

Reaching People



*Commitment to
Lasting Change*

Employee Handbook

Approved by Reaching People Board of Trustees

Signed  Dated: October 2020

Review date: October 2023



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INTRODUCTION

HISTORY

Reaching People is the trading name of Leicestershire Voluntary Sector Resource Agency (LVSRA). [LVSRA](#) is a consortium charity, incorporated in 1998 to improve the lives of disadvantaged people in the City of Leicester, Leicestershire and Rutland [and has been](#) a registered charity (1072595) since 1998.

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LOCATION & ONLINE

Floor 3

15 Wellington Street

Leicester LE1 6HH

AIMS

Reaching People aims to support the voluntary sector to deliver improved and wider reaching projects and services to support those who are most disadvantaged and/or have health problems in Leicester and Leicestershire. We believe that we can be stronger together, harnessing the unique skills, expertise, diversity and commitment of our members and associate members.

ABOUT THIS HANDBOOK

The contents of this handbook are non-contractual and Reaching People reserves the right from time to time and upon written notice of change to amend the contents herein. The contents of this handbook should be read in conjunction with the individual's Statement of Terms of Employment. All policies will be reviewed on a regular basis and updated as required incorporating feedback from practice as well as any new legislation and Board decisions. Law is correct as of [August 2020](#) and will be updated annually or earlier if necessary to comply with changes in the law.

HOURS OF WORK

CONTRACTUAL HOURS

Your normal days and hours of work are set out in your statement of terms and conditions of employment and offer letter.

You are expected to be at your place of work at the start of the working hours set out and any habitual lateness may result in disciplinary action being taken.

If you expect to be late on any occasion you should inform your line manager to explain the circumstances of the delay and advise your anticipated time of arrival. You are expected to make every possible attempt to attend work when you experience difficulties and disruptions to your normal means of transport, e.g. due to strike action, the failure of public or private transport or adverse weather conditions. If you are aware of or experience any difficulties you should notify your line manager as soon as possible and explain the reasons for this and if you are late, you will normally be expected to make up the time on that or a subsequent day. Absences due to severe travelling difficulties may be authorised as special paid or unpaid leave, or taken as annual leave, providing your manager is satisfied that you have made all reasonable attempts to get to work.

If you are working out of the office during normal business hours or working at home please make sure your manager is aware of your location and any travel arrangements, destination if applicable and contact details.

In addition, flexibility is important to us in meeting the needs of our organisation. For this reason, you may be required to vary your hours of work and to work additional hours, should the need arise.

OVERTIME

There is no obligation for an employee to work overtime. If an employee voluntarily works additional hours, there is no general entitlement to be paid for the additional hours. Time off in lieu may be given with the approval of the CEO or a Trustee.

BREAKS

The **Working Time Regulations 1998** state that an adult employee is entitled to a 20 minute break when their working day is more than six hours and young workers (under 18) are entitled to 30 minutes. This break must be taken at some point in the middle of the day and should not be taken at the beginning or end of the day. It must also be taken in one block.

WORKING TIME

The maximum weekly working time is 48 hours with young workers being restricted to 40 hours. This is an average that is calculated over a 17-week period. Individual working time is identified in contracts.

HOLIDAY

Under the **Working Time Regulations 1998** all full-time employees are entitled to a minimum annual leave entitlement which for full time paid annual leave is currently a generous 25 days holiday per holiday year agreed by the RP Board, plus statutory bank and public holidays.

[Likewise employees who leave or join the organisation part way through a holiday year will receive a pro rata holiday allowance based on the number of complete months worked..](#) An employee begins to accrue holiday entitlement from their first day at work which is calculated on a pro rata basis. The holiday year runs from 1st April to 31st March. If an employee undertakes irregular work, or is employed on a casual, sessional, or term time basis, then their holiday entitlement will be calculated on the average number of contracted hours.

RP, as the employer can control when employees take their holiday and restrict holiday time off in business circumstances, such as during especially busy periods or require employees to take time off during particularly quiet periods such as January. There is no legal right to carry over holiday to the next working year except when an employee has been on long term sick leave or on maternity ,shared parental leave or adoption leave (see below) and has been unable to take holidays in the current holiday year. Please note that, in line with the Working Time Regulations 1998, there is no right to take over the minimum annual leave entitlement of 20 days (exclusive of bank holidays). This must be taken in the holiday year.

However, special rules apply if you are absent on long-term sick or on maternity/paternity/adoption leave [or shared parental leave](#) and you have not taken the minimum statutory entitlement (including bank holidays) by the end of the holiday year. In these circumstances the balance of the statutory entitlement which you have not taken may be carried forward even if this means carrying it forward into the next holiday year.

When an employee leaves their position with RP, the employee's holiday entitlement will be calculated pro rata according to the number of months worked in the holiday year minus any holiday already taken. If the employee resigns and they have holiday days outstanding that they have not yet taken they may, at the discretion of RP, take them during their notice period or RP will pay salary for the outstanding days of holiday in the last salary payment. If an employee leaves and has taken too many holiday days, then RP will make deductions from final pay, to cover the cost of the [excess holiday time](#). See your statement of terms and conditions of employment for further details.

SICKNESS

An employee has a legal right to time off for sickness and is entitled to statutory sick pay once they have been absent for at least three consecutive days (excluding weekends and bank holidays). For the purpose of calculating SSP, RP normal working days are Monday to Friday. If you are sick you must inform your manager as soon as possible. This will normally be on the first day of absence. Anyone not notifying their manager of sickness absence on the first day will risk non-payment for days of un-notified absence.

RP will pay the employee statutory sick pay in their wage/ salary at the rate prevailing at the time provided that the employee earns a minimum of the Lower Earnings Limit. Statutory sick pay is available for a maximum of 28 weeks. An employee may also receive company sick pay [at the discretion of the organisation](#); see your statement of terms and conditions of employment for further details.

FLEXIBLE WORKING

The Employment Act 2002 grants employees the right to request to work flexibly. Until 30th June 2014, the right to request flexible working arrangements was restricted to parents of children aged 16 or under (under 18 if the child is disabled) and employees with caring responsibilities, who have at least 26 weeks' continuous service at the date of making the request. As from 30th June 2014, this was extended to most employees with at least 26 weeks' service, excluding "workers", agency workers, members of the armed forces, office holders, or those on employee-shareholder contracts.

The statutory procedures and rules were set out in the Flexible Working (Procedural Requirements) Regulations 2002. However these ceased to apply with effect from 30th June 2014. Instead an ACAS Code of Practice outlines the process.

RP employees may make a request for flexibility in relation to either their time or hours of work or their place of work. The employee must have been employed for a continuous period of at least 26 weeks to qualify for flexible working.

In making a request, an employee must specify that they are making a request for flexible working, the flexibility required (place, hours, time), how long they anticipate the changes to last and whether they have made any previous requests in the last 12-month period.

RP, as the employer, is under an obligation to consider requests for flexible working within a reasonable time scale. This is defined as a total of three months from initial receipt of the request to any appeal decision, unless a longer period has been jointly agreed. However a request may be rejected on specific grounds such as; employer facing the burden of additional costs, employer will be unable to meet business demand, unable to reorganise the work amongst additional employees. If a request is refused the grounds for refusal will be explained

to the employee and confirmed in writing within 14 days of the date of the request. An employee has the right to appeal within 14 days. Employees may be represented at meetings to discuss flexible working requests or appeal hearings.

HOMEWORKING

1. About this policy

- 1.1 We support homeworking as part of our flexible working arrangements in appropriate circumstances either:
- (a) occasionally (to respond to specific circumstances) or
 - (b) to complete particular tasks; or
 - (c) at this time with the COVID-19 (Coronavirus) situation to enable staff to work from home in accordance with the Government guidelines and to comply with health and safety obligations (the **Coronavirus Home Working Situation**); and
 - (d) in some cases on a regular (full or part-time basis).
- 1.2 This policy sets out how we will deal with arrangements for homeworking. If you are work from home you must comply with this policy.
- 1.3 [This policy covers all employees,
- 1.4 This policy does not form part of any employee's contract of employment and may be amended at any time.

