

DISABILITY CHALLENGERS LIMITED – EMPLOYEE HANDBOOK

Issue: 5 – May 2018

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OUR VISION

A world where all children and young people can play together, freely.

OUR MISSION

To provide truly inclusive, fun and safe places where all disabled children and young people can spend time with their friends.

To offer a positive impact for families and the wider community.

THE CHALLENGERS APPROACH

- a) To enable children to challenge their impairments through Play in a stimulating and safe environment.
- b) To provide suitable care for disabled children and young people whatever their impairment with appropriate knowledge, skill, competence, initiative and sensitivity.
- c) To create an atmosphere where self-expression, co-operation, learning and sharing are encouraged, nurtured and supported.
- d) To create a welcoming and supportive environment and proactively enable young people and their families who use Disability Challengers to participate in the planning and development of our services.
- e) We never exclude a child on the grounds of the severity of their impairment and we do not set geographical limits - play and leisure opportunities for disabled young people are few and disabled people seldom have a local resource.
- f) To positively discriminate in favour of disabled young people while inequality of provision exists.
- g) To uphold and encourage freedom of choice for the individual and so we aim to provide both Exclusive and Inclusive programmes in the communities in which we work.
- h) To treat each other with respect and consideration.
- i) To accept responsibility for one's own actions.
- j) To conduct all our affairs with regard to individual differences.
- k) To be sensitive to everyone's right to privacy and confidentiality.
- l) To examine what we do and continually try to improve.

DISABILITY CHALLENGERS LIMITED – EMPLOYEE HANDBOOK

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INTRODUCTION

We are an independent children’s charity and our play and youth schemes are a place for disabled children and young people to play, make friends and have fun.

We aim to ensure our families are fully satisfied with the services we provide at all times.

In order to achieve this aim we rely on the commitment and effectiveness of our employees. It is therefore vital that you enjoy your work and that we work together as a team to achieve our goals.

This Employee Handbook has been designed to explain the procedures we adopt, your entitlements and what we expect from you, and what you can expect from us as your employer.

Whilst working for the Company you are expected to work hard, conscientiously, safely and loyally on behalf of the Charity.

Some of the rules in this handbook form part of your contract of employment. Part One contains the rules that form part of your contract of employment and are mandatory. Those in Part Two outline how we intend to do things and are non-contractual. The policies and procedures in this section may be changed from time to time.

Please ensure you understand and apply them in your everyday work. If you have any questions please ask your Line Manager to explain and clarify any specific issues with you.

I wish you every success with our Charity and hope that your time with us will be enjoyable and rewarding.

Laura Scranke

SIGNATURE

DATED MAY 2018

POSITION Chief Executive Officer

PART ONE - RULES RELATING TO YOUR EMPLOYMENT.

The rules in Part One form part of your contract of employment and are mandatory.

1.0. HOLIDAYS

1.1. Holiday

Our holiday year begins on 1st January and finishes on 31st December.

If you start or finish your employment during the year, holiday entitlement will be calculated as a ratio of the annual entitlement for each completed day of service during that holiday year.

1.2. Rules regarding annual leave

- a) Holiday Request Forms have to be completed by you electronically, sent to your Line Manger who must authorise it and send it on electronically to the HR team.
- b) All holidays should be authorised before bookings are made.
- c) We will do our utmost to ensure that your request is accommodated, but please be aware that operational issues must be the priority.
- d) Holidays will be agreed to on a first-come, first-served basis.
- e) You need to give a minimum of four weeks' notice for any holiday of 5 days or more and a minimum of one week's notice for any holiday of less than 5 days unless agreed otherwise.
- f) You may request up to two consecutive week's holiday at any one time, although longer periods will be considered in exceptional circumstances.
- g) You may only take holidays as they are accrued during the first year of employment.
- h) No part of one year's holiday to be carried forward to subsequent years, although we do allow employees to carry over up to four days or 20% of their entitlement to be used by March of the following year at the discretion of employee's manager.
- i) You are required to take all your statutory annual leave, to be booked in line with normal procedures, as stated above. Holiday that is not taken will be lost and not paid in lieu. However, should your employment come to an end before any accrued holiday is taken, you will be paid the balance of holiday pay due.
- j) Should you fall sick immediately prior to or during pre-booked annual holiday, specific permission needs to be obtained before you can take the holiday on another occasion. Permission will only be given if the period of sickness is certified by a medical practitioner. If you are sick when on holiday, you can choose to take those days as holiday and be paid at your normal holiday pay rate. If you prefer that those days are taken as sick leave, they will be added to your sickness absence records and paid according to your entitlement under SSP.
- k) If you have been absent because of an illness or injury we reserve the right to ask you to take any holiday that has accrued whilst you have been away before you start working again. In these circumstances you will be given as much notice as possible and no less than one day in any event.
- l) Payment made for holiday in excess of your entitlement may be recovered from your final pay or any money owed to you.

- m) When you are working under notice, we reserve the right to require you to take any remaining holiday entitlement during this period. In these circumstances you will be given as much notice as possible and no less than one day in any event.
- n) In the event of your resignation, pre-booked holiday may not be accepted as forming part of the period of notice you are required to give.
- o) In the event of lay-off or short time working you may be required to take any accrued holiday to reduce the lay-off or short time working period.
- p) Requests for annual leave to observe religious holidays will be given proper consideration and we will do our best to grant them subject to operational needs and compliance with the rules regarding annual leave as set out above.

2.0. ABSENCE

2.1. Time off

If you wish to take time off, for whatever reason, you need to get the permission of your Line Manager beforehand. Where possible, you should arrange medical, dental and other personal appointments outside working hours. We are not obliged to pay you for time spent away from work on private appointments except where there is a statutory right, such as antenatal visits for the mother.

2.2. Absence

If you are unable to get to work when expected to be present, for whatever reason, you should:

- a) Let us know before you were due to start your shift, on every day of absence, unless otherwise agreed with your Line Manager or you are covered for a longer period by a doctor's Statement of Fitness for Work (fit note).
- b) Speak to your Line Manager in person. If unavailable, record the time and name of the person to whom you reported your absence.
- c) Do not send a text message or email as this is not an acceptable form of absence notification.
- d) You must leave contact details so that we can get in touch with you.
- e) It is your responsibility to keep us informed of your continuing absence. You must contact your Line Manager on the day that each fit note expires (whether or not you expect to return to work) and inform them of your intentions.
- f) If your sickness runs over 7 calendar days you must obtain a fit note or Med 10 Form and forward it to us immediately and in any event to arrive no later than the 10th day of absence. It is important that you comply with these procedures otherwise your SSP may be delayed or not paid at all.
- g) On your return to work you may be required to complete a Return to Work Discussion detailing the reason for your absence.
- h) You may be required to attend a Return to Work interview to review your absence.

It is very important that you follow this procedure. If you do not, disciplinary action may be taken.

If you fail to contact the Charity without good reason your absence will be classed as unauthorised absence. Unauthorised absence will lead to disciplinary action and, if circumstances warrant it, may result in your dismissal without notice for gross misconduct.

2.3. Fit notes

In the event that a Statement of Fitness for Work (fit note) completed by your doctor indicates that you may be fit for work with some support, we will want to discuss this with you before making a decision. We will look to find a solution that both meets the needs and provides real benefits to you and to the Charity. This might include a phased return to work, altered hours, amended duties or workplace adaptations, and your terms and conditions may be temporarily adjusted accordingly.

If we do not think it is practical to provide the support indicated by your doctor to enable your return to work, we will use the fit note as if your doctor had advised you were 'not fit for work'. Sick pay as per your contractual terms and Statutory Sick Pay rules will then apply. We might want to set a date to review our decision and will let you know if this is the case.

2.4. Absence levels

We monitor absence levels and unacceptable levels or patterns of absence may lead to disciplinary action. Each case will be assessed on its merits and within the disciplinary procedures. In order to investigate absence from work we reserve the right to visit you at home.

2.5. Sickness absence and statutory sick pay (SSP)

During authorised absence due to sickness you are entitled to SSP, provided you earn more than the minimum criteria set out in the SSP regulations.

- a) Waiting days - before payments of SSP are made to you there is a period of *3 waiting days*. This will start from the first day that you should have been available for work.
- b) SSP - if you are sick for a period of 4 or more working days, we may pay you SSP if you are eligible. SSP is treated the same as wages and is subject to Income Tax deductions and National Insurance contributions.
- c) Self-certification - On your return to work after a period of sickness of 7 calendar days or less, you must complete the self-certification documentation and hand it to your Line Manager.
- d) Doctor's fit note - if you are sick and your absence has been, or you think will be *longer than 7 calendar days*, you must obtain a fit note or Med 10 Form and submit it to your Line Manager. If your sickness runs over 7 calendar days you must notify your Line Manager once a week and supply us with a fit note or Med 10 Form to cover your absence. It is important that you comply with these procedures or else your SSP may be delayed or not paid at all.

Payments may be withheld if we believe there is reason to doubt the validity of a claim for sick pay. Please be aware that if you fail to follow the above requirements, disciplinary action may be taken. We reserve the right to order an independent medical examination where considered necessary. Unauthorised absences or false reporting of sickness are serious disciplinary matters.

If you are taking medication you must tell your doctor the nature of your work or inform your Line Manager. Some medication causes drowsiness, which can be dangerous in certain circumstances. If you are absent from work as a result of an injury or illness for which you later receive compensation, you agree to reimburse the Charity for any sick pay you have received that the Charity is unable to recover from any other sources.

2.6. Additional sick pay

In addition to any entitlement you may have to Statutory Sick Pay, we provide an additional benefit, which comes into effect after three months' continuous service.

It must be appreciated that this benefit is not contractual and is given at the absolute discretion of the Charity and thus the Charity may withdraw or revise this benefit either on an individual or a general basis without compensation. The Charity may also take disciplinary action where this is thought to be appropriate. You should also realise that if you are found not to have been genuinely ill, you will be subject to action under the Disciplinary Procedure, which could include dismissal.

The Charity provides the following additional sick pay in any twelve-month period, thus any period of absence that has been paid under this scheme during the previous twelve months will be deducted from the overall amount shown below to provide your current level of benefit:

- a) 4 weeks at full pay and then 4 weeks at half pay. This will be calculated on a pro rata basis for part time employees.
- b) Thereafter you will receive SSP only.

Length of service is calculated on the day any period of absence starts.

