



Eden Gate Newport

- Improving communities by tackling homelessness and substance dependence

Staff Handbook

May 2016

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Introduction

Welcome to Eden Gate. We would like to wish you every success during your employment whether you recently joined us or whether you are an existing employee. We hope that your experience of working here at Eden Gate will be positive and rewarding.

This Employee handbook is designed to introduce you to our organisation and to be of continued use during your employment.

We ask that you study the contents of this handbook carefully. It sets out the policies and procedures in relation to your employment together with information about employee benefits that may be available to you. If you require any clarification or additional information please speak to your line manager.

Equal Opportunities

Please note that we are an equal opportunities employer in accordance with the relevant legislation and policies. We expect your support in implementing these policies. We will not condone any unlawful discriminatory act or attitude in the course of your dealings with our members, suppliers, Drop in Guests, members of the public or fellow employees. Acts of unlawful discrimination, harassment or victimization will result in disciplinary action.

Christian Values

Eden Gate encourages the active promotion of Christian values and beliefs. We believe that certain employment situations hold a 'genuine occupational requirement' for the post-holder to be a practicing Christian and Church member. Where this is the case all recruitment and relevant documentation will clearly reflect that requirement.

Please note that general amendments may be made to the Employee Handbook from time to time.

Joining Our Organisation

A. Probationary Period.

You will join us on an initial probationary period of three months. During this period your work performance and general suitability will be assessed and if it is satisfactory, your employment will continue. However, if your work performance is not up to the required standard, or you are considered to be generally unsuitable, we may either take remedial action (which may include the extension of your probationary period) or terminate your employment at any time.

The assessment will be held by your line manager or in management positions this will be the role of the trustees.

We reserve the right not to apply our full contractual capability or disciplinary procedures during your probationary period.

B. Job Description

Amendments may be made to your job description from time to time in relation to our changing needs and to your own ability.

C. Job Flexibility

It is an express condition of employment that you are prepared, whenever necessary, to transfer to alternative duties within our organisation. During holiday periods, leave of absence due to sickness, etc, it may be necessary for you to take over some duties normally performed by colleagues. This flexibility is essential for operational efficiency as the type and volume of the work of the Eden Gate is always subject to change.

D. Policy Statement on the secure storage, handling, use, retention and disposal of Disclosures and Disclosure information.

- a.** As an organisation using the Disclosure & Barring Service (DBS) to help assess the suitability of applicants for positions of trust we comply fully with the DBS Code of Practice regarding the correct handling, use, storage, retention and disposal of disclosures and disclosure information. We also comply fully with our obligations under the Data Protection Act 1998.
- b.** Disclosure Information is never kept in an applicant's personnel file. It is always kept separately and securely in lockable, non-portable, storage containers with access strictly controlled and limited to those who are authorized to see it as part of their duties in accordance with Section 124 of the Police Act 1997. We retain a record of whom disclosures and disclosure information has been revealed to and we recognize that it is a criminal offence to pass the information to anyone who is not entitled to receive it.
- c.** Disclosure information is only used for the specific purpose for which it was requested and for which the applicants' full consent has been given.
- d.** Once a recruitment (or other relevant) decision has been made, we do not keep disclosure information for any longer than is absolutely necessary in order to allow for the consideration and resolution of any disputes or complaints. Where appropriate, the DBS will be consulted and full consideration given to the data protection and human rights of the individual.
- e.** Once the retention period has elapsed, we will ensure that any disclosure information is immediately destroyed by secure means, i.e. by shredding, pulping or burning. While awaiting destruction disclosure information will not be kept in any insecure receptacle. We will not keep any photocopy or representation of the contents of the disclosure. However we may keep a record of the date of issue of the disclosure, the name of the subject, the type of disclosure requested, the post for which the disclosure was requested, the unique reference number of the disclosure and the details of the recruitment (or other relevant) decision taken.

Wages and Salaries

Administration

1) Payment

- a)** For hourly paid staff the period ends on the 15th day of each month. Wages are paid monthly on the last but one working day of each month.
- b)** For salaried staff the pay month is the calendar month. Basic salaries are paid by the last but one working day of the current month.

c) You will receive a pay slip showing how the total amount of your pay has been calculated. It will also show the deductions made and the reasons for them. For example, income tax and National Insurance, etc.

d) Any pay queries that you have should be raised in the first instance with your line manager.

