



HANDBOOK ISSUE & UPDATES

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INTRODUCTION

Welcome to Aspire Community Works the social business that aims to make a difference to the lives of local residents.

We would like to wish you every success during your employment whether you have recently joined us or if you are an existing employee. We want your experience of working here to be positive and rewarding and for you to contribute to the success of this organisation as much as is possible.

Our Employee Handbook is designed to introduce you to our organisation and to be of continuing use during your employment. We need you to understand the contents of this Employee Handbook as, in addition to setting out our standards, it also contains information on some of the main employee benefits that may be available to you and the policies and procedures relating to your employment. If you need help in understanding it or need any further clarification please ask your supervisor or an office member to explain.

Aspire is committed to diversity and equality of opportunity and to treating everybody with respect including residents, other contractors, suppliers, contract workers, members of the public and fellow employees. Equally we want to bring benefits to the local communities that we serve and reduce our environmental impact. We expect your support in this. We have a policy of zero tolerance in relation to unlawful discrimination, harassment or victimisation which will result in disciplinary action.

We are proud of being a social enterprise that exists for the benefit of residents and for our employees. Our aspiration is to be the number one business of choice for councils, housing associations and other providers. To succeed in this we must be excellent in the services that we provide. We want you to contribute to our aspiration by doing the best you possibly can in carrying out your responsibilities and working within a team. We positively welcome your suggestions to improve the way we deliver services and to maximise the benefits from you work.

General amendments to the Employment Handbook will be issued from time to time.



STANDARDS

A) EXCELLENCE

1. We aim to achieve excellent standards in the work that we do and the services that we provide for clients.
2. At all times during your hours of employment including while on site and driving vans, please remember that you are at your client's place of work and act and dress appropriately.
3. It is important that we have clear client communications and that these are addressed through the line managers and client relations officers in the office. If you are asked to do things beyond your duties please explain politely that this must be referred to the supervisor and contact them as soon as possible.
4. Providing an excellent customer service that is problem solving is critical to our success. If a problem arises in the field of work, we need to develop a solution quickly and it is critical that you contact your supervisor as soon as possible if it is outside your area of responsibility.
5. We believe that we learn from mistakes. Once made, they should not be repeated. We operate a no blame culture and openly admit to mistakes so that we can take action to ensure that we do not repeat them as an organisation.

B) STANDARDS OF DRESS AND BEHAVIOUR

As you are liable to come into contact with our partners and members of the public, it is important that you present a presentable image with regard to appearance and standards of dress and that standards of behaviour are consistent with a professional, customer servicing organisation. Please remember, you should wear clothes appropriate to your job responsibilities and they should be kept clean and tidy at all times. Where outside work is carried out it will not be possible to be clean and tidy, but when you enter a client's office please ensure that you wear clean outer garments and where necessary overshoes to prevent dirt from coming into the office. In general, operatives should not be entering housing offices unless there are particular appointments.

C) WASTAGE

1. We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of our organisation.
2. If there is any damage to stock or property that is the result of carelessness, negligence or deliberate vandalism may render you liable to pay the full or part of the cost of repair or replacement; and any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work could render you liable to reimburse to us the full or part of the cost of the loss.
3. In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

A learning organisation

A) INTRODUCTION

We aim to enhance people's skills wherever we can through training on the job and additional in-house and other forms of training. We aim above all to be a learning organisation. We know that the company has a key role to help you to improve your ability to carry out your duties through the provision of adequate development and training. However, on occasions your performance may deteriorate. This can be for a number of reasons, the most common ones being that either the job changes over a period of time and you fail to keep pace with the changes, or you change (most commonly because of health reasons) and you can no longer cope with the work.

