

# Hanham Community Centre

High St, Hanham, Bristol. BS15 3EJ

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## EMPLOYEE HANDBOOK

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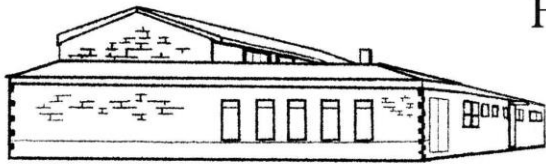
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## EMPLOYEE HANDBOOK ISSUE & UPDATES

<b>Pages/Updates</b>	<b>Issue Number</b>	<b>Date</b>
1-38	0	March 2010
Update pg 7	1	January 2018
Added O and P to safeguards	2	July 2018



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## **INTRODUCTION**

Welcome to our team. We would like to wish you every success during your employment whether you recently joined us or whether you are an existing employee. We hope that your experience of working here will be positive and rewarding.

This Employee Handbook is designed both to introduce you to our organisation and to be of continuing use during your employment.

We ask that you study carefully the contents of this Employee Handbook as, in addition to setting out our rules and regulations, it also contains information on some of the main employee benefits that may be available to you and the policies and procedures relating to your employment. If you require any clarification or additional information please refer to your Line Manager.

Please note that we provide equal opportunities and are committed to the principle of equality in accordance with legislative provisions. We expect your support in implementing these policies. We will not condone any unlawful discriminatory act or attitude in the course of your employment or in your dealings with our clients, suppliers, contract workers, members of the public or with fellow employees. Acts of unlawful discrimination, harassment or victimisation will result in disciplinary action.

General amendments to the Employee Handbook will be issued from time to time.

We welcome you and express our sincere hope that you will be happy here in our team. We ask that you study carefully the contents of this Employee Handbook as, in addition to setting out our rules and regulations, it also contains a great deal of helpful information.

Please note that this Employee Handbook and any associated Statement of Main Terms of Employment applies to employees of Hanham Community Centre and any subsidiary organisations or Trading Arms that employ staff.

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## **JOINING OUR ORGANISATION**

### **A) PERSONAL INFORMATION**

Our decision to offer you employment took into account the personal information you provided to us on the basis that it was correct and complete. In the event of such information proving to be untrue or misleading, we reserve the right to terminate your employment.

### **B) PROBATIONARY PERIOD**

You join us on an initial probationary period of six months. During this period your work performance and general suitability will be assessed and, if it is satisfactory, your employment will continue. However, if your work performance is not up to the required standard, or you are considered to be generally unsuitable, we may either take remedial action (which may include the extension of your probationary period) or terminate your employment at any time.

We reserve the right not to apply our full contractual capability and disciplinary procedures during your probationary period.

### **C) JOB DESCRIPTION**

You may be provided with a job description of the position to which you have been appointed but amendments may be made to your job description from time to time in relation to our changing needs and your own ability.

### **D) EMPLOYEE TRAINING**

At the commencement of your employment you will receive appropriate training for your specific job, and as your employment progresses your skills may be extended to encompass new job activities within the Centre.

### **E) 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.

### **F) JOB FLEXIBILITY**

It is an express condition of employment that you are prepared, whenever necessary, to undertake additional and/or alternative duties within the Centre. During holiday periods, etc. it may be necessary for you to take over some duties normally performed by colleagues. This flexibility is essential as the type and volume of work is always subject to change, and it allows us to operate efficiently and gain maximum potential from all our employees.

### **G) MOBILITY**

Although you are usually employed at one particular location, it is a condition of your employment that you are prepared, whenever applicable, to work at any other of our locations. This mobility is essential to the smooth running of the Centre.

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## **WAGES AND SALARIES, ETC.**

### **A) ADMINISTRATION**

#### 1. Payment

- a. For weekly paid staff the pay week ends on Saturday at midnight. Wages are paid, in arrears, on the Wednesday following the end of the pay week.
- b. For hourly paid staff paid monthly, the pay period ends at the end of the monthly tax period as separately advised. Wages are paid during the last week of each calendar month (pay is made to coincide with the HRMC tax months so may be 4 or 5 weeks)
- c. For salaried staff the pay period is the calendar month. Salaries are paid during the last week of each calendar month (pay is made to coincide with the HRMC tax months so may be 4 or 5 weeks).
- d. You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions that have been made and the reasons for them, e.g. Income Tax, National Insurance, etc.
- e. Any pay queries that you may have should be raised with the Administration Assistant.

#### 2. Overpayments

If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment but if this would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period.

#### 3. Income Tax and National Insurance

At the end of each tax year you will be given a form P60 showing the total pay you have received from us during that year and the amount of deductions for Income Tax and National Insurance. You may also be given a form P11D showing non-salary benefits. You should keep these documents in a safe place as you may need to produce them for tax purposes.

### **B) LATENESS/ABSENTEEISM**

1. You must attend for work punctually at the required time(s) and you are required to comply strictly with any time recording procedures relating to your work. Unacceptable/persistent lateness will result in disciplinary action.
2. All absences must be notified in accordance with the sickness reporting procedure laid down in this Employee Handbook.
3. Unauthorised absence may result in disciplinary action and/or loss of appropriate payment.

### **C) OVERTIME WORKING**

You may be expected to work overtime as and when required and as necessitated by the needs of the Centre and of your job. Payment for overtime working will be at the agreed rate. Overtime is not to be worked without prior permission. When overtime hours are to be paid, your Line Manager is required to authorise all overtime hours worked.

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**D) BREAK PERIODS**

If you work less than 4 hours continuously, you are not entitled to any breaks. If you work more than a four hour shift, mornings and/or afternoons, you are allowed a 10 minute break during the morning and/or afternoon at a time agreed with the Administrator.

You only have a statutory entitlement to an in-work rest break if your daily working time is more than a six hours continuously, (for members of staff under 18 years of age, the entitlement is to an in-work rest break if daily working time is more than 4½ hours continuously).

**E) SHORTAGE OF WORK**

If there is a temporary shortage of work for any reason, we will try to maintain your continuity of employment even if this necessitates placing you on short time or having to lay you off work without pay other than statutory guarantee pay.

