



EMPLOYEE HANDBOOK

AIRE RIVERS TRUST LTD

Contents

1. INTRODUCTION	5
1.1 Contract of Employment	5
1.2 Variations to Terms and Conditions.....	5
1.3 Probationary Period	5
1.4 Job Title, Flexibility and Location	5
2. WAGES/SALARIES.....	6
2.1 Payment	6
2.2 Overpayments	6
2.3 Bank Account Details	6
2.4 Income Tax.....	6
2.5 Real Time Information - HMRC	7
3. HOURS OF WORK	7
3.1 Flexi system.....	7
3.2 Additional Hours	7
3.3 Timesheets	8
3.4 Expenses.....	8
3.5 Travel Time.....	9
3.6 Absence.....	9
3.7 Attendance and Timekeeping.....	9
4. NOTICE TO TERMINATE EMPLOYMENT	9
4.1 Notice Conditions	9
5. PENSION SCHEME ARRANGEMENTS.....	9
5.1 Auto-enrolment Scheme/NEST (National Employment Savings Trust)	9
6. HOLIDAY ENTITLEMENT	10
6.1 Annual Leave.....	10
6.2 Customary Public Holidays.....	11
6.3 Procedures and Conditions	11
6.4 Medical Appointments	12
7. SICKNESS AND SICK PAY PROCEDURES	12
7.1 Providing proof of sickness	12
7.1.1 Self-certification	12
7.1.2 Professional certification.....	12
7.2 Sick leave and holiday	13
7.3 Pay.....	13
7.4 Returning to work.....	13
7.5 Long-term sickness	13
7.5.1 Dismissing a long-term sick employee.....	13
8. GRIEVANCE PROCEDURE.....	14
8.1 Informal Resolution.....	14
8.2 Formal Grievance	15
8.3 Grievance Hearing.....	15
8.4 Investigation	15
8.5 Outcome.....	15
8.6 Grievance Appeal	15
8.7 Link with Disciplinary Procedure.....	15
8.8 Request to Refrain from Working	16
9. DISCIPLINARY PROCEDURES AND APPEALS.....	16
9.1 Introduction.....	16
9.2 Behaviour at Work	17

9.3	Trust Property.....	17
9.4	Health & Safety.....	18
9.5	Working Standards.....	18
	RULES COVERING GROSS MISCONDUCT	19
10.	DISCIPLINARY PROCEDURE	19
10.1	Notes.....	21
10.2	DISCIPLINARY APPEAL PROCEDURE.....	21
11	GENERAL CONDITIONS OF EMPLOYMENT (in alphabetical order).....	22
11.1	Appraisals/one-to-one support	22
11.2	Bullying.....	22
11.3	Buying or selling of goods	22
11.4	Cash handling	23
11.5	Change of contact details.....	23
11.6	Charity collections	23
11.7	Compassionate leave (this is not a statutory entitlement).....	23
11.8	Computer controls and policies	23
11.9	Communications.....	25
11.10	Confidential reporting ('Whistle blowing' – Public Interest Disclosure Act).....	25
11.11	Confidentiality.....	26
11.12	Conflict of interest.....	26
11.13	Conflict resolution.....	27
11.14	Data Protection.....	27
11.15	Disclosure and Barring Service (DBS)	27
11.16	Drugs and alcohol	28
11.17	Facilities and resources.....	28
11.18	Gifts, hospitality/bribery & corruption.....	28
11.19	Harassment.....	29
11.20	Intellectual property rights	29
11.21	Keys	30
11.23	Letters of reference	30
11.24	Mobile phone policy.....	30
11.25	Parental leave	31
11.26	Parking	31
11.28	Personal property.....	31
11.29	Personal telephone calls	31
11.30	Public duties.....	31
11.31	Redundancy policy.....	32
11.32	Relationships within work	32
11.33	Religious and political activities.....	32
11.34	Retirement.....	33
11.35	Rights of search	33
11.36	Secondary/additional employment	33
11.37	Short-time working, lay off and temporary suspension from work	34
11.38	Socialising with clients.....	34
11.39	Standards of dress/appearance	34
11.40	Statements to the media	34
11.41	Subscriptions.....	34
11.42	Training	34
11.43	Variations to terms and conditions	35
11.44	Working time	35

The Aire Rivers Trust maintains a variety of policies relevant to our operation. The ones listed below are of especial relevance to your terms of employment. Copies of these can be found on our Sharepoint site.

- 1, Lone Working Policy**
- 2. Bribery and Anti Fraud Policy**
- 3. Equality, Diversity and Inclusivity Policy**
- 4. General Data Protection Policy**
- 5. Health and Safety Policy**
- 6. Safeguarding Policy**
- 7. Volunteer Policy**
- 8. Covid 19 Policy**

1. INTRODUCTION

This Handbook is provided for the use of and as a reference for all employees. Please read it carefully as the contents form part of your Contract of Employment.

You are encouraged to seek help and guidance on any points about which you are not clear.

This handbook and the terms within it supersede all other previous versions or agreed terms and conditions of employment and must be read in conjunction with your contract statement.

In principle, where the Trust does not have a specific policy, it will adopt the guidance generally set out by ACAS, which is considered to represent a fair balance between the employer and employee.

1.1 Contract of Employment

Your Contract of Employment consists of your Statutory Statement of Terms and Conditions that is to be read in conjunction with this Handbook. Any questions you have concerning either should be referred to the Chair or Secretary

1.2 Variations to Terms and Conditions

The Trust reserves the right in appropriate circumstances to change the terms and conditions of your employment and any such variations will be notified to you either by way of general notice to all employees or as an individual notice to yourself personally, whichever is appropriate. Any changes will be made by way of negotiation and appropriate consultation, and the notice given to you by the Trust will be dependent upon your length of service and within legislative guidelines.

