Under this right, you are entitled to take time off to attend a maximum of 2 ante-natal/adoption appointments, to a maximum of 6.5 hours per appointment. This time is unpaid.

You will need to provide a declaration relating to your eligibility and, amongst other things, state the date and time of the appointment. We have a form you can use for this which is available from Management.

The right applies whether the baby was conceived naturally or via donor insemination.

ELIGIBILITY FOR PATERNITY LEAVE

You must have been continuously employed by us for a period of at least 26 weeks by the end of the 15th week before the expected week of the child's birth or, in the case of an adopted child, for at least 26 weeks leading into the week in which the adopter is notified of being matched with a child.

You must be the father of the child, or be married to, or the civil partner or "partner" of, the child's mother or adopter. "Partner" in relation to a child's mother or adopter means a person, whether of a different sex or the same sex, who lives with the mother, or adopter, and the child in an enduring family relationship but is not a relative of the mother or adopter (a relative is defined as a parent, grandparent, sister, brother, aunt or uncle).

You must have, or expect to have, responsibility for the upbringing of the child.

Only one period of leave is available even if more than one child is born as a result of the same pregnancy or adopted as part of the same arrangement.

COMMENCEMENT AND DURATION OF LEAVE

Leave may only be taken during the period beginning with the date of the child's birth or placement and ending 52 weeks after that date or, in a case where the child is born before the first day of the expected week of birth, 52 weeks after that day.

Subject to the above, you can choose to begin your leave:

- on the date on which the child is born/placed with the adopter;
- from a specified chosen number of days after the date of the child's birth/placement (whether this is earlier or later than expected); or
- from a specified predetermined date which is later than the first day of the expected week of the child's birth/expected date of placement.

Leave can start on any day of the week and you can choose to take:

- one week of leave
- two consecutive weeks of leave or
- two non-consecutive single weeks of leave.

During paternity leave you are entitled to the benefit of your normal terms and conditions of employment, except wages or salary, and you are bound by any obligations arising under those terms and conditions except in so far as they are inconsistent with the right to paternity leave.

Where possible, you should book and take your annual leave entitlement in the current holiday year. However, if you are unable to take all of your statutory minimum entitlement to annual leave because you were on paternity leave, you are entitled to carry over untaken annual leave into the following leave year.

NOTIFICATION REQUIREMENTS

Birth - Notice of entitlement

First, you must give us notice of your entitlement to take paternity leave in or before the 15th week before the expected week of the child's birth.

The notice must specify the expected week of birth and must include a signed declaration that:

- you are either the father of the child or married to or the partner of the child's mother, but not the child's father;
- if you are the father, that you have or expect to have responsibility for the upbringing of the child; and
- if you are the mother's husband or partner but not the child's father, the main responsibility (apart from any responsibility of the mother) for the upbringing of the child.

Birth - Notice of leave

Then, once you have chosen the dates of each occasion of your paternity leave, you are required to give us a further notice, in writing, of:

- when you want your leave to start and
- the length of leave you want to take.

You must also give us a signed declaration that you are taking leave for the purpose of caring for a child or supporting the child's mother.

A form that you can use for this notification is available from Management.

If you want to take leave starting on the date of birth, you need to give us the notice of leave at least 28 days before the first day of the expected week of the child's birth.

If you want to start your leave a number of days after the birth rather than giving an actual date, you need to give us the notice of leave at least 28 days before the day that falls that number of days after the first day of the expected week of birth. For example, if you want to start paternity leave 4 days after the birth of the child, you need to give us the notice of leave 28 days before the 4th day after the first day of the expected week of childbirth.

If you want your leave to start on a predetermined date after the first day of the expected week of the child's birth, you need to give us the notice of leave at least 28 days before that predetermined date.

Where it is not reasonably practicable for you to give notice as set out below, it should be given as soon as is reasonably practicable.

Adoption - Notice of entitlement

First, you must give us notice of your entitlement to take paternity leave no more than seven days after the date on which you were notified of having been matched with a child.

The notice must specify:

- the date on which you were notified of having been matched with the child,
- the date on which the child is expected to be placed with you or, where the child has already been placed for adoption, the date of placement.

You must also give us a signed declaration that:

- you are either married to or the partner of the child's adopter; and
- you have, or expect to have, the main responsibility (apart from the responsibility of the adopter) for the upbringing of the child.

Adoption - Notice of leave

Once you have chosen the dates of each occasion of your paternity leave, you are required to give us a further notice, in writing, no more than seven days after the date on which you were notified of having been matched with a child of:

- when you want your leave to start and
- the length of leave you want to take.

You must also give us a signed declaration that you are taking leave for the purpose of caring for a child or supporting the child's adopter.

Forms that you can use for the various notification requirements are available from Management.

Changing your mind about dates of leave – birth and adoption

You may change your mind about the date on which you want your leave to start or end, or cancel the period of leave chosen, providing you notify us in writing. The notice must be given by whichever is the earlier of at least 28 days before the original date of leave or the new date of leave, unless this is not reasonably practicable. If you give us notice to vary a period of paternity leave, you must also give us a signed declaration as to the purpose of the absence.

Required changes to dates of leave – birth and adoption

If you have chosen to start a period of paternity leave on a particular predetermined date, and the child has not been born/is not placed with the adopter on or before that date, you must change the date you want paternity leave to start and give us notice of the new date. This notice must contain a signed declaration as to the purpose of the absence.

Telling us the date of birth/placement

You must give us a further notice, in writing, as soon as is reasonably practicable after the child's birth or placement for adoption, of the date on which the child was born or placed, if the date of placement was not provided in the notice of intention to take paternity leave.

PATERNITY PAY

You may be entitled to Statutory Paternity Pay (SPP) if you meet the eligibility criteria.

Eligibility

You will qualify for SPP if you meet the following criteria:

- you have been continuously employed with us for at least 26 weeks' continuing into the 15th week before the week the baby is due/the week in which you were notified of having been matched with a child and remain employed by us at the date of birth/placement.
- your average weekly earnings are not less than the lower earnings limit relevant for National Insurance purposes.
- you have the prescribed relationship with the child and the mother/adopter.
- you intend at the start of the paternity pay period to care for the child or support the mother.

Length of Pay Period

The paternity pay period is a maximum of 2 weeks to be payable for the duration of your paternity leave.

Amount of Payment

Payment will be made at the standard rate for the duration of paternity leave. Your line manager will confirm the rate of pay to you.

RETURNING TO WORK

If you return to work following an isolated period of paternity leave; or a period of parental leave of no more than four weeks, you are entitled to return to the job in which you were employed before the absence. In addition, seniority, pension and similar rights should be as they would have been had the absence not occurred, and other terms and conditions should not be less favourable than those which would have applied had the absence not occurred.

SHARED PARENTAL LEAVE

You may be entitled to take shared parental leave if both you and your partner meet the eligibility criteria. Shared parental leave enables you and your partner to divide almost a year's leave between you after the child is born/adopted and gives you more flexibility over who will take leave and when. If you choose to take shared parental leave, you are still entitled to take paternity leave.

If you would like more information on shared parental leave, please speak with your line manager.

Adoption Leave/Pay

APPOINTMENTS

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

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

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

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

Whilst there is no statutory entitlement for the secondary adopter to receive paid time off to attend the adoption appointments, the Organisation may consider payment at its absolute discretion.

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

ADOPTION LEAVE

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

Employees may be eligible for Adoption leave if they;

- Have been notified by an Approved Adoption Agency that they have been matched with a child and have confirmed the placement with the agency; or
- Are or expect to be the parent of a child under a parental order or
- Are local authority parents who are prospective adopters.

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

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

The qualifying conditions are slightly different if you are adopting a child from abroad, if you are considering adopting a child from abroad please seek further information from your Line Manager.

During the 52 weeks' adoption leave period all contractual benefits except for your pay will be maintained as if you were not absent.

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

If you decide to return to work early and this is at the end of the first 26 week period known as "ordinary adoption leave" you are entitled to return to the job you were in before your absence. If you return to work either during or at the end of the second period of 26 weeks' known as "additional adoption leave", you may be able to return to your original job (or another job which is suitable and appropriate).

STATUTORY ADOPTION PAY

Statutory Adoption Pay (SAP) is payable for up to 39 weeks if you meet the qualifying criteria. For the first six weeks SAP is payable at the earnings related rate (equivalent to 90% of earnings) and for the remaining 33 weeks at the statutory rate as set by the Government, (or 90% of average weekly earnings if this is less than the standard rate).

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

KEEPING IN TOUCH DAYS

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

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

Shared Parental Leave

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

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

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

You may also be eligible to receive shared parental pay for the remainder of the maternity/adoption pay period to a maximum of 37 weeks provided you meet the qualifying criteria.

The rules on shared parental leave are very complex, if you are considering requesting shared parental leave you should discuss this with your Line Manager in order for the rules on eligibility, notification and your entitlements to be discussed in more detail.

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

SPLIT DAYS

During shared parental leave, you are entitled to up to 20 'Shared Parental Leave In Touch Days' (SPLIT days). These are days when you may work for the Company without bringing your shared parental leave to an end. Work can be any work under your contract of employment and may include any training or activity undertaken with the purpose of keeping in touch in the workplace. Working up to 20 SPLIT days will have no effect on any entitlement to Statutory Adoption Pay. SPLIT days do not act to extend your period of adoption leave.

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

Parental Leave

If you are the parent/adoptive parent of a child or have or expect to have parental responsibility for a child, provided you have 1 year's continuous service with the Organisation, you are entitled to take up to 18 weeks' unpaid ordinary parental leave for the purpose of caring for a child, up to the child's 18th birthday.

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

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

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

Although you are not entitled to payment for this time off, the Company may consider payment at its absolute discretion.

Parental Bereavement Leave

INTRODUCTION

The purpose of this policy is to set out the Company's stance on employee entitlements to Parental Bereavement Leave. The Company acknowledges that the death of a child, or a stillbirth, can be one of the most harrowing experiences of someone's life. This policy explains the rights to time off, pay during time off and other support offered.

