

EMPLOYEE HANDBOOK

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REVISION HISTORY

<u>Version</u>	<u>Date</u>	<u>Revision</u>
1	August 2012	-
2	February 2016	Conditions Applying To Your Annual Holiday Entitlement
3	October 2016	Absenteeism, Conditions Applying To Your Annual Holiday Entitlement
4	April 2017	Compassionate Leave

INTRODUCTION

The success of any employer/employee relationship depends largely on the employees themselves, and so I look to you to play your part as I shall continue to play mine.

I provide equal opportunities and am committed to the principle of equality regardless of race, colour, ethnic or national origin, religious belief, political opinion or affiliation, sex, marital status, sexual orientation, gender reassignment age or disability. I will apply employment policies that are fair, equitable and consistent with the skills and abilities of my employees and the support needs. I look to your support in implementing these policies to ensure that all employees are accorded equal opportunity for recruitment, training and promotion and, in all jobs of similar work, on equal terms and conditions of employment.

I will not condone any discriminatory act or attitude in the conduct of my business with the public or my employees. Acts of harassment or discrimination on the grounds of race, colour, ethnic or national origin, religious belief, political opinion or affiliation, sex, marital status, sexual orientation, gender reassignment, age or disability are disciplinary offences.

I welcome you and express my sincere hope that you will be happy here in my team. I ask that you refer to the contents of this Employee Handbook as an extended guide as to what to expect from working in this type of role. It contains a great deal of helpful information in addition to what is set out in your contract, and includes a full description of the standard Dismissal, Disciplinary and Grievance Procedures should the need ever arise as set out in Section XXX of your contract.

JOINING MY EMPLOYMENT

a) Probationary Period

You start with me on an initial probationary period of 3 months. During this period your work performance and general suitability will be assessed and, if 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, I may either take remedial action (which may extend your probationary period) or terminate your employment at any time. I reserve the right not to apply my full contractual capability and disciplinary procedures during this period.

b) Job Description

You have been provided with a job description of this position but amendments may be made to it from time to time in relation to my changing needs. This is set out in Section XXXX of your contract.

c) Employee Training

At the start of your employment you will receive appropriate training for your this job, and as your employment progresses you may also undertake additional training if either you or I feel it is appropriate.

d) Performance and Review

I will monitor your work performance on a continuous basis so that I can maximise your strengths, and help you overcome any possible weaknesses.

e) Job Flexibility

It is an express condition of employment that you are prepared, where necessary, to adapt to duties within my day to day activities. During holiday periods it may be necessary for you to work additional hours normally worked by colleagues. Flexibility is essential as my support needs are constant and subject to other employees also being available to work.

f) Mobility

Although you are usually employed at my home address, it is a condition of your employment that you are prepared, whenever applicable, to transfer to any location. This mobility is essential to meet my support needs.

g) Criminal Record Certificate(s)

Your initial employment is conditional upon the provision of satisfactory Criminal Records Certificate of a level appropriate to your post. You will be required to consent to subsequent criminal record checks from time to time during your employment as

deemed appropriate by me. In the event that such certificate(s) are not supplied your employment with me will be terminated.

h) Convictions and Offences

During your employment, you are required to report immediately to me any convictions or offences with which you are charged, including traffic offences.

i) Policy Statement on the Secure Storage, Handling, Use, Retention and Disposal of Disclosures and Disclosure Information

As an individual using the Disclosure and Barring Service (DBS) to help assess the suitability of applicants for positions of trust I comply fully with the DBS Code of Practice, regarding the correct handling, use, storage, retention and disposal of disclosures and disclosure information.

PAYROLL

a) Administration

1. Payment

Basic salaries for all staff are paid in arrears on the XXXX of each month. 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. Any pay queries that you may have should be raised with me directly.