1.3 Probationary Period

All engagements are made subject to the satisfactory completion of usually up to a three-month probationary period. This period may be longer on engagement or extended to meet particular circumstances.

Although we hope that every employee will become a valued member of our team we accept that on occasions things may not work out as planned. In such circumstances you should be aware that during the probationary period and at any time within the first two years of service, your employment might be subject to termination without recourse to the disciplinary warnings process, or the right to appeal, although every situation will be considered on its own merits.

1.4 Job Title, Flexibility and Location

Your job title is stated in your Statutory Statement. We recognise that the best interests of both the Trust and employees are frequently served by regarding our employees as a pool of talents to be deployed appropriately and so whilst generally your duties will be appropriate to that title, when the need arises you may be required to undertake alternative or additional duties which fall within your capabilities.

Aire Rivers Trust's permanent and registered office is at 38 Morton Lane, East Morton, Keighley BD20 5RS. Our current offices are at Albion Mills Business Centre, Albion Road, Bradford BD10 9TQ but your normal place of work may be at different locations in the Aire Catchment. It is a condition of your employment that you are willing to work on site when reasonably requested. The Trust has a Lone Working Policy for these circumstances.

On rare occasions you may be required to work or attend conferences or training that include overnight stay(s). All details will be approved and agreed by your Line Manager beforehand.

In such situations and unless agreed otherwise, any accommodation must be agreed beforehand with your Line Manager or the Chair. Any essential and necessary travel expenses incurred in the course of your duties for the business will be reimbursed based on prior agreed terms.

If you regularly work away from home additional conditions may apply and will be provided as an appendix to this handbook.

In certain circumstances agreement may be given by your Line Manager or the Chairman, to allow you to work from home. Arrangements must be discussed with your Line Manager. before an agreement to work from home is made.

In addition an appropriate risk assessment should be carried out, producing evidence of appropriate insurance cover, that any Trust tools/equipment are used for business purposes only and that any documentation or sensitive information in any format, is stored and maintained in a confidential and appropriate way.

You will be required to ensure that you maintain the same work ethos and commitment to ART whatever your place of work and ensure that you are contactable at all times during your working hours.

2. WAGES/SALARIES

2.1 Payment

You will receive a payslip showing how the total amount of your wages/salary payment has been calculated and the deductions that have been made e.g. income tax, national insurance, pension etc.

Any queries you may have e.g. incorrect payment, shortages, error in deductions etc. should be raised with the Secretary.

2.2 Overpayments

Should you be overpaid in error, you must notify your Line Manager or the Secretary immediately. The total of the overpayment will normally be deducted from your next payment, unless mutually agreed otherwise.

2.3 Bank Account Details

When joining the Trust you will be asked to provide details of the bank or building society account into which you wish your wages/salary to be paid. If these details change you must inform the Secretary immediately otherwise you may find payment to you is delayed.

2.4 Income Tax

At the end of each tax year, you will receive a P.60 Tax Form showing the total pay you received from the Trust during that year and the amount of deductions. You should retain this document in a safe place as you may find that you need to produce it when making enquiries with HM Revenue and Customs or Department for Work and Pensions (DWP).

If required the Trust's Account office and PAYE reference numbers are as follows:

Account Office Ref. No: 120PC01574974

PAYE Ref No: 120/LB73777

2.5 Real Time Information - HMRC

It is the responsibility of every employee to report any changes in personal circumstances that may affect the HMRC records i.e. change of surname, address, marital status or gender. To inform HMRC go to hmrc.gov.uk/individuals/change-of-circs.htm and follow the process laid out on that page.

You **must** also inform the Secretary in writing which will ensure that our records match with HMRC.

3. HOURS OF WORK

Your normal hours of work will have been made known to you on your appointment and are detailed on your Statutory Statement of Terms and Conditions. Note that the nature of our work may mean that on occasions you will be asked to work evenings or weekends. In these circumstances you will be entitled to accrue Time off in Lieu. We do not pay overtime.

The full time working week is 37 hours per week (including breaks totalling up to 1 hour per day, which cannot be carried forward). Normal office hours are between 8.30am and 6pm. Core working hours are between 10am to 4.30pm (excluding a lunch break) and staff are expected to work between these times except where otherwise agreed.

Lunch breaks must be taken between 12 noon and 2pm, and the maximum length of time for a lunch break is 1 hour unless otherwise agreed between an employee and their Line Manager.

If you work more than 6 hours consecutively you must take a minimum of a 20 minute uninterrupted break, ideally away from your workstation.

If you are under the age of 18 however you are entitled to a minimum of a 30 minute uninterrupted break once you have worked more than 4.5 consecutive hours and you must not work more than 8 hours in any one day. If there is any doubt about your actual working hours please speak in the first instance with your Line Manager and then, if unresolved, with the Chair.

There may be some flexibility extended to individual working hours within the terms of the 'flexi system' and recording TOIL (see below) but all terms must be agreed with your Line Manager beforehand and any decision will be dependent upon the needs of the Trust.

3.1 Flexi system

Aire Rivers Trust recognises that a system of flexible working is beneficial for employees in allowing them to achieve an acceptable work/life balance. We therefore operate some flexibility in terms of how work is carried out, individual access needs and in terms of the actual hours of work. Any decision will be at the discretion of your Line Manager.

