

Dyfed Archaeological  
Trust Ltd

Employee Handbook

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## Introduction

This Handbook contains information, rules, policies and procedures concerning your employment and should be read in conjunction with your Statement of Main Terms of Employment ('Statement'), which should have been provided to you. Other or revised rules, policies and procedures may be issued at any time.

If you have any queries or have not been provided with a Statement for any reason, you should have no hesitation in raising this matter with your line Manager.

## Working Hours

Your normal hours of work are detailed in your Statement; it is your responsibility to ensure that you attend punctually for work and follow all timekeeping and absence procedures. In order to help us to maintain optimum service levels, you may be required to work additional hours from time to time. Further details are contained in your Statement.

If you have a need to leave work prior to your normal finishing time or to have time away during the normal working period, you must not leave without first obtaining permission from your line Manager. In such circumstances, you must report to your line Manager upon leaving and, where appropriate, returning to work.

Persistent lateness, unacceptable levels of absence and/or unauthorised absence will result in a disciplinary warning or dismissal, depending on the circumstances.

You will be paid only for time worked save where prior permission for paid absence has been obtained.

### **TIMESHEETS/JOB SHEETS**

Where you are required to complete a timesheet/job sheet, this must be completed accurately with all the relevant information.

If you falsify your time sheet/job sheet, complete entries without express authority, sign for another employee, or allow another employee to sign for you, you will be liable to summary dismissal.

Time sheets/job sheets should be returned to the Administration Office on a weekly basis.

If you fail to return your timesheet/job sheet on time, then payment may be delayed.

## Pay and Review

The method of pay and payment intervals are set out in your Statement. An itemised pay statement will be issued to you at each pay period. If at any time you have any queries, you should raise them with management.

Any change in your pay will be notified to you; the Trust cannot guarantee that there will be an annual pay increase.

## Personal Details

At the commencement of your employment you will have provided us with various personal details. You must notify the Trust immediately of any change, e.g. name, address, telephone number, next of kin etc.

It is in your interest to notify us of any such changes. The Trust will not be responsible for any issues arising out of your failure to notify changes in your personal details.

## Processing of Personal Data

Data Protection legislation regulates the way in which certain data about yourself, both in paper and electronic form, is held and used. The following will give you some useful information in terms of the type of data that the Trust keeps about you and the purposes for which this is kept.

Throughout employment and for as long as is necessary after the termination of employment, the Trust will need to process data about you for purposes connected with your employment, including your recruitment and termination of your employment. Processing includes the collection, storage, retrieval, alteration, disclosure or destruction of data.

The kind of data that the Trust will process includes:

- any references obtained during recruitment
- details of terms of employment
- payroll details
- tax and national insurance information
- details of job duties
- details of health and sickness absence records
- details of holiday records
- information about performance
- details of any disciplinary investigations and proceedings
- training records
- contact names and addresses
- correspondence with the Trust and other information that you have given the Trust.

The Trust believes that those records used are consistent with the employment relationship between the Trust and yourself and with the data protection principles. The data the Trust holds will be for management and administrative use only but the Trust may, from time to time, need to disclose some data it holds about you to relevant third parties (e.g. where legally obliged to do so by HM Revenue & Customs or where requested to do so by yourself for the purpose of giving a reference).

In some cases the Trust may hold sensitive data, as defined by the legislation, about you. For example, this could be information about health, racial or ethnic origin, criminal convictions, trade union membership or religious beliefs. This information may be processed not only to meet the Trust's legal responsibilities but, for example, for purposes of personnel management and administration, suitability for employment and to comply with equal opportunity legislation. Since this information is considered sensitive, the processing of which may cause concern or distress, you will be asked to give express consent for this information to be processed, unless the Trust has a specific legal requirement to process such data.

You may, within a period of forty days of your written request or, where applicable, a period of forty days from the payment of the fee, inspect and/or have a copy, subject to the requirements of the legislation, of information in your own personnel file and/or other specified personal data and, if necessary, require corrections should such records be faulty. If you wish to do so you must make a written request to your line Manager. An administration fee of £10 may be required by the Trust.

The Trust is entitled to change the above provisions at any time at its discretion.

## Holidays

The annual holiday entitlement for full time employees is 20 days in the complete holiday year, increasing to 25 days after 5 complete years of continuous service. The additional entitlement will be granted from the start of the next holiday year.

In addition to this you will receive the following bank/public holidays:

New Year's Day\*

Good Friday

Easter Monday

May Day Bank Holiday Monday

Spring Bank Holiday Monday

Late Summer Bank Holiday Monday

Christmas Day\*

Boxing Day\*

\* An alternative day will be recognised where any of these days fall on a Saturday or Sunday where Saturday or Sunday are not part of the normal working week.

You will also be entitled to extra public holidays, the amount and timing of which shall be determined by the Trust in consultation with the staff before the beginning of the holiday year. The timing of extra public holidays may be adjusted from year to year to enable maximum benefit to apply at the time of bank/public holidays.

The holiday year runs from 1<sup>st</sup> January to 31<sup>st</sup> December.

You will accrue annual holidays on the basis of 1/52<sup>nd</sup> of the annual entitlement for each week of service in the holiday year, rounded up to the nearest half day.

Part time employees are entitled to annual holidays on a pro rata basis to the above by comparing their contracted hours of work with a full time working week of 37 hours. In addition part time employees are entitled to bank/public and extra public holidays on a pro rata basis.

Given the nature of the business, it will sometimes be necessary for you to work on bank/public or extra public holidays, and you will receive time off in lieu for those hours worked.

Payment for holidays will be at your normal rate of pay.

Payment for bank/public holidays and extra public holidays will not be made unless both the working day preceding and following the holiday have been worked except where those days have been authorised. However, the Trust will ensure that the statutory minimum holiday entitlement obligations have been met.

Contractual annual holiday entitlement will cease to accrue in cases where you are absent from work for a continuous period in excess of 2 months. However, the Trust will ensure that the statutory minimum holiday entitlement obligations have been met. Accrual will recommence after the completion of 1 calendar month of working.

Taking more than two weeks holiday at any one time should be approved well in advance of the holiday dates required.

All holidays must have prior approval and authorisation. Requests for holidays should be submitted to your Supervisor or line Manager using an Absence Request Form.

Generally at least 2 weeks' notice should be given for a holiday of up to 1 week and 4 weeks' notice for a holiday of 2 weeks.

The Trust will respond to your request as soon as possible. No responsibility will be accepted for monies lost as a consequence of your failure to comply with this procedure.

Where too many employees require the same holiday period, which if granted would impair the efficiency of the business, holidays will be granted on the basis of first request, first granted.

Unused holiday entitlement cannot normally be carried forward into the next holiday year. In exceptional circumstances however, up to 5 days for full time staff (pro rata for part time staff) may be carried forward subject to prior written approval by the Trust Director.

Should you fall sick prior to or during pre-booked annual holidays there is no entitlement to take those holidays on another occasion unless specific permission is obtained.

Employees accrue holiday entitlement during Maternity/Adoption/Paterniyt Leave periods.

Upon termination of your employment, payment will normally be made for all unused holiday entitlement. If you have taken more annual holiday entitlement than you have accrued during the holiday year the balance will be deducted from any outstanding pay. Payment for holidays in these circumstances will be calculated on the basis of 1/52<sup>nd</sup> of the annual entitlement for each complete week of service.

Where termination of your employment is due to gross misconduct or where the full contractual notice period is not served and worked, unused holiday pay will not be paid, apart from any payment required to meet the statutory minimum holiday obligations.

During your notice period, the dates on which some or all of your outstanding holiday entitlement may be taken, should be agreed with your line Manager.

# Sickness

## **NOTIFICATION PROCEDURE**

You are required to telephone the Trust Administration Office as soon as possible on the first day of sickness absence, stating why you are absent and when you expect to return. If your absence continues, you must contact the Trust Administration Office regularly to update on your continuing absence.

Please note that personal contact is required at all times when contacting the Trust. The sending of text messages or email will not be accepted as notification.

You must provide the appropriate certificates as referred to below at the relevant times, and complete any absence recording documentation as required on your return to work.

Failure to notify the Trust as set out will result in the Disciplinary Procedure being used.

## **SELF-CERTIFICATE AND STATEMENT OF FITNESS FOR WORK**

You should produce the following written evidence of absence and ensure that appropriate documents are provided for the whole of your absence.

### **a Self-Certificate**

- for absence of up to and including 7 calendar days; or

### **b Statement of Fitness for Work**

- for absence of more than 7 calendar days; or
- when requested, where more than 3 periods of self-certificated absence occur in any 12 month period (this may have to be obtained at your own expense); or
- for absence before or following an annual or bank/public holiday.