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 this 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 me 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 in your dealings with the Inland Revenue and other government departments, or if completing a self-assessment form.

b) Lateness/Absenteeism

You must attend for work punctually at the specified time(s) and you are required to comply strictly with any time recording procedures relating to your work. All absences must be notified in accordance with the sickness reporting procedures laid down in

this Employee Handbook. If you arrive for work more than one hour late without having previously notified me, other arrangements may have been made to cover your duties and you may be asked to leave the premises for the remainder of the shift/day without pay. Lateness or absence may result in disciplinary action and/or loss of appropriate payment. If in the event of unauthorised absence I require an agency to cover part or all of your shift, I may deduct from monies owed to you the additional cost of replacement work during that period.

c) Shortage of Work

If there is a temporary shortage of work for any reason, I 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.

d) 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 me or the person working on my behalf at an early stage so that your entitlements and obligations can be explained to you.

e) Parental Leave

If you're entitled to take parental leave in respect of current statutory provisions, you should discuss your needs with me and I will identify your entitlements and look at the proposed leave periods dependent upon your child's/children's particular circumstances and the operational aspects of your employment.

f) 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 me and, if appropriate, I will agree the necessary time off.

HOLIDAY ENTITLEMENT AND CONDITIONS

a) Annual Holidays

Your holiday year begins on 1st April and ends on 31st March each year. Your annual holiday entitlement is shown in your individual Statement of Main Terms of Employment (Form SMT). It is my policy to encourage you to take all of your holiday entitlement in the current holiday year. Unless you ask otherwise, I will credit your payroll automatically at various points throughout the year as specified in your contract. Any outstanding holiday pay will automatically be credited to your final payroll at the end of the financial year.

b) Conditions Applying To Your Annual Holiday Entitlement

Holiday requests will only be considered if you confirm requests in writing up to a maximum of six months in advance. For requests of five or more consecutive days I cannot offer certainty further in advance due to variables I must consider including (but not limited to) staff turnover, illness and seeking required approval and funding of any additional costs should additional agency care be required to cover in your absence. For your ongoing benefit I'll only agree to commitments I can keep to.

I will try to allocate agreed leave on a "first come, first served" basis, but can only make guarantees after ensuring operational efficiency and minimum staffing levels are maintained throughout the year. This may mean no more than two Personal Assistants taking annual leave during the same period. I will aim to indicate within five working days where you are in the order of requests made for any dates.

You should give at least one month's notice of your intention to take holidays and one week's notice is required for single days. You may not normally take more than three working weeks consecutively. Should you wish to take more than three weeks consecutively I will grant this in either exceptional circumstances as either unpaid leave or in agreement with you if I'm unable to maintain current staffing levels during that time, I may have no alternative but to employ additional staff, which could impact on future hours I may be able to offer you and other employees.

Holiday pay will be allocated at your current hourly rate unless otherwise stated in your Statement of Main Terms of Employment.

c) Public/Bank Holidays

Your entitlement to public holidays and any additional payments made for working on them is shown in your individual Statement of Main Terms of Employment.

SICKNESS/INJURY PAYMENTS AND CONDITIONS

a) Notification of Incapacity for Work

You must notify me by telephone or other means on the first day of incapacity and at the earliest possible opportunity. Notification should be made personally and directly to me. You should try to give some indication of your expected return date and notify me as soon as possible if this date changes. If your incapacity extends to more than seven days you are required to notify me of your continued incapacity once a week thereafter, unless agreed otherwise.

b) Evidence of Incapacity

Doctors' certificates are not issued for short-term incapacity. In these cases of incapacity (up to seven calendar days) you must sign a self-certification absence form

on your return to work. 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 me without delay. Subsequently you must supply me with consecutive doctors' medical certificates to cover the entirety of your absence.

c) Payments

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 like wages and is subject to normal deductions.

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. Any contractual sickness/injury payments are shown in your individual Statement of Main Terms of Employment.