**F) MATERNITY/PATERNITY LEAVE AND PAY**

You may be entitled to maternity/paternity leave and pay in accordance with the current statutory provisions. If you (or your partner) become pregnant you should notify the Administrator at an early stage so that your entitlements and obligations can be explained to you.

**G) PARENTAL LEAVE**

If you are entitled to take parental leave in accordance with the current statutory provisions, you should discuss your needs with the Administrator, who will identify your entitlements and look at the proposed leave periods dependent upon your child's/children's particular circumstances and the operational needs of the Centre.

**H) TIME OFF FOR DEPENDANTS**

You may be entitled to take a reasonable amount of unpaid time off during working hours to take action that is necessary to provide help to your dependants. Should this be necessary you should discuss your situation with the Administrator, who, if appropriate, will agree the necessary time off.

**I) STAKEHOLDER PENSIONS**

We operate a stakeholder pension scheme that enables you to save for your retirement using your own money, together with tax relief and investment returns. You can build up a pension fund which you may use to buy an annuity when you are older or retire. The scheme is operated separately to any other pension provision and it is at your discretion and risk whether or not you contribute. Details are available from the Administrator.

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## **HOLIDAY ENTITLEMENT AND CONDITIONS**

### **A) ANNUAL HOLIDAYS**

1. Your annual holiday entitlement is shown in your individual Statement of Main Terms of Employment (Form SMT).
2. It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. We do not permit holidays to be carried forward.
3. You should complete form HR for all holiday requests and have it signed by the Administrator/Assistant Administrator before you make any firm holiday arrangements.
4. Holiday requests will only be considered if you present them on form HR and we will allocate agreed holiday dates on a "first come - first served" basis whilst ensuring that operational efficiency and appropriate staffing levels are maintained throughout the year.
5. You should normally give notice of your holiday intentions of at least twice the duration of the holiday period that you wish to take, e.g. two weeks' notice for one week's holiday, four weeks' notice for two weeks' holiday etc.
6. You may not normally take more than two working weeks' consecutively.
7. Your holiday pay will be at your normal basic pay unless shown otherwise on your Statement of Main Terms.
8. If your holiday request has not been approved and you take the time off, it will be regarded as unauthorised absence and you will be liable to disciplinary action.
9. Evening staff, e.g. bar steward, bar staff, guest greeters and duty officers are not normally permitted to take any annual holiday during the month of December.
10. Normally, no member of the cleaning and caretaking staff may take any annual holiday during the Eisteddfod Festival week in February.
11. In the event of personal sickness or injury which occurs no later than the day immediately preceding the approved period of holiday, you are permitted to cancel the holiday and take the time off again at a later date. However if you become sick or injured on the day the approved period of holiday commences, or at any time during the period of holiday, you will be regarded as being on holiday and may not take the time off again at a later date. In the event of you not returning to work at the end of the holiday period, you will be regarded as being absent due to sickness provided that you provide a medical certificate confirming your sickness/injury.

### **B) PUBLIC/BANK HOLIDAYS**

1. Your entitlement to public/bank holidays and to any additional payment which may be made for working on a public/bank holiday is shown in your individual Statement of Main Terms of Employment.
2. If you are sick or injured on a public/bank holiday, you will still be regarded as being on holiday on that day(s) and you may not take time off in lieu at a later date.

# HOLIDAY REQUEST

Form HR

Employee: \_\_\_\_\_

Dept: \_\_\_\_\_

Holiday Year: \_\_\_\_\_

Holiday Entitlement in full years \_\_\_\_\_ Hours

ENTITLEMENT  
IN CURRENT  
YEAR \_\_\_\_\_ Hours

FOR COMPLETION BY EMPLOYEE			FOR MANAGEMENT USE ONLY			
FROM - TO	NUMBER OF HOURS	SIGNED	HOLIDAY APPROVED	HOLIDAY REFUSED	IF APPROVED	
					HOURS TAKEN	HOURS STILL DUE

FOR OFFICE USE ONLY													
ABSENCE CARD COMPLETED (please tick)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



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## **SICKNESS/INJURY PAYMENTS AND CONDITIONS**

### **A) NOTIFICATION OF INCAPACITY FOR WORK**

1. You must notify us by telephone at the earliest possible opportunity and, other than in exceptional circumstances only, before 10.00 am. on the first day of incapacity. Notification should be made personally (or if you are unable to do so, then by a relative, neighbour or friend), to the Administrator or, if not available, to the Administration Assistant. You should try to give some indication of your expected return date and notify us as soon as possible if this date changes.
2. If your incapacity extends to more than seven days you are required to notify us of your continued incapacity once a week thereafter, unless otherwise agreed.

### **B) EVIDENCE OF INCAPACITY**

1. Doctors' certificates are not issued for short-term incapacity. In these cases of incapacity (up to and including seven calendar days) you must sign a self-certification absence form on your return to work.
2. If your sickness has been (or you know that it will be) for longer than seven days (whether or not they are working days) you should see your doctor and make sure he/she gives you a medical certificate and forward this to us without delay. Subsequently you must supply us with consecutive doctors' medical certificates to cover the remaining period of your absence.

### **C) PAYMENTS**

1. You are entitled to statutory sick pay (SSP) if you are absent because of sickness or injury provided you meet the criteria in the current SSP regulations. When you are absent for four or more consecutive days you will be paid SSP by us if you are eligible. This is treated as pay and is subject to normal deductions.
2. Qualifying days are the only days for which you are entitled to SSP. These days are normally your working days unless otherwise notified to you. The first three qualifying days of absence are waiting days for which SSP is not payable. Where a second or subsequent period of incapacity (of four days or more) occurs within 56 days of a previous period of incapacity, waiting days are not served again.
3. Where the circumstances of your incapacity are such that you receive or are awarded any sum by way of compensation or damages in respect of the incapacity from a third party, then any payments which we may have made to you because of the absence (including SSP) shall be repaid by you to us up to an amount not exceeding the amount of the compensation or damages paid by the third party and up to, but not exceeding, any amount paid by us.