You should forward certificates, statements and any correspondence to The Trust Administration as soon as possible. Failure to do so may result in sick pay being delayed or withheld and action under the Disciplinary Procedure being taken.

In addition where appropriate log into your Simplify account to record absence.

The Trust reserves the right to require you to undertake a medical examination by a medical practitioner and/or specialist of the Trust's choice and/or to seek a report from your Doctor.

Where the Trust wishes to seek a report from your Doctor, you have rights under legislation; a summary of these rights is included later in this Handbook (under 'Access to Medical Reports').

## **STATUTORY SICK PAY**

Statutory Sick Pay (SSP) will be paid when you are absent from work due to sickness, provided that you have complied with the requirements and conditions attached to its payment.

### **When SSP is payable**

SSP cannot be paid for the first 3 days of sickness. Therefore, payment usually starts on the 4<sup>th</sup> day of absence, and continues for as long as you are absent, up to a maximum of 28 weeks in any one period of sickness.

In some cases SSP can be paid when an employee is ill whilst on holiday, including bank/public/extra public holidays. The Trust Administration Office can advise on any such entitlement.

SSP is paid in exactly the same way as normal earnings.

### **When SSP is not payable**

SSP is not payable in certain circumstances, the principal ones being:

- if your average weekly earnings are less than the figure set by the Government for the payment of National Insurance Contributions
- for absence of less than 4 days
- if you have failed to follow the sickness Notification Procedure
- if your employment has terminated
- where Statutory Maternity/Adoption/Paternity Pay is being paid to you
- for days on which you do not normally work (e.g. if you work Monday to Friday and not at weekends, SSP will normally apply to those 5 days only).

The rules on SSP are very complex and you should not hesitate to raise any query you may have with the Trust Administrative Office.

### **OTHER PAYMENT DURING SICKNESS ABSENCE**

In cases where an employee is absent due to sickness, the Trust provides additional benefits, known as Trust Sick Pay over and above any entitlement to Statutory Sick Pay (SSP).

#### **Trust Sick Pay**

Trust Sick Pay is to supplement Statutory Sick Pay and to bring it, for a period (the Full-Pay Period), up to your daily rate for each working day of absence and then, for a similar period (the Half-Pay Period), up to half your normal daily rate for each working day of absence.

If Statutory Sick Pay exceeds either of these amounts in the relevant periods, no Trust Sick Pay will be payable, but you will receive the full amount of Statutory Sick Pay. If Statutory Sick Pay is less than the relevant amount in the relevant period, the difference - either a **Full Pay Supplement**, or a **Half Pay Supplement** - will be paid as Trust Sick Pay.

#### **Calculation of Allowance**

The lengths of the **Full Pay Period** and the **Half Pay Period** are calculated on the day on which any absence begins and are only recalculated after you have returned to work for at least ten consecutive working days.

If during an absence, the Full Pay Period expires, the only entitlement to Trust Sick Pay will arise during the Half Pay Period. If, during an absence, the Half Pay Period expires, there will be no further entitlement to any payment (other than Statutory Sick Pay) from the Trust. Nor will employees regain any entitlement to Trust Sick Pay until they have been back at work for at least 10 consecutive working days. It is only if employees subsequently become sick again that entitlement will be recalculated.

The number of days in the Full Pay Period and the Half Day Period depend, first, on length of service on the day on which absence begins. Secondly, a count is made of the number of days in the twelve months up to that day for which employees have already received a Full Pay Supplement (in the case of the Full Pay Period) or a half pay supplement (in the case of the Half Pay Period). The second figure is taken from the first and the resultant figure gives entitlement for the absence concerned (and for any subsequent absences until you have been back at work for at least 10 consecutive working days).

### **Scale of Allowances**

The following scales apply (allowances are in working days and will be pro rata for part time staff):

during 1<sup>st</sup> year of service – 20 days' full pay, 20 days' half pay

during 2<sup>nd</sup> to 5<sup>th</sup> years of service – 40 days' full pay, 40 days' half pay

after 5 completed years of service – 60 days' full pay, 60 days' half pay

The Trust shall have discretion to extend the period of Trust Sick Pay in exceptional circumstances.

### **Other Conditions**

- all payments made include SSP
- as with SSP, the notification procedure must be followed in order to qualify for payment
- the Trust reserves the right at its discretion at any time to withdraw or amend this benefit if your absence, or that of employees generally, is excessive and to take action under the Disciplinary Procedure where appropriate
- where payable, sickness or industrial injury benefit must be claimed from the appropriate Government Agency and any benefit received must be notified to the Trust; such benefits will be deducted from the above payments
- if you are absent due to sickness during the course of disciplinary proceedings or during investigations into alleged breaches of rules, procedures or contractual obligations you will not be entitled to sickness payment from the Trust (other than SSP)
- if you are absent from work due to injury or illness caused by a third party, any payments made by the Trust as sickness payment will be classed as a loan; this will be repayable to the Trust by you if compensation for loss of earnings is recovered from the third party
- eligibility for sickness payment will not prevent the Trust from terminating your employment prior to the expiry of the above maximum benefits.

The Trust may require you, at any time, to submit to a medical examination by a medical practitioner nominated by the Trust, subject to the provisions of the Access to Medical Reports Act 1998 where applicable. Should you so wish the Trust will nominate a female medical practitioner. Any costs associated with the examination will be met by the Trust. Further information regarding medical reports can be found in the next section.

### **Important**

If you have been absent due to sickness and are found not to have been genuinely ill, you will be subject to action under the Disciplinary Procedure, which could include dismissal.

## **RETURN TO WORK INTERVIEWS**

Having regard to its duty of care to its employees the Trust may complete a return to work interview after any sickness absence. This will ensure that you are fit for work and whether you anticipate any further absence relating to your illness. This will also give you an opportunity to discuss any concerns you may have regarding your illness with your line Manager.

## **Access to Medical Reports**

In certain circumstances it may be necessary for the Trust to obtain a Medical Report from your Doctor / Specialist in order to establish:

- reason for and likely duration of absence
- when you will be able to return to work, and whether the problem will recur
- what, if any, treatment is being prescribed; and
- whether you can carry out all the duties of the job.

This will enable the Trust to plan workloads. It is in the interests of both yourself and the Trust to establish, with the benefit of expert medical opinion, your ability to work. You have certain rights under the Access to Medical Reports Act 1988.

Your Doctor/Specialist cannot submit the report to the Trust without your consent. You may withhold consent to the report being sought or can request to see the report prior to it being forwarded to the Trust.

If you indicate that you wish to see the report in advance, the Trust will inform you when the Doctor/Specialist has been written to; and the Doctor/Specialist also will be notified that you wish to see the report. You then have 21 days to contact the Doctor/Specialist regarding arrangements to see the report.

Should you indicate that you do not wish to see the report before the Trust, you still have the right to write to the Doctor/Specialist, if the report has not been provided to the Trust, and have 21 days to contact the Doctor/Specialist regarding arrangements to see the report. You have the right to ask the Doctor/Specialist for a copy of the report for up to 6 months after it has been supplied. (There may be a charge for this.)

You may ask the Doctor/Specialist to amend any part of the report which you consider to be incorrect or misleading. If the Doctor/Specialist is not in agreement, you may attach a statement of your views with the report. If the Doctor/Specialist thinks that you or others would be harmed by the report, or any part of the report, it can be withheld from you.

No decision will be made that could affect your employment without careful consideration of all the circumstances.

Where the Trust wishes to obtain a medical report, you will be asked for your written consent. Should you withhold such consent, the Trust will take a decision regarding your continuing employment without the benefit of medical opinion.

# Pregnancy and Maternity Rights

You have certain statutory rights if you are pregnant. These are addressed below.

The rules on pregnancy and maternity are very complex and any query should be raised with the Trust.

## **ANTE-NATAL CARE**

You are entitled to reasonable time off work with pay to attend for ante-natal care at appointments made on the advice of a registered medical practitioner, registered midwife or registered health worker. If requested, you must provide a certificate of pregnancy and an appointment card.

## **STATUTORY MATERNITY PAY (SMP)**

If you stop work and meet all of the following conditions you are entitled to receive SMP. You must therefore:

- have been continuously employed for at least 26 weeks ending with the 15<sup>th</sup> week before the Expected Week of Childbirth (EWC)
- have average weekly earnings of not less than the figure set by the Government for the payment of National Insurance contributions
- still be pregnant at the 11<sup>th</sup> week before the EWC or have given birth by that time
- give at least 28 days' notice in writing that you intend to stop work
- provide medical evidence of the EWC.