3.2 Additional Hours

There will be occasions when the Trust faces staff shortages i.e. due to sickness and other absences or unforeseen changes, and we need to respond in order to retain goodwill. This will create occasions when there is a need for us all to work additional hours to those quoted in our Contract Statements. Whilst no one will be compelled to work additional hours we hope that you will consider any request positively and work with your colleagues to ensure that we provide an efficient and proper service.

In any case of additional hours, staff are entitled to take time off in lieu (TOIL) for any additional hours worked over and above contracted hours. Staff may not carry more than 16 hours additional time over from one month to another without the prior agreement of their Line Manager. Where more than 16 additional hours are worked staff should therefore try to take this time off during the month in which they have accrued otherwise the time will be forfeited.

The Trust will allow employees to go into a limited number of 'debit' hours if absolutely necessary. No member of staff may have a debit of more than 8 hours in any one month. Any debit hours must be worked in the following month, or such time will be deducted from their holiday allowance.

There may be occasions when you are required not to attend work for whatever reason. In normal circumstances if this is necessary you will be paid your normal pay and it will not be considered as disciplinary action. If you are required to be suspended from work as a result of any disciplinary action you should refer to the section within the handbook under the Disciplinary section titled 'Rules and Disciplinary Procedures'.

3.3 Timesheets

You may be required to complete a timesheet to record his or her hours of work including the start and finish times and break periods, in order to maintain a record of any 'TOIL' built up in credit or debit. This is an essential requirement so that your Line Manager can monitor your working hours and break times to ensure that we adhere to the requirements of the Working Time legislation and comply with our duty of care to our employees.

3.4 Expenses

Those expenses which are reasonably incurred by you on behalf of the Trust or in order to fulfil your duties for the Trust qualify for an expenses claim which should be made monthly on the approved form available from your line manager. Approved expenses will be reimbursed directly into the bank account you provided for payment of salary.

Examples include:

- Car journeys at £ 0.45 per mile.
- Train journeys, off-peak if possible. Second class only.
- Parking fees, as appropriate (not fines).
- Incidental on-site expenses.
- Food and drink does not ordinarily qualify as an expense although there may be occasions, for example when travelling to a conference when the expenses for a meal has been agreed in advance with your manager.

Where you are in any doubt or you wish to seek clarification, you should speak with your Line Manager.

All expenses should be approved and agreed beforehand by your Line Manager

Please be aware that any costs incurred by you, or expenses claimed by you, which are considered by Aire Rivers Trust to be excessive, unnecessary or unreasonable will not be reimbursed to you by the Trust.

3.5 Travel Time

In normal circumstances travelling to and from your normal place of work will not be paid and does not form part of your working time. However, where you are being required to travel to other locations in order to undertake your duties all arrangements and expenses will be agreed with you beforehand with your Line Manager.

3.6 Absence

If you are unable to attend work for whatever reason you (or, in exceptional circumstances, someone on your behalf) must notify your Line Manager as soon as possible and preferably by 9.30 am on your first day of absence, and at the latest by 10.00 am.

Details of the full procedures relating to absence due to illness or injury are given later in this Handbook.

3.7 Attendance and Timekeeping

Punctuality is an important feature for working for Aire Rivers Trust and persistent lateness and unauthorised absenteeism will be dealt with under the Trust's Disciplinary Procedure.

4. NOTICE TO TERMINATE EMPLOYMENT

4.1 Notice Conditions

The notice, which you must give and receive to terminate your employment, is detailed on your Statement of Terms and Condition or otherwise as required by statute. Notice to terminate your employment should be given in writing to your Line Manager. You must expect that you will be required to work the period of your notice.

During the notice period, if you fail to attend work, or to work normally, the Trust has the right to terminate your employment without obligation to any remaining period of notice.

The Trust reserves the right to offset any outstanding accrued holiday entitlement against all or part of the notice period.

The right is also reserved to make payment in lieu of notice.

In the event of dismissal due to gross misconduct, the Trust will terminate your employment without notice (see Disciplinary Rules and Procedures).

4.1.1 Garden Leave

During the notice period you may be required not to attend for normal duties but to remain available for work if necessary. This is commonly known as "garden leave" and any decision will be at the discretion of the Chair.

5. PENSION SCHEME ARRANGEMENTS

5.1 Auto-enrolment Scheme/NEST (National Employment Savings Trust)

The Government has introduced in a new auto-enrolment pension scheme known as NEST. This is a pension scheme into which every qualifying employee **must** be automatically enrolled by us, as the employer. If you do not want to be part of the scheme, you may 'opt out' by completing a form, but only after we have 'enrolled' you.

If you choose to stay in the scheme you will be required after three months employment to make pension contributions and Aire Rivers Trust will also make contributions on your behalf. Further detail on qualification and contributions is available from the Secretary.

6. HOLIDAY ENTITLEMENT

6.1 Annual Leave

The Trust strongly believes that time away from your place of work to take annual leave is a vital part of enabling an acceptable work/life balance. You are therefore encouraged to ensure that all your holiday entitlement is taken within the year in which it falls due.

In the event that you would require only half a day's absence from work you are requested to wherever possible take it as Time Off in Lieu (TOIL). (Further detail on Toil is included under General Conditions of Employment set out below.) Where you have insufficient TOIL to enable this you must book your leave in half-day blocks (or your pro-rata equivalent) for your half day so as to have minimum impact and disruption to the Trust.

The holiday year begins on 1st April and ends on 31st March each year. Your annual holiday entitlement is 5 weeks for full time employees (the equivalent to 25 working days) and for calculation purposes the payment for these holidays is accrued at the rate of 2.08 days for each complete calendar month worked during the holiday year. This excludes the customary public holidays (see 6.2 later).