ELIGIBILITY

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

- a 'natural' parent;

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

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

TAKING LEAVE

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

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

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

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

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

NOTIFICATION REQUIREMENTS

LEAVE TO BE TAKEN WITHIN THE FIRST 56 DAYS OF THE DEATH

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

LEAVE TO BE TAKEN LATER THAN THE FIRST 56 DAYS SINCE THE DEATH

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

CANCELLING OR CHANGES DATES OF LEAVE

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

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

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

PAYMENT DURING LEAVE

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

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

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

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

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

TERMS AND CONDITIONS DURING LEAVE

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

RIGHT TO RETURN

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

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

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

Flexible Working

INTRODUCTION

The Company believes that its staff members are its most valuable asset and is committed to attracting and retaining the very best workforce, and utilising all the talent and experience available within the community. We also appreciate that the workforce is becoming increasingly diverse and includes a high percentage of those with caring responsibilities, as well as those whose interests and aspirations impact on their time. We therefore appreciate that standard or established working hours are, in many cases, incompatible with increasing demand for a better work-life balance.

The Company recognises the importance of helping its employees balance their work and home life by offering flexible working arrangements. In turn it recognises that staffing levels must at all times remain in line with the demands of the business.

This policy aims to set out the ways in which flexible working can increase staff motivation, build better relationships between the Company and its employees, increase the rate of retention of staff, reduce absence, attract new talent, promote work-life balance and reduce employee stress, and in doing so improve the Company's efficiency, productivity and competitiveness. It provides a description of the issues involved, taking into account the possible benefits of each kind of flexible working to both employees and the Company, but also raising possible drawbacks and areas of potential concern.

This policy applies to flexible working requests received by the Company on or after 6 April 2024. Requests received before that date which have not reached conclusion will continue to be considered under our previous policy.

The policy considers the following options as types of flexible working but we recognise that there may be alternatives, and that the working pattern that may suit any particular individual could be a unique one involving a combination of options:

- job-sharing;
- part-time working;
- annualised hours;
- compressed hours;
- flexitime;
- term-time working;
- swapping hours;
- working from home;

- career breaks;
- flexible shift working.

THE BUSINESS NEED

Although the Company is committed to providing the widest possible range of working patterns for its workforce, both management and employees need to be realistic and to recognise that the full range of flexible working options will not be appropriate for all jobs across all areas of the business.

Where an instance of flexible working is requested, we will take into account a number of criteria including (but not limited to):

- the cost of the proposed arrangement;
- the effect of the proposed arrangement on our service delivery;
- the level of supervision that the post-holder requires;
- the structure of the department and staff resources;
- other issues specific to the individual's department;
- an analysis of the tasks specific to the role, including their frequency and duration;
- an analysis of the workload of the role.

ELIGIBILITY

Although we recognise that not all of the flexible working patterns considered will be suitable for all sections of the Company's workforce, there should be no arbitrary barriers. Employees in all areas and levels of the Company will be considered for flexible working regardless of their age, sex, sexual orientation, race, religion or belief, pregnancy, marital/civil partnership status, gender reassignment or disability. However, there is no automatic right for employees to change to any of the flexible working patterns. Each application will be considered on its own merits save for where it is made as a reasonable adjustment under disability legislation in which case it will be considered under the rules applying to our duty under those laws.

RIGHT TO REQUEST FLEXIBLE WORKING

You are entitled to make a statutory request for flexible working from the first day of your employment. You can make a maximum of two statutory flexible working requests during any 12-month period. A request cannot be made until any previous request has been concluded in full.

While it is the Company's policy to be flexible on working patterns for all its employees, in order to ensure that we are complying with our legal obligations concerning the right to request flexible working, there may be situations where precedence has to be given to those who are eligible for this right.

THE APPLICATION

You can get an application form to complete from (insert details) in order to make a request.

For clarity, the application you submit must:

- be made in writing and state that it is such an application;

- state whether you have made a previous application under this procedure and, if so, when;
- specify the change applied for and the date on which it is proposed the change should take effect; and
- be dated.

The application must also state whether you are requesting the variation as a reasonable adjustment under the disability discrimination provisions of the Equality Act 2010.

PROCEDURE FOR DEALING WITH AN APPLICATION

Consultation on your Application

The Company will consult with you as part of a discussion following receipt of the application, unless we notify you in writing of agreement to the variation. The time and place of the discussion will be convenient to both of us. The consultation will include exploration of alternative arrangements that may be acceptable to you if we are unable to agree to the exact variation requested.

Notice of Decision

Once a decision has been made by the Company, we will notify you of the outcome. Where our decision is to agree to the application, the notice will specify the contract variation agreed to and state the date on which the variation is to take effect. Where the decision is to refuse the application, the notice will state which of the specified grounds for refusal are considered to apply, with an explanation of why those grounds apply in relation to the application, and set out the appeal procedure.

Right of Appeal

You may appeal against the Company's decision to refuse an application. The notice of appeal must be in writing, setting out the grounds for appeal and be dated.

We will discuss the appeal with you once the grounds for appeal are received, unless we give you written notification that the original decision has been overturned and specifies the variation which has now been agreed and the date on which it will take effect. If an appeal meeting is held, the time and place will be convenient to both of us.

After the appeal meeting has been held, we will give you written, dated, notice of the decision on the appeal. Where we uphold the appeal, the notice will specify the contract variation agreed to and state the date on which it is to take effect. Where our decision to reject the application remains, the notice will state the grounds for the decision and contain a sufficient explanation as to why those grounds apply.

ACCEPTANCE OF VARIATION

Where we accept your application, it will mean a permanent variation of your contract, unless we agree otherwise. This means that once a change has been made, there is no right for you to revert back to your previous terms and conditions. Further requests will count towards the maximum amount permitted in any 12 month period.

Timescale

We will deal with and conclude your application for flexible working within two months of the date of the application, unless we both agree on an extension in which case we will confirm this in writing.

Accompaniment

At any meetings held to discuss the application, including any appeal meetings, you can be accompanied by a colleague of your choice.

Conflicting requests

Where conflicting requests for flexible working are received from employees, the Company may require a compromise to be found so that all requests may be accommodated albeit on different terms as those set out in each request. If no compromise is achievable after consultation with the employees involved, the Company may use a random selection method to determine the granting of individual requests.

WITHDRAWAL OF APPLICATION BY EMPLOYEE

The Company will treat an application as withdrawn under the statutory provisions where you:

- notify us, orally or in writing, that you are withdrawing the application; or
- without reasonable cause, fail to attend a meeting to discuss your application or appeal meeting more than once.

The Company will confirm the withdrawal of the application to you in writing unless you have already provided written notice of the withdrawal.

EMPLOYEE CONSULTATION/PARTICIPATION

While some approaches to flexible working practices will involve changes to individual contracts of employment and be relatively easy to implement, the Company recognises that others such as flexitime or the imposition of annualised hours will have a greater impact on sections of the workforce as a whole. Before any such working pattern is implemented it is therefore committed to in-depth consultation with employees and their representatives, and recognises that gaining their agreement is likely to have a positive impact on the success of the scheme. The Company works on the basis that consultation gives all parties the opportunity to raise the issues that are of greatest importance to them and ensures that they are considered from all angles.

Consultation will usually take the form of an employee survey followed by focus groups and a pilot scheme of the new working pattern. The findings of any consultation will be communicated to the workforce, along with any proposed action resulting from the consultation.

Carer's Leave Policy

INTRODUCTION

Employees with caring responsibilities have a statutory right to take unpaid statutory carer's leave from day one of their employment. This policy sets out the Company's stance on employees taking time off for this purpose whilst ensuring the Company's operations are not unduly affected. The term 'dependant' for these purposes is prescribed in law and replicated in this policy. Employees will not be subject to detriment for taking carer's leave.

ENTITLEMENT

You are entitled to take 5 days of carer's leave per rolling 12 month period to provide care or arrange care for a dependant with a long-term care need. When you make a request, we will look back over the previous 12 months from the final (or only) day of leave that you have requested to determine your exact entitlement at that time.

You can request to take your entitlement in a continuous block or separate occurrences but each occurrence must be at least one half of your working day.

For these purposes, a week is based on the number of days you normally work in a week. If your normal working time varies from week to week, week is your average working time in a week taken over the previous 12 months.

A dependant is defined as a:

- spouse or civil partner
- child
- parent
- person who lives in the same household but is not a tenant, lodger, boarder or employee
- person who reasonably relies on you to provide or arrange care. This could be, for example, an elderly neighbour.

A dependant has a long-term care need if:

- they have an illness or injury (whether physical or mental) that requires, or is likely to require, care for more than three months,
- they have a disability for the purposes of the Equality Act 2010, or
- they require care for a reason connected with old age.

The Company recognises that people other than those listed above in relation to whom the statutory right applies may depend on you for assistance. Requests for time off in relation to these people should be made to your line manager but these will be considered separately to requests for statutory carer's leave.

You are not required to provide evidence of your eligibility in relation to a request for carer's leave.

Employees who request or take time off under this policy for reasons other than those for which the statutory right to carer's leave is intended may be subject to investigation and subsequent disciplinary proceedings.

PAY FOR TIME OFF

Time off for carer's leave is unpaid.

REQUESTS FOR CARER'S LEAVE

A request for carer's leave must be made in writing please let your Line Manager know if you require any assistance with this) and must specify:

- that you are entitled to take carer's leave in terms of the person to be cared for,
- that you will take leave in order to provide or arrange care for that person,
- that you have not exceeded your entitlement, and
- the days on which you want to take leave and if the leave relates to part of a day, specify this fact.

The length of notice to be given is double the amount of time that you want to take off as carer's leave in that instance or three days, whichever is longer.

POSTPONING CARER'S LEAVE

The Company may decide to postpone your request for carer's leave for up to one month, if we reasonably consider that the operation of our business would be unduly disrupted if you took carer's leave at the time you have asked for. We will try to avoid postponement wherever possible.

The Company will consult with you before determining a new date for you to take the carer's leave requested. The new period of carer's leave will be for the same length of time as the original request.