B) JOB CHANGES/GENERAL CAPABILITY ISSUES

1. If the nature of your job changes or if we have general concerns about your ability to perform your job we will try to ensure that you receive adequate training and supervision and understand the level of performance expected of you and that you receive adequate training and supervision. Any concerns regarding your ability to do your job will normally first be discussed in an informal manner and you will be given an action plan and time to improve.
2. If your standard of performance is still not adequate you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal. We will also consider the possibility of a transfer to more suitable work if this is possible.
3. If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work, or if your level of performance has a serious or substantial effect on our organisation or reputation, you could be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.
4. If such improvement is not forthcoming after a reasonable period of time, you could be dismissed with the appropriate notice.
5. You have the right to appeal against job changes of the nature described above by using the procedures outlined in the disciplinary section of this handbook.

C) PERSONAL CIRCUMSTANCES/HEALTH ISSUES

1. Personal circumstances may arise which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice. Under normal circumstances this can be most easily obtained by asking your own doctor for a medical report. Your permission is needed before we can obtain such a report and we would like you to co-operate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your current role and whether adaptations can be made or, where circumstances permit, whether it may be possible for you to carry out an alternative role.
2. There may also be personal circumstances which prevent you from attending work, either for a prolonged period(s) or for frequent short absences. Under these circumstances we will need to know when we can expect your attendance record to reach an acceptable level. This may again mean asking your own doctor for a medical report or by making whatever investigations are appropriate in the circumstances. When we have obtained as much information as possible regarding your condition, and after consultation with you, a decision will be made about your current role and



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whether adaptations can be made or, where circumstances permit, whether it may be possible for you to carry out an alternative role



EQUALITIES AND DIVERSITY

A) STATEMENT OF POLICY

1. We positively support diversity and promote equality of opportunity as being vital to a cohesive community.
2. The aim of the policy is to ensure that our organisation promotes equality and diversity and is free from institutional discrimination and that no job applicant, employee or worker or person with whom our organisation has a relationship is discriminated unfairly by our organisation either directly or indirectly on the grounds of race, colour, ethnic or national origin, religion, belief, sex, marital status, sexual orientation, gender reassignment, age, disability, social background or academic achievement.
3. We will ensure that the policy is circulated to organisations that we have a relationship with and the policy is made available for all employees and made known to all applicants for employment.
4. The policy will be implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice..

B) RECRUITMENT AND SELECTION

1. The recruitment and selection process is crucially important to any equalities policy. We will endeavour through appropriate training to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.
2. Promotion and advancement will be made on merit and the ability to fulfil the responsibilities of the role and all decisions relating to this will be made within the overall framework and principles of this policy.
3. Job descriptions will be revised to ensure that they are in line with our equalities policy. Job requirements will be reflected accurately in any personnel specifications.
4. We will adopt a consistent, non-discriminatory approach to promoting vacancies while recognising that we have a particular interest in promoting the interests of disadvantaged people within the local communities of the contracts on which we work.
5. We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group unless we are looking to take positive action to address the particular disadvantages of particular groups.
6. All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job and the disadvantages that they face in the labour market.
7. All employees involved in the recruitment process will periodically review their selection criteria to ensure that they are related to positive action and job requirements and do not unlawfully discriminate.
8. Short listing and interviewing will be carried out by more than one person where possible.
9. Interview questions will be related to the requirements of the job and the disadvantages faced by individuals in the labour market and will not be of an unfair, discriminatory nature.
10. We will not disqualify any applicant because they are unable to complete an application form



unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the job.

11. Selection decisions will not be influenced by any perceived prejudices of other staff.

C) TRAINING AND PROMOTION

1. Senior staff will receive training in the application of this policy to ensure that they are aware of its contents and provisions.
2. All promotion will be in line with this policy.

D) MONITORING

1. We will maintain and review the employment records of all employees in order to monitor the progress of this policy.
2. Monitoring may involve:-
 - a. the collection and classification of information regarding the race in terms of ethnic/national origin and sex of all applicants and current employees;
 - b. the examination by ethnic/national origin and sex of the distribution of employees and the success rate of the applicants; and
 - c. recording recruitment, training and promotional records of all employees, the decisions reached and the reason for those decisions.
3. The results of any monitoring procedure will be reviewed at regular intervals to assess the effectiveness of the implementation of this policy. Consideration will be given, if necessary, to adjusting this policy to afford greater equality of opportunities to all applicants and staff.