- a) All payments made include any entitlement you may have to SSP.
- b) You must follow the absence notification procedure before any payment is made under this scheme.
- c) Where your absence from work is due to injury or illness caused by a third party, any payments made by the Charity under this scheme will be classed as a loan, which will be repayable to the Charity by you if compensation for loss of earnings is recovered from the third party. Equally, any benefit paid to you by a government agency must be declared to the Charity and the amount concerned will be deducted from any payments made to you under this scheme. Failure to notify the Charity of such benefits will result in disciplinary action being taken against you, which may lead to your dismissal.
- d) No payment will be made under this scheme where you are the subject of disciplinary proceedings, or under investigation for possible breach of any contractual obligation or Charity rules or procedures.
- e) Any eligibility under this scheme does not prevent the Charity from terminating your employment prior to the expiry of the above maximum benefits and your eligibility will cease upon termination.
- f) Should you fall sick during pre-booked annual holiday, additional sick pay will not be paid. This does not affect any entitlement to SSP.

2.7. Medical information

If we are concerned about your absence record, we may ask your permission for you to have a medical examination by your doctor, or a doctor of our choice. If you do not agree to this, we will have to make a decision about your continued employment based on the information available.

2.8. Sickness absence and other work

If you are absent from work due to sickness or injury, you must tell us before you carry out any form of alternative or additional employment, self-employment or voluntary work, whether paid or unpaid. A breach of this rule may lead to disciplinary action and result in your dismissal without notice for gross misconduct.

3.0. LATENESS, TIMEKEEPING AND ATTENDANCE AT WORK

3.1. Lateness

You should ensure that you arrive at your place of work sufficiently early to be ready to commence work at your specified start time. If you are unable to get to work on time you must contact your Line Manager to inform us of your expected time of arrival and to explain the circumstances. If you turn up late, you may face disciplinary action. You may also be required to make up some or all of the time lost due to lateness or have money deducted for the time lost.

3.2. Leaving the workplace

You are not allowed to leave your place of work except during authorised breaks or with the permission of management. Leaving your place of work without authority may lead to disciplinary action and, if the circumstances warrant it, lead to dismissal for gross misconduct.

3.3. Extreme adverse weather and public transport difficulties

In the event of extreme adverse weather conditions, e.g. heavy snow and flooding, or if your journey to work on public transport is affected by industrial action, engineering works etc, you are expected to make every reasonable effort, including the use of alternative means of transport, to arrive at work at your scheduled start time.

If you decide that weather conditions or public transport difficulties are sufficiently severe to prevent you from travelling to work and arriving safely at work you may ask to either:

- a) Take the day(s) as annual leave; or
- b) Take the day(s) as authorised unpaid leave of absence.
- c) Strictly where appropriate and authorised, work from home.

In either case, you must telephone your Line Manager before your scheduled start time and inform us of the option you wish to take. If your Line Manager is not available, you must ensure that another member of management is notified.

If you decide to travel to work and then subsequently find that the weather conditions prevent you from completing your journey, you must telephone your Line Manager as soon as possible to inform us of the exact circumstances. In this case, the Charity, at its discretion having considered the circumstances, will decide whether or not you will receive full pay.

In any event, if your absence from work, or lateness in arriving at work, is considered to be due to extreme adverse weather conditions or difficulties with public transport, your absence or lateness will not be subject to the Charity's disciplinary procedure, provided you have notified your Line Manager as set out above.

3.4. Jury service

If you are called for jury service, you should present the Jury Services Notification Slip to your Line Manager. You will be expected to return to work on the days that adjournments make this practicable. If the timing of the jury service conflicts with your work needs, you must let your Line Manager know as soon as possible. We will not pay you for any time you are away from work on jury service, although you may be entitled to claim statutory compensation from HM Court Service.

3.5. Public duties

You are entitled to reasonable unpaid time off during working hours to perform the duties associated with positions such as Justice of the Peace, member of a local authority, statutory tribunal or police authority. Where this applies, discuss it with your Line Manager.

4.0. OPERATIONAL RULES

4.1. Operating procedures

We have operating procedures in the following section and elsewhere which are intended to ensure that all employees are aware of their responsibilities in relation to working methods and the recording of changes to information. It is a contractual requirement that you familiarise yourself with, and comply with, the procedures at all times.

4.2. Expenses

We will reimburse all reasonable authorised expenses incurred by you on behalf of the Charity once approved by your Line Manager. You will need to supply a valid receipt to support all claims. If you are overpaid expenses or pay you are required to notify us of the error at the earliest opportunity.

4.3. Time sheets

Where appropriate, all time sheets must be completed and returned to your Line Manager as prescribed. Submitting false or inaccurate time sheets may lead to disciplinary action that could result in your dismissal without notice for gross misconduct.

4.4. Training

We aim to provide you with the necessary training to enable you to perform your contracted duties. Your training will include health and safety training to ensure your own safety and that of your colleagues. The Charity reserves the right to train you in other duties and it is a condition of your employment that such training courses achieve a satisfactory outcome. You may be required to sign a training agreement prior to attending any training courses.

You are required to attend training specific to your duties within the Charity on an annual basis. The exact details will be confirmed with you individually and if you have any queries please raise them with your Line Manager. It is important to note that some of the training will be compulsory and that you will be required to attend these courses. Failure to do so may mean that we are unable to offer you any work until you have completed the relevant course.

For further information regarding training, please refer to the Training Policy.

4.5. Special licences or accreditations

If your position in the Charity means that you have to have an official licence, or be accredited with a professional body, in order to carry out the main duties of your role, it is your responsibility to ensure that the licence or accreditation is maintained. If the licence or accreditation is revoked, lapses, is made subject to specific conditions or you fail to renew it, the Charity may terminate your employment, or may suspend you from work without pay until the licence or accreditation is reissued or revalidated. A decision as to appropriate action will be made by the Charity after careful consideration of the needs of the business.

4.6. Drugs and alcohol

The use of illegal drugs or consumption of alcohol in the workplace by you may lead to disciplinary action that could result in your dismissal without notice for gross misconduct. The following rules will apply:

- a) If you are found to be consuming alcohol or deemed to be under the influence of alcohol in the workplace or in your working hours this may be treated as gross misconduct under the Charity's disciplinary procedure. You should remember that you continue to be under the influence of alcohol even after you have ceased to consume it, including the following morning.
- b) The taking of illegal drugs or being under the influence of illegal drugs by any employee in the workplace or during working hours may be treated as gross misconduct under the Charity's disciplinary procedure.
- c) The possession of illegal non-licensed drugs is forbidden.
- d) We may ask you to undertake a medical examination if we believe you have a problem in relation to drugs and/or alcohol, to assess whether this is affecting your ability to work. You may be suspended from work until the problem is resolved. The Charity will decide whether to treat it as a disciplinary matter.
- e) We will inform the police if we believe there has been an abuse of illegal drugs by an employee, for which criminal controls are appropriate, either in the workplace or when working on behalf of the Charity when the employee is off the Charity's premises.
- f) The Charity encourages early diagnosis and treatment of drug and alcohol problems and encourages employees to seek help before their actions or problems result in any violation of this policy.

Questions about this policy or its application should be directed to your Line Manager.

4.7. Personal details

It is a statutory duty under data protection legislation for the Charity to maintain accurate personnel records. It is your responsibility to inform the Charity promptly of any change to your personal details.

4.8. Additional employment

You must devote the whole of your time and attention and abilities during your hours of work to the Charity. You must not, whether directly or indirectly, undertake any other duties of whatever kind during your hours of work.

If you plan to take up additional employment outside your normal working hours, you must discuss the nature of the additional employment with your Line Manager to assess the effect that the additional employment will have on your ability to perform your work for the Charity.

4.9. Standards of dress

We expect you to wear dress appropriate to the job that you are doing. Please remember that you may come into contact with families and members of the public and it is important to present a professional image with regard to your appearance, standards of dress and personal hygiene. If you are issued with a uniform, you are responsible for laundering it and for ensuring that it is kept in good repair. The uniform must be worn during working hours. If you leave your employment and fail to return the uniform to us (or fail to return it in reasonable condition), we reserve the right to deduct the cost from any wages or outstanding money owed to you.

4.10. Telephone calls

Personal telephone calls on Charity landlines, mobiles or personal mobiles or are only allowed during working hours with the authorisation of management.

4.11. Contact of friends and relatives

Friends and relatives should be discouraged from telephoning or visiting you when you are at work, except in the case of emergencies.

Under no circumstances should any non-employee attend families' homes or supplier premises other than with written authorisation from the Charity. Any breach of this clause may result in disciplinary action and could lead to your dismissal without notice for gross misconduct.

4.12. Private mail

Private mail should not be sent c/o the Charity as all mail received will be opened, including mail addressed to individuals.

4.13. Buying and selling of goods and services

You are not permitted to buy and sell goods and/or services on your own behalf on Charity premises or during working hours unless authorised by management.

4.14. Cash collections

Collections of money for gifts for employees are not allowed without the permission of management.

4.15. No-smoking policy

Smoking (which includes the use of e-cigarettes and personal vaporisers) is not permitted in the Charity's buildings, on the Charity's premises, or in Charity vehicles. Any breach of this rule may lead to disciplinary proceedings and to dismissal for gross misconduct.

4.16. Good housekeeping

Work areas must be kept clean and tidy at all times to reduce the risk of fire and accidents.

We provide kitchen facilities for your use during authorised breaks. You are responsible for cleaning and tidying this area after use.

4.17. Parking

Personal vehicles are parked at your own risk and we do not accept liability for any theft or damage.

4.18. Stop and search

In the interest of security, we reserve the right to stop and search you at any time and you consent to such searches. This will not involve body searches, but will include searches of your personal possessions such as your bags, locker, or car etc. The police may be called at any stage of the search or if there is any suspicion of theft.

4.19. Economy

The Charity maintains a policy of 'minimum waste' to achieve cost effective and efficient running of all our operations. Every employee has a responsibility to promote this policy by avoiding unnecessary or extravagant use of services, time, materials, lights, heating, water etc. You should also co-operate with any recycling schemes that are already in operation or may be introduced.

4.20. DBS checks

So that the disabled children and young people may be afforded high levels of protection from known abusers entering the care workforce, the Charity will carry out thorough pre-employment checks through the Disclosure and Barring Service (DBS) Enhanced Disclosures will be requested for all employees and volunteers who will come into contact with disabled children and young people in the course of their work. DBS checks will be carried out every 3 years thereafter. Employees and volunteers who work with children aged under 8 have an obligation to disclose if someone in their household has a serious conviction in accordance with Childcare (Disqualification) Regulations 2009. In addition, staff must inform us if they are living with a registered sex offender and if they are subject to any kind of police investigation.

4.21. Gratuities and bribery

In compliance with the Bribery Act 2010 no employee should directly or indirectly offer, promise, give or demand a bribe or other undue advantage to obtain or retain business or gain other improper advantage. All offers of bribes from third parties must be reported to the Charity.