The Company will confirm to you in writing the reason for the postponement and the new agreed date of leave, no later than whichever is earlier out of: seven days after you gave the request to the Company and the earliest day or part day of the leave originally requested.

OTHER POLICIES

You have a statutory right to take a reasonable amount of time off work to deal with emergencies involving your dependants. If you need time off in an emergency to care for a dependant, you should read our time off for dependants policy.

Your entitlement to time off on the loss of a child are set out in our policy on parental bereavement leave, including details of eligibility, pay during time off and other support available.

If you wish to make a request for parental leave to care for a child, you should read our parental leave policy.

Other Absence

BEREAVEMENT LEAVE

In the event of the death or funeral of a relative, civil partner or close friend, you may be granted appropriate time off work and payment at the discretion of the Organisation after careful and sympathetic consideration has been given to the circumstances surrounding each bereavement.

COMPASSIONATE LEAVE

In the event that a member of your immediate family dies, falls seriously ill, or is injured, you may be granted paid compassionate leave at the discretion of the Company, up to a maximum of 5 days.

You may receive up to one day of paid leave where a close friend or close colleague has died and you wish to attend the funeral.

Entitlements will be provided on a pro-rata basis for part-time employees.

In exceptional circumstances, longer periods of paid compassionate leave may be granted at the discretion of the Company. Furthermore, additional days of unpaid leave may be granted at the discretion of the employee's manager.

The Company will give careful and sympathetic consideration to the circumstances surrounding each case, taking into account the needs of the employee and the Company.

TIME OFF FOR DEPENDANTS

You are entitled to reasonable time off, without pay, for urgent or unexpected incidents of real need involving a dependant, who is a member of your immediate family or someone who reasonably relies on you for help when they are ill or injured or for making arrangements for them to be cared for in the event of illness or injury.

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

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

JURY SERVICE

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

You may be requested to apply to the Court for your Jury Service to be either postponed or delayed if it is considered that your absence will cause substantial injury to the business. A failure or refusal to make a request when requested may lead to action being taken under the Disciplinary Procedure, which may include dismissal.

If you are retained on Jury Service for a prolonged period, you have an obligation to notify the Organisation and must keep in regular contact throughout. You must return to normal working immediately following your release from Jury duties.

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

You must give the Organisation a Certificate of Loss of Earnings which we will complete and return to you.

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

PUBLIC DUTIES

You are entitled to reasonable time off during working hours to perform the duties associated with the positions listed below. There is no statutory entitlement to payment for this time off. The public positions which qualify are:

- magistrate
- member of a local authority
- school governor
- member of a statutory tribunal
- members of a police authority
- member of the managing or governing body of an educational establishment
- member of a health authority
- member of the General Teaching Councils for England and Wales
- members of the Environment Agency
- member of the prison independent monitoring boards
- trade union member (for trade union duties)
- member of the Service Authority for the National Criminal Intelligence Service, or the Service Authority for the National Crime Squad

You are not, however, entitled to payment for this time.

RESERVE FORCES DUTIES

You must let us know as soon as possible if you are called up (mobilised).

The Organisation may ask you to delay or cancel this if your absence would seriously harm the business.

You must write to the Organisation as soon as you know when you can return to work. This must be no later than the third Monday after your last day of service.

You are entitled to return to the same type of job you were doing before you were mobilised, on the same terms and conditions. If the job no longer exists, you are entitled to a reasonable alternative.

If you have up to 13 weeks' service before mobilisation you have the right to be employed for at least 13 weeks after your return.

If you have at least 13 weeks' but less than 52 weeks' service before mobilisation you have the right to be employed for at least 26 weeks after your return.

If you have at least 52 weeks' service before mobilisation you have the right to be employed for at least 52 weeks after your return.

The Organisation will not pay you for this time off as you can claim financial support from the Ministry of Defence during this time.

Wastage

We maintain a policy of "minimum waste" which is essential to the cost-effective and

efficient running of our organisation.

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

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

The following provision is an express written term of your contract of employment:

- a) any damage to vehicles, stock or property belonging to the Organisation or to that of children and young people, other employees or the general public that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement; and
- b) any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss.

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

Anti-Bribery

POLICY STATEMENT

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

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

PROCEDURE

The Company will:

- carry out a risk assessment to ascertain the risk of bribery;
- instigate procedures proportionate to that risk;
- have good internal controls and record-keeping;
- secure the commitment of all employees to the prevention and detection of bribery;
- develop a culture in which bribery is unacceptable;

- undertake due diligence procedures proportionate to the assessed risk of bribery;
- effectively communicate the anti-bribery policy to all employees;
- train all employees to recognise bribery so that they can avoid it and be alert to possible instances of bribery;
- have clear procedures on what to do should bribery be suspected;
- train all employees so that they are aware of what to do should they discover a possible instance of bribery;
- monitor and review the effectiveness of the bribery procedures and update them as necessary to ensure that they remain effective.

Anyone who has concerns regarding acts or potential acts of bribery should speak to their Line Manager in the first instance. If for any reason you are not able to speak to your Line Manager, you should contact a more senior member of staff.

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

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

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

HOSPITALITY AND BUSINESS GIFTS

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

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

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

- all offers of business gifts should be referred to and agreed to by the anti-bribery officer;
- business gifts should not be made without the permission of the anti-bribery officer;
- a record of all business gifts made and received and the reason for the gift should be retained;
- all hospitality must be proportionate and reasonable and in line with the Company's hospitality policy; guidance should be sought from the anti-bribery officer as to whether the planned hospitality is proportionate and reasonable;
- records should be maintained of all hospitality provided and accepted, including cost and reason for providing or accepting the hospitality;
- quid pro quo arrangements are expressly prohibited;
- cash gifts are expressly prohibited;

- the provision or acceptance of entertainment of a sexual nature is expressly prohibited;
- acceptable hospitality and entertaining may include modest meals with people with whom the Company do business (such as providing a modest lunch after a meeting) or the occasional provision of or attendance at sporting or cultural events, provided that the intention is to build business relationships rather than to receive or confer an advantage;
- the provision of small promotional gifts, such as diaries, pens or similar, will generally be regarded as acceptable;
- employees reviewing expense claims should be alert to the provision of hospitality/business gifts that may be construed as a bribe;
- all concerns should be reported.

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

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

The Company expressly prohibits facilitation payments of any sort. Any employee placed under pressure to make a facilitation payment should refer the matter to the anti-bribery officer immediately.

The Company expressly prohibits the giving of donations to political parties. Any charitable donation must be consistent with the Company's policy on charitable giving and with the knowledge and consent of the anti-bribery officer.

PENALTIES

The penalties for breaching the provisions of the Bribery Act 2010 include unlimited fines for the Company, imprisonment and unlimited fines for individuals. Failure to follow these procedures may result in formal disciplinary action being taken against you, as set out in our disciplinary procedure.

Anti-Facilitation of Tax Evasion

INTRODUCTION

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

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

WHAT IS TAX EVASION?

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

Indicators of tax evasion are (non-exhaustive list):

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

OUR STANCE ON THE FACILITATION ON TAX EVASION

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

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

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

YOUR RESPONSIBILITIES

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

You must not:

- undertake any action which facilitates tax evasion
- aid or abet any action of tax evasion

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

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

REPORTING CONCERNS

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

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

You may also report a concern via the Organisation's Whistleblowing policy which is available in the Employee Handbook, or upon request.

DETRIMENT

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

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

TRAINING AND REVIEW

The Organisation will ensure that it gives all relevant training for staff in relation to financial crime detection and prevention, it will ensure it monitors and enforces compliance with the prevention procedures and regularly review the effectiveness of prevention procedures.

The Organisation reserves the right to make amendments to this policy at any time without notice.

Adverse Weather and Public Transport Disruption Policy

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

While the Organisation expects employees to make every effort to come to work, you should under no circumstances travel if it is dangerous to do so and should have due regard for your health and safety.

PROCEDURE

Severe weather or disruptions to public transport may make travelling to work slower or more difficult. Where you find that your journey to work is delayed you should, where possible, contact your Line Manager at the earliest opportunity.

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

Where poor weather conditions or disruptions to public transport result in you arriving to work late, deductions from your pay will be made accordingly.

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

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

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

The above policy is non-contractual and the Organisation reserves the right to amend or withdraw it at any time.

This policy will be applied in a spirit of common sense and reasonableness, balancing the needs of the business, our children and young people, and the safety of employees.

Dress Code

During the course of your employment, it is important that you dress appropriately and at the Organisation, appropriate clothing can be defined as jeans/leggings, a comfortable t-shirt/top and trainers/soft shoes.

For safety reasons, clothing must not be too tight or too flowing and jewellery (including facial) must not be worn as this can be grabbed and/or inflict injury in a control or restraint situation within the Organisation.

Staff can wear shorts for suitable activities but staff must revert to trousers for all other occasions. For meetings with external bodies such as Social Services, Court and Escort Duties, staff will be required to wear smart dressed.

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

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

Cash and Money Handling

Where you are involved in financial transactions you must ensure that you are aware of and comply fully with the Organisation's procedures as set out below.

CASH

You must report incorrect entries and shortages to your superior immediately.

GENERAL

You must ensure that accurate recordings are made of all monetary transactions handled by you in the course of your duties.

You must record all transactions on the appropriate documentation and issue a receipt where applicable.

All monies etc. received must be handed in with the relevant documentation; you must report any discrepancies/shortages immediately.

Fraudulent recording of financial transactions may result in dismissal.

Rights of Search

The Organisation wants to safeguard you and our property and equipment. To achieve this, the Organisation may carry out searches on its premises, including Organisation vehicles, if it has reasonable grounds for suspecting that you or another individual may have committed a criminal offence, or any serious breach of contract/Company rules. The Organisation, with consent, shall:

- search any employee (outer clothes only);
- search employee property;
- search the contents of parcels entering or leaving the premises;
- any vehicle used by an employee in the course of their employment;
- search lockers;
- search workstations including desk drawers.

Searches will be conducted in the presence of at least one witness chosen by you and the Organisation.

Searches of employees shall be carried out in private.