A deduction will be made for any other state benefits received if you are excluded or transferred from SSP. If you are entitled to any payments in excess of SSP and your entitlement expires, full or part payment may be allowed at our discretion where it is considered that there are special circumstances warranting it. 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 me.

d) Return to Work

You should notify me as you know on which day you will be returning to work, if this differs from a date of return previously notified. 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. Separate rules relating to infectious diseases and food-handlers are to be found later in this handbook and you must familiarise yourself with them.

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 me. Upon returning to work you may be interviewed by me for the purposes of ascertaining your well-being.

e) General

Submission of a medical certificate or sickness self-certification absence form, although giving me the reason for your absence, may not always be regarded by me 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 me. In deciding whether your absence is acceptable or not I will take into account the reasons and extent of all your absences, including any absence caused by sickness. I cannot operate with an excessive level of absence as all absence, for whatever reason, reduces my efficiency.

I will take a serious view if you take sickness/injury leave which is not genuine, and it will result in disciplinary action being taken. If I consider it necessary, I may ask your permission to contact your doctor or for you to be independently medically examined.

SAFEGUARDS

a) Rights of Search

Although I do not have the contractual right to carry out searches of employees and their property (including vehicles) whilst they are on my premises, I would ask all employees to assist me in this matter should I feel such a search is necessary. These searches may be random and do not imply suspicion in relation to any individual concerned. They may occur, for example, when money belonging to myself or another employee goes missing, or some item within the house cannot be found.

If you should be asked to submit to a search, and if practicable, you will be entitled to be accompanied by a third party, 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. I reserve the right to inform the police at any stage.

b) Confidentiality

For all information that: is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence; relates particularly to my personal business, or that of other persons or bodies with whom I have dealings of any sort; and has not been made public by, or with my authority; shall be confidential, and (save in the course of my 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 my prior written consent, you are to exercise reasonable care to keep safe all documents or other material containing confidential information, and shall at the time of termination of your employment with me, or at any other time upon demand, return to me any such material in your possession.

c) Statements to the media

Any statements to reporters from newspapers, radio, television, etc. in relation to me will be given only by me.

d) Callers to the front door

Callers to the house, whether of a personal, commercial, or official nature, must not be admitted to the house without my prior agreement.

e) Virus Protection Procedures

The use of my computers, CD player, and any other digital equipment is subject to my prior agreement. However, and in any case, in order to prevent the introduction of virus contamination into the software system the following must be observed: unauthorised software including public domain software, magazine cover disks/CDs or Internet/World Wide Web downloads must not be used; and all software must be virus-checked using standard testing procedures before being used.

f) Use of Computer Equipment

When authorisation has been given, and in order to control the use of my computer equipment and reduce the risk of contamination, the following will apply:

- a. The introduction of new software must first of all be checked and authorised by me before general use will be permitted.
- b. Only authorised staff should have access to my computer equipment.
- c. Only authorised software may be used on any of my computer equipment.
- d. Only software that is used for my business applications may be used.
- e. No software may be brought onto or taken from the premises without prior authorisation.
- f. Unauthorised access to my computers 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.

g) E-mail and Internet Policy

The purpose of this policy is to provide a framework to ensure that there is continuity of procedures in the usage of Internet and E-mail within my home. Internet and E-mail are important communications tools for me and provide contact with global professional/academic sources. Therefore, to ensure that I am able to utilise the system to its optimum I have devised a policy that provides use of these facilities whilst ensuring compliance with the legislation throughout.

Internet

The availability and variety of information online means that it can be used to obtain material reasonable considered to be offensive. The use of the Internet to access and/or distribute any kind of offensive material, or material that is not work-related, leaves an individual liable to disciplinary action which could lead to dismissal.

E-mail

My computers should not be used for personal emails without prior agreement; and only when absolutely necessary. Inappropriate use causes many problems including distractions, time wasting and legal claims.