HEALTH, SAFETY, WELFARE AND HYGIENE

A) SAFETY

1. Health and safety is vital to our operations. As an organisation we are responsible for ensuring that there are safe methods of work but you are also responsible for taking action to ensure the safety of yourself and others. You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately in our health and safety handbook.
2. You must not take any action that could threaten the health or safety of yourself, other employees, customers or members of the public.
3. Protective clothing and other equipment which may be issued for your protection because of the nature of your job must be worn and used at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear/equipment is your responsibility.
4. You should report all incidents, accidents and injuries at work, no matter how minor as soon as possible to your supervisor or to the office. You should never leave for the day without reporting these.
5. You should be aware of the fire and evacuation procedures and the action you should take in the event of such an emergency.
6. We will provide regular training and discussion about health and safety issues both in the field and in in-house and other training sessions.

B) ALCOHOL & DRUGS POLICY

1. Under legislation we, as your employer, have a duty to ensure so far as is reasonably practicable, the health and safety and welfare at work of all our employees and similarly you have a responsibility to yourself and your colleagues. The use of alcohol and drugs may impair the safe and efficient running of the business and/or the health and safety of our employees.
2. If your performance or attendance at work is affected as a result of alcohol or drugs, or we believe you have been involved in any drug related action/offence, you may be subject to disciplinary action and, dependent on the circumstances, this may lead to your dismissal.

C) HYGIENE

1. Any exposed cut or burn must be covered with a first-aid dressing.
2. If you are suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.
3. Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.



PAY

A) ADMINISTRATION

1. Payment

- a. For all staff employed after January 1st 2014 the pay month is the calendar month. Basic salaries are paid at the end of the calendar month.
- b. You have access to an online service for receiving payslips. You will receive training on how to access these and for the first two months will receive printed payslips showing how the total amount of your pay has been calculated. It will also show the deductions that have been made and the reasons for them, e.g. Income Tax, National Insurance and so on.
- c. Any pay queries that you may have should be raised with your line manager, Kevin Wynne.

B) LATENESS/ABSENTEEISM

1. You must attend for work punctually at the specified times and you are required to comply with any time recording procedures relating to your work. If you arrive late for work without having previously notified us, other arrangements may have been made to cover your duties and we may send you home without pay.
2. All absences must be notified in accordance with the sickness reporting procedures laid down in this Employee Handbook.
3. If you are hourly paid and you "clock in" more than four minutes late (e.g. at 8.05 am) you could lose 15 minutes pay. If you "clock in" more than 19 minutes late (e.g. at 8.20 am) you will could 30 minutes pay and so on.
4. Persistent lateness or absence could result in disciplinary action and/or loss of appropriate payment.

C) TEMPORARY SHORTAGE OF WORK

If there is a temporary shortage of work for any reason, we will try to maintain your continuity of employment even if this necessitates placing you on short time working, or alternatively, lay off. If you are placed on short time working, your pay will be reduced according to time actually worked. If you are placed on lay off, you will receive statutory guarantee pay.

D) STAKEHOLDER PENSIONS

If you wish to join a stakeholder pension, we will make the necessary arrangements. Please contact your line manager for further details.

WORKING HOURS AND TOIL

A) HOURS OF WORK

1. The number of hours you are required to work each week is shown in your Statement of Main Terms of Employment.
2. Travel time to and from your usual place of work from your usual place of residence does not count towards the number of hours you are required to work each week.
3. If your role requires you to travel away from your usual place of work (for example, for a meeting in another part of the country):
 - a. travel time to and from the meeting, and/or to and from a place to stay overnight (if required) can be counted towards the number of hours you are required to work each week, but only once your usual travel time to and from work has been deducted;
 - b. Overnight stays do not count towards the number of hours you are required to, other than for travel time as indicated in i. above.