2. Homeworking arrangements

- 2.1 Your line manager will, confirm arrangements for a balance of working at home and working from the office.
- 2.2 You may want to vary your working arrangements so that, either permanently or for a fixed period, you work from home for all or part of your working week. Any request to work from home must meet the needs of our business as well as your needs.

3. Coronavirus Home Working Situation

- 3.1 The situation may change according to the Government guidance. W will liaise with you directly as the situation develops and to agree your specific tasks to be undertaken from home as part of your role.
- 3.2 If you work from home you will need to be able to show that you can:
- (a) work independently, motivate yourself and use your own initiative;
 - (b) manage your workload effectively and complete work to set deadlines;
 - (c) identify and resolve any new pressures created by working at home; and

- (d) adapt to new working practices including maintaining contact with your line manager and colleagues at work.

3.3 We may ask for you to agree to a home visit by our a member staff in order to carry out a risk assessment, install or service equipment, or to reclaim equipment on termination of your homeworking arrangement.

3.4 Any terms on which it is agreed that you may work from home will include the following:

- (a) We reserve the right to terminate the homeworking arrangements, for example if your role changes such that homeworking is no longer suitable, subject to reasonable notice. If you want to terminate your homeworking arrangement, you must notify your manager in the first instance. We will only be able to accommodate your request if there is sufficient office space and a suitable desk for you.
- (b) You will be subject to the same performance measures, processes and objectives that would apply if you worked at the office.
- (c) If you receive an unsatisfactory appraisal **OR** a review or are subject to a verbal or written warning for any reason your homeworking arrangements may be terminated immediately and you will be expected to return to work at the office.
- (d) Your line manager will remain responsible for supervising you, will regularly review your homeworking arrangements and take steps to address any perceived problems.
- (e) You agree to attend the office or other reasonable location for meetings, training courses or other events which we expect you to attend.
- (f) You understand that when you do attend the office, you have to work in accordance with all office procedures including the Covid guidelines and any other necessary changes in the workplace.
- (g) Working at or from home may affect your home and contents insurance policy, mortgage, lease or rental agreement. You must make any necessary arrangements with your insurers, bank, mortgage provider or landlord to cover this arrangement.

4. Working at home: equipment

4.1 We will provide any equipment that we consider you reasonably require to work from home which will remain our property. We will make all necessary arrangements for and bear the cost of installing and removing equipment from your home. Where equipment is provided you must:

- (a) use it only for the purposes for which we have provided it;
- (b) take reasonable care of it and use it only in accordance with any operating instructions and our policies and procedures; and
- (c) make it available for collection by us or on our behalf when requested to do so.

4.2 It is your responsibility to ensure that you have sufficient and appropriate equipment for working from home. We are not responsible for the provision, maintenance, replacement, or repair in the event of loss or damage to any personal equipment used by you when working for us.

4.3 We are not responsible for associated costs of you working from home including the costs of heating, lighting, electricity or telephone calls.

5. Working at home: data security and confidentiality

5.1 All equipment and information must be kept securely. You should take all necessary steps to ensure that private and confidential material is kept secure at all times. Your line manager must be satisfied that all reasonable precautions are being taken to maintain confidentiality of material in accordance with our requirements.

5.2 You may only use equipment which has been provided by or authorised by us. You agree to comply with our instructions relating to software security and to implement all updates to equipment as soon as you are requested to do so.

5.3 You confirm that you have read and understood our policies relating to computer use, electronic communications and data security and that you will regularly keep yourself informed of the most current version of these policies.

5.4 If you discover or suspect that there has been an incident involving the security of information relating to the company, clients, customers or anyone working with or for the company, you must report it immediately to your manager.

6. Working at home: health and safety

6.1 When working at home you have the same health and safety duties as other staff. You must take reasonable care of your own health and safety and that of anyone else who might be affected by your actions and omissions. We may ask you to complete a working from home risk assessment particularly for example if you are pregnant. You must attend the usual office health and safety courses, read the staff handbook and undertake to use equipment safely as applicable to your role.

6.2 We retain the right to check home working areas for health and safety purposes. The need for such inspections will depend on the circumstances including the nature of the work undertaken.

6.3 You must not have meetings in your home with customers and must not give customers your home address or telephone number.

6.4 You must ensure that your working patterns and levels of work both over time and during shorter periods are not detrimental to your health and wellbeing.

6.5 You must use your knowledge, experience and training to identify and report any health and safety concerns to your line manager.

6.6 When you are working at or from home you are covered by our accident insurance policy. Any accidents must be reported immediately, in accordance with our Health and Safety Policy.

6.7 Employees are responsible for ensuring they complete their working hours as defined in their contracts of employment.

6.8 Employees are responsible for ensuring they take their rest breaks as defined in their contracts of employment. Working time should be monitored and rest breaks of at least 20 minutes for every six hours of working should be taken.

6.9 Advice on the ergonomic positioning of IT equipment will be provided during the implementation of the homeworking arrangement, together with best practice guidance on breaks. The Company will provide checklists for this for the benefit of employees.

7. Employee conduct

7.1 If homeworking becomes unsuitable due to employee conduct or performance, the homeworking arrangement may be terminated immediately. Further disciplinary action may also be taken in line with RP policies.

TERMINATION OF EMPLOYMENT

A contract of employment can come to an end either through the employee resigning or by a dismissal by the employer. Occasionally the contract will be brought to an end by mutual agreement.

DISMISSAL

RP, as the employer, may dismiss an employee, if the employee is in breach of their contractual duties, for example by failing to perform their obligations, failing to turn up to work without reasonable excuse, misappropriation of the company's property or for other acts of gross misconduct. Most of these will require RP to take steps to formally discipline the employee, and dismissal will usually be the last resort.

Redundancy is also classified as a dismissal by RP (see separate Redundancy heading).

RESIGNATION

If an employee wishes to terminate their employment, they will usually tender their resignation, i.e. hand in a formal letter stating that they wish to leave the company, and work for their contractual notice period.

MUTUAL AGREEMENT

RP and the employee can mutually agree to end the contract. However, in these circumstances the employee will either resign or a settlement agreement will be reached between employee and employer.

NOTICE PERIOD

Both parties i.e. RP and the employee must give the statutory minimum notice period, unless the statement of terms and conditions of employment provides otherwise. At present the statutory minimum is; one week's notice- after an employee has been continuously employed for one month, and once an employee has been employed for two years or more, they are entitled to one weeks' notice per year worked, up to a maximum of 12 weeks. See your statement of terms and conditions of employment for further details. Employees who work their notice period are entitled to receive all their contractual benefits.

RP may opt for an employee to serve out the remainder of their employment at home, away from the place of work. This is often called 'garden leave'. During this time the employee will be expected to be available for work should the need arise and RP will be required to pay the employee their contractual rate of pay until the end of the notice period. Alternatively RP may make a payment in lieu of notice (**PILON**) in which case employment will terminate when the payment is made.

REDUNDANCY AND LAY OFF

There are a number of reasons why redundancy from RP becomes necessary. The most usual of these are: a job role becomes surplus to RP requirements, there is a diminishing need for work of a particular kind.

An employer may also make employees redundant, when they close their business and reopen it to a different type. Redundancy often occurs due to the diminishing need for employees to undertake work, for instance as a result of advancements in technology.

Employees also have the right to take time off work to look for new employment or to make arrangements for any new training they may require for new employment, provided they have worked for RP for two continuous years.

When deciding whether or not to make redundancies, RP will primarily identify the employee(s) at risk of redundancy and, if more than one person is to be made redundant, RP will select the employees fairly and objectively. RP will take care to ensure that they do not discriminate. Selection based on part-time or fixed-term contract workers or those on maternity, paternity, shared parental leave, adoption or parental leave would be considered discriminatory.

