

Vital Umbrella Employee Handbook



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Introduction to your employee handbook

Welcome.

This is your Employee Handbook and it sets out the basis of your working relationship with your employer.

You will have written particulars of your employment as a separate document and that sets out the contractual basis of your employment. It will refer to items in this handbook. However, this handbook is not your contract of employment and no item here is a part of that contract unless that is made clear in your written particulars. Failure to follow policies and procedures could give rise to disciplinary action but minor variations will not in themselves break the contract.

While important contractual terms are in this reference source, the main purpose of the content is to inform you of how the relationship between us will work in practice, as the basis for mutual co-operation and understanding.

The company will comply with the law at all times in respect of statutory maternity, paternity and adoption leave rights and other parental rights. Details of these rights can be viewed at:

<http://www.berr.gov.uk/employment/employment-legislation/employment-guidance/page34031.html>

The contents of this handbook are not intended to compromise your statutory rights. Should conflict arise, your statutory rights will always take precedence.

Your employee handbook is available online. Apart from your written particulars (contract of employment) this is the preferred method of viewing conditions of service.



Payment of earnings

Your rate of pay will be the National Minimum Wage. Your pay rate will increase with the National Minimum Wage.

Your frequency of pay is detailed in your written particulars of employment.

In the event of over-payment of earnings you will be advised and the excess payment will be deducted from your next payment, in normal circumstances. If over-payment has persisted for some time, repayment over an appropriate period of time will be allowed.

All queries regarding payment of your salary should, in the first instance, be referred to the Company Administrator.



Hours of work

This is a nil hours contract. The company does not guarantee to provide you with work but will pay for the work that is done. You agree to be available for work.

Your employment contract continues even when there is no work and terminates only on written notice from either you or the company.

The times within which hours are worked will be agreed from time to time between yourself, the company and the customer. You may be required to work nights.

You may be required to work outside normal hours including evenings and weekends from time to time. There is no premium rate for overtime hours or for Bank Holidays.

You may agree to work hours in addition to the current working time limit of 48 hours per week (averaged over 17 weeks). If you wish to do this, then this is a voluntary choice. Please sign and return the separate opt-out agreement attached to this contract.



Holidays

Entitlement

On commencement you will be entitled to paid annual leave of four weeks in each holiday year. It is a requirement that you take your holiday. No roll-over to the following year or in-lieu payment will be allowed.

The holiday year runs from 1 January to 31 December. Any annual leave that remains unused at 31 December cannot be carried over into the following holiday year. It is a requirement of your employment that you take your full holiday entitlement.

Approval

Holiday requests must be approved by your Company Administrator at least one week in advance of the holiday being taken. When you want to book holiday, speak with your Company Administrator. Once your Company Administrator has approved holidays you can only change the booking by specific agreement with your Company Administrator.

All annual leave should be notified to the Company Administrator.

The company has to ensure at all times that there are sufficient employees available to work and cover for your absence. Unfortunately the company may have to refuse your holiday request if your absence would mean there are not sufficient employees to cover for your absence. A first come first served arrangement exists, and you are encouraged to book early with your Company Administrator to avoid disappointment.

Pay

Your holiday pay is added as a percentage (see below) to your normal, basic weekly wage only (expenses, benefits or bonuses are not included in this calculation). This percentage is paid each week with your wage or salary. This means you need to retain this amount for when you take your holiday weeks (or days) as you will not receive payment at the time that you take the holiday (even if it is a Bank Holiday). This is known as “rolled-up” holiday pay and ensures you can take holidays and receive 52 weeks’ pay.

Year to Dec 08: 10.17%
Year to Dec 09: 11.59%
each yr thereafter: 12.07%

If your employment is terminated by either party during the course of the holiday year, no payment will be made for holiday not taken nor will there be deduction for holiday taken in excess of any pro-rata entitlement. This is because you receive a proportion of your holiday pay each week.



Sickness policy and procedures

Reporting procedure

If you are absent from work on account of sickness or injury you must inform the Company Administrator of the reason for your absence and its expected duration.

If the absence lasts for more than three days and less than seven days you must complete a company self certification form on your return.

If the absence lasts for seven days or more you will be required to produce a medical certificate stating the reason for the absence. The first such certificate should be sent to the company no later than the eighth day of absence, and medical certificates will be required from that date throughout the remainder of your period of absence.

Because of the rules relating to the payment of statutory sick pay, it is important that your certificates indicate actual days of sickness, even if they are sometimes days when you would not have worked.

Pay

Provided you satisfy the requirements above you will receive statutory sick pay if eligible under current legislation.