B) TIME OFF IN LIEU (TOIL)

1. Aspire Community Works will not generally pay overtime for time worked in excess of the number of hours you are required to work each week.
2. It is recognised that in some situations it may be necessary for you to work over the required hours in any given week. In these situations, you can claim Time Off In Lieu (TOIL) for additional hours worked over your required hours. If you feel you are entitled to TOIL, you should discuss this with your Line Manager who will, at their discretion, grant you TOIL.
3. You must agree in advance with your Line Manager when you intend to take TOIL.
4. You must take any TOIL within two months of it being accrued, and you cannot accrue more than one working week of TOIL at any one time.

C) Overtime

1. In certain months of the year overtime may be offered particularly in the summer months. You will be paid the London Living Wage for any overtime worked.

HOLIDAY ENTITLEMENT AND CONDITIONS

A) ANNUAL HOLIDAYS

1. Your annual holiday entitlement is shown in your individual Statement of Main Terms of Employment.
2. It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. No payment in lieu will be made in respect of untaken holidays other than in the event of termination of your employment.
3. You must use the holiday request form contained within the Moorepay system.
4. Holiday dates will normally be allocated on a "first come - first served" basis whilst ensuring that operational efficiency and appropriate staffing levels are maintained throughout the year.
5. You should give as much notice of your intention to take holidays. During the high season from May to October you will be required to give two months notice of your intention to take leave.
6. Your holiday pay will be at your normal basic pay
7. You are required to reserve sufficient days from your annual entitlement to cover the Christmas/New Year shut-down period. If you have not accrued sufficient holiday entitlement to cover this period you will be given unpaid leave of absence.

B) PUBLIC/BANK HOLIDAYS

Your entitlement to public/bank holidays is shown in your individual Statement of Main Terms of Employment.



SICKNESS/INJURY PAYMENTS AND CONDITIONS

A) NOTIFICATION OF INCAPACITY FOR WORK

1. You must notify us by telephone on the first day of incapacity at the earliest possible opportunity and by no later than by your expected start time. Other than in exceptional circumstances notification should be made personally, to your line manager. You should try to give some indication of your expected return date and notify us as soon as possible if this date changes.
2. If your incapacity extends to more than seven days you are required to notify us of your continued incapacity once a week thereafter, unless otherwise agreed.

B) EVIDENCE OF INCAPACITY

1. Doctors' certificates are not issued for short-term incapacity. In these cases of incapacity (up to and including seven calendar days) you must sign a self-certification absence form on your return to work.
2. If your sickness has been (or you know that it will be) for longer than seven days (whether or not they are working days) you should see your doctor and make sure he/she gives you a medical certificate and forward this to us without delay. Subsequently you must supply us with consecutive doctors' medical certificates to cover the whole of your absence.

C) PAYMENTS

1. You are entitled to up to eight weeks contractual sick pay and statutory sick pay (SSP) if you are absent for four or more consecutive days because of sickness or injury provided you meet the statutory qualifying conditions. SSP is treated as pay and is subject to normal deductions.
2. Qualifying days are the only days for which you are entitled to SSP. These days are normally your working days unless otherwise notified to you. The first three qualifying days of absence are waiting days for which SSP is not payable. Where a second or subsequent period of incapacity (of four days or more) occurs within 56 days of a previous period of incapacity, waiting days are not served again.
3. Where the circumstances of your incapacity are such that you receive or are awarded any sum by way of compensation or damages in respect of the incapacity from a third party, then any payments which we may have made to you because of the absence (including SSP) shall be repaid by you to us up to an amount not exceeding the amount of the compensation or damages paid by the third party and up to, but not exceeding, any amount paid by us.

D) RETURN TO WORK

1. You should notify your line manager as soon as you know on which day you will be returning to work, if this differs from a date of return previously notified.
2. If you have been suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.
3. On return to work after any period of sickness/injury absence (including absence covered by a medical certificate), you are also required to complete a self-certification absence form and hand this to the Director.
4. Upon returning to work after any period of sickness/injury absence, you may be required to attend a "return to work" interview to discuss the state of your health and fitness for work. Information arising



from such an interview will be treated with strictest confidence.

