



# Employee Handbook

# Pear Tree Projects Limited

<b>Contents</b>	<b>Page</b>
<b>Employee Handbook Issues and Updates .....</b>	<b>2</b>
<b>Introduction .....</b>	<b>3</b>
<b>Joining Our Organisation .....</b>	<b>4</b>
<b>Employee Assistance Programme .....</b>	<b>5</b>
<b>Salaries and Wages Etc. ....</b>	<b>6</b>
<b>Holiday Entitlement and Conditions .....</b>	<b>7</b>
<b>Sickness/Injury Payments and Conditions .....</b>	<b>8</b>
<b>Safeguards.....</b>	<b>10</b>
<b>Standards.....</b>	<b>15</b>
<b>Health, Safety, Welfare and Hygiene .....</b>	<b>17</b>
<b>General Terms and Procedures.....</b>	<b>20</b>
<b>Anti-Bribery Policy .....</b>	<b>23</b>
<b>Anti-Tax Evasion Policy .....</b>	<b>24</b>
<b>Whistle-Blowers .....</b>	<b>26</b>
<b>Capability Procedures.....</b>	<b>27</b>
<b>Disciplinary Procedures .....</b>	<b>28</b>
<b>Capability/Disciplinary Appeal Procedure .....</b>	<b>32</b>
<b>Grievance Procedure.....</b>	<b>33</b>
<b>Personal Harassment Policy and Procedure .....</b>	<b>34</b>
<b>Equality, Inclusion and Diversity Policy .....</b>	<b>34</b>
<b>Termination of Employment.....</b>	<b>39</b>

# Employee Handbook Issues and Updates

Pages	Issue Number	Date
1-33	0	
19	1	October 2006
1, 3, 6, 8, 9, 20, 21, 22, 24 - 32	2	February 2010
6,15,22,29,30,32	3	August 2012
5, 20, 24, 29, 30	4	November 2013
6, 8, 12, 16, 20, 26, 27, 28, 29, 30	5	December 2014
10, 15	6	September 2015
8	7	March 2016
1-38	8	January 2019 (Re-launch)
4, 20, 33, 34, 35, 36	9	April 2020
5, 32-34	10	July 2020
5	11	November 2020
21	12	June 2021
19, 22	13	September 2021

# 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 HR.

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 children or young people who attend our Organisation, their families, our 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.

# Joining Our Organisation

---

## **A) DISCLOSURE AND BARRING CERTIFICATE(S)**

Your initial employment is conditional upon the provision of a satisfactory Disclosure and Barring Certificate of a level appropriate to your post. You may be required to undertake subsequent criminal record checks from time to time during your employment as deemed appropriate by the organisation. In the event that such certificate(s) are not supplied your employment with us will be terminated.

Data collected about criminal convictions will be processed in line with the Data Protection Act. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

## **B) DISQUALIFICATION BY 'ASSOCIATION'**

Members of staff working in relevant child-care provisions are required to provide information concerning personal disqualification and/or if they live in the same household as a disqualified individual. Initial employment will be conditional upon the completion of the Staff Disqualification Declaration. Further checks will be carried out on a regular basis however if you or anyone in your household becomes disqualified between these checks this should be brought to the attention of your Manager. If a positive declaration is made, you will be removed from the relevant setting and Ofsted will be notified as soon as reasonably practicable. An application can be made to Ofsted to waive your disqualification but, whilst a waiver application is under consideration, you cannot work in the relevant settings. Where a waiver is not granted, employment may be terminated unless redeployment is available.

## **C) CONVICTIONS AND OFFENCES**

During your employment, you are required to immediately report to the Organisation any convictions or offences with which you are charged, including traffic offences. Data collected about criminal convictions will be processed in line with the Data Protection Act. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

## **D) INDUCTION**

At the start of your employment you are required to attend and complete a staff induction programme at which you will be briefed on the Organisation's policies, procedures and obligations as required by current legislation. Attendance at induction sessions is mandatory.

## **E) JOB DESCRIPTION**

Amendments may be made to your job description from time to time in relation to our changing needs and your own ability.

## **F) JOB FLEXIBILITY**

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

## **G) MOBILITY**

It is a condition of your employment that you are prepared, whenever applicable, to transfer/travel to any other of our sites within reasonable travelling distance as required. This mobility is essential to the smooth running of our business.

## **H) STAFF APPRAISAL SCHEME**

We have a staff appraisal scheme in place for the purpose of monitoring staff performance levels with a view to maximising the effectiveness of individuals, details of which are available separately.

# Employee Assistance Programme

---

We recognise that sometimes you may face certain challenges in your work and home life that are difficult to deal with. We subscribe to a confidential and professional life management service which provides you with a qualified counsellor who can offer personal support for any practical or emotional challenges you may be facing. The service is initially provided via telephone and online advice but face to face meetings will be arranged where this is felt clinically appropriate. This service is totally confidential. More details of this service are available from your Manager or HR.

# Salaries and Wages Etc.

---

## A) ADMINISTRATION

### 1) Payment

- a) For all staff the pay period is the calendar month. Salaries are paid by the last working day of the current month and overtime/commission payments are paid [Commission].
- b) 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.
- c) Any pay queries that you may have should be raised with the Company Secretary.

### 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 specified time(s) and you are required to comply strictly with any time recording procedures relating to your work.
- 2) Lateness or absence may result in disciplinary action and/or loss of appropriate payment.