Sickness on Bank Holidays, rest days or other holidays does not entitle the day(s) to be taken on different dates.



Data protection policy and guide

All personal data has to be managed in accordance with the principles of the Data Protection Act 1998. It is the company's policy to comply with the Act and this policy is a guide for all employees.

Confidentiality

This policy and guide must be read in conjunction with the Confidentiality Covenant set out in your written particulars, if applicable.

What is personal data?

Personal data is information that relates to an identifiable living person. It does not need to be "confidential" or "private" to be deemed personal data. A note describing when access can be gained to a named individual's premises is "personal data" as is an ex-directory telephone number. In practice, most information held about an individual with the person as the focus (past or present), and which is biographical, is "personal data". This applies to information on fellow workers and individual customers.

Sensitive personal data

Some data is especially sensitive and this includes physical and mental health, disabilities, racial or ethnic origin and religious belief. Where you are aware of such information it must not be disclosed, or even recorded, without the explicit permission of the person concerned (there are a few very specific exceptions).

What are my responsibilities?

You must not, except in the proper course of your duties either during your employment or thereafter, use, communicate, or disclose directly or indirectly to any person or organisation, personal data that you come into contact with during the course of your work. You must use your best endeavours to prevent any unauthorised communications or disclosures. In particular, you must:

- Be sure all personal data has been fairly and lawfully obtained and is so used. Do not, for example, keep information on a customer's religion.
- Use data only for the purposes specified by client.
- Make sure that whatever personal data you keep on behalf of the company is adequate, relevant and not excessive in relation to that purpose or purposes.
- Keep such data accurate and up to date
- Not keep such data longer than necessary for the purpose in question
- Respect the rights of individuals in using the data (the right to privacy, for example)
- Keep such data secure and not remove it from company premises without written permission. You are required to return on request any information that is held at your





home, for example. Having returned such information then you must delete it from your own data store(s).

- Consult a Partner before transferring such data outside the European Community unless in line with explicit instructions authorised by a Director.

In areas of uncertainty contact a Director in the first instance. *Casual “gossip” about customers, for example, is a breach of this policy and is a disciplinary offence.* Any serious breach, such as discussing one customer’s health problems with another customer, may be regarded as gross misconduct.

References

No employee may give a reference on behalf of the company without the explicit authority of a Director. An unauthorised reference is a disciplinary offence and if it exposes the company to a claim for damages it will be regarded as gross misconduct.



Confidentiality policy

Confidential information includes, but is not limited to, the company's customer/client identities and lists, information about the company's customers/clients, other employees, suppliers and prices or any other information which is retained on the company's database or which relates to the company's business, including business plans, or the company's customers'/clients' businesses which is not freely available to the public.

You must not, during and after your employment, disclose to any person for any purpose whatsoever confidential information that has come to your attention during the course of your employment. You will at all times protect and maintain the confidentiality of the company's information and that of its clients and may only disclose such information as required by law or as is necessary during the course of your duties with the company. You understand that this obligation will continue at all times both during and after termination of your employment unless or until the information has come into the public domain.



Dress code

You are required to provide your own protective clothing and equipment which must be worn/used at all times during the time you conduct your work and as instructed by your Company Administrator or a Director of the company. You may reclaim the cost of this protective clothing by submitting the appropriate receipts. Established religious dress codes will be respected.



Jury service

If you are called for jury service, you will be granted leave of absence without pay. You should, therefore, claim for loss of earnings from the court.



Equal opportunity policy

We are committed to the principle of equal opportunity in employment.

Accordingly, our employment policies are designed to ensure that no job applicant or employee receives less favourable treatment on the grounds of age, race, colour, nationality, ethnic or national origin, disability, religion or belief, trade union membership or non-membership, sex, sexual orientation or married status. The objective of the policy is to ensure that individuals are selected, allocated work and otherwise treated solely on the basis of their relevant aptitudes, skills and abilities.

The successful operation of this policy necessitates a contribution from each employee and all employees have an obligation to report any act of discrimination known to them.

Any employee, who considers that they are suffering unlawful discrimination, may raise the issue through the Grievance Procedure.

No employee will suffer detriment as a result of any matter raised, in good faith, under this policy.



Information technology

You are forbidden to load your own software in to computers at work.

You must not copy any software or data from the company's computers.

You must only use the company's computers for legitimate business purposes.

You must not send or receive personal emails at work or surf the internet for a reason unconnected with the carrying out of your duties.

The company has the right to access and monitor all email messages created, sent, received or stored on the company's computer systems.