There are a number of selection criteria that can be used but all criteria must be objective and if using skills or qualifications as a criterion, these must be essential for the roles that exist. The "last-in, first out" approach which has commonly been used in the past can give rise to claims of age discrimination as it is likely that the last in may be younger members of

staff.

RP, as the employer, is also under an obligation to offer employees any suitable alternative employment that may be available. An employee cannot claim statutory redundancy payment if RP has been able to offer comparable alternative employment and it has been refused without good reason.

When a decision and selection of employee(s) has been made, then RP has a duty to ensure that the employee is consulted and informed about the redundancy. RP will always try to consult employees on an individual basis and discuss alternatives to redundancy. Employees selected for redundancy will receive notice of termination of their employment, and will be given their workable notice period.

Entitlement to statutory redundancy commences after an employee has worked continuously for two years. This also applies to fixed term contracts. Statutory redundancy is calculated on how long an employee has worked with the organisation, their age and their weekly pay (to a maximum of £538.00) for all dismissals taking effect on or after 6th April 2020. The maximum redundancy payment an employee can receive in total is £16,140.00 which is 30 weeks of the maximum amount of weekly pay.

An employee is entitled to half a week's pay for each complete year of continuous service below the age of 22; a full week's pay for each complete year of continuous service between the ages of 22 and 40; and a week and a half's pay for each complete year of continuous service from the age of 41. Employees do not pay tax on statutory redundancy payments. If an employer cannot pay an employee, due to insolvency, then the employee should make a claim to the Redundancy Payments Office (RP1 Form) The RPO will usually pay the employee and claim back the payment from the employer's business.

RETIREMENT

With effect from October 2011 the statutory default retirement age of 65 was abolished. Therefore, RP has no statutory or contractual retirement age.

Employees who wish to retire should discuss this with their line manager or CEO providing as much notice as is reasonable but not less than their contractual notice period.

TUPE

If RP as the employer transfers their business to another employer, or takes on business from another employer, then the terms and conditions of the statement of terms and conditions of employment can be protected by way of the Transfer of Undertakings (Protection of Employment) Regulations (known as 'TUPE'). This means that the existing terms and conditions of the contract will transfer automatically to the new employer. This means that normal work will carry on for the new employer as before.

The TUPE regulations are designed to protect the rights of employees where they are in an employer transfer situation. The regulations enable employees to maintain and enjoy the same contractual terms and conditions and continuity of employment, as previously. There are typically two categories in which transferees under TUPE will usually apply; business transfers and service provisions changes (such as contracting out, outsourcing or re-tendering). Some transfers can be both a business transfer and a service provision change. When a transfer under TUPE takes place, the employer that is transferring the employees has a duty to inform the new employer (in writing) about the rights and obligations towards the employees, such as the terms of the contract, identity of employees, pay and benefits and any matters such as loans outstanding or pending disciplinary action.

The transferring employer also has a responsibility to conduct a full and meaningful consultation with all the employees likely to be affected, at the earliest opportunity. As the TUPE regulations can be a complex area, it will be of benefit for the employer to obtain legal advice, prior to any transfer or receipt of employees.

BASIC PAY

An employee's average hourly rate will not be less than the National Living Wage. The National Living Wage (NLW) was introduced through amendment to the National Minimum Wage Regulations 2015. To ensure the rules that apply to the NMW rates for workers aged under 25 also apply to workers entitled to the NLW. Implementation of the NLW commenced on 1st April 2016. It was agreed by Reaching People Board of Trustees in January 2019 to apply the real living wage as a minimum pay level for RP staff.

Your salary details are contained in your Statement of Terms and Conditions of Employment and will be paid monthly in arrears into your chosen bank account.

RP, as the employer, is required to keep records to prove that employees receive their wages, for a period of not less than three years. Such records are likely to be wage slips. Employees will have a written itemised statement of pay, which shall contain; the gross amount of the wages, the amounts of any deductions, net amount of wages payable.

PAY REVIEW

There is no automatic right to a pay review (unless in accordance with the National Minimum Wage) and whether or not an employee is entitled to a pay review will often depend upon whether it is expressed in the contract.

The Board of Trustees is responsible for approving and endorsing pay increases.

DEDUCTIONS FROM WAGES

RP has no right to make deductions from an employee's wage except for income tax and national insurance deductions, unless there is; an express term in the employee's statement of terms and conditions of employment, a court order instructing deductions to be made (see Attachment of Earnings), or another signed agreement such as repayment of a loan or training agreement. Otherwise it is unlawful for RP to make deductions.

However, deductions will be made if there has been an overpayment of wages, or expenses or holiday pay, or unauthorised absences. Likewise, if an employee refuses to work, then they are not performing their contractual duties and as such are not entitled to be remunerated or to receive their full contractual wage, and RP as the employer will deduct the sum that is equal to the proportion of time the employee refuses to work.

ATTACHMENT OF EARNINGS

RP as the employer may be statutorily bound to make a deduction from their employee's earnings if the courts have made an attachment of earnings order. Other lawful deductions include student loans, and trade union subscriptions.

EXPENSES

Employees can claim expenses on subsistence and accommodation where an employee is required to stay overnight, and travel, where the employee has used the train, bus or a private car. Expenses claimed for travel also include any parking costs (when away from their normal place of work) and toll costs. Travel expenses are not available where an employee is a passenger in the car.

Expenses can only be claimed where the employee has travelled from the place of work to a client's site, another workplace, meeting, or conference. Expenses are not available where an employee commutes to their place of work from their home, or any private travel.

The current rate of mileage, up to 10,000 miles per year is paid at the RP standard rate per mile. Any mileage over 10,000 will be at a lower rate. Any employee who takes a passenger in their car, for the purposes of company travel shall be entitled to claim 5p per mile per passenger. Current mileage rates are given on the expenses claim form.

PENSIONS

RP as an employer must give employees certain basic information about pensions in their statement of terms and conditions of employment.

RP operates a NEST (National Employment Savings Trust) scheme to which all employees will be entitled to join. Full details of this scheme will be made available on joining the organisation. The NEST scheme which came into effect from October 2012 is a Government scheme and complies with the Pensions Act.

The Pensions Act 2008 requires all employers (other than one-director-owner organisations) to offer a qualifying workplace pension scheme to eligible workers including fixed-term and part-time contract workers.

The cost of the scheme will be funded by the employer and employee. Eligible employees will be auto-enrolled after three months' service but have an entitlement to opt out if they so wish.

CODE OF CONDUCT

Reaching People staff will be expected to abide by any code of conduct set by the landlord of the building in which our offices are located.

MATERNITY LEAVE

An employee is permitted time off work in connection with the birth of a child. The Maternity and Parental Leave Regulations 2006 and the Work and Families Act 2006 allows maternity leave to last for a maximum of 52 weeks which is made up of 26 weeks of ordinary and 26 weeks of additional leave. Additional leave automatically commences at the end of ordinary leave.

Maternity leave is applicable to all female employees, whether they are full or part-time, and regardless of their length of service. Ordinary maternity leave may be taken anytime from the eleventh week before the expected week of childbirth.

Statutory maternity pay commences at the start of ordinary maternity leave and whilst an employee is on maternity leave they are entitled to all contractual benefits with the exception of remuneration including holiday entitlement, other benefits such as access to the pension scheme, company cars etc. Employers must continue to pay any pension contributions throughout the duration of the maternity leave. The current (2020) rate of statutory maternity pay is 90% of earnings for the first six weeks and £151.20 for a further 33 weeks. Rates are reviewed by the Government each year.

To qualify for statutory maternity pay all employees must have worked for RP for at least 26 weeks into the 15th week before the expected week of child birth. An employee must also earn at least the lower earnings limit for NI contributions to qualify for Statutory Maternity Pay. Statutory Maternity pay is payable for up to 39 weeks. Employees are also still entitled to any additional non-cash benefits that are stated in their statement of terms and conditions of employment.

