



# **EMPLOYEES, SELF EMPLOYED AND CONTRACTORS**

## **CARETAKERS, CHAPEL HOUSE TENANTS**

**(Tenancy Pack)**

**August 2010**

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# **EMPLOYEES, SELF EMPLOYED AND CONTRACTORS**

## **1. EMPLOYEES**

You will find with this information, an Employment Information Pack which provides extensive details regarding employment rights, procedures, policies and your obligations as an Employer.

Whilst this seems at first sight to be daunting, it is important that all of the information and advice contained within the pack is considered and where necessary, implemented.

If you have Employees who do not have a written Employment Contract, it is important that you put one in place. The Contract that is within the pack is specifically designed to cater for Caretakers who occupy chapel house properties and should not be used for other general employment purposes.

Employers often try to avoid their responsibilities to Employees by designating Employees as being Self-employed and thereafter paying them gross ie without any deduction for tax, National Insurance etc. This does not absolve the Employer of responsibilities and duties automatically.

The general statutory definition of Employee for employment purposes is an individual who has entered into or works under a Contract of Employment. The Contract may be oral or written. It makes no difference to the Employee's rights and the Employer's obligations if the Contract is not written.

In certain circumstances, it can be determined that a person labelled as self-employed is in reality an Employee with all of the accompanying rights.

A person is generally determined to be employed if he has to do the work himself, can only work for one person at a time who is in charge of what the Employee does, and the Employee can be told how, when and where to do the work and often has to work a set amount of hours and is paid a regular amount according to the hours worked. Even casual or part-time work can result in an employment status being gained.

Persons are usually determined to be self-employed if they run their own business and take responsibility for its success or failure, have several customers at the same time, can decide how, when and where they do their work, are free to hire other people to do the work or to help them at their own expense and provide the main items of equipment to do the work.

You will appreciate therefore that to avoid the responsibilities of an Employer, it is not simply sufficient to label a person as self-employed. The reality of the situation will always be looked at to determine whether or not an employment status arises.

As well as having important consequences in relation to an Employer's duties and obligations, and an Employee's rights, this also has important consequences in relation to National Insurance and tax issues. It is important therefore that you properly determine the status of the persons involved

## **2. CONTRACTORS**

Obviously work can be carried out by contractors who are self-employed on an ad hoc basis. Working under one-off contracts for a specific job, for example carrying out electrical repairs, does not bring with it the rights and duties of an employed person. However, health and safety issues still arise and it is important that any equipment provided is safe and the premises which are being worked upon are safe.

If you are employing contractors, there are a number of checks that you need to carry out even if the contractor is well known to you or has been engaged by you on a number of occasions in the past. The nature and extent of those checks depends on the nature and extent of the work being carried out. In all cases however it is vital that you ensure that the contractor is properly qualified and certified to carry out the work that is being done and has in place adequate public liability insurance. It is always worth requiring a copy of the public liability insurance certificate to be produced to you before the job is commenced so that it can be kept in your records should any issues arise.

If any electrical work is being carried out then the relevant certificates have to be held by the electrical engineer and if any obviously dangerous work such as working at height is being carried out, you should ensure that a full risk assessment is undertaken and copies of that risk assessment and job plan etc should be lodged with you. You should also check and ensure that adequate precautions are being taken to ensure that members of the public or your employees are not being exposed to any danger or risks whilst the work is carried out. It is always worth having on the file a copy of the risk assessment the contractor carried out before the work commences and if you are unsure about any of the assessments made or the precautions that are being taken, then they should be brought to the attention of the contractor before the work commences.

It must be remembered that it is your responsibility to ensure that anyone who works upon or at any premises are properly qualified, has the relevant certificates and are properly insured and are carrying out the work in a safe manner not only for themselves but also for yourself and members of the public.

In order to streamline the process, it is always worth having a list of approved contractors who can be called upon and who are aware of your requirements and their obligations and duties so that the process can be quickly dealt with.

# **EMPLOYMENT INFORMATION PACK**

## **EMPLOYMENT OF CARETAKERS & OTHERS**

This pack is intended to give general guidance and assistance in relation to caretakers and other employees and tenants, their rights and your obligations and duties.

It cannot replace specific legal and other professional advice tailored to your situation but may highlight areas where you need to seek such advice and implement new procedures and practices.

The pack is split into 3 sections namely:

### **SECTION A**

Caretakers' employment status and the status of their occupation of any chapel houses

### **SECTION B**

Procedures and policies relating to employees

### **SECTION C**

Health and Safety guidance, policies and risk assessments

Please consider all of the information contained in the pack carefully. There will undoubtedly need to be changes and improvements to the present situation that you will need to implement but you must consider carefully whether or not you have complied with all of your obligations and duties in relation to any caretakers, employees and tenants.

Dated: .....

## SECTION A

It is not possible to generalise about the status of existing chapel caretakers as much depends on individual circumstances and facts.

It is however likely that most caretakers will be found to be service occupants and not tenants assuming a written employment type agreement has been entered into which refers to the occupancy of the chapel house as ancillary to the employment of the caretaker.

It may be found that the caretakers are tenants and the nature of that tenancy will depend on the individual facts of the case and when it came into existence. If this is an issue which causes concern you should seek legal advice relating to the facts of your particular circumstances.

In future, the preferred way forward is by way of Express Service Occupancy Agreement. This provides for the employment of a caretaker to carry out set duties and ancillary to that employment creates a licence to occupy the chapel house, such occupation being necessary to reasonably perform the duties of the caretaker. This is of course only the case where the chapel house is in close proximity to the place where those duties are carried out. It must be reasonably necessary for the furtherance of the duties for the chapel house in question to be occupied if a service occupancy is to be created. If this cannot be argued it is better to have an employment contract with a separate and entirely separated tenancy agreement.

Informal arrangements are potentially dangerous and do not provide any certainty as to the status of either party and to how vacant possession of the chapel house can be secured if necessary in the future.

If therefore there is an agreement in place of whatever nature, written or oral, and however old, it is now worth reviewing it and if necessary, replacing it. If there are to be any new caretakers taken on then the advice of this information pack should be taken into account and acted upon. It is however important that the agreements are properly drawn up and legal advice should be sought. Annexed to this pack is a copy of the Service Occupancy Agreement and Employment Contract which provide an indication as to the form of such agreements.

Where a service occupancy is granted it is important to review the situation should the duties of the caretaker end. At that stage the service occupancy must be converted into a shorthold tenancy to avoid difficulties arising as to the status of the occupancy of the caretaker after the termination of their duties.

The caretaker or indeed any other tenants of properties gain certain rights and Landlords have certain obligations.

The Tenant has the right to peaceable occupation of the tenancy and their occupation must not be interfered with. This is the case even when there are difficulties or arguments in relation to the tenancy, for example, non payment of rent. It can be in certain circumstances a criminal offence to interfere with the occupancy of a Tenant and if you encounter any difficulties, legal advice must be sought immediately.

Action such as cutting off electricity or water supplies cannot be taken. Generally speaking, eviction cannot be secured unless you have first obtained a Court Order. This area is a complex area of law and care must be taken when dealing with Tenants.

A Tenant also has the right to expect that the property is in reasonably tenable condition and if it is not, then a claim for damages can arise. For example therefore any issues of damp or water ingress must be immediately attended to and if present should be resolved before the Tenant enters the property. Any property that is let must be in good condition and safe. It is wise to carry out regular inspections to ensure that this continues to be the case and certainly before any tenancy commences a full inspection of the property should be undertaken and a photographic record kept of its state. Any reports of faults from the tenant should be addressed immediately. It is important that properly qualified and insured contractors are used to deal with any repairs. For example electrical work must be carried out by a qualified contractor by law.

It is important to ensure that any property that is let is safe and remains so. For example any loose paving or handrails etc should be immediately repaired and secured. Going beyond that, all Landlords have a duty to ensure that heating systems are safe and a Landlords' Gas Certificate must be issued on a yearly basis if there is a gas boiler. Whatever the nature of the heating system, you should obtain written records from an approved maintenance technician of at least annual service and safety check. If there is natural fuel then the chimneys must be cleaned at least annually and again a safety certificate issued. As far as electrical systems are concerned, it is wise to have an annual check to ensure that current standards are adhered to and that the system remains safe. Again a full safety record should be kept.

You must also arrange Landlords' insurance in respect of the property to insure you against any risks should the Tenant be injured at the property. You should consult an insurance broker to ensure that all risks are adequately covered.

If you have any employees you must also have Employers' Liability Insurance and you must also have Public Liability Insurance in respect of any visitors to any of your premises. It is vital that if you do not have such policies in place, a full review is immediately carried out by an appropriate insurance broker. It is wise to have regular reviews of your insurance status in any event to ensure that you are adequately covered. Needs and obligations can change and regular reviews must be undertaken.

## **SECTION B**

### **Employers**

The following guidance applies both to existing and new employees. New employees only obtain certain rights after one year of employment for example a right to claim for unfair dismissal or redundancy. However, this does not excuse the implementation of the advice contained herein until after one year's employment. Indeed, it is vital that the following guidance is covered, policies put in place and implemented prior to employment if possible but certainly upon employment. If you already have employees then you should carry out a full review of their present employment situation and implement the necessary policies and guidance contained herein. Any employees should have a written contract of employment and you should provide one as soon as possible if you have employees without a contract. In any event you have an obligation to provide employees with a statement of terms within 13 weeks of their employment starting. An employment contract ensures that both parties are fully aware of their respective obligations and rights. You should seek advice to ensure the contract provided deals properly with your circumstances.

Once again you should carefully read through the policies, procedures etc which form templates and which should be adapted to your particular set of circumstances.

The first question to consider with an employee is whether or not you are complying with present National Minimum Wage Regulations.

Employees are entitled to be paid the National Minimum Wage and any failure to do so can lead to a claim which can be back dated up to six years. That claim and the enforcement of it can be pursued on behalf of the employee by the National Minimum Wage Council.

The National Minimum Wage is set by Parliament and is subject to a regular review. It is important therefore that you review your situation regularly to take into account National Minimum Wage. At the moment the National Minimum Wage is generally set at £5.80 per hour gross subject to some amendment depending on the age etc of the employee.

In the past it has been common practice to reduce or waive rents of chapel houses for caretakers in lieu of payment of wages. Unfortunately under the National Minimum Wages Act this is only possible up to a rate of £31.22 per week. In other words, if an employee does 10 hours a week entitling them to wages of £58.00 you would only be entitled to reduce this by £31.22 in respect of the accommodation provided and you would have to still pay the remainder.

There are very restrictive exceptions to the National Minimum Wage Act which effectively only excludes voluntary workers employed by charities. However the worker must be purely voluntary and must receive no monetary payments of any description except in respect of expenses which have been reasonably incurred and must receive no benefits in kind of any description other than the provision of some or all of his subsistence or such accommodation as is reasonable in the circumstances of the employment.



A question would therefore arise as to whether or not the provision of accommodation free of charge would avoid the need to comply with the National Minimum Wage Act. However this is a question of what is reasonable in the circumstances of the employment and clearly is open to interpretation. If you attempted to argue that this applied then no further payments could be made to the caretaker except in respect of expenses. You would have to argue that the caretaker was purely voluntary and that the provision of the accommodation was reasonable in the circumstances of the employment. Where the property concerned houses the caretaker and his or her family and the hours worked are not substantial, this would be difficult to argue and to maintain. By far the most straight forward situation is to pay a proper wage to the caretaker in respect of hours worked under the National Minimum Wage Act so that compliance is ensured and if necessary offsetting up to the permitted level against the rent of the property and to set a proper level of rent payable by the caretaker in respect of his occupation. This also has the advantage of making it clear what rent is expected for the property should the caretaking duties end for any reason.

Once again, depending on your particular circumstances, this may not be the best way forward and advice should be sought concerning those circumstances.

You will find with this pack a Check List determining whether the minimum wage has been paid. This enables you to determine the calculation of the minimum wage which is payable and again a pro forma is included.

If you have any employees then you should have proper appropriate documentation in place in relation to employment contracts and policies and procedures.

Annexed to this pack as well as the Service Occupancy Agreement and Employment Contract you will find examples of policies and procedures. Some of these policies and procedures are referred to in the Employment Contract and they must be put into place to ensure that any employees' rights are respected and upheld and to ensure that should any issues such as a grievance or disciplinary proceedings arise, the appropriate procedures are in place which must then be followed.

The lack of procedures can lead to difficulties and indeed enhanced awards at an Employment Tribunal.

You will find with this pack the following policies:

1. Equal Opportunities Policy including harassment and disability.
2. Sickness and Attendance Policy and procedure
3. A Maternity Leave Policy
4. A Paternal Leave Policy
5. An E-mail, Fax & Internet Policy
6. A Policy on Drugs, Alcohol and other Substances

Copies of these policies should be kept in a central place where the employee has access to them. Again, you should carefully consider the content of these policies to ensure that you are happy with them and that they apply to your particular set of circumstances.

There are certain procedures which must also be put in place and again these should be kept in a central place where the employee has access to them. They must be regularly reviewed and adapted to your particular set of circumstances.

The procedures that you will find annexed hereto are as follows:

1. A Disciplinary and Grievance Procedure with ACAS Code of Practice
2. Grievance Procedure
3. Redundancy Procedure Guide

Should you encounter any difficulties with employees such as disciplinary issue or grievance being lodged by an employee, then the situation must be addressed immediately and with due consideration. Legal advice should be sought. You may also seek guidance from ACAS, the Arbitration and Conciliation Service who provide a free service to employers and employees and would be able to answer your general enquiries in most cases quite quickly. You will see that their guidance has been included and it is important that their guidance and procedures are followed as they given an indication of proper procedure and fairness to the Employment Tribunal.

Every employee has the right to expect these procedures are in place and to expect that they will be implemented consistently and fairly. Failure to do so can give rise to a claim on behalf of the employee to the Employment Tribunal and in some cases a substantial award in the employee's favour. When any difficulties arise with an employee, legal advice should be sought at the earliest possible opportunity to avoid the incorrect procedures or policies being applied and unfair treatment of the employee taking place.

## **SECTION C**

### **Health and Safety Issues**

Health and safety issues arise not only in respect of employees but also visitors to all of your premises.

Employees are entitled to expect a safe system of work, safe equipment and materials and safe premises. Visitors are entitled to expect that the premises that they are visiting are safe.

We have referred earlier to the various insurances that you need to put in place and it is vital that you do so. It is also vital that health and safety practices and procedures and records are put in place. As a public building, you should by now have carried out a fire risk assessment and implemented the advice of the appropriately qualified Fire Risk Assessor. If you have not already done so, arrangements must be made immediately to carry out this assessment. The works recommended must be implemented immediately.

It is wise to carry out a regular review of all of your health and safety practices and procedures and to ensure that records are properly kept. As a bare minimum you must have available an Accident Record Book and a policy for reporting any accidents to your appropriate insurers. All accidents must be reported immediately whether or not a claim arises out of them.

Those in charge of the premises must remain diligent and if any problems are spotted, work must be carried out immediately to resolve them and remedy any hazard that may arise. This can include loose paving stones, lights that are out and anything that does or could create a hazard to a visitor or employee.

Health and safety is a complex area that generally requires expert advice. The documents, policies and procedures that are therefore included in this Advice Pack are very much a starting point to direct you to the fact that this is a complex area and is one that must be addressed and considered immediately. You should seek the advice of an expert Health & Safety Consultant to ensure that you are complying with all relevant legislation and that there are no hazards or problems that need to be remedied now.

In order to assist you will find annexed hereto the following health and safety documents:

1. Safety audit to be carried out by you which will direct you to the sort of problems and procedures that need to be addressed.
2. Safety Policy. A safety policy must be implemented and available for inspection by all employees.
3. A Check List for risk assessment. Risk Assessments should be carried out in relation to all work that employees carry out and any risks to which visitors are exposed.

4. Record of risk assessment. A written record of all risk assessments and health and safety checks must be maintained centrally.
5. Risk assessment for general use. You will see from this risk assessment that the procedures and considerations are lengthy and require proper consideration
6. Record of maintenance. In relation to all machinery, all records of its specification and compliance with relevant EU regulations must be kept at the point of purchase and all machinery must be regularly checked and maintained. A full record must be kept. In relation to all electrical appliances, a safety check must be carried out and a full record kept. This relates to all portable appliances no matter how minor. If you have not had an electrical safety check carried out, then one should be commenced immediately by an appropriately qualified electrical contractor. A similar safety check should also include the main electrical system at any premises.
7. Assessment for personal protective equipment. This can be used to assess whether or not employees are exposed to risk in relation to any working practices or machinery that they may be using to ensure that proper protective equipment is issued and maintained.
8. Manual handling assessment check list. Any employees undertaking manual handling must be trained properly. You will also need to implement a manual handling policy. The nature of this policy depends very much on the type of work that an employee carries out and should be drafted with expert input once the assessment has been undertaken.
9. First Aid assessment. List of contents of First Aid Box. A First Aid Box must be kept on site and readily available to first aiders. The exposure of employees to risk must be considered. First Aid facilities must be available and imparted to employees. First Aid assessment will help you consider the facilities that should be made available and the information to employees.
10. Records of Accidents and dangerous occurrence. There is an obligation to keep a full record of any accidents that occur which involve visitors or employees. This is the case whether or not personal injury occurs or damage to any property occurs. It is important that all such accidents are reported to your insurers immediately.

You should also keep a record of dangerous occurrences that do not necessarily lead to any injury or damage so that any such occurrences can be used to improve your health and safety procedures, policies and training and the information gained from them can be used to avoid repetition of such occurrences which could lead to loss or damage.

In relation to serious incidents, an obligation to report the matter to the Health & Safety Executive for investigation may well arise. This obligation should be borne in mind should any serious accidents or occurrences occur.

The information provided we must emphasise does not replace a full Health and Safety review from a Consultant but preparation and implementation of these documents will at least assist you in addressing immediately problems and will provide a basis of information for any Consultant to assist them in their work.

Please take the time to carefully consider all of the information, policies, practices and procedures and to implement as many as possible at this point in time and to seek the necessary professional advice relating to your particular set of circumstances forthwith.

It is your responsibility to ensure that all of these matters are addressed and dealt with and that they are regularly reviewed in terms of their effectiveness, use and applicability.

Dated January 2010.

## **AGREEMENT FOR SERVICE OCCUPANCY**

IMPORTANT – THIS AGREEMENT IS A BINDING DOCUMENT. BEFORE SIGNING IT YOU SHOULD READ IT CAREFULLY TO ENSURE THAT IT CONTAINS EVERYTHING YOU DO WANT AND NOTHING UNACCEPTABLE TO YOU. IF YOU DO NOT UNDERSTAND THIS AGREEMENT OR ANYTHING IN IT, IT IS STRONGLY SUGGESTED YOU ASK FOR IT TO BE EXPLAINED TO YOU BEFORE YOU SIGN IT. YOU SHOULD SEEK YOUR OWN INDEPENDENT LEGAL ADVICE AND SHOULD CONSULT A SOLICITOR, CITIZENS' ADVICE BUREAU OR HOUSING ADVICE CENTRE.

THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_  
2009

BETWEEN (1)

(the Employer) and (2)

of

(the Occupier)

NOW IT IS AGREED as follows:-

### **1. DEFINITIONS AND INTERPRETATIONS**

In this Agreement

- 1.1 The Contents means the furniture furnishings installations and other items licensed for use with the premises set out in the Inventory annexed to this Agreement and signed by the Employer and the Occupier
- 1.2 The Employment Agreement means the Employment Agreement dated and made between (1) the Employer and (2) the Occupier
- 1.3 The Property means the house known as \_\_\_\_\_

### **2. EMPLOYMENT**

- 2.1 The Occupier is employed by the Employer under the Employment Agreement as a Caretaker at a wage of £ \_\_\_\_\_ per annum
- 2.2 The Employer requires the Occupier to reside at the Property for the proper performance of his duties under the Employment Agreement

### **3. LICENCE**

- 3.1 The Employer permits the Occupier to occupy the Property and to use the contents during the period of his employment under the Employment Agreement
- 3.2 It is agreed and declared and the Occupier acknowledges that this licence is not intended to confer exclusive possession upon the Occupier or to create a legal relationship of Landlord and Tenant between the parties. The Occupier shall not be entitled to an assured tenancy or a statutory periodic tenancy under the Housing Act 1988 or any other statutory security of tenure now or when the licence conferred by this Agreement ends.