You can refuse to give consent. However, an unreasonable refusal to consent when requested may be viewed as misconduct and may lead to disciplinary action (up to and including dismissal) being taken against you.

If you refuse to be searched you will be required to remain in the presence of a Senior Manager whilst awaiting the Police.

The Organisation reserves the right to search your work space without prior notice to you where it has reasonable grounds to suspect you have committed a criminal offence or a breach of contract or any of its rules.

Any employee found with property that does not belong to them, and for which they cannot satisfactorily account, may be subject to the disciplinary action (up to and including dismissal). "Property" will be deemed to include confidential information.

Data Protection

The Organisation is fully committed to compliance with the requirements of the Data Protection Act 2018 and all other data protection legislation currently in force. The Regulation applies to anyone processing personal data and sets out principles which should be followed and gives rights to those whose data is being processed.

To this end, the Organisation endorses fully and adheres to the Data Protection Principles listed below. When processing data we will ensure that it is:

- processed lawfully, fairly and in a transparent way ('lawfulness, fairness and transparency')
- processed no further than the legitimate purposes for which that data was collected ('purpose limitation')
- limited to what is necessary in relation to the purpose ('data minimisation')
- accurate and kept up to date ('accuracy')
- kept in a form which permits identification of the data subject for no longer than is necessary ('storage limitation')
- processed in a manner that ensures security of that personal data ('integrity and confidentiality')
- processed by a controller who can demonstrate compliance with the principles ('accountability')

These rights must be observed at all times when processing or using personal information. Therefore, through appropriate management and strict application of criteria and controls, the Organisation will:

- observe fully the conditions regarding having a lawful basis to process personal information
- meet its legal obligations to specify the purposes for which information is used
- collect and process appropriate information only to the extent that it is necessary to fulfil operational needs or to comply with any legal requirements
- ensure the information held is accurate and up to date
- ensure that the information is held for no longer than is necessary
- ensure that the rights of people about whom information is held can be fully exercised under the Act (i.e. the right to be informed that processing is being undertaken, to access personal information on request; to prevent processing in certain circumstances, and to correct, rectify, block or erase information that is regarded as wrong information)
- take appropriate technical and organisational security measures to safeguard personal information

- ensure that personal information is not transferred outside the EU, to other countries or international organisations without an adequate level of protection

EMPLOYEES PERSONAL INFORMATION

Throughout employment and for as long as is necessary after the termination of employment, the Organisation will need to process data about you. The kind of data that the Organisation will process includes:

- any references obtained during recruitment
- details of terms of employment
- payroll details
- tax and national insurance information
- details of job duties
- details of health and sickness absence records
- details of holiday records
- information about performance
- details of any disciplinary and grievance investigations and proceedings
- training records
- contact names and addresses
- correspondence with the Organisation and other information that you have given the Organisation

The Organisation believes that those records used are consistent with the employment relationship between the Organisation and yourself and with the data protection principles. The data the Organisation holds will be for management and administrative use only but the Organisation may, from time to time, need to disclose some data it holds about you to relevant third parties (e.g. where legally obliged to do so by HM Revenue & Customs, where requested to do so by yourself for the purpose of giving a reference or in relation to maintenance support and/or the hosting of data in relation to the provision of insurance).

In some cases the Organisation may hold sensitive data, which is defined by the legislation as special categories of personal data, about you. For example, this could be information about health, racial or ethnic origin, criminal convictions, trade union membership, or religious beliefs. This information may be processed not only to meet the Organisation's legal responsibilities but, for example, for purposes of personnel management and administration, suitability for employment, and to comply with equal opportunity legislation. Since this information is considered sensitive, the processing of which may cause concern or distress, you will be asked to give express consent for this information to be processed, unless the Organisation has a specific legal requirement to process such data.

ACCESS TO DATA

You may, within a period of one month of a written request, inspect and/or have a copy, subject to the requirements of the legislation, of information in your own personnel file and/or other specified personal data and, if necessary, require corrections should such records be faulty. If you wish to do so you must make a written request to your Line Manager. The Organisation is entitled to change the above provisions at any time at its discretion.

DATA SECURITY

You are responsible for ensuring that any personal data that you hold and/or process as part of your job role is stored securely.

You must ensure that personal information is not disclosed either orally or in writing, or via web pages, or by any other means, accidentally or otherwise, to any unauthorised third party.

You should note that unauthorised disclosure may result in action under the disciplinary procedure, which may include dismissal for gross misconduct. Personal information should be kept in a locked filing cabinet, drawer, or safe. Electronic data should be coded, encrypted, or password protected both on a local hard drive and on a network drive that is regularly backed up. If a copy is kept on removable storage media, that media must itself be kept in a locked filing cabinet, drawer, or safe.

When travelling with a device containing personal data, you must ensure both the device and data is password protected. The device should be kept secure and where possible it should be locked away out of sight i.e. in the boot of a car. You should avoid travelling with hard copies of personal data where there is secure electronic storage available. When it is essential to travel with hard copies of personal data this should be kept securely in a bag and where possible locked away out of sight i.e. in the boot of a car.

NOTIFYING BREACHES

A personal data breach is a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or processed.

The following are examples of data breaches

- a) access by an unauthorised third party;
- b) deliberate or accidental action (or inaction) by a data controller or data processor;
- c) sending personal data to an incorrect recipient;
- d) computing devices containing personal data being lost or stolen;
- e) alteration of personal data without permission;
- f) loss of availability of personal data.

INVESTIGATION AND NOTIFICATION

In the event that we become aware of a breach, or a potential breach, an investigation will be carried out. This investigation will be carried out by a Director.

We will undertake to notify the Information Commissioner of a breach which is likely to pose a risk to people's rights and freedoms without undue delay and at the latest within 72 hours of discovery. If we are unable to report in full within this timescale, we will make an initial report to the Information Commissioner, and then provide a full report in more than one instalment if so required.

We will undertake to notify the individual whose data is the subject of a breach if there is a high risk to people's rights and freedoms without undue delay and may, dependent on the circumstances, be made before the supervisory authority is notified.

RECORD OF BREACHES

The Organisation records all personal data breaches regardless of whether they are notifiable or not as part of its general accountability requirement under the Data Protection Act 2018. It records the facts relating to the breach, its effects and the remedial action taken.

POLICY STATEMENT ON THE SECURE STORAGE, HANDLING, USE, RETENTION AND DISPOSAL OF DISCLOSURES AND DISCLOSURE INFORMATION

As an organisation using the Disclosure and Barring Service to help assess the suitability of applicants for positions of trust, we comply fully with the Disclosure and Barring Service Code of Practice regarding the correct handling, use, storage, retention and disposal of disclosures and disclosure information. We also comply fully with our obligations under the Data Protection Act 2018.

Disclosure information is never kept in an applicant's personnel file. It is always kept separately and securely in lockable, non-portable storage containers with access strictly controlled and limited to those who are authorised to see it as part of their duties in accordance with Section 124 of the Police Act 1997.

We maintain a record of all those to whom disclosures and disclosure information has been revealed and we recognise that it is a criminal offence to pass the information to anyone who is not entitled to receive it.

Disclosure information is only used for the specific purpose for which it was requested.

Once a recruitment (or other relevant) decision has been made, we do not keep disclosure information for any longer than is absolutely necessary in order to allow for the consideration and resolution of any disputes or complaints. Where appropriate, the Disclosure and Barring Service will be consulted and full consideration will be given to the data protection and human rights of the individual.

Once the retention period has elapsed, we will ensure that any disclosure information is immediately destroyed by secure means, i.e. by shredding, pulping or burning. While awaiting destruction, disclosure information will not be kept in any insecure receptacle (e.g. a waste bin or confidential waste sack). We will not keep any photocopy or other image of the disclosure or any copy or representation of the contents of the disclosure. However, we may keep a record of the date of issue of the disclosure, the name of the subject, the type of disclosure requested, the post for which the disclosure was requested, the unique reference number of the disclosure and the details of the recruitment (or other relevant) decision taken.

CLEAR DESKS

You must clear your desk of all personal, sensitive or confidential information at the end of each working day. Files and removable media containing personal, sensitive or confidential information must be locked away securely in desk pedestals, lockers or filing cabinets at all times, other than when in use by employees. You must make all efforts to keep this information secure and to ensure it is not readily accessible to non-authorised staff. You must dispose of personal, sensitive or confidential information securely using the confidential waste bins.

Computers

INFORMATION SECURITY

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

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

You must not use the Organisation's email or internet system for personal use unless notified otherwise by Management.

MONITORING OF ELECTRONIC MAIL (E-MAIL) AND THE INTERNET

The Organisation reserves the absolute right to monitor employees' use of e-mail and/or internet.

The Organisation reserves the right to access e-mail and audit the use of the system.

Telephone records and system records may be used to monitor your use of the Internet.

ELECTRONIC MAIL (E-MAIL)

Policy

The use of the e-mail system within the Organisation for business use is encouraged, as its appropriate use facilitates communication and improves efficiency. Used correctly, it is a facility that is of assistance to many employees. Its inappropriate use, however, causes many problems ranging from minor distractions to legal claims against the Organisation. This section sets out the Organisation's view on the correct use of the e-mail system, and explains how this can be achieved, as well as the Organisation's responses to inappropriate use.

Authorised Use

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

- the standard of presentation: the style and content of an e-mail message must be consistent with the standards that the Organisation expects from written communications;
- the extent of circulation: e-mail messages should only be sent to those employees for whom they are particularly relevant;
- the appropriateness of e-mail: e-mail should not be used as a substitute for face to face communication; "Flame-mails" (e-mails that are abusive) can be a source of stress and can damage working relationships, while hasty messages, sent without proper consideration, can cause unnecessary misunderstandings;
- the visibility of e-mail: if the message is confidential, the user must ensure that the necessary steps are taken to protect confidentiality;
- the Organisation will be liable for any defamatory information circulated either within the Organisation or to external users of the system; and
- e-mail contracts: offers or contracts transmitted via e-mail are as legally binding on the Organisation as those sent on paper.