Procedures - Authorised Use:

Unauthorised or inappropriate use of emails may result in disciplinary action which could include summary dismissal. When emailing you should give particular attention to the following:

- i. all messages should comply with my communication standards;
- ii. messages/copies should only be sent to those for whom they are intended;
- iii. E-mail should not be used as a substitute for face-to-face communication or telephone contact. Flame mails (i.e. E-mails that are abusive) must not be sent. Hasty messages sent without proper consideration can cause upset, concern or misunderstanding;
- iv. if the E-mail is confidential the user must ensure that the necessary steps are taken to protect confidentiality. I will be liable for infringing copyright or any defamatory information that is circulated either within the home or to external users of the system; and
- v. offers or contracts transmitted by E-mail are as legally binding on me as those sent on paper.

I will not tolerate e-mail use for unofficial or inappropriate purposes, including:

- i. any messages that could constitute bullying, harassment or other detrimental behaviour;
- ii. personal use (e.g. social invitations, messages, jokes, cartoons, chain letters or other private matters);
- iii. on-line gambling;
- iv. accessing or transmitting pornography;
- v. transmitting copyright information or any software available to the user; or
- vi. posting confidential information about other employees, myself or my personal affairs.

STANDARDS

a) Wastage

I maintain a policy of “minimum waste” which is essential to the cost-effective and efficient running of my household. 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:

- a) handle machines, equipment and medical supplies, if applicable with care;
- b) turn off unnecessary lighting and heating;
- c) ask for other work if your job is not sufficiently providing for you; and
- d) start with minimal delay after arriving for work and breaks.

The following provisions are clearly written terms of your contract of employment:

- a) any damage to property (including non-statutory safety equipment) that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay in full or part the cost of repair or replacement;
- b) any loss to me as a result of your failure to observe procedures or instruction, or a result of negligent behaviour or unsatisfactory standards of work will render you liable to reimburse me in full or part the cost of the loss; and
- c) In the event of failure to pay, I reserve the contractual right to deduct such costs from your pay.

b) Housekeeping

Both for safety and appearance, work areas must be kept clean and tidy at all times.

HEALTH, SAFETY, WELFARE AND HYGIENE

a) Safety

You should familiarise yourself with standard Health and Safety Policies as well as your own health and safety duties and responsibilities. You must not take any action that could threaten the health or safety of yourself, other employees or visitors. All accidents and injuries at work should be reported to me, no matter how minor.

b) Refreshment Making Facilities

I provide refreshment making facilities for your use, which must be kept clean and tidy at all times. The refreshment making facilities may only be used during authorised breaks.

c) Smoking Policy

I have a No Smoking Policy that applies to any area of the house or within the building. Smoking can be done outside the main building door, but it is your responsibility to remove butt ends after you've finished to keep the area tidy.

d) Alcohol and Drugs Policy

Unless at my invitation and on special occasions, you will not consume any alcohol whilst on duty; neither will you consume any drugs whilst on duty which affect or impair your ability to carry out any tasks specified in your job description or undermine my personal safety, unless those drugs have been prescribed by your general practitioner or any other medical doctor and you have made me aware of them beforehand.

Under legislation I, as your employer, have a duty to ensure so far as is reasonably practicable, the health, safety and welfare at work of all my 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 my support and/or the health and safety of my employees.

The effects of alcohol and drugs can be numerous. (These are examples only and not an exhaustive list): absenteeism (e.g. unauthorised absence, lateness, excessive levels of sickness, etc.); higher accident levels (e.g. at work, elsewhere, driving to and from work); and 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 I 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.

e) Hygiene

You must wash your hands immediately after using the toilet, or sneezing into them. Any cut or burn on the hand or arm must be covered with an approved visible dressing. No jewellery should be worn, other than wedding rings, without my permission.

If you suffer from an infectious or contagious disease or illness, or have a bowel disorder, boils, skin or mouth infection, you must not report for work without clearance from your own doctor. Contact with any person suffering from an infectious or contagious disease must be reported and you must have clearance from your own doctor before commencing work. You must report to me before commencing work on return from infectious illness.