### **D) RETURN TO WORK**

1. You should notify the Administrator or the Administration Assistant as soon as you know on which day you will be returning to work, if this differs from a date of return previously notified.
2. If you have been suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.
3. On return to work after any period of sickness/injury absence (including absence covered by a medical certificate), you are also required to complete a self-certification absence form and hand this to the Administrator.
4. Upon returning to work after any period of sickness/injury absence you may be required to attend a return to work interview to discuss your state of health and fitness for work.

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**E) GENERAL**

1. Submission of a medical certificate or sickness self-certification absence form, although giving us the reason for your absence, may not always be regarded by us as sufficient justification for accepting your absence. Sickness is just one of a number of reasons for absence and although it is understandable that if you are sick you may need time off, continual or repeated absence through sickness may not be acceptable to us.
2. In deciding whether your absence is acceptable or not we will take into account the reasons and extent of all your absences, including any absence caused by sickness. We cannot operate with an excessive level of absence as all absence, for whatever reason, reduces our efficiency.
3. We will take a serious view if you take sickness/injury leave which is not genuine, and it will result in disciplinary action being taken.
4. If we consider it necessary, we may ask your permission to contact your doctor or for you to be independently medically examined.

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**SICKNESS SELF-CERTIFICATION ABSENCE**

Form SCA

This form should be completed on your return to work following any period of sickness.

If you are returning to work after a period of sickness of more than 7 calendar days a medical certificate or certificates should already have been provided to cover the period of absence in excess of these first seven days.

<b>NAME:</b>			
<b>FROM</b>	<b>Dates of sickness (Including non-working days)</b>	<b>TO</b>	
_____	am/pm	_____	am/pm
_____	day	_____	day
_____	date	_____	date
<b>FROM</b>	<b>Dates of absence</b>	<b>TO</b>	
_____	am/pm	_____	am/pm
_____	day	_____	day
_____	date	_____	date
<b>Details of sickness or injury</b>			
<b>Did you consult a Doctor? YES/NO. If YES please give details of: Doctor's name, address, date of visit, treatment received and any current treatment. If NO please state why not.</b>			
<b>Declaration</b>			
I certify that I was incapable of work because of my sickness/injury on the dates shown above and that this information is true and accurate.			
I acknowledge that false information will result in disciplinary action.			
I hereby give my employer permission to verify the above information.			
Signed _____ (employee)		Acknowledged _____ (for employer)	
Date _____			

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## **SAFEGUARDS**

### **A) RIGHTS OF SEARCH**

1. We have the contractual right to carry out searches of employees and their property (including vehicles) whilst they are on our premises or business.
2. If you should be required to submit to a search, if practicable you will be entitled to be accompanied by a third party to be selected from someone who is on the premises at the time a search is taking place. This right also applies at the time that any further questioning takes place.
3. You may be asked to remove the contents of your pockets, bags, vehicles, etc.
4. Whilst you have the right to refuse to be searched, refusal by you to agree to being searched will constitute a breach of contract, which could result in your dismissal.
5. We reserve the right to call in the police at any stage.

### **B) CONFIDENTIALITY**

1. All information that:-
  - a. is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence;
  - b. relates particularly to the Centre, our members, or that of other persons or bodies with whom we have dealings of any sort; and
  - c. has not been made public by, or with our authority;shall be confidential, and (save in the course of our business or as required by law) you shall not at any time, whether before or after the termination of your employment, disclose such information to any person without our prior written consent.
2. You are to exercise reasonable care to keep safe all documentary or other material containing confidential information, and shall at the time of termination of your employment with us, or at any other time upon demand, return to us any such material in your possession.

### **C) 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 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.

### **D) STATEMENTS TO THE MEDIA**

Any statements to reporters from newspapers, radio, television, etc. in relation to the Centre's activities will be given only by the Chairman or nominated deputy.

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## **E) USE OF COMPUTER EQUIPMENT**

In order to control the use of the Centre's computer equipment and reduce the risk of contamination the following will apply:-

- a. The introduction of new software must be authorised by the Chairman before general use will be permitted.
- b. Only authorised staff are permitted to have access to the Centre's computer equipment.
- c. Only authorised software may be used on any of the Centre's computer equipment.
- d. Only software that is used for business applications may be used.
- e. No software may be brought onto or taken from the Centre's premises without prior authorisation.
- f. Unauthorised access to the computer facility will result in disciplinary action.
- g. Unauthorised copying and/or removal of computer equipment/software will result in disciplinary action, such actions could lead to dismissal.

## **F) VIRUS PROTECTION PROCEDURES**

In order to prevent the introduction of virus contamination into the software system the following must be observed:-

- a. unauthorised software including public domain software, magazine cover disks/CDs or Internet/World Wide Web downloads must not be used; and
- b. all software must be virus checked using standard testing procedures before being used.

## **G) INTERNET/E-MAIL**

1. Personal use of our Internet and E-Mail facilities may only be made outside your working hours, i.e. before and after your starting and finishing time and during breaks, unless otherwise agreed. Failure to comply with this requirement may result in disciplinary action.
2. We may monitor your use of our Internet and E-mail facilities for legitimate activities related to the work of the Centre and in order to check compliance with policies and procedures, maintain security, comply with the law and to ensure that standards are being maintained.
3. Unless circumstances justify accessing communications, we will limit monitoring to traffic data, e.g. the number of occasions the Internet is used, the subject of E-mails, duration, etc. In addition, unless other action is justified, we will undertake audits rather than continuous monitoring.
3. Targeted content auditing will not occur unless we reasonably believe that one of the matters referred to above is being/has been breached. Some examples, although this is not an exhaustive list, include suspicions about defamation, copyright infringement, harassment and pornography.

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## **H) E-MAIL**

There are a number of legal points which arise from the use of E-Mail. To protect both our interests, please make sure you apply the following :-

### **YOU MUST NOT**

1. Respond to "Junk Mail" or give warnings to new E-mail viruses.
2. Forward or respond to chain letter- type E-mail.
3. Make comment, or statements which could in any way be contrived to be defamatory however innocent you consider them to be.
4. Include any information in your E-mail which is protected by copyright i.e. it is copied or published without the consent of the author.
5. Initiate or forward an E-mail which contains obscene or pornographic material.
6. Initiate or forward E-mail which could be considered to constitute an act of harassment or be discriminatory. There are a number of laws which prohibit discrimination on the grounds of, for example, sex, race and disability.
7. Disclose information which is protected by embargo or could in any way be considered confidential to the Centre and/or the employees.
8. Make any statements via E-mail which intentionally or unintentionally create a binding contract or make negligent statements.