Unauthorised Use

The Organisation will not tolerate the use of the e-mail system for any of the following:

- any message that could constitute bullying or harassment (please refer to the Organisation's Positive Work Environment Policy);
- personal use e.g. social invitations, personal messages, jokes, cartoons or chain letters; and
- downloading or distributing copyright information and/or any software available to the user.

INTERNET

Policy

The use of the Internet within this Organisation for business use is encouraged, as its appropriate use provides access to a wide range of useful information. Used correctly it is a facility which can be of valuable assistance to the Organisation and to employees in the performance of their jobs. Its inappropriate use, however, causes many problems, ranging from excessive costs for the Organisation to possible legal claims against the Organisation.

Authorised Use

You should be aware that:

- leaving Internet access open while away from your desk means that unauthorised use may occur in the absence and be attributable to you; and
- spending long periods of the working day on the Internet means normal work is not being done or colleagues are picking up an unequal share.

Unauthorised Use

The Organisation will not tolerate the use of the Internet for any of the following:

- accessing/downloading pornography or other illegal or obscene material;
- downloading software which has not been virus checked and approved;
- personal communication e.g. chatrooms, "blogging";
- accessing on-line personal services such as holidays, shopping, banking; and
- creating and/or operating a personal web site.

This is not an exhaustive list.

COMPUTER SOFTWARE

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

Virus protection software is maintained and periodically updated.

It is mandatory that you re-boot your P.C. daily with the anti-virus software to ensure that no viruses are present.

Under no circumstances must you load games or initialise game-related applications. You must obtain prior approval before loading or initialising applications related to free issue software onto Organisation equipment.

If a specific application programme is necessary for your work, then it will be purchased by the Organisation for your use.

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

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

MONITORING OF PERSONAL COMMUNICATIONS

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

SAFE INTERNET USE: GUIDANCE FOR STAFF - BENECARE LTD

The development and now widespread use of the internet, social media technology, mobile phones and gaming technology has significantly enhanced our ability to communicate, entertain and learn. There are enormous benefits to using such digital and interactive technology, and as a result its use is widespread in schools, other educational settings including youth clubs, libraries, cafes, and hotels, as well as in the home. The importance of the internet as an indispensable tool for education and development cannot be underestimated.

However, there are risks to all of us who use digital, social media and interactive technology and we have a responsibility, therefore, to safeguard and promote the welfare of children and young people and help them develop the skills to look after themselves. This includes ensuring, without compromise, that we all act responsibly, safely, and within guidelines, whilst using our own personal social media platforms.

Safeguarding Staff working with children and young people and their families

The guidance is designed to ensure that staff keep themselves safe online and act appropriately at all times. This guidance is in place to minimise the risk of any allegations of professional misconduct related to the use of digital, social media or interactive technology.

You should always be mindful not to put yourself in a situation that may comprise you or be misinterpreted either by the child or young person, their friend, parent or carer, colleagues, other professionals or any other person. This includes *both personal and professional situations*. It should be remembered that careless and inappropriate action in a personal setting, whether intended or not, could have significant implications for your professional life. Ill-judged comments made on social media may reflect poorly on your professional integrity.

Allegations of professional misconduct related to digital and interactive technology are not common. However, the impact of either an allegation or cyberbullying can be significant, both personally and professionally. Taking a few steps to be pro-active in minimising any risk to yourself, whilst you may think it unnecessary, is worth taking to avoid future complications.

As a professional working with children and young people, or their families, you may be vulnerable to have an allegation made against you or being the victim of cyberbullying. Sometimes this is a result of communication or a situation being misconstrued, but it can also be malicious.

Nine Steps to Minimise Professional Risk

1. As a professional you should fully appreciate that the onus is upon you and *not* the child or young person to distance yourself from any potentially inappropriate situation;
2. Review all content about yourself on social networking sites, such as Facebook, Instagram etc. Particularly consider removing any personal information or photographs. These could be manipulated and used against you;
3. Do not give personal information such as email addresses or mobile telephone numbers to anyone who is, or has been, a service user or is a member of their family;
4. If you wish to keep in contact with any child or young person under the age of 18, or their family, who has been a user of your service, ensure that you only use work emails or telephone numbers to communicate with them;
5. If there is any incident, related to this guidance, which involves a child, young person or their family, that causes you concern, report it immediately to your line manager. Document it as soon as possible, according to Benecare procedures;
6. Do not access any illegal or inappropriate websites on your personal computer or mobile phone. This includes illegal or inappropriate images of children, certain other types of pornography or extremist websites. It is illegal to access or download material that promotes or depicts criminal behaviour;
7. Be very careful when liaising with others in contact/web cam internet sites (for example chat rooms, message boards, social networking sites and newsgroups). Avoid inappropriate communication with individuals under 18, or with who you may be in a position of trust. Avoid inappropriate communication with those who you do not know. Adults can pose as children using interactive technology; likewise some children can pose as adults;
8. Use your common sense and professional judgement and expertise at all times to avoid circumstances which are, or could be, perceived to be of an inappropriate nature. This relates particularly to social networking sites and mobile phone technology. This includes communications you make which are directed at or seen by friends, colleagues, other professionals or the wider public;
9. The digital and interactive technology may be the virtual world, but it has an impact on our real world. Do not treat people any differently through electronic communication than you would on a personal basis.

All staff should:

- Demonstrate honesty and integrity, and uphold public trust and confidence in respect of anything placed on social networking web sites.
- Ensure that any content shared on any social networking web site, at any time, would be deemed as appropriate i.e. staff are personally responsible for ensuring that any privacy settings meet this requirement.
- Ensure appropriate language is used, at all times, for any comments placed on social networking sites.
- Ensure that any comments and/or images, at any time, could not be deemed as defamatory or in breach of any relevant legislation.

Staff must not:

- Have contact with children or young people where there is a relationship developed as part of their 'professional' role on any social networking website.
- Use social networking sites as a forum to make derogatory comments which could bring the organisation into disrepute, including making comments about children and young people, parents, other staff members, the company or the wider community. Any breaches of this policy could result in disciplinary action and may result in your dismissal.

Mobile Telephones

MOBILE PHONES ISSUED BY THE ORGANISATION

Where a mobile phone has been issued, it is for business use only and at all times will remain the property of the Organisation. A mobile phone is provided primarily to enable you to do your job – i.e. to keep the Organisation informed at the earliest opportunity of matters which it needs to know and for you to be similarly contactable by the Organisation, or to contact children and young people when you are working away from your base. Therefore, it is your responsibility to ensure that the mobile phone is kept charged and switched on while you are on duty.

If you have been issued with a mobile phone, you are responsible for the safekeeping and condition of the mobile phone at all times. You will be responsible for any cost of repair or replacement other than fair wear and tear. The Organisation will arrange for any repair or replacement. In the event that the mobile phone is lost/stolen, the Organisation must be notified immediately in order to cancel the number. You agree that upon termination of your employment, should you not return your mobile phone or should your mobile phone be returned in an unsatisfactory condition, the cost of replacement or a proportionate amount of this, as decided by the Organisation, will be deducted from any final monies owing to you, or you will otherwise reimburse the Organisation.

PERSONAL MOBILES

Unless a personal mobile phone has been approved for personal use, you should not make or receive personal calls during working hours. Under normal circumstances personal phones must be turned off. If you need to be contacted during working hours, calls should be made to the Organisation's main number.

Where special circumstances dictate and you request that you need to have the use of a personal phone during working hours, this must be referred to your Manager who will deal with such a request on an individual basis.

Unauthorised use of a personal mobile phone during working hours may result in a disciplinary warning or dismissal, depending on the circumstances.

ANTI-HARASSMENT

You must be aware that certain operations that may be performed on mobile phones may breach Organisation rules and procedures. You must understand that the sending of text messages or digital images that are or could be deemed offensive is strictly prohibited.

The photographing or filming of fellow employees, children and young people, visitors or any member of the public without their consent may breach an individual's right to privacy and could in certain circumstances constitute harassment.

It is against the principles of this Organisation for any person to be harassed in such way, and will not be tolerated. Any instance that comes to the Organisation's attention will be investigated. Should you be found to have used a mobile phone in such a way you may be subject to the Disciplinary Procedure, which could include dismissal.

If you feel that you have been a victim of this form of harassment, you should bring this to the attention of management immediately.

Social Media Policy

The Company recognises that many employees use the internet for personal purposes through social networking websites such as Facebook, Twitter, Snapchat, Instagram etc (this list is not exhaustive), and respects an employees right to a private life. The Company however must also ensure that its confidentiality and its reputation are protected, as well as the rights of our employees and service users.

The Company therefore requires employees using social networking websites to refrain from making any comment or having any discussion which:

- Makes reference to the Company, its employees, service users or their families.
- Identifies any of the Company's associates, services users or their families.
- Violates another employee's, service users or their family's dignity, or creates an intimidating, hostile, degrading, humiliating, negative or otherwise offensive working environment.
- Breaches anti-discrimination legislation.
- Harasses or bullies an employee, service user or family member, or damages working relationships.
- Breaches the Company's confidentiality, is detrimental to the company's interests, or damages its reputation.

To avoid any potential problems it is recommended that employees follow the following principles:

- Make sure that they have set their privacy settings appropriately (if in doubt, they should be set for maximum privacy).
- Set up two profiles; a personal one and another for public.

- Organise different lists of contacts for professional and personal groups and set the access permissions accordingly.
- Avoid adding service users or relatives to their list of contacts.
- *Maintain professional standards at all times.*
- Never post anything that could be interpreted as unprofessional.
- Never post work or service user's information, including photographs and videos.
- Ensure that their friends do not post information, photographs or videos that could be interpreted as incriminating.

The above principles apply equally to information or comments posted by employees from their personal device and are irrespective of whether the posts are done during working hours or in the employee's personal time.

However, personal use of social media is not permitted during working hours in any circumstances, and if any employee is found to be doing so then this may be regarded as gross misconduct and lead to action under the Company's disciplinary procedure.

If comments of the nature described above come to the attention of the Company, this will be investigated and may be regarded as gross misconduct and lead to action under the Company's disciplinary procedure.