The company may disclose the contents of email messages to other employees and to third parties without obtaining yours or any other person's permission to do so even if the email was created, sent, received or stored by you or if the email message concerns you in any other way.

Any email message created, sent, received or stored on the company's systems are not your private property and as such there should be no expectation of privacy in respect of such emails in any circumstances.

Emails and the internet should not be used to create, send, receive or store any material which is pornographic, offensive, disruptive or which infringes copyright. Such conduct will be deemed to be gross misconduct.

Any internet or email misuse in breach of these contractual provisions will lead to disciplinary action being taken against you.



Disciplinary procedures

Purpose

The purpose of these procedures is to ensure the safe and effective operation of our organisation and the fair and equal treatment of all employees.

As recorded here these procedures relate only to disciplinary matters where the case commenced on or after 6 April 2009. Procedures relevant to any earlier case will be made available to you on request. If you have comments on the procedures or rules set out here please contact malcolm@employersolutions.co.uk Malcolm is independent and will respond to your enquiry.

Good management will communicate its expectations effectively to employees and, in turn, listen to their needs and expectations. We seek an environment of mutual cooperation and understanding in meeting the aims and mission of Vital Umbrella. Informal means of discussion, communication and counselling will be used to resolve issues wherever possible.

Where they cannot be resolved by these means then Vital Umbrella, at its discretion, may involve a third party. This will be someone who can be seen as independent and may come from outside our organisation.

Where more serious conflict arises between the expectations of employer and employee these procedures are designed to resolve issues in a fair and equitable manner. Where Vital Umbrella feels they have a complaint against you the disciplinary procedure will be invoked. Behaviour that could give rise to such a complaint is outlined in the section on misconduct. If you feel you have a complaint against Vital Umbrella you should raise a grievance. The method of doing so is outlined in the section on grievance procedure.

These procedures apply to all employees of Vital Umbrella whether they are part-time or full-time, permanent or temporary employees. However, if during the first three months of service you fail to achieve satisfactory levels of behaviour or performance Vital Umbrella may, at its discretion, omit some of the stages in this procedure, however there will always be at least one formal disciplinary meeting.

General principles

This procedure does not form part of your contract of employment.

No disciplinary action, other than suspension with pay in extreme cases, will be taken against you until any necessary investigations have been carried out to establish the facts. Where practicable, different people will carry out the investigation and disciplinary hearing.

All stages of the procedure will be implemented without undue delay.

At every stage in the procedure you will be informed in writing of the nature of the complaint against you and will be given the opportunity to state your case before any decisions are made.





Following a decision, you will be informed in writing of any disciplinary action to be taken (or if not, that such action is not being taken) and the reason for action, indicating the specific areas of improvement required within, where appropriate, a specific period.

You will not be dismissed for a first breach of discipline except in the case of gross misconduct (see the relevant section) when the penalty will be dismissal without notice and without payment in lieu of notice.

A work colleague, certified Trade Union Representative or employed Trade Union Official may accompany you during any disciplinary meeting and you will probably find this helpful.

The procedure may be implemented at any stage if your alleged misconduct warrants such action. Further warnings for misconduct may be applied even if the further misconduct is of a different nature to the previous misconduct.

Procedure

You will be advised of the date for any disciplinary meeting. You will be given at least 24 hours notice, unless we mutually agree that we should have an earlier meeting. We will tell you in writing what you are alleged to have done and provide you with details of the evidence available to us. We will also notify you of the possible consequences.

At such a meeting we will present the allegations against you. You will have an opportunity to set out your case and to answer any allegations. You may offer any mitigating circumstances that might be taken into account. This will be done before any decision is made.

In complex cases where it is relevant to call witnesses we will give you advance notice or, if you wish to call witnesses you should give us advance notice.

These points apply at all stages of the procedure.

Those taking the meeting will adjourn it to consider their decision. If it is decided that no action is to be taken, the matter will be closed.

Stage 1 - written warning

If it is decided that your conduct or performance is unsatisfactory your manager may give you a WRITTEN WARNING. This will give the details of the complaint, the improvements required and the timescale for the improvement, depending on the nature of the offence. You will be informed that this is the 1st stage of the formal disciplinary procedure and the consequences should the required improvement not be made. You will be informed of your right to appeal. A copy of the written warning will be kept on your personnel file, but it will be spent for disciplinary purposes after 6 months subject to satisfactory conduct and performance. However, should there be any recurrence of the offence or commission of a subsequent but different offence whilst the note remains on your file, then stage 2 of the disciplinary procedure may be invoked.