You must not accept or agree to accept any offer of gifts or services from families, suppliers, distributors, or any person having similar connections to the Charity without prior consent from management. A breach of this rule may give rise to disciplinary action which may lead to your dismissal without notice.

4.22. Working Relationships

In order to avoid potential conflicts of interest and to attain a fuller picture of any young person or child, employees are obliged to inform their line manager of any working relationship outside of Challengers that they have with someone who uses our services; this includes any child, young person or parent. This could be a pre-existing arrangement or an arrangement made after the employee is hired.

PART TWO – EMPLOYMENT POLICIES AND PROCEDURES

These are outlines of how we intend to do things and are non-contractual. The policies and procedures may be changed from time to time.

5.0. HEALTH AND SAFETY

5.1. Health and Safety policy

The Charity's Health & Safety Policy and Operational Guidelines are set out in a separate Health & Safety Policy. It is essential that you comply with all health and safety regulations and we will give you full training on what you need to know during your induction and on an ongoing basis. If you fail to observe any of the rules set out in the manual, wilfully or by neglect, disciplinary action may be taken. In serious cases, such action may include your dismissal without notice for gross misconduct.

You must read and take note of any health and safety notices that are posted on the notice boards. You are expected to take reasonable care for your own well-being, and that of your colleagues.

5.2. Accidents at work

If you have an accident at work, however minor you may consider it, you must record it in the correct accident book or sheet. If you are working off site you should document the accident on the site where you are working and notify the office immediately. You **MUST** provide details of the nature of the accident or injury, any first aid treatment that was administered, the names of any witnesses and the date and time the accident occurred.

5.3. Health and hygiene

If you have either been in contact with persons suffering from an infectious or contagious disease, or are yourself suffering from an infectious or contagious disease, you must report it to your Line Manager before commencing work. Examples of such infectious or contagious diseases are influenza, norovirus, mumps and measles, as diagnosed by a doctor. In these circumstances you are unavailable for work and will need to self-certify until you obtain a Statement of Fitness for Work from your doctor. You must not attend work until you are certified fit to do so, and the risk of passing the infection to others has passed. Any cuts or burns to the hand or arms must be covered with appropriate dressings.

5.4. Protective clothing and equipment

Protective clothing, e.g. footwear, headgear, and items of protective equipment may be issued to you for protection because of the nature of your job. Failure to use the issued safety clothing and equipment will be regarded as a contravention of the Health and Safety rules and may lead to disciplinary action. It is your responsibility to look after these items and to report damaged or faulty clothing and equipment and to state when replacement is required.

6.0. EQUAL OPPORTUNITY POLICY

This policy is intended to ensure that employees understand their obligations and assist the Charity in putting its commitment to equal opportunities and diversity into practice.

6.1. Our aim

We aim to treat everyone equally and to ensure that no job applicant, employee, worker or family is discriminated against on the grounds of a protected characteristic, part time status or trade union activities. The following are protected characteristics:

- a) Age.
- b) Disability.
- c) Gender reassignment.
- d) Marriage and civil partnership.
- e) Pregnancy and maternity.
- f) Race (including colour, nationality, and ethnic or national origin).
- g) Religion or belief.
- h) Sex.
- i) Sexual orientation.

This applies in the advertisement of jobs, recruitment, appointment, provision of benefits, allocation of training, promotion, disciplinary proceedings, dismissal, conditions of work, pay, giving a reference, the provision of goods or services and every other activity and aspect of employment.

6.2. Our commitment

We are committed to providing equal opportunities to our employees, workers and families, and to encouraging diversity in the workplace.

We do not tolerate any unlawful or unfair discrimination and anyone found to be acting in a discriminatory manner will face disciplinary action which could include dismissal. Everyone has a duty to report unlawful or unfair discriminatory behaviour to a member of management. We actively promote equality of opportunity and require everyone to contribute towards achieving this objective.

We believe that treating people with dignity and respect is an important part of realising equal opportunities and diversity, and this policy should be read in conjunction with our harassment and bullying policy.

6.3. Types of unlawful discrimination

The different types of discrimination are generally defined as follows:

- a) Direct discrimination: where a person is treated less favourably than another because of a protected characteristic.
- b) Indirect discrimination: where a provision, criterion or practice is applied that is to the detriment of people who share a protected characteristic when compared with people who do not, and is not a proportionate means of achieving a legitimate aim.

- c) Harassment: where there is unwanted conduct in relation to a protected characteristic that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment, regardless of the intention of the perpetrator.
- d) Associative discrimination: where a person is directly discriminated against because of their association with another person who has a protected characteristic.
- e) Perceptive discrimination: where a person is directly discriminated against or harassed based on a perception that they have protected characteristic even though they do not.
- f) Victimisation: where a person is subjected to a detriment because they have supported or raised a complaint under the Equality Act 2010 or are suspected of doing so.

6.4. Recruitment and selection

Our objective is to recruit staff best able and qualified to perform the required or anticipated tasks. We will recruit using a variety of methods, for example, online Job Boards, Social Media, advertisements in local newspapers, Job Centres and elsewhere.

The wording of any advertisements will not place unfair restrictions or requirements on a particular group or request specific qualifications that are not necessary for the effective performance of the job. All applications will be considered on the basis of objective criteria, such as qualifications, experience and ability to do the job.

Person specifications and job descriptions will only state requirements as necessary where they are essential for the job. Account will be taken of reasonable adjustments that may be required for disabled applicants.

The selection processes used will measure the suitability of the applicant in terms of the requirements for the position. Selection criteria and procedures will be kept under review to ensure that individuals are selected and promoted on the basis of relevant merits and abilities.

We will endeavour through appropriate training to ensure that employees who are making selection and recruitment decisions do not discriminate, whether consciously or subconsciously, in making these decisions.

6.5. Training and promotion

All employees will be given equality of opportunity and will be encouraged to progress within the Charity.

We are committed to maintaining high standards of training and personal development strictly in the context of this policy on equal opportunities. Training will not be refused on an unlawful basis.

Any decisions concerning promotion and advancement will be made on merit and will be made within the overall framework and principles of this policy.

Understanding Inclusion training will be provided to all new employees as part of the induction process. Written instructions and training will be given to managers from time to time on equality and diversity in recruitment, selection, training, promotion, discipline and dismissal.

6.6. Discipline and dismissal

We aim to ensure there is no discrimination in our disciplinary or redundancy processes and will examine procedures and criteria to ensure that discrimination is not taking place. The Charity will regularly monitor the decisions being made.

6.7. Suppliers and families

We will not discriminate against people supplying, using or seeking to use the goods, facilities and services we provide.

6.8. Scope of this policy

You are required to assist the Charity in meeting its commitment under this policy and to avoid unlawful discrimination. Failure to do so may lead to disciplinary action, and serious acts of discrimination will lead to dismissal without notice for gross misconduct. Serious acts of harassment might also be considered to be a criminal offence.

If you feel or consider that you have been treated less favourably or placed at a disadvantage on the basis of the above, please inform your Line Manager or, if the complaint relates to your Line Manager, to their line manager, so that the issue can be investigated and resolved.

We will investigate complaints in a timely and confidential manner. Individuals not involved in the complaint or the investigation should not be told about it. The investigation will be conducted by someone with appropriate experience and no prior involvement in the complaint. The investigation should be thorough, impartial and objective, and carried out with sensitivity and due respect for the rights of all parties concerned.

We will arrange a meeting with you, usually within one week of receiving your complaint, so that you can give your account of events. You have the right to be accompanied by a colleague or a trade union representative of your choice, who must respect the confidentiality of the investigation. You will be given a provisional timetable for the investigation. The investigator will arrange further meetings with you as appropriate throughout the investigation.

We will take any complaint made under this policy seriously, and assure you that you will not be penalised for raising a complaint, even if your complaint is not upheld, unless your complaint is both untrue and made in bad faith.

If you have a disability for the purposes of the Equality Act please let your Line Manager know so that reasonable adjustments can be considered.

6.9. Review

The effectiveness of this policy will be reviewed on an annual basis.

7.0. WORK AND FAMILIES

7.1. Maternity leave

If you are pregnant, you must let us know as soon as possible so that we can both ensure a safe working environment by carrying out a risk assessment and explaining your rights. You should let us know about your pregnancy no later than the end of the 15th week prior to the week in which your baby is due. We might ask you to put this in writing and you will be asked to provide a certificate confirming the expected week of childbirth. You will be entitled to a reasonable level of paid time off for antenatal appointments.

Pregnant employees are entitled to 26 weeks Ordinary Maternity Leave and 26 weeks Additional Maternity Leave, regardless of length of service.

Depending on your level of earnings and length of service, you may be entitled to Statutory Maternity Pay, which is 6 weeks at 90% of your normal weekly earnings, and 33 weeks at the statutory maternity pay rate.

You must give us at least 28 days' notice of the date on which you want your maternity leave to start. We will then calculate the date on which your maternity leave will end and will confirm the date to you. You can change the return to work date if you want to, but you have to give us at least eight weeks' written notice. If you decide not to return to work at the end of the maternity leave you need to give us notice of your resignation as set out in your Statement Terms and Conditions.

Your employment continues during your maternity leave and you have the right to return to work at the end of it. If agreed between yourself and your Line Manager, you can work for up to 10 days (called 'Keeping in Touch' days) during your maternity leave without affecting your maternity payments. Further details of maternity entitlements are available on request. We currently pay Statutory Maternity Pay.

7.2. Paternity leave

You may be entitled to take up to two weeks paid paternity leave within 56 days of the birth of your child. This must be taken as a block of one or two weeks and will be paid at either the current Statutory Paternity Pay (SPP) rate or at 90% of your average weekly earnings if less than the current SPP rate.

If you have been continuously employed for at least 26 weeks by the 15th week before the expected week of childbirth, or by the week in which an approved adoption agency matches you with a child, you may be entitled to paternity leave and pay. If so, you need to inform the Charity of your intention to take paternity leave by the fifteenth week before the baby is expected, unless this is not reasonably practicable.

You will need to tell us:

- a) The week the baby is due;
- b) Whether you wish to take one or two weeks leave; and
- c) When you want your leave to start.

If you want to change your mind about the date on which your leave should start, you can do this providing you tell the Charity at least 28 days in advance (unless this is not reasonably practicable). You will have to tell us the date you expect any payments of SPP to start at least 28 days in advance, unless this is not reasonably practicable. Details about paternity leave and whether you qualify to receive SPP are available on request.

7.3 Adoption leave

Adoption leave may be available if you adopt a child. If you are planning to adopt you should inform the Charity as soon as possible. If you are notified of a match by an approved agency, you may qualify for Adoption Leave. Adoption Leave is made up of 26 weeks Ordinary Adoption Leave and 26 weeks Additional Adoption Leave. If you qualify for payment, this will be paid at the statutory rate for up to 39 weeks.