2) Overpayments

a) If you are overpaid for any reason the total amount of the overpayment will normally be deducted from your next payment. However, if this will cause hardship, arrangements may be made with your manager for the overpayment to be recovered over a longer period.

3) Income Tax and National Insurance

a) At the end of each tax year you will be given a form P60 showing the total pay you have received from us during that year and the amount of deductions for Income tax and National Insurance. You may also be given a form P11D showing non-salary benefits. You should keep these documents in a safe place as you may need to keep them for tax purposes.

Lateness/Absenteeism

1. You must attend for work punctually at the specified time(s) and you are required to comply strictly with any time recording procedures relating to your work.

2. All absences must be notified in accordance with the sickness reporting procedures laid down in this Employee Handbook.

3. Persistent lateness or absence may result in disciplinary action

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 or having to lay you off without pay other than statutory guarantee pay.

Holiday Entitlement and Conditions

A) Annual Holidays

1. Your annual holiday entitlement is shown in your individual Statement of Main Terms of Employment. (Form SMT)
2. It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. We do not permit holidays to be carried forward and no payment in lieu will be made in respect of untaken holidays other than in the event of termination of your employment or in exceptional circumstances and with the permission of your line manager.
3. You must complete the holiday request form and have it signed by your line manager before you make any firm holiday arrangements.

4. Holiday dates will normally be allocated on a 'first come first served' basis whilst ensuring that the operational efficiency and appropriate staffing levels are maintained throughout the year.
5. You should give at least two weeks' notice of your intention to take holidays and one weeks' notice is required for odd single days.
6. You may not normally take more than two working weeks consecutively except in extenuating circumstances agreed by the board of trustees.
7. Your holiday pay will be at your normal basic pay/hours unless otherwise shown on your Statement of Main Terms.
8. During your notice period the organisation reserves the right to decide on which dates some or all of your outstanding holiday entitlement must be taken.

B) Public/bank holidays

Your entitlement to public/bank holidays is shown on 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, and on subsequent days, at the earliest possible opportunity and by no later than 10.am. 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. Text messages and emails are not acceptable.
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 will be) for longer than seven days (whether or not they are working days) you should see your doctor and make sure that he/she gives you a medical certificate and forward this to us without delay. Subsequently you must supply us with consecutive doctor's medical certificates to cover the whole period of your absence.

C) Payments

1. You are entitled to 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 like wages 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 more than four days) occurs within 56 days of a previous period of incapacity, waiting days are not served again.
3. Any contractual sickness/injury payments are shown in your individual Statement of Main Terms of Employment.
4. Any days of contractual sickness/injury payments which qualify for SSP will be offset against SSP on a day to day basis. A deduction will be made for any other state benefits if you are excluded or transferred from SSP.
5. 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 that we may have made to you because of absence (including SSP) shall be repaid to us up to any 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 returning to work after any period of sickness/injury absence (including absence covered by a medical certificate) you are required to complete a self-certification absence form and hand this to your line manager.
4. On return 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 in the strictest confidence.

E) General

1. Submission of a medical certificate or sickness self-certification absence form, although giving us the reason for your absence may not always be regarded by us as sufficient justification for accepting your absence. Sickness is just one of a number of reasons for absence and although it is understandable if you are sick you may need time off, continual or repeated absence through sickness may not be acceptable to us.
2. In deciding whether your absence is acceptable or not we will take into account the reasons and extent of your absences, including any absence caused by sickness/injury.. We cannot operate with an excessive level of absence as all absences, for whatever reason, reduces our efficiency.
3. We will take a serious view if you take sickness/injury leave which is not genuine, and it will result in disciplinary action being taken.

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

Safeguards

A) Rights of Search

1. Although we do not have a contractual right to carry out searches of employees and their property (including vehicles) whilst on our premises or business, we would ask all employees to assist us in this matter should we feel that such a search is necessary.
2. Where practicable, searches will be carried out in the presence of a colleague of your choice who is available on the premises at the time of the search. This will also apply at the time that any further questioning takes place.
3. We reserve the right to call the police in at any stage.