Stage 2 - final written warning

If there is still failure to improve and your conduct or performance is still unsatisfactory, or there is any other breach of discipline there will be a further meeting. (If the misconduct is sufficiently serious to warrant only one written warning but insufficiently serious to justify dismissal this will be a first meeting.) Depending on the outcome of the meeting your manager will give you a FINAL WRITTEN WARNING. This will give details of the complaint, and the improvement required. It will warn you that dismissal may result if there is no satisfactory improvement (within a specified period, if appropriate). You will also be informed of your right to appeal. A copy of this final written warning will be kept on your personnel file for one year. However, should there be any recurrence of the offence or commission of a subsequent but different offence whilst the note remains on your file, then stage 3 of the disciplinary procedure may be invoked.

Stage 3 - dismissal

If your conduct or performance is still unsatisfactory and you still fail to reach the prescribed standards, or there is any other breach of discipline, there will be a further meeting. DISMISSAL will normally result. You will be provided, as soon as reasonably practicable with the date on which your employment will terminate and informed of your right of appeal.

Appeal

You have the right to appeal against any disciplinary penalty imposed. You should appeal to a Director of Vital Umbrella, in writing, within 5 working days, stating the grounds for your appeal. You may feel that the penalty imposed is too harsh or that you were not given opportunity to explain a particular aspect of your case.

At our discretion we may involve a mediator from either within Vital Umbrella or potentially from outside. Their remit will be to try to resolve the problem to your satisfaction and the satisfaction of Vital Umbrella.

If mediation does not succeed then you will be invited to an appeal meeting and may be accompanied by a work colleague, certified Trade Union Representative or employed Trade Union Official. As far as is possible in a small organisation, such an appeal will be fair and impartial. Although new evidence will be considered if it is relevant, an appeal is not necessarily a re-hearing. After the appeal hearing you will be informed of the final decision.

Gross misconduct - dismissal without notice

Gross misconduct is an offence of such a serious nature that your employment contract can be regarded as breached.

If gross misconduct is alleged, you may, at the discretion of Vital Umbrella be suspended on full pay for five days pending completion of an investigation.

If you cannot attend a disciplinary hearing because of some reason outside the control of Vital Umbrella then continuing suspension beyond five days will be without pay, unless it is due to your sickness.





If it is established, after investigation, that there has been an act of gross misconduct, you may be dismissed summarily, with no notice or pay in lieu of notice. We will only make a decision to dismiss following an appropriate meeting with you.

Circumstances that may give rise to an allegation of gross misconduct are described in the section "Gross misconduct".

In the event of summary dismissal, you will be deemed to be no longer in employment from the date of the decision.

We will set out in writing the alleged misconduct that has led to the dismissal and your right to appeal against the dismissal. We will send this to you.

If you do wish to appeal you must inform the Director, in writing, within 5 working days stating the grounds for your appeal.

In such cases you will be invited to attend a meeting. You must make all reasonable attempts to attend the meeting.

Should an appeal be lodged which subsequently overturns the initial dismissal, will reinstatement occur with appropriate back-pay to the date of the initial decision, under such circumstances continuous service would be maintained.

Every attempt is made to hear appeals within five working days from the date of the written appeal being lodged, or as soon thereafter as is practical.

We will inform you of the final decision in writing.



Disciplinary rules

Misconduct

The following are examples of misconduct that may lead to disciplinary action. This list does not cover every possibility but is intended to indicate the type of misconduct that could lead to disciplinary action and, if persistent, dismissal.

- Insubordination
- Unauthorised consumption of intoxicating liquor during working hours on the premises
- Negligent work
- Inappropriate behaviour with the potential to cause offence
- Giving an unauthorised reference on behalf of the company
- Disregard of the Data protection policy
- Disregard of the Equal opportunities policy
- Disregard of the Health and safety policy
- Significant failure in following internal procedures
- Harassment of any description towards another person including:
 - offensive or suggestive material
 - offensive or suggestive comments
 - unacceptable or suggestive acts



Gross misconduct

The following are examples of misconduct that may be regarded as gross misconduct. In this context the word “serious” implies such severity as to mean a complete breakdown of trust in the employee. This list does not cover every possibility but is intended to indicate the type of misconduct that could lead to summary dismissal.