### **4. RESTRICTIONS ON ASSIGNMENT**

The licence to reside in the Property conferred by this Agreement is personal to the Occupier and is not assignable and will end automatically without any separate Notice on termination of the Employment Agreement or if the Occupier ceases to reside at the Property

### **5. THE OCCUPIER'S AGREEMENTS**

The Occupier agrees with the Employer:-

- 5.1 To reside in the Property so long as the Employment Agreement continues with proper performance of his duties under the Employment Agreement
- 5.2 That the Employer and any persons authorised by him may enter the Property at any time to inspect the Property and to substitute articles of furniture
- 5.3 To be responsible for paying for all gas and electricity consumed on or supplied to the property during the period of his occupation
- 5.4 To keep the Property and the contents in good condition and to make good all damage fair wear and tear excepted
- 5.5 Not to remove the contents from the Property
- 5.6 To ensure that the Property is cleaned daily and all rubbish is disposed of daily in the rubbish bin provided
- 5.7 Not to use the Property except as a private residence and sleeping place for the Occupier and the Occupier's spouse
- 5.8 Upon ceasing to be employed under the Employment Agreement to vacate the Property promptly and to make good or pay for repair of any damage to the Property and to repair or replace any items of contents that may have been lost damaged or destroyed fair wear and tear excepted

- 5.9 To be responsible for and to properly discharge the Council Tax in respect of the Property
- 5.10 To pay the sum of £            per week in rent to be paid four weekly in arrears.

**6. TERMINATION OF THE LICENCE**

The licence conferred by this Agreement shall end:-

- 6.1 Upon termination of the Employment Agreement if the Employer gives written notice to the Occupier determining the Employment Agreement in accordance with the Employment Agreement
- 6.2 If the Occupier ceases to reside in the Property
- 6.3 At the expiration of not less than four weeks notice in writing by either party to the other given at any time separate and apart from any Notice under the Employment Agreement
- 6.4 Upon the expiration of not less than four weeks written Notice served by the Employer at any time if the Occupier is in breach of any terms of this Agreement
- 6.5 Upon the expiration of not less than four weeks written Notice served by the Employer in the event of the death of the Occupier the Notice to be served on the Occupier's personal representatives or spouse.

SIGNED .....  
   OCCUPIER

SIGNED .....  
   EMPLOYER



## **SCHEDULE OF CONTENTS**

THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_

BETWEEN (1) THE TRUSTEES OF \_\_\_\_\_

(the Employer) and (2) \_\_\_\_\_

of \_\_\_\_\_

(the Caretaker)

NOW IT IS AGREED as follows:-

### **1. DEFINITIONS**

In this Agreement the following terms shall have the following meanings:-

- 1.1 The “Employer” means Trustees
- 1.2 The “Commencement Date” means the date of this Agreement (or if different the date the employment commenced which should be inserted)
- 1.3 The “Church” means the Employer’s property at \_\_\_\_\_
- 1.4 The “Grounds” means the Employer’s land on which stands the house and the Church including the driveways paths parking areas and gardens
- 1.5 The “House” means the Church’s House known as \_\_\_\_\_
- 1.6 The “Management Committee” means the Church’s management or corresponding committee from time to time with the general power of management of the Church’s affairs

### **2. LEGAL CAPACITY**

The Church Officers are empowered under the Church’s Rules to enter into this Agreement and all obligations entered into by them under or in connection with this Agreement are entered into on behalf of the Church. The Church Officers’ liability under this Agreement and the liability of their successors shall be limited to the amount of the assets of the Church over which they have control.

### **3. EMPLOYMENT**

The Church Officers agree to employ the Caretaker at (insert place of work) and the Caretaker shall serve them and their successors as a Resident Caretaker of the Church.

#### 4. **REMUNERATION**

- 4.1 The Caretaker shall receive an annual salary of £                    for the performance of his duty under this Agreement. This will be paid by equal monthly instalments in arrears on or about the day of every month
- 4.2 If the Caretaker is for any reason indebted to the Employer for any amount the Caretaker agrees that the Church Officers shall be entitled to make a deduction in or towards the discharge of that liability from his remuneration or any other money payable from the Church Officers to him.

#### 5. **RESIDENCE**

The Caretaker is required for the purpose of better performing his duties under this Agreement to occupy the House as his residence and for that purpose to enter immediately into an Agreement with the Church Officers in the form annexed to this Agreement.

#### 6. **DUTIES**

- 6.1 The duties of the Caretaker shall be to assist the Management Committee in operating the Church in accordance with the Church's objectives and in particular to undertake the duties set out in the Schedule.
- 6.2 The Caretaker shall undertake such other duties in relation to the Church and its activities as the Management Committee from time to time reasonably directs and in the exercise of his duties the Caretaker shall observe and comply with all reasonable resolutions regulations and directions from time to time given by the Management Committee.
- 6.3 The Caretaker will carry out their duties in a proper workmanlike and safe manner to ensure the safety of the Employee and others.

#### 7. **NO FIXED HOURS**

The Caretaker shall conform to such hours of work as are necessary for the performance of his duties under this Agreement and devote such minimum time to them as the Management Committee from time to time reasonably requires of him.

#### 8. **OTHER WORK**

The Caretaker may be employed by or in any other way work for any other person if that employment or work does not in the opinion of the Management Committee in any way diminish or restrict the performance of his duties under this Agreement. Before commencing such other work the Caretaker shall obtain the written consent of the Management Committee.

9. **PERIOD OF EMPLOYMENT**

- 9.1 The Caretaker's period of continuous employment with the Church started on (insert date)
- 9.2 The Caretaker's employment under this Agreement starts on the Commencement Date and shall continue from that date until (insert date) unless and until it is terminated as set out in this Agreement
- 9.3 Either party may terminate this Agreement during the first six months from the Commencement Date by not less than one month's written notice to the other and after that period by not less than three months written notice to the other.

10. **PENSION**

- 10.1 There is no pension scheme applicable to the Caretaker's employment
- 10.2 A Contracting Out Certificate pursuant to the Pension Schemes Act 1993 is not in force.

11. **ABSENCE**

The Caretaker shall notify the Church on the first day of such absence from work or as soon after as it is practicable and given the reason for and expected duration of his absence. There is no contractual right to payment in respect of periods of absence due to sickness or incapacity and such payments are at the discretion of the Church. The Caretaker will be paid any entitlement to statutory sick pay.

12. **HOLIDAY**

- 12.1 The Caretaker shall be entitled to 28 days paid holiday including statutory holidays in each year to be taken at such dates as the Management Committee considers most convenient having regard to the Church's requirements.
- 12.2 The holiday year is 1<sup>st</sup> January to 1<sup>st</sup> December

13. **EXPENSES**

- 13.1 The Caretaker is not entitled to claim expenses without the written consent of the Management Committee obtained prior to incurring the expenses. If the Caretaker has been authorised to do so and has incurred expenses the Caretaker will be reimbursed by the Management Committee only on the presentation of receipts vouchers or other evidence for actual payment as required by the Management Committee.
- 13.2 The payment of expenses is made at the end of each month and claims not submitted by the end of the month immediately after that in which they were incurred may be disallowed.

#### 14. **GOOD FAITH**

The Caretaker shall not receive or obtain directly or indirectly any discount rebate commission or other benefit in respect of any goods or services supplied or acquired by the Church or any other business transacted by it and if he does receive any such discount rebate commission or other benefit he shall account to the Church for it.

#### 15. **TERMINATION OF EMPLOYMENT**

15.1 The Church Officers may terminate the Caretaker's employment summarily without notice if:

15.1.1 The Caretaker is in breach of any of his express or implied obligations under this Agreement.

15.1.2 If the Caretaker fails or ceases to perform his duties under this Agreement to the Management Committee's reasonable satisfaction after previous warning

15.1.3 If the Caretaker is unable or prevented from carrying out his duties under the Agreement for incapacity or any other cause for any period or periods exceeding a total of 26 weeks in any period of 104 weeks

15.1.4 If the Caretaker is convicted of any criminal offence other than an offence which in the opinion of the Management Committee does not affect his relationship to the Church under this Agreement

15.1.5 If the Caretaker is guilty of any gross misconduct or wilful neglect in the discharge of his duties under this Agreement

15.1.6 If the Caretaker is guilty of any act which brings the Church or himself into disrepute or which in the Management Committee's opinion is prejudicial to its interests

15.2 The Caretaker's employment shall not be determined or affected by any change in the identity of the Church Officers or the Church's or the Management Committee's composition but shall be binding between the Church and the Caretaker as long as the Church however constituted continues in existence and no such change shall constitute a dismissal of the Caretaker

16. If the Caretaker has any grievance relating to his employment he should apply in writing to The Chapel Secretary. The grievance procedure in relation to the Caretaker's employment is available from the Chapel Secretary. The grievance procedure is not contractual.

#### 17. **THE DISCIPLINARY PROCEDURE**

The disciplinary policy applicable to the Caretaker's employment is available from the Chapel Secretary. The disciplinary rules form part of the Caretaker's Contract. The disciplinary procedure is not contractual. If the Caretaker is dissatisfied with any

disciplinary decision taken in relation to him he should apply in writing to The Chapel Secretary.

**18. PRIOR ARRANGEMENTS**

This Agreement is in substitution of all previous contracts expressed or implied between the Church and the Caretaker which shall be terminated by mutual consent from today.

**19. ENTIRE UNDERSTANDING**

This Agreement embodies the entire understanding of the parties in respect of the matters contained or referred to in it and there are no promises terms or conditions or obligations oral or written expressed or implied other than those contained in this Agreement.

**20. NO VARIATION**

No variation or amendment to this Agreement of oral promise or commitment relating to it shall be valid unless committed to writing and signed by or on behalf of both parties.

**21. NOTICES**

21.1 Any notice given under this Agreement shall be in writing and may be served personally or by registered or recorded delivery mail.

21.2 The Caretaker's address for service of the notice shall be the House

21.3 A notice shall be deemed to have been served if served in person at the time of service and if it was served by post 48 hours after it was posted

**22. CONTRACTS – RIGHTS OF THIRD PARTIES**

A person who is not a party to this Agreement has no right under the Contracts (rights of third parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

SIGNED .....

CARETAKER

SIGNED .....

EMPLOYER

## **THE SCHEDULE**

The Caretaker shall in performance of his duties:

1. Keep the Premises in a clean and tidy condition at all times.
2. Keep the Chapel environs including the Chapel Parking Spaces tidy and free from debris
3. Keep the garden area to the rear of the premises in a tidy condition
4. Open the Building for services and meetings including special services and occasions such as weddings and funerals
5. Open the Building for those who need access to the Building for maintenance servicing or preparation for meetings including arranging flowers for services
6. Ensure the security of the Building at all times including locking the Premises and setting the burglar alarm
7. Respond to activation of the burglar alarm system by calling for help and support as necessary and deactivating the system after false alarms
8. Attending to any emergency or routine repair and maintenance workers to ensure their access to the Premises as may be required
9. To report any defects in the Premises their contents or any equipment or any necessary repairs to the same immediately the same become apparent to the Chapel Secretary

## **CHECKLIST FOR DETERMINING WHETHER MINIMUM WAGE HAS BEEN PAID**

### **A INTRODUCTION**

- 1 This checklist summarises the main steps and matters to be considered in determining whether or not someone is entitled to receive and receives the minimum wage.
- 2 The detailed calculation is complicated but in essence it involves working out an hourly rate of pay by dividing payments received by hours worked.
- 3 The checklist has the following main sections:
- (a) Who should receive the minimum wage? (B)
  - (b) What is the reference period for comparing payments received and hours worked? (C)
  - (c) How much has the worker been paid for the reference period? (D)
  - (d) How many hours has the worker worked during the reference period? (E)
  - (e) Is the worker paid at least the minimum wage? (F)
  - (f) What records should be kept? (G)

### **B WHO SHOULD RECEIVE THE MINIMUM WAGE?**

- 4 A person qualifies to receive the minimum wage if he:
- (a) is a worker;
  - (b) works (or ordinarily works) in the United Kingdom; and
  - (c) has ceased to be of compulsory school age.
- 5 Is the person a worker? This includes:
- (a) a person with a contract of employment; or
  - (b) a person with a written or verbal contract to do or perform work or services personally, other than the genuinely self-employed.
- 6 The minimum wage applies to agency workers and home workers even if not otherwise defined as workers.
- 7 The main exceptions to entitlement to the minimum wage are:
- (a) the genuinely self-employed;
  - (b) persons of compulsory school age;
  - (c) certain apprentices;
  - (d) students on sandwich courses;
  - (e) trainee teachers;
  - (f) friends and neighbours;
  - (g) persons living with family who are treated as family members;
  - (h) family members living at home and working in a family business;
  - (i) voluntary workers; and
  - (j) members of the armed forces.

**C OVER WHAT TIME PERIOD ARE PAYMENT AND HOURS ASSESSED AND COMPARED?**

8 Workers do not have to receive the minimum wage for each hour worked but must receive it on average over the ‘pay reference period’—the basic period for measurement and comparison.

9 The worker’s pay reference period is:

- (a) a month, if paid monthly (or less frequently); or
- (b) the actual pay period if the pay period is shorter than a month (for example, a week, if paid weekly, a day if paid daily).

**D CHECK WHAT THE WORKER HAS BEEN PAID FOR MINIMUM WAGE PURPOSES**

**Statutory calculation**

10 To determine what has been paid, the National Minimum Wage Regulations 1999 set out a statutory calculation.

11 Essentially, the statutory calculation has the following elements.

- (a) Take actual payments referable to the pay reference period.
- (b) Add back any deductions (for example, for tax, pension contributions).
- (c) Deduct:
  - (i) any elements not referable to pay (for example, redundancy compensation or payment under a suggestion scheme);
  - (ii) any premium rates for overtime or shift premia;
  - (iii) allowances such as subsistence or London weighting;
  - (iv) tips paid other than through payroll; and
  - (v) expenses paid to the worker (which will first have been taken into account in payments made by the employer to the worker).

**What counts and does not count for minimum wage purposes?**

12 The statutory calculation looks at actual payments and adjusts it for various notional payments. It is complicated in theory, but in most cases, the calculation should be relatively simple. In taking a simple approach, it is helpful to consider what counts and what does not count for minimum wage purposes.

- (a) The following payments count towards the minimum wage:
  - (i) gross pay (including tax and national insurance contributions);
  - (ii) bonuses;
  - (iii) tips paid through payroll;
  - (iv) pension contributions made by the worker;
  - (v) accommodation up to a prescribed limit; and
  - (vi) deductions to repay loans, for the purchase of shares, and for union subscriptions.



- (b) The following payments do not count towards the minimum wage:
  - (i) overtime and shift premia;
  - (ii) allowances such as subsistence and London weighting;
  - (iii) any benefits in kind other than accommodation costs (for example, car, employer's contribution to pension, medical insurance);
  - (iv) expenses;
  - (v) deductions for the employer's own benefit;
  - (vi) accommodation costs above the prescribed limit; and
  - (vii) payment for tools, uniform etc.

## **E CALCULATE NUMBER OF HOURS WORKED**

### **Introduction**

- 13 The calculation of the number of hours worked varies according to the category of work carried out by the worker.
- 14 In looking at the number of hours worked, the following steps should be carried out:
  - (a) identify the category of work (see Paragraph 15);
  - (b) calculate the number of hours worked following the rules for the appropriate category of work (see Paragraphs 25, 28, 43 and 50):
    - (i) identify what hours count as working time (which also includes travel, training, rest breaks etc) (see Paragraphs 25 and 26); and
    - (ii) count hours over the applicable pay reference period.

### **Identify category of work**

- 15 The rules for calculating hours of work depend on the category of work and the way the worker is paid for the work they do. For minimum wage purposes, there are four categories of work:
  - (a) salaried hours work;
  - (b) time work;
  - (c) output work; and
  - (d) unmeasured work.

### **Is the worker doing salaried hours work?**

- 16 Work is salaried hours work if:
  - (a) it is done under a contract for an ascertainable number of basic hours (for example, 9.00 am to 5 pm), even though the worker may be required to work longer hours;
  - (b) the worker is entitled to be paid an annual salary by equal weekly or monthly instalments of wages regardless of hours worked; and

- (c) the worker has no entitlement to any payments other than annual salary and performance bonus: a bonus not directly related to hours worked.
- 17 In looking at whether the worker is entitled to equal payments, disregard:
- (a) periods when the worker is paid less because he is absent (for example, on long term sick leave);
  - (b) any performance bonus;
  - (c) variations in salary (for example, a pay increase);
  - (d) additional payments of the national minimum wage; and
  - (e) the fact that salary may be pro-rated because work starts or finishes during a week or month.

**Is the worker doing time work?**

- 18 If the worker is not doing salaried hours work, consider if the worker is doing time work.
- 19 Work is time work if it is:
- (a) paid for by reference to the time for which the worker works; or
  - (b) paid for on a piece rate by reference to the worker's output over a set number of hours which the worker is required to work.

**Is the worker doing output work?**

- 20 If the worker is not doing salaried hours work or time work, consider if the worker is doing output work.
- 21 Work is output work if it is paid for wholly by reference to an output measure such as piece rate (number of pieces made or processed) or the number or value of sales (for example, commission-based workers). Note that if the employer fixes the length of time to be worked, this would count as time work.

**Is the worker doing unmeasured work?**

- 22 If the worker is not doing salaried hours work, time work or output work, the worker is doing unmeasured work.
- 23 For example, the worker works unmeasured hours where there are no specified hours and he is required to work when needed or when work is available (for example, youth hostel wardens or launderette attendants).

**Identify what counts as working time and how many hours are worked**

- 24 The calculation of the number of hours worked varies according to the category of work. In looking at the number of hours worked, consider:
- (a) what counts (and does not count) as working time; and
  - (b) how many hours are worked.

**Time work**

***What counts as working time?***

- 25 In addition to time when a worker is working, time work includes:
- (a) the time when a worker is required to be available at or near a place of work (for example, on standby, on call or waiting for customers to arrive), but if the worker is at home or is allowed

- to be asleep, the time counts only if he is awake for the purposes of working;
  - (b) travel time, except when the travelling is incidental to the worker's duties (and the worker would not otherwise be working) or between work and home; and
  - (c) the time when the worker is attending training approved by the employer (or is travelling to training).
- 26 If the worker is absent from work (for example, on a lunch or tea break, on holiday, or on sick or maternity leave), that work does not count as time work, even if the time is paid.

***How many hours are worked in a pay reference period?***

- 27 In the applicable pay reference period, add:
- (a) the time when a worker is working; and
  - (b) the additional time identified above.

**Salaried hours work**

***Introduction***

- 28 Calculating the number of hours worked is complex. In summary and simplifying some of the steps, the calculation involves the following:
- (a) calculate basic annual hours;
  - (b) work out whether total hours exceed basic annual hours;
  - (c) if total hours are less than basic annual hours, ensure that pay over each pay reference period is at least at the level of the minimum wage;
  - (d) if total hours are more than basic annual hours:
    - (i) identify on what date total hours exceeded basic annual hours;
    - (ii) from the date on which total hours exceeded basic annual hours, hours for minimum wage purposes are the aggregate of:
      - (A) basic annual hours referable to a pay reference period; plus
      - (B) actual hours worked; and
  - (e) ensure that pay over each pay reference period is at least at the level of the minimum wage.
- 29 A check should be made that the hourly rate achieved by dividing annual salary by basic annual hours is at least at the level of the minimum wage. Assuming that it is, even with considerable extra hours (overtime) worked, it will only be during the last few months of a year that there will be any adjustment for the minimum wage.