After 5 years' service you will receive an additional 5 days holiday leave giving you a maximum annual entitlement of 6 weeks (30 days or pro-rata equivalent) in addition to the customary public holidays as stated under section 6.2.

All part-time employees will receive a pro-rata entitlement based on the above calculations dependent upon their contracted hours of work.

Holidays may only be taken in advance of the amount accrued with the prior approval of your Line Manager.

In addition to the entitlement above the Trust may allow a further one day's paid leave across the Christmas/New Year period, with the specific intent of extending your time off. This will be advised each year, dependent on how the day falls and the needs of the business. In any case you will only be entitled to pay for this day if you are in work and available for work at the time that it falls due. No pro-rata calculation for employees leaving during the year or for employees who are off sick up to the day before Christmas Eve will be given.

You should not pay a deposit for a holiday for which you require time off work, without obtaining prior management approval to that time off. The Trust will not be held responsible for any unrecoverable deposit or other losses incurred by you as a result of a holiday request not being approved by the Trust.

Annual leave during your probationary period may not be permitted (except customary public holidays) unless the Trust was notified at the time of your appointment and has agreed to honour a prior booked holiday. Where you have a prior booked holiday that requires time off from work during your probationary period of your employment, your probationary period will be extended by a time equivalent to your holiday absence.

A previous absence from work may not be permitted to be subsequently taken as holiday, although each case will be considered on its own merits and any decision made will be strictly at the discretion of your Line Manager.

6.2 Customary Public Holidays

In addition to the annual holiday entitlement, you are allowed the following holidays with pay or alternative days as decided by management:

New Year's Day	Spring Bank Holiday Monday
Easter Monday	August Bank Holiday Monday
Good Friday	Christmas Day
May Day	Boxing Day

Part time staff will be paid for bank holidays pro rata, but only those falling within their normal working days.

Owing to the nature of our business, it is a condition of employment that you are prepared to work on a customary public holiday if required to do so. In such instances you will be allowed to take the equivalent time off in lieu at a later agreed time dependent upon the needs of the business.

Unauthorised absence will be dealt with in line with the disciplinary procedure.

6.3 Procedures and Conditions

You should complete a holiday request form for all annual holidays not laid down by the Trust. The request form must be approved beforehand by your Line Manager. Holiday leave sheets will be kept in a central file and transferred to each employee's file at the end of the holiday year. All holiday leave must also be recorded on the employee's time sheet as such and hours credited.

The approval of holidays may be less flexible in certain roles within Aire Rivers Trust and you are therefore requested to book any annual leave as early as possible to avoid disappointment. Employees are expected to organise their holiday leave with due regard for the smooth running of the Trust.

In normal circumstances requests for more than 10 consecutive working days will not be approved. Every request for more than 10 consecutive working days will be considered on its own merits and any decision made will be strictly at the Chair's discretion and dependent upon the needs of Aire Rivers Trust.

In order to manage the holiday absences effectively at least 4 weeks' notice of your intention to take holidays of one week or more is requested. Holidays for lesser periods require a minimum of 2 weeks' notice wherever possible although every request will be considered and will not be declined unreasonably.

However, you are also requested that any TOIL is used up before booking holiday so as to ensure that your TOIL does not become unmanageable.

Management have a duty to ensure that staffing levels are sufficient to ensure that the Trust can operate effectively and for this reason there may be circumstances where requests for leave are turned down if other members of staff have already booked leave at the same time or at times of sickness absence.

You are not normally allowed to carry forward any part of one year's holiday entitlement to a subsequent year and ordinarily annual holiday not taken by 31st March will be forfeited. However, in extenuating circumstances consideration may be given

to allowing a limited number of days carry over but any decision will be strictly at the Chair's discretion and agreement to any request should not be relied upon.

On termination of your employment you will be paid for any holidays accrued but not taken in that year. However, in the event of your having taken holidays in excess of those accrued in the holiday year then the appropriate deduction will be made from your final wages/salary.

The right is reserved to utilise any accrued holiday entitlement/pay against any part of your entitlement to pay during notice where it is deemed appropriate by the Trust. Any decision will be strictly at management discretion and based on the needs of the business subject to appropriate notice being given to you.

Aire Rivers Trust welcomes employees from different religious and cultural backgrounds and recognises the needs of everyone to attend their own religious activities outside the recognised bank holidays. Whilst we will do everything possible to agree to leave at this time we cannot guarantee that a request will be approved and any decision will have to be based on the needs of the Trust and taking into account the number of other staff who may already have had leave approved for the same time.

6.4 Medical Appointments

It is expected that all non-emergency appointments with doctors, dentists, opticians, etc. should be made outside your normal working hours using the flexible working and TOIL arrangements. Where this is impracticable, appointments may be made during working hours but these should be made at the beginning or end of your working day to minimise disruption to work and with the prior permission of your Line Manager. There may be no entitlement to pay in such cases.

When making appointments you must ensure that you are still able to fulfil your responsibilities and the appropriate colleagues are aware.

7. SICKNESS AND SICK PAY PROCEDURES

In the event of your absence from work due to personal sickness or injury, the Trust is only responsible for paying you Statutory Sick Pay (SSP) providing that you qualify.

The Trust does not currently operate its own Sick Pay Scheme but may at its discretion consider other sickness payments.

7.1 Providing proof of sickness

We will always require you to provide one of two forms of proof of your sickness, as below.

7.1.1 Self-certification

If you are unavailable for work due to sickness for 7 days or less (including non-working days such as weekends and public holidays) you do not need to provide a sick note or other proof of sickness from a medical professional. However you are required to provide a written self-certification indicating the reasons for your sickness. This will typically be an email to your line manager.