## C) SHORTAGE OF WORK

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

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

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

## D) PENSION SCHEME

We operate a contributory pension scheme which you will be auto-enrolled into (subject to the conditions of the scheme). The scheme enables you to save for your retirement using your own money, together with tax relief and contributions from the Company. Further details are available separately.

# 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 and no payment in lieu will be made in respect of untaken holidays other than in the event of termination of your employment.
- 3) We operate an online system for booking holidays via BrightHR. You will be given the rights to request absence online and you will also be able to view your holiday entitlement online at any time. This is to give you the facility to easily plan your holidays throughout the year.
- 4) Once you have registered your holiday request online, you will receive an e-mail from your Line Manager authorising or declining your request. If you feel that your request has been unreasonably refused for any reason you should refer the matter to your Line Manager. They will endeavour to ensure that you have every opportunity to take your holidays at the time you request them, but they will need to balance your requests with the needs of the department.
- 5) Holiday dates will normally be allocated on a "first come - first served" basis whilst ensuring that operational efficiency and appropriate staffing levels are maintained throughout the year.
- 6) You may not normally take more than two working weeks consecutively.
- 7) We encourage staff to take whole weeks of rather than odd days and weekends. This helps stabilise shift patterns. Each member of staff is limited to booking two weekends in any one holiday period, however special requests may be considered at the discretion of the Manager.
- 8) You should give at least six weeks of your intention to take holidays.
- 9) Your holiday pay will be at your normal basic pay unless shown otherwise on your Statement of Main Terms.
- 10) Where your employment ends, for any reason when only part of the year has been completed, your pay will be calculated to ensure that the payment which you receive equates to the actual hours that you have worked. Any shortfall in pay will be added to your final payment and any overpayment will be deducted. This calculation is also made at the end of the year and again the same adjustment based on hours worked for any overpayment and underpayment will be made.

## B) PUBLIC/BANK HOLIDAYS

Your entitlement to public/bank holidays is shown in your individual Statement of Main Terms of Employment.

# Sickness/Injury Payments and Conditions

---

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

- 1) You must notify us by telephone on the first day of incapacity at the earliest possible opportunity and by no later than your start time. Text messages and e-mails are not an acceptable method of notification. Other than in exceptional circumstances notification should be made personally, to the Duty Manager/Manager.
- 2) You should try to give some indication of your expected return date and notify us as soon as possible if this date changes. The notification procedures should be followed on each day of absence unless you are covered by a medical certificate.
- 3) If your incapacity extends to more than seven calendar days you are required to notify us of your continued incapacity once a week thereafter, unless otherwise agreed.

## **B) EVIDENCE OF INCAPACITY**

- 1) Medical 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 medical certificates to cover the whole of your absence.

## **C) PAYMENTS**

- 1) You are entitled to statutory sick pay (SSP) if you are absent for four or more consecutive days because of sickness or injury provided you meet the statutory qualifying conditions. SSP is treated like wages 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 Duty Manager/Manager 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 send this to the Duty Manager/Manager.
- 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 the state of your health and fitness for work. Information arising from such an interview will be treated with strictest confidence.

## **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/injury. 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 and/or for you to be independently medically examined.

## **F) BRADFORD FACTOR**

All sickness will be monitored and scored using the 'Bradford Factor'. The Bradford score system gives higher scores for frequent, short absences than for longer continuous periods of absence.

The formula that will be used to calculate the total number of absence points is as follows:

Number of times absent squared, multiplied by the total number of days absent.

Staff who reach an absence score of more than 100 in any 12-month period will be required to attend an investigation interview to discuss their level of absence. This could ultimately result in a disciplinary hearing.

# Safeguards

---

## A) SECURITY

- 1) Strangers must not be admitted to the premises without offering identification and without good reason, and must be accompanied at all times whilst on the premises. The door must always be kept locked after being opened to allow entry or exit to visitors, etc.
- 2) All visitors must be signed into the electronic sign in system on arrival and signed out on their departure.
- 3) Children and young people are not permitted to open the door to any person. If a young person is aware that a person(s) requires being let out or allowed in, they should inform a member of staff immediately.
- 4) Employees must not allow any child to leave with anybody who is not known to the staff, and as being allowed to take the child.

## B) CONFIDENTIALITY

You must always be aware of the confidentiality of information gained during the course of your duties, which in many cases includes access to personal information relating to children or young people, their families and other staff. It is expected that you understand the importance of treating information in a discreet and confidential manner, and your attention is drawn to the following:

- 1) All documentary or other material containing confidential information must be kept securely at all times when not being used by a member of staff and must be returned to us at the time of termination of your employment with us, or at any other time upon demand;
- 2) Information regarding the Organisation and children or young people must not be disclosed either orally or in writing to unauthorised persons. It is particularly important that employees should ensure the authenticity of telephone enquiries;
- 3) Conversations relating to confidential matters affecting the Organisation, employees and children or young people should not take place in situations where they can be overheard (i.e. in corridors, reception areas, lifts, etc.);
- 4) Any breach of confidentiality may be regarded as misconduct/gross misconduct and be the subject of serious disciplinary action.
- 5) You must make yourself aware of the company's policies on data protection in relation to personal data and ensure compliance with them at all times.

The importance of confidentiality cannot be stressed too much and it is important that it be borne in mind at all times.