- Theft from the company, other employees or service users
- Fraud (such as deliberate falsification of sickness records)
- Using email or internet for malicious purposes, or to view or circulate pornography
- Fighting or assault on another person
 - Malicious damage to the company’s property
 - Incapability through alcohol or being under the influence of illegal drugs
 - Wanton negligence
 - Gross insubordination
 - Disruptive or abusive behaviour causing serious damage to relationships
 - Giving of an unauthorised reference that has the potential of exposing the company to a claim for damages
- Any breach of the Data protection policy that has the potential of exposing the company to a claim for damages or breaches a fellow employee’s trust and confidence in the company
- An unsafe act exposing self or others to severe injury
- Bringing the company into disrepute
- Acts of incitement or intentional acts of discrimination on the grounds of gender, sexual orientation, race, religion or beliefs, colour, national or ethnic origin, or disability
- Serious harassment of any description towards another person.



Grievance procedure

This procedure does not apply where you are appealing against disciplinary action that has been taken against you. In those circumstances, you must appeal to the Manager, in writing and within 5 working days, stating your reasons for the appeal.

If you consider that you are not being treated fairly as an employee then you should raise a grievance. A work colleague, certified Trade Union Representative or employed Trade Union Official may usually accompany you during a grievance meeting and you will probably find this helpful.

The right of accompaniment does not apply automatically and will depend on the nature of the grievance.

Informal meeting

You are first encouraged to raise the grievance informally with the company administrator. Feelings of unfair treatment often result from misunderstandings and careful communication and discussion can usually resolve these.

Where they cannot be resolved by these means then **the company, at its discretion, may engage a mediator. This will be someone who can be seen as independent and will usually be someone from outside our organisation.**

Grievance meeting

If you are not satisfied that your grievance has been resolved, then you must put the details of your complaint in writing, You will be expected to explain the grievance and how you think it should be resolved. We will then arrange a grievance meeting with you to give further consideration to your grievance and may discuss it with others inside **Vital Umbrella** and, potentially, advisers from outside.

Wherever practical your grievance will be heard by a manager who is not the subject of the grievance.

We will normally reach a decision within 5 working days and will communicate this to you in writing as well as verbally and of your right to appeal against the decision if you are not satisfied.

Appeal meeting

If you wish to appeal you must inform a **Director of Vital Umbrella** within 5 working days.

We will invite you to attend a further meeting at which we will hear a formal appeal. Ideally that will be held by someone not involved at the initial meeting. After that meeting you will be informed of the final decision in writing..



Grievances raised by past employees

In circumstances where an employee has already left employment, the procedure above has not been commenced or completed and both parties agree in writing then the following procedure will apply:

The former employee must set out the grievance in writing within 5 working days of leaving employment and send a copy of the grievance to the Manager.

The response will be set out in writing and a copy sent to the former employee.



Attendance policy

This policy and procedure covers all staff and should be read in conjunction with the Sickness policy and procedures.

Vital Check Ltd. Contractors wishes to support all employees to achieve standards of attendance and to address any associated issues. Non-attendance has a high cost in terms of efficiency and additional pressure placed upon other team members and direct costs. You have a responsibility to keep absence to a minimum.

Medical Practitioners and health experts offer medical guidance and provide objective support to staff with health problems. Failure to resolve an attendance issue may result in the termination of your employment.

Recording attendance

Your Manager has overall responsibility for attendance and resource management and is the key contact on attendance issues, providing procedural guidance, support, monitoring and recording your attendance.

Unacceptable levels of attendance

Due to the nature of many jobs and staffing levels, high levels of absenteeism or repeated spells of sickness/absence cause considerable disruption. Both short term/spasmodic and long term sickness absence cause disruption to operations and incur additional costs. They also place an undue burden upon other team members. Therefore, in order to ensure consistency your Manager will investigate and arrange a meeting to discuss the situation further with you where the levels exceed any one of the following:

- Any unauthorised absence
- Two days late in one month
- Absence totalling 14 days or more
- 4 spells of sickness in a 12 month period

Dependent upon the outcome of this meeting counselling may be appropriate or disciplinary action taken.

Issues of capability arising from poor levels and/or patterns of absence are distinct from capability issues involving long term health problems or disability.

Long term absence

Should you unfortunately become disabled or suffer from a long term health problem during employment it is our policy to make every effort to help you retain your original position. Your Manager will try and balance the needs of the business with their support for you in the event of long term sickness. In the event that the length of your absence causes operational



problems, which requires either your return or replacement, your Manager will determine what action is to be taken.

Action may include a personal interview with you or a request to provide a medical report from your GP or another appointed doctor who is more knowledgeable about the working environment. The examination will determine your fitness to resume your normal role.

Once sufficient medical advice is available, a further meeting with you will be arranged to discuss it.

All alternative employment options including transfers, part-time working, reasonable adjustments to work premises, practices or equipment must be fully examined and discussed with you. You may be suspended from work on full pay, remain on sick pay or be transferred onto maternity leave where the absence is a pregnancy related sickness and occurs within four weeks prior to the expected date of birth. Absence due to pregnancy will be dealt with with due regard to your statutory maternity rights.