E) GENERAL

1. If we consider it necessary, we may ask your permission to contact your doctor and/or for you to be independently medically examined.



SICKNESS SELF-CERTIFICATION ABSENCE

Form SCA

This form should be completed on your return to work following any period of sickness.

If you are returning to work after a period of sickness of more than 7 calendar days a medical certificate or certificates should already have been provided to cover the period of absence in excess of these first seven days.

NAME:			
Dates of sickness (Including non-working days)			
FROM		TO	
_____	am/pm	_____	am/pm
_____	day	_____	day
_____	date	_____	date
Dates of absence			
FROM		TO	
_____	am/pm	_____	am/pm
_____	day	_____	day
_____	date	_____	date
Details of sickness or injury			
<p>Did you consult a Doctor? YES/NO. If YES please give details of: Doctor's name, address, date of visit, treatment received and any current treatment. If NO please state why not.</p>			
Declaration			
<p>I certify that I was incapable of work because of my sickness/injury on the dates shown above and that this information is true and accurate.</p> <p>I acknowledge that false information will result in disciplinary action.</p> <p>I hereby give my employer permission to verify the above information.</p>			
Signed _____ (employee)	Acknowledged _____ (for employer)		
Date _____			



GRIEVANCE PROCEDURE

1. It is important that if you feel dissatisfied with any matter relating to your employment you should have an effective means by which such a grievance can be aired and, where appropriate, resolved.
2. Nothing in this procedure is intended to prevent you from informally raising any matter you may wish to mention. Informal discussion can frequently solve problems without the need for a written record. However, if you wish to raise a formal grievance you should normally do so in writing from the outset.
3. You have the right to be accompanied at any stage of the procedure by a fellow employee who may act as a witness or speak on your behalf to explain the situation more clearly.
4. If you feel aggrieved at any matter relating to your work (except personal harassment, for which there is a separate procedure following this section), you should first raise the matter with the person specified in your Statement of Main Terms of Employment, explaining fully the nature and extent of your grievance. You will then be invited to a meeting at a reasonable time and location at which your grievance will be investigated fully. You must take all reasonable steps to attend this meeting. You will be notified of the decision, in writing, normally within ten working days of the meeting, including your right of appeal.
5. If you wish to appeal you must inform a Trustee within five working days. You will then be invited to a further meeting, which you must take all reasonable steps to attend.
6. Following the appeal meeting you will be informed of the final decision, normally within ten working days, which will be confirmed in writing.

PERSONAL HARASSMENT POLICY AND PROCEDURE

A) INTRODUCTION

1. Harassment or victimisation on the grounds of race, colour, nationality, ethnic or national origin, sex, marital status, gender reassignment, sexual orientation, religion, belief, disability or age is unacceptable.
2. Personal harassment takes many forms ranging from tasteless jokes and abusive remarks to pestering for sexual favours, threatening behaviour and actual physical abuse. Whatever form it takes, personal harassment is always taken seriously and is totally unacceptable.
3. We recognise that personal harassment can exist in the workplace, as well as outside, and that this can seriously affect employees' working lives by interfering with their job performance or by creating a stressful, intimidating and unpleasant working environment.

B) POLICY

1. We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all our employees.
2. We have published these procedures to inform employees of the type of behaviour that is unacceptable and provide employees who are the victims of personal harassment with a means of redress.
3. We recognise that we have a duty to implement this policy and all employees are expected to comply with it.

C) EXAMPLES OF PERSONAL HARASSMENT

Personal harassment takes many forms and employees may not always realise that their behaviour constitutes harassment. Personal harassment is unwanted behaviour by one employee towards another and examples of harassment include:

- a. insensitive jokes and pranks;
- b. lewd or abusive comments about appearance;
- c. deliberate exclusion from conversations;
- d. displaying abusive or offensive writing or material;
- e. unwelcome touching; and
- f. abusive, threatening or insulting words or behaviour.