7.4 Shared Parental leave

Shared parental leave is a flexible form of leave available to both parents designed to encourage shared parenting in the first year of a child's life. It allows a more flexible pattern of leave than the traditional arrangement under which the mother takes extensive maternity leave and the father takes a short period of paternity leave.

Employees who give birth or adopt remain entitled to take the full 52 weeks of leave if they choose to do so and the arrangements described above for maternity and adoption leave continue to apply. However, an employee may choose to share part of that leave with their partner provided that certain qualifying conditions are met. When leave is shared in this way, there is no need for the 'primary' leave taker to have returned to work. Both parents can be on leave at the same time, provided that the combined amount of leave taken by the parents does not exceed 52 weeks and provided that all of the leave is taken before the end of 52 weeks following the birth of the child or its placement for adoption.

Generally, parents will qualify for shared parental leave provided that both are working and that each has at least 26 weeks' service with their respective employers. To exercise the right, both parents must inform their employer that they intend to take shared parental leave – usually at the same time as the employer is notified that an employee is pregnant or plans to adopt. They must also give an indication of the pattern of leave that they propose to take.

A parent proposing to take a period of shared parental leave must give the Charity 8 weeks' notice of any such leave. Depending on the circumstances, it may be possible for the Shared Parental Leave to be taken in intermittent blocks, with one parent returning to work for a time before taking another period of shared parental leave. Such an arrangement can only be made with the agreement of the Charity. While every effort will be made to accommodate the needs of individual employees, the Charity may insist on shared parental leave being taken in a single instalment. Any decision as to whether to permit intermittent periods of leave is entirely at the Charity's discretion.

An employee absent on shared parental leave will be entitled to a weekly payment equivalent to the lower fixed rate of SMP. The number of weeks for which payment will be made will vary depending on the amount of SMP paid to the mother while on maternity leave. Essentially, if the mother ends (or proposes to end) her leave with 10 weeks of SMP entitlement remaining, the parent taking shared parental leave will be entitled to be paid for the first 10 weeks of leave.

Because of the number of options available, shared parental leave can be quite a complicated entitlement. If you want to take advantage of shared parental leave you should discuss this with your line manager who will check that you qualify and help guide you through the procedure.

The Charity is keen to keep in touch with employees who are on extended periods of leave, to inform them of any news and consult them over any changes which may take place in the business. However, we appreciate that many employees would prefer to be left alone at this very important time in their lives. In order to get the balance right, your manager may, before your leave begins, discuss with you how best we can keep in touch while you are away. Employees are entitled to 20 keeping in touch days whilst on Shared Parental Leave, these are known as SPLIT days.

Please be aware, however, that if an important issue arises on which you need to be consulted, the Charity may have a legal obligation to discuss the issue with you and keep you informed.

7.5 Parental leave

Under the Dependant and Parental Leave Regulations, if you have completed one year's service and have a child under 18, you may be entitled to up to four weeks' Parental Leave per year up to a maximum of 18 weeks per child. If you wish to take Parental Leave you should check your entitlement and submit your request in writing. Parental leave is unpaid.

7.6 Dependant leave

You may be entitled to take unpaid leave in order to deal with an emergency involving someone who depends on you.

- a) A dependant could be a husband, wife, partner, child, parent or someone living with you as part of your family or who relies solely on you for help in an emergency.
- b) An emergency could be due to illness, an accident or assault, an unexpected breakdown or disruption in care, arranging long term care, going into labour, or to make funeral arrangements if a dependant dies.
- c) The amount of leave taken should only be as long as is necessary to sort out the emergency, and does not extend to providing care.
- d) There is no legal entitlement to paid emergency leave.
- e) You should inform the Charity as soon as possible of the emergency and how long it will take to deal with it.

7.7 Flexible working

We will try, subject to the needs of the charity, to accommodate requests from employees who wish to make changes to their working hours or place of work.

Requests for a change in working arrangements can be made by any employee with at least 26 weeks' continuous service with the Charity at the time the request is made.

The request should be made in writing and set out the change requested. The request should also describe the impact that the change will have on the operation of the charity and how any difficulties caused by the change may be addressed.

When a request is received, you will be invited to a meeting to discuss the potential change. The meeting will normally be conducted by your line manager and a representative from HR may be present to advise. You will be entitled to be accompanied by a fellow employee to assist in making any representations that may be appropriate.

The Charity will refuse a request if doing so would adversely affect the business or create a burden on other employees. In refusing any request we will explain the reasons for the refusal in writing and may make an offer of an alternative arrangement. Discussions may then take place to try to agree a way forward. If no agreement is reached then the employee's terms and conditions will remain unchanged, subject to the right of employees to appeal the decision

Any meetings should take place in a spirit of cooperation with both sides seeking to reach agreement on an appropriate way forward.

Any change in working arrangements which results from this process will be confirmed to you in writing.

This policy will not prevent managers agreeing to ad hoc arrangements from time to time. However, any such arrangement will not amount to a variation in your terms and conditions of employment unless specifically agreed to the contrary and confirmed in writing. The Charity may terminate any such ad hoc agreement at any time and require you to revert to your agreed working arrangements.

As there will inevitably be a limit to the amount of flexibility the Charity can tolerate without detriment to its interests, employees must accept that the fact that a particular working arrangement has been granted to one employee does not oblige the Charity to grant it to another.

7.8 Home working

Home working is a form of flexible working which can include the home as the main place of work (Formal Home Working), flexibly working between the home, office and other Challengers sites or where the office is the main place of work and working at home is occasional (Informal Home Working).

The business case for working at home should consider both the suitability of the role and the individual being considered for home working. Anyone working at home needs a safe secure space in which to work, an internet connection and the equipment that they require for their role. A risk assessment of the space must be carried out before home working commences. Challengers will require access to the employee's home to do this. This will include an assessment of the process for handling confidential paper records or sensitive information outside of the office.

Challengers will provide mobile phones and lap tops to employees who work from home for a significant part of their role. There will be security measures applied to these so that hard drives are encrypted. The employee will be responsible for providing all other equipment including the internet connection.

Employees formally working at home should obtain from their home insurer confirmation of cover should work equipment cause damage and for a claim from a third party. The employer should say if

it will pay the extra if the employee's premium rises as a result. Work property and a claim by a third party should be covered by the employer's insurance policy.

7.9 Compassionate and bereavement leave

Requests for compassionate or bereavement leave will be considered on an individual basis and accommodated where possible. Normally, in the event of the death of immediate family we would allow you to take some time off as holiday or unpaid leave. Any paid compassionate leave is entirely at our discretion.

8 COMPUTER POLICY

We will comply with all legislation regulating the use of computers, data protection and confidentiality. You are expected to assist in ensuring that the Charity complies with its legal duties and you are required to adhere to the following rules. Failure to do so may result in disciplinary action, which could lead to your dismissal on the grounds of gross misconduct in serious cases.

8.1 General

- a) You are not normally permitted to use the Charity's computers for personal use in working hours, although you may use them with permission during authorised breaks. The term 'computer' is also deemed to include peripheral devices such as printers, storage devices, and scanners. This list is not exhaustive.
- b) Personal devices may be used in the workplace however you must use them to access inappropriate information whilst in the workplace (see also OPS001 and HS001)
- c) You should only use the Charity's computers for the performance of your job. You should not use the computers or any information, data or software held on them for any other purpose.
- d) You are responsible for making sure that any faults or problems that occur whilst you are using the Charity's computers are reported to management.
- e) If you have access to confidential information and/or data on the Charity's computers, you must ensure that such information and/or data remains confidential and is secure.
- f) If you have been issued with a password that gives you access to the Charity's computers or any part of those computer systems, you must keep the password confidential.
- g) Unless you have the written permission of management, you are not permitted to make or distribute copies of any software on the Charity's computers, particularly when copying such software will amount to a breach of copyright.
- h) If you wish to transfer information or data to another computer that does not belong to the Charity, for example, so that you can work on your home computer, you will need the written permission of management.
- i) You may only load on to the Charity's computers software authorised in writing by management.
- j) The Charity considers the following as inappropriate use of its computers; engaging in on-line chat rooms, on-line gambling sites, social networking for personal use or blogging, forwarding electronic chain letters or similar material.
- k) We have an email system, which is intended to promote the Charity's business by making communication more effective. The Charity may be liable if you misuse the system by, for example, sending other people either inside or outside the Charity defamatory messages. This

also applies to text messages on Charity mobile telephones. The email system should not be used for personal messages.

- l) You must not use inappropriate language in any communication connected with the Charity or made during working hours, in particular communication that may be interpreted as malicious gossip or messages that amount to a breach of the Charity's equal opportunities policies or that are otherwise inappropriate. In certain cases, you may commit a criminal offence if you send inappropriate messages.
- m) Any email that you send through the Charity's computer systems or mobile telephones are the Charity's intellectual property. The Charity reserves the right to retrieve all emails for any reason permitted by law. The Charity also has the right to monitor all use of its computer systems without specifically informing you each time it does so.
- n) If you receive an email that was not meant for you, you should immediately notify the sender. If you receive an email that has inappropriate contents, you should notify management immediately.
- o) If you deliberately or knowingly misuse the Charity's email system, the Charity may consider this to be gross misconduct. The Charity will not tolerate the sending of emails that are malicious, untrue, obscene, defamatory or in any way offensive. The Charity will operate its disciplinary procedure in respect of any such misuse.
- p) Anyone found visiting pornographic or illegal sites, downloading or circulating pornographic or illegal material or other non-business material including films and music will be subject to disciplinary action and if necessary the police will be informed. The Charity considers such action to be gross misconduct offences.
- q) Data should not be taken 'off-site' in the form of hard copy, on memory stick or disk or laptop without permission from a member of the Senior Management Team.

8.2 Monitoring of electronic communications

In accordance with the law the Charity will exercise its right to intercept and monitor electronic communications received by and sent from the Charity such as telephone calls, text and email messages. This may be to monitor criminal or unauthorised use, viruses, threats to the computer system, or to ensure the effectiveness of its operations and compliance with Charity policies and procedures. Monitoring may be of either the content or extent of use or both, and be on a random basis or when the Charity has cause for concern.

A reasonable level of personal use of some electronic communication tools, such as computers, may be extended to you outside of normal working hours or in the event of an emergency. Although the Charity respects your personal privacy, electronic communication tools are provided primarily for business purposes. If you have concerns about privacy you should not use the Charity's electronic communications resources for personal use. For example, employees wishing to send confidential non-work related emails should do so on their own equipment in their own time at their own home and should tell personal email contacts never to send any personal emails to them at work.