For the first six weeks SMP is payable at the earnings related rate (equivalent to 90% of earnings) and for the remaining 33 weeks at the statutory rate as set by the Government, (or 90% of average weekly earnings if this is less than the standard rate).

## **MATERNITY LEAVE**

If you stop work no earlier than the 11<sup>th</sup> week before the EWC, and you meet the following conditions, you are entitled to 52 weeks' maternity leave. To comply you must:

- notify the Trust in writing as soon as possible or by the 15<sup>th</sup> week before the EWC unless that is not reasonably practicable, of the following:
  - that you are pregnant (preferably by submitting a MAT B1 form);
  - the EWC;
  - the date on which you intend your ordinary maternity leave to start; and
  - if requested, provide medical evidence of the EWC.

The Trust will confirm to you in writing the date upon which your 52 week maternity leave period will end.

You are legally prohibited from working during the two weeks immediately after the birth, four weeks if you are a factory worker; this is known as the "compulsory maternity leave period" and is considered part of the maternity leave period.

If you give birth before your intended maternity leave start date, your maternity leave will start automatically on the day after the birth of the child.

During the 52 weeks' maternity leave period all contractual benefits except for your pay will be maintained as if you were not absent.

If you wish to return to work before the end of the 52 week period of maternity leave you must give at least 8 weeks' notice of your intended date of return.

If you decide to return to work early and this is at the end of the first 26 week period known as "ordinary maternity leave" you are entitled to return to the job you were in before your absence. If you return to work either during or at the end of the second period of 26 weeks' known as "additional maternity leave", you may be able to return to your original job (or another job which is suitable and appropriate).

### **KEEPING IN TOUCH DAYS**

During maternity leave the Trust may offer to you the opportunity of taking up to 10 'Keeping in Touch Days'. These are days when you may work for the Trust without bringing your maternity leave to an end. Work can be any work under your Contract of Employment and may include any training or activity undertaken with the purpose of keeping in touch in the workplace. Any payment for these days will depend on the type of work, training or activity and will be agreed between you and the Trust.

The above information is given for guidance purposes only and confers no extra rights to you beyond those provided by statute.

## **Other Absence**

### **APPOINTMENTS**

You are normally expected to ensure that appointments to visit the doctor, dentist, hospital, etc. are made in your own time and outside normal working hours. In the event that this is not reasonably practicable, time off work will be permitted to attend such appointments providing that the appointment is substantiated with an appointment card (if requested) and the timing of the appointment causes as little disruption as possible i.e. at the beginning or end of the working day.

Payment will be made for all approved time off.

### **BEREAVEMENT LEAVE**

In the event of the death or funeral of a relative, civil partner or close friend, you may be granted appropriate time off work and payment at the discretion of the Trust after careful and sympathetic consideration has been given to the circumstances surrounding each bereavement.

Time off work will be granted in accordance with the following provision:

Up to 3 days of paid leave for immediate family defined as wife, husband, partner, civil partner, mother, father, son, daughter, brother, sister, grandparent or grandchild.

1 day of leave either paid or unpaid at the discretion of the Trust Director, for other relatives, close friends or work colleagues.

### **COMPASSIONATE LEAVE**

Compassionate leave may be given in exceptional circumstances. This will normally be limited to 5 days paid or unpaid leave, at the discretion of the Trust Director.

# Statutory Time Off

## **PARENTAL LEAVE**

You may be entitled to unpaid parental leave as follows if you:

- **are a parent of a child born or placed for adoption on or after 15<sup>th</sup> December 1999.**

If you have 1 year's service with the Trust you are entitled to up to 13 weeks' leave for the purpose of caring for a child. This entitlement must be exercised within 5 years of the birth or adoption of the child; in the case of adoption, the entitlement will not apply past the child's 18<sup>th</sup> birthday, or

- **are the parent of a child entitled to a disability living allowance.**

If you have 1 year's service with the Trust you are entitled to up to 18 weeks' leave for the purpose of caring for the child up to the child's 18<sup>th</sup> birthday.

Leave must be taken in a minimum of 1 week blocks (except for where a child is disabled then leave may be taken as single days or multiples of 1 day) and is limited to a maximum of 4 weeks in any year for each child.

At least 21 days' notice must be provided and leave may be postponed apart from leave taken immediately after the birth or adoption, depending on the needs of the Trust.

The above information is given for guidance purposes only and confers no extra rights to you beyond those provided by statute.

## **PATERNITY LEAVE/PAY**

If you are eligible you may be entitled to choose to take either one week or two consecutive weeks' paternity leave (not odd days) if you:

- have been continuously employed for at least 26 weeks by the 15<sup>th</sup> week before the Expected Week of Childbirth (EWC) or by the week in which an Approved Adoption Agency matches you with a child;
- have given notice of your intention to take the leave in or before the 15<sup>th</sup> week before the EWC specifying the EWC, length of period you have chosen to take and the date you have chosen the leave to begin; and
- take the leave within 56 days after the birth (or the date on which the child is placed for adoption) or if the child is born early, within a period from the actual date of birth up to 56 days after the first day of the expected week of birth.

You will be paid for this leave at the statutory rate or 90% of your average weekly earnings if this is less.

If you meet the qualifying criteria and notice requirements you may also be entitled to take up to 26 continuous weeks' of Additional Paternity Leave.

Any period of APL which falls within the paid maternity period will qualify for the remainder of the mothers SMP/SAP/SMA, which will be paid to the father/mother's partner as additional statutory paternity pay.

The above information is given for guidance purposes only and confers no extra rights to you beyond those provided by statute.

## **ADOPTION LEAVE/PAY**

If you are adopting a child and you meet certain qualifying conditions you have the right to take 52 weeks' adoption leave. Statutory Adoption Pay is payable for up to 39 weeks at the statutory rate or 90% of your average weekly earnings if this is less.

The above information is given for guidance purposes only and confers no extra rights to you beyond those provided by statute.

## **KEEPING IN TOUCH DAYS**

During adoption leave and additional paternity leave the Trust may offer you the opportunity of taking up to 10 'Keeping in Touch Days'. These are days when you may work for the Trust without bringing your maternity leave, adoption leave or additional paternity leave to an end. Work can be any work under your Contract of Employment and may include any training or activity undertaken with the purpose of keeping in touch in the workplace. Any payment for these days will depend on the type of work, training or activity and will be agreed between you and the Trust.

## **FAMILY EMERGENCIES**

You are entitled to reasonable time off, without pay, for urgent incidents of real need involving a dependant, who is a member of your immediate family or someone who reasonably relies on you for help when they are ill or injured or for making arrangements for them to be cared for in the event of illness or injury.

The entitlement to time off in such circumstances is limited to what is reasonable for you to deal with the immediate problem and sort out any longer term arrangements.

If you are unable to attend work due to unforeseen family circumstances such as the death of a dependant, breakdown of childcare arrangements or illness of a dependant, you may be entitled to reasonable time off work.

## **FLEXIBLE WORKING**

## **N.B. VICARIOUS LIABILITY**

Providing you qualify and have caring responsibilities, you are entitled to request a flexible working arrangement, on a permanent basis, in terms of changes to hours, location and pattern of work, to enable you to care for a child or adult.

To make an application you must be an employee with 26 weeks' service and have not made an application for flexible working during the last 12 months.

To make an application for flexible working if you care for a child who is aged under 16, or if disabled, aged under 18, you need to be either the mother, father, civil partner, partner or spouse of the child's mother or father, adopter, guardian, special guardian (as appointed under the Children Act), foster parent or private foster carer and have responsibility for the upbringing of the child.

To be entitled to make a request for a contract variation to care for an adult (aged 18 or over) who is in need of care, you must be caring for or expect to care for a spouse, partner, civil partner or relative. If the person does not fall into one of these categories, the adult in need of care has to live at the same address as the carer.

Partner means the other member of a couple, living together as if they were man and wife, or of a same sex couple living together as if they were civil partners.

All requests for flexible working will be seriously considered, but there is no automatic right to be granted a request. The request must be made in writing specifying that it is for this purpose, what flexible pattern you are proposing, detailing how you think any adverse effect on the Trust can be dealt with and how you meet the eligibility criteria. You should be aware that if the Trust accepts your proposal, this will normally mean a permanent change to terms and conditions. There is no statutory right to revert to the original working arrangements.

Any such request or further information on the procedure should be made to your immediate line Manager in the first instance.

You also have a right of appeal against a decision to refuse your request.

You are also entitled to be accompanied at any meeting or appeal hearing by a companion who must be a fellow worker employed by the same employer.

## **JURY SERVICE**

You are entitled to time off work to fulfil your obligations with regard to Jury Service. In the event of you being summoned to attend for Jury Service, you must notify management immediately on receipt of the Jury Summons, giving details of the dates you are required to attend Court.