GENERAL TERMS OF EMPLOYMENT & PROCEDURES

a) Changes in personal details

You must notify me of any change of name, address, telephone number etc. so I can maintain accurate information records and make contact with you in an emergency, if necessary, outside normal working hours. A form is available on request.

b) Other Employment

If you already have any other employment or are considering any additional employment you must notify me so that I can discuss any implications arising from the European Working Time Directive.

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 as I require 24 hour care. Should you be left with no alternative, it will be your responsibility to ask another employee to cover in your absence and any such periods will normally be without pay for yourself.

d) Compassionate Leave

Compassionate leave is designed to help you cope with the death of a close relative, deal with necessary arrangements and attend their funeral. It may also be granted where a close relative is seriously or critically ill. You are entitled to take reasonable time off for compassionate leave in respect of a spouse or partner, child, stepchild, grandchild, parent, step-parent, parent-in-law, grandparent, brother or sister, stepbrother or stepsister, or brother or sister-in-law. This period of leave will be unpaid. If you are still unable to return to work following an authorised period of compassionate leave it may be appropriate to take a period of annual leave or I may at my discretion grant you further unpaid leave in those circumstances. I recognise that it may not always be possible to request compassionate leave in advance. However, where it is possible, you should tell me reasons for your request and the number of days leave you would like to take.

e) Travel Expenses

I will reimburse you for any reasonable expenses incurred whilst travelling on my business; but only after I have given prior approval. You must provide receipts for any expenditure.

f) Communications

I will try to keep you informed about items of interest verbally.

g) Employee's Property

I do not accept liability for any loss of, or damage to, property that you bring onto the premises, including any vehicle parked on my property. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight or at the end of your shift. Food left in the staff fridge or anywhere else within my property must either be consumed or disposed of by the end of your shift. I will not be held responsible for the consumption of your food and drink by any others. You may store your food and drink in my fridge and/or freezer with my prior permission.

h) Lost Property

Lost property should be handed to me or stored appropriately in your bedroom whilst attempts are made to discover the owner and organise their collection.

i) Mail

All mail received by me will be opened in front of me. Private mail should not be sent care of my address without my prior permission. No private mail may be posted at my expense except in those cases where a formal re-charge arrangement has been made. Mail addressed to me, personally, shall not be read by the employee, unless expressly asked to do so by myself.

j) Telephone Calls/Mobile Phones

Telephones are essential to my safety, security and work. Incoming personal telephone calls are allowed in the case of emergency or with my permission if I do not need you to perform any immediate tasks. Outgoing calls can only be made with my prior permission. Personal mobile phones may be switched on during working hours; but calls must be kept to a reasonable minimum frequency and length. Calls to your mobile phone must wait, until you have finished any personal support tasks that I require at the time.

k) Buying or Selling of Goods

You are not allowed to buy or sell goods on your own behalf on my premises or during your working hours, unless agreed me.

l) Collections from Employees

Unless authorised by me, no collections of any kind are allowed on my premises.

m) Friends and Relatives Contact

You should discourage your friends and relatives from either calling on you in person or by telephone unless absolutely necessary for the duration of your shift.

n) Use of Mobile Phone Whilst Driving

It is illegal to use a mobile phone whilst driving (without a hands free set). It is my policy that you should not use any mobile phones whilst driving my vehicle. You should pull over to the side of the road in an appropriate place before making or receiving any telephones calls. In the event of you being unable to pick up a call because you cannot find a safe place to stop, you must return the call as soon as conveniently possible.

o) Driving License

If it is a requirement of your duties that you possess a current driving license. The loss of such a license as a result of a motoring conviction or on health grounds, may, if I am unable to provide suitable alternative employment, lead to the termination of your employment.

You maybe required, where applicable or necessary, to produce your driving license for inspection at any time when so requested.