7.1.2 Professional certification

You must provide a doctor's 'fit note' (sometimes called a 'sick note') if you have been ill for more than 7 days in a row and have taken sick leave. This includes non-working days, such as weekends and public holidays.

7.2 Sick leave and holiday

Statutory holiday entitlement is built up (accrued) while you are off work sick.

Any statutory holiday entitlement that is not used because of illness can be carried over into the next leave year. If you are ill just before or during your holiday, you can choose to take it as sick leave instead.

You may also ask to take paid holiday for the time you are off work sick. You might do this if you do not qualify for sick pay, for example. Any other rules relating to sick leave will still apply.

7.3 Pay

When you change your holiday to sick leave you will be paid Statutory Sick Pay which will count towards the amount of holiday pay you have received. The exceptions to this rule are:

- If you do not qualify for Statutory Sick Pay
- If you were off work sick and being paid 'occupational sick pay' (Note that, at present, the Trust does not offer an occupational sick pay scheme.)

7.4 Returning to work

In the event that your sickness results in a disability, we will make 'reasonable adjustments' which could include working shorter hours or adapting equipment you use at work.

Employees can get advice from Acas on managing health conditions at work and returning to work from sick leave.

7.5 Long-term sickness

If you are off work sick for more than 4 weeks you may be considered long-term sick. A long-term sick employee is still entitled to annual leave.

7.5.1 Dismissing a long-term sick employee

As a last resort, the Trust can dismiss an employee who is long-term sick, but before we can do this we will:

- consider if and when you can return to work - such as by working flexibly or part-time, doing different or less stressful work (with training if necessary)
- consult with you about when you could return to work and if their health will improve

You can take your case to an employment tribunal if you think you have been unfairly dismissed.

8. GRIEVANCE PROCEDURE

It is important that if you feel dissatisfied with any matter (e.g. your existing conditions of employment, any contractual matter or indeed any Board issues) you have an immediate means by which such a grievance can be aired and resolved. The Grievance Procedure may also be instigated if any employee feels they have been subject to unreasonable behaviour or actions within work.

You have a statutory right to become a member of a Trades Union. If you are a member of a Trades Union then any reference below to being accompanied by an employee also includes being accompanied by a Trades Union representative.

If you have such a grievance on any matter during the course of your employment you should:

8.1 Informal Resolution

If a conflict or grievance is against another member of staff or your Line Manager or Board member, you should attempt to resolve it with him/her informally before entering the following formal procedure. One way of doing this may be through the appraisal and line management processes already in place.

Where this is not feasible, you should request a meeting and raise the grievance verbally and informally; the object of this meeting is to reach a mutually satisfactory outcome and agree action to remedy the grievance so that formal action is not necessary. You may bring a work colleague into this meeting to support you and help explain your concerns.

We would always encourage you to consider engaging in a structured but more informal meeting, perhaps off site, to share and be open with your concerns or the issues to hand as a way of trying to find a resolution outside of a more formal process.

Resolving the grievance informally may involve discussions with other members of staff. This should only be done by mutual agreement and should be kept to a minimum. The need for confidentiality must be respected at all stages.

You should not take a grievance direct to a Board member in the first instance unless your grievance is with a Board member.

No member of staff or member of the Board of Directors may take part in this procedure if they are (or are likely to become) involved in any potentially ongoing grievance process or appeal. If you do need to speak with a Board member you should speak with any member with whom you are comfortable but please note that this should only be in exceptional circumstances.

An alternative would be to speak with a member of management who may be prepared to have a conversation on behalf of you/a staff member. In this case such action does not automatically trigger the formal process.

A short written record of any outcome/action should be made and signed by both parties, made known to the Chair and placed in the employee's personnel file.

If the grievance remains unresolved you may wish to start the following formal procedure.

8.2 Formal Grievance

Raise the grievance in writing with your Line Manager explaining fully the nature of your grievance.

8.3 Grievance Hearing

A hearing will be arranged wherever possible within 5 working days, to discuss your grievance in more detail and you will have the right to be accompanied by a work colleague or a trade union official. If appropriate an investigation will then be undertaken.

8.4 Investigation

An investigation will be undertaken before any final decision is made and you will be entitled to have a copy of the investigation material in the event that the investigation proceeds to a formal grievance.

Generally you would be expected to continue normal working unless this is not possible, in which case individual circumstances will be considered and the final decision made by the Chair in consultation with another Board Member if necessary.

Time limits may be extended with the agreement of all parties concerned. Where they are extended clear reasons for the extension of time/delay must be recorded at each stage.

8.5 Outcome

You will be given the details of the outcome in writing and you will be given the right to appeal.

8.6 Grievance Appeal

If you are not satisfied with the decision made, you have the right to appeal to against the decision by submitting in writing full written grounds within 5 working days of the outcome. You should write to either the Chair if they have not already been involved in the grievance but otherwise you should lodge your appeal with another Board member.

Where it is deemed appropriate further investigations may be undertaken with any decision at the discretion of the person leading the grievance appeal.

An appeal hearing will generally be held wherever possible within 10 working days of your appeal. You will retain the right to be accompanied as stated above and you will be given a full opportunity to state your case. However if there are specific extenuating circumstances, the hearing may have to be deferred for longer than 10 working days. In this case an explanation will be provided.

The outcome of the appeal will be made known to you in writing usually within 5 working days of the hearing, giving the reasons for the decision.

This decision will be final.

8.7 Link with Disciplinary Procedure

If, during any grievance process, other issue(s)/allegation(s) concerning another employee come to light, the Trust may find it necessary to initiate appropriate disciplinary action.

