



Working Together Ludlow

to include people with learning difficulties

Working Together (Ludlow) Ltd

To include people with learning disabilities

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Staff Handbook

2019

1. Introduction

Our aim in producing this document is to create a one-stop information point where you will be able to access all the information you are likely to need in relation to your employment with us. The Handbook and corresponding policy documents form part of your contract of employment with Working Together Ludlow.

The document gives an overview of the terms and conditions of your employment, and outlines what you can expect from us as your employer. In return we ask you for a high degree of commitment, dedication and loyalty to help us achieve the aims and objectives of the charity.

We hope you find this a useful guide during your employment with us. However if you are unable to find the answer to your question here, please contact your manager or the Chair of Trustees who will certainly be able to find an answer for you.

Roma Jackson (Chair)

Suzanna Grunsell

Emily Moseley

Nicola North

Simon Lambourne

Alison Holman

Julian Crombleholme

Working Together Ludlow Trustees 2019

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3. Working for Working Together Ludlow Limited

a. About Working Together Ludlow

Working Together Ludlow was founded in 2002. It is a registered charity and company limited by guarantee – charity number 1147358 company no: 7982400.

Working Together is based in Ludlow but serves the communities of south Shropshire and north Herefordshire and beyond.

Working Together is run by a dedicated team of its members, trustees, volunteers and a small staff team.

Our charitable objects are: to carry on activities which benefit the community and in particular (without limitation) to relieve the needs of people with learning difficulties through the provision of support and training, and to provide facilities for recreation and other leisure-time occupation in the interests of social welfare and with the object of improving their conditions of life.

Our aim is to provide a focus for people with learning disabilities and their families and carers. We provide support, training, work opportunities and recreational activities firmly rooted in the local community.

We aim to encourage inclusion of people with learning difficulties in all aspects of community life. The Rockspring Centre is the hub of our activities but some take place at other locations.

Working Together is founded on kindness, encouragement and mutual respect and our vision is to provide regular and meaningful work and training opportunities and a range of regular social and recreational activities and events for young people and adults with learning disabilities.

b. Your induction

The charity recognises its employees are its greatest asset and takes seriously its responsibility to ensure they are afforded appropriate development throughout their employment. This development begins at the Induction stage when a new employee joins.

Our aim is to support and develop employees in their role so that they feel confident to undertake the responsibilities placed upon them and ultimately are able to contribute to the success of the organisation.

Induction will be spread over your first few months in post, and is generally planned on a first day, first week and first month basis. The content and duration of the induction programme will be dependent on the scope and complexity of your job, and your manager will outline this in detail to you on your first day with us.

c. Statement of Employment Terms and Conditions

As an employee of the charity you will have received a document setting out specific terms and conditions of service as they relate to your post (if you have not received this, you will do so within 8 weeks of your commencement date). This includes details of:

- the date when the employment (and the period of continuous employment) began;
- remuneration and the intervals at which it is to be paid;
- hours of work;
- holiday entitlement;
- entitlement to sick leave, including any entitlement to sick pay;
- the entitlement of employer and employee to notice of termination;
- job title;
- the place of work;
- where it is not permanent, the period for which the employment is expected to continue or, if it is for a fixed term, the date when it is to end.

Further detailed policies and procedures which may not be mentioned as part of this document, but which still form part of your conditions of employment with us can be accessed through your manager. This handbook also summarises the main terms of your employment.

Working Together Ludlow reserves the right to change its terms & conditions and employment policies from time to time. You will be notified at the earliest opportunity of these changes by way of general notice to all employees affected by the change. Where a contractual change in your terms and conditions of employment results in a change to your written statement of particulars of employment, we will give you a written statement of the change at the earliest opportunity.

d. Probation Periods

All new staff are subject to a probationary period of 6 months. An initial informal review will take place after 3 months with your line manager, with a formal review after 6 months. Your appointment will be confirmed on satisfactory completion of the 6 month period. During this probationary period you will be given appropriate support and development opportunity to help you reach the required standards. Extension of the probationary period may be granted to enable the required standards to be achieved, but failure to do so could result in termination of your employment.

e. Your Attendance at Work

The charity values good attendance at work and is committed to improving the general wellbeing of its employees to achieve this. Although we aim to secure regular attendance, we do not expect employees to attend when they are unwell.

i) Notification of Absence

If you are unable to attend work due to sickness or injury, your manager must be notified by telephone before your normal start time or as soon thereafter as possible on the first day of absence, if possible indicating a date of return. Notification should be made by you personally unless impossible due to the nature of the illness where you should arrange for someone else to call on your behalf. During prolonged periods of absence, your manager should be kept informed of progress and an expected date of return.

In respect of absence lasting up to seven calendar days, you are required to self-certificate your absence.

In respect of absence relating to illness lasting more than seven calendar days, you must provide a medical certificate stating the reason for the absence and thereafter provide a consecutive certificate to cover any subsequent period of absence.

ii) Sickness Payments

The charity operates the Statutory Sick Pay scheme and you are required to cooperate in the maintenance of necessary records. For the purposes of calculating your entitlement to Statutory Sick Pay 'qualifying days' are those days on which you are normally required to work. Payments made to you by the charity under its sick pay provisions in satisfaction of any other contractual entitlement will go towards discharging the charity's liability to make payment to you under the Statutory Sick Pay scheme.

The charity reserves the right to require you to be examined by an independent Medical Examiner of the charity's choosing in the event of prolonged illness in excess of three months

f. Hours of Work

Your normal hours and working pattern will be specified in your Contract of Employment.

The full-time contracted hours for all posts within the organisation are 39 hours per week excluding daily meal breaks. A daily unpaid lunch break of a minimum of 30 minutes must be taken if you work more than six hours daily.

The charity reserves the right to vary your hours and pattern of working, following consultation and agreement with you.