Any improper or inappropriate use of social media that may have, or be construed to have, a potential detrimental effect on the Company, its reputation, its employees, or its clients, may be regarded as gross misconduct and lead to action under the Company's disciplinary procedure.

No computer, tablet, mobile phone, or any other digital equivalent belonging to Benecare Ltd, is to be used for personal reasons, without the express permission of the Registered Manager or the Managing Director. Any attempt of such may be regarded as gross misconduct and lead to action under the Company's disciplinary procedure.

STATEMENTS TO THE MEDIA

Any statements to reporters from newspapers, radio, television, etc. in relation to our business will be given only by the Director.

Social Media and Professionalism

All staff within Benecare must be cognisant of the fact that there must be boundaries relating to staff members communicating with service users/their families outside of their working role irrespective of a looked after child or young person being a resident or not.

It is of course understandable and desirable that all staff enjoy and encourage constructive working partnerships with the families of our service users but these must be within professional bounds.

For instance:

- Sharing of personal details such as addresses, names and information concerning staff members own families and friends and or pictures with the friends/families of service users is inappropriate.
- Social gatherings and events where there is any element of association with the children and families of staff alongside the children and families of service users is also inappropriate.

The expectation of Benecare is that staff do not engage in Social Media activity with the friend/family of service users.

There are official and conventional communication systems which can and should be used effectively for communication relating to our care of children and young people; which do not generate or engender the ability of the public at large to use such information in undesirable, often vindictive, malicious and ultimately time consuming ways for the company at large.

As many staff are aware the work within which we engage often attracts complaints and allegations - and from a safeguarding viewpoint such a situation is desirable.

However the Benecare position is that careless often reckless use of Social Media platforms as outlined above represents an unnecessary and unprofessional action which could ultimately result in Disciplinary action instituted by this organisation should breaches of this policy occur.

Safe Handling & Administration of Medication

If you are involved in the handling and administration of medication you must operate in accordance with the procedures and rules set out below, and also the Medicines Act 1968, the Misuse of Drugs Act 1974 or any statutory re-enactment or modification. The Organisation will provide any necessary training and education in order for such responsibilities to be complied with. You must therefore:

- record accurately medicines, and update records at the time of administration; children's records must state the type of drug, the dosage, when it was issued and by whom.
- not leave any medication not locked in the medication cabinet unattended, as you are responsible for the security of medication held on the premises.
- not administer prescriptions which are misleading or unclear without prior clarification, as you are responsible for ensuring that residents receive the correct medication, in the correct dosage, at the correct time.
- never administer medication if unqualified to do so, this should only be carried out by a suitably trained member of staff.
- report any missing (medication) immediately to senior staff.
- familiarise yourself and comply with the legislation relating to the safe handling and administration of medication.
- never exceed the stated dosage of medicines to any child or young persons without the consent of a Doctor, any such consent must be confirmed in writing and stored in the medication file.

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

Care of Children & Young People

The Organisation's vision is to take care of all children, young adults and employees in its care. It is the responsibility of each of us to maintain the Organisation's integrity. To achieve this we will:

- Operate to a high standard of integrity and honesty in all aspects of the business;
- Offer the highest standard of care to all children, in particular treating them with individual dignity and respect.
- Notify all relevant parties of any changes to a child's care plan, Individual risk assessment or Behaviour Support Plan
- Wherever necessary ensure the children and young people in our care have the appropriate aids to be able to communicate their needs.
- Observe and respect the culture, traditions and sensitivities of the children and their parents / families
- Fully Comply with all mandatory staff training linked to working with children and young people.
- Have an awareness of the latest legislation relating to working with Children & young people, National Minimum Standards for Children's Homes (1st April 2015)
- Ensure we care out a person centred care approach which includes meeting needs for equality and diversity.
- Ensure every child or young person has the opportunities to be involved as much as possible with their own care and staff to ensure they actively encourage this.
- Always notify the appropriate Manager if you have any concerns, questions surrounding the safeguarding of our children & young people

All professionally qualified employees will ensure compliance with the professional codes as laid down by their professional bodies.

The Organisation expects its employees to ensure the care of the children is conducted according to the standards and requirements stipulated by the appropriate authorities (including OFSTED), and reflects the highest standards possible of moral and general ethics.

If you are employed in a capacity where a recognised qualification is essential in order to carry out your duties effectively, your employment is subject to the production of the certificate appropriate to your appointment.

Safeguarding

Safeguarding is everyone's responsibility.

Staff must be alert to the possibility of abuse by other young people, visitors, staff members, carers or other adults. It is the right of every individual to live in their home, safe from harm or abuse.

Therefore, it is of paramount importance that you have:

- Read, discussed and signed the Safeguarding Policy and Procedure for your Home.
- Be alert to the possibility of a young person suffering harm.
- Be confident and professionally inquisitive.
- Ensure “safeguarding” and “Whistleblowing” conversations are part of regular supervisions and team meetings.

YOU MAY BECOME AWARE OF A CONCERN BY ONE OR MORE OF THE FOLLOWING:

- Your own observations.
- A young person alleges abuse by someone.
- You have good reason to suspect that a child/young person has been (or is being) abused by someone.
- You are told by a third party that they know or suspect that a child/young person is being abused.
- You suspect or are told by a third party that a child/young person (who may have no connection with the Home is being or has been abused.

In order to ensure the safety of children/young people in our care; staff are to report and record allegations or reports of concern about a staff member, young person, carer, other adult or visitor.

We have adopted the following:

If any member of staff receives such information from any source, or is concerned in any way, that a child or young person is a victim of abuse or worried about their safety or well-being, they should:

- Immediately inform the Registered Manager; Deputy Manager or another Benecare Homes Registered Manager in their absence. Alternatively, staff can immediately contact - LADO - Social Worker -Police - Health Professionals - Ofsted and or Children’s Service Assessment Team directly; Staff are to promptly follow up Safeguarding conversations via their personal Benecare email with the Registered Manager they reported the matter to.
- If it is Out of Office Hours, then staff must use the Benecare “On-Call” Management Rota to inform another Benecare Manager.
- The Registered Manager, or Deputy, will then liaise with the appropriate– LADO- Social Worker -Police- Health Professionals - Ofsted and or Children’s Service Assessment Team at the earliest opportunity.

CONTACT DETAILS:

Registered Manager		Madison House	
Deputy Manager		Mulberry Court	
On Call Manager		Ocean Lodge	
Kent LADO		Charleston House	

Ofsted		Roseland House	
Police		Regional Office	
Service Manager		Head Office	

IF THERE IS CONCERN OF IMMEDIATE DANGER THEN CONTACT THE POLICE FOR EMERGENCY ASSISTANCE ON 999.

Information for Drivers of Organisation Vehicles

Where any journey requires you to travel through any congestion or charge zone you must ensure that the applicable charge has been paid prior to you travelling. You shall be responsible for the payment of any charges not settled prior to travelling through a congestion or charge zone. If these sums remain unpaid the appropriate deductions will be made from your pay in such circumstances.

The consumption of alcohol or drugs prior to or during the course of driving is strictly prohibited and infringement of this rule may result in your summary dismissal.

You must ensure that the vehicle is kept in good condition. This includes keeping it clean and ensuring that the tyre pressure, lights, oil, water etc. are up to the required standard. You must not drive the vehicle in an unroadworthy condition. Any defects must be reported immediately to management. The vehicle must not be driven without the fault being rectified or prior approval given.

If a telephone is installed in your vehicle, it may only be used for business purposes or in an emergency unless prior authorisation to do so has been given; and in accordance with the law.

You and any passengers must wear seatbelts at all times when the vehicle is in motion. Fines for not wearing a seatbelt will be your responsibility.

You must plan journeys sufficiently to ensure safe arrival. This means that enough time must be allocated for the journey, allowing for delays and rest-breaks on long journeys. You must ensure that you are fit to drive and that you are not tired before setting off on long journeys.

To make long journeys safer, you should not drive for more than two hours without a break. The use of overnight stays for long journeys may be permitted with prior management approval.

You should check weather forecasts and road traffic conditions before setting out on journeys. In the event of adverse weather or road conditions you should carry out all necessary driver checks and adjust your journey times or routes or reschedule your journey if necessary.

You will need to produce your driving licence each year, or as otherwise requested, so that a copy can be kept on file for insurance purposes. You are also required to comply with the Organisation's driving licence check process as and when requested, to enable the Organisation to check the details of your driver record held by the DVLA. You must inform the Organisation immediately if you are no longer entitled to drive for any reason.

You must pay full attention to your driving at all times, and avoid distraction, which can be caused by technology (e.g. phones, satellite navigation devices, audio equipment), eating or drinking, or others in the car. You should familiarise yourself with the rules in the Mobile Phones section.

DRIVERS OF ORGANISATION CARS

The information set out below applies if you have been provided with a car for personal use.

You are reminded that the vehicle provided to you is a costly item. In order to safeguard it and to ensure it is used correctly, you must adhere to the following at all times.

A vehicle is only available if you hold a current and valid driving licence.

As all vehicles are insured through the Organisation, any conviction for driving offences, any driving endorsements and any fines incurred must be reported immediately. You are personally responsible for the payment of any fine or fixed penalty incurred whilst in charge of the vehicle.

If you are considered to be acting carelessly or recklessly in your use of the vehicle, you may be subject to action under the Disciplinary Procedure (and this may involve the withdrawal of the vehicle where appropriate). If you are prosecuted or convicted of a driving offence, which results in a period of disqualification (and the holding of a licence, is an essential requirement of the job) this may result in your dismissal.

You must immediately report any and every accident or incident in which a vehicle in your charge becomes involved, regardless of fault and whether or not persons or property are affected.

The appropriate documentation must be carried at all times (e.g. insurance details), and you must ensure that all security devices are operable when the vehicle is left unattended.

You are responsible for ensuring that any service, maintenance and repair is carried out. All vehicles must be serviced in accordance with the Organisation's policy and/or manufacturer's recommendations. Services must be arranged on time and the service record completed and stamped by the garage. Whenever possible servicing should be booked and carried out at a time when it will cause least disruption to your working day. You must obtain prior authorisation from management and/or the Organisation's insurers with the required quotes in the event of the vehicle requiring any repair work, and must not hire a replacement vehicle whilst repairs are being carried out without prior authorisation.