B) Confidentiality

Definition of what we regard as being confidential

1. All information that:

- a. Is or has been acquired by you, or in the course of your employment, or has otherwise been acquired by you in confidence
- b. Relates particularly to our organisation, or that of any other person or bodies with whom we have dealings of any sort; and
- c. Has not been made public by, or with our authority;

shall be confidential, and (save in the course of our business or as required by law) you shall not at any time, whether before or after the termination of your employment, disclose such information to any person without our written consent.

2. You are to exercise reasonable care to keep all documentary or other material containing confidential information, and shall at the time of the termination of your employment with us, or at any other time upon demand, return to us any such material in your possession.

C) Eden Gate Property and Copyright

All written material, whether held on paper, electronically or magnetically which was made or acquired by you during the course of your employment with us, is our property and, where appropriate, our copyright. At the time of termination of your employment with us, or at any other time upon demand, you shall return to us any such material in your possession.

D) Statements to the media

Any statements to reporters from newspapers, radio, television, etc. in relation to 'our business' will be given only by an official representative of Eden Gate with prior approval from the Operations Manager or the Board of Trustees.

E) Virus Protection Procedures

In order to prevent the introduction of virus contamination into the software system the following must be observed:

- a. Unauthorised software including public domain software, magazine cover discs /CDs or Internet/www downloads must not be used; and
- b. All software must be virus checked using standard testing procedures before being used.

F) Use of Computer Equipment

In order to control the use of Eden Gates's computer equipment and reduce the risk of contamination the following will apply:

- a. The introduction of new software must first be checked and authorized by the Operations Manager (or his nominee) before general use is permitted.
- b. Only authorized staff or volunteers should have access to Eden Gate's computer equipment
- c. Only software that is used for business applications may be used
- d. No software may be brought into or taken from Eden Gate premises without prior permission
- e. Unauthorised access to the computers will result in disciplinary action
- f. Unauthorised copying and/or removal of equipment/software will result in disciplinary action and such action may lead to dismissal.

G) Email and Internet Policy

1. Introduction

The purpose of the Internet and Email policy is to provide a framework to ensure that there is continuity in procedures in the usage of the Internet and Email within Eden Gate. The Internet and Email systems have established themselves as an important communications facility within Eden Gate and have provided us with contact with people and organisations throughout the world. Therefore, to ensure that we are able to utilize the system to its optimum we have devised a policy that provides maximum use of the facility whilst ensuring compliance with legislation throughout.

2. Internet

Where appropriate, duly authorized staff are encouraged to make use of the Internet as part of their official and professional activities. Attention must be paid to ensuring that published information has relevance to normal professional activities before material is released in Eden Gate's name. Where personal views are expressed a disclaimer stating

this is the case should be clearly added in all correspondence. The intellectual property right and copyright must not be compromised when publishing on the Internet. The availability and variety of information on the Internet has meant that it can be used to obtain material reasonably considered to be offensive. The use of the Internet to access and/or distribute any kind of offensive material, or material that is not work related, leaves an individual liable to disciplinary action which could lead to dismissal.

3. E-mail

The use of the email system is encouraged as its appropriate use facilitates efficiency. Used correctly it is a facility that is of assistance to employees. Inappropriate use however causes many problems including distractions, time wasting and legal claims. The following procedure sets out our position on the correct use of the email system.

4. Procedures - Authorised use

- a.** Unauthorised or inappropriate use of the email system may result in disciplinary action which could include summary dismissal.
- b.** The E-mail system is available for communication and matters directly concerned with the legitimate business of Eden Gate. Employees using the email system should give particular attention to the following points:
 - I.** All comply with Eden Gate communications standards
 - II.** Email messages and copies should only be sent to those for whom they are particularly relevant.
 - III.** Email should not be used as a substitute for face-to-face communication or telephone contact. Flame mails (emails that are abusive) must not be sent. Hasty messages sent without proper consideration can cause upset, concern or misunderstanding.
 - IV.** If Email is confidential; the user must ensure that the necessary steps are taken to protect confidentiality. Eden Gate will be liable for infringing copyright or for any defamatory information that is circulated either within the Eden Gate or to external users of the system; and
 - V.** Offers or contracts transmitted by email are as legally binding on Eden Gate as those sent on paper.
- c.** Eden Gate will not tolerate the use of the email system for unofficial or inappropriate purposes, including:
 - I.** Any message that could constitute bullying, harassment or other detriment
 - II.** Personal use (e.g. social invitations, personal messages, jokes, cartoons, chain letters or other private matters)
 - III.** On-line gambling
 - IV.** Accessing or transmitting pornography

- V. Transmitting copyright information about other employees, Eden Gate or its customers or suppliers.