***What are the basic annual hours?***

- 30 Basic annual hours are the number of hours in respect of which a worker is entitled to his annual salary.
- 31 To determine basic annual hours:
- (a) if the pay reference period is weekly, multiply weekly contractual hours by 52;
  - (b) if the pay reference period is monthly, multiply monthly contractual hours by 12;

- (c) if the pay reference period is other than weekly or monthly, multiply appropriately.

By way of example, basic annual hours in a 40-hour week would be 2080 hours per year.

***Do total hours exceed basic annual hours?***

32 In determining whether total hours exceed basic annual hours, the National Minimum Wage Regulations 1999 use ‘calculation years’ as the reference period for measurement.

33 The calculation year is as follows:

- (a) 1 April to 31 March for workers employed on 1 April 1999; and
- (b) for workers employed after 1 April 1999:
  - (i) if they are paid weekly: from the start date of their employment and each anniversary;
  - (ii) if they are paid monthly: from the first day of the month in which they started employment and each anniversary (with transitional provisions for the first year in which the worker started work).

34 Having identified the calculation year, determine whether basic annual hours have been exceeded in that calculation year by adding together:

- (a) those basic annual hours for which the worker has worked;
- (b) any hours within basic annual hours for which the worker has been absent (for example, on sick leave or holiday);
- (c) hours additional to basic annual hours for which the worker has worked and not received payment other than annual salary (in effect, the overtime); and
- (d) any further time to be treated as working time but only to the extent that the worker had no entitlement under his contract to salary or other payment (for example, business travel, on call duties and training but only if outside basic annual hours).

35 The following time is treated as working time for Paragraph 34(d) above:

- (a) the time when a worker is required to be available at or near a place of work (for example, on standby or on call or waiting for customers to arrive), but if the worker is allowed to be asleep, the time counts only if he is awake for the purposes of working;
- (b) travel time for work except when the travelling is incidental to the worker’s duties and the worker would not otherwise be working or travelling between work and home; and
- (c) the time when a worker is attending training approved by the employer (or is travelling to training).

36 If basic annual hours have been exceeded, the day on which they were exceeded should be identified. This will involve close examination of time records.

***If basic annual hours have not been exceeded, how many hours are counted?***

37 If a worker’s hours have not exceeded basic annual hours, determining how many hours are counted for minimum wage purposes involves the following steps.

- (a) Calculate salaried hours in the pay reference period by dividing basic annual hours by:
    - (i) 52: if the pay reference period is a week;
    - (ii) 12: if the pay reference period is a month; or
    - (iii) if the pay reference period is neither a week nor a month, divide 365 by the number of days in a pay reference period and then divide the basic annual hours by the answer (for example, if the worker is paid 4-weekly, dividing 365 by 28 days equals 13, so the basic annual hours should be divided by 13).
  - (b) Reduce salaried hours for absence paid at less than full rate by any period in the pay reference period when the worker was absent and not receiving his normal salary (for example, on sick leave when statutory sick pay or half pay only is received).
- 38 The answer to the above calculation is the number of hours taken into account in determining whether the minimum wage has been paid.

***If basic hours have been exceeded, how many hours are counted?***

- 39 If basic annual hours have been exceeded, the next step is to calculate actual working hours after the date on which basic annual hours were exceeded.
- 40 Actual working hours are the aggregate of:
- (a) working hours actually worked by the worker; and
  - (b) time treated as working hours to the extent that the time consists of hours in respect of which the worker is not entitled to annual salary or other payment.
- 41 Having identified actual working hours in a pay reference period, the hours which count for minimum wage purposes are the aggregate of:
- (a) basic annual hours in the pay reference period; and
  - (b) actual hours worked in the pay reference period.
- This is the total number of hours in the pay reference period for which the minimum wage must be paid.
- 42 In the pay reference period in which the basic annual hours are first exceeded, the worker is treated as working the proportionate basic annual hours up to the day when the hours are exceeded and afterwards as having worked the proportionate basic annual hours plus the actual hours worked. For all subsequent pay reference periods once basic annual hours have been exceeded, the calculation is based on actual hours worked plus the proportionate number of basic minimum hours. A similar calculation needs to be performed if basic hours are changed through the year under the contract or the worker leaves before the end of the year.

**F WORK OUT HOURLY RATE OF PAY AND COMPARE WITH MINIMUM WAGE RATES**

- 43 Having worked out:
- (a) pay for minimum wage purposes (A); and
  - (b) hours for which the minimum wage must be paid (B);
- the hourly rate should be calculated.

44 Divide pay for minimum wage purposes (A) by hours for which the minimum wage must be paid (B).

The result is the worker's hourly rate.

45 The worker must receive:

- (a) at least £5.35 per hour if aged 22 or over;
- (b) at least £4.45 per hour if aged 18 to 21;
- (c) at least £3.30 per hour for workers between the ages of 16-17.

## **G WHAT RECORDS SHOULD BE KEPT?**

46 All employers must keep the following records for at least 3 years:

- (a) records sufficient to show whether a particular worker is receiving at least the minimum wage;
- (b) a copy of any rated output notice;
- (c) a copy of any daily average agreement; and
- (d) a copy of any training agreement.

47 There are no detailed requirements as to what is sufficient to show whether a particular worker is receiving at least the minimum wage. The records must be kept in a form which enables the information about a worker to be produced in a single document. Essentially there are two elements:

- (a) payments received; and
- (b) hours worked.

In the event of a claim, the onus is on the employer to show that at least the minimum wage was paid.

48 The closer a worker's hourly pay is to the minimum wage, the more important accurate records become.

49 In recording payments received, the following (non-exhaustive) factors may be relevant:

- (a) gross pay;
- (b) overtime and shift premia;
- (c) allowances (for example, London weighting or subsistence allowance);
- (d) bonuses;
- (e) tips paid through payroll;
- (f) work-related expenses incurred by the worker himself and not reimbursed;
- (g) adjustments for living accommodation; and
- (h) evidence that a payment was actually made to the worker.

50 In recording hours worked, the following may be relevant:

- (a) record of actual working hours;
- (b) travel or training time; and
- (c) periods of absence from work, such as rest breaks, holidays and sick leave.

## Calculation of pay for minimum wage purposes

### PAYMENT OR DEDUCTION

#### AMOUNT

CALCULATE actual payments

Actual payments made in pay reference period (including pay and expenses)

£...

Actual payments made in following pay reference period referable to pay reference period (including pay and expenses)

£...

Actual payments made after the following pay reference period in respect of work done in the pay reference period provided payment is paid in pay reference period in which record submitted to employer or pay reference period following

£...

ADD accommodation element

If 'free' living accommodation, add living accommodation element up to the prescribed limit

£...

AGGREGATE PAYMENTS AND ACCOMMODATION ELEMENT (TOTAL A)

£...(A)

CALCULATE (by adding back) all deductions

These will include PAYE and all other deductions, including those for worker's clothing; footwear; for union dues or pension contributions by worker; to repay loans or advances of wages; to purchase shares and for living accommodation above the prescribed limit

£...

AGGREGATE DEDUCTIONS (TOTAL B)

£...(B)

CALCULATE total of 'non-pay payments'

Payment of advance under loan or payment of wages

£...

Payment by way of pension or on retirement

£...

Compensation for loss of office

£...

Payment of court award, other than amount due under contract  
£...

Payment referable to worker's redundancy  
£...

Payment under suggestions scheme  
£...

AGGREGATE 'NON-PAYMENTS' (TOTAL C)

£...(C)

CALCULATE 'TOTAL OF REMUNERATION'  
(A + B) – C (TOTAL D)

£...(D)

### **PAYMENT OR DEDUCTION**

#### AMOUNT

DETERMINE deductions from total of remuneration

Actual payments made in pay reference period referable to earlier pay reference period  
£...

Premium rates (eg overtime or shift premia) for time work or output work  
£...

Payment by way of allowance other than allowance attributable to performance of worker (eg London weighting, subsistence allowance, unsocial hours allowance)  
£...

Payment by employer of tip or service charge that is not paid through payroll  
£...

Payment to reimburse a payment of expenses by worker to third party<sup>20</sup> or if employer does not reimburse expenses incurred by the worker in connection with work, a payment in respect of such unreimbursed expenses  
£...

Deduction by employer for payments due from worker to employer in respect of worker's expenditure in connection with employment (eg for clothing, footwear)  
£...

Deduction by employer for own use and benefit or payment due from worker to employer which employer is entitled to retain for own use and benefit other than deduction or payment:  
£...



a)  
in respect of conduct or other event in respect of which worker is liable

b)  
to repay loan or advance of wages

c)  
to refund accidental overpayment of wages

d)  
for purchase of shares

Payment due from worker to employer which employer is entitled to retain for own use and benefit (other than voluntary payments for goods or services)  
£...

Payments made in respect of periods where the worker was absent from work or engaged in taking industrial action

Deduction by employer or payment by worker to employer for living accommodation to the extent it exceeds living accommodation element  
£...

AGGREGATE DEDUCTIONS (TOTAL E)

£...(E)

DETERMINE [ALLOWABLE REMUNERATION] FOR PURPOSES OF  
MINIMUM WAGE (D – E)

£...  
(D – E)

## **Equal opportunities policy (including harassment and disability)**

The following document sets out our policy on equal opportunities. We are committed to a policy of treating all our employees and job applicants equally. No employee or potential employee will receive less favourable treatment or consideration on the grounds of race, sex, colour, religion or belief, nationality, ethnic or national origins, sexual orientation, gender re-assignment, age, disability, marital status or part-time status or be disadvantaged by any conditions of employment that cannot be justified as necessary on operational grounds.

### **1 Principles**

- 1.1 There should be no discrimination on account of race, sex, colour, perceived or actual religion or belief, ethnic or national origins, perceived or actual sexual orientation, gender re-assignment, age, disability, nationality or marital or part-time status.
- 1.2 We will appoint, train, develop, reward and promote on the basis of merit and ability.
- 1.3 All employees have personal responsibility for the practical application of our equal opportunities policy, which extends to the treatment of job applicants, employees (including former employees), and visitors.
- 1.4 Special responsibility for the practical application of the equal opportunities policy falls upon managers, supervisors and those involved in the recruitment, selection, promotion and training of employees.
- 1.5 Our grievance procedure is available to any employees who believe that they may have experienced unfair discrimination. The harassment complaints procedure set out in this policy is available to any employees who believe that they may have been harassed. Employees will not be victimised in any way for making such a complaint in good faith. Complaints of this nature will be dealt with seriously, in confidence and as soon as possible.
- 1.6 Disciplinary action will be taken against any employees who are found to have committed an act of unlawful discrimination. Serious breaches of this policy and serious incidents of harassment will be treated as gross misconduct. Allegations of discrimination that are not made in good faith will also be considered as a disciplinary matter. Confidential records of ongoing matters dealt with in accordance with this policy will be kept.
- 1.7 If there is any doubt or concern about the application of this policy in any particular instance, consult a Trustee.
- 1.8 We will keep under review our policy, procedures and practices on equal opportunities.

### **2 Equal opportunities code of practice**

#### **2.1 Objectives**

- 2.1.1 We have introduced this equal opportunities policy. We regard the policy as a commitment to make full use of the talents and resources of all its employees and to provide a healthy environment, which will encourage good and productive

working operations within the organisation. This code of practice describes how the policy is to be applied.

2.1.2 We are particularly concerned that equality of opportunity is maintained in the following areas:

- recruitment and selection;
- promotion, transfer and training;
- terms of employment, benefits, facilities and services;
- grievances and disciplinary procedures;
- dismissals and redundancies.

## **2.2 Code of practice**

2.2.1 An equal opportunities policy statement will be sent to all staff. A copy of this policy is available from any Trustee.

2.2.2 We will ensure that all managers and supervisors with responsibility for any of the areas of particular concern listed under 'Objectives' above are provided with the appropriate equal opportunities training where necessary.

2.2.3 We will regularly monitor the effectiveness of this policy to ensure that it is working in practice and will review and update this policy as and when necessary.

## **2.3 Recruitment and selection**

2.3.1 The following principles should apply whenever recruitment or selection for positions takes place:

2.3.1.1 individuals will be assessed according to their personal capability to carry out a given job;

2.3.1.2 assumptions that only certain types of person can perform certain types of work must not be made;

2.3.1.3 any qualifications or requirements applied to a job that have or may have the effect of inhibiting applications from certain types of person should only be retained if they can be justified in terms of the job to be done;

2.3.1.4 any age limits applied to a job should only be retained if they can be justified in terms of the job to be done;

2.3.1.5 recruitment solely or primarily by word of mouth should be avoided if its effect is or may be to prevent certain types of person from applying;

2.3.1.6 selection tests should be specifically related to job requirements and measure the person's actual or inherent ability to do or train for the work;

2.3.1.7 selection tests should be reviewed regularly to ensure they remain relevant and free from any unjustifiable bias, either in content or in scoring mechanism;

2.3.1.8 applications from different types of person should be processed in the same way;

2.3.1.9 written records of interviews and reasons for appointment and non-appointment should be kept;

- 2.3.1.10 questions should relate to the requirements of the job; if it is necessary to assess whether personal circumstances may affect job performance, this should be done objectively without questions or assumptions being made that are based on stereotyped beliefs about certain types of person;
- 2.3.1.11 if our arrangements for recruitment and selection put disabled people at a substantial disadvantage due to a reason connected with their disability, reasonable adjustments to the arrangements should be made to eliminate or, if that is not reasonably practicable, reduce the disadvantage;
- 2.3.1.12 no decisions regarding recruitment or selection should be made by a person who has not read and understood this policy.

## **2.4 Promotion, transfer and training**

- 2.4.1 The following principles should apply to appointments for promotion, transfer and training:
  - 2.4.1.1 assessment criteria and appraisal schemes should be carefully examined to ensure that they are not discriminatory;
  - 2.4.1.2 assessment criteria and appraisal schemes should be monitored and, if such criteria or schemes result in one group of workers predominantly gaining access to promotion, transfer or training, they will be checked to make sure this is not due to any hidden or indirect discrimination;
  - 2.4.1.3 promotion and career development patterns will be monitored to ensure that access to promotion and career development opportunities in particular groups of workers are not being excluded unreasonably;
  - 2.4.1.4 traditional qualifications and requirements for promotion, transfer and training (such as length of service, and age) that may discriminate against certain groups of workers will be reviewed and only continue to be applied if it is genuinely reasonable to do so in the circumstances;
  - 2.4.1.5 policies and practices regarding selection for training, day release and personal development should not result in an imbalance in training between groups of workers, unless this is reasonable in all the circumstances;
  - 2.4.1.6 if our arrangements in relation to promotion, transfer or training put disabled workers at a substantial disadvantage for a reason connected with their disability, reasonable adjustments to the arrangements will be made to eliminate or, if that is not reasonably practicable, reduce the disadvantage.

## **2.5 Terms of employment, benefits, facilities and services**

2.5.1 The following principles apply to terms of employment, benefits, facilities and services:

2.5.1.1 the terms of employment, benefits, facilities and services available to workers should be reviewed regularly to ensure that they are provided in a way that is free from unlawful discrimination;

2.5.1.2 part-time workers should receive pay, benefits, facilities and services on a pro rata basis to their full-time comparator, unless otherwise objectively justified;

2.5.1.3 if our arrangements relating to terms of employment, benefits, facilities and services put disabled workers at a substantial disadvantage due to a reason connected with their disability, reasonable adjustments to the arrangements will be made to eliminate or, if that is not reasonably practicable, reduce the disadvantage;

2.5.1.4 pay and bonus criteria, policies and arrangements should be carefully examined and monitored, and if it appears that any group of workers are disadvantaged, they will be checked to make sure that this is not due to any hidden or indirect discrimination.

## **2.6 Grievances, disciplinary procedures, dismissals and redundancies**

2.6.1 Workers who, in good faith, bring a grievance (or assist another to do so), either under this policy or otherwise in relation to an equal opportunities matter, will not be disciplined, dismissed or otherwise victimised for having done so.

2.6.2 No member of a particular group of workers will be disciplined or dismissed for performance or behaviour that would be overlooked or condoned in another group, unless there is genuine and lawful justification for this.

2.6.3 Redundancy criteria and procedures will be carefully examined to ensure that they do not operate in an unlawfully discriminatory manner.

2.6.4 The provision of any voluntary redundancy benefits will be equally available to all workers concerned, unless there is a genuine and lawful justification for doing otherwise.

## **3 Harassment**

### **3.1 Policy statement**

3.1.1 All employees have the right to work in an environment that is free from any form of harassment.

3.1.2 It is our policy that the harassment of any of its employees is unacceptable behaviour. Any employees found to be in breach of this policy will be liable to disciplinary action, which could result in their dismissal.

## **3.2 What is harassment?**

3.2.1 Harassment takes many forms, occurs on a variety of different grounds and can be directed at one person or many people. An essential characteristic is that it is unwanted by the recipient and that the recipient finds the conduct offensive or unacceptable. Harassment need not be directed at the complainant and can occur if the complainant witnesses another person being harassed. Conduct usually becomes harassment if it continues once it has been made clear that the recipient regards it as offensive, although a single incident can amount to harassment if sufficiently serious. It is the unwanted nature of the conduct that distinguishes harassment from friendly behaviour, which is welcome and mutual.

3.2.2 Harassment can be based on:

- race, sex, ethnic or national origins, nationality or skin colour;
- gender re-assignment or perceived or actual sexual orientation;
- power or hierarchy;
- willingness to challenge harassment (leading to victimisation);
- membership, or non-membership, of a trade union;
- disabilities, sensory impairments or learning difficulties;
- age;
- possible links to AIDS/HIV;
- status as an ex-offender;
- health;
- physical characteristics;
- perceived or actual religion or belief.

3.2.3 Whilst not an exhaustive list, forms of harassment include:

- physical contact;
- jokes, offensive language, gossip, slander, offensive or sectarian songs and letters;
- posters, graffiti, obscene gestures, emblems, flags;
- offensive email, screen savers etc;
- isolation or non co-operation and exclusion;
- coercion for sexual favours;
- pressure to participate in political/religious groups;
- intrusion by pestering, spying and stalking.

3.2.4 Harassment is unlawful in many cases and individuals may be held legally liable for their actions.

## **3.3 Procedure**

3.3.1 Due to the seriousness with which we view harassment, informal and formal reporting procedures have been introduced that are separate from the Grievance Procedure as a mechanism for dealing with complaints of harassment. However,

employees may choose to use the formal Grievance Procedure as an alternative.

- 3.3.2 All allegations of harassment will be dealt with seriously, promptly and in confidence. Employees who feel they have been subject to harassment must not hesitate in using this procedure or fear victimisation. Retaliation against an employee who brings a complaint of harassment is a serious disciplinary offence, which may constitute gross misconduct.
- 3.3.3 Trustees will provide, in confidence, advice and assistance to employees subjected to harassment and assist in the resolution of any problems, whether through informal or formal means.

### **3.4 Informal procedure**

- 3.4.1 If an incident takes place that you think may be harassment and you do not wish it to happen again, you may initially prefer to attempt to resolve the problem informally. In some cases, it may be possible and sufficient to explain clearly to the person engaging in the unwanted conduct that the behaviour in question is not welcome, that it offends you or makes you uncomfortable, and that it interferes with your work. You should make it clear that you want the behaviour to stop.
- 3.4.2 In circumstances where this is too difficult or embarrassing for you to do on your own, you should seek support from a friend at work or a Trustee.
- 3.4.3 If you are in any doubt as to whether an incident or series of incidents that have occurred constitute harassment, you should in the first instance approach a Trustee on an informal basis. He or she can advise you on whether the complaint requires further action, in which case the matter will be dealt with formally/informally as appropriate.
- 3.4.4 If the conduct continues or if it is not appropriate to resolve the problem informally, it should be raised through the following formal process.