For the purposes of clarity, you shall not at any time (save as required by law) before or after the termination of your employment, disclose such information to any person without our prior written consent.

## **C) DATA PROTECTION**

The General Data Protection Regulation (GDPR) and the current Data Protection Act regulate our use of your personal data. As an employer it is our responsibility to ensure that the personal data we process in relation to you is done so in accordance with the required principles. Any data held shall be processed fairly and lawfully and in accordance with the rights of data subjects.

We will process data in line with our privacy notices in relation to both job applicants and employees.

You have several rights in relation to your data. More information about these rights is available in our “Policy on your rights in relation to your data”. We commit to ensuring that your rights are upheld in accordance with the law and have appropriate mechanisms for dealing with such.

We may ask for your consent for processing certain types of personal data. In these circumstances, you will be fully informed as to the personal data we wish to process and the reason for the processing. You may choose to provide or withhold your consent. Once consent is provided, you are able to withdraw consent at any time.

You are required to comply with all Company policies and procedures in relation to processing data. Failure to do so may result in disciplinary action up to and including dismissal.

## **D) ORGANISATION PROPERTY AND COPYRIGHT**

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

## **E) STATEMENTS TO THE MEDIA**

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

## **F) INVENTIONS/DISCOVERIES**

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

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

## **G) 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, USBs, external hard drives, CDs or internet downloads must not be used; and
- b) all software must be virus checked using standard testing procedures before being used.

## **H) USE OF COMPUTER EQUIPMENT**

In order to control the use of the Organisation's 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 the Head Office before general use will be permitted;
- b) only authorised staff should have access to the Organisation's computer equipment;
- c) only authorised software may be used on any of the Organisation'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 Organisation's premises without prior authorisation;
- f) unauthorised access to the computer facility will result in disciplinary action; and
- g) unauthorised copying and/or removal of computer equipment/software will result in disciplinary action; such actions could lead to dismissal.

## **I) E-MAIL AND INTERNET POLICY**

### **1) Introduction**

The purpose of the Internet and E-mail policy is to provide a framework to ensure that there is continuity of procedures in the usage of Internet and e-mail within the Organisation. The internet and e-mail system have established themselves as an important communications facility within the Organisation and have provided us with contact with professional and academic sources throughout the world. Therefore, to ensure that we are able to utilise the system to its optimum we have devised a policy that provides maximum use of the facility whilst ensuring compliance with the legislation throughout.

### **2) Internet**

Where appropriate, duly authorised staff are encouraged to make use of the Internet as part of their official and professional activities. Attention must be paid to ensuring that published information has relevance to normal professional activities before material is released in the Organisation's name. Where personal views are expressed a disclaimer stating that this is the case should be clearly added to all correspondence. The intellectual property right and copyright must not be compromised when publishing on the Internet. The availability and variety of information on the Internet has meant that it can be used to obtain material reasonably considered to be offensive. The use of the Internet to access and/or distribute any kind of offensive material, or material that is not work-related, leaves an individual liable to disciplinary action which could lead to dismissal.

### **3) Procedures – Acceptable/Unacceptable Use**

- a) Unauthorised or inappropriate use of the internet system may result in disciplinary action which could result in summary dismissal.
- b) The internet system is available for legitimate business use and matters concerned directly with the job being done. Employees using the internet system should give particular attention to the following points:
  - i) comply with all of our internet standards;
  - ii) private use of the internet should be used outside of your normal working hours;
  - iii) you should not access websites which put our internet at risk of (but not limited to) viruses,

compromising our copyright or intellectual property rights; and

iv) you should not access or transmit pornography.

#### **4) E-mail**

The use of the e-mail system is encouraged as its appropriate use facilitates efficiency. Used correctly it is a facility that is of assistance to employees. Inappropriate use however causes many problems including distractions, time wasting and legal claims. The procedure sets out the Organisation's position on the correct use of the e-mail system.

#### **5) Procedures - Authorised Use**

- a) Unauthorised or inappropriate use of the e-mail system may result in disciplinary action which could include summary dismissal.
- b) The e-mail system is available for communication and matters directly concerned with the legitimate business of the Organisation. Employees using the e-mail system should give particular attention to the following points:
  - i) comply with all Organisation communication standards;
  - ii) e-mail messages and copies should only be sent to those for whom they are particularly relevant;
  - iii) e-mail should not be used as a substitute for face-to-face communication or telephone contact. Abusive e-mails 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. The Organisation will be liable for infringing copyright or any defamatory information that is circulated either within the Organisation or to external users of the system; and
  - v) offers or contracts transmitted by e-mail are as legally binding on the Organisation as those sent on paper.
- c) The Organisation will not tolerate the use of the e-mail system for unofficial or inappropriate purposes, including:
  - i) any messages that could constitute bullying, harassment or other detriment;
  - ii) personal use (e.g. social invitations, personal messages, jokes, cartoons, chain letters or other private matters);
  - iii) on-line gambling;
  - iv) accessing or transmitting pornography;
  - v) transmitting copyright information and/or any software available to the user; or
  - vi) posting confidential information about other employees, the Organisation, the children or young people or the Organisation's suppliers.