STANDARDS

A. WASTAGE

1. We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of our organisation.
2. You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc. The following points are illustrations of this: -
 - a. handle machines, equipment and stock with care
 - b. turn off any unnecessary lighting and heating. Keep doors closed whenever possible
 - c. ask for other work if your job has come to a standstill
 - d. start with the minimum of delay after arriving for work and after breaks.
3. The following provision is an express written term of your contract of employment: -
 - a. any damage to vehicles, stock or property (including non-statutory safety equipment) that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement;
 - b. 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, will render you liable to reimburse to us the full or part of the cost of the loss; and
 - d. in the event of an at fault accident whilst driving one of our vehicles you may be required to pay the cost of the insurance excess.
4. In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

CASH AND MONEY HANDLING PROCEDURE

Employees involved in financial transactions with customers/clients must ensure that they are aware of, and comply fully with Eden Gates procedures as below.

B. Cash

1. Employees must sign the Cash book if petty cash is used.
2. Employees must enter all transactions into the Cash Book and provide receipts.
3. Employees must not without permission change their own money in the petty cash.

C. Cheques

Cheques must be signed by any two of the Operations Manager and the trustees.

D. General

Employees must ensure that accurate recordings are made of all monetary transactions handled by them in the course of their duties.

All transactions must be recorded on the appropriate documentation and a receipt issued where applicable.

Fraudulent recording of financial transactions will result in dismissal.

E. STANDARDS OF DRESS

It is important that you present a professional image with regard to appearance and standards of dress. Where uniforms are provided, these must be worn at all times whilst at work and laundered on a regular basis. Where uniforms are not provided, you should wear clothes appropriate to your job responsibilities, and they should be kept clean and tidy at all times.

F. HOUSEKEEPING

Both from the point of view of safety and of appearance, work areas must be kept clean and tidy at all times.

HEALTH, SAFETY, WELFARE AND HYGIENE

A. SAFETY

1. You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately.
2. You must not take any action that could threaten the health or safety of yourself, other employees of Eden Gate volunteers 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 accidents and injuries at work, no matter how minor, in the accident book that can be found in the office.
5. You must ensure that you are aware of our fire and evacuation procedures and the action you should take in the event of such an emergency.

B. REFRESHMENT MAKING FACILITIES

Where we provide refreshment making facilities for your use, these must be kept clean and tidy at all times.

C. ALCOHOL & DRUGS POLICY

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. 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 offence, you may be subject to disciplinary action and, dependent on the circumstances, this may lead to your dismissal.

D. 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.

GENERAL TERMS OF EMPLOYMENT, INFORMATION AND PROCEDURES

A. CHANGES IN PERSONAL DETAILS

You must notify us of any change of name, address, telephone number, etc., 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. OTHER EMPLOYMENT

If you already have any other employment or are considering any additional employment you must notify us so that we can discuss any implications arising from the current working time legislation.

C. 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 your Line Manager and will normally be without pay.

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 your Line Manager 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 your Line Manager, 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 organisation.

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 your Line Manager, who, if appropriate, will agree the necessary time off.

G. BEREAVEMENT LEAVE

In the event of the death or funeral of your relative, civil partner or close friend, time off work will be granted in accordance with the following provision:

1. Up to five days which will be paid for immediate family defined as mother, father, wife, civil partner, husband, son, daughter, brother or sister.
2. One day which will be paid for other relatives defined as grandparents.