You may be requested to apply to the Court for your Jury Service to be either postponed or delayed if it is considered that your absence will cause substantial injury to the business. A failure or refusal to make a request when requested will lead to action being taken under the Disciplinary Procedure, which may include dismissal.

If you are retained on Jury Service for a prolonged period, you have an obligation to notify the Trust and must keep in regular contact throughout. You must return to normal working immediately following your release from Jury duties.

You are reminded to ensure that an expenses claim is submitted to the Court in accordance with the available allowances for travelling, subsistence and your financial loss.

Although the Trust is not legally obliged to pay you for this time off, the Trust will pay the difference between the allowances claimed from the Court and basic earnings for a maximum period of 10 working days.

## **PUBLIC DUTIES**

You are entitled to reasonable time off during working hours to perform the duties associated with certain positions, such as Justices of the Peace, members of a local authority, statutory tribunal or police authority.

You are not, however, entitled to payment for this time.

## **Expenses**

The Trust will reimburse you for approved expenses wholly and necessarily incurred in the course of your work.

It is not the purpose of payment for expenses to provide you with an incentive or reward for non-standard duties. The amount of any payment for expenses will be the additional costs incurred as a result of you undertaking a work assignment.

Expenses will be paid in accordance with the regulations and interpretation of HM Revenue & Customs or suspended if necessary at its instruction.

Any special ad hoc arrangements made to suit particular circumstances will not be considered to set any form of precedent.

You will be entitled to claim the following providing they are reasonable, and the appropriate documentation has been completed and supporting receipts (including VAT receipts) submitted:

- **Cars** - mileage at the rate notified and all necessary parking charges and unavoidable tolls. (You are responsible for any fines or penalties incurred except in circumstances where you could not have been expected to have been aware of the cause of the fine or penalty).
- **Trains** - standard class fare.
- **Accommodation** - cost of room and all necessary meals and reasonable drinks.
- **Meals** - as necessary and to a reasonable standard whilst on authorised business.

You are expected to use the most cost effective transport, methods and routes when travelling to carry out your duties.

### **WARNING**

Payment of your expense claims will be delayed or withheld if not properly substantiated. **Fraudulent claims will result in your dismissal.**

## Computers

### **DATA PROTECTION**

The Data Protection Act 1998 is concerned with the processing of computerised and manual information about living individuals (personal data) and gives rights of access to the individuals who are the subject of that information. Further, the Act places certain obligations on the Trust's data user, in respect of the personal information it processes or causes to be processed on its behalf by third parties.

A data user must notify the Information Commissioner unless covered by the exclusions in the Act. Thus, the Trust must complete a notification covering all personal data presently held, specifying:

- a general description of security measures
- the purposes for which the data is used
- a description of the data and the data subjects
- the sources and disclosures applicable to the information comprising the data; and
- the countries outside the European Economic Area to which the data is transferred (overseas transfers).

Notification has to be updated as and when changes occur in any of the 'registrable particulars'. The holding and processing of unnotified data, which is covered by the Act, is a criminal offence and is subject to unlimited fines. The Trust, therefore, must operate within the terms of its notification.

You must:

- not access, process or disclose any personal data other than is necessary, within the terms of the Trust's notification, to carry out the role for which you are employed; and
- understand that any change in 'purposes, description, sources, disclosures, overseas transfers' of the personal data under your control may require an amendment to what has been notified.

### **INFORMATION SECURITY**

You must take the appropriate steps to guard against unauthorised access to, alteration, accidental loss, disclosure or destruction of data.

Under no circumstances should you divulge your password to anyone else nor should you gain access or attempt to gain access to information stored electronically which is beyond the scope of your authorised access level.

### **MONITORING OF ELECTRONIC MAIL AND THE INTERNET**

You must not use the Trust's email or internet system for personal use unless notified otherwise by Management.

**The Trust reserves the absolute right to monitor employees' use of e-mail and/or internet.**

### **ELECTRONIC MAIL AND THE INTERNET**

Misuse of the e-mail/Internet can expose the Trust to significant risk. Therefore, you must only use e-mail and access the internet on authorised and recognised business. Care must be taken when attaching documents to ensure there is no infringement of copyright and you must not disclose confidential information.

You must not send or download defamatory, offensive or pornographic e-mail.

Copies of e-mail should be retained where appropriate (as e-mail is a form of documentation which could be 'discoverable' in legal proceedings).

You are reminded that e-mail is not 'private' and the Trust reserves the right to access e-mail and audit the use of the system.

The Trust's system is solely for the conduct of the Trust's business.

You must familiarise yourself with and follow the Trust's current operating procedures.

E-Mail communications should be treated in the same manner as standard business communications such as a letter or fax.

The system must not be used for the distribution of, or access to, materials that are harassing, intimidating, abusive, offensive, or pornographic. Downloading or transferring of any such material from the Internet is forbidden.

Access to Internet sites via the Trust's computer system which does not readily relate to your job should be approved by Management.

The Trust owns, is responsible for, and has a right to review all e-mails and communications generated using the Trust's system.

A breach of the E-mail and Internet policy will result in action under the Disciplinary Procedure which may include dismissal.

## **COMPUTER SOFTWARE**

Because of potential virus infection and consequent damage to the business, you must not load any software into any computer via any source, including memory sticks, flash drives, pen drives, or any portable memory devices, without the prior approval of management. Approval will only be given after virus checking.

Virus protection software is maintained and periodically updated.

It is mandatory that you re-boot your P.C. daily with the anti virus software to ensure that no viruses are present.

Under no circumstances must you load games or free issue software onto Trust equipment.

If a specific application programme is necessary for your work, then it will be purchased by the Trust for your use.

You must not make 'pirate' copies of Trust owned software for use by other persons either inside or outside the Trust. This not only breaks Trust rules, it is an illegal practice.

**Failure to comply with any procedure will result in a disciplinary warning or dismissal, depending on the circumstances.**

## **Information for Drivers of Trust Vehicles and Employees' Own Vehicles**

### **VEHICLES OWNED, LEASED OR HIRED BY THE TRUST**

Employees are reminded that the vehicle in their possession is an expensive piece of equipment and in order to safeguard it and to ensure it is used correctly, the following procedures must be adhered to at all times.

The Trust accepts responsibility for ensuring that any vehicles provided by the Trust for its employees' use are taxed, insured, hold a current MOT certificate where necessary and, as far as can be determined through regular servicing and the Trust's routine monthly checks are in a good roadworthy condition.

It is the responsibility of the Trust's Administration Office to ensure that all vehicles are serviced in accordance with the Trust's policy and/or manufacturers'/lessors'/hirers' recommendations. Services will be arranged on time and the service record completed and stamped by the garage carrying out the work.

You and any passengers must wear seatbelts at all times when the vehicle is in motion. Fines for not wearing a seatbelt will be your responsibility.

You have a duty of care to complete the Drivers' Log in the vehicle on a daily basis to record who is driving the vehicle at any particular time. Failure to complete the Drivers' Log accurately could lead to action under the Disciplinary Procedure.

### **Authorised Drivers and Driver Authorisation**

No-one may drive a vehicle owned, leased or hired by the Trust unless they are an AUTHORISED DRIVER. A Driver Authorisation Form must be completed, signed by the driver and an Authorising Officer, and be held on file in the Trust's Administration Office.

The Authorising Officers are the Section Heads and any other persons empowered from time to time by the Trust Director to authorise drivers. The Authorising Officer must act in accordance with the separate instructions for Authorising Drivers. The Authorising Officer is responsible for controlling the completion of Driver Authorisation Forms and ensuring their return to the Trust Office.

Authorisation may only be issued on production of a current and clean driving licence. No authorisation must be given for an endorsed license without reference to the Trust Director and if necessary to the Trust's insurers. It is the duty of an authorised driver to inform the Trust immediately of any impending endorsements to the driving licence.

Drivers under the age of 21 or with less than 12 months full driving licence must not be authorised. Authorisation must not be given to drive any transit-type vehicle/mini-bus to any driver under 25 or any driver over 25 with less than 12 month's full driving licence.

Driver authorisation is restricted to the vehicles listed on the Authorisation Form. When additional or replacement vehicles are acquired by the Trust, permission to drive these must be obtained from an Authorising Officer and entered on the Authorisation Form.

Newly-authorized drivers must not drive Trust vehicles without prior instruction from an Authorising Officer in the driving of the vehicle and in its layout and controls.

Authority for using the vehicle for towing must be specifically obtained from an Authorising Officer and registered in the Authorisation Form.

### **Vehicle Usage**

Vehicles must be booked in advance through the Trust Administration Office.