### **3.5 Formal procedure**

- 3.5.1 If informal methods fail, or serious harassment occurs, you are advised to complain formally to a Trustee.
- 3.5.2 Consideration will be given to separating the complainant and the alleged harasser immediately. In serious cases, the alleged harasser may be suspended.
- 3.5.3 You will be interviewed by a Trustee handling the complaint to establish full details of what happened. He or she will then carry out a thorough, impartial and objective investigation as quickly as possible. Those carrying out the investigation will not be connected with the allegation in any way. An investigation will be carried out quickly, sensitively and with due respect for the rights of both you and the alleged harasser.
- 3.5.4 The investigation will involve interviews with the person against whom you are making the complaint. The alleged

harasser will be given full details of the nature of the complaint and the opportunity to respond.

- 3.5.5 You and the alleged harasser will have the right to be accompanied and/or represented by a colleague or union representative at any interviews. You will not be asked to provide details of the allegations repeatedly, unless this is essential for the investigation.
- 3.5.6 Strict confidentiality will be maintained throughout the investigation. If it is necessary to interview witnesses, the importance of confidentiality will be emphasised to them.
- 3.5.7 When the investigation has been completed, you will be informed whether or not your allegation is considered to be well founded.
- 3.5.8 If the allegation is well founded, disciplinary action may be taken against the person alleged to have committed the behaviour about which you are complaining. Depending on the circumstances and the seriousness of the complaint, this may result in that person being dismissed.
- 3.5.9 If the allegation is not well founded, consideration will be given to whether it is necessary to transfer or reschedule the work of both or either party in cases where it would not be appropriate for either of you to continue to work in close proximity to each other.
- 3.5.10 We take these matters very seriously. However, malicious complaints of harassment can have a serious and detrimental affect on a colleague. Any unwarranted allegation of harassment, made in bad faith, will be deemed potential gross misconduct. We are sure that all employees appreciate that this is necessary to protect the integrity of the policy.

## **4 Disabilities**

### **4.1 Policy**

- 4.1.1 It is our policy that disabled people, including job applicants and employees, should be able to participate in all of our activities fully on an equal basis with people who are not disabled.

### **4.2 Definition of disabilities**

- 4.2.1 For the purpose of this policy, disabilities are either physical or mental impairments that have a substantial and long term effect upon a person's ability to carry out normal day-to-day activities.
- 4.2.2 Some disabilities are immediately obvious (for example, use of a wheelchair), while other disabilities may not be apparent at all (for example, HIV infection). Certain conditions are not considered to be disabilities, for example poor eyesight that is corrected simply by wearing prescription spectacles, or addiction to alcohol or other substances. If you would like further information about whether a particular condition is classified as a disability, you should contact a Trustee.



- 4.2.3 Normal day-to-day activities are any of the following:
- mobility;
  - manual dexterity;
  - physical co-ordination;
  - continence;
  - ability to lift, carry or otherwise move everyday objects;
  - speech, hearing or eyesight;
  - memory or ability to concentrate, learn or understand;  
or
  - perception of the risk of physical danger.

### 4.3 Principles

- 4.3.1 The general equal opportunity principles set out earlier in this policy will apply in relation to disabled people.
- 4.3.2 We will take all reasonably practicable steps to ensure that disabled people can participate in its business and activities on an equal basis with people who are not disabled.
- 4.3.3 We will not, for a reason relating to a disability, treat disabled people less favourably than we treat, or would treat, others to whom the same reason does not or would not apply.
- 4.3.4 If any arrangements made by or on behalf of us, or any physical feature of premises occupied by us, put disabled people at a substantial disadvantage compared to people who are not disabled, we will take such reasonably practicable steps as it can to prevent this disadvantage.
- 4.3.5 We are particularly concerned that disabled workers are treated equally in the following areas:
- recruitment and selection;
  - promotion, transfer and training;
  - terms of employment, benefits, facilities and services;  
and
  - dismissals and redundancies.

### 4.4 Procedure

- 4.4.1 Due to the wide variety of potential disabilities and the likelihood of a disability affecting different people in different ways, it would be inappropriate to prescribe rigid rules on how issues concerning disabled people should be handled. What is essential, however, is that all managers and supervisors take all reasonably practical steps to ensure that disabled people are not less favourably treated or disadvantaged by comparison to people who are not disabled in relation to their work, working environment or arrangements made by us.
- 4.4.2 The following general steps should always be considered when issues concerning disabilities arise or may arise.
- **Be flexible.** There may be many different ways to avoid discrimination or minimise the effects of discrimination. Consider any performance or attendance problems in the context of individuals' disability and its effect on their ability to meet performance and attendance targets.

- **Do not make assumptions.** Whenever possible, talk to the individuals concerned to find out how their disability affects them and what steps they think might help.

Do not discipline or dismiss disabled employees for performance or attendance-based reasons without first establishing whether their performance or attendance is affected by the disability and that appropriate adjustments to accommodate the disability have been made.

- **Seek expert advice.** Disability issues can be complex and you may need expert medical advice about a person's disability, or expert technical advice about adjustments to technology or premises that might help the disabled person.
- **Think ahead.** Try to anticipate the effects that certain arrangements may have on disabled people (even if there are no disabled employees at the time) to prevent problems from occurring in the future.

## **Acas Code of Practice 1: Disciplinary and grievance procedures**

### ***FOREWORD***

The Acas statutory Code of Practice on discipline and grievance is set out at on the following pages. It provides basic practical guidance to employers, employees and their representatives and sets out principles for handling disciplinary and grievance situations in the workplace. The Code does not apply to dismissals due to redundancy or the non-renewal of fixed term contracts on their expiry. Guidance on handling redundancies is contained in Acas' advisory booklet on Redundancy handling.

A failure to follow the Code does not, in itself, make a person or organisation liable to proceedings. However, employment tribunals will take the Code into account when considering relevant cases. Tribunals will also be able to adjust any awards made in relevant cases by up to 25 per cent for unreasonable failure to comply with any provision of the Code. This means that if the tribunal feels that an employer has unreasonably failed to follow the guidance set out in the Code they can increase any award they have made by up to 25 per cent. Conversely, if they feel an employee has unreasonably failed to follow the guidance set out in the code they can reduce any award they have made by up to 25 per cent.

Employers and employees should always seek to resolve disciplinary and grievance issues in the workplace. Where this is not possible employers and employees should consider using an independent third party to help resolve the problem. The third party need not come from outside the organisation but could be an internal mediator, so long as they are not involved in the disciplinary or grievance issue. In some cases, an external mediator might be appropriate.

Many potential disciplinary or grievance issues can be resolved informally. A quiet word is often all that is required to resolve an issue. However, where an issue cannot be resolved informally then it may be pursued formally. This Code sets out the basic requirements of fairness that will be applicable in most cases; it is intended to provide the standard of reasonable behaviour in most instances.

Employers would be well advised to keep a written record of any disciplinary or grievances cases they deal with.

Organisations may wish to consider dealing with issues involving bullying, harassment or whistleblowing under a separate procedure.

More comprehensive advice and guidance on dealing with disciplinary and grievance situations is contained in the Acas booklet, 'Discipline and grievances at work: the Acas guide'. The booklet also contains sample disciplinary and grievance procedures. Copies of the guidance can be obtained from Acas.

Unlike the Code employment tribunals are not required to have regard to the Acas guidance booklet. However, it provides more detailed advice and guidance that employers and employees will often find helpful both in general terms and in individual cases.

## *The Code of Practice*

### **Introduction**

1. This Code is designed to help employers, employees and their representatives deal with disciplinary and grievance situations in the workplace.
  - Disciplinary situations include misconduct and/or poor performance. If employers have a separate capability procedure they may prefer to address performance issues under this procedure. If so, however, the basic principles of fairness set out in this Code should still be followed, albeit that they may need to be adapted.
  - Grievances are concerns, problems or complaints that employees raise with their employers.

The Code does not apply to redundancy dismissals or the non renewal of fixed term contracts on their expiry.
2. Fairness and transparency are promoted by developing and using rules and procedures for handling disciplinary and grievance situations. These should be set down in writing, be specific and clear. Employees and, where appropriate, their representatives should be involved in the development of rules and procedures. It is also important to help employees and managers understand what the rules and procedures are, where they can be found and how they are to be used.
3. Where some form of formal action is needed, what action is reasonable or justified will depend on all the circumstances of the particular case. Employment tribunals will take the size and resources of an employer into account when deciding on relevant cases and it may sometimes not be practicable for all employers to take all of the steps set out in this Code.
4. That said, whenever a disciplinary or grievance process is being followed it is important to deal with issues fairly. There are a number of elements to this:
  - Employers and employees should raise and deal with issues **promptly** and should not unreasonably delay meetings, decisions or confirmation of those decisions.
  - Employers and employees should act **consistently**.
  - Employers should carry out any necessary **investigations**, to establish the facts of the case.
  - Employers should **inform** employees of the basis of the problem and give them an opportunity to **put their case** in response before any decisions are made.
  - Employers should allow employees to be **accompanied** at any formal disciplinary or grievance meeting.
  - Employers should allow an employee to **appeal** against any formal decision made.

## *Discipline*

### **Keys to handling disciplinary issues in the workplace**

#### **Establish the facts of each case**

5. It is important to carry out necessary investigations of potential disciplinary matters without unreasonable delay to establish the facts of the case. In some cases this will require the holding of an investigatory meeting with the employee before proceeding to any disciplinary hearing. In others, the investigatory stage will be the collation of evidence by the employer for use at any disciplinary hearing.
6. In misconduct cases, where practicable, different people should carry out the investigation and disciplinary hearing.
7. If there is an investigatory meeting this should not by itself result in any disciplinary action. Although there is no statutory right for an employee to be accompanied at a formal investigatory meeting, such a right may be allowed under an employer's own procedure.
8. In cases where a period of suspension with pay is considered necessary, this period should be as brief as possible, should be kept under review and it should be made clear that this suspension is not considered a disciplinary action.

#### **Inform the employee of the problem**

9. If it is decided that there is a disciplinary case to answer, the employee should be notified of this in writing. This notification should contain sufficient information about the alleged misconduct or poor performance and its possible consequences to enable the employee to prepare to answer the case at a disciplinary meeting. It would normally be appropriate to provide copies of any written evidence, which may include any witness statements, with the notification.
10. The notification should also give details of the time and venue for the disciplinary meeting and advise the employee of their right to be accompanied at the meeting.

#### **Hold a meeting with the employee to discuss the problem**

11. The meeting should be held without unreasonable delay whilst allowing the employee reasonable time to prepare their case.
12. Employers and employees (and their companions) should make every effort to attend the meeting. At the meeting the employer should explain the complaint against the employee and go through the evidence that has been gathered. The employee should be allowed to set out their case and answer any allegations that have been made. The employee should also be given a reasonable opportunity to ask questions, present evidence and call relevant witnesses. They should also be given an opportunity to raise points about any information provided by witnesses. Where an employer or employee intends to call relevant witnesses they should give advance notice that they intend to do this.

#### **Allow the employee to be accompanied at the meeting**

13. Workers have a statutory right to be accompanied by a companion where the disciplinary meeting could result in:
  - a formal warning being issued; or

- the taking of some other disciplinary action; or
  - the confirmation of a warning or some other disciplinary action (appeal hearings).
14. The chosen companion may be a fellow worker, a trade union representative, or an official employed by a trade union. A trade union representative who is not an employed official must have been certified by their union as being competent to accompany a worker.
  15. To exercise the statutory right to be accompanied workers must make a reasonable request. What is reasonable will depend on the circumstances of each individual case. However, it would not normally be reasonable for workers to insist on being accompanied by a companion whose presence would prejudice the hearing nor would it be reasonable for a worker to ask to be accompanied by a companion from a remote geographical location if someone suitable and willing was available on site.
  16. The companion should be allowed to address the hearing to put and sum up the worker's case, respond on behalf of the worker to any views expressed at the meeting and confer with the worker during the hearing. The companion does not, however, have the right to answer questions on the worker's behalf, address the hearing if the worker does not wish it or prevent the employer from explaining their case.

#### **Decide on appropriate action**

17. After the meeting decide whether or not disciplinary or any other action is justified and inform the employee accordingly in writing.
18. Where misconduct is confirmed or the employee is found to be performing unsatisfactorily it is usual to give the employee a written warning. A further act of misconduct or failure to improve performance within a set period would normally result in a final written warning.
19. If an employee's first misconduct or unsatisfactory performance is sufficiently serious, it may be appropriate to move directly to a final written warning. This might occur where the employee's actions have had, or are liable to have, a serious or harmful impact on the organisation.
20. A first or final written warning should set out the nature of the misconduct or poor performance and the change in behaviour or improvement in performance required (with timescale). The employee should be told how long the warning will remain current. The employee should be informed of the consequences of further misconduct, or failure to improve performance, within the set period following a final warning. For instance that it may result in dismissal or some other contractual penalty such as demotion or loss of seniority.
21. A decision to dismiss should only be taken by a manager who has the authority to do so. The employee should be informed as soon as possible of the reasons for the dismissal, the date on which the employment contract will end, the appropriate period of notice and their right of appeal.
22. Some acts, termed gross misconduct, are so serious in themselves or have such serious consequences that they may call for dismissal without notice for a first offence. But a fair disciplinary process should always be followed, before dismissing for gross misconduct.
23. Disciplinary rules should give examples of acts which the employer regards as acts of gross misconduct. These may vary according to the nature of the organisation and what it does, but might include things such

as theft or fraud, physical violence, gross negligence or serious insubordination.

24. Where an employee is persistently unable or unwilling to attend a disciplinary meeting without good cause the employer should make a decision on the evidence available.

#### **Provide employees with an opportunity to appeal**

25. Where an employee feels that disciplinary action taken against them is wrong or unjust they should appeal against the decision. Appeals should be heard without unreasonable delay and ideally at an agreed time and place. Employees should let employers know the grounds for their appeal in writing.
26. The appeal should be dealt with impartially and wherever possible, by a manager who has not previously been involved in the case.
27. Workers have a statutory right to be accompanied at appeal hearings.
28. Employees should be informed in writing of the results of the appeal hearing as soon as possible.

#### **Special cases**

29. Where disciplinary action is being considered against an employee who is a trade union representative the normal disciplinary procedure should be followed. Depending on the circumstances, however, it is advisable to discuss the matter at an early stage with an official employed by the union, after obtaining the employee's agreement.
30. If an employee is charged with, or convicted of a criminal offence this is not normally in itself reason for disciplinary action. Consideration needs to be given to what effect the charge or conviction has on the employee's suitability to do the job and their relationship with their employer, work colleagues and customers.

### *Grievance*

#### **Keys to handling grievances in the workplace**

##### **Let the employer know the nature of the grievance**

31. If it is not possible to resolve a grievance informally employees should raise the matter formally and without unreasonable delay with a manager who is not the subject of the grievance. This should be done in writing and should set out the nature of the grievance.

##### **Hold a meeting with the employee to discuss the grievance**

32. Employers should arrange for a formal meeting to be held without unreasonable delay after a grievance is received.
33. Employers, employees and their companions should make every effort to attend the meeting. Employees should be allowed to explain their grievance and how they think it should be resolved. Consideration should be given to adjourning the meeting for any investigation that may be necessary.

##### **Allow the employee to be accompanied at the meeting**

34. Workers have a statutory right to be accompanied by a companion at a grievance meeting which deals with a complaint about a duty owed by the employer to the worker. So this would apply where the complaint is, for

example, that the employer is not honouring the worker's contract, or is in breach of legislation.

35. The chosen companion may be a fellow worker, a trade union representative or an official employed by a trade union. A trade union representative who is not an employed official must have been certified by their union as being competent to accompany a worker.
36. To exercise the right to be accompanied a worker must first make a reasonable request. What is reasonable will depend on the circumstances of each individual case. However it would not normally be reasonable for workers to insist on being accompanied by a companion whose presence would prejudice the hearing nor would it be reasonable for a worker to ask to be accompanied by a companion from a remote geographical location if someone suitable and willing was available on site.
37. The companion should be allowed to address the hearing to put and sum up the worker's case, respond on behalf of the worker to any views expressed at the meeting and confer with the worker during the hearing. The companion does not however, have the right to answer questions on the worker's behalf, address the hearing if the worker does not wish it or prevent the employer from explaining their case.

#### **Decide on appropriate action**

38. Following the meeting decide on what action, if any, to take. Decisions should be communicated to the employee, in writing, without unreasonable delay and, where appropriate, should set out what action the employer intends to take to resolve the grievance. The employee should be informed that they can appeal if they are not content with the action taken.

#### **Allow the employee to take the grievance further if not resolved**

39. Where an employee feels that their grievance has not been satisfactorily resolved they should appeal. They should let their employer know the grounds for their appeal without unreasonable delay and in writing.
40. Appeals should be heard without unreasonable delay and at a time and place which should be notified to the employee in advance.
41. The appeal should be dealt with impartially and wherever possible by a manager who has not previously been involved in the case.
42. Workers have a statutory right to be accompanied at any such appeal hearing.
43. The outcome of the appeal should be communicated to the employee in writing without unreasonable delay.

#### **Overlapping grievance and disciplinary cases**

44. Where an employee raises a grievance during a disciplinary process the disciplinary process may be temporarily suspended in order to deal with the grievance. Where the grievance and disciplinary cases are related it may be appropriate to deal with both issues concurrently.

#### **Collective grievances**

45. The provisions of this code do not apply to grievances raised on behalf of two or more employees by a representative of a recognised trade union or other appropriate workplace representative. These grievances should be handled in accordance with the organisation's collective grievance process.



## **Dismissal and disciplinary procedure**

### **SECTION A: Dismissal procedure**

#### **1 Purpose and scope**

- 1.1 This procedure sets out the steps that will be followed when we are contemplating the dismissal of any employee in circumstances where the dismissal is not specifically covered by another of our procedures. It reflects the statutory minimum dismissal procedures. Please note that this procedure does not apply to situations where a warning is the only action considered. It will apply where certain action short of dismissal is considered, such as demotion or reallocation of duties, if such action is imposed as an alternative to dismissal.
- 1.2 This procedure is non-contractual (even where its provisions are a requirement of statute).

#### **2 When does this procedure apply?**

- 2.1 Subject to paragraph 2.2 below, this procedure will in principle apply when we have reason to consider dismissing an employee for any of the following reasons:
- (a) conduct;
  - (b) lack of capability (poor performance);
  - (c) absence from work;
  - (d) dismissal for redundancy, unless one or two specific exemptions applies (ie the sudden closure of the business, or multiple redundancies where the collective consultation obligations arise);
  - (e) retirement;
  - (f) non-renewal of a limited term contract (ie a fixed-term contract); and
  - (g) dismissal for some other substantial reason, unless a specific exemption applies (eg dismissing employees and offering to re-engage them on different terms).
- 2.2 Conduct and capability issues will usually be dealt with in accordance with the Disciplinary Procedure set out in Section B. This Disciplinary Procedure incorporates the statutory dismissal procedure. Capability, absence from work and redundancy will usually be dealt with under separate procedures because such matters will, by their nature, require adjustments to the standard procedure, but they will incorporate the statutory minimum procedure. Employees will be notified at the time of the procedure of the process to be followed in such circumstances.

#### **3 The procedure**

There are three stages to the procedure:

##### **(a) Stage one**

Employees will be advised in writing of the proposed dismissal and the reasons that led to the proposal. They will be invited to a meeting to discuss the proposal. Before any meeting takes place, employees will be given a reasonable opportunity to consider their response to the proposed dismissal.

##### **(b) Stage two**

At the meeting, employees will be given the opportunity to discuss the proposed dismissal and any points that they may wish to raise in respect of the proposed dismissal. They will then be informed in writing of the outcome of the meeting and their right to appeal against that decision.

**(c) Stage three**

Employees who wish to appeal against a decision to dismiss should inform a Trustee within 5 working days. They will then be invited to attend an appeal hearing. A Trustee will hear all appeals and his decision is final. After the appeal, employees will be informed of the appeal decision. For more details on the right to appeal, please refer to paragraph 5 below.