H. EXTENDED LEAVE

1. At the discretion of the Trustees you may apply to take a period of extended leave of up to one month's duration. Each case will be decided on its own merits.
2. Applications for such absence must be made in writing. You will be expected to take the total flexible annual leave days available to you in a twelve-month period, coupled with the amount of unpaid leave authorised.
3. When considering authorisation or refusal of extended leave, your timekeeping, attendance and disciplinary record, as well as the needs of Eden Gate which will be paramount at all times, will all be taken into account.
4. You must undertake to return to work by an agreed date. Failure to return as agreed (unless in exceptional circumstances) will be considered to be a fundamental breach of your Statement of Main Terms of Employment which may result in dismissal.

I. TRAVEL EXPENSES

We will reimburse you for any reasonable expenses incurred whilst travelling on our business. The rules relating to travelling expenses will be issued separately. You must provide receipts for any expenditure.

J. EMPLOYEES' PROPERTY AND LOST PROPERTY

We do not accept liability for any loss of, or damage to, property that you bring onto the premises. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight. Articles of lost property should be handed to your Line Manager who will retain them whilst attempts are made to discover the owner.

K. 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. No private mail may be posted at our expense except in those cases where a formal re-charge arrangement has been made.

L. Telephones

1. You should discourage your friends and relatives from either calling on you in person or by telephone except in an emergency. Incoming personal telephone calls are allowed only in the case of emergency. Outgoing personal calls can only be made with the prior permission of your Line Manager. Personal mobile phones should be switched off during working hours.
2. It is illegal to use a mobile phone without a hands-free set whilst driving. It is our policy that you should not use any mobile phone whilst driving. You should pull over to the side of the road in an appropriate place before making or receiving any telephone calls. In the event of being unable to pick up a call because you cannot find a safe place to park, you must return the call as soon as conveniently possible.

WHISTLE-BLOWERS

1. If you believe that Eden Gate 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;
 - d. environmental damage; or
 - e. Concealing any information relating to the above

you should in the first instance report your concerns to your Line Manager 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 your Line Manager 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.

CAPABILITY PROCEDURES

A. INTRODUCTION

We recognise that during your employment with us your capability to carry out your duties 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 AND 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 understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given 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 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 will 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 will be dismissed with the appropriate notice.

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 will expect 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 future employment with us in your current role or, where circumstances permit, in a more suitable 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 future employment with us in your current role or, where circumstances permit, in a more suitable role.

D. SHORT SERVICE STAFF

We retain discretion in respect of the capability procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service, you may not be in receipt of any warnings before dismissal but you will retain the right to a hearing and you will have the right to appeal.

E. DISCIPLINARY PROCEDURES

INTRODUCTION

1. It is necessary to have a minimum number of rules in the interests of the whole organisation.
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 full 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.

F. 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.

G. 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 any Eden Gate property;
- d. persistent absenteeism and/or lateness;
- e. unsatisfactory standards or output of work;
- f. rudeness towards Eden Gate Volunteers, 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 organisation 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;
- k. failure to report immediately any damage to property or premises caused by you; and
- l. loss of driving licence where driving on public roads forms an essential part of the duties of the post.

H. 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.

I. RULES COVERING GROSS MISCONDUCT

Occurrences of gross misconduct are very rare because the penalty is dismissal without notice and without any previous warning being issued. It is not possible to provide an exhaustive list of examples of gross misconduct. However, 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 or legal highs at work;
- f. breach of health and safety rules that endangers the lives of, or may cause serious injury to, employees or any other person; and
- g. failure to disclose a criminal offence or conviction that is material to your office or position.

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

J. DISCIPLINARY PROCEDURE

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

Unsatisfactory Conduct	1 st Offence	2 nd Occasion	3 rd Occasion	4 th Occasion
	Informal warning	Written	Final written	Dismissal
Misconduct	1 st Offence	2 nd Occasion	3 rd Occasion	
	Written Warning	Final Written Warning	Dismissal	
Serious Misconduct	1 st Offence	2 nd Occasion		
	Final Written Warning	Dismissal		
Gross Misconduct	1 st Offence			
	Dismissal			

2. We retain discretion in respect of the disciplinary procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service, you may not be in receipt of any warnings before dismissal but you will retain the right to a disciplinary hearing and you will have the right of appeal.
3. If a disciplinary penalty is imposed it will be in line with the procedure outlined above, which may encompass an informal 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.