Failure to comply with the above policy may result in disciplinary action that may lead to dismissal.

## **I) CASH SHORTAGES**

Any cash shortages at the end of the shift/day will be the responsibility of the individual/shift on duty and must be made good by that individual/shift. Any such shortages may be deducted from pay. This is an express written term of your contract of employment in compliance with current legislation.

## **J) CASH HANDLING/TILL PROCEDURES**

1. You must ensure that you understand and strictly comply with our cash handling and till procedures at all times.
2. Tills must not be left unattended at any time during the Centre's opening hours.
3. Failure to comply with these requirements will result in disciplinary action.

## **K) LICENSING**

1. It is your legal responsibility to familiarise yourself with your duties under the Licensing Acts. It is a criminal offence to serve alcoholic drink, directly or indirectly, to anyone who is under the age of 18 years. We operate Challenge 21 and you must ensure that you comply with its requirements at all times. You are required to ask for proof of identity from any customer who is or appears to be under the age of 21 years. If such proof is not provided, the sale should be refused.
2. You must not serve or sell alcoholic beverages to a person who appears to be drunk or under the influence of prohibited drugs.

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3. You are legally required to charge those prices which are displayed on the official price list in the bar.
  4. It is illegal to supply one brand of alcoholic beverage without agreement when another is requested. If you do not sell the brand requested, state which brand you do sell. The member/customer must agree to the alternative.
  5. Any alcoholic beverage supplied in measures must be supplied in accordance with the provisions of the Measuring Equipment (Intoxicating Liquor) Regulation 1983 and the Capacity Measures (Intoxicating Liquor) Regulations 1983 or any subsequent amendment.
  6. You must not adulterate alcoholic beverages except at the express request of the member/customer.
  7. If you require clarification or further information on any of the licensing rules, you should seek advice from the Bar Steward.
  8. Failure to comply with these requirements will result in disciplinary action which may include summary dismissal.

**L) CLOSED CIRCUIT TELEVISION**

Closed circuit television cameras are used on our premises for security purposes. We reserve the right to use any evidence obtained in this manner in any disciplinary issue.

**M) SECURITY OF PREMISES**

1. If you are a keyholder for our premises, it is your responsibility to ensure that the keys are kept safe and secure at all times. They must not be copied or allowed to be used by any unauthorised person. If the keys are lost or stolen at any time, the Administrator must be informed immediately. Failure to comply with these requirements will result in disciplinary action being taken.
2. Any keys which have been issued to you, remain our property and must be returned to us at the time of the termination of your employment with us, or at any other time upon demand.
3. The last person to leave the premises at the end of each day must ensure that our premises are left safe and secure.
4. Evening Supervisors, and other staff, are expected to use the Access Control System to protect members and visitors during evening sessions. Failure to comply with this requirement will result in disciplinary action.
5. The security of the property and personnel of the Centre is a matter of the utmost importance. Generally, no unauthorised visitors will be allowed on the premises.

**N) DATA PROTECTION**

1. We hold information relating to you which is subject to the Data Protection Act 1998. By accepting these terms and conditions of employment you consent to the Centre processing, both manually and by electronic means, your personal and sensitive personal data for the purposes of the administration and management of your employment and/or our activities.
2. "Processing" includes obtaining, recording, holding or disclosing information or data and carrying out operations on the information or data.
3. "Sensitive personal data" includes information held by us such as medical details, and details of gender, race and ethnic origin.

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4. We will treat all personal/sensitive personal data as confidential and will not use or process it other than for legitimate purposes. We will ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.
  5. Subject to certain exceptions you are entitled to have access to your personal/sensitive personal data held by us. You may be required to pay a fee, subject to the statutory maximum, for access to such information.
  6. Except in relation to the conduct of activities to which you are giving your consent to the extent set out above, this does not affect any rights which you have in law in relation to the collection, processing or transfer of personal data relating to you.
  7. You will be expected to assist us to comply with our obligations under the Data Protection Act when dealing with all data, including manual data and computerised data.

**O) STAFF IDENTITY LANYARDS**

1. To improve visibility of staff to the users of the Centre, most staff (inc BATS staff) will be required to wear photo ID lanyards at all times whilst working. These will be provided by the Centre in the first few weeks after joining.

**P) DUTY EXCHANGES**

1. To improve staff flexibility staff are permitted to swap or exchange duty periods. However, such exchanges:
  - (a) MUST be balanced. i.e. a duty exchange between person A and B, must be matched by an exchange from person B to A. Such matching exchanges must occur within 3 months; and within the same holiday year. Unbalanced exchanges impact the calculation of annual holiday allowances.
  - (b) MUST be recorded with the office (in writing/email). This will enable the administrator to know who is on duty at a particular time. This should take place at least 48 hours before an exchange (ideally 72 hours to cover over weekend exchanges).



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## **STANDARDS**

### **A) WASTAGE**

1. We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of all our activities.
2. 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.
3. The following provision is an express written term of your contract of employment:-
  - a. any damage to equipment, stock or property (including non-statutory safety equipment) 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.
4. In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

### **B) BEHAVIOUR AT WORK**

1. You should behave with civility towards fellow employees, and no rudeness will be permitted towards members, customers, or members of the public. Objectionable or insulting behavior or bad language will render you liable to disciplinary action.
2. You should use your best endeavors to promote the interests of the Centre and shall, during normal working hours, devote the whole of your time, attention and abilities to the Centre and its affairs.
3. Any involvement in activities which could be constructed as in being in competition with us is not allowed.
4. All reasonable instructions from the Chairman of the Board of Trustees, the Chairman of the Bar Management Committee and the Administrator are to be carried out.