**4 Right to be accompanied**

- 4.1 You have the right to be accompanied at any hearing (including an appeal hearing) by a single companion, who is either:
- (a) a work colleague; or
  - (b) a full time official employed by a trade union; or
  - (c) a lay official, provided they have been certified in writing by their union as having experience of, or as having received training in, acting as a worker's companion at disciplinary or grievance hearings.
- 4.2 Your representative has the right to explain and sum up your case, and to respond to any views expressed at the hearing. However, your representative cannot answer questions on your behalf. If your representative cannot attend on the date that we have set for the appeal, we can postpone the appeal for up to 5 working days and may (at our discretion) postpone it for longer.

**5 Right of appeal**

- 5.1 You can appeal against the decision to dismiss you by informing a **Trustee** within 5 working days of the dismissal.
- 5.2 All appeals must set out the grounds on which you are making the appeal.
- 5.3 You will be invited to an appeal hearing and have the right to be accompanied at that hearing (you will be notified of that right when you are invited to the appeal hearing). The appeal hearing will reconsider the original decision. You will have an opportunity to put forward, if you so wish:
- (a) new evidence that was not available during the first hearing; and/or
  - (b) complaints of a flaw in the original decision-making process, such as the failure to follow procedures or the failure to give you a fair hearing.
- 5.4 The outcome of any appeal will be confirmed to you in writing and will take one of three forms:
- (a) the original decision may be upheld, in which case any disciplinary sanction will be confirmed;
  - (b) the original decision may be overruled, in which case any disciplinary sanction will be rescinded;
  - (c) the original decision may be substantially confirmed, but a less severe sanction may be substituted for that originally imposed (usually in cases of appeals based on extenuating circumstances). The disciplinary sanction cannot be increased.

- 5.5 There is no further right of appeal from the decision of **the Trustee hearing the appeal.**

## **SECTION B: Disciplinary and Capability Procedure**

### **1 Purpose and scope**

- 1.1 This procedure is designed to help and encourage all employees to achieve and maintain standards of conduct, attendance and job performance. This procedure applies to all employees. The aim is to ensure consistent and fair treatment for all. The procedure complies with the statutory requirement regarding dismissals.
- 1.2 This procedure is non-contractual (even where its provisions are a requirement of statute).

### **2 Principles**

- 2.1 No disciplinary action will be taken against employees until the case has been fully investigated.
- 2.2 At all stages, employees will be advised in writing of the nature of the complaint against them and given a reasonable opportunity to consider their response to the complaint before any disciplinary interview.
- 2.3 Employees will be invited to attend a disciplinary interview and given an opportunity at that interview to state their case before any decision is made. There are certain circumstances in which a disciplinary interview may not be held, such as cases where the disciplinary action consists of an oral warning, a written warning or suspension on full pay and in exceptional cases where an interview is not necessary or appropriate.
- 2.4 At all stages, the employees will have the right to be accompanied by an employment representative or work colleague during the disciplinary interview and any appeal. Further details about the right to be accompanied are set out under Section A, paragraph 4.
- 2.5 After the disciplinary interview, the employees will be informed of the disciplinary decision and of any disciplinary sanction imposed.
- 2.6 Employees will not be dismissed for a first breach of discipline, except in the case of gross misconduct when the sanction will be dismissal without notice or payment in lieu of notice.
- 2.7 Employees will have the right to appeal against any disciplinary sanction imposed (see Section A, paragraph 5).
- 2.8 The procedure may be implemented at any stage if the employees' alleged misconduct or performance justifies such action.
- 2.9 If employees fail to attend any disciplinary interview without good reason or appeal against a disciplinary decision, and bring an employment tribunal claim arising out of the disciplinary procedure or penalty, such a failure may result in any award subsequently awarded by an employment tribunal being reduced.

### **3 The Procedure**

Minor faults will be dealt with informally, but the following procedure and sanctions will apply if the matter is more serious:

- (a) **Stage 1—Oral warning:** If conduct or performance does not meet acceptable standards, employees will usually be given a formal oral warning. They will be advised of the reason for the warning, that it is the first stage of the disciplinary procedure and of their right of appeal. A brief note of the oral warning will be kept but it will be spent after 6 months, subject to satisfactory conduct and performance.
- (b) **Stage 2—Written warning:** If the offence is a serious one, or if a further offence occurs, the supervisor will give a written warning to the employees. This will give details of the complaint, the improvement required and the timescale. It will warn that action under Stage 3 will be considered if there is repetition of such conduct or no satisfactory improvement and will advise of the right of appeal. A copy of this written warning will be kept on the employee's personnel file but it will be disregarded for disciplinary purposes after 12 months subject to satisfactory conduct and performance.
- (c) **Stage 3—Final written warning or disciplinary suspension:** If there is still a failure to improve and conduct or performance is still unsatisfactory, or if the misconduct is sufficiently serious to justify only one written warning but insufficiently serious to justify dismissal (in effect both first and final written warning), a final written warning will usually be given to employees. This will give details of the complaint, warn that dismissal will result if there is repetition of such conduct **and/or** no satisfactory improvement and advise of the right of appeal. A copy of this final written warning will be kept on the employee's personnel file but it will be spent after 12 months (in exceptional cases the period may be longer) subject to satisfactory conduct and performance.
- (d) **Stage 4—Dismissal:** If conduct or performance is still unsatisfactory and the employees still fail to reach the prescribed standards, dismissal will normally result. Only the appropriate Trustee can take the decision to dismiss. The employee will be provided, as soon as reasonably practicable following the disciplinary interview, with written reasons for dismissal or any action short of dismissal, and details of the date on which employment will terminate (if relevant) and the right of appeal.

## **4 Gross misconduct**

4.1 The following (not exhaustive) list provides examples of offences that are normally regarded as gross misconduct:

- (a) theft, fraud, deliberate falsification of records;
- (b) fighting, assault on another person, bullying, harassment, victimisation or discrimination;
- (c) deliberate damage to our property;
- (d) being concerned or interested in action that is damaging to us;
- (e) serious incapability through alcohol or being under the influence of illegal drugs;
- (f) serious negligence that causes unacceptable loss, damage or injury;
- (g) deliberately accessing internet sites containing pornographic, offensive or obscene material;
- (h) serious act of insubordination;
- (i) bringing us into serious disrepute.

- 4.2 If you are accused of an act of gross misconduct, you may be suspended from work on full pay normally for no more than 5 working days (although in exceptional cases this period may be longer, for example to carry out a full investigation), while we investigate the alleged offence. If, on completion of the investigation and the full disciplinary procedure, we are satisfied that gross misconduct has occurred, the result will normally be summary dismissal without notice or payment in lieu of notice.
- 4.3 In exceptional cases of gross misconduct, we may consider it appropriate to dismiss employees immediately, without an investigation or a disciplinary interview. If this happens, employees will be notified in writing of the alleged gross misconduct that has led to the dismissal, the reasons for thinking at the time of dismissal that they were guilty of the alleged misconduct and the right of appeal. If employees wish to appeal against such a dismissal, they should inform a Trustee within 5 working days of receiving the written notification.

## **5 Appeals**

Employees who wish to appeal against a disciplinary decision should follow the procedure set out in Section A, paragraph 5 above.

## **Grievance procedure**

### **1 Purpose and scope**

- 1.1 Grievances are concerns, problems or complaints that employees raise with their employers. Grievances may relate to, among other things, terms and conditions of employment, health and safety, work relations, new working practices, organisational changes, equal opportunities and sexual harassment.
- 1.2 We will try to resolve, as quickly as possible, any grievance that employees may have about their employment. This procedure is open to any employees who have a grievance about their employment and is designed to enable employees to resolve grievances informally with the person to whom they immediately report. If a grievance cannot be resolved informally, the employee should raise it formally with a Trustee.
- 1.3 This procedure is non-contractual (even where its provisions are a requirement of statute).

### **2 Principles**

- 2.1 A written record of the grievance interview and any appeal should be agreed between and signed by the interviewer and the employee, and recorded on the employee's personal file.
- 2.2 At all stages, the employee has the right to be accompanied by an employment representative or work colleague during the grievance interview and any appeal.
- 2.3 Information and proceedings relating to a grievance will remain confidential as far as possible.
- 2.4 All stages of the procedure will be handled without undue delay.

### **3 Procedure**

- 3.1 Stage one

The employee's first step is to raise any grievance with the person to whom the employee immediately reports; that person, in most cases, will be best placed to respond to the complaint.

### 3.2 Stage two

If, however, the matter cannot be satisfactorily resolved, the employee should raise the matter formally by setting out the grievance in writing and sending a copy to a Trustee

Once a Trustee receives a written copy of the grievance, the employee will be invited to attend a meeting with a Trustee to discuss the grievance. This meeting will not take place until the Trustee has had a reasonable opportunity to consider the grievance and their response.

After the meeting, the Trustee will inform the employee of his decision and any proposed action in respect of the grievance. The employee will also be informed of the right to appeal against this decision.

### 3.3 Stage three

An employee who wishes to appeal against a grievance decision, should inform the Trustee within [5] working days. The employee will then be invited to attend an appeal hearing. An alternative Trustee will hear all appeals and his decision is final. After the appeal, the employee will be informed of the appeal decision.

## **4 Bringing or continuing a grievance once the employee has left us**

If an employee is no longer employed by us and wishes to raise a grievance, the employee must set out the grievance in writing, stating the basis for the grievance, and send the grievance to a Trustee.

We, and the employee, can agree to vary the meeting requirements in the formal procedure, as set out above, if the employee is no longer employed by us or if a grievance has been started before the employment was terminated and the formal procedure has not been completed.

To vary the formal procedure, we and the employee must both agree to the variation in writing. If agreed, we will consider the grievance and set out a response in writing to the employee. There is no right to appeal if the varied procedure is followed.

# Employer's redundancy procedure guide

## 1 Introduction

Set out below is a brief summary of general aspects of the law of redundancy in the United Kingdom. It focuses on the procedures to be followed when considering and implementing redundancies. The purpose is to give general guidance to management and assist them in avoiding unnecessary unfair dismissal claims. For convenience of reference, this note is divided into numbered paragraphs.

## 2 Definition of redundancy

Redundancy is defined in the Employment Rights Act 1996 Section 139 as a dismissal attributable wholly or mainly to the fact that the employer has ceased, or intends to cease, to carry on the business for the purposes of which the employee was employed by him, or has ceased, or intends to cease, to carry on that business in the place where the employee was so employed, or the fact that the requirements of that business for employees to carry out work of a particular kind, or for employees to carry out work of a particular kind in the place where the employee was so employed, have ceased or diminished or are expected to cease or diminish.

## 3 Unfair dismissal

3.1 The dismissal of an employee due to redundancy may be unfair. The employee's remedy is to bring a complaint before an employment tribunal seeking reinstatement, re-engagement or compensation in the normal way. Under the Employment Rights Act 1996 Section 98, redundancy is, however, a potentially fair reason for dismissal.

3.2 It is for the employer to show that the only or principal reason for dismissal was redundancy. The employment tribunal must be satisfied that the employer acted reasonably in treating that reason as a sufficient reason for dismissing the employee.

3.3 The employer must, therefore, follow a fair dismissal procedure that complies with the minimum standard set out in the statutory dismissal and disciplinary procedures under the Employment Act 2002, which came into force on 1 October 2004. However, the statutory dismissal and disciplinary procedures do not apply if Section 188 of the Trade Union and Labour Relations (Consolidation) Act 1992 is relevant (that is, if there are 20 or more redundancies within a period of 90 days or fewer).

If employees with at least one year's service have been dismissed, and the non-completion of the statutory dismissal and disciplinary procedure is attributable to a failure by the employer to comply with the statutory requirements, the employer will be liable for automatically unfair dismissal and the employees will be entitled to an increase in their tribunal award of between 10% and 50%.

The statutory procedure is a minimum requirement. Even if the relevant procedure is followed, the dismissal may still be unfair if the employer has not acted reasonably in all the circumstances.

3.4 The main features of a fair dismissal procedure are summarised in paragraph 4 below. The question of whether a dismissal is fair or unfair is, however, for the tribunal to determine 'in accordance with equity and the substantial merits of the case'. In doing so, it will take into account all the circumstances, including the size and administrative resources of the

employer's undertaking: a higher standard will therefore be expected of a large public company than a small family run business.

- 3.5 Employers should always seek to avoid redundancies wherever possible. The procedures summarised below are therefore based on the assumption that redundancies are necessary and there is no alternative work available.

#### **4 Following a fair procedure**

- 4.1 Give as much warning as possible to the employees concerned. Write to them explaining that the company is proposing to make redundancies, the reasons why those redundancies may be necessary and they are potentially at risk of redundancy.

- 4.2 Consider the possibility of voluntary redundancy, early retirement, and redeployment within the company or group, or transfer to other establishments within the undertaking and a phased run down of employment.

- 4.3 If compulsory redundancies are necessary, establish which employees will be made redundant and the order of discharge. This involves identifying the correct pool of labour from which the selections will be made. As far as possible, objective criteria precisely defined and capable of being applied in an independent way should then be used to determine which employees from the 'pool' will be selected for redundancy. If there is a customary or agreed selection procedure in force, this should always be considered. Failure to do so (in the absence of special reasons to justify departure) may make the dismissal unfair. Commonly applied selection criteria include standard of work performance (supported by objective evidence), attendance or disciplinary records and, in appropriate circumstances, the 'last in, first out' principle. Employers usually consider a number of criteria.

- 4.4 If it is proposed to make 20 or more employees redundant within a period of 90 days or less, notify trade unions or employee representatives ('appropriate representatives') in writing of redundancy plans and consult with them (see paragraph 6 below). This should involve due consideration of representations made and giving reasons for rejecting specific points. If a trade union is recognised, consultation must take place with that trade union. If no trade union is recognised, employers have a choice: either to hold an election and consult the employee representatives elected (in this situation, there are new detailed election requirements to be followed); or to consult representatives who have already been elected for another purpose (eg, for health and safety purposes), but who have the authority to receive the information. The duty to consult is not limited to the representatives of those employees who will be dismissed. It extends to employees affected by the dismissals or by measures taken in connection with them. This means that employers must assess the consequences of the redundancy on the remaining workforce, including any changes that there may be to their terms and conditions.

- 4.5 Consult individual employees that it is proposed should be selected for redundancy. Dismissals have been found unfair if the appropriate representatives have been consulted, but not the individuals. It is therefore essential that individuals who are likely to be made redundant are consulted, whether or not they are members of the recognised trade union. To be meaningful, consultations should take place before selection has



been finally determined. However, the consultation meeting must not take place unless employees have been informed in writing that they are at risk of redundancy (see paragraph 4.1 above) and have had a reasonable opportunity to consider their response to this information. The timing and location of the consultation meeting must be reasonable. Employees should be allowed to make representations (for example, on the means of avoiding redundancies, the selection criteria proposed and so on). They should also be given a reasonable time for reflection and an opportunity to revert with further representations.

- 4.6 In redundancy cases where the collective consultation duties are triggered (if more than 20 people are being made redundant), notify the Department of Trade and Industry in writing. Failure to notify in these circumstances is a criminal offence.
- 4.7 Offer to help employees to find other work and allow them reasonable time off for the purpose. Employees who are under notice that they will be made redundant are entitled under the Employment Rights Act 1996 to reasonable paid time off work to look for alternative employment.
- 4.8 Decide how and when to make the facts public, ensuring that no announcement is made before the employees and their appropriate representatives have been informed.
- 4.9 Write to redundant employees giving them notification of their redundancy payments (including the appropriate calculation) and their right to appeal against the decision to dismiss.
- 4.10 If employees inform the employer of their wish to appeal, invite them to attend a further meeting. At the appeal meeting, the employer should (as far as reasonably practicable) be represented by a more senior manager than attended the first meeting (unless the most senior manager attended that meeting). After the appeal meeting, inform the employees of the final decision, preferably in writing.

## **5 Consultation with appropriate representatives**

- 5.1 If an employer proposes to dismiss as redundant at least 20 employees at an establishment within a period of 90 days or less, there is a statutory obligation on the employer to consult appropriate representatives of the employees whom he is proposing to dismiss or who may be affected by measures taken in connection with those dismissals. Such consultation must take place in good time and in any event must begin:
  - (a) where the employer is proposing to dismiss as redundant 100 or more employees at one establishment within a period of 90 days or less, at least 90 days before the first of those dismissals take effect; or
  - (b) otherwise, at least 30 days before the first dismissal takes effect.

In determining how many employees an employer is proposing to make redundant for these purposes, no account is taken of any employees in respect of whom consultation has already begun.

- 5.2 The employer must disclose in writing to appropriate representatives:
  - (a) the reasons for his proposals;
  - (b) the numbers and descriptions of employees whom it is proposed to dismiss as redundant;

- (c) the total number of employees of any such description employed by the employer at the establishment in question;
- (d) the proposed method of selecting the employees who may be dismissed;
- (e) the proposed method of carrying out the dismissals, with due regard to any agreed procedure, including the period over which the dismissals are to take effect; and
- (f) the proposed method of calculating the amount of any redundancy payments to be made (otherwise than in compliance with an obligation imposed by or by virtue of any enactment) to employees who may be dismissed.

The consultation with the appropriate representatives must be conducted by the employer with a view to reaching agreement with the appropriate representatives about the ways of:

- (g) avoiding the dismissals;
- (h) reducing the numbers of employees to be dismissed; and
- (i) mitigating the consequences of the dismissals.

In addition, the employer should consider any representations made by the appropriate representatives, reply to those representations and, if he rejects any of those representations, state his reasons.

- 5.3 If, in any case, there are special circumstances that make it not reasonably practicable for the employer to comply with any of the requirements above, he must take all such steps towards compliance as are reasonably practicable in the circumstances.

## **6 Redundancy payments**

- 6.1 Under the Employment Rights Act 1996 Section 135, every employee who is dismissed by reason of redundancy is entitled to a redundancy payment, provided that the employee in question has at least two years' continuous employment and is not disqualified by reason of the factors identified in the Employment Rights Act 1996 Pt XI Chapter IV. There is now no lower or upper age limit.
- 6.2 The amount of the redundancy payment is based on the dismissed employee's age, salary and length of continuous employment. The Employment Rights Act 1996 Section 162 provides that for each year of employment below the age of 21, the employee must receive half a week's pay; for each year of completed employment between 22 and 40, one week's pay, and for each year of employment over the age of 41, one and a half week's pay. The maximum number of years that can be taken into account when calculating a redundancy payment is 20. A week's pay is currently subject to a maximum of £330; any salary in excess of this amount per week is ignored for the purpose of calculating the redundancy payment.
- 6.3 Employees are entitled to a written statement indicating how the amount of the payment has been calculated.

## **7 Contractual position**

Regardless of the circumstances, all employees will be entitled to receive the appropriate period of notice to terminate their contracts of employment, or to salary in lieu.

## **8 Conclusion—agreed procedures**

- 8.1 Employers have three options when handling redundancies:
- (a) deal with them on an ad hoc basis (such as that set out above), with the company's practice varying according to the circumstances of each individual case; or
  - (b) set out a formal policy that will be applied by us when making redundancies, but without obtaining the appropriate representatives' agreement to the policy; or
  - (c) reach a formal agreement with the appropriate representatives on the procedure to be followed when redundancies are being considered.
- 8.2 While there may always be occasions where a redundancy may have to be dealt with according to individual circumstances, it is considered good industrial relations practice to have a formal procedure in place. This also provides us with a joint agreement for avoiding or minimising redundancies and for carrying out redundancies when they are inevitable. A formal policy reduces both the likelihood of conflict and the possibility of misunderstanding.

## **Maternity leave policy**

This document sets out our policy on maternity leave, maternity pay and all other issues relating to pregnancy and maternity. It is designed to be as comprehensive as possible. However, if you have any queries that are not answered or any other questions about the policy, please contact a Trustee.

### **1 Time off for antenatal care**

#### **1.1 Arranging appointments**

You are entitled to take time off during your normal working hours to receive antenatal care. However, whenever it is possible to do so, you should arrange your appointments at the start or end of your working day. Antenatal care includes appointments with your midwife, GP, hospital clinics and relaxation classes.