RP employees should inform their employer of their pregnancy by the end of the 15th week before the expected week of child birth, and give details of when they expect to begin

ordinary maternity leave.

During maternity leave RP will keep you informed of any changes in the workplace.

Any employee must not return to work during the first two weeks after child birth. If an employee returns to work during the ordinary maternity leave period they are entitled to return to the same job at the same terms and conditions as previously.

If they return to work during additional maternity leave, they are entitled to return to the same job, unless it is not reasonably practicable to do so and in which case they must be offered a similar job that is no less favourable.

KIT DAYS

Employees on maternity leave may take up to 10 “keep in touch” days which can be negotiated between the employee and employer. Payment for these days can also be negotiated although if the employee is carrying out work on these days it would be normal to pay contractual salary. Statutory maternity pay can be offset against salary.

The 10 days cannot be exceeded and any hours worked on any day will be classed as one day.

ANTENATAL CARE

All employees are entitled to reasonable time off work to attend antenatal care, including travel time to attend antenatal appointments. This is paid at the contractual rate. However, reasonable notice should be given to your line manager and RP reserves the right to see appointment cards.

MISCARRIAGE AND STILLBIRTH

If a baby is stillborn from the 25th week of pregnancy onwards, an employee is entitled to the same maternity and paternity rights as they would have been entitled to had the baby been born alive. If a baby is still born in the 24th week then there is no right to maternity and/ or paternity rights.

PATERNITY LEAVE/SHARED PARENTAL LEAVE

Fathers or partners of the mother are entitled to take two weeks of paternity leave within the first 56 days after the birth.

In addition, for babies born after 5th April 2015 the mother may choose to end maternity leave early and convert this into “shared parental leave” and “shared parental pay”. (see

below) The mother must take the first two weeks of statutory maternity leave but can then elect to end this and share the remaining weeks with the father/partner (provided that both parents satisfy the eligibility test). Note that Additional Statutory Paternity leave was abolished from this date.

The same rules apply in terms of notification as maternity leave and the employee should make a copy of the birth certificate available to RP when making a request for paternity leave or Shared Parental Leave. Paternity rights are available to employees who have worked with their employer for at least 26 weeks by the 15th week before the expected week of child birth.

Whilst on paternity leave/shared parental leave an employee is entitled to the same contractual terms and conditions, benefits and annual leave as previously.

SHARED PARENTAL LEAVE

Parts 7 and 8 of the Children & Families Act 2014 and accompanying regulations govern the introduction of shared parental leave in Great Britain.

Mothers of babies due on or after 5th April 2015 may choose to end their maternity leave early and convert this into “shared parental leave (SPL) and “shared parental pay” (ShPP). The employee must take the first two weeks of his/her statutory maternity leave, but can then elect to end his/her SML/SMP (or commit to ending it at a future date) and share the remaining 50 weeks with the father/partner (provided that both parents satisfy the eligibility test).

Note that the date which determines the employee’s right to any statutory entitlements is the expected week of childbirth, not the date on which the child is born.

Parents may take time off together if they wish and are not compelled to take their leave in one continuous block. Each employee may make up to three separate requests for leave. Each block of leave must be for a minimum of one week unless the employer agrees otherwise. Leave is to be taken in complete weeks, unless agreed otherwise but may start on any day of the week.

The rate of Statutory Shared Parental Leave pay is £151.20 per week.(2020).

ELIGIBILITY

First and foremost both employees must have caring responsibility for the child. Eligible partners include the biological father or the mother’s husband, civil partner or partner.

The person requesting to take Shared Parental leave must have at least 26 weeks’ continuous service with the employer at the 15th week before the baby’s due date and must still be working for that same employer when he/she intends to start the Shared

Parental Leave

The other parent/carer must also have worked for any 26 out of the 66 weeks preceding the baby's expected date of birth and have earned at least £30 (gross) pay per week for any 13 of the 66 weeks.

PARENTAL LEAVE

If an employee has worked for RP for at least one year, they are entitled to take unpaid leave to care for their child or make arrangements for the welfare of their child.

A parent can take up to 18 weeks unpaid leave if he/she expects to have parental responsibility for a child who is aged under 18. Leave can only be taken in blocks of one week and a maximum of four weeks can be taken in one year. For parents of a disabled child (defined as one for whom the parents receive disability living allowance) leave can be taken one day at a time if required. The Parental Leave (EU Directive) Regulations 2013 increased the amount of parental leave that may be taken and confirm that the right to take parental leave extended to agency workers.

The Maternity & Parental Leave etc (Amendment) Regulations 2014 increased the age limit to 18 years for all children (not just to those who are disabled) as from 5th April 2014.

The same right applies to parents who adopt a child in which case the right will last until the child's eighteenth birthday. Part time employees have a pro-rata entitlement, so a week's leave for somebody working three days a week will be three days.

An employee must give at least 21 days notice when they intend to take leave.

TIME OFF FOR DEPENDANTS

As per the Employment Rights Act 1996, employees have the legal right to take time away from work to take care of unexpected and emergency situations involving their dependants (spouse, civil partner, children, parents and other individuals living in the employee's home as part of their family unit).

This does not apply once it is known that a dependant is suffering from a continual or reoccurring illness, except where arrangements unexpectedly breakdown. An employee is not permitted time off to care for the dependant themselves, except to the extent that they are dealing with an emergency situation.

Time off for bereavement and grief are included in this area and an employee is to be permitted reasonable time off to make funeral arrangements, registering death and applying for probate. However time off is not permitted for the emotional aspects such as sense of loss and sadness.

PARENTAL BEREAVEMENT LEAVE

The Parental Bereavement Leave legislation came into effect from 6th April 2020 and gives employees the right to two weeks off if their child dies under the age of 18 or are still born after 24 weeks of pregnancy. Employees may also be eligible for parental bereavement pay.

The maximum statutory rate for parental bereavement leave is £151.20 per week or 90% of average weekly earnings whichever is lower for the period of leave.

COMPASSIONATE LEAVE

There is no legal right for an employee to have time away from work for compassionate leave, or leave that is not covered under the 'Time Off for Dependants' right or Parental Bereavement Leave right (see above). If you suffer a bereavement or need to attend to a family member who is seriously ill, RP may, in its absolute discretion, allow compassionate leave. Compassionate leave may be paid or unpaid and the amount of any compassionate leave we may give will depend on the particular circumstances of each individual case.

If compassionate leave is needed this must first be discussed with your manager.

MEDICAL APPOINTMENTS

There is no legal right for employees to have time away from work to see a doctor or dentist. However employees may use TOIL or flexi leave for medical appointments. In any event, all employees should inform their manager as soon as possible of any intent to take time off for medical appointments and RP reserves the right to see appointment cards where applicable.

JURY SERVICE

There is no legal right for employees to have time away from work to undertake jury duty. However an employer could be found in contempt of court if they refuse to allow an employee to attend. There is no legal right to be paid for time off for jury service, and it is for the employee to apply to the court to claim back money from lost earnings. An employer should fill out a Certificate of Loss of earnings to assist the employee.

RP will provide leave on full pay for a maximum of 2 weeks. Please note that we will ask you to repay from your salary, any allowance or expenses which the court may pay to you and we will treat this as a deduction for the purposes of the deductions clause in (as applicable) your statement of terms of employment.

If you are called to do jury service, please let your manager know as soon as possible, providing a copy of the court summons.

You are expected to attend work on any day or half day on which you are not actually required to serve.

COURT SUMMONS

Paid time off will not be authorised for time off to answer civil or criminal charges.

All days required to attend court and/or meet solicitors must be taken as annual leave, or alternatively the time made up by agreement with your manager.

TIME OFF FOR RELIGIOUS OBSERVANCE

If you wish to be absent from work in order to observe your faith on days other than public and bank holidays, such time off should be taken, where possible, from your normal holiday entitlement and by prior agreement with your line manager.

If you require a period of unpaid extended leave for religious reasons, please discuss this with your manager, giving as much notice as possible. Such requests will be given full consideration, but are subject to the needs of the business.