### **C) STANDARDS OF DRESS**

As you will come into contact with members, customers and members of the public, it is important that you present a professional image with regard to appearance and standards of dress. You should wear clothes appropriate to your job responsibilities, and they should be kept clean and tidy at all times. We reserve the right to draw your attention to any failure to satisfy our dress code requirements. If you arrive for work improperly dressed, you will be sent away to change and you will not be paid until you commence work. You may also be liable to disciplinary action.

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**D) HOUSEKEEPING**

1. From the point of view of hygiene, safety and of appearance, all areas of the Centre must be kept clean and tidy at all times.
2. Fire exits must be kept free of obstructions at all times.

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## **HEALTH, SAFETY, WELFARE AND HYGIENE**

### **A) SAFETY**

1. You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately.
2. You must not take any action that could threaten the health or safety of yourself, other employees, members, customers or members of the public.
3. You must familiarise yourself with our fire fighting equipment, fire exits, evacuation routes, assembly points and the procedures detailing your individual role and responsibilities and the action you should take in the event of a fire. The assembly point to go to once the building has been evacuated is at the front of the building by the war memorial. You should not tackle a fire if, in so doing, you may endanger your own personal safety in any way. In the event of a fire, if you are in any doubt whatsoever, evacuate the building by the prescribed route and allow the fire to be dealt with by the Fire Brigade. You must ensure that emergency exits, stairs, corridors and doorways should not be obstructed by any users, and that fire exits are never propped open.
4. Protective clothing and other equipment which may be issued for your protection because of the nature of your job must be worn and used at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear/equipment is your responsibility.
5. You should report all accidents and injuries at work, no matter how minor, in the accident book that can be found in the office.

### **B) WORKPLACES**

The workplace must be kept clean and tidy with rubbish and discarded materials placed in the receptacles provided. All materials must be properly and safely used and, when not in use, properly and safely secured. Care must be taken to ensure that the workplace is not hazardous either to employees or to third parties, including trespassers.

### **C) ELECTRICAL EQUIPMENT**

1. You must report any equipment which is in a dangerous or worn condition to the Administrator.
2. All electrical equipment that does not require continuous operation should be switched off when not in use and plugs removed from socket outlets.
3. You should never use equipment that is suspected to be faulty or where the cable or flex is damaged or connections are loose. Any faults should be immediately reported to the Administrator. You should not attempt to repair or interfere with electrical equipment or wiring, and you should not use dual or other socket outlets unless these have been properly authorised.

### **D) FLOORS**

1. Cables and wires must not trail across the floor where people may be passing, unless a covering is provided.
2. You should take extra care on newly polished or wet floors. Any liquid spill on the floor should be wiped up immediately.
3. Damaged floor covering or surfaces should be treated with care and reported immediately.

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**E) LADDERS, STEPS AND STAIRS**

1. Where ladders or steps are used to reach above normal height, you should ensure that they are firmly based and secure. Where necessary, assistance should be sought to prevent them slipping.
2. You should exercise care on stairs and handrails should be used.

**F) LIFTING/CARRYING HEAVY ITEMS**

Lifting or carrying items such as barrels, kegs, stacks of chairs, word processors, heavy bundles of paper or files, etc. should be done carefully. You should ask for assistance if there is a danger of strain. Heavy objects should be lifted in the correct manner.

**G) REFRESHMENTS**

1. Refreshment making facilities are available for the use of Centre staff and must be kept clean and tidy at all times. They may be used at any time provided such use does not interfere with the performance of your job.
2. Bar staff are required to pay for any canned or bottled soft drinks they consume whilst on duty.

**H) SMOKING POLICY**

Our policy must be observed at all times. You are not permitted to smoke anywhere inside our premises. You may only smoke during authorised breaks.

**I) ALCOHOL & DRUGS POLICY**

Under legislation we, as your employer, have a duty to ensure so far as is reasonably practicable, the health and safety and welfare at work of all our employees and similarly you have a responsibility to yourself and your colleagues. The use of alcohol and drugs may impair the safe and efficient running of the Centre and/or the health and safety of our employees.

The effects of alcohol and drugs can be numerous:-

(These are examples only and not an exhaustive list).

- a. absenteeism (e.g. unauthorised absence, lateness, excessive levels of sickness, etc.);
- b. higher accident levels (e.g. at work, elsewhere, driving to and from work); and
- c. work performance (e.g. difficulty in concentrating, tasks taking more time, making mistakes, etc.).

If your performance or attendance at work is affected as a result of alcohol or drugs, or we believe you have been involved in any drug related action/offence, you may be subject to disciplinary action and, dependent on the circumstances, this may lead to your dismissal.

You are not permitted to consume any alcoholic drink whilst on duty.

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**J) HYGIENE**

1. You are expected to maintain a high standard of personal hygiene of all times.
2. Any exposed cut or burn must be covered with a first-aid dressing.
3. If you are suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.
4. Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

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## GENERAL TERMS OF EMPLOYMENT, INFORMATION AND PROCEDURES

### A) CHANGES IN PERSONAL DETAILS

You must notify us of any change of name, address, telephone number, etc., so that we can maintain accurate information on our records and make contact with you in an emergency, if necessary, outside normal working hours.

### B) OTHER EMPLOYMENT

If you already have any other employment or are considering any additional employment you should notify us so that we can discuss any implications arising from the current working time legislation.

### C) TIME OFF

Circumstances may arise where you need time off for medical/dental appointments, or for other reasons. Where possible, such appointments should be made outside normal working hours. If this is not possible, time off required for these purposes may be granted at the discretion of the Administrator.

### D) BEREAVEMENT LEAVE

Individuals' reactions to bereavement vary greatly and the setting of fixed rules for time off is therefore inappropriate. You should discuss your circumstances with the Administrator and agree appropriate time off.

### E) COMMUNICATIONS

We will try to keep you informed about items of interest by means of ad hoc meetings. You may use these meetings, if you wish (with permission), to promote any particular item of interest to other employees.

### F) CENTRE PROPERTY

No Centre property may be removed from the premises without prior authority. The property of the Centre includes all information, howsoever stored, confidential or otherwise.

### G) EMPLOYEES' 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 on our premises.

### H) LOST PROPERTY

Articles of lost property should be handed in to the office where they will be retained whilst attempts are made to discover the owner.