If it is advised by the doctor that you are fit to return to work, the Company will cease to pay sick pay and you will be expected to be at work the following morning.

Intermittent absence

Short term spasmodic absence is particularly disruptive, as it cannot be planned for and puts more pressure on managers and colleagues.

Intermittent non-attendance will be dealt with in a staged procedure, as appropriate, for example a disciplinary procedure. Where the absences are unexplained or may have an underlying sickness reason a medical examination will normally be requested. The examination may be carried out by your own GP and/or a Doctor appointed by the company with the objective of being able to provide the Company with sufficient information to more effectively balance your needs with that of the organisation, or to make a decision regarding your continued employment.

Irrespective of the cause of the intermittent absences, you will be warned of the consequences of further failure to meet attendance targets at each stage of the procedure. If the procedure is exhausted without sufficient improvement in the level of attendance, you may have your employment terminated with due notice on capability grounds.



Harassment policy

What is it?

Harassment is behaviour that offends the dignity of another person, for example by offensive remarks. It may relate to race, sex, disability or other personal characteristics of an individual. Bullying is harassment in situations where we influence others. Inappropriate language in giving an instruction or making a complaint would be an example. Swearing is not acceptable. Bullying results in a gradual wearing down process that makes individuals feel demeaned and inadequate, that they can never get anything right, and that they are hopeless.

Harassment and bullying breed dysfunctional work groups and the detrimental effect shows in all the major indicators: productivity; quality; creativity; attendance and staff retention.

We recognise that complaints of personal harassment, and particularly of sexual harassment, can sometimes be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal grievance procedure. In these circumstances you are encouraged to raise such issues with a senior person of your choice (whether or not that person has a direct supervisory responsibility for you) as a confidential helper and your confidential helper can assist you in this.

If you are the victim of minor harassment or bullying you should make it clear to the harasser or bully on an informal basis that their behaviour is unwelcome and ask them to stop. If you feel unable to do this verbally then you should hand a written request to the harasser or bully. If you feel uncomfortable with this please discuss with a senior person.

Formal complaint

Where the informal approach fails or if the harassment or bullying is more serious, you should bring the matter to the attention of a Director as a formal written complaint and a confidential helper can assist you in this. If possible, you should keep notes of the harassment so that the written complaint can include:

- The name of the alleged harasser/bully
- The nature of the alleged harassment/bullying
- The dates and times when the alleged harassment/bullying occurred
- The names of any witnesses

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

It must be appreciated that such issues often give rise to conflicting evidence, meaning that it can be difficult to get to the truth of the matter. Though complaints will be treated in good faith there is nevertheless risk in bringing a complaint of harassment or bullying.



Investigation

You must also understand that the person against whom you are raising a complaint has rights also. They have a right to know about the allegations against them and the right to offer explanations. In practice, this will not be possible without revealing who has made the allegations.

The person dealing with the complaint will carry out a thorough investigation. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter.

When the investigation has been concluded, a draft report of the findings and of the proposed decision will be sent, in writing, to you and to the alleged harasser or bully.

If you or the alleged harasser or bully is dissatisfied with the draft report or with the proposed decision this should be raised with the investigator within five working days of receiving the draft. The investigator will consider any points of concern before a final report is sent, in writing, to you and to the alleged harasser or bully.

Action

If the report concludes that the allegation is well founded, the harasser or bully will be subject to disciplinary action in accordance with our disciplinary procedure. An employee who receives a formal warning or who is dismissed for harassment may appeal against the disciplinary action by using our disciplinary appeal procedure.

If you bring a complaint of harassment you will not be victimised for having brought the complaint. However if the report concludes that the complaint is both untrue and has been brought with malicious intent, disciplinary action may be taken against you.



Making a protected disclosure (Whistle-blowing policy)

Procedure to be followed in handling allegations made against a member of staff regarding a 'matter of serious concern' which has been observed and reported.

Introduction

All employees have an obligation to work in the interests of the organisation. However in pursuing these interests it is our intention that they, and the organisation, respect the public interest as interpreted by the various regulatory bodies in the UK.

If you have reason to believe that the organisation is not respecting the public interest then you should use the procedure set out here. So long as you follow both parts precisely, you will not suffer any detriment as a result and your employment will be protected.

We encourage you to use the procedure if you are concerned about any wrong doing at work. You should raise matters when they are just a concern, and not investigate wrong doing yourself.