Persistent poor timekeeping means that colleagues are put under pressure to cover your duties. This is not acceptable and will therefore be treated as a potential disciplinary offence under our disciplinary procedures.

g. Flexible Working

The charity has a policy of trying to assist staff to balance their work and home life, and is therefore willing to consider requests from staff to vary their working hours or work pattern. Such requests will be considered taking into account the impact on the organisation, work colleagues and any other relevant factors. Should you wish to discuss this you should speak to your manager.

Staff with children under the age of six, or under eighteen if the child receives Disability Living Allowance have a statutory right to request flexible working and the organisation has a duty to seriously consider this request.

h. Criminal Records Checks

Employees of the charity will be required to undergo a criminal records check (or equivalent). This is because your employment with us means you are likely to come into regular, individual contact with unaccompanied children or vulnerable adults.

i. Conflict of Interest

You should not, directly or indirectly, engage in, or have any interest, financial or otherwise, in any other business enterprise which interferes or is likely to interfere with your independent exercise of judgement in the charity's best interest.

Generally a conflict of interests exists when an employee is involved in an activity:

- Which provides products or services directly to, or purchases products or services from the charity
- Which subjects the employee to unreasonable time demands that prevent the employee from devoting proper attention to his or her responsibilities to the charity
- Which is so operated that the employee's involvement with the outside business activity will reflect adversely on the charity.

Should you be in doubt as to whether an activity involves a conflict, you should discuss the situation with your manager.

j. Standards of Performance and Behaviour at Work

i) Appearance

The charity does not seek to inhibit individual choice in relation to your appearance. However, you are expected to dress appropriately at all times in relation to your role, and to ensure that your personal hygiene and grooming are properly attended to prior to presenting yourself at work.

If you have any queries about what is appropriate, these should be directed to your manager.

ii) Company Premises

You may be issued with keys enabling access to your workplace as appropriate. These remain the property of the charity and loss must be reported immediately to your manager.

You must not bring any unauthorised person to work without prior agreement from your manager. In these circumstances you are responsible for ensuring that your visitors are appropriately monitored during their stay, and that they do not access areas or charity property inappropriately.

You must not remove charity property from the organisation's premises unless prior authority from your manager has been given.

iii) Personal Property

Any personal property such as jewellery, cash, credit cards, clothes left at the premises is done so entirely at your own risk. You are strongly advised not to leave any valuables unattended. The charity does not accept liability for loss or damage to any personal property whatsoever.

iv) Telephones & Correspondence

Charity telephone / mobile phone or postal facilities must not be used for private purposes without prior permission from your manager. If, for any reason, personal use is made of these items then arrangements must be made to pay the cost price of all services used. Abuse of these facilities will be considered a potential disciplinary matter.

v) Smoking and Other Substances at Work

Legislation now exist which makes it illegal to smoke in enclosed public spaces. Smoking is therefore strictly prohibited at the Café, or any other premises used by the charity, including close to entrances and exits.

Bringing alcohol or any unlawful drugs to the workplace, and / or imbibing them there is strictly prohibited both during work time or during a period prior to work where the effects carry over to the workplace. Any such instances will be dealt with under the disciplinary procedure and may lead to your summary dismissal.

vi) Confidentiality

It is a condition of your employment that you have a duty of confidentiality with regards to the charity.

During the course of your employment you may find yourself in possession of sensitive information, the disclosure of which could be construed as a breach of confidentiality. It is a condition of your employment that you have a duty of confidentiality to the charity, and you must not discuss any sensitive or confidential matter whatsoever with any outside organisation including the media.

Any such breach of confidentiality would be deemed as gross misconduct except as otherwise provided or as permitted by any current legislation (e.g. the UK Public Interest Disclosure Act 1998) and could lead to your dismissal.

vii) Computer, email and Internet use

If you have access to the charity's computers including email and access to the internet as part of your job, you must not abuse this by using these facilities for purposes unrelated to charity business.

All internet use will be monitored and accessing pornographic or other unsuitable material, including auction or certain social networking sites is strictly prohibited and would be considered a serious disciplinary offence which may result in dismissal.

Only software packages properly authorised and installed by the charity may be used on charity equipment, you must therefore not load any unauthorised software onto charity computers.

If you have a charity email address, this is provided for responsible use on charity business and should not be used in any other way whatsoever.

viii) Receipt of Gifts

Your working relationships may bring you into contact with outside organisations where it is normal business practice or social convention to offer hospitality, and sometimes gifts. Offers of this kind to you or your family can place you in a difficult position. Therefore no employee or any member of his or her immediate family should accept from a supplier, customer or other person doing business with the charity, payments of money under any circumstances, or special considerations, such as discounts or gifts of materials, equipment, services, facilities or anything else of value unless:

- They are in each instance of a very minor nature usually associated with accepted business practice.
- They do not improperly interfere with your independence of judgement or action in the performance of your employment.

In every circumstance where a gift is offered, the advice of the Chair of Trustees must be sought.

ix) Bribery and other Corrupt Behaviour

The charity has a strict anti-bribery and corruption policy in line with the Bribery Act (2010). A bribe is defined as: giving someone a financial or other advantage to encourage that person to perform their functions or activities improperly or to reward that person for having already done so.

If you bribe (or attempt to bribe) another person, intending either to obtain or retain business for the charity, or to obtain or retain an advantage in the conduct of the charity's business this will be considered gross misconduct. Similarly accepting or allowing another person to accept a bribe will be considered gross misconduct. In these circumstances you will be subject to formal investigation under the charity's disciplinary procedures, and disciplinary action up to and including dismissal may be applied.

k. Data Protection and Access to Information

The charity will comply with all statutory requirements of the Data Protection Act by registering all personal data held on its computer and/or related electronic equipment and by taking all reasonable steps to ensure the accuracy and confidentiality of such information.