#### **1.2 Procedure for notifying absence for antenatal care**

You should advise your manager/supervisor that you will be absent as far in advance of your appointment as possible. You may be asked to produce your appointment card or some other confirmation of your appointment.

#### **1.3 Pay for attendance at antenatal appointments**

There will be no deduction from your salary for attendance at authorised antenatal appointments (ie an appointment made on the advice of your GP, a registered midwife or health visitor), including any time spent travelling to and from and waiting for the appointment.

### **2 Maternity leave**

#### **2.1 Ordinary maternity leave**

You will be entitled to take 26 weeks' ordinary maternity leave, no matter how long you have been employed by us and how many hours you work each week. Subject to the eligibility requirements set out in paragraph 5, you will be entitled to statutory maternity pay for 39 weeks.

## **2.2 Additional maternity leave**

At the end of your ordinary maternity leave, you will be entitled to a further 26 weeks' additional maternity leave. Subject to the eligibility requirements set out in paragraph 5, you will be entitled to statutory maternity pay for a further 13 weeks. This will make your total leave period a maximum of 52 weeks, during which you will be entitled to statutory maternity pay for 39 weeks.

## **3 Starting maternity leave**

You can choose to start your maternity leave at any time after the start of the 15th week before the week in which your child is due, unless:

- 3.1 you are ill for a reason related to your pregnancy at any time after the start of the 4th week before your child is due, in which case your maternity leave will automatically start on the first day of your absence; or
- 3.2 your child arrives unexpectedly early and before you have started maternity leave, in which case your maternity leave will start on the day that your child is born.

## **4 Notification requirements**

### **4.1 Notice to be given by you to the Company**

By the end of the 15th week before the expected week of the birth of your child (or, if that is not reasonably practicable, as soon as possible after this) you must give notice to a Trustee of the following:

- 4.1.1 that you are pregnant;
- 4.1.2 the week your baby is expected to be born (note that for these purposes a week begins on a Sunday). You should enclose a Form MATB1 signed by your GP or midwife with your notice; and
- 4.1.3 the date on which you intend to begin your maternity leave.

If you wish to change the intended start date of your maternity leave, you must notify a Trustee at least 28 days before the new start date or, if that is not reasonably practicable, as soon as possible after this.

## **5 Maternity pay**

### **5.1 Eligibility for statutory maternity pay ('SMP')**

If you have at least 26 weeks' service by the end of the 15th week before your child is born and your normal weekly earnings are not less than the lower earnings limit that applies to national insurance contributions (currently £90 per week), you will be entitled to receive SMP. This is the case whether or not you intend to return to work. If you do not qualify for SMP, you may be able to claim state maternity allowance.

### **5.2 Terms of payment**

SMP is payable for 26 weeks during your ordinary maternity leave period, and for a further 13 weeks during your additional maternity leave period. You can expect to receive 9/10ths of your average weekly earnings for the first 6 weeks and then whichever is the lower of either the statutory rate (currently £123.06 per week) or 9/10ths of your average weekly earnings, for the remaining 33 weeks. You will be given a statement of your exact entitlement when you start your maternity leave. Your SMP will be paid into your bank account on the same date that you would have received your salary, and will be subject to the usual deductions for tax, national insurance and pension contributions.

### **5.3 Notice to be given by you to the Company**

To claim SMP, you must notify us in writing of your absence on maternity grounds 28 days before you are due to receive your first payment or, if that is not reasonably practicable, as soon as possible after this.

## **6 Contractual benefits during ordinary and additional maternity leave**

If you take ordinary or additional maternity leave, your employment contract will continue throughout your leave period and you will receive the benefits of the terms and conditions of your employment, except remuneration. You will receive a statement setting out which of your benefits will continue when you start your maternity leave

## **7 Holidays**

### **7.1 Holiday entitlement during ordinary maternity leave**

During your period of absence on ordinary or additional maternity leave, you will continue to accrue your statutory and/or contractual holiday entitlement in the usual way. If your employment contract gives you more favourable holiday entitlement, you can take advantage of this in preference to your statutory holiday entitlement.

### **7.2 Keeping in touch**

You can carry out up to 10 days' work for your employer during your maternity leave period without bringing your maternity leave to an end. The work can consist of tasks that you are expected to carry out under your employment contract, and can include training or any other activity undertaken for the purpose of keeping in touch with the workplace. This will not be permitted during the two weeks following the birth of your child. If you carry out any such work, this will not have the effect of extending your maternity leave period or your entitlement to statutory maternity pay.

You can also make reasonable contact with your employer from time to time without bringing your maternity leave to an end. Your employer will not insist on you carrying out work during the maternity leave period, and you will not suffer any detriment for refusing to undertake such work.

## **8 Pension contributions**

Your ordinary and additional maternity leave period will be treated as pensionable service if applicable and we will therefore continue to make contributions if applicable based on your usual salary (that is, the pay that you would have received if you had been working normally) on your behalf if you are a member of an applicable pension scheme. Your contributions will be deducted from your SMP and based on the SMP that you receive rather than your usual salary.

## **9 Health and safety**

### **9.1 Notification of pregnancy**

You must notify a Trustee as soon as you are aware that you may be pregnant so that we can, if necessary, carry out a risk assessment and fulfil its other health and safety obligations towards you and your unborn child.

### **9.2 Arrangements to alter working conditions**

If a health risk has been identified, arrangements will be made to alter your working conditions or, if this is not possible, you will be offered a suitable alternative job for the duration of your pregnancy. If there is no alternative work, we reserve the right to suspend you on full pay until you are no longer at risk. These alternative arrangements may continue after the birth of your child if you are still considered to be at risk.

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

## **10 Compulsory leave**

You are prohibited from working for a period of two weeks beginning with the day on which your child is born. This is a compulsory legal obligation intended to benefit both you and your new child.

## **11 Returning to work**

### **11.1 Notification requirements**

The Company will, within 28 days of receiving your notification of intended absence, respond to you in writing setting out your expected date of return. If you intend returning to work at the end of your maternity leave, you are not required to give any further notification to the Company.

### **11.2 Returning to work early**

If you wish to return to work before the end of the ordinary or additional maternity leave period, you must give at least 8 weeks' notice of the return date. Failure to give this notice may result in us postponing your return to work.

### **11.3 Your terms and conditions on returning to work**

#### **11.3.1 Ordinary maternity leave**

You have the right to return to work in the same job that you left before you started your maternity leave, with your seniority, pension rights and similar rights as they would have been if you had not been absent.

#### **11.3.2 Additional maternity leave**

You will have the right to return to the same job that you left before your absence, or, if it is not reasonably practicable (for a reason other than redundancy) to permit you to return to that job, to another job that is both suitable for you and appropriate for you to do in the circumstances. You will also have the right to return on terms and conditions as to remuneration, which are no less favourable than those which would have been applicable to you had you not if you had not been absent from work at any time since the start of the ordinary maternity leave period preceding your additional maternity leave period.

### **11.4 Returning to work on a flexible, part-time or job-share basis**

It may be possible for you to return to work on a part-time or job-share basis. This will depend on various factors, including your position before you started your maternity leave. If you wish to request a variation to your employment contract to create more flexibility in relation to your hours, the times that you work or your place of work, you should ask a Trustee to meet to consider and discuss the matter.

### **11.5 If you decide not to return to work**

If you decide not to return to work, you should notify us of your decision immediately in writing.

### **11.6 If you are too ill to return to work**

If you cannot return to work because you are ill, you should notify a Trustee. They will advise you how much, if any, sick leave you are entitled to take.

### **12 Combining maternity leave and parental leave**

Your right to take parental leave is not affected by your right to maternity leave. If you satisfy the conditions for each right, you can take a combination of parental leave and maternity leave.

## **Parental leave policy**

### **1 Aim**

The purpose of this policy is to inform all employees of their entitlement to parental leave under the Maternity and Parental Leave etc Regulations 1999.

### **2 Entitlement to parental leave**

#### **2.1 Pay**

All periods of parental leave are unpaid.

#### **2.2 Continuous service requirement**

To qualify for parental leave, you must have one year's continuous service with us at the beginning of the requested leave period.

#### **2.3 Eligibility criteria**

To be eligible for parental leave, you must:

- 2.3.1 be a parent named on a child's birth certificate; or
- 2.3.2 have adopted a child under the age of 18; or
- 2.3.3 have acquired formal parental responsibility for a child.

### **3 The permitted reason for taking parental leave**

If you are eligible to take parental leave, it can only be taken for the purposes of caring for such child.

### **4 When parental leave may be taken**

#### **4.1 General position**

Parental leave must be taken:

- 4.1.1 in the case of paragraph 2.3.1 above, within 5 years of the birth of the child;
- 4.1.2 in the case of paragraph 2.3.2 above, within 5 years of the date on which the child is placed for adoption; or until the child's 18th birthday, whichever is the sooner;
- 4.1.3 in the case of paragraph 2.3.3 above, within 5 years of obtaining formal responsibility for a child under the Children Act 1989 or the Children (Scotland) Act 1995.

#### **4.2 Position for parents of a disabled child**

Where disability living allowance is awarded in respect of your child, your parental leave entitlement may be taken up to the child's 18th birthday and may be taken on a weekly basis.

## **5 Taking time off for parental leave**

### **5.1 Duration of parental leave**

- 5.1.1 Parental leave can be taken for a maximum of 13 weeks for each child.
- 5.1.2 You may take parental leave in blocks of one week. You may not take more than 4 weeks in any year. If you are permitted to take leave in blocks of one week but you actually take leave for a shorter period (eg one or two days) that will constitute a week's leave for the purposes of calculating your 13 weeks' leave entitlement although you will continue to be paid as normal for the time you work.
- 5.1.3 If you work part-time or variable hours you have an entitlement to 13 weeks' leave, but a week's leave for these purposes is the average hours you work in a week.
- 5.1.4 Where disability living allowance is awarded in respect of your child, parental leave can be taken for a maximum of 18 weeks.

### **5.2 Procedure for notifying a request to take parental leave**

#### **5.2.1 Notice to be given**

If you wish to take parental leave you should notify a Trustee of the dates when you wish your parental leave to start and end, at least 28 days in advance in order to account for unpaid leave on the payroll. If you wish to take parental leave immediately on the birth or adoption of a child you must request parental leave in the normal way and, in addition, give 28 days' notice of the expected week of the birth or adoption of the child.

Where disability living allowance is awarded in respect of your child, the above notice periods are reduced to 21 days.

#### **5.2.2 Information to be provided**

At the time of requesting parental leave, you should:

- provide the name of the child in respect of whom you wish to take leave, stating his/her date of birth and your relationship to him/her;
- produce an appropriate birth or adoption certificate;
- produce evidence of your child's entitlement to a disability living allowance (where relevant);
- complete the absence request form and specify parental leave as the reason for absence;
- declare any periods of parental leave you have taken with a previous employer.

## **6 Periods of leave with other employers**

The period of 13 weeks' (or 18 weeks where disability living allowance is awarded) leave is the maximum you can take and periods of leave taken with a previous employer will be taken into account in calculating this period. We will expect you to declare any periods of leave with a previous employer either before or at the time of making a request for leave.



## **7 Postponing parental leave**

### **7.1 General position**

We reserve the right to postpone parental leave where our needs make this necessary. We will attempt to agree with you a suitable alternative date when the parental leave can commence. The leave will not be postponed to a date later than 6 months from the original date requested. If we deem it necessary to postpone parental leave you will be notified in writing within 7 days of receipt of your request for parental leave. You will be given the reason for the postponement and the alternative dates on which parental leave can be taken.

### **7.2 Position where leave is taken immediately after the child's birth or adoption**

We will not postpone leave if you wish your parental leave to start immediately on the birth or adoption of a child providing you give the notice stipulated at paragraph 5.2.

## **8 Claiming parental leave dishonestly**

If you claim parental leave dishonestly including attempting to claim leave for a child over 5 years of age or claiming leave for purposes other than caring for a child it will be treated as a disciplinary matter and will be dealt with in accordance with the Disciplinary Procedure. Behaving dishonestly in connection with requesting parental leave could amount to gross misconduct which may result in immediate termination of employment.

## **9 Contractual rights during parental leave**

During parental leave your contract of employment will continue but there are very few contractual obligations which operate during this period.

## **10 Right to return to job after leave**

### **10.1 Where the parental leave period is 4 weeks or less**

You shall return to the job in which you were employed before your absence unless you took leave immediately after taking additional maternity leave.

### **10.2 Where the parental leave period is 4 weeks or less immediately after taking additional maternity leave**

You shall return to the job in which you were employed before your absence unless:

- it would not have been reasonably practicable for you to return to that job if you had returned at the end of your additional maternity leave; and
- it is not reasonably practicable to permit you to return to that job at the end of your parental leave period;  
in which case you are entitled to return to another job which is both suitable and appropriate in the circumstances.

### **10.3 Where the parental leave period is more than 4 weeks**

- 10.3.1 In this situation you shall return to the job in which you were employed before your absence, or, if it is not reasonably practicable, to another job which is both suitable and appropriate in the circumstances.
- 10.3.2 When you return to work your remuneration will not be less favourable than it would have been if you had not been on parental leave. Your seniority, pension rights and other similar rights will be treated as if the period of your employment immediately before your parental leave was continuous with your period of employment immediately following your return to work. This means that the period of your parental leave will not count towards these rights. Your other terms and conditions of employment will not be less favourable than those which would have applied to you if you had not been on parental leave.

## **Sickness and attendance policy and procedure**

### **1 Policy**

We are committed to ensuring that its employees attend work whenever possible. However, we also recognise that people do succumb to ill health and where this is the case will, through consultation with the employee and medical advisers when appropriate, manage such absence with the ultimate aim of getting that employee back to work as soon as possible. We have developed this policy and procedure to help facilitate such management of employees' attendance. We will not engage any employee, either permanent or temporary, where there is evidence that the individual is unfit for the role envisaged or there is a known pre-disposition to illness or disease which would make the planned employment hazardous to the individual.

### **2 Scope**

This policy and procedure applies to all employees.

### **3 Principles**

- 3.1 Attendance will be managed fairly, reasonably and in a consistent manner.
- 3.2 Attendance will be managed in line with relevant employment legislation and best practice principles.
- 3.3 Management of attendance will focus on the employee's level of absence and the reason or reasons for the absence.
- 3.4 Employees will be advised of any concerns that we have about their attendance level at the earliest opportunity.
- 3.5 Persistent or unauthorised absence may result in disciplinary action.
- 3.6 We will implement this policy in line with the principles of the equal opportunities policy and with due regard to an employee's disability and our duty to make reasonable adjustments to its policies, arrangements and procedures.
- 3.7 We will implement this policy in line with the principles of the dismissal and disciplinary procedure.

### **4 Responsibilities**

- 4.1 It is the responsibility of all Trustees to:
  - 4.1.1 ensure that the sickness and attendance policy and procedure is accessible to all employees;

- 4.1.2 ensure that this sickness and attendance policy and procedure is implemented effectively and complied with at all times;
  - 4.1.3 communicate the required standards of attendance;
  - 4.1.4 closely monitor and manage the absence of and maintain attendance records for all employees for whom they are responsible;
  - 4.1.5 seek guidance on the appropriate management of sickness absence;
  - 4.1.6 obtain medical evidence from an employees' general practitioner and/or an occupational physician where appropriate to assist with the management of employee attendance.
- 4.2 It is the responsibility of every employee to:
- 4.2.1 take responsibility for his attendance at work;
  - 4.2.2 take responsibility for his recovery and timely return to work;
  - 4.2.3 comply with notification and certification procedures;
  - 4.2.4 comply with reasonable requests for a medical report to be obtained from his general practitioner and to undergo an occupational health medical examination when required;
  - 4.2.5 provide sufficient information as and when required to facilitate a timely return to work.

## **5 Procedure**

### **5.1 Notification**

Employees must notify a Trustee of any absence at the earliest opportunity and no later than one hour from the start of the employee's normal working day on the first working day of absence and every subsequent day of absence for the first 7 working days of absence. The frequency and timing of contact in the case of absences exceeding 7 days will be agreed on a case by case basis, but, as a minimum requirement, the employee should keep us informed throughout the period of absence, on at least a weekly basis. If an employee is absent due to ill health the employee will be required to give details of the nature of the illness and an indication of their anticipated length of absence. Employees should note that leaving a message with a colleague will not be acceptable.

### **5.2 Certification**

Employees must complete an absence form (self-certification form) for absences of 7 calendar days or less immediately after their return to work. For an absence of more than 7 calendar days, in addition to completing the absence form the employee will be required to obtain a medical certificate and forward this within 2 working days of issue. If the employee's absence continues after the expiry of the first certificate, further certificates must be obtained as necessary to cover the whole period of absence and forwarded within 2 working days of issue. Where days of absence span a weekend, the weekend days count towards the absence period.

## **6 Payment**

### **6.1 Contractual sick pay**

- 6.1.1 Entitlement to company sick pay and other local arrangements in respect of absence are outlined in individual employment contracts.

- 6.1.2 Any payments are subject to the appropriate procedure being followed. These arrangements may be reviewed in cases of undue, frequent or repeated absence during periods of sickness.
- 6.1.3 The payment of sick pay may be withheld in the following circumstances:
  - 6.1.3.1 if we have reasonable grounds to believe that an employee is fit to work or is making misrepresentations with regard to his ability to work;
  - 6.1.3.2 if an employees' ill health is caused by the misuse of alcohol, illegal substances, criminal actions or other malpractice;
  - 6.1.3.3 if the ill health or injury is self-inflicted or is incurred as a result of participation in either a dangerous sporting activity or in a professional sporting event of any kind;
  - 6.1.3.4 if the employee has failed to comply with the certification and/or notification procedures.
- 6.1.4 If an employee's ill health or injury is the result of an accident caused by a third party in respect of which damages are recoverable then the employee shall:
  - 6.1.4.1 notify us immediately of all the relevant circumstances and of any claim, compromise, settlement or judgment made or awarded in connection with it;
  - 6.1.4.2 give to us such information concerning the above matters as we shall reasonably require; and
  - 6.1.4.3 if we so require, refund to us any amount received by him or her from any such third party provided that the refund shall be no more than the amount which he has recovered in respect of the sick pay which he has received.

## **6.2 Statutory sick pay**

- 6.2.1 Subject to certain exceptions, all employees will be entitled to receive statutory sick pay ('SSP') for a maximum of 28 weeks in any 3-year period in accordance with the current regulations.
- 6.2.2 SSP is not payable for the first 3 qualifying days. The rate of SSP will vary depending on the employee's normal weekly earnings and the rate prescribed by the then current regulations.
- 6.2.3 The employee will only receive SSP when there is a period of 4 or more days sickness. SSP will only be paid on days on which the employee would normally be working.
- 6.2.4 The principle requirements in order to qualify for SSP are that the employee must:
  - 6.2.4.1 have 4 or more consecutive days of sickness (which may include Sundays and holidays) during which the employee is too ill to be capable of doing his or her work;
  - 6.2.4.2 notify the employee's absence ;
  - 6.2.4.3 supply evidence of incapacity, namely a self certificate for periods of 4 to 7 days and a doctor's certificate for periods after the first 7 days.
- 6.2.5 If the employee's ill health or injury is the result of an accident caused by a third party in respect of which damages are recoverable then the employee will be required to:

- 6.2.5.1 notify us immediately of all the relevant circumstances and of any claim, compromise, settlement or judgment made or awarded in connection with it;
- 6.2.5.2 give to us such information concerning the above matters as we shall reasonably require; and
- 6.2.5.3 if we so require, refund to us any amount that the employee has received from any such third party provided that the refund shall be no more than the amount which the employee has recovered in respect of the sick pay which the employee has received.

### **6.3 Permanent health insurance – no provision in force.**

## **7 Holidays**

- 7.1 Holidays continue to accrue during any period of sickness absence in accordance with the Working Time Regulations 1998. Any holidays that are taken while an individual is on long term sickness should be booked and authorised in the normal way. Sickness benefit is not paid during any holiday that is taken.
- 7.2 The normal restrictions on carrying over holiday entitlement apply. As such, any holiday accrued but not taken by the end of the holiday year is lost.