These examples are not exhaustive and disciplinary action at the appropriate level will be taken against employees committing any form of personal harassment.

D) COMPLAINING ABOUT PERSONAL HARASSMENT

1. Informal complaint

We recognise that complaints of personal harassment, and particularly of sexual harassment, can sometimes be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal grievance procedure. In these circumstances you are encouraged to raise such issues with a senior colleague of your choice (whether or not that person has a direct supervisory responsibility for you) as a confidential helper. This person cannot be the Director, who will be responsible for investigating the matter if it becomes a formal complaint.

If you are the victim of minor harassment you should make it clear to the harasser on an informal basis that their behaviour is unwelcome and ask the harasser to stop. If you feel unable to do this verbally then you should hand a written request to the harasser, and your confidential helper can assist you in this.

2. Formal complaint

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

- a. the name of the alleged harasser;
- b. the nature of the alleged harassment;
- c. the dates and times when the alleged harassment occurred;
- d. the names of any witnesses; and
- e. any action already taken by you to stop the alleged harassment.

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

The person dealing with the complaint will invite you to attend a meeting, at a reasonable time and location, to discuss the matter and carry out a thorough investigation. You have the right to be accompanied at such a meeting by your confidential helper or another work colleague of your choice and you must take all reasonable steps to attend. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter.

On conclusion of the investigation which will normally be within ten working days of the meeting with you, a draft report of the findings and of the investigator's proposed decision will be sent, in writing, to you and to the alleged harasser.

If you or the alleged harasser are dissatisfied with the draft report or with the proposed decision this should be raised with the investigator within five working days of receiving the draft. Any points of concern will be considered by the investigator before a final report is sent, in writing, to you and to the alleged harasser. You have the right to appeal against the findings of the investigator in accordance with the appeal provisions of the grievance procedure.



E) GENERAL NOTES

1. If the report concludes that the allegation is well founded, the harasser will be liable to disciplinary action in accordance with our disciplinary and disciplinary dismissal procedure. An employee who receives a formal warning or who is dismissed for harassment may appeal by using our capability/disciplinary appeal procedure.
2. If you bring a complaint of harassment you will not be victimised for having brought the complaint. However if the report concludes that the complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.

WHISTLE-BLOWERS

1. If you believe that the Foundation is involved in any form of wrongdoing such as:
 - a. committing a criminal offence;
 - b. failing to comply with a legal obligation;
 - c. endangering the health and safety of an individual;
 - e. environmental damage; or
 - f. concealing any information relating to the above

you should in the first instance report your concerns to the Director who will treat the matter with complete confidence. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the appropriate organisation or body, e.g. the Police, the Environment Agency, Health and Safety Executive or Social Services Department.

2. If you do not report your concerns to the Director you may take them direct to the appropriate organisation or body.
3. The Public Interest Disclosure Act 1998 prevents you from suffering a detriment or having your contract terminated for 'whistle-blowing' and we take very seriously any concerns which you may raise under this legislation.
4. We encourage you to use the procedure if you are concerned about any wrong doing at work. However, if the procedure has not been invoked in good faith (e.g. for malicious reasons or in pursuit of a personal grudge), then it will make you liable to immediate termination of engagement or such lesser disciplinary sanction as may be appropriate in the circumstances.

DISCIPLINE

A) INTRODUCTION

1. It is necessary to have rules in the interests of the whole organisation. As an individual within an organisation respect for the rules is part of respecting your other colleagues.
2. The rules set standards of performance and behaviour whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is our aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals, where they are failing to meet the required standards, and not be seen merely as a means of punishment. We reserve the right to amend these rules and procedures where appropriate.
3. Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case and appeal against any decision that you consider to be unjust.
4. The following rules and procedures should ensure that:-
 - a. the correct procedure is used when requiring you to attend a disciplinary hearing;
 - b. you are fully aware of the standards of performance, action and behaviour required of you;
 - c. disciplinary action, where necessary, is taken speedily and in a fair, uniform and consistent manner;
 - d. you will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case. On some occasions temporary suspension on contractual pay may be necessary in order that an uninterrupted investigation can take place. This must not be regarded as disciplinary action or a penalty of any kind;
 - e. other than for an "off the record" informal reprimand, you have the right to be accompanied by a fellow employee at all stages of the formal disciplinary process;
 - f. you will not normally be dismissed for a first breach of discipline, except in the case of gross misconduct; and
 - g. if you are disciplined, you will receive an explanation of the penalty imposed and you will have the right to appeal against the finding and the penalty.