Vehicles must be parked overnight in the Trust's designated car park, unless specific permission has been obtained from an Authorising Officer. The use of Trust vehicles outside normal working hours, i.e. evenings and weekends, must be similarly authorised.

Vehicle users must ensure that the vehicle is kept clean and tidy at all times. Any dents, scratches or other damage caused to the interior or exterior must be reported to the Trust Administration Office as soon as practicable.

You are personally responsible for the payment of any fine or fixed penalty incurred whilst in charge of the vehicle. Any conviction for driving offences, any driving endorsements and any fines incurred must be reported immediately as this may affect the Trust's insurance.

Where you are responsible for any damage or loss to the vehicle deliberately, the Trust reserves the right to insist on you rectifying the damage at your own expense or paying the excess part of any claim on the insurers.

Any fines incurred must be reported to the Trust Administration Office as soon as practicable. You will be responsible for any fines incurred, except where you could not reasonably have been expected to have been aware of, or unable to avoid the cause of such fine or penalty. If these sums remain unpaid the appropriate deductions will be made from your pay in such circumstances.

The driver of the vehicle is responsible **by law** for checking the vehicle. It is illegal to drive a vehicle which is not roadworthy in any of the following respects: tyre pressure and condition, lights/indicators, horn/wipers/washers, brake fluid level. Drivers must check these aspects before commencement of journeys and, in addition, oil, water and fuel levels.

The fuel tank must be topped up to full before returning the vehicle to the Trust Offices.

Do not drive the vehicle if it develops a mechanical fault. Some vehicles may be subject to specific contract arrangements and special permission for repair. Any special arrangements will be listed in the rules and procedures kept in each vehicle. If in doubt in the event of a breakdown, contact the Trust Administration Office.

The consumption of alcohol or drugs before or during the course of driving is strictly prohibited, save for prescription drugs free of warning about their use before driving. Infringement of this rule may result in your dismissal.

You shall refuse to be a passenger in any vehicle owned, leased or hired by the Trust prior to, during or after working hours if the driver is, or can reasonably be believed to be under the influence of alcohol or drugs.

Unauthorised passengers must not be carried in vehicles, nor must vehicles be used for private use without permission.

The person in charge of the vehicle must ensure that the vehicle is locked and all security devices are engaged when the vehicle is left unattended and that all valuables are kept out of sight.

The vehicle driver must ensure that any goods carried in the vehicle or trailer are properly secured. Goods and equipment not belonging to the Trust and in excess of £500 in value must not be carried unless specifically insured. Some personal possessions (such as cameras, cash) will be subject to restrictions imposed on the Trust's insurers: Staff should check the position with the Trust's Administration Officer.

Any employee who is considered to have acted carelessly or recklessly in the use of the vehicle will be subject to action under the Disciplinary Procedure.

Any and every accident or incident in which a vehicle in your charge becomes involved, regardless of fault and whatever persons or property are affected, must be reported as soon as practicable to the Trust Administration Office.

In the event of you being prosecuted or convicted of a driving offence which results in disqualification for any period and the holding of a licence is an essential requirement of the job, this may result in your dismissal.

No Smoking is allowed in any Trust vehicle.

You will need to produce your driving licence each year, or as otherwise requested, so that a copy can be kept on file for insurance purposes.

### **Vehicle Records**

Each vehicle must contain the following documents:

- The Driver's Handbook published by the manufacturer
- Contract Lease Trust's Handbook (where applicable)
- Shortform Rules and Procedures for Use of Trust Vehicles
- Insurance Documentation
- The Vehicle Log Sheet
- Bump Card

You have a duty of care to complete the vehicle Log Sheet after each journey and return this to the Trust Administration Office. Failure to complete the vehicle Log Sheet accurately could lead to action under the Disciplinary Procedure.

## **First Aid**

Every Trust Vehicle must carry a complete First Aid Box. You must notify the Administrative Officer of anything used so that items can be replaced.

## **Disciplinary Action**

The unauthorised driving of any Trust vehicle and/or failure to observe the rules and procedures for vehicle usage will result in action under the Disciplinary Procedure which could include dismissal.

## **USE OF EMPLOYEES' OWN VEHICLES**

When no Trust vehicle is available, or it is impractical to use a Trust vehicle, you may use your own vehicle on Trust business, subject to prior approval by your line Manager.

Employees using their own vehicles must be in possession of a valid driver's licence and be able to produce evidence that the vehicle is covered by a current MOT certificate. A copy of the MOT certificate is required on an annual basis for administrative purposes.

Employees using their own vehicle on Trust business must carry appropriate insurance. A current copy of the Insurance Schedule is required for administrative purposes.

A mileage allowance will be payable at a rate or rates notified by the Trust from time to time and in accordance with procedures determined by the Trust.

This section should be read in conjunction with the Expenses and Mobile Phone Policies.

# **Mobile Telephones**

## **DRIVING**

You must ensure that you have proper control of any vehicle that you are driving at all times.

The Trust supports the police and other Trusts interested in improving road safety, who regard the use of mobile phones whilst driving as being a dangerous practice. If you are caught using your mobile phone, you are now liable to prosecution. Consequently, we ask you not to make or answer calls whilst driving (even where a "hands free" kit has been fitted to the vehicle) but instead pull over when safe to do so. If you receive a call whilst driving and cannot immediately stop safely to take it, you should allow your phone's message facility to record the caller's message, accessing it when you next stop driving.

You are responsible for payment of any fines or penalties incurred as a result of being caught misusing the mobile phone.

You are also personally responsible for the payment of any fine or fixed penalty incurred whilst in charge of the vehicle. Any conviction for driving offences, any driving endorsements and any fines incurred must be reported immediately as this may affect the Trust's insurance.

You should note carefully that a breach of the Trust's rule on the use of a mobile phone whilst driving will render you liable to action under the Disciplinary Procedure, up to and including dismissal dependent upon the circumstances.

## **ANTI-HARASSMENT**

You must be aware that certain operations that may be performed on mobile phones may breach Trust rules and procedures. You must understand that the sending of text messages or digital images that are or could be deemed offensive is strictly prohibited.

The photographing or filming of fellow employees, customers, clients, visitors or any member of the public without their consent may breach an individual's right to privacy and could in certain circumstances constitute harassment.

It is against the principles of this Trust for any person to be harassed in such way, and will not be tolerated. Any instance that comes to the Trust's attention will be investigated. Should you be found to have used a mobile phone in such a way you will be subject to the Disciplinary Procedure, which could include dismissal.

If you feel that you have been a victim of this form of harassment, you should bring this to the attention of management immediately.

## **Alcohol and Substance Abuse**

Alcohol and substance misuse can have a detrimental effect upon your health, and can adversely influence your work performance and your relationships with colleagues and customers. It can result in reduced efficiency and increased absenteeism.

The Trust has a duty towards and is concerned about the health and welfare of all employees. It is therefore Trust policy to:

- promote a responsible attitude to the consumption of alcohol amongst employees
- offer assistance to those employees who require it
- treat alcohol and substance abuse as a health problem and arrange for employees to seek professional assistance.

The Trust will treat any absence due to alcohol and substance abuse in the same way as sickness absence on condition that you obtain professional treatment and maintain regular contact with the appropriate Occupational Health Department.

The Trust will treat all relevant discussions in strict confidence.

If inadequate work performance or unacceptable behaviour, including poor work relationships, occur or persist, the matter may be dealt with under the Trust's Disciplinary Procedure. Careful consideration will be given if you have acknowledged the existence of a problem and/or have agreed to obtain medical help for the condition. However, any incident, which amounts to gross misconduct, would be considered a dismissible offence. If you fail to complete a prescribed course of treatment or have a relapse following treatment, the matter may be dealt with under the Trust's Disciplinary Procedure.

# Grievance Procedure

This procedure applies to all employees of the Trust, including those on part-time or fixed term contracts and must be set out in writing.

## **GENERAL**

A grievance procedure provides a means by which you can raise grievances relating to your employment with the Trust.

The procedure specifies the stages that should be followed in strict chronological sequence. The purpose of this is to emphasise that grievances should be resolved as near to their source as possible and the procedure specifies that you should raise the matter with your immediate Supervisor/line Manager in the first instance. To ensure that grievances are dealt with quickly it also sets out time limits which, while they may be varied by mutual agreement, should normally be adhered to.

You may be accompanied by a fellow employee or accredited trade union official as advisor or representative at any stage in the procedure. Since Prospect trade union is formally recognised by the Trust, it is recommended that if you wish to be accompanied by a trade union official, then an official from the recognised trade union should be chosen.

Broadly, a grievance may be raised in writing about any matter concerning work or conditions of service, although the following matters would normally be excluded;

- a Discipline and dismissal, where a separate appeal procedure exists;
- b Statutory deductions from pay, e.g., income tax, national insurance and superannuation.