### I) PARKING

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.

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**J) TELEPHONE CALLS/ MOBILE PHONES**

Telephones are essential for the Centre's activities. Incoming personal telephone calls are allowed only in the case of emergency. Outgoing calls can only be made with the prior permission of the Administrator or the Bar Steward. The use of personal mobile phones during working hours should be kept to a minimum. They must not be used in the presence of members and customers.

**K) BUYING OR SELLING OF GOODS**

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

**L) COLLECTIONS/FUND RAISING ACTIVITIES**

Unless specific authorisation is given by the Chairman, no collections or fund raising activities of any kind are allowed on our premises.

**M) VISITING THE CENTRE**

If you visit the Centre outside your working hours as a member or customer, you must expect to be treated as such and are not permitted to enter staff only areas without prior permission. Failure to comply with this requirement may result in disciplinary action.

Whilst visiting our premises outside your normal working hours you should understand that you are still a representative of the Centre. You are expected to act in a responsible manner at all times and to give appropriate consideration towards work colleagues, members, customers and members of the public.

Any behaviour or conduct which does not satisfy our accepted standards, rules and procedures may result in disciplinary action which may include dismissal.

All staff visiting the Centre must be members of the Centre to use the Lounge Bar on a casual basis. The only exception to this rule is if you are participating in an activity, function or event.

**N) GAMING MACHINES, ETC.**

You are not allowed to play gaming machines, pool, darts or cards whilst on duty.

**O) PERSONAL RADIOS, ETC.**

Personal radios, hi-fi systems, etc. must be switched off during your working hours.

**P) REVISION OF CONDITIONS OF SERVICE**

General revisions to the Main Terms of Employment and this Employee Handbook may be posted in the form of Official Notices and shall be deemed to constitute valid notice thereof to each employee. As required by the circumstances of a situation, individual revisions to conditions of employment may be made in respect of any employee by means of a letter specifying the details of the revisions concerned.

Any revision(s) to the conditions of employment shall be deemed accepted unless a written statement to the contrary is received from the affected employee within one month of the date of the notification of the revision(s).

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## WHISTLE-BLOWERS

1. If you believe that the company is involved in any form of wrongdoing such as:
  - a. committing a criminal offence;
  - b. failing to comply with a legal obligation;
  - c. endangering the health and safety of an individual;
  - d. environmental damage; or
  - e. concealing any information relating to the above

you should in the first instance report your concerns to the Chairman of the Board of Trustees who will treat the matter with complete confidence. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the appropriate organisation or body, e.g. the Police, the Environment Agency, Health and Safety Executive or Social Services Department.

2. If you do not report your concerns to the Chairman of the Board of Trustees you may take them direct to the appropriate organisation or body.
3. The Public Interest Disclosure Act 1998 prevents you from suffering a detriment or having your contract terminated for 'whistle-blowing' and we take very seriously any concerns which you may raise under this legislation.
4. We encourage you to use the procedure if you are concerned about any wrong doing at work. However, if the procedure has not been invoked in good faith (e.g. for malicious reasons or in pursuit of a personal grudge), then it will make you liable to immediate termination of engagement or such lesser disciplinary sanction as may be appropriate in the circumstances.



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## **CAPABILITY PROCEDURES**

### **A) 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.

### **B) JOB CHANGES/GENERAL CAPABILITY ISSUES**

1. 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.
2. 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.
3. 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.
4. If such improvement is not forthcoming after a reasonable period of time, you will be dismissed with the appropriate notice.

### **C) PERSONAL CIRCUMSTANCES/HEALTH ISSUES**

1. 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.
2. 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.

### **D) SHORT SERVICE STAFF**

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 but you will retain the right to a hearing and you will have the right to appeal.

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## **DISCIPLINARY PROCEDURES**

### **A) INTRODUCTION**

1. It is necessary to have a minimum number of rules in the interests of the whole organisation.
2. 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. We reserve the right to amend these rules and procedures where appropriate.
3. Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case and appeal against any decision that you consider to be unjust.
4. The following rules and procedures should ensure that:-
  - a. the correct procedure is used when requiring you to attend a disciplinary hearing;
  - b. you are fully aware of the standards of performance, action and behaviour required of you;
  - c. disciplinary action, where necessary, is taken speedily and in a fair, uniform and consistent manner;
  - d. you will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case. On some occasions temporary suspension on full pay may be necessary in order that an uninterrupted investigation can take place. This must not be regarded as disciplinary action or a penalty of any kind;
  - e. other than for an "off the record" informal reprimand, you have the right to be accompanied by a fellow employee at all stages of the formal disciplinary process;
  - f. you will not normally be dismissed for a first breach of discipline, except in the case of gross misconduct; and
  - g. if you are disciplined, you will receive an explanation of the penalty imposed and you will have the right to appeal against the finding and the penalty.

### **B) DISCIPLINARY RULES**

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 specific examples of unsatisfactory conduct, misconduct and 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 this procedure being used to deal with such matters.

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**C) RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT**

(These are examples only and not an exhaustive list.)

You will be liable to disciplinary action if you are found to have acted in any of the following ways:-

- a. failure to abide by the general hygiene, health and safety rules and procedures;
- b. smoking anywhere inside our premises;
- c. consumption of alcohol during working hours;
- d. persistent absenteeism and/or lateness;
- e. unsatisfactory standards or output of work;
- f. rudeness towards members, customers, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language;
- g. failure to devote the whole of your time, attention and abilities to the Centre and its affairs during your normal working hours;
- h. unauthorised use of our computer equipment, E-mail and Internet;
- i. failure to carry out all reasonable instructions or follow our rules and procedures;
- j. unauthorised use or negligent damage or loss of our property; and
- k. failure to report immediately any damage to property or premises caused by you.

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**D) SERIOUS MISCONDUCT**

1. Where one of the unsatisfactory conduct or misconduct rules has been broken and if, upon investigation, it is shown to be due to your extreme carelessness or has a serious or substantial effect upon our operation or reputation, you may be issued with a final written warning in the first instance.
2. You may receive a final written warning as the first course of action, if, in an alleged gross misconduct disciplinary matter, upon investigation, there is shown to be some level of mitigation resulting in it being treated as an offence just short of dismissal.