B) DISCIPLINARY RULES

It is not practicable to specify all disciplinary rules or offences that may result in disciplinary action, as they may vary depending on the nature of the work. In addition to the specific examples of unsatisfactory conduct, misconduct and gross misconduct shown in this handbook, a breach of other specific conditions, procedures, rules etc. that are contained within this handbook or that have otherwise been made known to you, will also result in this procedure being used to deal with such matters.

C) RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT

(These are examples only and not an exhaustive list.)

You will be liable to disciplinary action if you are found to have acted in any of the following ways:-



- a. failure to abide by the general health and safety rules and procedures;
- b. smoking in designated non smoking areas;
- c. consumption of alcohol on the premises or at anytime during working hours;
- d. persistent absenteeism and/or lateness;
- e. unsatisfactory standards or output of work;
- f. rudeness towards customers, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language;
- g. failure to devote the whole of your time, attention and abilities to our business and its affairs during your normal working hours;
- h. unauthorised use of E-mail and Internet;
- i. failure to carry out all reasonable instructions or follow our rules and procedures;
- j. unauthorised use or negligent damage or loss of our property; and
- k. failure to report immediately any damage to property or premises caused by you.

D) SERIOUS MISCONDUCT

1. Where one of the unsatisfactory conduct or misconduct rules has been broken and if, upon investigation, it is shown to be due to your extreme carelessness or has a serious or substantial effect upon our operation or reputation, you may be issued with a final written warning in the first instance.
2. You may receive a final written warning as the first course of action, if, in an alleged gross misconduct disciplinary matter, upon investigation, there is shown to be some level of mitigation resulting in it being treated as an offence just short of dismissal.

E) RULES COVERING GROSS MISCONDUCT

Any behaviour or negligence resulting in a fundamental breach of contractual terms that irrevocably destroys the trust and confidence necessary to continue the employment relationship will constitute gross misconduct. Examples of offences that will normally be deemed as gross misconduct include serious instances of:-

- a. theft or fraud;
- b. physical violence or bullying;
- c. deliberate damage to property;
- d. deliberate acts of unlawful discrimination or harassment;
- e. possession, or being under the influence, of illegal drugs at work; and
- f. breach of health and safety rules that endangers the lives of, or may cause serious injury to, employees or any other person.

(The above examples are illustrative and do not form an exhaustive list.)

F) DISCIPLINARY PROCEDURE

1. Disciplinary action taken against you will be based on the following procedure:-

OFFENCE	FIRST OCCASION	SECOND OCCASION	THIRD OCCASION	FOURTH OCCASION
UNSATISFACTORY CONDUCT	Formal verbal warning	Written warning	Final written warning	Dismissal
MISCONDUCT	Written warning	Final written warning	Dismissal	
SERIOUS MISCONDUCT	Final written warning	Dismissal		
GROSS MISCONDUCT	Dismissal			

2. If a disciplinary penalty is imposed it will be in line with the procedure outlined above, which may encompass a formal verbal warning, written warning, final written warning, or dismissal, and full details will be given to you.

4. In all cases warnings will be issued for misconduct, irrespective of the precise matters concerned, and any further breach of the rules in relation to similar or entirely independent matters of misconduct will be treated as further disciplinary matters and allow the continuation of the disciplinary process through to dismissal if the warnings are not heeded.

G) DISCIPLINARY AUTHORITY

The operation of the disciplinary procedure contained, in the previous section, is based on the following authority for the various levels of disciplinary action. However, the list does not prevent a higher level of seniority progressing any action at whatever stage of the disciplinary process.