MAKING A PROTECTED DISCLOSURE (WHISTLE BLOWING)

If you believe I am failing in certain areas as listed below, you have legal protection against making a disclosure about me. The law prescribes certain disclosures as qualifying disclosures. A 'qualifying disclosure' is where it can be shown that a relevant failure has occurred that relates to:

- a) committing a criminal offence
- b) failing to comply with a legal obligation
- c) a miscarriage of justice
- d) endangering the health and safety of an individual
- e) environmental damage
- f) concealing any information relating to the above

The legislation is designed to protect you from dismissal or suffering any detriment for 'whistle blowing'. You should in the first instance report any concern you may have to me. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the appropriate external organisation or body, e.g. the Police, the Environmental Agency, the Health and Safety Executive.

CAPABILITY AND CAPABILITY DISMISSAL PROCEDURES

a) Introduction

I recognise that during your employment with me your ability to carry out your duties may deteriorate for a number of reasons. The most common ones are 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

If the nature of your job changes, I will make every effort to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. If I have concerns regarding your capability, these will be discussed in an informal manner and you will be given a reasonable amount of 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. If there is still no improvement after a reasonable time you will be issued with a final warning. If such improvement is not forthcoming after an agreed period of time, you will be dismissed with the appropriate notice.

c) Personal Circumstances

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, I will need to have details of your medical diagnosis and prognosis so that I have the benefit of expert advice.

Under normal circumstances this can be most easily obtained by asking your doctor for a medical report.

Your permission is needed before I can obtain such a report and I will expect you to co-operate in this matter should the need arise. When I 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 me in your current 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 I will need to know when I 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 I 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 me in your current role.

d) Short Service Staff

I retain discretion in respect of the capability procedures to take account of your length of service and to vary these 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.

DISCIPLINARY PROCEDURES

a) Introduction

It is necessary to have a minimum number of rules in the interests of all. 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 my 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 as a means of punishment.

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.

The following rules and procedures should ensure that:

- a) the correct procedure is used when inviting you to 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 so 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, who may act as a witness or speak on your behalf, 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 a 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 conditions, procedures, rules etc. not

specified within this handbook will also result in the disciplinary procedure being used to deal with such matters.

c) Rules Covering Unsatisfactory Conduct and Misconduct

You will be liable to disciplinary action if you are found to have acted in any of the following ways (These are examples only and not an exhaustive list.):

- a) failure to abide by standard health and safety rules and procedures;
- b) smoking in designated non smoking areas;
- c) consumption of alcohol on the premises, unless invited to, by me; or consumption of drugs, unless they are prescribed by your general practitioner or other medical doctor.
- d) persistent absenteeism and/or lateness;
- e) unsatisfactory standards or output of work;
- f) rudeness towards visitors, members of my family, 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 my support and my affairs during your normal working hours;
- h) unauthorized use of E-mail and Internet; failure to carry out all reasonable instructions or follow my rules and procedures;
- i) unauthorized use or negligent damage or loss of my property;
- j) failure to report immediately any damage to property or premises caused by you;
- k) use of my vehicles without approval or the private use of my vehicles without authorisation;
- l) failure to report any incident whilst driving my vehicle, whether or not the personal injury or vehicle damage occurs;
- m) if your work involves driving, failure to report immediately any type of driving conviction or any summons which may lead to your conviction;
- n) carrying unauthorised goods or passengers in my vehicle or the use of my vehicle for the personal gain; and
- o) if your job entails driving a vehicle, loss of driving license where driving on public roads forms an essential part of the duties of the post.

d) Serious Misconduct

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 on my ability to live an independent lifestyle, or reputation, you may be issued with a final written warning in the first instance.