The Data Protection Act protects individuals' rights concerning information about them held on computer. Anyone processing personal data must comply with the eight principles of good practice. Data must be:

- fairly and lawfully processed
- processed for limited purposes
- adequate, relevant and not excessive
- accurate
- not kept longer than necessary
- processed in accordance with the data subject's rights
- secure
- not transferred to countries without adequate protection

Employees can request access to the information held on them by the charity. All requests by employees to gain access to their personnel records should be made in writing. There is no charge for this service.

l. Changes in Personal Information for Employment Purposes

It is important that our records are correct, as inaccurate or out of date information may affect your salary or cause difficulties in situations where contact is required for emergencies. You **must** notify your Manager immediately of all changes in the following personal information:

- Name
- Home address
- Telephone number
- Bank account details
- Examinations passed/qualifications gained
- Emergency contact
- Driving licence penalties (if you are required to drive on charity business)
- Criminal charge, caution or conviction
- Conflict, or potential conflict of interest

Personal data on employees is held in accordance with the provisions of the Data Protection Act and will be made available for inspection by you if required.

4. Valuing Diversity and Dignity at Work

a. *Valuing Diversity*

Working Together Ludlow is committed to valuing diversity and seeks to provide all staff with the opportunity for employment, career and personal development on the basis of ability, qualifications and suitability for the work as well as their potential to be developed into the job.

We believe that people from different backgrounds can bring fresh ideas, thinking and approaches which make the way work is undertaken more effective and efficient.

The charity will not tolerate direct or indirect discrimination against any person on grounds of age, disability, gender / gender reassignment, marriage / civil partnership, pregnancy / maternity, race, religion or belief, sex, or sexual orientation whether in the field of recruitment, terms and conditions of employment, career progression, training, transfer or dismissal.

It is also the responsibility of all staff in their daily actions, decisions and behaviour to endeavour to promote these concepts, to comply with all relevant legislation and to ensure that they do not discriminate against colleagues, members, customers, suppliers or any other person associated with the charity.

In adopting these principles the charity:

1. Will not tolerate acts that breach this policy and all such breaches or alleged breaches will be taken seriously, be fully investigated and may be subject to disciplinary action where appropriate.
2. Fully recognises its legal obligations under all relevant legislation and codes of practice.
3. Will allow staff to pursue any matter through the internal procedures which they believe has exposed them to inequitable treatment within the scope of this policy. If you need to access these procedures they can be obtained from your line manager e.g. Grievance Procedure.
4. Will ensure that all staff understand and maintain their responsibilities under this policy.
5. Will offer opportunities for flexible working patterns, wherever operationally feasible, to help employees to combine a career with their domestic responsibilities.
6. Will provide equal opportunity to all who apply for vacancies through open competition.
7. Will select candidates only on the basis of their ability to carry out the job, using a clear and open process.
8. Will provide all employees with the training and development that they need to carry out their job effectively.

9. Will provide all reasonable assistance to employees who are or who become disabled, making reasonable adjustments wherever possible to provide continued employment. We will ensure an appropriate risk assessment is carried out and that appropriate specialist advice is obtained when necessary.
10. Will distribute and publicise this policy statement throughout the organisation.

b. Dignity at Work

The charity believes that the working environment should at all times be supportive of the dignity and respect of individuals. If a complaint of harassment is brought to the attention of management, it will be investigated promptly and appropriate action will be taken.

Harassment can be defined as conduct, which is unwanted and offensive and affects the dignity of an individual or group of individuals.

Sexual harassment is defined as “unwanted conduct of a sexual nature, or other conduct based on sex, affecting the dignity of women and men at work”. This can include unwelcome physical, verbal or non-verbal conduct.

People can be subject to harassment on a wide variety of grounds including:

- race, ethnic origin, nationality or skin colour
- sex or sexual orientation
- religious or political convictions
- willingness to challenge harassment, leading to victimisation
- disabilities, sensory impairments or learning difficulties
- status as ex-offenders
- age
- real or suspected infection with a blood borne virus (eg AIDS/HIV)
- membership of a trade union or activities associated with membership

Forms may include:

- physical contact ranging from touching to serious assault
- verbal and written harassment through jokes, offensive language, gossip and slander, sectarian songs, letters and so on
- visual display of posters, graffiti, obscene gestures, flags and emblems
- isolation or non-cooperation at work, exclusion from social activities
- coercion ranging from pressure for sexual favours to pressure to participate in political/religious groups
- intrusion by pestering, spying, following someone
- bullying

What should I do if subject to harassment?

If you feel you are being harassed you are strongly encouraged to seek early advice/support from your manager. If you feel your manager is harassing you, then you should contact the Chair of the Trustees.

You should also keep a written record detailing the incidents of harassment and any requests made to the harasser to stop. This written record should be made as soon as possible after the events giving rise to concern and should include dates, times, places and the circumstances of what happened.

5. Pay, Benefits & Pensions

a. Salary Arrangements

Your salary will be paid monthly in arrears before the last Friday of the calendar month by cheque or by direct credit transfer to your designated bank account.

Your basic pay is outlined in your letter of appointment / statement of terms and conditions. Any subsequent amendments to your basic pay will be notified to you in writing by the charity.

Part-time employees will be paid on a pro rata basis based on the hours they work. In all other aspects, their salaries will be paid in accordance with the pay arrangements for full-time employees of the charity.

If any queries arise with regard to pay, or if it looks as if a mistake has been made, speak to your manager immediately so that they can take appropriate action. Unless agreed otherwise, any pay errors, whether of over or underpayment, will be rectified in the next salary payment.