## **6) Monitoring**

We reserve the right to monitor all e-mail/internet activity by you for the purposes of ensuring compliance with our policies and procedures and of ensuring compliance with the relevant regulatory requirements. This includes monitoring of any additional accounts you may be requested to set up for the purposes of performing your work tasks, which are subject to the same rules as your work email account. Information acquired through such monitoring may be used as evidence in disciplinary proceedings. Monitoring your usage will mean processing your personal data. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

## **J) USE OF SOCIAL NETWORKING SITES**

Any work related issue or material that could identify an individual who is a child or young person or work colleague, which could adversely affect any of the above or the Organisation must not be placed on a social networking site. This means that work related matters must not be placed on any such site at any time either during or outside of working hours and includes access via any computer equipment or mobile device. Employees are not permitted to add parents as friends on social networking sites.

Under no circumstances should you post negative or derogatory comments relating to the Organisation or your employment with us, as comments such as these can have a detrimental impact on our reputation, even if you are not directly linked to clients of the Organisation. This includes posting information following the end of your employment. Similarly thought should always be given to any images and pictures you upload, consideration should be given to the need to maintain a professional and responsible image.

Members of staff who are connected to colleagues, children and young people via social media should ensure that any posts do not affect the morale of those individuals.

## **K) ORGANISATION RULES AND REGULATIONS**

It is a condition of your employment that you comply at all times with:

- a) all rules and regulations of the Organisation; and
- b) Children's Act
- c) National Minimum Standards
- d) The Children's home regulation 2015

Failure to do so will result in disciplinary proceedings which may lead to dismissal.

# Standards

---

## A) WASTAGE

- 1) We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of our Organisation.
- 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
- 3) The following provision is an express written term of your contract of employment:
  - a) Any damage to vehicles, stock or property 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;
  - 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; and
  - c) In the event of an at fault accident whilst driving one of our vehicles you may be required to pay the cost of the insurance excess up to a maximum of £250.
- 4) In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

## B) STANDARDS OF DRESS

As you are liable to come into contact with children and young people and members of the public, it is important that you dress appropriately to your role at all times. Appropriate footwear should be worn at all times. Provocative clothing should not be worn under any circumstances.

You should wear clothes appropriate for your job responsibilities, and they should be kept clean and tidy at all times. Hair should be clean and tidy, if a colour is used this must only be natural tones. Inappropriate tattoos and body art should be covered and not on display whilst on duty, when in the company of young people cared for by Pear Tree Projects and whilst attending any company facilities or events.

## C) HOUSEKEEPING

Both from the point of view of safety and of appearance, work areas must be kept clean and tidy at all times.

## D) BEHAVIOUR AT WORK

- 1) You should behave with civility towards fellow employees, and no rudeness will be permitted towards children or young people who attend our Organisation, their families or other members of the public. Objectionable or insulting behaviour, or bad language will render you liable to disciplinary action.
- 2) You should use your best endeavours to promote the interests of the business and shall, during normal working hours, devote the whole of your time, attention and abilities to the Organisation and its affairs.
- 3) Any involvement in activities which could be construed as being in competition with us is not allowed.

4) Inappropriately negative towards staff and children.

#### **E) BEHAVIOUR OUTSIDE OF WORK**

Because the business demands employees of the highest integrity we have the right to expect you to maintain these standards outside of working hours.

Activities that result in adverse publicity to ourselves, or which cause us to lose faith in your integrity, may give us grounds for your dismissal. This is in accordance with the rules and code of conduct of our governing body.

While you are in the vicinity of the Organisation your language and topics of conversation must be appropriate for the environment. Inappropriate language is anything the children or young people in your care can pick up on and repeat including but not limited to, any racist or sexist language, personal insults and offensive nicknames, or anything else that is inappropriate for children or young people. The Organisation will not tolerate inappropriate language. Failure to adhere to this rule may result in disciplinary action being taken.

# 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, clients or members of the public.
- 3) 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.
- 4) You should report all accidents and injuries at work, no matter how minor, in an accident form.
- 5) You must ensure that you are aware of our fire and evacuation procedures and the action you should take in the event of such an emergency.

## B) REFRESHMENT MAKING FACILITIES

We provide refreshment making facilities for your use, which must be kept clean and tidy at all times.

## C) 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 business and/or the health and safety of our employees.

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.

## D) ALCOHOL & DRUGS TESTING

- 1) The Company reserve the contractual right to carry out alcohol and drug testing on employees during their normal working hours. These tests are random and do not imply suspicion in relation to any individual.
- 2) If you are required to submit to a test, you will have the right to be accompanied by a fellow work colleague available at the time of the request.
- 3) You retain the right to refuse to be tested, however, you should be aware that your refusal may be regarded as breach of contract which may lead to disciplinary action and result in your dismissal.
- 4) All personal data collected for this purpose will be processed in line with the current Data Protection Act.

## E) HYGIENE

- 1) Any exposed cut or burn must be covered with a first-aid dressing.
- 2) 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.
- 3) Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

## **F) HYGIENE FOR FOOD HANDLERS**

- 1) You must wash your hands immediately before commencing work and after using the toilet.
- 2) Any cut or burn on the hand or arm must be covered with an approved visible dressing.
- 3) Head or beard coverings and overalls/uniforms, where provided, must be worn at all times.
- 4) No jewellery should be worn, other than plain band wedding rings, without the permission of a Manager.
- 5) You should not wear excessive amounts of make-up.
- 6) If you are suffering 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.
- 7) 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.
- 8) You must report to a Manager before commencing work.
- 9) You must ensure that you strictly comply with our hygiene rules and regulations at all times.