## **8 Attendance monitoring**

- 8.1 A Trustee will conduct regular attendance reviews with an absent employee where his absence is over 4 weeks' duration: whilst this will usually be for continuous absences, reviews may be appropriate where the duration is of a cumulative nature. These will usually involve the employee visiting our premises although reviews may be conducted at the employee's home (with the employee's consent). The purpose of such reviews will be to ensure that the employee is receiving appropriate support and to ensure that we have an up-to-date understanding of the latest medical situation and prognosis. The specific issues that will be considered will be the likelihood of an improvement in health and subsequent attendance, the availability of alternative work, the effect of past and future absences on the organisation and whether there are any reasonable adjustments which could be made with regard to the employee's work. The review will also assist with forward planning. The employee may be accompanied to any review (usually by an employee or trade union representative or work colleague).
- 8.2 Attendance reviews along the lines outlined above may also be conducted where the employee's absence is of less than 4 weeks' duration if the absence is causing us concern.

## **9 Medical examination**

- 9.1 We may require an employee to undergo a medical examination by an occupational health practitioner at any time. The purpose of such examination is to understand the medical condition of the employee and the causes of such condition, to obtain an accurate prognosis and to obtain advice upon what, if any, reasonable adjustments could be made to facilitate the employee's return to work.

- 9.2 Occupational health examinations will usually be considered and arranged once the employee has been absent for over 4 weeks.
- 9.3 Occupational health staff may seek additional information from the employee's general practitioner and/or consultants. If this is necessary such information shall be obtained in accordance with the Access to Medical Reports Act 1988.

## **10 Return to work**

- 10.1 Where an employee wishes to return to work prior to the date noted on a medical certificate he must obtain a signing-off note from his general practitioner before attending for work. Where an employee's general practitioner advises that an employee is not fit to return to work he will not be permitted to return.
- 10.2 When an employee returns to work following a period of continuous sickness of 7 days or more a Trustee will conduct a return to work interview within 3 days of the first day of return.
- 10.3 Where a Trustee is concerned about the level or pattern of absence he may conduct an informal guidance meeting with the employee. The employee will be entitled to be accompanied to any such guidance meeting by a trade union or employee representative or a work colleague. The employee will also have the opportunity to make representations.
- 10.4 Where a Trustee has serious concerns about the level or pattern of absence he may, following a return to work meeting, deal with it under the dismissal and disciplinary procedure. The dismissal and disciplinary procedure will not, however, normally be used in cases of long-term sickness absence.

## **11 Reasonable adjustments**

- 11.1 We will comply with its obligations to make reasonable adjustments under the Disability Discrimination Act 1995.
- 11.2 We will, wherever possible, consider all reasonable adjustments which could be made in respect of an employee's work in order to facilitate their return to work. Such adjustments may include a reduction in hours, the transfer of certain duties to other employees, physical adjustments and retraining. Such adjustments may be adopted on a temporary or permanent basis depending on the circumstances of each case.

## **12 Alternative employment**

- 12.1 If an employee is unable to return to his own job, we will with advice from an occupational health physician where appropriate, consider suitable alternative employment, although we will not be obliged to create new positions for this purpose.
- 12.2 If an employee is to return to work in an alternative role revised terms and conditions will be agreed with him before such return.

## **13 Incapability**

- 13.1 Where an employee is not capable of returning to his job due to ill health even if reasonable adjustments are made, and no suitable alternative employment can be found, notice of termination may be issued following a period of consultation. Such termination will usually be on the grounds of capability and will be carried out according to the dismissal and

disciplinary procedure. In such circumstances pay may be given in lieu of notice.

13.2 Where absences are of a short term or multiple nature and the employee's attendance record is unacceptable, the employee will be interviewed and may be issued with a formal warning that if his attendance record does not improve then dismissal may result. If, after such warning, the employee's attendance record does not improve, the employee's employment may be terminated on the grounds of capability or conduct or some other substantial reason depending on the circumstances of the case and will be carried out in accordance with the dismissal and disciplinary procedure. In such circumstances pay may be given in lieu of notice.

13.3 If during the currency of any notice of termination given to the employee pursuant to paragraphs 13.1 or 13.2 above, the employee provides medical evidence satisfactory to us to the effect that he has fully recovered his physical and/or mental health and that no recurrence of illness or incapacity can reasonably be anticipated we may withdraw the notice unless, by that date, a replacement for the employee has been appointed.

#### **14 Specific absences**

14.1 An employee who is absent from work due to a substance misuse problem will be treated in accordance with the alcohol and drugs policy.

14.2 Where an employee is pregnant she will be managed considerately and in accordance with employment legislation and the maternity policy. Pregnancy-related absences during the pregnancy and maternity leave, and time off for antenatal appointments, will not be taken into account when reviewing an individual's attendance record. In addition, maternity leave will not be classed as absence for the purpose of attendance monitoring.

#### **15 Lateness**

15.1 Lateness (ie failure to attend work at agreed times), where associated with short-term frequent absences, will be included within an employee's attendance record and managed within the attendance review procedure and, where appropriate, the dismissal and disciplinary procedure.

15.2 Lateness for the purposes of this procedure shall mean 10 minutes or more after the due time.

15.3 Lateness which is not associated with short term frequent absences will be investigated and managed through the dismissal and disciplinary procedure.

#### **16 Unauthorised absence**

Unauthorised absence, for example leaving the premises without permission or failing to comply with the notification and certification procedures will be recorded on an employee's attendance record and is likely to be dealt with within the dismissal and disciplinary procedure.

#### **17 Compassionate leave**

Compassionate leave may be granted at discretion for appropriate reasons in accordance with the relevant guidelines on bereavements, domestic emergency leave, parental leave etc. Depending on the relevant circumstances such leave may be paid or unpaid. For the avoidance of doubt, compassionate leave will not normally be included for review purposes on an employee's attendance record.

## **18 Representation**

Employees will be entitled to be accompanied by a trade union or employee representative or a work colleague to any meetings which could result in a formal warning or some other caution.

## **Email, fax and internet policy**

### **Purpose and scope**

We expect all of our computer facilities to be used in a professional manner. These facilities are provided by us at our own expense for our own purposes.

It is the responsibility of each employee to ensure that this technology is used for proper purposes and in a manner that does not compromise us or our employees in any way. This policy document is to be read in conjunction with the dismissal and disciplinary procedure.

### **Policy**

#### **1 Confidentiality**

- 1.1 You should not transmit anything in an email or fax message that you would not be comfortable writing in a letter or a memorandum. You should note that electronic messages are admissible as evidence in legal proceedings and have been used successfully in libel cases.
- 1.2 You should never assume that internal messages are necessarily private and confidential, even if marked as such. Matters of a sensitive or personal nature should not be transmitted by email unless absolutely unavoidable. The confidentiality of internal communications can only be ensured if they are delivered personally by hand.
- 1.3 Internet messages should be treated as non-confidential. Anything sent through the Internet passes through a number of different computer systems all with different levels of security. The confidentiality of messages may be compromised at any point along the way unless the messages are encrypted.

#### **2 Offensive messages**

- 2.1 You must not send offensive, demeaning or disruptive messages. This includes, but is not limited to, messages inconsistent with our equal opportunities policy and harassment policy.
- 2.2 You should therefore not place on the system any message which you regard as personal, potentially offensive or frivolous to you or to any recipient.
- 2.3 If you receive mail containing material that is offensive or inappropriate to the office environment then you must delete it immediately. Under no circumstances should such mail be forwarded either internally or externally.

#### **3 Passwords**

You must not allow other employees to use your password. If you anticipate that someone may need access to your confidential files in your absence you should arrange for the files to be copied to somewhere where that person can access them.



## **4 Viruses**

- 4.1 Any files or software downloaded from the Internet or brought from home must be virus checked before use. You should not rely on your own PC to virus check any such programmes.
- 4.2 You must not run any '.exe' files. These should be deleted immediately upon receipt without being opened

## **5 The Internet**

- 5.1 Access to the Internet during working time should be limited to matters relating to your employment. Any unauthorised use of the Internet is strictly prohibited. Unauthorised use includes but is not limited to connecting, posting or downloading any information unrelated to your employment and in particular pornographic material, engaging in computer hacking and other related activities or attempting to disable or compromise security of information contained on our computers.
- 5.2 Postings placed on the Internet may display our address. For this reason you should make certain before posting information that the information reflects our standards and policies. Under no circumstances should information of a confidential or sensitive nature be placed on the Internet.
- 5.3 Information posted or viewed on the Internet may constitute published material. Therefore, reproduction of information posted or otherwise available over the Internet may be done only by express permission from the copyright holder.
- 5.4 You must not commit us to any form of contract through the Internet.
- 5.5 Subscriptions to news groups and mailing lists are only permitted when the subscription is for a work-related purpose. Any other subscriptions are prohibited.

## **6 Interception of communications**

We reserve the right to intercept any email for monitoring purposes, record keeping purposes, preventing or detecting crime, investigating or detecting the unauthorised use of our telecommunication system or ascertaining compliance with our practices or procedures.

**WE CONSIDER THIS POLICY TO BE EXTREMELY IMPORTANT. IF YOU ARE FOUND TO BE IN BREACH OF THE POLICY THEN YOU WILL BE DISCIPLINED IN ACCORDANCE WITH THE DISCIPLINARY PROCEDURE AND YOU MAY BE DISMISSED. IN CERTAIN CIRCUMSTANCES. BREACH OF THIS POLICY MAY BE CONSIDERED GROSS MISCONDUCT RESULTING IN IMMEDIATE TERMINATION OF YOUR EMPLOYMENT.**

## **Policy on alcohol, drugs and other substances**

### **1 Introduction**

- 1.1 We are committed to maintaining healthy, safe and productive working conditions for all our staff. We recognise the impact that both alcohol and drugs may have upon an individual's ability to work safely and correctly and, as such, we aim to ensure a working environment free from the inappropriate use of substances and where its staff are able to carry out their duties in a safe and efficient manner.
- 1.2 This policy is designed to prevent and treat problems created in the workplace by inappropriate alcohol consumption and drug usage.

### **2 Policy objectives**

- 2.1 To alert all employees to the risks associated with drinking alcohol and using non-medicinal drugs and to promote good practice and a progressive change of behaviour and attitude concerning use.
- 2.2 To encourage and assist employees who suspect or know that they have an alcohol or drug problem to seek help at an early stage.
- 2.3 Where, in the course of invoking disciplinary procedures it is suspected or known that the misdemeanour is alcohol- or drug-related, to offer an employee a referral to an appropriate agency or department for assessment and, if necessary, specialist help.

### **3 Policy application**

- 3.1 This policy applies to all employees. For the purposes of this policy the term drug includes:
  - 3.1.1 substances covered by the Misuse of Drugs Act 1971 (referred to as 'controlled drugs');
  - 3.1.2 prescribed and over-the-counter drugs;
  - 3.1.3 solvents and any other substances.
- 3.2 In addition to the employees, this policy shall be observed by all agencies, contractors, consultants and any other individual working for, or on behalf of, us.

### **4 Disciplinary rules**

- 4.1 The standards are as follows.
  - 4.1.1 The consumption of alcohol by members of staff is inappropriate at any time when working or before work whenever work performance will be adversely affected.
  - 4.1.2 The use of drugs by members of staff is inappropriate at any time when working or before work whenever work performance will be affected. Employees who are prescribed by their doctor drugs that may affect their ability to work should immediately discuss the problem with their manager.
  - 4.1.3 Dispensing, distributing, possessing, using, selling or offering to buy controlled drugs at work is prohibited. Any such activity (including reasonable suspicion of it) on our premises will be reported immediately to the police.
  - 4.1.4 Any employee who is found to be in breach of these rules will be liable to dismissal on the grounds of gross misconduct under the dismissal and disciplinary procedure.

## **5 Medical examination**

- 5.1 If we suspects that there has been a breach of the above provisions, or an employee's work performance or conduct has been impaired through drug or alcohol abuse we will immediately invoke our dismissal and disciplinary procedure which may result in the employee's dismissal. In investigating the incident, however, we may require the employee to undergo a medical examination to determine the cause of the problem.
- 5.2 If, having undergone a medical examination, it is confirmed that the employee has no underlying drug or alcohol problem, we will continue to deal with the issue under our dismissal and disciplinary procedure.
- 5.3 If, having undergone a medical examination, it is confirmed that the employee has been positively tested for a controlled drug, or he/she admits to having a drug and/or alcohol problem, we reserve the right to suspend him/her from work on full pay to allow us to decide whether to deal with the matter under the terms of the dismissal and disciplinary procedure or to require him/her to undergo treatment and rehabilitation pursuant to paragraph 7.2 below.

## **6 Monitoring this policy**

- 6.1 To assist in the effective implementation of this policy, we reserve the right to have tests carried out on employees following any incident, where there is a suspicion on the part of the manager that drugs and/or alcohol may have been a contributory factor.
- 6.2 Where testing takes place the individual will be expected to sign a written consent to be tested. Failure to give consent, or refusal to supply the urine sample, will be considered to be a breach of these rules and may lead to disciplinary action being taken.
- 6.3 We reserve the right to search employees or any of their property held on our premises at any time if the employee's manager believes that the prohibition on substances is being or has been infringed.
- 6.4 If an employee refuses to comply with the search procedure, such refusal will normally be treated as amounting to gross misconduct and will entitle us to take disciplinary action.

## **7 Referral procedures**

### **7.1 Identification by the employee**

- 7.1.1 An individual may choose to seek help on a completely voluntary basis. Employees who believe that they have an alcohol and/or drug problem should seek specialist help as soon as possible.
- 7.1.2 If an employee requests assistance voluntarily, prior to management being aware of poor work performance, the matter is confidential. If time off work is needed for a recovery programme, or there is a requirement to change an employee's duties or working environment, the manager will need to be informed.

### **7.2 Identification by the manager**

- 7.2.1 An individual's supervisor may identify an employee as having poor health, attendance and work performance which may be

due to a drug- or alcohol-related problem (signs of drug and/or alcohol dependency are outlined in the Appendix).

- 7.2.2 A colleague or supervisor who identifies a possible drug- or alcohol-related problem should draw this to the attention of the employee's relevant manager, who will then arrange to interview the employee.

### 7.3 **Purpose of the interview:**

The purpose of the interview is to:

- 7.3.1 Discuss with the employee their deteriorating work and/or behaviour and ask if they wish to comment.
- 7.3.2 Inform the employee of the possible disciplinary consequences in continuing with the present pattern of work.
- 7.3.3 Offer the employee referral for medical advice.
- 7.3.4 Determine whether disciplinary action will be taken with regard to the original incident.
- 7.3.5 If the employee rejects an offer for referral, then the manager should make a full assessment of the situation deciding whether it is appropriate to take disciplinary action at that stage.
- 7.3.6 Where the employee in the course of the interview accepts referral for assessment, the manager should immediately telephone to arrange an appointment. A letter of referral giving the background to the case must be sent in confidence to confirm the appointment and should be taken to the employee by the manager.
- 7.3.7 If **medical advice** confirms the existence of an alcohol- or drug-related problem, it will refer the employee to a specialist agency if necessary. If the employee rejects an offer of referral by **the advisor**, or specialist agency, the manager should make a full assessment of the situation, deciding whether it is appropriate to take disciplinary action.
- 7.3.8 The specialist agency could recommend a treatment programme which might be:
- (a) on an in-patient basis;
  - (b) on a day-care basis;
  - (c) on an out-patient basis; or
  - (d) at home.
- 7.3.9 If the employee rejects the treatment programme offered by the specialist agency, the manager should make a full assessment of the situation and decide whether disciplinary action is appropriate at this stage in relation to the original incident(s).
- 7.3.10 The manager should interview the employee to convey management's expectations of work performance and/or behaviour in future. It must be emphasised that disciplinary action can be resumed at any time if work performance or behaviour warrants management action.
- 7.3.11 Where any employee is taking part in a recovery programme, and **an advisor** considers that in the meantime a return to post or continuation in post carries with it a risk of recurrence of the problem, or a risk of jeopardising the health and safety of staff

and the general public, then the employee may be put on leave of absence under the sick leave scheme but no such action will be taken without first following the procedure outlined in the dismissal and disciplinary procedure.

7.3.12 If the treatment programme is discontinued:

- (a) by the employee; or
- (b) by the treatment agency because of lack of progress, the manager should interview the employee and determine whether disciplinary action should be taken.

7.4 We will consider taking disciplinary action under our disciplinary procedures which may lead to dismissal where either:

7.4.1 a second or subsequent relapse occurs after encouragement/support from an organisation providing help; or

7.4.2 an employee:

- (a) declines to accept referral for assessment and/or specialist help; or
- (b) discontinues help before the satisfactory completion and continues to put in an unsatisfactory level of work performance or conduct at work.

## **8 Organisational responsibility**

8.1 We will endorse this policy and periodically consider the need for review.

8.2 We will:

8.2.1 promote the policy and ensure its effective implementation;

8.2.2 ensure that managers understand their responsibilities for action and confidentiality to ensure consistency of approach;

8.2.3 be alert to the signs of misuse of alcohol and drugs and deal with individual cases in accordance with this policy.

8.3 All employees are expected to:

8.3.1 take personal responsibility for their own alcohol consumption and/or drug use; and

8.3.2 co-operate with management in assisting colleagues who have an alcohol or drug use problem.

## APPENDIX

### COMMON SIGNS OF DRUG AND/OR ALCOHOL DEPENDENCE

#### Reduced work performance

- Difficulty in concentrating
- Higher accident levels
- Impaired memory
- Lowered quality/quantity
- Confusion
- Missed deadlines and appointments
- Periods of high and low productivity
- Increased mistakes
- Absenteeism and timekeeping
- Poor timekeeping
- Increased Friday/Monday absence
- Arriving late/leaving early
- Excessive levels of sickness absence
- Unexplained disappearances
- Unproveable excuses for absence
- Long coffee/lunch breaks
- Imprecise medical certificates

#### Personality changes

- Mood changes
- Depression
- Irritability
- Paranoia
- Friction with colleagues
- Confusion
- Overreaction to criticism
- Unreasonable resentments

#### Physical signs

- Smelling of alcohol
- Tremors, sweats, dilated/constricted pupils, marked skin etc.
- Lack of hygiene
- Unkempt appearance

#### General signs

- Falling asleep
- Petty theft
- Use of breath purifiers

- Court appearances
- Attempts to borrow money
- Deterioration of relationships with friends/family

**Safety audit**  
*(name of employer)*  
SAFETY AUDIT

Questions  
Yes/No  
Comments/action

**A: ORGANISATION AND ADMINISTRATION**

1. Is there a safety policy defining the objectives and stating the organisation and arrangements in force?
2. Is the policy revised annually?
3. Are all employees aware of the policy?
4. Does the policy adequately state the commitment of the employer to employee safety?
5. Is there a safety officer or adviser?
6. Are the safety rules promulgated?
7. Are the safety rules examined periodically for relevance and efficacy?
8. Are the safety rules enforced consistently?
9. Are relevant safety rules brought to the attention of contractors, visitors etc?
10. Is a breach of safety rules defined as a serious disciplinary offence?

**B: ACCIDENTS AND DISEASES ETC**

11. Is there a procedure for reporting all accidents and diseases?
12. Are adequate records kept?
13. Is there a follow-up procedure for remedial action to prevent reoccurrence?
14. Are accident statistics produced?

15. Are the statistics analysed for causes?
16. Is there a procedure for reporting potential hazards?
17. Is there a system for ascertaining the action taken when potential hazards have been reported?

### **C: TRAINING**

18. Is there a training programme, with defined objectives?
19. Are records kept of training programmes?
20. Are training programmes examined periodically for adequacy and efficacy?
21. Are records kept of the training undergone by each employee?
22. Are new employees put on an induction course with special reference to hazards?
23. Are existing employees put on refresher courses?
24. Are all employees trained when new hazards become apparent?
25. Does the person responsible for training keep abreast of new developments?
26. Is special attention given to the needs of young persons?
27. Is training given to ensure compliance with statutory requirements?
28. Is there a procedure for identifying training needs?
29. Is adequate financial provision made for training?