Should the situation arise where both a grievance and a disciplinary process are appropriate courses of action, the Trust will determine whether these can reasonably be conducted concurrently or whether one process should be completed, with a decision being determined, before the other is initiated. That decision would be taken by the Chair.

8.8 Request to Refrain from Working

In cases where there is reasonable ground for believing that continued presence at the place of work of an employee connected with a grievance will be detrimental to the progress of the grievance procedure, the progress of any investigation and/or the continued working of the Trust, or conversely if it would be in the best interests of the employee to be away from work, the employee may be suspended or asked to 'refrain from working' for a period, on full pay, while the investigation is undertaken.

The terms of refraining from work will be conveyed to the employee in writing by the person who is leading the process. During this time, the employee may be required to surrender their keys to any of the employer's premises, and to comply with any other conditions as reasonably required by management. In any case confidentiality will be a pre-requisite to ensure the investigation is not prejudiced in any way.

A decision to suspend an employee or to ask an employee to 'refrain from working' is not a disciplinary action in itself and will not be counted as such. Furthermore, such action should not be considered as implying guilt. Employees will not necessarily be given any notice of such a decision.

9. DISCIPLINARY PROCEDURES AND APPEALS

9.1 Introduction

Where appropriate the Trust will always consider alternative routes to disciplinary action, i.e. conflict resolution via mediation or discussion that may involve third party involvement.

The rules set standards of performance and behaviour whilst the procedures are designed to help promote fairness in the treatment of individuals. It is the aim of the rules and procedures to emphasise and encourage improvement in the conduct of individual employees where they are failing to meet the required standards and not as a means of punishment.

Every effort will be made to ensure that any action taken under this procedure will be fair, with the employee concerned being given the opportunity to state their case at a hearing and to appeal against any decision they consider to be unjust.

The following procedure should ensure that:

- All employees are fully aware of the standards of performance, action and behaviour required of them.
- Disciplinary action, where necessary, is taken speedily and in a fair and consistent manner.
- An employee will only be the subject of disciplinary action after careful investigation of the facts and the opportunity to present his/her side of the case.

It is not practicable to specify all offences which may result in disciplinary action, as circumstances may vary depending on the nature of the work and the misconduct.

Even a minor infraction may be treated as serious misconduct depending on the circumstances that may apply at the time.

Failure to comply with the following general rules will render you liable to disciplinary action and where no improvement is forthcoming, possible dismissal. This list is not exhaustive:

9.2 Behaviour at Work

- 9.2.1 You should behave with civility towards your fellow employees and rudeness will not be tolerated towards customers or members of the public. Objectionable or insulting behaviour or excessive bad language will render you liable to disciplinary action.
- 9.2.2 You must use your best endeavours to promote the interests of the Trust and shall, during your normal working hours, devote the whole of your time, attention and abilities to its business and affairs.
- 9.2.3 Any involvement in activities, which could be construed as being in competition with the Trust, is not allowed unless prior approval has been given due to the appropriateness of such a situation. However, this rule is not intended to prohibit genuine 'networking' or 'building partnerships' with other Companies that are approved and transparent and for the benefit of Aire Rivers Trust. If you are unclear on this matter you should seek clarification from your Line Manager or the Chair.
- 9.2.4 Activities which result in adverse publicity to ourselves, or which cause us to lose faith in your integrity, or which may bring the reputation/name of the Trust into disrepute, may give us grounds to take disciplinary action. This applies to your activities outside working hours as well as during working time (including time whilst away from your normal place of work).
- 9.2.5 You shall not, during or after the termination of your employment, disclose to any person whomsoever or use for personal gain any confidential information regarding the Trust, its business or trade secrets that you have learned during your employment with the Trust.
- 9.2.6 All reasonable requests from a member of management are to be followed.
- 9.2.7 Unauthorised use of any Trust equipment and communication networks including e-mail, internet, business telephones, fax machines, mobiles, voicemail systems, etc. is a disciplinary offence. For clarification please refer to the policy on this subject which is found under the section titled 'Computer Controls and Policies' within the General Conditions of Employment.

9.3 Trust Property

- 9.3.1 Use of Trust property for any purpose other than normally defined duties is not permitted.
- 9.3.2 Unless required for business purposes Trust property of any type is not to be taken away from the premises without prior written management approval.
- 9.3.3 You must immediately notify the appropriate member of management of any damage to property or premises.
- 9.3.4 You are responsible for the care and safekeeping of any tools, equipment or clothing provided to you by the Trust. The Trust reserves the right to charge for any items that are unaccountably lost, damaged by you or not returned on

termination of your employment. Any such deduction will be made through the payroll automatically, after notice has been given by the Trust of its intention.

9.4 Health & Safety

- 9.4.1 At all times you must abide by the general health and safety rules and procedures of the ART's Health and Safety Policy.
- 9.4.2 The Trust will do all in its power to ensure the wellbeing and safety of all its employees. Any action by you which endangers the health or safety of yourself, other employees or other persons, will lead to disciplinary action being taken and could result in dismissal.
- 9.4.3 All accidents, no matter how slight, whether involving an employee or member of the public, must be reported and entered into the Accident Book. False statements or deliberate interference with evidence following an accident or dangerous occurrence is a serious offence.
- 9.4.4 Smoking is not permitted in premises or sites used by Aire Rivers Trust. This applies equally to the smoking of electronic cigarettes.
- 9.4.5 Client/customer rules on smoking must be observed when you are working away from Aire Rivers Trust premises.
- 9.4.6 Any potential hazard or unsafe conditions must be reported to your Line Manager, who will take appropriate investigations and implement any necessary changes in risk assessments or working practices.
- 9.4.7 All staff are responsible for the cleaning up of any mess or spillage, however caused, without delay or discussion.
- 9.4.8 Failure to undertake an appropriate risk assessment where needed or failure to adhere to an existing risk assessment, may lead to disciplinary action.