8.3 Social media

The term Social Media refers to a number of websites and internet media resources which enable users to share information, opinions and social exchanges. They are normally free to use, are unregulated except by the users themselves, and can be used or looked at by anyone with internet

access, anywhere in the world. Examples of social media are blogs, social networking sites – such as Facebook, podcasts, message boards and chatrooms.

Personal use for All Employees

We recognise that employees will use these media outside work, and they can be usefully used within work to make business contacts, exchange ideas and views about products and issues, and improve customer service.

If you have access to these media at work, you may make incidental personal use of them in your break times. You may only access social media during working hours with the permission of your Line Manager for work purposes.

Because of the global nature of the media and its potential, some rules need to be devised to ensure it is used safely and effectively.

What you do should do

- **Disclose your Affiliation:** If you talk about work related matters that are within your area of job responsibility you must disclose your affiliation with Challengers.
- **State That It's YOUR Opinion:** When commenting on the business. Unless authorised to speak on behalf of Challengers, you must state that the views expressed are your own. Spokespeople for Challengers are detailed within the Social Media Policy.
- **Protect Yourself:** Be careful about what personal information you share online.
- **Act responsibly and ethically:** When participating in online communities, do not misrepresent yourself.
- **Honour the Challengers Approach:** Challengers will not tolerate discrimination of any kind and does not expect the charity to be brought into disrepute.
- **Use common sense.** Apply your judgment and exercise discretion. Respect your audience as you cannot know who is reading your posts. Do not make any derogatory personal comments or offensive remarks on social media websites. Be mindful that anything you publish is instantly available worldwide and for a long time in the future. It cannot be retracted and you are personally responsible for it.
- **Be wary of any potential issues concerning information exchanged,** such as defamation, breach of privacy and copyright, and comply with the law at all times.

What you mustn't do

- Disclose any information which is commercially sensitive, private or copyrighted (see rules on confidentiality in staff handbook).
- Disclose any information about families, ex -families or prospect families associated with Challengers.
- Befriend or accept requests on any social networking sites from children or young people who use Challengers. Please refer to the Challengers Safeguarding policy for more information about communication with children and young people.
- Disclose any information about staff at Challengers
- Disclose non-public financial or operational information. If it's not already public information, it's not your job to make it so.
- Basically, if you find yourself wondering if you can talk about something you learned at work - don't.
- Remember: protect the brand, protect yourself.

9 VEHICLE POLICY

9.1 General

- a) Charity vehicles may only be driven by authorised drivers who must hold and be able to prove they possess a full driving licence. The vehicle may not be driven by members of your family without authorisation.
- b) Licences will go through the Charity inspection procedure which requires us to check individual licences once a year with the DVLA, or as otherwise requested. The Charity will require you to share your driving licence information by supplying it with your driving license number and a check code provided by the DVLA. If you receive any points on your licence you must inform the Charity of this immediately.
- c) The driver of the vehicle concerned is responsible for the payment of any fines incurred as a result of a motoring offence, including parking fines.
- d) The Charity must be informed in writing immediately if you are an authorised driver and prosecuted for any road traffic offences, or if your driving licence is endorsed, or you are disqualified from driving.
- e) If a Charity vehicle has been allocated to you, you are responsible for that vehicle whilst it is in your care. The vehicle must be kept clean and tidy, and in a roadworthy condition at all times. Any defects should be reported to the Operations Director.
- f) You are responsible for daily maintenance, such as checking oil and water levels, battery and brake fluid, and tyre pressures, and checking that the tread of all tyres conforms to the minimum legal requirement.
- g) You must ensure that maintenance checks are carried out in line with the manufacturer's recommendations and you are required to present the vehicle for servicing at a recognised dealer when the regular service falls due. The Employer will reimburse all costs incurred relating to proper vehicle maintenance.
- h) The vehicle must be driven in accordance with the Road Traffic Acts/Regulations. You are required to adhere to all relevant road speed limits and drive in a safe, courteous manner at all times. If you are considered to be driving carelessly or recklessly in your use of the vehicle, which may include exceeding speed limits, this may result in the withdrawal of authorisation to drive a Charity vehicle without compensation, or you may be subject to disciplinary action which could result in your dismissal without notice for gross misconduct.

- i) If the vehicle is left unattended, it should be left in a secure place and locked. When there is no authorised driver in the driving seat, the ignition keys should be removed from the ignition and kept safely by the person responsible for the vehicle. Serious negligence which causes unacceptable loss will lead to disciplinary action and may result in your dismissal without notice for gross misconduct.
- j) No fixtures, such as aerials, roof racks, towing apparatus or stickers, may be attached to any of our vehicles without prior written permission. No change may be made to the manufacturer's mechanical or structural specification of the vehicle.
- k) Personal items are carried within Charity vehicles at your own risk.
- l) Charity vehicles may not be used for any purpose other than that which has been previously authorised. Private use of Charity vehicles is not permitted unless you have first obtained approval from management and HMRC has been informed.
- m) If you are disqualified from driving, and driving is an essential part of your job, the Charity cannot guarantee to find you alternative employment and you may be dismissed.

9.2 Accidents

- a) If you are involved in a road traffic accident which causes damage to property or another vehicle, or injury to any person or animal, you are required to give your name and address, the name and address of the keeper of the vehicle, the registration number of the vehicle and the name of the insurance company, to any person having reasonable ground to require such information. It is important that you give no further information.
- b) If for some reason it is not possible to give this information at the time of the accident, the matter should be reported to the police as soon as possible, but within 24 hours of the occurrence.
- c) In addition, in the case of an incident involving injury to another person or to a notifiable animal, you are responsible for notifying police of the occurrence. The accident must be reported to a police station or to a police officer within 24 hours. If you are not then able to produce an insurance certificate, you must, in any event, produce it in person within 5 days after the accident, to such police station as you may specify at the time of first reporting the accident.
- d) For security reasons, insurance certificates are normally held at the office although you may be given a copy to carry in the vehicle at all times.
- e) All accidents must be reported to the Head of Operations as soon as possible and at least within 24 hours, even if there appears to be no consequence. You will then be expected to complete an accident report and co-operate with any resulting investigations.

9.3 Fuel

If you are found using fuel for unauthorised personal use at the expense of the Charity, you may face disciplinary action that could result in your dismissal without notice for gross misconduct.

If you are issued with a fuel card it must only be used for authorised purchases and any misuse of the card may result in disciplinary action that could lead to your dismissal without notice for gross misconduct.

9.4 Driving and mobile phones

It is a criminal offence to drive whilst using a mobile telephone which is not attached to a hands-free set. 'Driving' includes being in charge of the vehicle even if it is stationary with the engine off. 'Using a mobile telephone' includes making and receiving calls, and sending and reading text messages.

Hand held mobile telephones should only be used when parked up with the engine off and the key removed from the ignition. The Charity takes this matter very seriously and using a hand held mobile telephone whilst driving (see above definition) in a Charity vehicle may result in disciplinary action.

Using a hands-free telephone is distracting, and hands-free should only be used to make or receive calls when it is safe to do so. If you are using a mobile phone, even if it is hands-free, and your ability to control the vehicle and drive in a safe manner is compromised, you may be prosecuted. You must not write, send or read text messages whilst driving. You are required to drive safely and with due care and attention on any Charity journeys.

9.5 Satellite-navigation and PDA devices

You should not set or reset any satellite-navigation systems or PDA devices whilst driving. Any changes to such devices should only be made when the vehicle is stationary with the engine off and the ignition key removed.

9.6 Personal liability for damage to vehicles

You are only allowed to use Charity vehicles for those uses specified by the Charity. Vehicles must not be removed from the premises without prior approval from the Head of Operations who must also be notified of any damage to a vehicle.

By using a Charity vehicle, you agree that if a Charity vehicle is damaged through your negligence, fault or lack of care, then you may be required to rectify the damage at your own expense or pay the excess part of any insurance claim. You agree that the Charity may deduct such sum from your salary or any money owing to you; any such deduction would be pursuant to Part II of the Employment Rights Act 1996. Before any decision is made to deduct, the matter will be fully investigated and you will be given an opportunity to state your case and appeal any decision.

9.7 Using own vehicle for business use

If you are using your own personal vehicle for business use you may be entitled to reclaim business mileage. You should complete the appropriate expenses claim, which should be authorised by your Line Manager and then submitted in accordance with payroll requirements. Mileage rates may vary from time to time and details are available from your Line Manager.

The Charity will expect you to have a vehicle suitable for the job that you are doing. If you are using your own personal vehicle for business use, you must ensure you have insurance providing cover for business use and vehicle breakdown recovery.

Evidence of insurance must be produced prior to initially using your vehicle for business purposes, as must (where applicable) a valid M.O.T. Certificate and full driving licence for the vehicle type. The

Charity may from time-to-time require you to produce these documents on request, for routine verification.

At all times the vehicle is used for business purposes it must be maintained in accordance with the manufacturer's recommendations and Road Traffic regulatory requirements.

You are expected to drive in a safe and courteous manner in accordance with the Road Traffic Acts/Regulations at all times on business journeys. If you are considered to be driving carelessly or recklessly on business journeys you may be subject to disciplinary action, and in the event of reckless driving, this may result in your dismissal without notice for gross misconduct.

You are required to confirm this on submitting any claims for re-imbursment by declaring in writing that; *"During the period the vehicle (Registration No.....) was used in pursuance of the Charity's business. I confirm that it has been maintained in accordance with the manufacturer's recommendations and is fully compliant with the requirements of the Road Vehicle (Construction and Use) Regulations"*.

10 OUR POLICY ON BEHAVIOUR OUTSIDE WORK

Normally the Charity has no jurisdiction over employees outside working hours. However if your activities outside work adversely affect the Charity then they will become an issue.

Such activities may include your conduct outside work while attending a work function outside working hours, or activities in your leisure time, for example while on-line on social networking sites, blogs or chat rooms.

The following will result in disciplinary action:

- a) Bringing the name of the Charity into disrepute.
- b) Actions that may result in loss of faith in the Charity by third parties.
- c) Actions that result in loss of faith in your integrity as an individual (this includes harassment, bullying and any other inappropriate or criminal behaviour).

Disciplinary action will only be taken after the Charity has fully investigated the facts. If necessary the Charity will suspend you with pay while investigating. The detriment suffered by the Charity will determine the most suitable disciplinary sanction. Your employment could be terminated if your actions cause extreme embarrassment or serious damage to the reputation or image of the Charity.

10.1 Use of internet social networking sites

We require employees to understand the potential for breaches of confidentiality when using Internet social networking websites (such as 'Facebook').