## **G) NO SMOKING POLICY**

Smoking on the premises is not permitted at any time. This includes e-cigarettes and heated tobacco.

## **H) ORGANISATION HAZARDS**

Staff should be aware of the following hazards when caring for children or young people:

- a) The use of any electrical equipment, cooker, kettles and trailing wires or cables;
- b) Broken equipment/toys – these should be removed for repair or replacement;
- c) Items left lying around which children or young people could pull down on themselves; or
- d) Doors, gate, fire exits left open particularly those that lead to the car park or stairs.

## **I) MANUAL HANDLING**

You are required, in accordance with the Manual Handling Regulations 1992, to advise us of any condition which may make you more vulnerable to injury.

## **J) FITNESS FOR WORK**

If you arrive for work and, in our opinion, you are not fit to work, we reserve the right to exercise our duty of care if we believe that you may not be able to undertake your duties in a safe manner or may pose a safety risk to others, and send you away for the remainder of the day with or without pay and, dependent on the circumstances, you may be liable to disciplinary action.

## **K) CORONAVIRUS IN THE WORKPLACE**

The Company is committed to ensuring the health and safety of all employees. To this end, the below sets out steps that the Company is taking in order to tackle the coronavirus outbreak, alongside expectations that are placed upon employees.

The Company may ask where you will be going on holiday and if you will need to quarantine. If you will have to quarantine this will be without pay.

If status of the country changes whilst on holiday and you will have to quarantine, then this will be without pay.

The Company may ask you to provide proof of vaccination and the details will be added on Vac Track system.

# General Terms 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**

You are expected to devote the whole of your time and attention during working hours to our business. If you propose taking up employment with an employer or pursuing separate business interests or any similar venture, you must discuss the proposal with the Managing Director in order to establish the likely impact of these activities on both yourself and the Company. You will be asked to give full details of the proposal and consideration will be given to:

- 1) Working hours;
- 2) Competition, reputation and credibility;
- 3) Conflict of Interest;
- 4) Health, safety and welfare.

You will be notified in writing of the Company's decision. The Company may refuse to consent to your request. If you work without consent this could result in the termination of your employment. \*

If you are unhappy with the decision you may appeal using the Grievance Procedure.

\*NB: This does not apply to those on a zero-hour contract who should refer to the following:

If you already have any other employment or are considering any additional employment you must 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. Proof of the appointment should be provided to the Duty Manager if requested. 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 Duty Manager and will normally be with pay. Depending on the length of time off needed, you may at our discretion be able to make up the time.

## **D) MATERNITY/PATERNITY/ADOPTION LEAVE AND PAY**

You may be entitled to maternity/paternity/adoption leave and pay in accordance with the current statutory provisions. If you (or your partner) become pregnant or are notified of a match date for adoption purposes, you should notify HR at an early stage so that your entitlements and obligations can be explained to you.

## **E) PARENTAL/SHARED PARENTAL LEAVE**

If you are entitled to take parental leave or shared parental leave in respect of the current statutory provisions, you should discuss your needs with HR who 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 the business.

## **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 HR who, if appropriate, will agree the necessary time off.

## **G) BEREAVEMENT LEAVE**

Reactions to bereavement may vary greatly according to individual circumstances and the setting of fixed rules for time off is therefore inappropriate. You should discuss your circumstances with the HR Manager and agree appropriate time off, which will normally be without pay. Any agreed time off will be discretionary.

## **H) TRAVEL EXPENSES**

We will reimburse you for any reasonable expenses incurred whilst travelling on our business. The rules relating to travelling expenses will be issued separately. You must provide receipts for any expenditure.

## **I) FINES**

We will not be held responsible for any fines (e.g. parking, speeding etc.) incurred by you whilst working for us. In the event that the Company receive the summons on the employee's behalf or owing to a fine incurred by the employee, we may pay the fine and deduct the cost from the employee's salary. This is an express written term of your contract of employment.

## **J) EMPLOYEES' PROPERTY AND LOST PROPERTY**

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

## **K) PARKING**

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

## **L) MAIL**

All mail received by us will be opened, including that addressed to employees. Private mail, therefore, should not be sent care of our address. No private mail may be posted at our expense.

## **M) FRIENDS AND RELATIVES CONTACT / TELEPHONE CALLS / MOBILE PHONES**

You should discourage your friends and relatives from either calling on you in person or by telephone except in an emergency. Incoming personal telephone calls are allowed only in the case of emergency. Outgoing personal calls can only be made with the prior permission of the Duty Manager.

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

## **N) BUYING OR SELLING OF GOODS**

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

## **O) COLLECTIONS FROM EMPLOYEES**

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

## **P) GIFTS**

In order to maintain the integrity of both yourself and the Organisation any gifts etc. must be disclosed to the Manager. You should not accept any high value gifts or invitations without prior authorisation.

## **Q) CAMERAS, VIDEOS AND OTHER PHOTOGRAPHIC/AUDIO DEVICES**

All photographs and information about children or young people must remain on the Organisation premises at all times. Under no circumstances will permission be granted to remove these items in order to work on them at home or elsewhere. Unauthorised removal of such items will be treated as serious misconduct, which could result in dismissal.

## **R) INCLEMENT WEATHER/TRAVEL ARRANGEMENT DISRUPTION**

Every reasonable effort should be made to attend work in accordance with your contract. In the event that you are unable to attend work owing to inclement weather conditions and/or severe disruption to your travel arrangements, you should report your absence through the normal absence reporting procedures. Any absence due to adverse weather will ordinarily be unpaid.