If the grievance concerns an alteration in working arrangements affecting you, the status quo shall prevail until this procedure has been followed to its conclusion, except where it is mutually agreed that this is not practicable.

## **STAGES OF THE GRIEVANCE PROCEDURE**

### **Stage 1**

You have the right to raise a grievance informally with your line Manager in the first instance (or your immediate Supervisor during field operations), which relates to your service or working conditions. Your line Manager or Supervisor should respond as soon as possible, and in any case within five working days. A meeting will be held to enable you to give full details.

### **Stage 2**

If, having concluded Stage 1, you wish to appeal you should refer the grievance, in writing, to the next senior level of line management. The person then dealing with the complaint should, within 10 working days, hold an appeal meeting with you (and your line Manager where appropriate). Where such a meeting is held, you will be notified in writing, within a further period of 5 working days, of the decision resulting from the meeting.

### **Stage 3**

If the grievance continues to be unresolved, you should forward it to the next level of line management or to the Trust Chairman as indicated in the **Notes** below. The grievance must be forwarded in writing within 10 working days of receipt of the response to Stage 1 of the procedure, giving full particulars and stating what remedy you are seeking. At least one copy of the written notification of the grievance should be kept by you. The person (or persons) dealing with the grievance will consider the grievance at a hearing, to take place within 10 working days of notification by the employee.

If you so wish you are entitled to appear at the hearing in person and may be accompanied by a fellow employee or an accredited trade union official as advisor or official. Since Prospect trade union is formally recognised by the Trust, it is recommended that if you wish to be accompanied by a trade union official, then an official from the recognised trade union should be chosen. The hearing should take the form of a statement by or on behalf of the appellant and by the line Manager who dealt with the initial complaint, in that order, and they shall answer any questions put by the person conducting the hearing and by each other. Within 5 working days of the meeting the person conducting the hearing shall inform you in writing of the decision(s) made.

The matter will end after this stage.

#### **Notes**

The parties may by mutual agreement modify the time limits referred to in this procedure.

The parties may by mutual agreement resolve a grievance by means other than this procedure if they so wish.

It is important that the time limits set out in this procedure should be adhered to whenever it is feasible to do so. Therefore, when by management default a response is not made to a grievance within the specified time, and unless the time limit has been varied by agreement, you will be entitled to have the grievance referred to the next stage in the procedure.

Where the source of the grievance lies with your line Manager (or immediate Supervisor during field operations) the grievance should be submitted in the first instance in writing, to the next-senior level in the Trust's management structure, and should proceed through subsequent stages from that level.

Where this procedure involves reference to a level above that of Trust Director, the matter will be considered first by the Trust Chairman and secondly (if need be) by a panel of two Trustees, nominated by the Trustees without participation by the Trust Chairman.

Where a collective grievance/dispute arises it is important to raise the issue in writing with the appropriate line Manager as soon as possible to allow the matter to be resolved without delay.

When such action does not bring a solution then a representative of the employees involved will be nominated and should proceed using the above grievance procedure as a guide but amended to suit the circumstances of the dispute/grievance.

# Equal Opportunity

You need to be aware that the Trust is committed to the principle of equal opportunity in employment.

Accordingly, management will ensure that recruitment, selection, training, development and promotion procedures result in no job applicant or employee receiving less favourable treatment because of a protected characteristic i.e. race, colour, nationality, ethnic or national origin, religion or belief, disability, trade union membership or non-membership, sex, sexual orientation, pregnancy and maternity, gender reassignment, marriage/civil partnership, age, or on the basis of being a part-time or fixed term worker. The Trust's objective is to ensure that individuals are selected, promoted and otherwise treated solely on the basis of their relevant aptitudes, skills and abilities.

Management has the primary responsibility for successfully meeting these objectives by:

- not discriminating in the course of employment against employees or job applicants
- not inducing or attempting to induce others to practise unlawful discrimination; and
- bringing to the attention of employees that they will be subject to action under the Disciplinary Procedure for discrimination of any kind.

You can contribute by:

- not discriminating against fellow employees, customers, clients, suppliers or members of the public with whom you come into contact during the course of your duties
- not inducing or attempting to induce others to practise unlawful discrimination; and
- reporting any discriminatory action to the Trust Director.

The successful achievement of these objectives necessitates a contribution from everyone and you have an obligation to report any act of discrimination known to you.

If you consider that you are a victim of unlawful discrimination you may raise the issue through the Grievance Procedure.

# Positive Work Environment Policy

## **STATEMENT OF THE POLICY**

The Trust is committed to creating a harmonious working environment, which is free from harassment and bullying and in which every employee is treated with respect and dignity.

It is committed to ensuring that individuals do not feel apprehensive because of their religious belief, gender, marital/civil partnership status, sexual orientation, race, age, disability or as a result of being subjected to any inappropriate behaviour.

Harassment and bullying are unacceptable behaviour at work and will be treated as misconduct, which may include gross misconduct warranting dismissal. All employees must comply with this policy.

## **DEFINITION OF HARASSMENT**

Harassment is unwanted conduct that violates a person's dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment for them.

Harassment may take many forms. It can range from extreme forms such as violence to less obvious actions such as persistently ignoring someone at work. The following, though not an exhaustive list, may constitute harassment:

- physical contact ranging from touching to serious assault
- verbal and written harassment through jokes, offensive language, gossip and slander, letters
- isolation or non-cooperation at work, exclusion from social activities
- intrusion by pestering, spying, following etc.

## **DEFINITION OF WORKPLACE BULLYING**

Workplace bullying is repeated inappropriate, offensive behaviour, which is often an abuse of power or position. It can be direct or indirect, either verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment, which could reasonably be regarded as undermining the individual's right to dignity at work.

The following examples may constitute bullying:

- threats, abuse, teasing, gossip and practical jokes
- humiliation and ridicule either in private, at meetings or in front of customers/clients
- name calling, insults, devaluing with reference to age, physical appearance
- setting impossible deadlines
- imposing excessive workloads
- making unjustified criticisms
- excessive monitoring
- removing responsibilities
- allocating menial and pointless tasks
- withholding information
- refusing requests for leave, holiday or training.

It should be noted that it is the impact of the behaviour which is relevant and not the motive or intent behind it.

## **YOUR RESPONSIBILITIES**

All employees have a responsibility to help create and maintain a working environment that respects the dignity of employees. You should be aware of the serious and genuine problems, which harassment and bullying can cause, ensure that your behaviour is beyond question and could not be considered in any way to be harassment or bullying. You should discourage such behaviour by making it clear that you find it unacceptable and by supporting colleagues if they are experiencing harassment or bullying and are considering making a complaint. You should alert a Manager or Supervisor to any incidents to enable the Trust to deal with the matter.

## **MANAGERIAL RESPONSIBILITY**

Managers and supervisors have a responsibility to ensure that harassment or bullying does not occur in work areas for which they are responsible.

Managers also have a responsibility to explain the Trust's policy to their staff and take steps to promote it positively. They will be responsive and supportive to any member of staff who makes a complaint, provide full and clear advice on the procedure to be adopted, maintain confidentiality in all cases and ensure that there is no further problem or any victimisation after a complaint has been resolved.

The Trust will provide training to ensure that all Managers, supervisors and other staff are fully aware of this policy and the procedures for dealing with harassment and bullying.

## **PROCEDURE FOR DEALING WITH ALLEGED HARASSMENT OR BULLYING**

If you believe that you have been the subject of harassment or bullying, you should, in the first instance, ask the person responsible to stop the behaviour, as it is unacceptable to you. Person to person reproof at an early stage will often be sufficient to stop the behaviour.

You should report the incident to a Manager or Supervisor as soon as possible to enable the Trust to deal with the matter.

If you decide to make a formal complaint you should do so through the Grievance Procedure as soon as possible after the incident has occurred. All complaints will be handled in a timely and confidential manner. You will be guaranteed a fair and impartial hearing and the matter will be investigated thoroughly. If the investigation reveals that your complaint is valid, prompt attention and action designed to stop the behaviour immediately and prevent its recurrence will be taken. In such circumstances, if relocation proves necessary, every effort will be made to relocate the harasser or bully rather than you as the victim; however, the Trust will endeavour to relocate you if this is your preference.

You will be protected from intimidation, victimisation or discrimination for filing a complaint or assisting in an investigation. Retaliating against an employee for complaining about harassment or bullying is a disciplinary offence.

Whilst this procedure is designed to assist genuine victims of harassment or bullying, you should be aware that if you raise complaints, which are proven to be deliberately vexatious, you will become subject to proceedings under the Disciplinary Procedure.