You must not discuss or make indirect reference to the Charity, your work, your colleagues, suppliers, families or any associated business on social networking sites. This is essential so as to preserve the confidentiality and security of all concerned.

Entering into discussions about your activities at work when you are outside of work may be misinterpreted and, therefore you are required not to make any comments if they could be related to the Charity or your work in any way. Even making general comments about your time at work could be misconstrued.

Employees must not set up Disability Changers social network sites without permission from a member of the Senior Management Team.

If you are unsure about your obligations under this policy, or wish to discuss this in more detail, please speak to your Line Manager.

Serious breach of this policy could lead to summary dismissal.

11 PROPERTY AND EQUIPMENT

11.1 Charity property

You are not permitted to use Charity property for any purpose other than its intended use. Charity property must not be removed from the premises without prior approval.

11.2 Damage, loss or theft of Charity property

You must notify your Line Manager of any damage to Charity property or premises. If Charity property is damaged, lost or stolen through your negligence or fault, you agree that the Charity may deduct the cost of repair or replacement from your salary. Before any decision is made to deduct, the matter will be fully investigated and you will be given an opportunity to state your case and appeal the decision. You agree to any such deduction pursuant to Part II of the Employment Rights Act 1996.

11.3 Return of Charity property

Upon termination of your employment for whatever reason, you must return to your Line Manager all property belonging to the Charity including but not limited to, Charity vehicle, computer, equipment, tools, uniforms, keys, entry passes, records, documents, accounts, letters, papers (including all copies, summaries and extracts) within your possession or control belonging or relating to the affairs and business of the Charity and its familie. Access to your outlook account and the Charity network will be terminated.

You agree that the Charity may deduct the cost of replacement of any items not returned, along with other costs reasonably associated with their replacement (e.g. replacement of locks and keys if keys are not returned), or repair of items that are returned damaged, from your salary or any money owed to you by the Business.

On termination of your employment you must return any Charity vehicle allocated to you to our premises.

11.4 Employees' property

You are advised not to bring valuable personal items to work. If you do bring them to work it is at your own risk. We do not accept liability for loss or damage to any personal items.

12 GRIEVANCE PROCEDURE

We recognise that from time to time you may wish to raise issues relating to your employment, or discuss matters that are causing personal concern. It is our policy to encourage free communication between employees and their managers to ensure that any problem or issue arising during the course of employment can be resolved as fairly and quickly as possible.

12.1 Informal stage

In order to achieve a speedy resolution of any problem or issue that you may have, you should start by having an informal discussion with your Line Manager. Having an informal discussion can quite often solve the problem. Should your grievance concern your Line Manager then the matter should be raised with the Head of Quality or Chief Executive Officer.

A mediation meeting facilitated by a neutral mediator might be an option at this or at any stage of this process.

12.2 Formal stage

If the matter cannot be resolved by informal discussion or if you are not satisfied with the outcome of the informal discussion, then you must inform your Line Manager that you wish to take the matter further and submit a formal written grievance within 14 days to the next level of management. If the grievance is against your Line Manager you should raise your grievance with the next senior level of management. You should try to explain fully the nature of your complaint and send the written grievance to us. Where you are unable to formulate a written grievance due to a disability you should see a member of management who will assist you.

It may be necessary for us to carry out an investigation into your grievance. The amount of any investigation required will depend on the nature of the allegations and will vary from case to case. It may involve interviewing and taking statements from you and any witnesses, and/or reviewing relevant documents.

Every effort will be made to resolve your grievance at a formal hearing without unreasonable delay. At the hearing, you have the right to be accompanied by either a work colleague or an accredited Trade Union representative.

You will receive the outcome of the hearing in writing. All grievance proceedings and records will be kept confidential.

12.3 Appeal stage

Following the grievance meeting, if you are still not entirely satisfied or consider you have not been fairly treated you may appeal in writing to the Head of Quality or Chief Executive Officer. Your appeal

should say why you are appealing against the decision and needs to be received by the Head of Quality or Chief Executive Officer within 7 days of your receiving the outcome letter.

At the appeal hearing, you have the right to be accompanied by either a work colleague or an accredited Trade Union representative.

You will receive the outcome of the appeal hearing in writing without unreasonable delay. The decision of the person dealing with the appeal is final.

13 HARASSMENT AND BULLYING

13.1 Introduction

Harassment is unwanted conduct that violates a person's dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment. Harassment can take many forms, occur on a variety of grounds and may be directed at an individual or a group of individuals. It is the act itself and the impact on the individual, not the intentions of the perpetrator, which determines what constitutes harassment. Everyone reacts differently, and what may not be offensive to one person may be offensive to another. Harassment may be unintentional on the part of the perpetrator.

Harassment and bullying based on race, nationality, ethnic origin, religion or belief, gender, marital status, sexual orientation, disability, age, part-time status or trade union activities or even personal characteristics, breaches our Equal Opportunity Policy, interferes with an individual's work performance and affects health, confidence and morale. We do not tolerate such behaviour, and will take disciplinary action against employees who breach this policy. If the perpetrator is not an employee, we will take whatever steps are reasonably practicable to protect you from the harassment during of your employment.

13.2 Responsibility of managers and all employees

Staff in supervisory or management positions must ensure that, as far as they are able, they act immediately if they become aware of any harassment or bullying taking place and are supportive towards any employee who complains.

All employees have a responsibility to understand and comply with this policy at all times, and to report any harassment or bullying they are aware of within the workplace to your Line Manager. Harassment and bullying may occur between employees outside working hours, for example at work related social functions, and this should also be reported.

13.3 Identifying harassment and bullying

Generally, harassment means conduct which is unwanted or offensive to the recipient. For example, sexual attention becomes sexual harassment if it persists once it has been made clear that the recipient regards it as offensive or unwelcome. One incident alone may constitute sexual harassment if it is sufficiently serious. Victimisation or making fun of an employee who has complained in good faith of bullying or harassment is in itself an act of harassment.

The following are examples of unacceptable conduct that will amount to a breach of this policy. These examples are not exhaustive and there may be others.

- a) **PHYSICAL and NON-VERBAL CONDUCT:** Unnecessary touching, patting, pinching or pushing, compromising personal space, assault or simulating sexual acts or ignoring an individual. Displaying suggestive or offensive pictures, objects or written materials, leering, whistling and suggestive or offensive gestures and inappropriate use of emails.
- b) **VERBAL CONDUCT:** Persistent requests to join in social activities (after it has been made clear that such requests are unwelcome) or other advances or unwelcome attention of a personal nature, offensive and suggestive remarks, threats, intimate questions, innuendoes, lewd comments, obscene jokes or foul language or inciting racial hatred or racial or sexual abuse, derogatory language and inappropriate comments about dress, appearance or physique.

13.4 What to do if you feel you are subject to harassment

13.4.1 Informal procedure

If you believe you are the victim of conduct that constitutes harassment or bullying, you should make it clear to the perpetrator that you find such conduct unwelcome or offensive. This may be sufficient to stop the harassment. Where the harassment continues or where it is difficult or inappropriate for you to raise the issue with the alleged perpetrator (for example, where that person is in a senior position or is not an employee), you should report the matter verbally to your Line Manager. If you do not wish to make a formal written complaint then the person dealing with the issue may deal with the matter on an informal and confidential basis by speaking to the alleged perpetrator on your behalf. A mediation meeting between you and the alleged perpetrator facilitated by a neutral mediator might be an option at any stage of this process.

13.4.2 Formal procedure

If you wish to make a formal complaint, this should be made in writing to your Line Manager. The issue will then be processed within the Grievance Procedure. Where you wish to raise a formal complaint against your Line Manager, the matter should be reported to the next most senior level of management. As far as is reasonably practicable, confidentiality will be preserved. During any investigation the Charity may suspend the alleged perpetrator on full pay and benefits or temporarily re-deploy them. Suspension or temporary redeployment during investigation is a precautionary measure only and is not considered disciplinary action.

13.4.3 Outcomes

Following completion of the investigation, if the complaint is substantiated, disciplinary action may be taken against the perpetrator. You will be notified of the outcome of the investigation. Serious incidents (even of a one-off nature) can constitute gross misconduct for which the perpetrator may be dismissed without notice.

14 DISCIPLINARY RULES AND PROCEDURES

The disciplinary procedure establishes a process by which breaches of disciplinary standards can be dealt with fairly and consistently. The disciplinary procedure is designed to help and encourage all

employees to achieve and maintain the required standards of conduct, attendance and performance. It should be seen as a corrective procedure ensuring all employees are treated fairly.

Informal action will be considered, where appropriate, to resolve problems. Following any informal discussion regarding misconduct or poor performance we may issue a letter of concern to you setting out our concerns about your conduct / performance and the improvement we expect from you.

If you have less than 24 months' service, we reserve the right to dismiss you without following the procedure below or having issued any previous warnings. We reserve the right to vary the disciplinary procedure to take account of your length of service or other circumstances. The Charity may commence the Disciplinary Procedure, depending on the circumstances, at any of the following levels.

14.1 Categories of misconduct

14.1.1 Gross misconduct

Below is a list of possible acts which we consider to be gross misconduct, which entitles the Charity to dismiss without notice. The list is not intended to be exhaustive as it is impossible to list all offences that may result in disciplinary action.

- a) Actual or potential serious harm and or intentional harm to children or young people.
- b) Serious breach of Challengers' Safeguarding Policy or procedures.
- c) Serious breach of Challengers' Behaviour Support Policy or procedures.
- d) Theft, fraud and deliberate falsification of records (including time sheets or attendance records).
- e) Physical violence or serious threats of physical violence.
- f) The use of foul and abusive language or threatening, abusive, grossly indecent or offensive behaviour.
- g) Serious bullying, harassment or discriminatory behaviour.
- h) Deliberate damage to property.
- i) Serious insubordination or wilful refusal to obey a reasonable instruction (including failure to attend a disciplinary hearing without good reason).
- j) Misuse of Charity property/software/copyright or name.
- k) Bringing the employer into disrepute.
- l) Being unfit to work through drink or drugs, or being found in possession of unsealed alcohol, illegal drugs, or obscene material at work.
- m) Serious negligence, including dangerous driving on business journeys or at any time in a Charity vehicle, which causes, or might have caused, loss damage or injury.
- n) Breach of non-solicitation, confidentiality, or non-competition clauses.
- o) Serious infringement of health and safety rules, including, but not limited to, failure to wear personal protective equipment or engaging in horseplay which may constitute danger to others.
- p) Serious breach of the Charity computer policy including abuse of email and internet facilities.
- q) Allowing non-employees to attend familie or supplier premises without authorisation from the Charity.
- r) Carrying out additional work for families, or potential families for your own personal gains, without authorisation from the Charity.
- s) Offering, soliciting or receiving a bribe.