Appropriate deductions will be made from pay including income tax and National Insurance contributions (NICs), which are subject to each employee's earning level, family status and the number of hours worked.

b. Overtime

Overtime is defined as all hours worked in excess of your contracted hours, which has the explicit approval of your manager.

Overtime will only be payable in exceptional circumstances and for time that has been specifically designated as qualifying for overtime payment.

Generally staff will be given the opportunity to take time off in lieu with the agreement of their manager for hours worked in excess of annualised contracted hours.

c. Income Tax

If there are any changes in your personal circumstances which will affect your tax status, you should notify the Inland Revenue, who will automatically inform the charity of any changes to your tax code.

d. Business Travel

You will be reimbursed for any approved expenditure necessarily incurred in order to do your job when working away from your normal place of work. Public Transport and accommodation costs will be reimbursed at actual cost – appropriate receipts must accompany all claims. Mileage rates when travelling by your own private transport are 45 pence per mile.

e. Sickness Pay Provision

i) Statutory Sick Pay (SSP)

Most employees have a right to statutory sick pay (SSP) as long as they earn more than the lower earnings level, and are not over state retirement age. SSP is not however payable for the first three qualifying days of absence. (A qualifying day is a day on which you are normally expected to work under your contract of employment).

There is a limit of 28 weeks' SSP in any one period of sickness or linked periods. (Periods of sickness are said to be linked if the second period starts within eight weeks of the end of the first period.)

SSP is paid in the same way as ordinary pay and is liable to tax and National Insurance contributions.

The charity reserves the right to refuse to pay sick pay if it has reasonable cause to think that an employee is not genuinely sick, if an employee has failed to comply with the notification requirements, or has not supplied the appropriate certification. In such cases disciplinary action may follow.

Payments of sick pay may be terminated, suspended or reduced if an employee fails to notify the charity of relevant facts, or if their absence or continued absence is due to their taking an unwarranted risk (in or out of work), conducting themselves in a way that prejudices their recovery, abusing alcohol or drugs or other substances, or recklessly endangering the health and safety at work of themselves and others.

f. Pension Scheme

Working Together Ludlow meets the Pension Regulation requirements.

Employees will be auto-enrolled into the Charity Pension Scheme in accordance with the provisions and timescales of relevant legislation applicable to the Charity. You will be entitled to opt out of the Charity Pension Scheme should you wish to do so. Full details will be provided to you.

You may elect not to join the scheme if you so wish. Please note that no member of the charity can advise you on whether you should join or not. If you are unsure, you should seek independent financial advice.

6. Leave Arrangements

a. Annual Leave

Employees of the charity whether part-time or full-time are entitled to a minimum four weeks' paid annual leave plus 8 statutory public holidays. A week's leave allows you to be away from work for a week – that is the same amount of time as your working week. Your manager will let you know your annual leave entitlement for the current leave year.

Holidays must be agreed with your manager as early as possible. The charity will where possible try to accommodate individual preferences for holiday dates but the needs of the rota may have to take precedence, particularly where short or inadequate notice is given.

- The holiday year runs from 1st April to 31st March
- Leave for employees joining after the start of the leave year accrues at the rate of one twelfth of the annual entitlement for each complete calendar month of service
- Leave for employees who terminate their employment during the leave year is calculated on the same basis. If, however, the annual leave entitlement has been exceeded, a deduction calculated on the same basis will be deducted from the final salary payment.
- Holiday pay in lieu of accrued leave will be paid only on termination of employment and will normally be subject to a maximum of 10 working days.

b. Maternity Leave and Pay Policy

Under the provisions of the Employment Act 2002 you will be entitled to apply for Maternity/Paternity/Adoption leave.

You may not return to work during the two weeks immediately following the birth of your child.

You are free to choose when you would like your maternity leave to start, however, the earliest you can choose to start your maternity leave is during the 11th week before the expected week of your child's birth.

In certain circumstances, your maternity leave may start automatically earlier than the date you chose as the start date for your maternity leave. This applies where you are absent from work wholly or partly because of pregnancy at any time during the four weeks before the expected week of childbirth or if you give birth early.

If you have at least 26 weeks' service by the end of the 15th week before your child is expected to be born, you may be entitled to Statutory Maternity Pay (SMP), provided your average weekly earnings are at or above the Lower Earnings Limit for National Insurance.

SMP is payable for 39 weeks. For the first six weeks, SMP will be paid at 90% of your average weekly earnings. For the remaining 33 weeks, SMP will be paid at the standard rate which is prescribed by regulations and is adjusted from time to time.

SMP will be paid subject to deductions for tax and National Insurance contributions in the normal way. In order to be eligible for SMP, you are required to notify your line manager in writing by or during the 15th week before the expected week of your child's birth. You must inform your Line Manager of the following:

- you are pregnant
- the week in which your child is due
- the date you intended to start your maternity leave
- the date from which you will be claiming SMP

You should enclose a MAT B1 certificate with your written notification signed by your registered doctor or registered midwife to confirm the expected week of childbirth.

Within 28 days of receiving your notice, the Trust will notify you in writing of the date when your maternity leave will end.

Prior to your departure on maternity leave, your manager will meet with you to discuss your rights and entitlements during maternity leave, the possibility of flexible working on your return to work and the level of contact you would like with the Trust during your maternity leave. You should feel free to raise at this meeting any queries or concerns you have.

During Ordinary Maternity Leave, you will continue to receive your contractual benefits and your normal terms and conditions will continue to apply, except for those terms relating to wages and salary. You will continue to accrue holiday [but holiday must be taken in the year it is earned].

If any pregnant employees, or employees who have recently become mothers or who are breastfeeding are employed in positions which have been identified as posing a risk to their health and safety or that of their baby they will be notified immediately and arrangements will be made to eliminate the risks.

If you have concerns about your own health and safety at any time you should consult your Manager immediately.