## **Health and Safety**

The Trust aims to carry out all its activities in a manner that provides for the health, safety and wellbeing of its employees and all others affected by its activities, so far as is reasonably practicable. If you become aware of any potential hazard or unsafe working conditions, you should have no hesitation raising them with the Trust.

You are required to take all reasonable steps to safeguard your health and safety, and that of any other person who may be affected by your actions, and to observe at all times published safety and fire rules and procedures.

You must report to management and enter into the Accident Book all accidents, no matter how small.

The Trust will endeavour to comply with all relevant legislation and guidance related to health and safety.

The Trust has adopted the *Health and Safety in Field Archaeology* manual (SCAUM 1997 and later updates) as its safety manual for the activities which this covers.

Employees should refer to the Trust's Health and Safety Rules for details of the Trust's Health and Safety Policy and Procedures. Copies of the Rules and the SCAUM Manual are available in the Trust Administration Office.

## Smoke-Free Workplace Policy

It is the Trust's policy that all of its workplaces are smoke-free and that you have the right to work in a smoke-free environment.

Smoking is prohibited throughout the entire workplace with no exceptions. This includes the Trust's vehicles.

The Trust will inform employees if provisions have been made for smoking and where designated smoking areas can be located.

Where areas have been designated, it is your responsibility to ensure that all cigarettes and cigarette ends are properly extinguished and the area is kept clean and tidy at all times. Smoking will be restricted to official break times only.

Failure to adhere to this policy will result in formal disciplinary action being taken against you, as set out in the Trust's Disciplinary Procedures.

You should be aware that enforcement authorities can issue penalties and fines if you are found guilty of smoking in a smoke-free place. You will be personally liable for any fine or fixed penalty imposed for non-compliance.

## Trade Union Membership – All Staff

It is the policy of the Trust to communicate directly with its employees. However, although the Trust formally recognises Prospect Trade Union, it also acknowledges that you may join any trade union of your choice, or not join a trade union.

If you are not already a member of a trade union and subsequently wish to join, the Trust would recommend that you join Prospect Trade Union, since any other union is not recognised by the Trust for negotiation and bargaining purposes.

However, you have the right to be accompanied by a fellow employee or an accredited trade union official at a grievance meeting or a meeting under the Disciplinary Procedure.

## Rules and Procedures

This section should be read in conjunction with your Statement of Main Terms of Employment, the Trust's rules and procedures as set out in the Employee Handbook, and any additional rules and procedures notified to employees and currently in force.

Rules and the Disciplinary Procedures are necessary for promoting fairness and order in the treatment of individuals and in the conduct of industrial relations. They also assist and help Trusts to co-operate effectively. Rules set standards of conduct at work; procedures help to ensure that standards are adhered to, and also provide a fair method of dealing with alleged failures to observe them.

It is your duty to observe the following general rules and to behave in a reasonable way towards fellow employees, the Trust, its visitors and clients, and the general public.

It is your responsibility to familiarise yourself with the following rules and procedures. Any breaches will result in action being taken in accordance with the Disciplinary Procedure. If you have any concerns or require clarification on any issue(s), please raise them with management.

The Trust may need to change the rules from time to time and any such changes will be notified to you as appropriate.

### **GENERAL RULES (This list is not exhaustive and may be added to or revised from time to time)**

You must conduct yourself and perform your work at all times in a manner that is in the interests of the Trust. Any conduct detrimental to its interests or its relations with any third party, or damaging to its public image, shall be considered to be a breach of the Trust's rules.

You have an obligation to ensure that you do not act in a manner, which could be considered to be of an unlawful discriminatory nature, which includes harassment and bullying.

You are expected to achieve and maintain a good standard of work and to show a conscientious approach to the job or to the detail of that job to a standard that may reasonably be expected.

You are expected to show the skill or aptitude required for the job, especially where such skills are claimed or implied at the time your employment commenced.

You are expected to read and observe all authorised notices, whether circulated to staff individually, or displayed in the Trust Office or on the site of field operations.

You must not perform, arrange or carry out any work or activity, which could be considered to be in competition with or affect in any way the Trust's interests.

You are engaged on the basis that you must be prepared to undertake reasonable duties other than those for which you have been specifically engaged and at times other than those which constitute the Trust's normal working hours, to ensure maximum efficiency.

You must not make use of telephones, faxes, e-mail or postal facilities or any other communication mode for personal purposes without the prior permission of management. You must adhere to the Trust's policy with regard to the use of mobile phones.

You are not permitted to remove material or equipment of any kind from the Trust or any other place of work without prior permission from your line Manager.

You must notify the Trust immediately of any incident causing damage to property belonging to the Trust (e.g. building, machinery and equipment) or to the property of fellow employees or visitors.

Working time and/or the Trust's/client's material or equipment must not be used for any unauthorised work.

You must act in accordance with the Trust's working procedures.

Personal hygiene and appearance must be of a standard appropriate to the circumstances of the job.

Visitors are not allowed onto the premises or onto the site of field operations at any time without prior authority.

An orderly and courteous manner must be maintained in front of visitors, clients, or others affected by or involved in the Trust's work.

Socialising is not permitted on the premises without prior authorisation.

If on suspicion that a crime or misdemeanour has been committed and you refuse to submit your person or property, including vehicles, to being searched whilst on the Trust's premises, or at any time at the reasonable requirement of the Trust, then the police will be informed. The Trust reserves the right to detain you until the police arrive.

Smoking is only permitted in the designated external area(s). During field operations, smoking is at the discretion of the Project Manager.

You must comply with the Trust's rules on no smoking, including no smoking in Trust's vehicles.

## **GROSS MISCONDUCT**

**The following acts are examples of Gross Misconduct offences and as such will render you liable to Summary Dismissal (i.e. Dismissal without notice and without previous warnings). This list is not exhaustive. In certain circumstances, serious misconduct affecting the employment relationship that has taken place outside of work may also be regarded as gross misconduct.**

Fighting, physical assault or dangerous horseplay.

Deliberate refusal or wilful failure to carry out a reasonable and lawful direct instruction given by management during working hours.

Serious insubordination.

Serious cases of bullying, offensive, aggressive, threatening or intimidating behaviour or excessive bad language.

Theft, or misappropriation of property belonging to the Trust, customers/clients, other employees or the general public.

Wilful damage or negligence involving damage to property belonging to the Trust, customers/clients, other employees or the general public.

Performing, arranging or carrying out any work or activity which could be considered to be in competition with, or which adversely affects in any way, the Trust's interests.

Fraud or any other illegal offence committed against the Trust.

Bringing the Trust into disrepute, including but not limited to, making negative or disparaging comments on social media sites or similar.

Drinking alcohol during working hours, being under the influence of alcohol/drugs and/or drug abuse.

Being in possession of or dealing in illegal drugs whilst at work.

Breach of safety rules and/or any action, which seriously endangers the health or safety of an employee, or any other person whilst at work.

Deliberately making a false entry in the written records of the Trust.

Knowingly giving false information or deliberately omitting relevant information on the job application form or curriculum vitae.

Unlawful discrimination harassment and bullying.

Receipt of, or soliciting bribes in any context, to effect the placing of business with a supplier of goods or services.

Inaccurate or fraudulent recording of financial transactions.

Unauthorised access to or disclosure of any confidential information from whatever source including any personal data under Data Protection legislation.

Falsification of working hours.

Criminal offence causing harm to the reputation of the Trust or relations with the Trust's employees.

Unauthorised access to or disclosure of any part of the Trust's computer data.

Acts of gross negligence or misconduct involving careless or reckless driving, including the use of hand-held mobile phones whilst driving.

Loss of driving licence on conviction when driving is all or an essential part of the job requirements.

The unauthorised use of mobile phones.

Indecent or lewd behaviour of a serious nature.

Smoking in designated non-smoking areas.

Smoking inside the Trust's premises and/or vehicles.

Serious misuse of the Trust's e-mail/internet or other computing resources.

The act of copying computer software without authorisation.

The use of unauthorised software on Trust PCs.

The unauthorised disabling of anti virus software.

Failure to comply with Trust procedures on virus checkers.

Use of pirate software on Trust PCs.

## Disciplinary Procedure

### **GENERAL**

The Disciplinary Procedure does not form part of your contract of employment for the first year of continuous employment.

In each case to which the Disciplinary Procedure is applied you will be advised of the nature of the complaint and given an opportunity, with reasonable notice, to state your case before any decision is made.

In the case of formal disciplinary meetings you will have the right to be accompanied by a fellow employee or accredited trade union official as advisor or representative. Since Prospect trade union is formally recognised by the Trust, it is recommended that if you wish to be accompanied by a trade union official, then a representative from the recognised trade union should be chosen.