- t) Comments on social networking sites with potential for a severe detrimental impact on the Charity or people associated with it.
- u) Smoking in areas where smoking is not permitted.
- v) Failure to attend appointments without notifying the Charity.
- w) Serious breach of confidence (subject to the Public Interest (Disclosure) Act 1998).
- x) Unauthorised absence (see section headed 'Absence' above).
- y) Leaving your place of work without authority.
- z) Engaging in other work when claiming to be unfit for work due to sickness or injury.
- aa) Verbal aggression towards families.

14.1.2 Serious misconduct

This includes acts that fall short of gross misconduct, but which are so serious that they would justify the Charity moving straight to issuing a final written warning. For example:

- a) Insubordination which is not wilful, i.e. you openly refuse to do something but agree reluctantly when faced with suspension.
- b) Failure to report damage to Charity property.
- c) Serious breaches of Charity procedures.
- d) Neglect of duty.
- e) Rudeness towards families, members of the public or other employees.

This list is not exhaustive.

14.1.3 Misconduct

This covers minor or less serious breaches of Charity rules and procedures such as:

- a) Poor attendance or timekeeping.
- b) Minor breaches of procedure.
- c) Failure to follow absence reporting procedures.

Again this list is only a guide and is not exhaustive.

14.2 Suspension

If allegations of gross misconduct or serious misconduct are made, the Charity may suspend you while further investigations are carried out. Suspension will be on full pay; this does not imply any determination of guilt or innocence, as it is merely a measure to enable further investigation. While you are suspended you are required to be available during normal hours of work so that we can contact you if necessary. You must not contact or attempt to contact or influence anyone connected with the investigation in any way or to discuss this matter with any other employee. You must not attend or visit your place of work. If you wish to contact any employee who you feel could assist you in preparing an explanation for the allegations made against you, please contact your Line Manager in order that arrangements can be made for the employee to be available for interview.

14.3 Disciplinary procedure

- a) You will be notified in writing of the allegations and no hearing will take place until a minimum of 24 hours has elapsed.
- b) You will be provided with information relating to the allegation prior to the hearing.
- c) You will have the right to be accompanied at the hearing by a work colleague of your choice or an accredited Trade Union representative.
- d) You or your representative may ask questions or make statements; the representative cannot answer questions on behalf of the employee.
- e) Any decision made will be based on a reasonable belief, the balance of probability and on the evidence presented.
- f) The result of any disciplinary hearing will be confirmed in writing.
- g) You have the right to appeal any decision by applying in writing within 7 days of the decision stating your reasons for appealing.

Failure to attend a disciplinary hearing and to do so, without good reason, is deemed to constitute a failure to follow a reasonable management instruction and can amount to gross misconduct. In these circumstances your failure to attend will be considered alongside the reasons for the disciplinary hearing and a decision may be made in your absence.

14.3.1 Stage one - written warning

In the case where insufficient improvement has been made following an informal warning or the conduct is potentially sufficiently serious to warrant bypassing an informal warning, a disciplinary hearing will be held. As a result of this, if your explanation for your conduct is unsatisfactory and the hearing concludes that your conduct was at fault, you will be issued with a written warning detailing the complaint and the required improvement or change in behaviour. Again you will have the right to appeal against the disciplinary decision. A copy of the written warning will be kept on your personnel file for a period of 12 months.

14.3.2 Stage two - final written warning

If there is still insufficient improvement or change in behaviour during the term of a prior warning, or where the conduct is potentially sufficiently serious to warrant bypassing stage one of the disciplinary procedure, a disciplinary hearing will be held. If there is no satisfactory explanation for the conduct at the hearing, a final written warning will be issued. The final written warning will give details of the complaint and warn you that failure to improve or modify your behaviour may lead to your dismissal, or to some other action short of dismissal. Again you will have the right to appeal against the decision. The final written warning will normally remain on your personnel file for a period of 12 months.

14.3.3 Stage three - dismissal

If you still fail to meet the necessary standard of conduct or performance required by the Charity, or you commit another act of misconduct or your conduct is potentially so serious as to warrant bypassing the first two stages of the disciplinary procedure, a final disciplinary hearing will be held. You will be given every opportunity to offer an explanation for your failure to meet the required standards at the final disciplinary hearing. Fair and reasonable notice of the time and date of the hearing will be given

and wherever possible the disciplinary hearing will be held during your normal hours of work. You will be given as much information as possible regarding the allegations of misconduct as well as any documentation detailing the shortfall in performance or conduct that will form the basis of the disciplinary hearing. If there is no satisfactory explanation for the conduct or performance then you may be dismissed with notice, unless it is gross misconduct where you will be dismissed summarily.

As soon as reasonably practical you will be provided with the reasons for your dismissal, the date on which your employment will terminate or has been terminated, and the name of the person to whom you may submit your appeal in writing (see Appeals Procedure).

14.4 Other possible sanctions

We reserve the right to consider demotion and commensurate reduction in your salary or to impose the penalty of suspension without pay for up to a maximum of 5 working days as a direct alternative to dismissal.

14.5 Appeals procedure

The purpose of an appeal hearing is to review any penalty imposed at the disciplinary hearing. It cannot increase the penalty.

At each stage of the disciplinary procedure you will have the right to appeal. If you wish to do so you should inform the specified person and we ask that this is done within 7 days of your receipt of written confirmation of the disciplinary decision taken against you. Ideally, your appeal should be in writing and state why you feel the decision is unfair or inappropriate in relation to the matters addressed at the disciplinary hearing. You should also detail any new information or evidence that will support your appeal, including the names of any witnesses. This is to ensure there is sufficient time to investigate any new information before the appeal meeting. You will have the right to be accompanied by a fellow worker or an accredited Trade Union representative at the appeal stage.

The decision of the person dealing with your appeal is final.

14.6 Performance improvement procedure

It is in everybody's interests for employees to perform well at their jobs and we aim to ensure that all employees are given the support needed to ensure that they do so. Where there are issues with performance then the employee should receive feedback from their manager setting out any concerns. Discussions should take place about how that performance can be improved. This procedure is designed to be used when such informal discussions do not lead to the employee's performance improving to an acceptable level.

Where an employee's poor performance is believed to be the result of deliberate neglect, or where serious errors have been made to the detriment of the Charity then it may be more appropriate to use the disciplinary procedure. Which procedure to use shall be at the discretion of the Charity as will the decision whether to follow these procedures where the employee has short service (under two years).

The right to be accompanied

You are entitled to be accompanied at any meeting held under this procedure by a fellow employee or trade union official. We will provide any chosen companions with appropriate paid time off to allow them to attend the meeting. It is, however, up to you to arrange for a companion to attend the meeting.

If your chosen companion cannot attend on the day scheduled for the meeting then we will agree a new date. This will usually be within 5 working days of the date originally scheduled. If your companion is not available within that timescale then you may need to find someone else to take their place.

The Companion's role is to advise you during the meeting and make representations on your behalf. However, both you and your companion are required to cooperate in ensuring a fair and efficient meeting.

Stage one

Your manager will inform you of the nature of the problem and confirm this in writing. You will be invited to a meeting to discuss the issues raised by the manager's concerns. Unless not practicable, the meeting will normally be conducted by your line manager and will consider areas of concern, any representations you may make about your performance, whether it needs to be improved, and if so what steps can be taken to help you reach the appropriate level.

Following discussion of the problem, the line manager may choose to take no further action; to refer the matter for investigation under the disciplinary procedure or to issue a formal Performance Improvement Plan.

Performance Improvement Plan

A Performance Improvement Plan (PIP) is a series of measures designed to help improve the employee's performance. Each measure will ideally be agreed with the employee, though the Charity reserves the right to insist on any aspect of the PIP in the absence of such agreement.

Each PIP will be tailored to the particular situation, but will contain the following elements:

Timescale: the overall timescale in which the necessary improvement must be achieved will be set out, together with the timescale for reaching individual milestones where appropriate.

Targets: The PIP will specify the particular areas in which improvement is needed and set out how and on what criteria the employee's performance will be assessed. Where appropriate, specific targets will be set which will need to be achieved either by the end of the plan or at identifiable stages within it.

Measures: The PIP will specify what measures will be taken by the Company to support the employee in improving their performance. Such measures may include training, additional supervision, the reallocation of other duties, or the provision of additional support from colleagues.

Feedback: As part of the PIP the employee will be given regular feedback from their line manager indicating the extent to which the employee is on track to deliver the improvements set out in the plan

If at any stage the Charity feels that the PIP is not progressing in a satisfactory way, a further meeting may be held with the employee to discuss the issue. As a result of such a meeting the employer may amend or extend any part of the plan.

Review

At the end of the PIP your performance will be reviewed. If satisfactory progress has been made you will be notified of this fact in writing. If the manager feels that progress has been insufficient then they may decide to extend and /or amend the PIP to such extent as seems appropriate. Alternatively the manager may refer the matter to a meeting under Stage two of this procedure.

Following the successful completion of a PIP the employee's performance will continue to be monitored. If at any stage in the following 12 months, the employee's performance again starts to fall short of an acceptable standard, their line manager may decide to institute stage two of this procedure.

Stage two

If a PIP has not led to sufficient improvement in the employee's performance, the employee will be invited to attend a formal performance management hearing. The invitation will set out the respects in which the line manager believes that the employee's performance still falls short of an acceptable standard.

The hearing will be conducted by your line manager.

At the hearing, the employee will be given an opportunity to respond to any criticism of their performance and to make representations about any aspect of the way in which the process has been managed.

If the hearing concludes that reasonable steps have been taken which should have allowed the employee to perform to an acceptable standard but that these measures have not worked then a **formal warning** may be issued. The warning will explain the nature of the improvement which is required in the employee's performance and state that the improvement must be immediate and sustained. It will also explain that if this improvement does not take place then the employee may be dismissed. Where it is appropriate, the warning may be accompanied by an extended or revised PIP.

The warning will remain current for a period of 12 months, after which time it will cease to have effect.

Stage three

If you have been issued with a warning under stage two which remains current, and the appropriate manager believes that your performance is still not acceptable then the matter may be referred to a further performance management hearing.

You will be informed in writing of the grounds of which the hearing is being convened and in particular will be told of the respects in which your performance continues to fall below an acceptable standard.

The hearing will be conducted by a Service Manager, Head of Quality or other member of the Senior Management Team.

At the meeting you will be able to respond to any criticisms made of your performance and make representations about how the situation should be treated.

The manager conducting the meeting may take such action as is judged appropriate up to and including a decision to dismiss you.