OTHER TIME OFF

There may be other instances where employees require time off from their duties. These might include the following:

- To carry out trade union duties
- To carry out safety representative duties
- To act as a companion or witness at a grievance/disciplinary hearing
- Call up as a member of the territorial army □ Time off for other voluntary duties □ Time off in redundancy situations.

UNPAID LEAVE

There is no legal right for an employee to have time away from work other than those outlined above. However an employee can ask RP for time off work that is unpaid. This should be for a set period of time and all the other terms and conditions of the employment contract remain in force.

DATA PROTECTION & GDPR

The Data Protection Act (1998) places an obligation on RP to ensure that any personal information stored by RP, is kept private, safe and secure. This includes all information stored electronically as well as on paper and aims to ensure that the way in which personal information is processed and handled is at as high a standard as possible so that individuals' privacy is protected.

General Data Protection Regulation (GDPR) came into force on May 25, 2018, and was designed to modernise laws that protect the personal information of individuals. All employees are required to familiarise themselves with the data protection policy and sign an agreement to comply which is given to them with this handbook, also found on the website at: <https://www.reachingpeople.co.uk/about-us/reaching-people-policies/>

The Data Protection Act has mainly 8 principles that all companies should adhere to, to ensure that all personal information is;

- Lawfully and fairly processed
- Used for the specified purpose for which it was obtained
- Relevant and not excessive for the purpose it was obtained
- Accurate and up-to date
- Stored securely
- Not retained for any longer than is necessary
- Not transferred outside the European Economic Area (unless the information is adequately protected and the person has consented)
- Stored and processed in line with the rights of the individual to whom the information pertains.

All organisations that make use of an individual's personal information, are called 'data controllers' and they must comply with the 8 principles. Personal data is any information that can be used to identify a living person such as name, address, telephone number, fax number, email and date of birth. The Act principally applies to information stored electronically, but also includes information stored in a relevant filing system and so likely includes some paper data as well.

RP will ensure that all its clients are aware of how their data will be processed. All employees will be thoroughly trained on how to handle data, in line with our data protection policies and all computers will have appropriate protection systems.

EQUAL OPPORTUNITIES POLICY

It is RP's policy not to discriminate against staff, partner organisations, visitors, service users, volunteers or suppliers.

Our workers and applicants for employment will not be disadvantaged by any policies or conditions of service. RP will work within legislative requirements as well as promoting best practice. RP's long-term aim is that the composition of our workforce should reflect that of the local community and that all workers should be offered opportunities to achieve their full potential.

TO WHOM DOES THIS POLICY APPLY?

All RP staff and volunteers have a responsibility to act in accordance with this policy, and to treat colleagues with dignity, at all times and not to discriminate against or harass any other member of staff. In some situations, RP may be at risk of being held responsible for the acts of individual members of staff and will not therefore tolerate any discriminatory practices or behaviour.

SCOPE AND PURPOSE

RP will monitor all employees as well as volunteers, to ensure that they are being offered appropriate career development opportunities.

RECRUITMENT AND SELECTION

RP will take all steps to ensure that knowledge of vacancies reaches an appropriate labour market and vacancy advertisements will include a short statement of our equal opportunities intentions.

To ensure that this policy is operating effectively with respect to recruitment and selection, RP monitors applicants' race, gender, disability and age, but these criteria do not form part of any job selection process.

THE EQUALITY (DISABILITY) ACT 2010 - _DISABILITY DISCRIMINATION

If an employee is disabled, or becomes disabled in the course of their employment with RP, they are encouraged to tell RP about their condition. This is to enable RP to support the employee as much as possible.

You may advise your manager of any reasonable adjustments to your working conditions or the duties of your job which you consider to be necessary, or which would assist you in the performance of your duties. Your line manager or [Corporate Services team](#) may consult with you and with your medical adviser(s) about possible reasonable adjustments. Careful consideration will be given to any such proposals and they will be accommodated where possible and proportionate to the needs of your job. Nevertheless, there may be

circumstances where it will not be reasonable for us to accommodate the suggested adjustments and we will ensure that we provide you with information as to the basis of our decision not to make any adjustments.

RP will monitor premises used for operational delivery to consider whether we place disabled workers or service users at a disadvantage compared to other workers. Where possible, RP will take reasonable steps to improve access for disabled workers and service users.

BREACHES

If you believe that you may have been disadvantaged, you are encouraged to raise the matter by way of RP's grievance procedure. If you believe that you have been bullied or harassed you are encouraged to raise the matter through RP's Anti-harassment and Bullying Policy.

Allegations regarding potential breaches of this policy will be treated in confidence and thoroughly investigated in accordance with the relevant procedure. Workers who make such allegations in good faith will not be victimised or treated less favourably as a result. False allegations of a breach in this policy that are found to have been made in bad faith will, however, be dealt with under the RP Disciplinary Procedure.

If, after investigation, you are proven to have harassed or caused discrimination of any other person in connection with your employment at RP, you will be subject to disciplinary action. In serious cases, such behaviour may constitute gross misconduct and, as such, may result in dismissal without notice. RP always takes a strict approach to serious breaches of this policy.

ANTI-HARASSMENT AND BULLYING POLICY

All workers are responsible for treating their colleagues with dignity and respect. Every employee at RP should consider whether their words or conduct could be offensive to others. Harassment and bullying behaviour are never acceptable.

This policy covers harassment or bullying which occurs whilst at work or volunteering for RP.

WHAT IS HARASSMENT?

Harassment is any unwanted physical, verbal or non-verbal conduct. Harassment at work may threaten your self-esteem and confidence. It may stop you from working effectively, and undermine your dignity. It can also affect your health and well-being. In addition to the manner in which workers speak to and about one another, written material and pictures

(including that disseminated by interactive and digital technologies) can be used to harass. This includes emails, text messages, film clips and photographs taken using cameras in mobile phones as well as content uploaded onto websites.

Harassment commonly, but not exclusively, targets the sex, sexual orientation, marital/partner status, gender reassignment, race, religion, colour, nationality, ethnic or national origin, disability, HIV positive/AIDS status or age.

WHAT IS BULLYING?

Bullying at work is a deliberate attempt by a boss, colleague or ambitious junior to control and undermine you. Persistent, offensive, abusive, intimidating or insulting behaviour, abuse of power or unfair penal sanctions which make the recipient feel upset or angry. It is not a one off incident and may occur continually over a period of many months.

Bullying is often a form of harassment and can undermine an individual's self-confidence, competence and self-esteem. As with harassment, bullying can take the form of physical, verbal and non-verbal conduct.

Bullying does not include the legitimate and constructive criticism of a worker's performance or behaviour.

WHAT TO DO IF YOU ARE BEING HARASSED OR BULLIED

If you consider that you are being bullied or harassed and you feel able to, you should initially attempt to resolve the problem informally, explaining clearly to the person responsible that their behaviour is not welcome and that it offends you or makes you uncomfortable.

If this is too difficult or embarrassing for you to do on your own, you should seek support from your manager, or the CEO, if your manager is the person you have concerns about. You will be provided with confidential advice and assistance.

If you are in any doubt as to whether an incident or series of incidents that have occurred constitute bullying or harassment, then in the first instance you should approach your manager (or the CEO if the incident relates to your manager or the Board if it relates to your CEO), confidentially, on an informal basis. They will be able to advise you on how your concerns should be dealt with.

If it is not appropriate or possible to resolve matters informally or, if after informal steps have been taken, the conduct continues, you should follow the formal procedure set in the grievance procedure.

CONFIDENTIALITY

Confidentiality is an important part of our employment policies and work practices at RP. Every worker involved in the operation of employment policies within this handbook, whether making a complaint or involved in any investigation, is responsible for observing the high level of confidentiality that is required. Breach of confidentiality may give rise to disciplinary action under RP's disciplinary procedure.

BREACHES OF POLICY

Breach of employment policies will be dealt with under RP's disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to dismissal without notice.