## **S) DRIVING LICENCE**

If driving is a necessary, part of your role it is imperative that you maintain a valid driving licence suitable for the vehicle you operate at all times during your employment. You are required upon request to produce your driving licence to the management. We may also require you to provide us with the ability to access your driving licence details online. If at any time your licence is endorsed, or you are disqualified from driving, we must be informed immediately. If you are required to drive as part of your job and we are unable to find alternative employment, your employment may be terminated.

Data collected about driving licences will be processed in line with the Data Protection Act. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

## **T) CAR INSURANCE**

If your position requires you to use your own car for business purposes, you must ensure that your car insurance provides adequate cover. Proof of adequate insurance, Driving Licence, Tax and an MOT Certificate must be produced for scrutiny by the Company, upon renewal and at any time when so requested.

## **U) OTHER POLICIES AND PROCEDURES**

The Organisation has a number of other policies and procedures that will have been explained to you during your induction. Copies of these will have been provided to you separately or are available on request from the office.

## **V) THIRD PARTY INVOLVEMENT**

We reserve the right to allow third parties to chair any meeting, for example disciplinary, capability, grievance, this is not an exhaustive list. Where we are required to share special category data to any third parties as part of that hearing, we ensure that a relevant condition of processing is met and we do not rely upon your consent for the processing.

## **W) RECORDING OF FORMAL MEETINGS**

We reserve the right to record any formal meetings whether conducted by us or a third party, a copy of the recording can be made available on request. All personal data collected for this purpose will be processed in line with the current Data Protection Act.

# Anti-Bribery Policy

---

## A) INTRODUCTION

Bribery is a criminal offence. The Organisation prohibits any form of bribery. We require compliance, from everyone connected with our business, with the highest ethical standards and anti-bribery laws applicable. Integrity and transparency are of utmost importance to us and we have a zero tolerance attitude towards corrupt activities of any kind, whether committed by employees or by third parties acting for or on behalf of the Organisation.

## B) POLICY

It is prohibited, directly or indirectly, for any employee or person working on our behalf to offer, give, request or accept any bribe i.e. gift, loan, payment, reward or advantage, either in cash or any other form of inducement, to or from any person or company in order to gain commercial, contractual or regulatory advantage for the Organisation, or in order to gain any personal advantage for an individual or anyone connected with the individual in a way that is unethical.

## C) SUSPICION

If we suspect that you have committed an act of bribery or attempted bribery, an investigation will be carried out and, in line with our disciplinary procedure where appropriate, action may be taken against you which may result in your dismissal, or the cessation of our business arrangement with you.

## D) REPORTING

If you, as an employee or person working on our behalf, suspect that an act of bribery or attempted bribery has taken place, even if you are not personally involved, you are expected to report this to a Director. You may be asked to give a written account of events.

Staff are reminded of the Organisation's Whistleblowing Policy which is available in this Employee Handbook.

## E) GIFTS AND HOSPITALITY

We realise that the giving and receiving of gifts and hospitality as a reflection of friendship or appreciation where nothing is expected in return may occur, or even be commonplace, in our industry. This does not constitute bribery where it is proportionate and recorded properly.

No gift should be given nor hospitality offered by an employee or anyone working on our behalf to any party in connection with our business without receiving prior written approval from a Director.

Similarly, no gift or offer of hospitality should be accepted by an employee or anyone working on our behalf without receiving prior written approval from a Director.

## F) RECORD KEEPING

A record will be made by a Director of every instance in which gifts or hospitality are given or received.

As the law is constantly changing, this policy is subject to review and the Organisation reserves the right to amend this policy without prior notice.

# Anti-Tax Evasion Policy

---

## A) INTRODUCTION

Tax evasion is a criminal offence. The Organisation prohibits any form of tax evasion. Involvement in the criminal facilitation of tax evasion exposes the Organisation and the person facilitating the evasion to a criminal offence. It will also damage our reputation and the confidence of our parents/guardians, suppliers and business partners.

Indicators of tax evasion are: -

- a) request for payment by cash;
- b) overly-complex payment mechanisms;
- c) services/goods provided to jurisdictions that do not subscribe to Common Reporting Standards;
- d) transactions involving overly complex supply chains;
- e) transactions involving private banking facilities; and/or
- f) records are incomplete or missing.

Our position is simple: we conduct our business to the highest legal and ethical standards. We will not be party to tax evasion or the facilitation of tax evasion of any form. Such acts would damage our reputation and expose us, and our staff and representatives, to the risk of fines and imprisonment.

We take a zero-tolerance approach to tax evasion facilitation by our people and our third party representatives. We are committed to:

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

We require compliance in regards to this from everyone connected with our business. Integrity and transparency are of utmost importance to us.

## B) DEFINITIONS OF TAX EVASION

Tax evasion is the practice of using illegal methods to avoid paying tax. It frequently involves contrived, artificial transactions that serve no purpose other than to reduce tax liability.

## C) POLICY

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

If we suspect that you have taken part in such activity, an investigation will be carried out and, in line with our disciplinary procedure where appropriate, action may be taken against you which may result in your dismissal, or the cessation of our business arrangement with you.

If you, as an employee or person working on our behalf, suspect any activity related to tax evasion or attempted tax evasion has taken place, even if you are not personally involved, you are expected to report this to a Director. You may be asked to give a written account of events.