Any dismissal under this procedure will be with notice or payment in lieu of notice and the decision to dismiss together with the reasons for dismissal will be set out in writing and sent to the employee.

Appeals

An employee may appeal against any decision taken under this procedure. The appeal should be submitted in writing within one week of the action complained of. An appeal hearing will then be convened to consider the matter. Any PIP that is in force, together with any measures or objectives included within it, will continue in place during the appeal process.

The outcome of the appeal will be confirmed to the employee in writing explaining the grounds of which the decision was reached. The outcome of the appeal will be final.

Redeployment

There may be circumstances in which it becomes clear that an employee would be better suited to a different role within the Charity. However, any offer to redeploy the employee will be entirely at the our discretion and will only be made when the Charity is confident that the employee will be able to perform well in the redeployed role and where there is a suitable available vacancy.

Redeployment may be offered as an alternative to dismissal where we are satisfied that the employee should no longer be allowed to continue to work in their current role. While you are free to refuse any offer of redeployment, the only alternative available in these circumstances will usually be dismissal.

Sickness absence procedure

The Charity may need to dismiss an employee whose attendance does not meet an acceptable standard either because of a long-term absence or because of a series of short-term absences. Such dismissals do not depend on any wrongdoing on the employee's part and do not mean that the Charity does not accept that their absences are genuinely due to illness or injury. Rather, dismissal is recognition that unfortunately the employee is no longer able to perform their role, or attend work on a sufficiently regular basis to make their continued employment a viable option.

Short-term absence

An employee who is absent on more than 3 occasions within a 3 month period will be invited to a meeting to discuss their attendance. The meeting will usually be conducted by the employee's line manager and the employee will have a right to be accompanied by a fellow employee or a trade union official on the same basis as set out in the performance management procedure above.

At the meeting you will be asked to explain the level of your absence. Where there is any indication that the absences are caused by an underlying medical condition then the matter may be dealt with under the procedure for long-term absence set out below. The Charity may also seek medical evidence

from either the employee's doctor or an occupational health specialist in which case the meeting will be adjourned for a report to be obtained

Subject to any medical evidence, the manager conducting this first-stage meeting may decide to issue a warning to the employee setting out the Charity's expectations regarding attendance and indicating the level of improvement needed. A review period will normally be set which may range from one month to 12 months depending on the circumstances.

If the employee's attendance does not improve to the extent required they may at any stage in the review period be invited to attend a second-stage meeting to discuss the matter. The meeting will again be conducted by the line manager and the employee will be entitled to be accompanied by a fellow employee or trade union official. This meeting may result in an extension of the review period or the issuing of a final written warning requiring the employee's attendance to improve and setting out the level of improvement required over a specified period of up to one year.

If the employee does not meet this standard and there is no underlying condition where reasonable adjustments would assist the employee to attend then they may be dismissed. A final meeting will be convened which shall be conducted by a manager with appropriate authority to dismiss and will consider any representations made by or on behalf of the employee who will once again have the right to be accompanied by a fellow employee or trade union official.

Any dismissal arising out of this meeting will be with notice.

There is a right of appeal against any formal caution and a decision to dismiss which must be exercised within five working days of the decision being communicated.

Long-term sickness absence

Where an employee is absent for an extended period – or it is clear that their absence is likely to continue for some time – then the Charity will want to investigate the prospects for their return and consider what actions can be taken to facilitate this. The extent to which we can continue to accommodate an employee's absence will depend on a range of factors, including the role of the employee and the prevailing circumstances of the charity, including impact on the people we look after and your colleagues.

We will seek medical advice as to the employee's condition either from the appropriate professionals caring for the employee or from a specialist occupational health practitioner. The focus will be on ascertaining when the employee will be able to return to work and what steps the Charity can take to facilitate this.

An employee is not obliged to consent to any medical reports or records being shared with the Charity as part of this process. However, in the absence of medical evidence the Charity will have to work on the basis of what information is available in reaching its decision.

One or more meetings will be arranged with the employee to discuss their condition, the prospects for any return to work, and whether anything more can be done by the Charity to help. The employee will be entitled to be accompanied at the meeting by a fellow employee or trade union official.

Every effort will be made to make suitable arrangements for the meeting to allow the employee to attend. Where the employee is simply too ill to take part in the process, however, the Charity may proceed to dismissal in the absence of a meeting taking into account any representations made on the employees behalf.

Where it appears that the employee will be unable to return to work within a reasonable time frame then the Charity may need to consider dismissal. Any dismissal will be with notice.

There is a right of appeal against a decision to dismiss which must be exercised within five working days of the decision being communicated.

15 TERMINATION OF EMPLOYMENT

15.1 Resignation

You must inform your Line Manager of your decision to terminate your contract of employment and you will normally be asked to confirm this in writing. The period of notice will begin from the date we receive this notification. Your last day of employment will be the date on which your notice expires unless agreed otherwise.

15.2 Retirement

In accordance with current legislation there is no age at which you will be compulsorily retired. Employees who wish to retire should give resign by giving notice in writing to their line manager in accordance with their Statement of Terms and Conditions of Employment.

15.3 Redundancy

Redundancy may occur when there is closure of a business, closure of a workplace, or a diminishing need for employees to carry out work of a particular kind.

If there is a need for one or more redundancies, we will endeavour to take all reasonable steps to avoid compulsory redundancy. If the Charity considers compulsory redundancy necessary, consultation will normally take place. During consultation, there will be an opportunity to put forward views on how to avoid redundancies, reduce the number of redundancies and mitigate the consequences of the redundancies. The Charity will pay redundancy pay at the statutory rate for eligible employees.

If your employment is terminated due to redundancy, we may ask you to work your notice and pay you as normal during the notice period. However, the Charity may decide instead to pay you in lieu of notice and not require you to work. Your notice entitlement is detailed in your Statement of Terms and Conditions of Employment.

16 STATEMENTS TO THE MEDIA

The Senior Management Team and the CEO are the only people authorised to give statements about the Charity or matters connected with the Charity to reporters from the newspapers, radio, television etc.

Employees should not make unauthorised statements on any social media, internet site or social networking media. Any request from any representative of the media for information, statements or comment about the Charity must be referred to the Communications and Fundraising Director.

17 INTELLECTUAL PROPERTY

Any invention, improvement, design, process, information, copyright work, trade mark or trade name or set-up made, created or discovered by you or used by you in the course of your employment belongs to the Charity and may not be used by you as an individual during or after your employment.

18 DATA PROTECTION

We will process personal data and sensitive personal data (also known as ‘special categories’ of personal data’) relating to you in accordance with our Data Policy (FIN003) and our Data Protection Privacy Notice (provided to you upon request), as well as in accordance with the relevant general data protection regulations.

We may monitor staff in accordance with our policies relating to email, internet, CCTV and communications systems and monitoring at work, as detailed in this Employee Handbook and in accordance with the relevant data protection legislation.

You will comply with your obligations under our data protection policy and other relevant policies as directed.

19 PROTECTED DISCLOSURE POLICY

The Charity is committed to ensuring a culture of openness and accountability encourages employees to raise any concerns that they may have about any wrongdoing at any level within the organisation. Wrongdoing in this context means any breach of a legal obligation, risk to health and safety or damage to the environment.

Any initial concern should be raised with your line manager or the Chief Executive Officer. However, if this is not appropriate then you should contact a senior member of the HR team who will ensure that your concern is properly addressed.

Employees who raise a concern under this policy are entitled not to be subjected to any detriment as a result. Even if your concern proves to be unfounded you will be protected against any reprisals from your manager, colleagues or any other employee of the business. Making a deliberately false allegation, however, against the Charity, a fellow employee or any other person will be treated as an act of gross misconduct which will usually result in dismissal.

If you are the subject of an allegation of wrongdoing then you will be informed of the allegation and given every opportunity to explain the situation and put your side of the story. Disciplinary action will only be taken following a full investigation in accordance with the disciplinary procedure.

20. RELATIONSHIPS AT WORK

This policy covers all employees of the Charity. It is intended to provide guidance in areas where personal relationships overlap with working relationships and is intended to ensure that individual members of staff are not open to allegations of impropriety, bias, abuse of authority or conflict of interest and to ensure that the Charity complies with its safe-guarding responsibilities. It is also intended to set out employees' rights and responsibilities to one another.

We value the integrity of professional relationships between its employees and in order that the Charity's business is conducted in a professional manner and perceived to be conducted in a professional manner it is necessary to distinguish between, and take account of, personal relationships which overlap with professional ones.

In the context of this policy, a personal relationship is defined as:-

- a family relationship; or
- a sexual/romantic relationship.

Both the Charity and any employees who are in a personal relationship with any other Employee shall take all reasonable steps to ensure that personal relationships neither advantage nor unfairly disadvantage those involved.

If you become involved in a personal relationship with a fellow employee, it is the responsibility of you and the fellow employee to deal appropriately with any potential conflicts of interest. Such relationships should be reported, in confidence, to the Line Manager who will arrange for a risk assessment to be undertaken. If the relationship is between a manager and a subordinate, the matter must be reported

You should take care that financial, familial or personal relationships entered into on a consensual basis do not advantage or unfairly disadvantage any member of staff or other individuals.

Employees involved in personal relationships should exercise due regard for the professional nature of the workplace and behave in a professional manner at all times paying due consideration to colleagues, and families whom use our service.

Where a personal relationship exists between employees who are in a line management or supervisory relationship at work they must not be involved in recruitment, selection, appraisal, promotion or in any other management activity or process involving the other party whereby there may be a conflict of interest or perceived conflict of interest as a result of the personal relationship. In such circumstances the relevant manager, senior manager or Trustee should be informed and will, where appropriate, make alternative arrangements and confirm them in writing. The relevant manager, senior manager or Trustee will treat these matters in confidence.

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If there is any inequality or perceived inequality in the relationship, extra care should be taken and your attention is drawn to the Bullying and Harassment Policy. If you are involved in a personal relationship at work you should ensure that any such relationships are fully consensual and are not and cannot be perceived as an exploitation of one party's position in relation to another.

Any employee who is, or who has been, involved in a sexual/romantic relationship with another member of staff, and who does not consider their involvement to be truly consensual, will have the right to complain under the Charity's Harassment Policy or grievance procedure.

External and internal applicants for posts will be asked to declare relevant personal relationships when applying for the post to ensure that the member of staff they are related to / in a relationship with, has no involvement in the application process.

Managers and staff who are uncertain about whether they should take action regarding a personal relationship (whether their own or someone else's relationship that is affecting them) are invited to seek guidance in confidence from their line manager, or, if the relationship is with their line manager then to HR.

You should be aware that a breach of this policy could lead to disciplinary action being taken.