You do not have to notify the charity separately of your return date. It will be assumed that you will come back to work on the date the charity has notified you is the end of your maternity leave period. However, if you wish to return to work before the end of your full maternity leave entitlement, you should give your manager at least 8 weeks notice in writing of your intended return date.

If you return to work immediately after a period of Ordinary Maternity Leave you will return to work in the same job you left before you started your maternity leave. If this is not reasonably practicable, you will be offered a similar job on equally favourable terms and conditions.

If you decide not to return to work after maternity leave, you should confirm this in writing and give the notice required by your contract of employment.

On your return from maternity leave, your manager will arrange a meeting with you to discuss any changes which have taken place during your absence. This will be an opportunity to discuss any issues relating to breastfeeding. You should also feel free to raise at this meeting any queries or concerns you have.

Parallel arrangements are available for the adoption of a child.

c. *Paternity Leave and Pay*

Statutory Paternity Leave is a maximum of two weeks' leave, following the birth of a child, taken in order to support the mother or care for the new child. It can be taken as a single week or two consecutive weeks. It cannot be taken as odd days or as two separate weeks.

Statutory Paternity Leave must be taken within 56 days of the birth. If the baby is born earlier than expected, it must be taken within 56 days from the date the baby was due.

To qualify you must have worked for the charity for at least 26 weeks by the end of the 15th week before the expected birth week.

Statutory Paternity Pay is paid at a fixed rate per week (determined in legislation) or 90% of average earnings if that is less. It is paid less tax and National Insurance contributions in the normal way.

During Statutory Paternity Leave, you are entitled to all of your normal contractual terms and conditions as if you were not absent, apart from basic wages and salary. You have the right to return to exactly the same job, on the same terms and conditions after Statutory Paternity Leave.

Paternity leave and pay are also available for the adoption of a child.

d. *Parental Leave*

An employee who has or expects to have responsibility for a child is entitled to take Parental Leave to care for that child. This includes the child's registered father or anyone else who has or expects to have formal parental responsibility for the child. To be eligible to take Parental Leave, an employee must have been employed by the charity for at least one year.

Parental Leave consists of 13 weeks' unpaid leave or 18 weeks' unpaid leave if the child is disabled. It can be taken at any time up to the child's fifth birthday or up to the child's 18th birthday if the child is disabled. Up to four weeks' Parental Leave can be taken in respect of each child, each year, in blocks of one week or more. Employees cannot take the leave in blocks of less than one week, unless the child is

disabled. You must give your manager at least 21 days notice of your intention to take Parental Leave.

e. *Time Off For Dependants*

You are legally entitled to take a reasonable amount of time off to deal with certain prescribed emergencies involving certain dependants. This leave is called Time Off For Dependants. Time Off For Dependants can be taken, for example, if a dependant falls ill or is injured, if care arrangements break down, or to arrange or attend a dependant's funeral. A dependant is your child (including adopted child), husband, wife or parent. It also includes someone who lives in your household, and someone who reasonably relies on you, such as an elderly relative. Any time taken off must be necessary and reasonable in the particular circumstances. Time Off For Dependants is not paid.

7. Health and Safety

a. *Introduction*

The charity recognises and accepts its responsibility as an employer to maintain, so far as is reasonably practical, the safety and health of its employees, and of other persons who may be affected by its activities.

It is your duty as an employee not to put at risk either yourself or others by your acts or omissions. You should also ensure that you are familiar with the charity health and safety arrangements. Should you feel concern over any health and safety aspects of your work, this should be brought to the attention of your line manager immediately.

b. *Procedure in the event of an accident*

An Accident Book is available from your manager and it is the responsibility of each individual employee to report and record any accident involving personal injury. Any accident or near miss occurrence (i.e. no one was injured but the incident had the potential to injure or kill) at work should be reported immediately to your manager.

All employees who are absent from work following an accident must complete a self-certification form, which clearly states the nature and cause of the injury.

For any employee who suffers an injury at work which results in them being away from work, or unable to do their normal work, for three days or more (including weekends, rest days or holidays) it is important that your manager is informed as the Health and Safety Executive also need to be informed by the charity. Form 2508 (available from www.riddor.gov.uk/f2508.dot) should be completed in conjunction with your manager. Employees are not expected to complete these forms themselves.

c. First Aid

The charity believes that best practice is to ensure staff and volunteers have access to a trained First Aider or Appointed Person (someone who can take charge in the event of an accident). Details of these trained staff will be displayed in the staff information pack or from your manager and you should familiarise yourself with names and contact details.

d. Fire Safety

Employees should follow these steps to help prevent fires:

- Before you use any electrical appliances carry out a quick check to make sure that the cables, plugs etc are not damaged.
- Do not use any electrical equipment that shows signs of damage, even if you think it is only minor. Report any faults you find to your line manager and find an alternative appliance.
- Ensure that you place your rubbish in the proper waste bins. Do not overfill the bins and ensure that your waste bin is emptied at the end of each day.

Action to take when the fire alarm goes off:

- Immediately stop what you are doing and walk (do not run) to the nearest available safe fire exit.
- Do not use a lift to leave the building - always use designated stairs.
- Make your way to the appropriate assembly point.
- Do not leave the designated assembly point, or attempt to re-enter the building, until you have been instructed to do so by the designated Fire Warden.

Action to take if you discover a fire:

- **RAISE THE ALARM!** This can be achieved by pushing the button on the call points or by shouting the instruction "Fire – call the fire brigade".
- Raise the alarm even if the building is fitted with an automatic fire alarm system, which has not yet activated - you must not wait for it to do so of its own accord. The alarm must be raised for every occurrence of a fire, no matter how small it appears to be. This will ensure that people in the building have adequate notice to evacuate should it begin to spread quickly. In addition, modern furnishings may allow the fire to develop unnoticed, so time is of the essence if everyone is to get out safely.
- Call the fire brigade at the earliest available, and safe, opportunity and do not attempt to tackle the fire unless you have been appropriately trained and can safely do so e.g. a small fire in a waste paper basket. Unless you have been trained you could be putting yourself or somebody else at risk.

e. *Personal Safety*

If you have to work alone, then you need to develop an awareness of any risks and how to minimise them.