#### **D) TRAINING/MONITORING/REVIEW**

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

#### **E) CONCERNS**

Staff are reminded of the Organisation's Whistleblowing policy which is available in this Employee Handbook, or upon request.

# Whistle-Blowers

---

## A) INTRODUCTION

Under certain circumstances, employees are protected from suffering any detriment or termination of employment if they make disclosures about Organisations for whom they work.

## B) QUALIFYING DISCLOSURES

- 1) Certain disclosures are prescribed by law as “qualifying disclosures”. A “qualifying disclosure” means a disclosure of information that the employee genuinely and reasonably believes is in the public interest and shows that the Organisation has committed a “relevant failure” by:
  - 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; or
  - f) concealing any information relating to the above.
- 2) These acts can be in the past, present or future, so that, for example, a disclosure qualifies if it relates to environmental damage that has happened, is happening, or is likely to happen. The Organisation will take any concerns that you may raise relating to the above matters very seriously.
- 3) The Employment Rights Act 1996 provides protection for workers who ‘blow the whistle’ where they reasonably believe that some form of illegality, injustice or breach of health and safety has occurred or is likely to occur. The disclosure has to be “in the public interest”. We encourage you to use the procedure to raise any such concerns.

## C) THE PROCEDURE

- 1) In the first instance you should report any concerns you may have to a Director 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 official Organisation or regulatory body.
- 2) If you do not report your concerns to a Director, you should take them direct to the appropriate Organisation or body.

## D) TREATMENT BY OTHERS

Bullying, harassment or any other detrimental treatment afforded to a colleague who has made a qualifying disclosure is unacceptable. Anyone found to have acted in such a manner will be subject to disciplinary action.

# 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.

# Disciplinary Procedures

---

## A) INTRODUCTION

- 1) It is necessary to have a minimum number of rules in the interests of the 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 contractual 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.

## 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 health and safety rules and procedures;
- b) smoking in designated non-smoking areas;
- c) persistent absenteeism and/or lateness;
- d) unsatisfactory standards or output of work;

- e) rudeness towards children and young people, parents, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language;
- f) failure to devote the whole of your time, attention and abilities to our business and its affairs during your normal working hours;
- g) failure to carry out all reasonable instructions or follow our rules and procedures;
- h) unauthorised use or negligent damage or loss of our property;
- i) failure to report immediately any damage to property or premises caused by you;
- j) loss of driving licence where driving on public roads forms an essential part of the duties of the post;
- k) a breach of SCSWIS regulations; and
- l) failure to abide by the Code of Conduct and Practice issued by OFSTED.
- m) use of our vehicles without approval or the private use of our commercial vehicles without authorisation;
- n) failure to report any incident whilst driving our vehicles, whether or not personal injury or vehicle damage occurs;
- o) carrying unauthorised goods or passengers in our commercial vehicles or the use of our vehicles for personal gain; and
- p) unauthorised use of e-mail and internet.
- q) Play fighting;
- r) Failure to maintain a level of care consistent to young people's programmes; and
- s) Failure to report concerns identified.

#### **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) consumption of alcohol on the premises prior to and/or during hours of duty;
- f) possession, or being under the influence, of drugs\* at work and/or testing positive for drug use in a random sample drug test in line with our policy; and
 

\*For this purpose, the term ‘drugs’ is used to describe **both** illegal drugs and other psychoactive (mind-altering) substances which may or may not be illegal.
- g) a serious breach of OFSTED regulations; and
- h) breach of health and safety rules that endangers the lives of, or may cause serious injury to, employees or any other person.
- i) Maltreatment of service users;
- j) Failure to report an incident of abuse, or suspected abuse of service user;
- k) Abandoning duty without notification or sleeping duty;
- l) Wilful misrepresentation at the time of appointment including:
  - 1) Previous positions held
  - 2) Qualifications held
  - 3) Falsification of identity
  - 4) Declaration of health conditions
  - 5) Failure to disclose a criminal conviction/caution within the provisions of the Rehabilitation of Offenders act;
- m) Deliberate disclosure of privileged confidential information to unauthorised people;
- n) Negligent or deliberate failure to comply with the requirements of the organisation's policy & procedure concerning medicines;
- 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;
- q) Serious failure to abide by the Code of Conduct and Practice issued by the General Social Care Council.

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

## F) DISCIPLINARY PROCEDURE

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

OFFENCE	FIRST OCCASION	SECOND OCCASION	THIRD OCCASION	FOURTH OCCASION
Unsatisfactory Conduct	Formal verbal warning	Written Warning	Final written warning	Dismissal
Misconduct	Written Warning	Final written Warning	Dismissal	
Serious misconduct	Final written warning	Dismissal		
Gross misconduct	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.

- 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.

## **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. However, the list does not prevent a higher or lower level of seniority, in the event of the appropriate level not being available, or suitable, progressing any action at whatever stage of the disciplinary process.

<b>ALL EMPLOYEES</b>	
<b>Formal verbal warning</b>	Management
<b>Written warning</b>	Management
<b>Final written warning</b>	Management
<b>Dismissal</b>	Management

## **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.

# 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.

# 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 a Director within five working days. You will then be invited to a further meeting, which you must take all reasonable steps to attend. As far as reasonably practicable, the Organisation will be represented by a more Senior Manager than attended the first meeting (unless the most Senior Manager attended that meeting).
- 5) 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

- 1) Harassment or victimisation on the grounds of the following protected characteristic: age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation is unacceptable.
- 2) Personal harassment takes many forms but whatever form it takes, it is unlawful under the Equality Act 2010 and will not be tolerated.
- 3) This policy will be reviewed regularly to ensure it remains up to date and in order to monitor its effectiveness.