**E) RULES COVERING GROSS MISCONDUCT**

Occurrences of gross misconduct are very rare because the penalty is dismissal without notice and without any previous warning being issued. 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. Examples of offences that will normally be deemed as gross misconduct include serious instances of:-

- a. theft or fraud;
- b. physical violence or bullying;
- c. deliberate damage to property;
- d. deliberate acts of unlawful discrimination or harassment;
- e. possession, or being under the influence, of illegal drugs at work; and
- f. breach of the hygiene and health and safety rules that endangers the lives of, or may cause serious injury to, employees or any other person.

(The above examples are illustrative and do not form an exhaustive list.)

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**F) DISCIPLINARY PROCEDURE**

1. Disciplinary action taken against you will be based on the following procedure:-

<b>OFFENCE</b>	<b>FIRST OCCASION</b>	<b>SECOND OCCASION</b>	<b>THIRD OCCASION</b>	<b>FOURTH OCCASION</b>
<b>UNSATISFACTORY CONDUCT</b>	Formal verbal warning	Written warning	Final written warning	Dismissal
<b>MISCONDUCT</b>	Written warning	Final written warning	Dismissal	
<b>SERIOUS MISCONDUCT</b>	Final written warning	Dismissal		
<b>GROSS MISCONDUCT</b>	Dismissal			

2. 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 but you will retain the right to a disciplinary hearing and you will have the right of appeal.
3. If a disciplinary penalty is imposed it will be in line with the procedure outlined above, which may encompass a formal verbal warning, written warning, final written warning, or dismissal, and full details will be given to you.
4. In all cases warnings will be issued for misconduct, irrespective of the precise matters concerned, and any further breach of the rules in relation to similar or entirely independent matters of misconduct will be treated as further disciplinary matters and allow the continuation of the disciplinary process through to dismissal if the warnings are not heeded.

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**G) DISCIPLINARY AUTHORITY**

The operation of the disciplinary procedure contained in the previous section, is based on the following authority for the various levels of disciplinary action.

Formal verbal warning	Chairman or nominated deputy
Written warning	Chairman or nominated deputy
Final written warning	Chairman or nominated deputy
Dismissal	Chairman or nominated deputy

**H) PERIOD OF WARNINGS**

1. Formal verbal warning

A formal verbal warning will normally be disregarded for disciplinary purposes after a three month period.

2. Written warning

A written warning will normally be disregarded for disciplinary purposes after a six month period.

3. Final written warning

A final written warning will normally be disregarded for disciplinary purposes after a twelve month period.

**I) GENERAL NOTES**

1. If you are in a supervisory or managerial position then demotion to a lower status at the appropriate rate may be considered as an alternative to dismissal except in cases of gross misconduct.

2. In exceptional circumstances, suspension from work without pay for up to five days as an alternative to dismissal (except dismissal for gross misconduct) may be considered by the person authorised to dismiss.

3. Gross misconduct offences will result in dismissal without notice.

4. You have the right to appeal against any disciplinary action.

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## **CAPABILITY/DISCIPLINARY APPEAL PROCEDURE**

1. You have the right to lodge an appeal in respect of any capability/disciplinary action taken against you.
2. If you wish to exercise this right you should apply either verbally or in writing to the person indicated in your individual Statement of Main Terms of Employment.
3. An appeal against a formal warning or dismissal should give details of why the penalty imposed is too severe, inappropriate or unfair in the circumstances.
4. The appeal procedure will normally be conducted by a member of staff not previously connected with the process so that an independent decision into the severity and appropriateness of the action taken can be made.
5. If you are appealing on the grounds that you have not committed the offence then your appeal may take the form of a complete re-hearing and reappraisal of all matters so that the person who conducts the appeal can make an independent decision before deciding to grant or refuse the appeal.
6. You may be accompanied at any stage of the appeal hearing by a fellow employee of your choice. The result of the appeal will be made known to you in writing, normally within five working days after the hearing.

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## **GRIEVANCE PROCEDURE**

1. It is important that if you feel dissatisfied with any matter relating to your employment you should have an effective means by which such a grievance can be aired and, where appropriate, resolved.
2. Nothing in this procedure is intended to prevent you from informally raising any matter you may wish to mention. Informal discussion can frequently solve problems without the need for a written record. However, if you wish to raise a formal grievance you should normally do so in writing from the outset.
3. You have the right to be accompanied at any stage of the procedure by a fellow employee who may act as a witness or speak on your behalf to explain the situation more clearly.
4. If you feel aggrieved at any matter relating to your work (except personal harassment, for which there is a separate procedure following this section), you should first raise the matter with the person specified in your Statement of Main Terms of Employment, explaining fully the nature and extent of your grievance. You will then be invited to a meeting at a reasonable time and location at which your grievance will be investigated fully. You must take all reasonable steps to attend this meeting. You will be notified of the decision, in writing, normally within ten working days of the meeting, including your right of appeal.
5. If you wish to appeal you must inform the Chairman within five working days. You will then be invited to a further meeting, which you must take all reasonable steps to attend.
6. Following the appeal meeting you will be informed of the final decision, normally within ten working days, which will be confirmed in writing.



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## **PERSONAL HARASSMENT POLICY AND PROCEDURE**

### **A) INTRODUCTION**

1. Harassment or victimisation on the grounds of race, colour, nationality, ethnic or national origin, sex, marital status, gender reassignment, sexual orientation, religious belief, disability or age is unacceptable.
2. Personal harassment takes many forms ranging from tasteless jokes and abusive remarks to pestering for sexual favours, threatening behaviour and actual physical abuse. Whatever form it takes, personal harassment is always taken seriously and is totally unacceptable.
3. We recognise that personal harassment can exist in the workplace, as well as outside, and that this can seriously affect employees' working lives by interfering with their job performance or by creating a stressful, intimidating and unpleasant working environment.

### **B) POLICY**

1. We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all our employees.
2. We have published these procedures to inform employees of the type of behaviour that is unacceptable and provide employees who are the victims of personal harassment with a means of redress.
3. We recognise that we have a duty to implement this policy and all employees are expected to comply with it.