Prior to making an appointment with someone you do not know, obtain as much information as possible about the person you are meeting and arrange to meet the person in public premises. Always ring back the telephone number you have been given to confirm that it is legitimate. If a mobile number is given you should always ask for an alternative fixed line number.

If visiting, let your colleagues know where you are going, with whom and what time you are expecting to return. If you think that you are going to run over your original timescales, let your colleagues know.

If you are at all concerned that you are being placed in a dangerous situation through your employment, you must discuss this with your manager.

8. Training and Development

a. *Training and Development Policy*

The charity aims to provide training opportunities which will provide:

- An induction programme which all staff will be required to undertake and will assist staff settling into their new role/job.
- A progressive training and development scheme to enable staff to develop, relevant skills and acquire knowledge to underpin their current role and career aspirations.

b. *Personal Development and Performance Appraisal*

The charity has a Personal Development and Performance Appraisal Scheme. The aims and purposes of the scheme are:

- To help managers and staff to make effective arrangements to identify and meet learning needs
- To develop the skills, knowledge, values and behaviour that staff need to do their current jobs well

There are 3 stages in the process:

- **Preparation** – where you and your manager prepare separately for the interview using the appropriate documentation.

- **The Discussion** – where a personal development plan is agreed by you and your manager.
- **Monitor & Review** – the method and timescale for monitoring should be agreed at the discussion stage and implemented throughout the year.

The Personal Development and Performance Appraisal documentation is available from your manager.

9. Leaving Working Together Ludlow

a. Notice Periods

Unless your employment is terminated by agreement, or specified otherwise in your principal statement of terms and conditions, you or the charity are required to give a period of notice in writing as follows:

- one week's notice up to three month's employment
- two weeks notice up to one year's employment
- one month's notice after one year's employment

These periods of notice will apply if you are dismissed on grounds of inefficiency or if your dismissal is the result of disciplinary proceedings in circumstances where summary dismissal is not justified. Your employment may be terminated without notice where dismissal follows disciplinary proceedings.

b. Working Notice

In all cases the charity reserves the right to enforce your full notice period. Your full remaining annual leave entitlement should be taken during your notice period in agreement with your line manager. Exceptionally, if this is not possible, your manager may agree to make a payment in lieu of this. If you leave any day other than the last working day of that month, that month will not count for annual leave purposes.

If you resign and are in possession of charity property (including computer files), you should make your manager aware of these, and arrange how they will be handed back to the charity. You remain bound by the confidentiality arrangements outlined in your contract of employment during this period.

If deemed appropriate and as an alternative to working your notice, the charity reserves the right either to transfer you to other suitable duties during your notice period or to require you to accept payment in lieu of any entitlement to notice.

c. Other Conditions on Leaving

On leaving, the charity will deduct from any money due to you such sums as you may owe to the charity. These may include, but are not restricted to, payment made for holidays taken in excess of entitlement.

If you leave without giving notice and without the charity's agreement, you are in breach of your contract and you may forfeit some or all of any salary due to you.

Before leaving, you must hand over to your manager all articles belonging to the charity, including your ID badge and any documents, equipment and computer software used at home. Documents and software include (but are not limited to) correspondence, diaries, address books, databases, files, reports, plans, records or any other medium for storing information. You should not retain any copies, drafts, reproductions, extracts or summaries of documents and software.

After you have left the charity, you must not:

- Solicit or seek to entice away any charity staff
- Use or divulge to any person or organisation any confidential information relating to the business of the charity.

Should your employment be terminated following disciplinary action it is likely you will receive payment in lieu of notice. However, as there are numerous reasons as to why someone is dismissed, payment in lieu of notice will be reviewed on an individual basis taking into consideration the reasons behind the dismissal.

Should you be dismissed for reasons of gross misconduct, your employment will be terminated immediately without the benefit of notice or payment in lieu of notice.

d. Retirement

In line with current legislation the charity does not have an age where it expects employees to retire. It is however our policy to have regular workplace /appraisal discussions with all our staff where they can discuss performance and any development needs they may have, as well as their future aims and aspirations. Staff and their managers can also use this opportunity to discuss retirement planning should the employee wish to do so.

You should ensure that you inform your manager at least 6 months before you plan to retire to ensure all appropriate arrangements are made.

10. Disciplinary and Grievance Procedures

a. Working Together Ludlow Grievance Procedure

The grievance procedure is intended as the tool by which a member of staff may formally have a grievance, regarding any condition of their employment, heard by the Board of Trustees. The aggrieved employee has the right to representation by a Trade Union Representative, a professional organisation, or a colleague/friend.

In the event of a member of staff wishing to raise a grievance, it is preferable for the grievance to be satisfactorily resolved as close to the individual and their manager as possible. It is understood however that this is not always possible and that a formal

procedure is required to ensure the swift and fair resolution of matters which aggrieve the charity's employees.

Time scales have been fixed to ensure that grievances are dealt with quickly, however these may be extended if it is agreed upon by both parties.

This procedure is **not** intended to deal with:

1. Dismissal or disciplinary matters which are dealt with in a separate procedure
2. Disputes which are of a collective nature

Stage 1

An employee who has a grievance, should raise the matter with his/her manager immediately either verbally or in writing. If the matter itself concerns the employee's immediate manager, then the grievance should be taken to Trustee with responsibility for Staffing Policy.