## B) SCOPE

We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all those who work for us. This includes employees, workers, agency workers, volunteers and contractors in all areas of our Company, including any overseas sites.

## C) DEFINITIONS

### Harassment

This is unwanted conduct related to a relevant protected characteristic that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person.

Unwanted conduct can include:

- a) spoken words
- b) banter
- c) written words
- d) posts or contact on social media
- e) imagery
- f) graffiti
- g) physical gestures
- h) facial expressions
- i) mimicry
- j) jokes or pranks
- k) acts affecting a person's surroundings
- l) aggression, and
- m) physical behaviour towards a person or their property.

### Sexual harassment

This is unwanted conduct of a sexual nature which has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person.

- a) sexual comments or jokes
- b) displaying sexually graphic pictures, posters or photos
- c) suggestive looks, staring or leering
- d) propositions and sexual advances
- e) making promises in return for sexual favours
- f) sexual gestures
- g) intrusive questions about a person's private or sex life or a person discussing their own sex life
- h) sexual posts or contact on social media
- i) spreading sexual rumours about a person
- j) sending sexually explicit emails or text messages, and

- k) unwelcome touching, hugging, massaging or kissing.

### **Less favourable treatment for rejecting or submitting to unwanted conduct**

This occurs when:

- a) someone is subjected to unwanted conduct:
  - i) of a sexual nature
  - ii) related to sex, or
  - iii) related to gender reassignment
- b) the unwanted conduct has the purpose or effect of:
  - i) violating their dignity, or
  - ii) creating an intimidating, hostile degrading, humiliating or offensive environment for them, and
- c) they are treated less favourably because they submitted to, or rejected the unwanted conduct.

### **D) CIRCUMSTANCES WHICH ARE COVERED**

- 1) This policy covers behaviour which occurs in the following situations:
  - a) a work situation
  - b) a situation occurring outside of the normal workplace or normal working hours which is related to work, for example, a working lunch or social event with colleagues;
  - c) outside of a work situation but against a colleague or other person connected to the Company, including on social media;
  - d) against anyone outside of a work situation where the incident is relevant to their suitability to carry out the role.

### **E) 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 senior colleague of your choice (whether or not that person has a direct supervisory responsibility for you) as a confidential helper. This person cannot be a Senior Manager 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 a Senior Manager 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 contractual 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, the decision of the investigator, detailing the findings, will be sent in writing to you.

You have the right to appeal against the findings of the investigator in accordance with the appeal provisions of the grievance procedure.

## F) DISCIPLINARY ACTION

- 1) If the decision is that the allegation is well founded, the harasser will be liable to disciplinary action in accordance with our disciplinary procedure. An employee who receives a formal warning or who is dismissed for harassment may appeal by using our capability/disciplinary appeal procedure.
- 2) When deciding on the level of disciplinary sanction to be applied, we will take into consideration aggravating factors such as abuse of power over a more junior colleague.
- 3) If you bring a complaint of harassment you will not be victimised for having brought the complaint. However if it is concluded that the complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.

## G) THIRD PARTY HARASSMENT

- 1) Third party harassment occurs when one of our workforce is subjected to harassment by someone who is not part of our workforce but who is encountered in connection with work. This includes our clients, customers, suppliers, members of the public. Third party harassment of our workforce will not be tolerated.

Should you be subjected to third party harassment, you are encouraged to report this as soon as possible to your Manager or HR. Should a customer harass a member of our workforce, they will be warned that continued provision of our service to them will cease if they are to act in a similar way again. Should their behaviour recur, they will be informed that our service to them will cease. Any criminal acts will be reported to the police, and we will share information relating to the incident with our other branches to ensure that we maintain a consistent approach to the cessation of our services.

# Equality, Inclusion and Diversity Policy

---

## A) STATEMENT OF POLICY

- 1) The terms equality, inclusion and diversity are at the heart of this policy. 'Equality' means ensuring everyone has the same opportunities to fulfil their potential free from discrimination. 'Inclusion' means ensuring everyone feels comfortable to be themselves at work and feels the worth of their contribution. 'Diversity' means the celebration of individual differences amongst the workforce. We will actively support diversity and inclusion and ensure that all our employees are valued and treated with dignity and respect. We want to encourage everyone in our business to reach their potential.
- 2) 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 policy. Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action up to and including dismissal.
- 3) The aim of the policy is to ensure no child, young person, job applicant, employee or worker is discriminated against either directly or indirectly on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation.
- 4) 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.
- 5) The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.
- 6) 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.
- 7) 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 equality, inclusion and diversity 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 this 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.
- 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.

# Termination of Employment

---

## **A) RESIGNATIONS**

All resignations must be supplied in writing, stating the reason for resigning your post.

## **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) RETURN OF VEHICLES**

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

## **E) GARDEN LEAVE**

If either you or the Company serves notice on the other to terminate your employment the Company may require you to take “garden leave” for all or part of the remaining period of your employment.

NB.

During any period of garden leave you will continue to receive your full salary and any other contractual benefits.