However, if you fail to follow the procedure (by taking your concerns to the press for example) you may be committing an act of Gross Misconduct and be liable to summary dismissal.

Also, if the procedure has not been invoked in good faith (eg for malicious reasons or in pursuit of a personal grudge), then you may be committing an act of Gross Misconduct or misconduct and be liable to summary dismissal, or such lesser disciplinary sanction as may be appropriate in the circumstances.

You will appreciate that this is a complex area of legislation and you may wish to seek legal advice before making a disclosure. Disclosure of a relevant failure (see below) qualifies for protection if it is made in the course of obtaining legal advice.

Procedure

Part 1 - Qualifying disclosures and relevant failures

Only certain disclosures are prescribed by law as 'qualifying disclosures'. These disclosures are protected. While a wide range of public interests are covered you are only protected where the act, about which you are concerned, falls within the range of qualifying disclosures summarised here. Disclosures are qualifying disclosures when made to an appropriate person (not "the media") and where it can be shown that the company commits a 'relevant failure' by:

- Committing a criminal offence
- Failing to comply with a legal obligation
- A miscarriage of justice
- Endangering the health and safety of an individual
- Environmental damage
- Concealing any information relating to the above.



These acts can be in the past, present or future, so that, for example, a disclosure qualifies if it relates to environmental damage that has happened, is happening, or is likely to happen.

Part 2 - Steps you should take

If you so wish you should in the first instance report any concerns you may have to your manager in writing who will treat the matter with complete confidence. You will receive a response in writing. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the appropriate organisation or body. The bodies (“prescribed persons”) are set out in legislation.

If you have good reason to believe that you would suffer detriment by reporting your concerns to your manager then you should report them to a Director.

We will take every reasonable care to avoid revealing your identity and will not reveal your name to others without your permission.

Anyone who reveals your name without permission, or victimises you for raising genuine concerns will be subject to disciplinary action.

If you have good reason to believe that you would suffer detriment by reporting your concerns to a Director then you may take them direct to the appropriate organisation or body.



Age and retirement policy

The normal retiring age is your 65th birthday. However, you have the right to request to continue working beyond your normal retiring age, either on an indefinite basis, for a defined period, or until a specified date. The procedure is explained below.

Pension payments are separate from this policy and will be determined by the appropriate Pension scheme rules.

You must not treat any fellow employee (or applicant) unfavourably or harass them on the ground of age; such behaviour may result in disciplinary action.

If you consider that we may have unfairly discriminated on the ground of age then you should raise a grievance under the grievance procedure. If you consider you are being harassed on account of age then you should see the Harassment and bullying policy and use the procedure there.

Procedure for making a request to continue working beyond retirement age

The company will take all reasonable steps to accommodate any request to continue working beyond your normal retirement age.

You will be informed in writing of your normal date of retirement and given details of your right to request to continue working beyond this date. You will be provided with this information at least six months and no more than 12 months before your intended date of retirement, unless transitional arrangements (see below) apply.

If you wish to submit a request to continue working you should do so in writing between three months and six months before the retirement date notified to you by us. You should specify whether the request is to continue working indefinitely, for a defined limited period, or until a specified date. The request should be submitted to the Manager.

Once such a request has been received, you will be invited to attend a meeting to discuss your request not to retire on the intended date of retirement.

You have the right to be accompanied by a fellow worker of your choice at the meeting to discuss your request not to retire on the intended date of retirement and at any subsequent appeal meeting.

A decision will be made following the meeting, taking into account your representations and the general needs of the business. The outcome of the request will be communicated to you in writing as soon as it is reasonably practicable to do so after the meeting.



Appeal

You have the right to appeal against a decision not to grant a request to continue working. You should appeal to a director, in writing, within 5 working days stating the grounds for your appeal. You may feel that you were not given opportunity to explain a particular aspect of your case, for example. You will be invited to an appeal meeting and may be accompanied by a work colleague. As far as is possible in a small organisation, such an appeal will be fair and impartial.

The outcome of the appeal will be communicated to you in writing as soon as it is reasonably practicable to do so after the meeting. The company's decision at this time will be final.

Transitional arrangements

If you are due to retire after 1 October 2006 but before 1 April 2007 we must give you at least four weeks notice of your date of retirement, or your contractual notice (if longer). We will write to you shortly after 1 October advising you of your right to work longer.



Eligibility policy

Should you be offered employment, you will be required to provide either one of the documents included in List 1 or two documents from List 2. To ensure compliance with the Asylum & Immigration Act 1996 we are required to check one of two types of document to meet legal requirements. You will need to provide either one of the documents included in List 1 or two documents from List 2 below for checking and copying.