GRIEVANCE PROCEDURE

RP believes that most grievances can be resolved quickly and informally through discussion with your manager, however if this does not resolve the problem you should use the formal procedure below.

STEP 1: WRITTEN GRIEVANCE

Employees should put their grievance in writing and submit it to their line manager. If the grievance concerns the line manager then it should be submitted to the CEO. If it relates to the CEO it must be submitted to a member of the board. The written grievance should contain a brief description of the reasons for the complaint, including any relevant facts, dates, and names of individuals involved. This will help the manager investigate the complaint more thoroughly if necessary.

STEP 2: MEETING

After the manager has received the employee's written grievance, the employee will be invited to attend a grievance meeting, which will normally be set on a date no more than two weeks after the written grievance has been received.

All employees have the right to bring a companion to any meetings, and the companion may be either an accredited trade union official or a work colleague. Employees are allowed reasonable time off from duties without loss of pay to act as a companion. If an employee or their companion cannot attend at the time specified, the employee should let the manager know as soon as possible and an alternative meeting date will be arranged.

The manager may adjourn the meeting if it is deemed necessary in order to carry out further investigations, after which the meeting will usually be reconvened, or an alternative meeting arranged.

The manager will confirm the outcome of the meeting and the employee's right of appeal in writing within one week of the conclusion of the meeting.

STEP 3: APPEAL

If an employee wishes to appeal, then they should do so in writing to the CEO or a member of the board if the grievance is against the CEO (or the CEO heard the original grievance), stating the full grounds of appeal, within one week of the date on which the grievance decision was sent or given to the employee.

RP will hold an appeal meeting, normally within two weeks of receiving the written letter of appeal. Where practicable, this will be held by someone senior to the person who conducted the grievance meeting.

All employees have the right to bring a companion to any meetings, and the companion may be either an accredited trade union official or a work colleague. Employees are allowed reasonable time off from duties without loss of pay to act as a companion. If an employee or their companion cannot attend at the time specified, the employee should let the manager know as soon as possible and an alternative meeting date will be arranged.

The final appeal decision will be confirmed to the employee in writing within one week of the conclusion of the meeting.

DISCIPLINARY PROCEDURE

We expect the highest standards of conduct at all times and for our employees to comply with the terms of their contract. We place a high level of trust in you to respect and maintain our standards of conduct and to comply with the terms of your contract. We also recognise the importance of having in place a fair and effective procedure that enables us to deal with any conduct issues which may arise. Poor conduct or non-compliance may result in disciplinary action and even dismissal. We will investigate the facts of each case carefully and promptly.

Disciplinary action will be taken in the event of a breach of reasonable conduct by an employee. This will be identified in writing in the form of a written submission, for instance a grievance/complaint from a third party, or during management and supervision meetings. First stage disciplinary matters will be confidential, concerning only the direct line manager of the employee concerned, or if it is the CEO, with the Chair of the Board and only the parties concerned. The employee's immediate line manager will discuss the unsatisfactory

conduct with the employee and advise them of their right to reply and their right to be accompanied by a union or other representative at disciplinary meetings. The line manager will arrange a disciplinary meeting giving reasonable notice and advise the employee that they are required to attend. The disciplinary meeting will be conducted with reference to the guidelines (contained in the ACAS Code of Practice). All participants will be given a copy of these prior to the meeting. The key principles in the Code are:

- Issues should be dealt with promptly and meetings and decisions should not be unduly delayed
- Employers should act consistently and ensure like cases are treated alike
- Appropriate investigations should be made
- Any disciplinary hearing should be conducted by a relevant manager
- For performance problems, the immediate manager would be involved
- An employee should be informed of the basis of the problem and have the opportunity to put his/her case in response before any decisions are made
- An employee has the right to be accompanied at any formal disciplinary hearing
- An employee should be allowed to appeal against any formal decision made.

The participants at a disciplinary meeting may include:

- a) the employee in question,
- b) the line manager,
- c) if desired a representative for the employee (the identity of whom must be given in advance)
- d) if desired, another member of management, (of whom the identity must be given in advance).

The first stage of all disciplinary hearings is to ascertain facts and to seek a resolution relating to the severity of the breach of conduct. The following actions will be taken in relation to the severity of the misconduct/complaint or grievance.

(Verbal and written warnings will be recorded and kept in the employees' files. They will be specific about the nature of the offence and the desired improvements and be time-limited, e.g. 6 months subject to satisfactory conduct and performance).

Following a disciplinary meeting the following may occur:

- a) The situation may be resolved and no further action may be necessary.
- b) Advice/Counselling/Training may be offered or recommended. This training may be obligatory if it is part of a strategy designed to improve standards of conduct or performance.

- c) A verbal warning may be issued.
- d) A written warning may be issued.

WRITTEN WARNING

If the misconduct is serious, or if a further offence occurs, a written warning may be issued. This will give details of:

- a) the complaint(s)
- b) warn that dismissal could result if there is no satisfactory improvement
- c) advise of the right of appeal.

FINAL WRITTEN WARNING

If conduct or performance is still unsatisfactory and there is a failure to improve, or if the conduct is sufficiently serious to issue only one written warning but insufficiently serious to warrant a dismissal, a final written warning may be issued. This will give details of: a) the complaint(s)

- b) warn that dismissal will result if there is no satisfactory improvement
- c) advise of the right of appeal.

A copy of this final written warning will be kept on the employee's personal file, but it will be spent after 12 months subject to satisfactory conduct and performance.

The following list provides examples of offences which would normally be regarded as a serious offence:

- sexual, sexist, racist, homophobic etc. abuse or harassment.
- breach of Equal Opportunities policy, except when that breach is due to lack of financial or human resources or aspects outside the immediate control of the person concerned.
- breach of confidentiality policy.
- serious deliberate damage to agency property.

DISMISSAL

If the conduct or performance is still unsatisfactory and the employee still fails to reach the prescribed standards, dismissal will normally result. Where dismissal is a likely outcome, a member of the board will be present at the hearing. The employee will be provided with

- a) written reasons for dismissal
- b) the date on which employment will terminate
- c) the right of appeal.

GROSS MISCONDUCT

The following list provides examples of offences which will normally be regarded as gross misconduct:

- fighting, violence or assault on another person.
- serious negligence which causes unacceptable loss, damage or injury.
- serious incapability through alcohol or being under the influence of illegal or legal drugs.
- offering or requesting the supply of illegal drugs.
- use or unauthorised possession of illegal drugs on RP premises.
- theft, fraud, deliberate falsification of records.
- repeated refusal to attend disciplinary meetings.

If an employee is accused of an act of gross misconduct, they may be suspended from work on full pay, normally for no more than five working days, while the agency investigates the alleged offence. If, on completion of the investigation and the full disciplinary procedure, RP is satisfied that gross misconduct has occurred, the result will normally be dismissal without notice or payment in lieu of notice.

A member of the board will always be present at hearings where a final written warning or a dismissal for gross misconduct is being considered as well as at appeal hearings where an employee has been issued with a final written warning or been dismissed.

APPEALS

An employee who wishes to appeal against a disciplinary decision should inform both their line manager and the CEO in writing within five working days of the decision. In the case of a final written warning or dismissal the chairperson should also be notified.

The decision following an appeal hearing is final and there will be no further right of appeal.

OTHER POLICIES AND PROCEDURES

WHISTLE-BLOWING POLICY

RP seeks to conduct its business honestly and with integrity at all times. However, we acknowledge that, from time to time, all organisations face the risk that their activities do not go as originally planned or of unknowingly harbouring malpractice. RP believes that we have a duty to take appropriate measures to identify such situations and attempt to remedy them. By encouraging a culture of openness and accountability within the organisation, we believe we can help prevent such situations occurring.