9.5 Working Standards

- 9.5.1 If your work and/or work rate is not maintained consistently to a satisfactory standard, disciplinary action leading to the termination of employment will result.
- 9.5.3 You should not take audio or visual recording by whatever means, of Trust premises, activities, employees or third parties (whether or not on Trust premises) without the knowledge and/or authority of all parties included in the recording and your line manager. Unless agreed otherwise, all such recordings may be used only for purposes associated with the work of the Trust.

RULES COVERING GROSS MISCONDUCT

You may be liable to summary dismissal (i.e. dismissal without notice), if you are found to have acted in any of the following ways. This list is not exhaustive.

- o Stealing from fellow employees or the public
- o Other offences of dishonesty
- o Gross negligence
- o Sexual misconduct at work
- o Fighting, or physical assault
- o Falsifying a qualification that is a stated requirement of the employment
- o Deliberate damage to or misuse of the Trust's property
- o Drunkenness or being under the influence of drugs at work
- o Serious health and safety violations
- o Falsifying records or claims for personal gain.

10. DISCIPLINARY PROCEDURE

This procedure has been designed to ensure that those responsible for initiating disciplinary action through the various stages are clearly identified and that employees can appeal to an appropriate group of people at each stage of the process.

We aim to have a transparent, fair, effective and consultative approach to dealing with issues. If you are unsure of the procedure at any point, please feel free to speak with your Line Manager, in the first instance.

The responsible person or body is identified in the grid below. Other than for gross misconduct and those with less than 2 years' service, any disciplinary action taken will be based on the following procedure:

There will generally be up to four stages of the disciplinary procedure; each designed to cover varying levels of seriousness of the case and also to give a proper sequence for persistent cases. However, the Trust reserves the right to enter the disciplinary procedure at any stage depending upon the circumstances and severity of the offence or to increase the time the warning is valid dependent upon the circumstances.

Similarly the Trust reserves the right not to enter the disciplinary procedure at all if the employee has less than 2 years' service although every case will be considered on its own merits and strictly at the discretion of the Chair.

Where the employee has completed their six month probationary period successfully, there would normally be an investigation undertaken in to any disciplinary allegations.

Stage of procedure		Description	Duration	Responsible person
1st Occasion	Verbal Warning	For a minor offence or offences, a formal oral warning, making it clear that further misconduct will render the Employee liable to further disciplinary action involving more serious consequences. The Employee will be informed of the duration of the warning (e.g. if it will be disregarded after a specified period of satisfactory conduct). The Trust will make a record of the warning.	This will remain on your record for 6 months	Line Manager

2nd Occasion	Written Warning	<p>For a more serious offence, or the commission of a lesser offence after a formal oral warning has previously been given and remains in force, a first written warning setting out the nature of the offence and informing the Employee that further misconduct is liable to result in further disciplinary action under this procedure. Where appropriate, this warning will specify the period for which it is to apply. There may be a provision for it to be reviewed or revoked on the completion of that period of satisfactory conduct.</p> <p>The written warning will include –</p> <ul style="list-style-type: none"> a) the decision to issue the Warning. b) the cause or nature of the offence(s). c) action required of the employee, including details of work performance improvements required in the case of action relating to capability. d) time scale in which improvement is expected. e) any assistance which the employer may make available. f); the length of time the Warning will remain on file. g) the likely consequences of further offences or a failure to improve within the given timescale. h) the right of appeal 	This will normally remain on your record for 12 months	Line Manager
3rd Occasion	Final Warning	<p>For a serious offence which might justify summary dismissal for gross misconduct, but where the disciplinary panel decides that a lesser penalty is appropriate in the circumstances, or for an offence after a first written warning has been given and remains in force, a final (or a combined first and final) written warning setting out the nature of the offence and informing the Employee that further misconduct would render the Employee liable to further action under this procedure, and could result in dismissal. A final written warning may state that it will be reviewed after a period of satisfactory conduct.</p>	This will normally remain on your record for 12 months	Trustee

4th Occasion	Dismissal	Where the case has already involved the Final Warning and insufficient improvement has been made, or for a first occasion offence where the case is of sufficient seriousness to constitute gross misconduct or serious misconduct, the employee may be dismissed. The outcome letter will cover explain the decision, explain the cause or nature of the offence, and give the right of appeal.		Trustee
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10.1 Notes

The disciplinary and grievance procedures are non-contractual and do not form part of your contract of employment. The right is reserved to enter the disciplinary procedure at any stage, depending on the seriousness of the allegations. Any statutory rights will apply, such as the right to be accompanied to a meeting by a trade union representative or work colleague.

You may be required to refrain from working on full pay normally for an up to 10 days or longer if required, for the purpose of carrying out investigations into any alleged offence. Suspension will be kept to a minimum and only last as long as necessary to gather statements and evidence and complete a thorough investigation in to the allegations.

If dismissed for Gross Misconduct you have no right to any period of notice or to receive payment for any outstanding contractual accrued holidays and your statutory entitlement only will apply. At all stages of the Disciplinary and Appeal Procedures you have the right to be accompanied by a fellow employee of your choice, an official employed by a trade union or an official of a trade union who is certified as a worker's companion at disciplinary or grievance hearings.