### **D: INSPECTIONS**

30. Is there a regular system for inspecting the workplace for known and potential hazards?
31. Is there a formal reporting system to ensure remedial action is taken as a result of the inspection?

### **E: HOUSEKEEPING**

32. Does the temperature conform to statutory requirements?
33. Is there adequate artificial or natural lighting?
34. Are windows cleaned regularly and effectively?



35. Are stairs, passages etc adequately lit?
36. Are light bulbs etc replaced when broken?
37. Are all work areas kept clean and tidy?
38. Are gangways, passageways etc kept clean and tidy and free from obstruction?
39. Is there adequate marking of walkways, passageways, exits, floor-openings etc?
40. Is there adequate storage space for goods, materials, equipment etc when not in use?
41. Do staircases have non-slip tread?
42. Is there a procedure for dealing with snow, ice etc in open spaces?
43. Are defective floors, stair-treads etc repaired as soon as possible?
44. Are the premises cleaned regularly?
45. Are walls etc washed and/or whitewashed in accordance with statutory requirements?

**F: WELFARE**

46. Are there adequate facilities for changing clothing?
47. Are the lavatories adequate for the numbers employed?
48. Is there an adequate supply of hot and cold running water?
49. Are washrooms and lavatories cleaned daily and kept clean?
50. Are there adequate facilities for washing and drying?
51. Are there suitable facilities for disabled persons?

**G: MACHINERY AND EQUIPMENT**

52. Is there adequate advice available when purchasing new equipment or machines?
53. Are new purchases checked before bringing into use?
54. Are guards and/or fences provided?
55. Are these guards and/or fences adequate and suitable?

56. Are guards and/or fences regularly inspected and properly maintained?
57. Are tools, equipment etc regularly inspected, serviced, maintained and cleaned?
58. Is there a procedure for reporting defects?
59. Are defective tools withdrawn from use?
60. Are the tools, equipment etc suitable for the tasks to be performed?
61. Are the statutory requirements for inspection, maintenance etc known and complied with?

## **H: PERSONAL PROTECTION**

62. Is suitable protective clothing and equipment provided?
63. Is the use of protective clothing and equipment required by the works or safety rules?
64. What action is taken if it is discovered that protective clothing and equipment is not being worn or used?
65. Is protective clothing examined and replaced as necessary?
66. Is protective equipment replenished as necessary?
67. Is the use of protective clothing and equipment a term of employment?
68. Are the statutory requirements relating to the provision and use of protective clothing and equipment complied with?
69. Is disciplinary action taken when it is discovered that protective clothing and equipment is not being used?
70. Do the rules relating to the use of protective clothing and equipment apply to all employees and visitors who may be endangered by the hazard?
71. Does the safety officer or adviser have adequate knowledge of the availability of various items of protective clothing and equipment?
72. Does the protective clothing and equipment conform with accepted legal standards?
73. Is there a charge for the supply of protective clothing and equipment?

## **I: FIRE PRECAUTIONS**

74. Are fire warnings regularly tested?
75. Is a fire drill regularly practised?
76. Are there adequate means of escape in case of fire?
77. Are there adequate means of fighting fire?
78. Do employees know of the whereabouts of the means for fighting fire?
79. Are employees trained in the use of fire fighting equipment?
80. Do employees know where to contact the nearest fire brigade?
81. Are there any special risks which require special precautions?
82. Is there a fire certificate in force?
83. Are vital records, documents etc stored away in fire proof containers?
84. Are fire proof doors installed?
85. Are exits from the premises locked so that persons inside cannot escape in the event of fire?

## **J: MEDICAL SERVICES**

86. Is there a doctor or nurse immediately available?
87. Is a pre-employment medical examination required?
88. Are there sufficient qualified first-aiders available?
89. Is there an adequate supply of first-aid boxes readily available?
90. Are the contents of the first-aid boxes regularly checked and replenished?
91. Are there any special risks which require specialised medical knowledge or facilities?
92. Are employees who are exposed to particular known hazards regularly examined?
93. Are known hazards monitored for threshold limits which may be unsafe?
94. Is there a first-aid room or medical room where sick or injured employees may be taken?

## **L: CONTRACTORS AND VISITORS**

95. Has all relevant information been given to contractors and visitors concerning the possible hazards?
96. Has the contractor passed on the information to his employees?
97. Is there a satisfactory system of authorisation when contractors wish to use the company's equipment?
98. What steps are taken to ensure that any plant or equipment brought on site by the contractor will be safe and without risks to health?
99. Are the contractor's employees fully aware of the site safety rules?
100. Who ensures that the contractor's employees have a safe system of work and that they observe all the safety rules and do not create any hazard during or after the work has been completed?
101. Are there satisfactory job completion procedures, including the disposal of waste and the elimination of potential hazards?
102. Are all visitors provided with necessary safety precautions?
103. Do the emergency procedures take account of the possibility that there may be visitors or contractors on site?

## **M: ELECTRICITY**

104. Is there a written procedure for dealing with high-voltage apparatus?
105. Are there procedures restricting work on electrical apparatus to competent or authorised persons?
106. Are permits to work issued for work on live apparatus?
107. Are there safe systems of work established for the testing of live apparatus?
108. Are electrical apparatus and conductors of sufficient power and size?
109. Have areas where electrical apparatus is exposed to adverse weather conditions been identified?
110. Are there dangers when employees are working alone on electrical apparatus?
111. Are all precautions, permits and controls brought to the attention of contractors?

**N: NOISE**

- 112. Is there a hearing conservation programme?
- 113. Is a noise adviser appointed?
- 114. Do employees have adequate information about noise control and the dangers to their hearing from high noise levels?
- 115. Have employees been trained in the use of ear defenders?
- 116. Are ear defenders provided relevant to the noise levels?
- 117. Is there a programme for the reduction of noise levels?
- 118. Are there areas of high risk clearly identified?
- 119. Is new machinery or plant purchased with noise reduction in mind?

DATED .....

SIGNED.....  
FULL NAME

## Safety policy

*(name of employer)*

### SAFETY POLICY

#### **1 Safety policy**

- 1.1 It is the policy of *(the Employer)* to take all reasonable steps to ensure the health and safety at work of all employees, and to take all necessary steps to implement this policy. The Employer will also ensure that all relevant statutory requirements are complied with, that risk assessments will be carried out and monitored periodically, and, where risks cannot be completely eliminated, suitable personal protective equipment will be provided.
- 1.2 Employees have a duty to co-operate with the Employer to ensure that this policy is effective, and to offer all necessary assistance to ensure the health and safety at work of all employees.
- 1.3 The Employer also has a responsibility to ensure the health and safety of others who may be affected by the work activity, and reasonable steps will be taken by all concerned to ensure that this duty is observed.
- 1.4 The attention of all employees is drawn to the safety rules and procedures. Severe disciplinary action will be taken against any employee who violates these rules and procedures.
- 1.5 The Employer will consult with the employees (and with any recognised trade union or representative of employee safety) periodically to ascertain what measures should be taken to increase awareness of health and safety and to ensure that all necessary measures are taken to make this policy effective.
- 1.6 The Employer will take such measures as may be necessary to ensure that proper training, supervision and instruction is given to all employees in matters pertaining to their health and safety, and to provide any necessary information.

#### **2 Personnel responsible for health and safety**

- 2.1 The person having overall responsibility for health and safety is *(name of person) (title or office)*.
- 2.2 The person having immediate line responsibility for health and safety matters is *(name of person) (title or office)*.
- 2.3 Medical assistance is provided by *(name of person) (title or office)*.

#### **3 Arrangements for health and safety**

- 3.1 The detailed rules relating to health and safety are annexed and must be observed by all employees.
- 3.2 First-aid boxes can be found at *(state location)*.
- 3.3 First-aiders have been appointed as follows with their contact details. If unavailable the employee should seek appropriate emergency medical attention.
- 3.4 The fire alarm will be tested [*(state the time and day of the week or month)*]. Should the fire alarm sound at any [other] time an orderly evacuation of the premises will take place immediately. Fire doors, exits,

corridors, passageways and stairs must be kept free from obstruction at all times. Fire extinguishers can be found at (*state location*).

3.5 Good housekeeping is an essential feature of any health and safety policy. All tools and equipment must be cleaned after use and properly stored. Workplaces must be kept clean and tidy, with rubbish and discarded materials placed in the receptacles provided. Proper attention must be paid to hygiene.

3.6 Smoking is prohibited in the following areas (*state locations*). Cigarettes, matches etc must be extinguished before being discarded.

3.7 No alcoholic liquor or unlawful drugs may be brought onto or used or consumed on the premises. Employees must not engage in horseplay or misuse anything provided in the interests of health and safety.

Dated:

*(signature on behalf of employer)*  
*(position held)*

## Checklist for risk assessments

Yes/No

Action

1. Have you carried out risk assessments relating to:
  - 1.1 lead?
  - 1.2 asbestos?
  - 1.3 hazardous substances?
  - 1.4 women of child-bearing age?
  - 1.5 young persons?
  - 1.6 manual handling?
  - 1.7 personal protective equipment?
  - 1.8 display screen equipment?
  - 1.9 ionising radiations?
  - 1.10 dangerous substances?
  - 1.11 vibrations?
  - 1.12 fire?
  - 1.13 noise?
  - 1.14 working at heights?
  - 1.15 other risk assessments (specify)?
2. Do your risk assessments cover:
  - 2.1 work areas?
  - 2.2 systems of work?
  - 2.3 safety precautions?
  - 2.4 housekeeping?
  - 2.5 employees/visitors at risk?
  - 2.6 work environment?



- 2.7 premises?
- 2.8 materials used?
- 2.9 vehicles?
- 2.10 services?
- 2.11 emergency procedures?
- 2.12 equipment?
- 2.13 other hazards (specify)?
- 3. Are your risk assessments monitored on a regular basis?
- 4. Are your risk assessments:
  - 4.1 reviewed when new methods are adopted?
  - 4.2 reviewed in the light of experience?
  - 4.3 reviewed regularly?

Signed.....

Dated.....

## Record of risk assessments

Employer name

Carried out by

Date

Hazards noted

Persons at risk

Action to be taken

Action by

Checked

Review date

Signed.....

Dated.....

## Risk assessment for general use

Risk level

Identification of hazard

LOW

MEDIUM

HIGH

Action

1. Is there a hazard from the building?
  - 1.1 roof?
  - 1.2 ceiling?
  - 1.3 floors?
  - 1.4 walls?
  - 1.5 windows?
  - 1.6 pavements?
  - 1.7 pathways?
2. Is there a risk to any of the following groups of person?
  - 2.1 employees?
  - 2.2 disabled persons?
  - 2.3 visitors?
  - 2.4 contractors?
  - 2.5 cleaners?
  - 2.6 others? (if so, specify)
3. Is there a hazard from machinery (if so, specify machinery)?
4. Is there a hazard from materials used (if so, specify materials)?
5. Is there a hazard from work methods (if so, specify methods)?

6. Is there a hazard from electrical supply/fittings (if so, specify plugs, wiring, voltage, etc)?
7. Is there a hazard from the use of transport (if so, specify cars, lorries, garage facilities, maintenance, repairs, tyres, etc)?
8. Is there a hazard in the office (if so, specify desks, chairs, furniture, floor covering, filing cabinets, office equipment, etc)
9. Is there a hazard for which a separate assessment is needed? (if so, specify, eg fire, lead, hazardous substances, noise, vibrations, manual handling, display screen equipment, asbestos, personal protective equipment, new and expectant mothers, young persons)
10. Have employees been informed of:
  - 10.1 the risks to health and safety revealed by this assessment?
  - 10.2 the preventive and protective measures to be taken?
  - 10.3 the procedures for serious and imminent danger and for danger areas?
  - 10.4 fire fighting measures?
  - 10.5 the identity of nominated persons who will deal with serious and imminent danger and implement fire prevention measures?

**NOTE.**

There are a number of steps to be taken when carrying out a risk assessment set out in the booklet *Five Steps to Risk Assessment* (2006) available from HSE Books (see [www.hsebooks.com](http://www.hsebooks.com)) and summarised below:

- (a) Hazards (ie anything that can cause harm) should be identified. This involves looking at the workplace buildings (offices, canteens, workplace, car parks etc) then considering the machinery and equipment being used, the production methods, tools, materials and so on. Manufacturers' instructions or data sheets can be examined, employees, visitors etc should be invited to give their opinions, and, if necessary, safety advisers or experts can be asked for their comments. Trivial risks may be ignored.
- (b) Persons who may be harmed by the hazard should be identified. As well as employees, others who work on the premises should be considered; eg cleaners, contractors, visitors, etc.
- (c) The hazard should be evaluated into high, medium or low risk. The legal requirements in relation to the prevention of the risk should be considered and also whether those requirements are being met and what further precautions, if any, should and could be taken to minimise or eliminate the risk altogether. The provision and use of personal protective equipment is the last consideration. Particular attention should be paid to shared premises and to employees who work on more than one site.

- (d) The significant findings of the assessment should be recorded in writing. It is necessary to state the hazard identified, the risk involved, the persons at risk, and the remedial measures needed to be taken to minimise or eliminate the risk. Employees should be informed of the findings. The person responsible for taking remedial action should be identified and it should be checked that such action has been carried out.
- (e) The assessment should be periodically reviewed and revised when necessary. Account should be taken of any new machinery, production process, the introduction of new substances, the use of new premises, and so on, since the last assessment.

A failure to carry out a risk assessment, which would have identified the need to vary working practices (eg job rotation in order to avoid work-related upper limb disorder), can lead to an award of damages against the employer: *Godfrey v Bernard Matthews plc* (1999) 282 HSB.

## **Record of maintenance**

Name of machine:

Manufacturer:

Date of purchase:

Model and serial number:

Frequency of maintenance

DATE

COMMENTS

SIGNATURE OF ENGINEER

## Assessment for personal protective equipment

Yes/No

Action

1. Is the personal protective equipment designed to protect:
  - 1.1 the head?
  - 1.2 the eyes?
  - 1.3 the feet?
  - 1.4 the arms and/or hands?
  - 1.5 the body?
  - 1.6 the face?
  - 1.7 breathing?
  - 1.8 the ears?
  - 1.9 the legs?
2. What is the risk to be protected against?
3. Is there a risk to health and safety which cannot be avoided by any other means?
4. What must the personal protective equipment do to be effective against those risks?
5. What sort of personal protective equipment is available?
6. Will the personal protective equipment available be effective against the risks?
7. Is the personal protective equipment CE marked?
8. Is the personal protective equipment suitable for the individual employee?
9. Does the personal protective equipment provided create any risk?
10. Has the employee been instructed as to:
  - 10.1 How to use the personal protective equipment provided?
  - 10.2 The need to use the personal protective equipment provided?

- 10.3 Methods of cleaning, storage and caring for the personal protective equipment and for reporting any defects?
11. Is the personal protective equipment provided compatible with other items of personal protective equipment?



## Manual handling: assessment checklist

A Name of employee:

.....

B Handling operations examined:

.....

C Job titles involved:

.....

D Location:

.....

E Assessed by:

.....

F Can the job be done without undertaking manual handling?

Yes/No

G Is an assessment of the risks needed?

Yes/No

H Guidelines considered:

H.1 Individual capability?

Yes/No

H.2 Lifting and lowering?

Yes/No

H.3 Carrying?

Yes/No

H.4 Pushing and pulling?

Yes/No

H.5 Handling while seated?

Yes/No

Diagram

(Insert diagram)

J Are there factors at present which are beyond the limits set out in the guidelines?

Yes/No

## ASSESSMENT

Risk factor

Action

low

medium

high

1. Does the job involve:
  - 1.1 holding loads away from body?
  - 1.2 twisting, reaching or stooping?
  - 1.3 reaching up, down or across?
  - 1.4 carrying, throwing or catching?
  - 1.5 pushing or pulling?
  - 1.6 repetition of movements?
  - 1.7 piece work, work rate payment?
  - 1.8 other awkward movements?
2. Are the loads/work pieces handled:
  - 2.1 heavy, bulky, unwieldy or unstable?
  - 2.2 hot, cold or slippery?
  - 2.3 sharp or dangerous?
3. Are there environmental factors which may cause difficulties, eg:
  - 3.1 the weather?
  - 3.2 light?
  - 3.3 floors, layout of the workplace or access?
  - 3.4 working conditions?
  - 3.5 presence of obstacles or other persons?
  - 3.6 clothing or personal protective equipment?

4. Is there a health or safety risk because this employee:

4.1 has a health problem?

4.2 is pregnant?

4.3 is young?

4.4 has not been trained?

Overall assessment of the risks:

Low

Medium

High

Insignificant

Remedial action to be taken by (date): (specify)

Date of reassessment:

Confirmed:

Signed:

Date:

## First-aid assessment

Location:

Department:

Number of employees:

Workplace risks

Yes/No

Action

1. Are there specific risks from:
  - 1.1 hazardous substances?
  - 1.2 dangerous tools?
  - 1.3 dangerous machinery?
  - 1.4 methods of work?
  - 1.5 other factors?
2. Are there employees who are:
  - 2.1 young or inexperienced?
  - 2.2 disabled?
  - 2.3 pregnant?
3. Do employees work:
  - 3.1 at night?
  - 3.2 shift work?
  - 3.3 out of normal hours?
  - 3.4 on their own?
  - 3.5 on another employer's premises?
4. Is there an emergency medical service nearby?
5. Do members of the public come onto the premises?

6. Has a first-aider been appointed?
7. If so, has he been trained to an appropriate standard?
8. Has someone been appointed to take charge in the first-aider's absence?
9. If so, is he aware of his duties?
10. Has the first-aid box been inspected and refilled as necessary?
11. Have employees been informed of:
  - 11.1 the location of first-aid boxes?
  - 11.2 the identity of the first-aider?
  - 11.3 the location of the first-aider?
12. What is the category of the department:
  - 12.1 low risk?
  - 12.2 medium risk?
  - 12.3 high risk?
13. Are there any special factors to consider (eg previous history of accidents, absence of first-aider, lone workers, remoteness of site, difficulty in contacting emergency services, distribution of the workforce, etc)?

## **First-aid action plan: special factors to be considered**

- 1 Young, inexperienced, disabled or pregnant workers.
- 2 Employees who work alone, or in remote places, or on premises belonging to others.
- 3 Inaccessibility of emergency medical services.
- 4 Difficulty in communication (including employees who travel, or who are without means of contacting relevant personnel).
- 5 Problems with workplace (eg multi-floor buildings, distance from working sites, etc).
- 6 Hours of work (eg availability of first-aiders for night shift workers, unsocial hours, etc).
- 7 Accessibility of first-aid boxes, treatment rooms, occupational health services, etc.
- 8 Persons who have language or cultural problems.
- 9 Previous experience of problems, difficulties, failures, etc.

## **Contents of first-aid box**

- 1 Leaflet on first-aid.
- 2 20 individually wrapped sterile adhesive dressings (assorted sizes).
- 3 Two sterile eye pads.
- 4 Four individually wrapped triangular bandages.
- 5 Six safety pins.
- 6 Six medium-sized individually wrapped sterile unmedicated wound dressings.
- 7 Two large sterile individually wrapped unmedicated wound dressings.
- 8 One pair of disposable gloves.

The first-aid box should contain such items as are necessary to provide first-aid, having regard to the factors revealed by the risk assessment. There is no standard list of contents, but, as a minimum, the Health and Safety Executive suggests that the items above should be provided: see the leaflet *First aid at work—your questions answered* (1997) available from HSE Books (see [www.hsebooks.com](http://www.hsebooks.com)).

**Record of accidents or dangerous occurrences**

*(name of employer)*

**RECORD OF ACCIDENTS OR DANGEROUS OCCURRENCES**

Date and time of accident or dangerous occurrence

Nature of injury or condition

Location of incident

Brief description of the circumstances

Date and method incident reported to insurance policy provider and if required HSE

Signed..... dated.....