If the manager is unable to resolve the matter at that time then a formal written grievance should be submitted. The manager should then respond within **2 working days** (i.e. the manager's normal working days) to the grievance unless an extended period of time is agreed upon by both parties. The response will give a full written explanation of the manager's decision and who to appeal to if still aggrieved.

Stage 2

In most instances the charity would expect the manager's decision to be final and for the matter to come to a close. However, in some circumstances the employee may remain aggrieved and can appeal against the decision of the manager concerned.

An appeal, to the Trustee with responsibility for Staffing Policy, must be made within ten working days of the original response to the employee's grievance. The appeal must be in writing and contain the original formal Grievance submission. This Trustee will attempt to resolve the grievance. A formal response and full explanation will be given in writing, as will the name of the person to whom they can appeal if still aggrieved, within 7 days.

Stage 3

If the employee remains aggrieved there will be a final level of appeal to the Chair of Trustees. This appeal must be made in writing enclosing a copy of the original Formal Grievance form within ten working days of receipt of the Stage 2 response. The Chair of Trustees will arrange and hear the appeal with another Trustee and respond formally with a full explanation within 20 working days.

Where a grievance is raised against a Trustee then the grievance will be heard by the remaining Board of Trustees.

There is no further right of appeal. Where however **both** parties agree that there would be some merit in referring the matter to a third party for advice, conciliation or arbitration, arrangements will then be made to find a mutually acceptable third party.

b. Working Together Ludlow Disciplinary Procedure

SCOPE

The charity Disciplinary Procedure will be used only when necessary and as a last resort. Where possible, informal and/or formal counselling or other good management practice will be used to resolve matters prior to any disciplinary action being taken. The procedure is intended to be positive rather than punitive but takes cognisance of the fact that sanctions may have to be applied in some circumstances. An employee can discuss any part of this policy with their Manager. They can help clarify an employee's rights as well as give guidance and support where it may be needed. Every individual has the right to representation at any point during the disciplinary process.

SUSPENSION

Suspension is not disciplinary action. The purpose of suspension is manifold and can be used when it is necessary to remove a member of staff from the workplace pending an investigation for example, to allow time for a 'cooling down period' for both parties, for their own or others protection, to prevent them influencing or being influenced by others or to prevent possible interference with evidence. Only the Manager in charge of that individual, at that time or their superior, have the authority to suspend an individual.

An employee suspended from duty will receive written confirmation within three days of:

- the reason for the suspension
- the date and time from which the suspension will operate
- the timescale of the ongoing investigation
- the right of appeal to the immediate manager of the suspending manager should the suspension last more than 7 days

COUNSELLING

Counselling is an attempt to correct a situation and prevent it from getting worse without having to use the disciplinary procedure.

Where improvement is required, the employee must be given clear guidelines as to:

- what is expected in terms of improving shortcomings in conduct or performance
- the time scales for improvement
- when this will be reviewed
- the employee must also be told, where appropriate, that failure to improve may result in formal disciplinary action.

A record of the counselling should be given to the employee and a copy retained in their personnel file. It is imperative that any counselling should be followed up and improvements recognised and recorded. Once the counselling objectives have been met, any record of the counselling will be removed from the employees file.

If during counselling it becomes clear that the matter is more serious, then the discussion should be adjourned, and pursued under the formal disciplinary procedure.

PROCEDURE FOR FORMAL INVESTIGATION

Formal investigations should be carried out by the most appropriate Trustee who is not directly involved with the incident being investigated. This Trustee may involve others to assist with the investigation process. All the relevant facts should be gathered promptly as soon as is practicable after the incident. Statements should be taken from witnesses at the earliest opportunity. Any physical evidence should be preserved and/or photographed if reasonable to do so.

A report should be prepared which outlines the facts of the case. This should be submitted to the Chair of Trustees who will decide whether further action is required. Where appropriate, this report may be made available to the individual and their representative.

In most circumstances where misconduct or serious misconduct is suspected, it will be appropriate to set up an investigatory hearing. This would be chaired by the Chair of Trustees, who would be accompanied by another Trustee. The investigating Trustee would be asked to present his/her findings in the presence of the employee who has been investigated. Witnesses should be called at this stage, and the employee allowed to question these witnesses. The employee has a right of representation at this hearing.

Following the full presentation of the facts, and the opportunity afforded to the employee to state his/her side of the case, the hearing should be adjourned, and everyone would leave the room except the Trustee hearing the case, and the other Trustee. They would discuss the case and decide which of the following options was appropriate:

1. take no further action against the employee
2. recommend counselling for the employee
3. proceed to a disciplinary hearing

All parties should be brought back and informed as to which option has been chosen. Should the decision be taken to proceed to a disciplinary hearing, then this may follow on immediately from the investigatory hearing if the following criteria have been met:

- the employee has been informed by letter that the investigation may turn into a disciplinary hearing, and that he/she has the right of representation
- he/she has been told in advance what the nature of the complaint is, and had time to consult with a representative
- all the facts have been produced at the investigatory hearing, and the Trustee is in a position to decide on disciplinary action
- the Trustee should inform the employee and their representative that the hearing would now become a formal disciplinary hearing, and invite them to say anything further in relation to the case

It may be appropriate at this point to adjourn proceedings, whilst necessary arrangements are made for a representative to attend the hearing at the request of the employee.

Should anyone who is subject to disciplinary action resign during the course of it, the action will cease unless there are extenuating circumstances which require its continuance. The subject of the discipline may also request that the disciplinary action continue.

WARNINGS

Examples of Minor Misconduct

Below are listed examples of misconduct which may warrant either a Verbal Warning or a First Written Warning. It is stressed however that this list is not exhaustive and that on all occasions a full and proper investigation must take place prior to the issue of a warning.