PERSON AUTHORISED TO TAKE DISCIPLINARY ACTION IN THE CASE OF:

MANAGEMENT

Formal verbal warning	Director / Supervisor
Written warning	Director / Supervisor
Final written warning	Director
Dismissal	Director

H) PERIOD OF WARNINGS

1. Formal verbal warning

A formal verbal warning will normally be disregarded for disciplinary purposes after a three-month period.

2. Written warning

A written warning will normally be disregarded for disciplinary purposes after a six-month period.

3. Final written warning

A final written warning will normally be disregarded for disciplinary purposes after a 12- period.

I) GENERAL NOTES

1. Gross misconduct offences will result in dismissal without notice.
2. You have the right to appeal against any disciplinary action.



DISCIPLINARY APPEAL PROCEDURE

1. You have the right to lodge an appeal in respect of any capability/disciplinary action taken against you.
2. If you wish to exercise this right you should apply either verbally or in writing to the person indicated in your individual Statement of Main Terms of Employment.
3. It may be necessary, because of the size of our organisation, for the appeal to be heard by the person who took the original action and it is therefore important that your appeal gives details of why the penalty imposed is either too severe, inappropriate or unfair in the circumstances.
4. If you are appealing on the grounds that you have not committed the offence, it may be necessary for the person conducting the appeal to have a complete re-hearing so that there can be a reappraisal of all matters before a decision is made to grant or refuse the appeal.
5. You may be accompanied at the appeal hearing by a fellow employee or trade union of your choice and the result of the appeal will be made known to you in writing, normally within five working days after the hearing. This is the final stage of the appeal process.



MISCELLANEOUS

A) CHANGES IN PERSONAL DETAILS

You must notify us of any change of name, address, telephone number or personal detail, so that we can maintain accurate information on our records and make contact with you in an emergency, if necessary, outside normal working hours.

B) TIME OFF

Circumstances may arise where you need time off for medical/dental appointments, or for other reasons. Where possible, such appointments should be made outside normal working hours. If this is not possible, time off required for these purposes may be granted at the discretion of the Director and which will be with pay provided you make up for the time lost.

D) MATERNITY/PATERNITY LEAVE AND PAY

You may be entitled to maternity/paternity leave and pay in accordance with the current statutory provisions. If you (or your partner) become pregnant you should notify the Director at an early stage so that your entitlements and obligations can be explained to you.

E) PARENTAL LEAVE

If you are entitled to take parental leave in respect of the current statutory provisions, you should discuss your needs with the Director who will identify your entitlements and look at the proposed leave periods dependent upon your child's/children's particular circumstances and the operational aspects of the business.

F) TIME OFF FOR DEPENDANTS

You may be entitled to take a reasonable amount of unpaid time off during working hours to take action that is necessary to provide help to your dependants. Should this be necessary you should discuss your situation with the Director who, if appropriate, will agree the necessary time off.

G) BEREAVEMENT LEAVE

Reactions to bereavement may vary greatly according to individual circumstances and the setting of fixed rules for time off is therefore inappropriate. You should discuss your circumstances with the Director and agree appropriate time off, which will normally be with pay.

H) PARKING

No liability is accepted for damage to private vehicles, however it may be caused.

I) MAIL

All mail received by us will be opened, including that addressed to employees. Private mail, therefore, should not be sent care of our address.

J) FRIENDS AND RELATIVES CONTACT / TELEPHONE CALLS / MOBILE PHONES

Private telephone calls should not interfere with your ability to work and or perform your duties.



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grounds
maintenance



rubbish
removal



community
investment



cleaning
services



Where provided business mobile phones are provided for business use.



TERMINATION OF EMPLOYMENT

A) TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE

If you terminate your employment without giving or working the required period of notice, as indicated in your individual statement of main terms of employment, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you.

B) RETURN OF OUR PROPERTY

On the termination of your employment you must return all our property which is in your possession or for which you have responsibility. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you. This is an express written term of your contract of employment.