K. 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.

PERSONS AUTHORISED TO TAKE DISCIPLINARY ACTION IN THE CASE OF:

THE OPERATIONS MANAGER & THE TREASURER (if any) – the Trustees

OTHER EMPLOYEES – the Operations Manager.

L. PERIOD OF WARNINGS

1. Written warning

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

2. Final written warning

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

M. GENERAL NOTES

1. If you are in a supervisory or managerial position then demotion to a lower status at the appropriate rate may be considered as an alternative to dismissal except in cases of gross misconduct.
2. In exceptional circumstances, suspension from work without pay for up to five days as an alternative to dismissal (except dismissal for gross misconduct) may be considered by the person authorised to dismiss.
3. Gross misconduct offences will result in dismissal without notice.
4. You have the right to appeal against any disciplinary action.

N. CAPABILITY/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. An appeal against a formal warning or dismissal should give details of why the penalty imposed is too severe, inappropriate or unfair in the circumstances.
4. The appeal procedure will normally be conducted by an appeal panel not previously connected with the process so that an independent decision into the severity and appropriateness of the action taken can be made.
5. If you are appealing on the grounds that you have not committed the offence then your appeal may take the form of a complete re-hearing and reappraisal of all matters so that the panel who conduct the appeal can make an independent decision before deciding to grant or refuse the appeal.
6. You may be accompanied at any stage of the appeal hearing by a fellow employee of your choice. The result of the appeal will be made known to you in writing, normally within five working days after the hearing.

O. 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 the named person within five working days. You will then be invited to a further meeting, which you must take all reasonable steps to

attend. As far as reasonably practicable, Eden Gate will be represented by an appeal panel of representatives not involved with the original decision.

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, religious 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:

1. insensitive jokes and pranks;
2. lewd or abusive comments about appearance;
3. deliberate exclusion from conversations;
4. displaying abusive or offensive writing or material;
5. unwelcome touching; and

6. 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 Operations Manager, 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 the Operations Manager 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 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.

EQUAL OPPORTUNITIES POLICY

A. STATEMENT OF POLICY

We recognise that discrimination is unacceptable and we have made the decision to adopt a formal equal opportunities policy. Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action.

The aim of the policy is to ensure no job applicant, employee or worker is discriminated against either directly or indirectly on the grounds of race, colour, ethnic or national origin, religious belief, sex, marital status, sexual orientation, gender reassignment, age or disability. However, we reserve the right to vary this policy where there is a genuine occupational requirement for the post holder to be of a Christian persuasion and a member of the Christian Church.

We will ensure that the policy is circulated to any agencies responsible for our recruitment and a copy of the policy will be made available for all employees and made known to all applicants for employment.

The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.

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.

We will maintain a neutral working environment in which no employee or worker feels under threat or intimidated.

B. RECRUITMENT AND SELECTION

1. The recruitment and selection process is crucially important to any equal opportunities 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 all decisions relating to this will be made within the overall framework and principles of this policy.
3. Job descriptions, where used, will be revised to ensure that they are in line with our equal opportunities policy. Job requirements will be reflected accurately in any personnel specifications.
4. We will adopt a consistent, non-discriminatory approach to the advertising of vacancies.
5. We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group.
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. Such ability may, for certain posts, include the essential requirement to be bi-lingual in both Welsh and English.
7. All employees involved in the recruitment process will periodically review their selection criteria to ensure that they are related to the 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 will not be of a discriminatory nature.
10. We will not disqualify any applicant because he/she is unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English and/or Welsh, as appropriate, 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.

TERMINATION OF EMPLOYMENT

A. RETIREMENT

The normal age for retirement is 67. The normal intended date of retirement for employees is the end of the quarter in which their 67th birthday falls.

B. 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. This is an express written term of your contract of employment. You will also forfeit any contractual accrued holiday pay due to you over and above your statutory holiday pay, if you fail to give or work the required period of notice.

C. 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.

D. GARDEN LEAVE

If either you or the organisation serves notice on the other to terminate your employment the organisation may require you to take "garden leave" for all or part of the remaining period of your employment.

During any period of garden leave you will continue to receive your full salary and any other contractual benefits.