- Persistent lateness and poor time-keeping.
- Absence from work, including going absent during work, without valid reason, notification or authorisation.
- Smoking within unauthorised areas.
- Failure to work in accordance with prescribed procedures.
- Incompetence.
- Unreasonable standards of dress or personal hygiene.
- Failure to observe Trust policies and procedures.

Verbal Warning

A Verbal Warning is appropriate when it is necessary for the manager in charge to take action against an employee for any minor failing or minor misconduct.

First Written Warning

A First Written Warning is appropriate when:

- a verbal warning has not been heeded and the misconduct is either repeated or performance has not improved as previously agreed.
- an offence is of a more serious nature for which a written warning is more appropriate.

- the recurrence or accumulation of an offence/offences, if left, will lead to more severe disciplinary action.

Examples of Gross – Misconduct

Listed below are examples of misconduct which may be considered to be Gross Misconduct and may warrant a Final Warning, Demotion or Dismissal. It is stressed however that this list is not exhaustive and that on all occasions a full and proper investigation must take place prior to the issuing of a Final Warning, Demotion or Dismissal.

- Theft, including unauthorised possession of charity property
- Breaches of confidentiality, prejudicial to the interest of the charity
- Being unfit for duty because of the misuse/consumption of drugs or alcohol
- Refusal to carry out a management instruction which is within the individual's capabilities and which would be seen to be in the interests of the charity
- Breach of confidentiality / security procedures
- Bribing or attempting to bribe another individual, or personally taking or knowingly allowing another person to take a bribe
- Physical assault, breach of the peace or verbal abuse
- False declaration of qualifications or professional registration
- Failure to observe charity rules, regulations or procedures.
- Wilful damage of property at work
- Incompetence or failure to apply sound professional judgement

Final Written Warning

A Final Written Warning is appropriate when:

- an employee's offence is of a serious nature falling just short of one justifying dismissal
- an employee persists in the misconduct which previously warranted a lesser warning

Dismissal

Dismissal is appropriate when

- an employee's behaviour is considered to be Gross Misconduct
- an employees misconduct has persisted, exhausting all other lines of disciplinary procedure

Time Scales for the expiry of Warnings

Warnings issued to employees shall be deemed to have expired after the following periods of time.

- Verbal Warnings: 6 months
- First Written Warnings: 12 months
- Final Written Warnings: 18 months (or as agreed and recorded at the hearing)

These time scales remain provided that during that period, no further warnings have been issued in respect of the employee's conduct.

LETTERS

Warnings must contain the following information:

- The nature of the offence and where appropriate, that if further misconduct occurs, more severe disciplinary action will be taken
- The period of time given to the employee for improvement
- The employees right to appeal to the Board of Trustees
- A copy of the warning and any supporting documentation must be attached to the individual's personnel file
- The employee must also receive a copy of the warning which in the case of any written warning will be sent to their home address by recorded delivery if not handed to them in person
- In the case of a final written warning, reference must be made to the fact that any further misconduct will lead to dismissal, and that the employee has the right of appeal, and to who they can make that appeal

The letter confirming dismissal will contain the following information:

- The reason for dismissal and any administrative matter arising from the termination of their employment
- The employees right of appeal and to whom they should make that appeal

Letters must be issued within 7 days of the date of any disciplinary hearing.

APPEALS

Every employee has the right to appeal against the outcome of a disciplinary hearing. The basis of an appeal should normally relate to one of the following areas:

- that the Trust's Procedure had not been followed correctly
- that the resulting disciplinary action was inappropriate
- that the need for disciplinary action was not warranted
- that new information regarding disciplinary action, has arisen

An appeal should be put in writing to the Chair of Trustees. The letter of appeal may be constructed by the employee or their representative. The letter should contain the grounds for appeal and should be lodged within 10 days of receipt of the warning / dismissal letter. An appeal will be arranged within 20 working days of receipt of the appeal letter.

Appeals against Verbal and First Warnings

In the case of verbal and first warnings, the appeal will be heard by the Trustee with responsibility for staffing policy.

Appeals against Final Warnings and Dismissal

The hearing and determining of appeals against final warnings and dismissal will be heard by the Chair of Trustees. They may also involve another Trustee not previously involved with the case.

When dealing with an appeal against a Final Warning or Dismissal written statements of case may be submitted no later than 2 days prior to the date of Appeal Hearing. No additional written evidence will be admitted on the date of the Hearing.

Witnesses may be required by either party at an appeal hearing, dependent upon the circumstances and nature of the case. However, there is no specific obligation on either party to produce a witness. Either party must give 5 days prior notice that they intend to call specific persons involved or associated with the case under consideration.

It is the responsibility of the charity and for the appellant to each arrange for the availability and attendance of any witness they wish to call.

The decision of the appeal Board will be communicated in writing within 5 days of the final appeal.

There is no further right of appeal.

11. Contacts

Trustees

| | | |
|---------------------|--------------|--|
| Roma Jackson | | romajackson@yahoo.co.uk |
| Susanna Grunsell | | susannag@btinternet.com |
| Emily Moseley | | emmydee3838@aol.com |
| Nicola North | 07528 556165 | nicola@workingtogether.co.uk |
| Simon Lambourne | | s.lambourne565@btinternet.com |
| Alison Holman | | alison@awakenconsulting.com |
| Julian Crombleholme | | jdctdc1989@gmail.com |

Confirmation of Receipt of Handbook Form

Working Together Ludlow Limited

| | |
|-------------------|--|
| Name: | |
| Job Title: | |
| Manager: | |

I confirm I have received a copy of the Working Together Ludlow Limited Staff Handbook and that I have read this and understood the contents.

I also confirm that I have sought/will seek clarification from my manager on any issues outlined in the Handbook which I am not clear about.

Signed: _____

Date: _____

Please return this form duly completed and signed to your manager.