List 1

A UK passport

An EEA (European Economic Area) passport or national identity card

A UK residence permit issued by the Home Office

An application registration card issued by the Home Office to an asylum seeker, stating that the holder is permitted to take up employment

A Passport or other travel document endorsed to show that you are exempt from immigration control, have indefinite leave to enter, or remain in the UK and have no time limit on your stay

List 2

Either

A document issued by a previous employer, the Inland Revenue, The Department for Work and Pensions, Jobcentre Plus, The Employment Service, The Training and Employment Agency (Northern Ireland) or the Northern Ireland Social security Agency, which contains your National Insurance number

and

a birth certificate issued in the UK, Channel Islands, the Isle of Man or Ireland which specifies the names of the holder's parents; or

a certificate of registration or naturalisation as a British Citizen; or

a letter issued to you by the Home Office, indicating that you have been granted indefinite leave to enter or remain in the UK; or

an Immigration Status Document issued to you by the Home Office, endorsed with a UK Residence Permit, indicating that you have been granted indefinite leave to enter or remain in the UK



or

A work permit or other approval to take employment issued by Work Permits UK

and:

A passport or other travel document endorsed to show that the holder has current leave to enter or remain in the UK and is permitted to take the work permit employment in question;
or

A letter issued to you by the Home Office confirming the same.



Redundancy

Selection for redundancy will, in the first instance, be based on the particular work for which you are employed with the particular client. Where the work is reduced, and involves more than one employee, selection will be based on objective skills-criteria, any current disciplinary warnings and finally, and if need be, length of service. The company will not impose a “bumping” policy where a person in one job is made redundant to provide work for a person in another job who would otherwise be redundant because their work had ceased.

Individual consultation will take place. We will discuss with you:

- The reasons for the redundancy
- How you have been selected
- How and when it will take effect
- Whether there will be a statutory redundancy payment and, if so, how it is calculated

A work colleague may accompany you, if you wish, at any such discussion.

Wherever possible, the following will be considered in order to minimise or avoid the redundancy:

- alternative work
- continuing work but on reduced hours or other forms of flexible working
- re-arrangement of the work within the company
- any ideas that you may have

The company reserves the right to not take any of these options, at its discretion.

Prior to any dismissal you will be invited to a meeting.

You will be advised of the date for the meeting. You will be given at least 24 hours’ notice, unless we mutually agree that we should have an earlier meeting, or unless it is reasonable to allow more time. We will give you details of the reason for your selection. You will receive copies of any documents that are to be presented at the meeting. We will remind you of your right to be accompanied by a fellow employee. These matters will be set out in writing.

You must take all reasonable steps to attend the meeting. Those taking the meeting will adjourn it to consider their final decision. You will be informed of the decision and of your right of appeal.

If you wish to appeal you must inform us within five working days, setting out the ground for the appeal. We will invite you to a further meeting. We will remind you of your right to be accompanied by a fellow employee. You must take all reasonable steps to attend the meeting. We will inform you of the final decision of the appeal.

Within the very limited resources available to the company we will seek to find another possible employer for you if you are facing redundancy.





Self certification form

Your full name	
Your job title	
The date of the first day that you were ill (State the actual date even if it was not a working day for you)	
Were you at work when you became ill (YES/NO) If yes, at what time did you leave work?	
Your last day of sickness (State the actual date even if it was not a working day for you)	
Did you visit a doctor, hospital or other health specialist? If yes, please give details of which you visited	
Do you know what the illness was? If so, please state it	
Do you know if it was infectious?	
What were the symptoms? Please give specific details rather than general descriptions (eg "vomiting" rather than "sick")	
Did you take any specific actions to aid recovery?	
Are there any other aspects to your illness that we should know about?	
Do you believe that you are fully recovered?	

The above information is correct to the best of my knowledge and belief.*

Signed _____

Dated _____

*False or misleading information can have serious consequences as the information above is used to calculate statutory sickness pay. Disciplinary action may be taken, including dismissal, if information subsequently proves false or misleading.



Maximum working week - voluntary opt out

The Working Time Regulations 1998 provide that the average Working Time including overtime does not exceed an average of forty-eight hours for each week over a 17 week period. The Company and the Employee agree that this limit shall not apply to the Employee. This Agreement will remain in force indefinitely. The Employee or the Company may terminate this Agreement at any time, by the employee giving not less than three months' written notice to the Company, or by the Company giving not less than three months' notice to the employee.

Signed:

(Company)

Name printed:

Dated:

Signed:

(Employee)

Name printed:

Dated