There may be occasions when, depending on the seriousness of the misconduct involved, it will be appropriate to enter the procedure at the stage of a final written warning, or even of dismissal.

### **INFORMAL DISCUSSIONS/COUNSELLING**

Before any formal action under the Disciplinary Procedure is taken, efforts will be made to resolve the matter by informal discussion with the employee concerned. Only where this fails to bring about the desired improvement will the formal Disciplinary Procedure be implemented.

## **INVESTIGATION AND SUSPENSION FROM DUTY**

A full investigation will be undertaken into the circumstances of any disciplinary offence. There may be occasions when, depending on the nature of the offence, it may be necessary to suspend you on full pay whilst the investigations are completed. Such circumstances would include those when:

- Suspension would allow a more objective investigation
- The alleged misconduct is such that the outcome may be dismissal or a recommendation to dismiss.
- The employee is the subject of investigation by the Police and the alleged offence is considered relevant to the duties of the individual as an employee.
- It is prejudicial or detrimental to the Trust's interests for the employee to remain at work.

Such suspension is not to be regarded as a form of disciplinary action and will be for as short a period as possible. Its beginning and end will be authorised by the Trust Director (or in the absence of the Director, the Deputy Director or Section Head). Suspension of the Director or Deputy Director will be authorised by the Trust Chairman.

In the event of a serious shortfall in performance or conduct you may be instructed to leave the place of work, pending a decision about disciplinary proceedings and/or suspension from duty.

## **Disciplinary and Dismissal Hearings**

Following investigation, in circumstances where action under the Disciplinary Procedure is likely to arise, a disciplinary hearing must take place to allow the employee and others concerned to state their case.

You will be notified, in writing, of the nature of the complaint. You will be given sufficient notice of the hearing in order to prepare for it, normally one day for potential verbal warnings and up to five working days for potential written warnings.

You will be entitled to be accompanied at disciplinary hearings by a fellow employee or accredited trade union official as advisor or representative.

The person conducting the hearing will be determined, within the Trust's line management structure, according to the following matrix:

<b>Potential level of warning:</b>	<b>Verbal</b>	<b>Written</b>	<b>Final Written</b>	<b>Dismissal</b>
<b>Complaint against:</b>	<b>Hearing by:</b>			
<b>Project Assist / Assist</b>	Project Manager	Project Manager	Project Manager	Section Head
<b>Project Officer / Officer</b>	Project Manager	Project Manager	Section Head	Trust Director
<b>Project Manager / Manager</b>	Section Head	Section Head	Trust Director	Trust Director
<b>Section Head</b>	Trust Director	Trust Director	Trust Director	Trust Chairperson
<b>Trust Director</b>	Trust Chairperson	Trust Chairperson	Trust Chairperson	Panel of Trustees

**Notes:**

The Section Head, Trust Director, Trust Chairperson and Board of Trustees are to be prior notified of the disciplinary hearing.

Panel of three trustees or members of Management Committee chosen by Trustees without participation by Trust Chairperson.

At the hearing the employee will be reminded of the nature and details of the complaint, asked to provide an explanation or defence and allowed to state any mitigating circumstances. Evidence may be called for or accepted from other relevant parties. Questions and answers may be necessary for further clarification. Employees or others giving evidence may submit information in writing if they so wish.

## Disciplinary Decisions and Actions

Action under the Disciplinary Procedure may take one of the following forms:

A verbal warning

A written warning

A final written warning

Dismissal

## **Verbal Warning**

A formal verbal warning will be given, within two working days of the hearing, in the cases of a significant but relatively minor breach in conduct or performance. The warning will include a statement that unless the conduct in question improves, or if another offence is committed within a period of three months, the employee will be liable to be dealt with more severely next time. The employee will be advised of the right to appeal (see **Appeals** below).

A written record of the offence with the offence with details noting the content of the warning, signed by the person issuing the warning, will be placed in the employee's personnel file but will be disregarded for disciplinary purposes after three months, subject to satisfactory conduct or performance.

## **Written Warning**

A formal written warning will be given in response to a repeated minor breach in conduct or performance, or to a first but more serious breach of discipline or shortcoming in performance.

The decision will be relayed verbally to the employee within two working days and will be confirmed in writing within five working days of the hearing. The warning will give brief details of the misconduct that occasioned the warning, remedial action required of the employee, details of any review dates, and the consequences of any recurrence of similar misconduct or poor performance. The written confirmation will inform the employee of the right to appeal (see **Appeals** below).

A copy of the written warning will be given to the employee. A copy will also be placed in the employee's personnel file.

Unless otherwise specified to the employee in the letter of confirmation, a written warning will be disregarded for disciplinary purposes after twelve months.

## **Final Written Warning**

A final written warning will be given if there has been insufficient response to a previous written warning and conduct or performance is still unsatisfactory, or in the case of a first but sufficiently serious breach of discipline.

The decision will be relayed verbally to the employee within two working days and will be confirmed in writing within five working days of the hearing, and providing the same information as listed in Written Warning above. The employee will be advised that any recurrence of misconduct or poor performance may result in dismissal.

A copy of the written warning will be given to the employee. A copy will also be placed in the employee's personnel file.

Unless otherwise specified to the employee in the letter of confirmation, a final written warning will be disregarded for disciplinary purposes after twenty-four months.

## **Dismissal**

Dismissal may occur if, following a final written warning, conduct or performance remains unsatisfactory and the employee still fails to reach or maintain the prescribed standards. In the case of gross misconduct the employee may be summarily dismissed with or without notice and without any previous disciplinary warnings. In either case, the employee will be informed in writing, within two working days, of the decision to dismiss. A note giving full details, together with a copy of the dismissal letter, will be placed in the employee's personnel file.

## **EMPLOYEE'S RIGHT OF APPEAL AND PROCEDURES**

The Appeal does not form part of your contract of employment for the first year of continuous employment.

An employee may appeal against any disciplinary warning or decision to dismiss taken against him/her. The appeal must be logged in writing, within five working days of the receipt of the letter of confirmation of action under the Disciplinary Procedure. Acceptable grounds for appeal will be that the offence was not committed, that the punishment was too severe, or that the Disciplinary Procedure has not been properly followed.

The appeal will be considered within five working days of its receipt and an invitation made to the employee to discuss the matter fully. The employee may be accompanied by a fellow employee or accredited trade union official as advisor or representative. Since Prospect trade union is formally recognised by the Trust, it is recommended that if an employee wishes to be accompanied by a trade union official, then a representative from the recognised trade union should be chosen.

Appeals will be heard by the person occupying the next level in the Trust's line management structure above that which conducted the original hearing. An appeal by the Director will be heard by the Board of Trustees as a whole or by such other panel as the Trustees may determine for the purpose.

If, after hearing all the evidence available, the person holding the hearing is satisfied that the original disciplinary decision was not in the circumstances just, he/she may amend the decision by revoking the penalty completely, or by instituting a lesser penalty. Under these circumstances if the employee had been dismissed, he/she will be reinstated with full pay for the intervening period.

The result of the appeal, which shall be communicated in writing to the employee within five working days of the appeal hearing shall be final within the procedure of the Trust.

## **Shortage of Work and Redundancy Policy**

Every attempt will be made to ensure your continuing employment in the event that the Trust is faced with a shortage of work situation or is unable to provide you with work for any other reason. However, this could include temporarily placing you on short-time working or laying you off from work; in these circumstances you will be paid for those hours worked, or in accordance with the statutory guarantee pay provisions.

In the event that the need arises to reduce the number of employees, the following will provide the framework for the selection procedure that will apply:

Consideration will be given to a range of appropriate factors, such as job performance, relative capabilities, length of continuous service, reliability, disciplinary record, experience, conduct, qualifications, attendance record and suitability for the work which remains.

Due weight will be given to each of the selection criteria and they will be applied fairly and consistently so that each employee concerned has been identified by the same method of assessment.

Any selected employee will be consulted and will have free access to any information utilised in the selection procedure.

The overriding consideration at all times will be the future viability of the Trust, both financially and in terms of the range of skills and experience required to support its anticipated work-load.

## Termination of Employment

### **BY YOU**

If you wish to resign, you should do so in writing giving such notice as is specified in your Statement.

### **BY THE TRUST**

You will be entitled to receive from the Trust the notice as is specified in your Statement.

### **GROSS MISCONDUCT**

You will be summarily dismissed (i.e. without notice) if there has been an act of Gross Misconduct. Generally this includes a fundamental breach of your contract of employment, conduct which brings the Trust into disrepute or action which is inconsistent with the relationship required between employee and employer; but further examples are contained at Gross Misconduct in Rules and Procedures.

### **OCTOBER 2011**