RP expects all employees to operate to the high standard of conduct and to report any wrongdoing that falls short of these principles. It is the responsibility of all employees to raise any concerns that they might have about malpractice within the workplace. The aim of this policy is to ensure that our employees are confident that they can raise any matters of genuine concern without fear of reprisals, in the knowledge that they will be taken seriously and that the matters will be investigated appropriately and confidentially.

The following guidance sets out the procedure by which staff can report concerns about workplace practices.

WHAT IS WHISTLE-BLOWING?

Whistle-blowing is the disclosure of information by an employee or worker that relates to some danger, fraud or other illegal or unethical conduct in the workplace. The Employment Rights Act 1996 as amended by the Public Interest Disclosure Act 1998 governs the making of disclosures concerning workplace activities and is intended to protect employees who blow the whistle on bad practice from being subjected to any detriment or unfairly dismissed as a result.

The aim of this policy is to provide an internal mechanism for reporting, investigating and remedying any workplace wrongdoing. It is therefore hoped that it will not be necessary for employees to alert external organisations. However, in very serious circumstances, or following an internal report that has not been addressed, RP recognise that it may be appropriate for you to report your concerns to an external body, such as a regulator.

WHO IS COVERED BY THE POLICY?

You should use this policy if you have a genuine concern that there are reasonable grounds for believing that:

- a criminal offence has been committed, is being committed, or is likely to be committed; or

- a person has failed, is failing, or is likely to fail to comply with their legal obligations; or
- a miscarriage of justice has occurred, is occurring, or is likely to occur; or
- the health and safety of any individual has been, is being, or is likely to be endangered; or
- the environment has been, is being or is likely to be damaged; or
- any of the above are being, or are likely to be, deliberately concealed.

SHOULD I DISCLOSE?

RP value any concerns reported in good faith under this procedure. If you are uncertain whether the matters concerning you are within the scope of this policy (for example, if you are suspicious but uncertain as to whether the law has been broken, or whether a person is acting outside the scope of their authority), we encourage you to report the concerns to the CEO.

RP envisage that disclosures are likely to relate to the actions of our employees, officers or directors but they may also relate to the actions of a third party, such as a client. It may be appropriate for you to raise your concerns directly with the third party where you believe that the malpractice identified relates solely or mainly to their conduct or a matter that is their legal responsibility. However, we would ask that you consult the Office Manager before speaking to the third party.

HOW TO MAKE A DISCLOSURE

- a) You can raise your concerns with the CEO either orally or in writing.
- b) You must state that you are using the Whistle blowing Policy and specify whether you wish your identity to be kept confidential.
- c) You are entitled to be accompanied by a workplace colleague or union representative at any meeting. Your companion will be asked to respect the confidentiality of your disclosure and any subsequent investigation.

RP recognise that disclosures made under this policy may involve highly confidential and sensitive matters and that you may prefer to make an anonymous disclosure. However, we regret that we cannot guarantee to investigate all anonymous allegations. Proper investigation may prove impossible if the investigator cannot obtain further information from you, give you feedback, or ascertain whether your disclosure was made in good faith. It is preferable for whistle-blowers to reveal their identity to your line manager and measures can be taken to preserve confidentiality. RP will always endeavour to handle investigations promptly and fairly.

INVESTIGATION OF DISCLOSURE

- a) RP are committed to investigating disclosures fully, fairly, quickly and confidentially where circumstances permit. Following your submission of a formal written disclosure, the CEO will acknowledge receipt within five working days and make appropriate arrangements for investigation.
- b) If an investigation is considered necessary, we will usually appoint an investigator or investigative team. For example, if the disclosure concerns financial malpractice, a member of the Board of Directors may be asked to investigate. Recommendations for change will also be invited from the investigative team to enable us to minimise the risk of the recurrence of any malpractice or impropriety that has been uncovered.
- c) So far as the CEO considers it appropriate and practicable, you will be kept informed of the progress of the investigation. However, the need for confidentiality may prevent us giving you specific details of the investigation or actions taken.
- d) It is not normally appropriate to set a specific timeframe for completion of investigations in advance, as the diverse nature of disclosures contemplated makes this unworkable. We will, however, aim to deal with all disclosures in a timely manner and with due regard to the rights of all individuals involved.
- e) We recognise that there may be matters that cannot be dealt with internally and in respect of which external authorities will need to be notified and become involved either during or after our investigation. We will endeavour to inform you if a referral to an external authority is about to or has taken place, although we may need to make such a referral without your knowledge or consent if we consider it appropriate.

CONFIDENTIALITY

Every effort will be made to keep the identity of an individual who makes a disclosure under this policy confidential, at least until any formal investigation is under way. In order not to jeopardise the investigation into the alleged malpractice, you will also be expected to keep the fact that you have raised a concern, the nature of the concern and the identity of those involved confidential.

There may, however, be circumstances in which, because of the nature of the investigation or disclosure, it will be necessary to disclose your identity. This may occur in connection with associated disciplinary or legal investigations or proceedings. If in our view such circumstances exist, we will make efforts to inform you that your identity is likely to be disclosed. If it is necessary for you to participate in an investigation, the fact that you made the original disclosure will, so far as is reasonably practicable, be kept confidential and all reasonable steps will be taken to protect you from any victimisation or detriment as a result of having made a disclosure. It is likely, however, that your role as the whistle-blower could still become apparent to third parties during the course of an investigation.

PROTECTION AND SUPPORT

No employee, who raises genuinely held concerns in good faith under this procedure, will be dismissed or subjected to any detriment as a result of such action. Detriment includes unwarranted disciplinary action and victimisation. If you believe that you are being subjected to a detriment within the workplace as a result of raising concerns under this procedure, you should inform your line manager immediately. Employees who victimise or retaliate against those who have raised concerns under this policy will be subject to disciplinary action.

If an investigation under this procedure concludes that a disclosure has been made maliciously, vexatiously, in bad faith or with a view to personal gain, the whistle-blower will be subject to disciplinary action. Those choosing to make disclosures without following this procedure or anonymously may not receive the protection outlined above.

RECOMMENDATIONS FOR CHANGE

As part of the investigation into disclosures made under this policy, recommendations for change will be invited from the investigative team to enable the Board of Trustees to minimise the risk of the recurrence of any malpractice or impropriety which has been uncovered.

EXTERNAL WHISTLEBLOWING

You may also report a whistleblowing concern to the following:

- Leicester City Council Single Point of contact: 0116 454 1004 or spoc@leicester.gov.uk
- NHS & Social Care: 08000 724 725
- Care Quality Commission: 03000 616161 or enquiries@cqc.org.uk or www.cqc.org.uk

IT POLICY

IT equipment is the property of RP and provided for the business use of employees solely.

The use of IT to access websites for personal reasons or to download inappropriate material is expressly forbidden and will result in disciplinary action being taken.

Your work e-mail address should not be given to friends or other people not associated with RP and receipt of personal e-mails or sending of personal e-mails in work time will also be deemed a disciplinary matter.

STAFF THEFT – RIGHT OF SEARCH

If RP as the employer suspects an employee of having taken items without consent, then RP will approach them and make further enquiries, including informing the police where appropriate.

There is no legal right for an employer to search their employee to establish whether they have taken items without their consent. However, RP reserves the right to search premises or property when a theft has been suspected. The employee's permission will be sought prior to any search of personal property or vehicle.

HEALTH AND SAFETY

We attach great importance to your health, safety and welfare. You have a personal responsibility for ensuring adherence to our health and safety policy. We will provide and maintain working conditions and equipment for all employees and visitors that are safe, healthy and comply with statutory requirements and codes of practice.

You are required to take reasonable care of your own wellbeing and that of all other employees.

We are committed to effectively managing health and safety risks arising from our work activities and complying with our legal obligations and any information, instruction, training and supervision as is necessary will be provided for the health and safety at work of employees.

EYE TESTS

When an employee works with computer screens and VDU equipment (visual display unit) it is RP's responsibility to ensure that the employee takes regular breaks. The Health and Safety (Display Screen Equipment) Regulations (NI) 1992 suggests that where an employee makes a request for an eye test or assistance with the purchase of corrective, prescription eye wear, then it is the employers responsibility to pay for the test and for basic glasses.