Where you are responsible for any damage or loss to the vehicle deliberately or otherwise, the Organisation reserves the right to insist on you rectifying the damage at your own expense or paying the excess part of any claim on the insurers. You will be responsible for any fines incurred. If these sums remain unpaid the appropriate deductions will be made from your pay in such circumstances.

When you are travelling in any Organisation vehicle you must not smoke (this includes, the use of electronic cigarettes (e-cigarettes) or electronic nicotine delivery systems (ENDS)) or allow others to smoke under any circumstances. The only exception will be if you are using your own vehicle on Organisation business and you will be the only occupant.

If you wish to take your vehicle abroad you must obtain prior authorisation and further information.

You must not have modifications made, or extras fitted to the vehicle, without prior permission from management. Where the reversal of the modification or the removal of the extra would result in the value of the vehicle being less than had they not been done or fitted, then the modification and/or extra will become the property of the Organisation.

The Organisation reserves the right to require you to surrender any vehicle you have been issued with, at any time, in the event of absence from work. (This does not apply to the statutory Maternity/Adoption/Paternity/Shared Parental/Parental Leave period). You must make your vehicle available for another employee to use on business at any time.

Only authorised personnel may drive the Organisation's vehicles. Unauthorised passengers must not be carried in vehicles, nor must vehicles be used for personal purposes without permission.

You will be liable to pay for all fuel used in respect of private mileage.

In the event of termination of your employment, you will not be entitled to the private use of the vehicle or entitled to compensation for the duration of your contractual notice period.

Upon termination of employment you must return the vehicle in a clean and tidy state. If it is not returned in a satisfactory condition a charge may be made for valeting costs, which will be deducted from any outstanding salary.

Upon termination of employment you must return the vehicle to the Organisation's premises. If it is not returned a charge will be made for recovery costs, which will be deducted from any outstanding salary.

This section should be read in conjunction with the Expenses and Mobile Phone Policies.

DRIVERS OF COMMERCIAL VEHICLES

The information set out below applies if you drive pool cars or commercial vehicles.

You are reminded that the vehicle provided to you is a costly item. In order to safeguard it and to ensure it is used correctly, you must adhere to the following at all times.

A vehicle is only available if you hold a current and valid driving licence.

As all vehicles are insured through the Organisation, any conviction for driving offences, any driving endorsements and any fines incurred must be reported immediately. You are personally responsible for the payment of any fine or fixed penalty incurred whilst in charge of the vehicle.

If you are considered to be acting carelessly or recklessly in your use of the vehicle, you may be subject to action under the Disciplinary Procedure (and this may involve the withdrawal of the vehicle where appropriate). If you are prosecuted or convicted of a driving offence, which results in a period of disqualification (and the holding of a licence is an essential requirement of the job) this may result in your dismissal.

You must immediately report any and every accident or incident in which a vehicle in your charge becomes involved, regardless of fault and whether or not persons or property are affected.

Only authorised personnel may drive the Organisation's vehicles. Unauthorised passengers must not be carried in vehicles, nor must vehicles be used for personal purposes without permission.

The appropriate documentation must be carried at all times (e.g. insurance details), and you must ensure that all security devices are operable when the vehicle is left unattended.

You have a duty of care to complete the Drivers' Log in the vehicle on a daily basis to record who is driving the vehicle at any particular time. Failure to complete the Drivers' Log accurately could lead to action under the Disciplinary Procedure.

Where you are responsible for any damage or loss to the vehicle deliberately or otherwise, the Organisation reserves the right to insist on you rectifying the damage at your own expense or paying the excess part of any claim on the insurers. You will be responsible for any fines incurred. If these sums remain unpaid the appropriate deductions will be made from your pay in such circumstances.

When you are travelling in any Organisation vehicle i.e. personally allocated car, pool car or commercial vehicle you must not smoke (this includes the use of electronic cigarettes (e-cigarettes) or electronic nicotine delivery systems (ENDS)) or allow others to smoke under any circumstances. The only exception will be if you are using your own vehicle on Organisation business and you will be the only occupant.

The Organisation reserves the right to require you to surrender any vehicle you have been issued with, at any time, in the event of absence from work. You must make your vehicle available for another employee to use on business at any time.

Under certain conditions, other persons outside of the Organisation may be allowed the use of your vehicle. If you require further details you should contact management. Aside from other conditions, which may apply, you will be responsible for payment of any fines or damage incurred by the third party.

In the event of termination of your employment, you will be entitled to retain the use of a vehicle for the duration of your contractual notice period where applicable. However, the Organisation reserves the right to replace your vehicle with a suitable alternative for the duration of your notice.

Upon termination of employment you must return the vehicle in a clean and tidy state. If it is not returned in a satisfactory condition a charge may be made for valeting costs, which will be deducted from any outstanding salary.

Upon termination of employment you must return the vehicle to the Organisations premises. If it is not returned a charge will be made for recovery costs, which will be deducted from any outstanding salary.

If you are the driver of a commercial vehicle you are responsible for any load until a signed receipt for delivery is received. It is your responsibility to ensure that signatures are legible and accompanied by the receiver's printed name. Should any goods arrive in a damaged state, the contents must be checked in the presence of a witness and the delivery note endorsed with precise details of the contents and details of the damage.

You are responsible for the safe transit of both vehicle and load. You are responsible for ensuring that all loads are properly secured at all times.

You must ensure that any trailers are coupled and uncoupled safely. It is your responsibility to ensure that containers are properly sealed; where it is found that a container is not properly sealed, it must be reported immediately.

Any uniform provided must be worn at all times whilst on duty.

You must report in regularly. Where it is not possible to complete the required assignments for any reason, the Organisation must be contacted and kept fully informed of the situation.

You must comply with all statutory and Organisation regulations regarding the recording of daily mileage, journeys undertaken and driving hours, and must not exceed maximum driving hours by working for a third party.

Any statutory regulations in respect of the use of Trade Plates must be complied with.

DRIVERS USING PRIVATE VEHICLES ON ORGANISATION BUSINESS

Where you are required to use your own vehicle on Organisation business you must ensure that you hold appropriate business insurance and a valid MOT certificate (where required) and that the vehicle is taxed. You will need to produce copies of your insurance, road tax and MOT certificate (if applicable) each year or as otherwise requested so a copy can be kept on file. You must inform the Organisation immediately if you cease to have valid cover in respect of MOT, tax or insurance.

Any travelling expenses incurred in undertaking Organisation duties in your own motor vehicle will be reimbursed by the Organisation, according to the number of miles travelled.

DRIVING

You must ensure that you have proper control of any vehicle that you are driving at all times.

It is an offence to use hand-held mobile phones whilst driving. You will be liable for prosecution if you are holding a mobile phone and any other type of hand-held device to send or receive any sort of data, be it voice, text or pictorial image. You are regarded to be driving if you are in charge of a vehicle with its engine running on a public road, even if the vehicle is stationary. It is therefore strictly forbidden for you to use hand-held mobile phones whilst driving.

A mobile phone may only be used where there is an in-coming call or an out-going voice activated call through a hands-free device that is activated without a need to hold the phone at any time, in which case the call should be kept to the shortest possible time and only to effect essential communications. When you need to operate the mobile phone or make or deal with a call through the hands-free device for longer than receiving or giving a short communication, before doing so you must stop and park the vehicle where it is safe and lawful to do so and with the engine switched off. Whilst driving, you must not use the text message facility on the mobile phone, or if available through such a phone, an image facility or internet access.

You are personally responsible for the payment of any fine or fixed penalty incurred whilst in charge of the vehicle. Any conviction for driving offences, any driving endorsements and any fines incurred must be reported immediately as this may affect the Organisation's insurance.

You should note carefully that a breach of the Organisation's rule on the use of a mobile phone whilst driving may render you liable to action under the Disciplinary Procedure, up to and including dismissal dependent upon the circumstances.

Grievance Procedure

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

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

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

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

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

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

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

Public Interest Disclosure (Whistleblowing) Policy

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

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

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

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

- a criminal offence has been committed, is being committed or is likely to be committed
- a person has failed, is failing or is likely to fail to comply with any legal obligation to which he or she is subject

- a miscarriage of justice has occurred, is occurring or is likely to occur
- the health and safety of any individual has been, is being or is likely to be endangered
- the environment has been, is being or is likely to be damaged
- information tending to show any matter falling within any one of the preceding paragraphs has been, is being or is likely to be deliberately concealed.

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

PROCEDURE

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

First raise the issues with your Line Manager, who will treat the matter in confidence.

If it is not be appropriate to raise the issues with your Line Manager you should raise the issue with a more senior member of management, or, if not possible, another member of management at the same level.

It is likely that an investigation will be necessary and you may be required to attend an investigatory meeting and/or a disciplinary hearing (as a witness).

At the investigation meeting you will need to explain fully the nature and extent of what you believe is the problem. You may bring a colleague to help you explain the situation more clearly if you wish.

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

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

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

- If you reasonably believe that the relevant failure as listed in any of the above practices relates wholly or mainly to the conduct of a person other than someone in the Organisation or any other matter for which a person other than the Organisation has legal responsibility, then you should make that disclosure to that other person.
- Also, you may make such a disclosure to Protect, the leading authority on public interest whistleblowing, if you consider that it has an interest in the matter and, despite the best efforts of the Organisation, you believe that disclosure within the Organisation is inappropriate or as noted previously has been unsuccessful.

Disclosures made to legal advisors in the course of obtaining legal advice will be protected.

If any disclosure concerns information which you do not substantially believe is true or indeed if the disclosure is made for personal gain, then you may become subject to action under the Disciplinary Procedure, which could include dismissal.

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

Equality, Inclusion and Diversity

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

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

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

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

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

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

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

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

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

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

You can contribute by:

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

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

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

Positive Work Environment Policy

STATEMENT OF THE POLICY

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

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

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

The Organisation is committed to ensuring that individuals do not feel apprehensive because of their religious belief, gender, marital/civil partnership status, sexual orientation, race, age, disability or as a result of being subjected to any inappropriate behaviour.