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. 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 between us 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;
- f) breach of health and safety rules that endangers the lives of, or may cause serious injury to myself, other employees or any other person.
- g) any maltreatment or abuse of myself;
- h) failure to report an incident of abuse, or suspected abuse; abandoning or sleeping on duty, other than during sleepovers or with prior agreement;
- i) acceptance of gifts & hospitality in contravention of Corruptions Acts (1906);
- j) wilful misrepresentation at the time of appointment including: Previous positions held, Qualifications held, Falsification of date of birth, Declaration of health
- k) Failure to disclose a criminal conviction/caution within the provisions of the Rehabilitation of Offenders Act;

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- l) wilful misrepresentation at any time during employment in connection with qualifications held;
- m) deliberate disclosure of privileged confidential information to unauthorised people;
- n) negligent or deliberate failure to comply with my aforementioned policy regarding drugs and medications;
- o) working whilst contravening an enactment, or breach of rules laid down by statutory bodies;
- p) any act or omission constituting serious or gross negligence/or dereliction of duty;

(These examples are illustrative and are not an exhaustive list, which would be almost impossible to provide in full.)

f) Disciplinary Procedure

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

Offence	1st	2nd	3rd	4th
Unsatisfactory Conduct	Formal Verbal	Written	Final Written	Dismissal
Misconduct	Written	Final Written	Dismissal	
Serious Misconduct	Final Written	Dismissal		
Gross Misconduct	Dismissal			

I 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.

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.

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.

g) Disciplinary Authority

The operation of the disciplinary procedure contained, in the previous section, is based on my authority only for the various levels of disciplinary action:

- a. Formal verbal warning
- b. Written warning
- c. Final written warning
- d. Dismissal

h) Period of Warnings

1. Formal verbal warning

A formal verbal warning will normally be disregarded after a six month period.

2. Written warning

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

3. Final written warning

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

i) General Notes

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. Gross misconduct offences will result in dismissal without notice. You have the right to appeal against any disciplinary action.

CAPABILITY/DISCIPLINARY APPEAL PROCEDURE

You have the right to lodge an appeal in respect of any capability/disciplinary action taken against you. If you wish to exercise this right you should apply either verbally or in writing to me. 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. The appeal procedure will normally be conducted by an appropriate person not involved in any previous proceedings, so that an independent decision as to the severity and appropriateness of the action taken can be made.

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.

You may be accompanied at any stage of the appeal hearing by a fellow employee of your choice, who may act as a witness or speak on your behalf. The result of the appeal will be made known to you in writing within five working days after the hearing.

GENERAL DISCIPLINARY AND APPEAL PROCEDURES

This section of the Employee Handbook forms part of your Contract of Employment

Step 1: Statement of grounds for action and invitation to meeting

Your alleged conduct or characteristics, or other circumstances, which lead me to contemplate dismissing or taking disciplinary action against you, will be set out in writing. This statement, or a copy of it, will be sent to you and you will be invited to attend a meeting to discuss the matter.

Step 2: Meeting

The meeting will take place before action is taken, except in the case where disciplinary action consists of suspension. The meeting will not take place unless:

- i. you have been informed what the basis was for including in the statement, under Step 1, the ground or grounds in it; and
- ii. you have had a reasonable opportunity to consider your response to that information.

You must take all reasonable steps to attend the meeting. Proposed meeting dates may be changed at your request, where reasonable. However, if you do not attend without notification and/or good reason, the decision may be made in your absence

After the meeting, you will be informed of the decision and notified of the right to appeal against the decision if you are not satisfied with it.

Step 3: Appeal

If you wish to appeal, you must inform me. If you inform me of your wish to appeal, you will be invited to attend a further meeting.

Again, the appeal procedure will normally be conducted by an appropriate person not involved in any previous proceedings, so that an independent decision as to the severity and appropriateness of the action taken can be made.

You must take all reasonable steps to attend the meeting. Proposed meeting dates may be changed at your request, where reasonable. However, if you do not attend without notification and/or good reason, the decision may be made in your absence. The appeal meeting need not take place before the dismissal or disciplinary action takes effect. After the appeal meeting you will be informed of the final decision.