### **C) EXAMPLES OF PERSONAL HARASSMENT**

1. Personal harassment takes many forms and employees may not always realise that their behaviour constitutes harassment. Personal harassment is unwanted behaviour by one employee towards another and examples of harassment include:
  - a. insensitive jokes and pranks;
  - b. lewd or abusive comments about appearance;
  - c. deliberate exclusion from conversations;
  - d. displaying abusive or offensive writing or material;
  - e. unwelcome touching; and
  - f. abusive, threatening or insulting words or behaviour.

These examples are not exhaustive and disciplinary action at the appropriate level will be taken against employees committing any form of personal harassment.

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## **D) COMPLAINING ABOUT PERSONAL HARASSMENT**

### **1. Informal complaint**

We recognise that complaints of personal harassment, and particularly of sexual harassment, can sometimes be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal grievance procedure. In these circumstances you are encouraged to raise such issues with a colleague of your choice (whether or not that person has a direct supervisory responsibility for you) as a confidential helper. This person cannot be the Chairman of the Board of Trustees or the Chairman of the Bar Management Committee, who will be responsible for investigating the matter if it becomes a formal complaint.

If you are the victim of minor harassment you should make it clear to the harasser on an informal basis that their behaviour is unwelcome and ask the harasser to stop. If you feel unable to do this verbally then you should hand a written request to the harasser, and your confidential helper can assist you in this.

### **2. Formal complaint**

Where the informal approach fails or if the harassment is more serious, you should bring the matter to the attention of the Chairman of the Board of Trustees or the Chairman of the Bar Management Committee as a formal written complaint and again your confidential helper can assist you in this. If possible, you should keep notes of the harassment so that the written complaint can include:-

- a. the name of the alleged harasser;
- b. the nature of the alleged harassment;
- c. the dates and times when the alleged harassment occurred;
- d. the names of any witnesses; and
- e. any action already taken by you to stop the alleged harassment.

On receipt of a formal complaint we will take action to separate you from the alleged harasser to enable an uninterrupted investigation to take place. This may involve a temporary transfer of the alleged harasser to another work area or suspension with pay until the matter has been resolved.

The person dealing with the complaint will invite you to attend a meeting, at a reasonable time and location, to discuss the matter and carry out a thorough investigation. You have the right to be accompanied at such a meeting by your confidential helper or another work colleague of your choice and you must take all reasonable steps to attend. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter.

On conclusion of the investigation which will normally be within ten working days of the meeting with you, a draft report of the findings and of the investigator's proposed decision will be sent, in writing, to you and to the alleged harasser.

If you or the alleged harasser are dissatisfied with the draft report or with the proposed decision this should be raised with the investigator within five working days of receiving the draft. Any points of concern will be considered by the investigator before a final report is sent, in writing, to you and to the alleged harasser. You have the right to appeal against the findings of the investigator in accordance with the appeal provisions of the grievance procedure.

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**E) GENERAL NOTES**

1. If the report concludes that the allegation is well founded, the harasser will be liable to disciplinary action in accordance with our disciplinary and disciplinary dismissal procedure. An employee who receives a formal warning or who is dismissed for harassment may appeal by using our capability/disciplinary appeal procedure.
2. If you bring a complaint of harassment you will not be victimised for having brought the complaint. However if the report concludes that the complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.

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## **EQUAL OPPORTUNITIES POLICY**

### **A) STATEMENT OF POLICY**

1. We recognise that discrimination is unacceptable and although equality of opportunity has been a long standing feature of our employment practices and procedure, we have made the decision to adopt a formal equal opportunities policy. Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action.
2. The aim of the policy is to ensure no job applicant, employee or worker is discriminated against either directly or indirectly on the grounds of race, colour, ethnic or national origin, religious belief, sex, marital status, sexual orientation, gender reassignment, age or disability.
3. 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.
4. The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.
5. 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.
6. We will maintain a neutral working environment in which no employee or worker feels under threat or intimidated.

### **B) RECRUITMENT AND SELECTION**

1. The recruitment and selection process is crucially important to any equal opportunities policy. We will endeavour through appropriate training to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.
  2. Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of this policy.
  3. Job descriptions, where used, will be revised to ensure that they are in line with our equal opportunities policy. Job requirements will be reflected accurately in any personnel specifications.
  4. We will adopt a consistent, non-discriminatory approach to the advertising of vacancies.
  5. We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group.
  6. All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.
  7. All employees involved in the recruitment process will periodically review their selection criteria to ensure that they are related to the job requirements and do not unlawfully discriminate.
  8. Short listing and interviewing will be carried out by more than one person where possible.
  9. Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.
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10. We will not disqualify any applicant because he/she is unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the job.

11. Selection decisions will not be influenced by any perceived prejudices of other staff.

**C) TRAINING AND PROMOTION**

1. Senior staff will receive training in the application of this policy to ensure that they are aware of its contents and provisions.

2. All promotion will be in line with this policy.

**D) MONITORING**

1. We will maintain and review the employment records of all employees in order to monitor the progress of this policy.

2. Monitoring may involve:-

a. the collection and classification of information regarding the race in terms of ethnic/national origin and sex of all applicants and current employees;

b. the examination by ethnic/national origin and sex of the distribution of employees and the success rate of the applicants; and

c. recording recruitment, training and promotional records of all employees, the decisions reached and the reason for those decisions.

3. The results of any monitoring procedure will be reviewed at regular intervals to assess the effectiveness of the implementation of this policy. Consideration will be given, if necessary, to adjusting this policy to afford greater equality of opportunities to all applicants and staff.

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**TERMINATION OF EMPLOYMENT****A) RETIREMENT**

The normal age for retirement is 65. The normal intended date of retirement for employees is the end of the week in which their 65th birthday falls.

**B) 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.

**C) 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.

**D) GARDEN LEAVE**

Once either side has given notice of termination of employment for any reason whatsoever, we may, at any time and for any period, require you to cease performing your job and/or exclude you from entering our premises. During such period, referred to as "garden leave", we will continue to pay you your wage/salary and provide all benefits that form part of your contract of employment and you will continue to be bound by the terms of your contract of employment.