All employees can expect to:

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

All employees are expected to:

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

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

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

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

DEFINITION OF HARASSMENT

Harassment is unwanted conduct that violates a person's dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment for them.

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

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

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

DEFINITION OF BULLYING

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

The following examples may constitute bullying:

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

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

YOUR RESPONSIBILITIES

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

MANAGERIAL RESPONSIBILITY

Managers and supervisors have a responsibility to ensure that harassment or bullying does not occur in work areas for which they are responsible. They are committed to the elimination of bullying and harassment and must be vigilant in preventing acts wherever possible.

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

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

The Organisation will provide training to ensure that all managers, supervisors and other staff are fully aware of this policy and the procedures for dealing with harassment and bullying.

PROCEDURE FOR DEALING WITH ALLEGED HARASSMENT OR BULLYING

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

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

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

If you decide to make a formal complaint you should do so through the Grievance Procedure as soon as possible after the incident has occurred. All complaints will be handled in a timely and confidential manner. You will be guaranteed a fair and impartial hearing and the matter will be investigated thoroughly. If the investigation reveals that your complaint is valid, prompt attention and action designed to stop the behaviour immediately and prevent its recurrence will be taken. In such circumstances, if relocation proves necessary, every effort will be made to relocate the harasser or bully rather than you as the victim; however, the Organisation will endeavour to relocate you if this is your preference.

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

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

PROCEDURE FOR DEALING WITH ALLEGED HARASSMENT OR BULLYING FROM A THIRD PARTY

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

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

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

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

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

Employee Assistance Programme (EAP)

The Organisation recognises that employees may face and need help with a variety of issues throughout their lives, and as part of the commitment to employee wellbeing the Organisation provides an Employee Assistance Programme (EAP).

Support is available on a range of issues including legal, financial, emotional, health issues and work related concerns.

Specific details of how to access the service will be provided separately.

EMPLOYEE COUNSELLING

If you are subjected to harassment or bullying, you may seek advice, support and counselling in total confidence without any obligation to take a complaint further. An Employee Assistance Programme is available to provide advice and assistance covering the following functions:

- offering guidance on resolving problems;
- assisting in resolving problems informally by seeking, with your consent, a confidential and voluntary interview with the person complained against in order to pursue a solution without recourse to the formal disciplinary and dismissal procedure or grievance procedure;
- assisting in submitting a grievance if you wish to complain formally;
- securing an undertaking, where appropriate, by the person who is the subject of the complaint to stop the behaviour which has caused offence;
- counselling as to future conduct where a problem has been resolved without recourse to formal procedures;

For further information on the support available contact management.

Health and Safety

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

You are required to take all reasonable steps to safeguard your health and safety, and that of any other person who may be affected by your actions, and to observe at all times published health, safety and fire rules and procedures.

All accidents must be reported to management and entered into the Accident Book as necessary.

Smoke-Free Workplace Policy

It is the Organisation's policy that all of its workplaces are smoke-free and that you have the right to work in a smoke-free environment.

Smoking including the use of electronic cigarettes (e-cigarettes) or electronic nicotine delivery systems (ENDS) is prohibited throughout the entire workplace with no exceptions. This includes the Organisation's vehicles.

The Organisation will inform employees if provisions have been made for smoking including electronic cigarettes (e-cigarettes) or electronic nicotine delivery systems (ENDS) and where designated smoking areas can be located.

Where areas have been designated, it is your responsibility to ensure that all cigarettes and cigarette ends are properly extinguished and the area is kept clean and tidy at all times.

Failure to adhere to this policy may result in formal disciplinary action being taken against you, as set out in the Organisation's Disciplinary Procedure.

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

Personal Protective Equipment (PPE)

Where required, the Organisation will provide you with PPE, which you must wear at all appropriate times whilst carrying out working duties. This equipment is issued for your own protection.

You are responsible for the safekeeping and proper use of the PPE.

If you become aware that the equipment may be faulty, it is your responsibility to immediately notify the Organisation in order that it may be replaced.

The Organisation will replace equipment damaged due to normal wear and tear free of charge and will ensure that it meets current safety standards. However, you will be responsible for the cost of replacement should replacement be necessary as a result of your own negligence.

You agree that on termination of your employment, should you not return your PPE or should your PPE be returned in an unsatisfactory condition, the cost of replacement or a proportionate amount of this, as decided by the Organisation, will be deducted from any final monies owing to you, or you will otherwise reimburse the Organisation.

Failure to follow these procedures may also, after formal investigation, lead to the Organisation taking action against you under the disciplinary procedure.

Alcohol and Substance Abuse

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

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

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

The Organisation also has a duty towards its vulnerable children and young people and as such drinking alcohol, or being under the influence of alcohol/drugs and/or drug abuse whilst attending work, or being in possession of or dealing in illegal drugs whilst at work is forbidden.

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

The Organisation will treat all relevant discussions in strict confidence.

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

Supporting Positive Mental Health

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

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

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

Employees are encouraged to use the confidential telephone counselling service provided via our Employee Assistance Programme for the opportunity to talk to a trained expert on any issues that are concerning them.

Disciplinary Rules

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

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

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

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

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

GENERAL RULES (THIS LIST IS NOT EXHAUSTIVE)

You must conduct yourself and perform your work at all times in a manner that is in the interests of the Company. Any conduct detrimental to its interests or its relations with any third party, or damaging to its public image, shall be considered to be a breach of the Company's rules.

You are expected to achieve and maintain a good standard of work and to show a conscientious approach to the job or to the detail of that job to a standard that may reasonably be expected.

You must maintain acceptable attendance at work and timekeeping.

You are expected to read and observe all authorised notices that are displayed by the Company.

You are engaged on the basis that you must be prepared to undertake reasonable duties other than those for which you have been specifically engaged to ensure maximum efficiency.

You must not make use of telephones, e-mail or postal facilities or any other communication mode for personal purposes without the prior permission of management. You must adhere to the Company's policy with regard to the use of mobile phones and other devices.

You are not permitted to remove material or equipment of any kind from the Company without prior permission.

You must notify the Company immediately of any incident causing damage to property belonging to the Company (e.g. building, machinery and equipment), or to the property of fellow employees, visitors or customers/clients.

Working time and/or the Company's material or equipment must not be used for any unauthorised work.

You must act in accordance with the Company's working procedures.

Personal hygiene and appearance must be of an acceptable standard.

Visitors are not allowed onto the premises at any time without prior authority.

An orderly and courteous manner must be maintained at all times.

Socialising is not permitted on the premises without prior authorisation.

You are required to submit your person or property, including vehicles, to being searched whilst on the Company's premises, or at any time at the reasonable requirement of the Company.

You must comply with the Company's rules on no smoking, including no smoking in Company's vehicles.

You are required to comply with the Company's policy of not permitting the display of flags, emblems, posters, graffiti, etc. or the circulation of literature which is likely to give offence or cause apprehension among particular groups of employees.

Unofficial references or opinions about current or ex-employees must not be made or given to third parties under any circumstances.

GROSS MISCONDUCT

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

- fighting, physical assault or dangerous horseplay;
- serious cases of bullying, offensive, aggressive, threatening or intimidating behaviour or excessive bad language;
- theft or misappropriation of the Company's property or property belonging to another employee, or fraud;
- drinking alcohol or being under the influence of alcohol/drugs and/or drug abuse whilst attending work;

- being in possession of, or dealing in illegal drugs whilst at work;
- breach of safety rules and/or any action, which seriously endangers the health or safety of an employee or any other person whilst at work
- unlawful discrimination, harassment and/or bullying;
- breach of any of the Company's policies;
- deliberate damage to property.
- Unauthorised recording of any workplace meeting, including but not limited to disciplinary meetings.

Disciplinary Procedure

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

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

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

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

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

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

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

It is not permissible to record, whether audio and/or visual, any meetings which take place as part of this procedure, without the express written authorisation of the Organisation.

The Organisation may commence the disciplinary procedure, depending on the circumstances, at any of the following levels:

Written warning

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

Final written warning

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

Dismissal

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

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

Capability Procedure

INTRODUCTION

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

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

JOB CHANGES/GENERAL CAPABILITY ISSUES

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

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

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

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

PERSONAL CIRCUMSTANCES/HEALTH ISSUES

Personal circumstances may arise which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice. Under normal circumstances this can be most easily obtained by asking your own

doctor for a medical report. Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

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

PROCEDURE

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

It is not permissible to record, whether audio and/or visual, any meetings which take place as part of this procedure, without the express written authorisation of the Organisation.

The Organisation may commence the capability procedure, depending on the circumstances, at any of the following levels:

Written warning

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

Final written warning

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

Dismissal

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

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

Disciplinary and Capability Appeal Procedure

The appeal procedure does not form part of your contract of employment.

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

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

You should address your appeal to the person stated in your Statement of Main Terms of Employment.

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

It is not permissible to record, whether audio and/or visual, any meetings which take place as part of this procedure, without the express written authorisation of the Organisation.

Termination of Employment

NOTICE OF TERMINATION

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

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

GROSS MISCONDUCT

You may be summarily dismissed (i.e. without notice) if there has been an act of gross misconduct. Examples are contained in the gross misconduct section of 'Disciplinary Rules' above.

NOTICE DURING PROBATIONARY PERIOD

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

WHEN DISMISSAL NOTICE TAKES EFFECT

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

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

RETIREMENT

The Organisation does not operate a formal retirement policy.

TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE

If you terminate your employment without giving or working the required period of notice, as indicated in your individual Statement of Main Terms of Employment, you

will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. This is an express written term of your contract of employment. You will also forfeit any contractual accrued holiday pay due to you over and above your statutory holiday pay, if you fail to give or work the required period of notice.

RETURN OF OUR PROPERTY

On the termination of your employment you must return all our property which is in your possession or for which you have responsibility. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

RETURN OF VEHICLES

On termination of your employment you must return any Organisation vehicle in your possession to our premises. Failure to return the vehicle will result in the cost of its recovery being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

PAY IN LIEU OF NOTICE

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