RP does not have to pay for an eyesight test if the employee does not use computer screens.

SMOKING POLICY

RP is committed to protecting the health, safety and welfare of all its employees by providing a safe place of work and protecting all employees, service users, customers and visitors from exposure to smoke. All RP's workplaces are smoke-free and all employees and visitors have a right to work in, and visit, a smoke-free environment.

Smoking is banned in all enclosed and substantially enclosed premises on RP's work site. The ban applies to anything that can be smoked, which includes cigarettes, pipes (including water pipes such as shisha and hookah pipes), cigars and herbal cigarettes. Appropriate signs will be clearly displayed at the entrances to RP.

Employees and visitors may only smoke outside in designated areas during breaks. When smoking outside, staff should ensure that they dispose of cigarette butts and other litter in the receptacles provided.

Employee vehicles, that are used primarily for private purposes are excluded from the smoking ban. However, if vehicles are used to transport passengers, or other work activities, employees are advised not to smoke.

Breaches of this policy will be dealt with under RP's disciplinary procedure and, in serious cases, may be treated as gross misconduct. Smoking in smoke-free premises is also a criminal offence and may incur a fixed penalty fine and possible criminal prosecution.

ALCOHOL AND DRUG ABUSE

If you face a situation where you have become dependent on alcohol or drugs, we will be sympathetic to your condition and will help you to seek appropriate treatment and allow time to recover fully. However, we have a duty to ensure so far as is reasonably practicable the health and safety and welfare at work of all our workers and similarly you have a responsibility to yourself and your colleagues.

To be unable to work properly, or to cause your fellow workers to have reason to object to your conduct, caused through either alcohol or drugs misuse, may lead to action being taken under our disciplinary procedure.

ACCIDENTS

You should report all accidents at work, no matter how minor, in the accident book.

Details of first aiders and location of the first aid boxes can be found on the Health and Safety notice board.

STAFF DEVELOPMENT AND TRAINING

INDUCTION

RP will support all new employees with a full induction process and appropriate review at the end of a specified probationary period.

APPRAISALS

RP practice is for regular, recorded monthly supervision meetings with line managers. Issues relating to performance, tasks, development and support needs will be raised on an ongoing basis within these. Annual appraisal is in addition to this and is an opportunity for employees to be able to give and receive feedback about their performance and development. Appraisal is an opportunity to reflect on your achievements, work and performance over the past year and to set new targets and objectives for the coming year. It is not to address under-performance which will be dealt with using the Capability Procedure.

It is good practise for any employer to regularly appraise their employees.

Feedback from colleagues, service users and partner organisations can be provided as evidence for use in appraisal which will also include supervision notes and your own assessment of achievements and job competencies.

PERSONAL DEVELOPMENT PLAN AND OBJECTIVE SETTING

Each year you will identify new work objectives in partnership with your manager. These will be recorded and form your personal development plan. They will relate to your appraisal, your job role and any issues and opportunities that may have arisen in the previous years' supervision.

As a guideline to preparing your PDP and setting your objectives you will consider:

- Your current job role and work plan. Are there any areas coming up which require you to have particular skills or to broaden your knowledge? If so, what, and how could these be acquired?
- Feedback from colleagues used in your appraisal.
- Consider if there is also scope for some more 'personal' or career development objectives.

You and your line manager will need to list SMART objectives that you can pursue in order to achieve your objectives.

Remember that a Personal Development Plan and objectives can be met by a range of activities – see 'Development and Training' for a suggested list.

Staff without objectives set in appraisal will not be able to access training and development opportunities to support their work.

REVIEWS

Progress on your achievement of objectives and development activities in the Personal Development Plan should be reviewed in supervision to check for progress and to note any issues. Your objectives will be re-written annually as part of the appraisal process.

TRAINING AND STAFF DEVELOPMENT

RP is committed to the ongoing development of its Staff and Volunteers, and to delivering the highest quality services. However not all training involves costly courses.

TRAINING AND PERSONAL DEVELOPMENT IS SPLIT INTO FOUR MAIN CATEGORIES:

- a) Skills, competencies, experience required to successfully achieve agreed work plan goals for the coming year, including diversity and equality
- b) Other work related training and experience which may be of a more general nature or which may be qualification orientated.
- c) Personal and professional development preferences that may only be peripheral to the work plan but which could benefit the agency.
- d) Personal and professional developments which will benefit the future career or life plans of the individual.

After successfully completing induction training and probation employees will be able to access personal development opportunities when they have a completed Personal Development Plan (PDP).

IDENTIFICATION OF TRAINING NEEDS

This will usually happen in supervision, with your line manager.

As you undertake your job, you may discover tasks where training would be beneficial; again discuss this with your manager. Annual appraisal may show up areas where your core competencies or job competencies could be improved, in which case training may be appropriate. Finally, should your performance not meet with required standards in any area, training may be offered or recommended. This training may be obligatory if it is part of a strategy designed to improve standards of conduct or performance.

Each year you should develop (in partnership with your Manager) a simple Personal Development Plan (PDP) with learning objectives which incorporates work-based

development needs with service objectives and personal objectives. This is completed as part of the appraisal process.

It is likely that early in their RP career a worker may find their Personal Development Plan comprised almost entirely of activities which would fall within category a). As they demonstrate their abilities and commitment within their work role the emphasis will be likely to shift.

It is entirely legitimate to include some development within the Plan which does not have an immediate bearing on the employee's work when it maintains and develops skills or abilities not currently required at work or may enhance their future career or life plans. Obviously the immediate needs of the agency always come first and the element of extracurricular development may be limited.

When deciding whether or not to approve a particular training and development opportunity, line managers will also take into consideration the time that the post holder will not be 'doing their usual job' and the impact of this on colleagues and the agency as well as the actual costs of the course and expenses, including travel, time and subsistence.

IDEAS FOR STAFF DEVELOPMENT

- Attending training sessions
- Work shadowing
- Secondment to a different organisation
- Information gathering, research and reading
- Visiting other organisations
- Attending meetings, conferences, seminars and workshops
- Project work with others, alone and inside and outside RP
- Working on other aspects of RP work.
- Sitting on boards, committees and working groups
- Volunteering
- Working with a mentor from another organisation
- Supervision and consultation
- Distance learning and open access approaches
- Networking with peers locally, regionally and nationally
- Presenting training and seminars

LONGER COURSES FOR PROFESSIONAL DEVELOPMENT.

In the first few years of employment, it is not the policy of RP to support staff on long qualification courses (although you may of course undertake such work at your own cost

and in your own time). Such development opportunities may be supported after a minimum of two years employment with RP; subject to the following:

- Any known or identified training needs specific to your current post have already been undertaken or scheduled.
- The course content can clearly be demonstrated to bring added value to your role within RP, to the agency overall and to service provision.
- Your line manager is satisfied that you can satisfactorily balance the needs of your post with the time and demands of such study, without jeopardising the quality of your work.
- RP will only support such study by contributing either paid study time (half a day a week maximum) or making some financial contribution to course fees; but not both.
- If a financial contribution is given, the amount will be determined by the specific circumstances and priorities of the agency at that time. As a service-providing charity, RP cannot commit to using resources to benefit employees at the possible cost of services. Because the financial situation of the charity varies each year; and each employee and role is unique, this 'cost-benefit' analysis can only be made at the time of each individual request. The assessment is to be made by the line manager and CEO. They will consider the benefits to the post holder, their added skills and abilities in their job at RP, the added benefit to RP service users, and the financial situation of the agency overall at that time. Therefore no specific guidelines can be given or instances taken as precedents.
- It may be possible for RP to support an individual member of staff in applying for funds or bursaries to support training.

Employees will be required to repay a proportion of the fees and time if you choose to leave RP any time from starting the course to 3 years following completion of the course. You will be asked to sign a form agreeing to this if approval is given to support a long training course.