1. General Requirements:

The following requirements will be adhered to in respect of the above procedures (so far as applicable):

- a. Each step and action under the procedure will be taken without unreasonable delay.
- b. Timing and location of meetings will be reasonable.
- c. Meetings will be conducted in a manner that enables both parties to explain my cases.
- d. In the case of appeal meetings, which are not the first meeting, I will, so far as is reasonably practicable, be represented by a more senior manager than attended the first meeting (unless the most senior manager attended that meeting).

Grievance Procedure

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.

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. Whilst I will give the same consideration to any grievance that you raise verbally, provided that you make it clear that you wish it to be treated formally, you should be aware that, in most circumstances, the law requires you to provide me with written details of your grievance before taking certain types of legal action.

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.

If you feel aggrieved at any matter relating to your work (except the personal harassment, for which there is a separate procedure following this section), you should first raise the matter with me, 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.

If you wish to appeal you must inform me within five working days. You will then be invited to a further meeting, which you must take all reasonable steps to attend. Following the appeal meeting you will be informed of the final decision, normally within ten working days, which will be confirmed in writing.

PERSONAL HARASSMENT POLICY AND PROCEDURE

a) Introduction

Many people in society are victimised and harassed as a result of race, colour, ethnic or national origin, religious belief, political opinion or affiliation, sex, marital status, sexual orientation, gender reassignment, age or disability.

Personal harassment takes many forms but, in whatever form it takes, it is always serious and is totally unacceptable.

b) Policy

I deplore all forms of the personal harassment and seek to ensure that the working environment is sympathetic to all my employees.

c) Complaining about personal harassment

1. Informal 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.

2. Formal complaint

Where the informal approach fails or if the harassment is more serious, you should bring the matter to the attention of me as a formal written complaint.

I will then 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 a 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 within five working days of receiving the draft. Any points of concern will be considered 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.

d) General Notes

If the report concludes that the allegation is well founded, the harasser will be liable to disciplinary action in accordance with my disciplinary and disciplinary dismissal procedure. An employee who receives a formal warning or who is dismissed for harassment may appeal by using my capability/disciplinary appeal procedure.

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.

EQUAL OPPORTUNITIES POLICY

a) Statement of Policy

I recognise that discrimination is unacceptable and although equality of opportunity has been a long standing feature of my employment practices and procedure, I 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.

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, political opinion or affiliation, sex, marital status, sexual orientation, gender reassignment, age or disability.

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.

I will maintain a neutral working environment in which no employee or worker feels under threat or intimidated.

b) Recruitment and Selection

The recruitment and selection process is crucially important to any equal opportunities policy. I will endeavour not to discriminate, whether consciously or unconsciously, in making these decisions. Job descriptions, where used, will be revised to ensure that they are in line with my equal opportunities policy. Job requirements will be reflected accurately in any the personnel specifications. I will adopt a consistent, non-discriminatory approach to the advertising of vacancies.

I will not confine my recruitment to areas or media sources which provide only, or mainly, applicants of a particular group. All applicants who apply for Jobs with me will receive fair treatment and will be considered solely on their ability to do the job. Shortlisting and interviewing will be carried out by me. Interview questions will be related to the requirements of the job and will not be of a discriminatory nature. I will not disqualify any applicant for failure to complete an application form unassisted

unless the personal completion of the form is a valid test of the standard of English required for the safe and effective job performance.

c) Training

Staff may, if they wish, receive training in the application of this policy to ensure that they are aware of its contents and provisions.

d) Monitoring

I will maintain and review the employment records of all employees in order to monitor the progress of this policy. Monitoring may involve: the collection and classification of information regarding the race in terms of ethnic/national origin and sex of all applicants and current employees; the examination by ethnic/national origin and sex of the distribution of employees and the success rate of the applicants; and recording recruitment, training and promotional records of all employees, the decisions reached and the reason for those decisions.

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

TERMINATION OF EMPLOYMENT

a) Retirement

The normal age for retirement is 65. However, you may now continue your employment beyond that age, if you so wish. If so, please inform me.

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 My Property

On the termination of your employment you must return all my 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 expressly written term in your contract of employment.