10.2 DISCIPLINARY APPEAL PROCEDURE

You have the right to lodge an appeal in respect of any formal disciplinary action taken against you or in the event of dismissal for whatever reason. If you wish to exercise this right, you should apply in writing to the Trust within 5 working days of the decision you are complaining against, stating the grounds of your appeal.

A hearing will be held by the Chair or another Board member, wherever possible within 5 working days of your appeal. You will retain the right to be accompanied and you will be given a full opportunity to state your case.

The outcome of the appeal will be made known to you in writing usually within 5 working days of the hearing, giving the reasons for the decision where appropriate.

There will be no further right of appeal.

Where either disciplinaries or grievances are raised we will aim to provide support for all parties affected. This includes a person being subjected to disciplinary action or having a grievance raised against them, as well as anyone who has entered a grievance or provided a significant witness statement in either disciplinary or grievance proceedings.

In terms of having clarity of procedure, a member of the Board will be nominated to offer support to any member of staff who raises any issue of concern.

11 GENERAL CONDITIONS OF EMPLOYMENT (in alphabetical order)

The following general points all form part of your Contract of Employment.

11.1 Appraisals/one-to-one support

Your performance will be monitored and reviewed on a periodic basis through one-to-one support and appraisal with your Line Manager. These are your opportunities to discuss past and future progression, your achievements, to compare your performance against your objectives and to agree and discuss the expectations for the following agreed period.

In cases where a Line Manager has concerns about the capability of an employee to perform the duties of the post for which they are employed to a satisfactory standard, the Line Manager will ensure that these issues are first addressed through the Trust's management and appraisal procedures or sickness procedures.

This will include identifying sources of training for staff, identification of work areas where improvement is needed and detailing the improvement required. If an employee's performance does not improve the disciplinary process may be considered.

You may also receive interim reviews with the Chair. The intention of these reviews is to focus more on personal wellbeing and HR matters as they relate to your work.

11.2 Bullying

It is our policy not to tolerate any bullying behaviour at work towards any person or indeed outside of work if it is in any way connected with work. We believe very strongly in ensuring all our employees receive dignity at work and that everyone is valued as an individual. Irresponsible behaviour can be both harmful, and dangerous. Any such behaviour will be considered a breach of Trust rules and appropriate action will be taken.

If you feel you are being subjected to any such treatment you should contact your Line Manager or the Chair as appropriate. Where possible, all such complaints will remain in the strictest of confidence save for any investigation to ascertain the allegations and undertake any appropriate action.

Some examples of what might constitute bullying are shown below but this list is by no means exhaustive:

- Insulting someone by word or behaviour.
- Ridiculing or demeaning someone.
- Picking on someone.
- Setting someone up to fail.
- Exclusion or victimisation.
- Unfair treatment.
- Overbearing supervision or other misuse of power or position.
- Preventing individuals progressing by intentionally blocking promotion or training opportunities.

11.3 Buying or selling of goods

You are not allowed to buy or sell goods on your own behalf on Trust premises without prior permission. Where approval to do so is given, you must make sure that your activities do not disrupt working practices or adversely affect other members of staff.

11.4 Cash handling

If your job requires that you handle cash on behalf of Aire Rivers Trust (e.g. when you take responsibility for cash for out-of-pocket expenses), and/or volunteers/students/Trust members who may have learning disabilities, you should exercise caution and security and follow any agreed procedures. If this applies to you, you will have been asked to read and sign by way of acceptance a document clarifying your responsibilities.

11.5 Change of contact details

If you change your address and/or contact telephone number or next of kin details, you must ensure that the Secretary and the Chair are notified in writing. You must also notify HMRC of any material change that may be relevant to them.

11.6 Charity collections

Permission to make any collection (including raffle, sponsorships, etc) must be sought from your Line Manager and care must be taken not to make employees feel harassed or obliged into donating and the working day must not be adversely affected by these activities.

11.7 Compassionate leave (this is not a statutory entitlement)

In cases of extreme or urgent family need (such as the serious illness or death of a near relative or partner), you may request compassionate leave with pay. Such a request should be made to the Chair.

Up to a maximum of 3 days special paid leave of absence may be made at the discretion of the Chair in the case of bereavement involving a direct member of family i.e. parent, spouse/partner, brother or sister, or a child. Paid leave of absence of up to 1 day may be permitted for a more distant family member or that of a very close friend.

Further compassionate leave may be granted in cases of special need at the discretion of the Trustees. Such leave should be accounted on time he/sheets as paid compassionate leave.

It is expected that outstanding holiday entitlement be used to provide payment for bereavement leave beyond that which may be authorised.

Every case will be considered on its own merits and any decision will be strictly at the Chair Discretion and dependent upon all the circumstances and the needs of the business.

11.8 Computer controls and policies

The Trust has a General Data Protection Regulation Policy.

In general, all staff are required to observe strictly the following controls and policies:

Computer equipment and software policy

No member of staff is permitted, without prior senior management approval, to load any computer software other than that purchased by the Trust for official business purposes. Similarly, no customer or supplier data is to be installed on a computer without prior approval.

Passwords

Where a computer is given a personal user password for accessing the computer or its files, suitable and satisfactory notification arrangements must be made to ensure the Trust has no difficulty in obtaining access at any time. All passwords should be logged with the Chair.

Passwords must not be easily identified. Users should keep these confidential. Personal computers should not be left unattended whilst the user is logged on. A screensaver, protected by a password, will be displayed when not used for 10 minutes or more.

Internet policy

Internet services should be used for business purposes only.

The following examples of uses of Trust internet services are not acceptable and represent serious misconduct:

- Access or distribution of malicious, obscene or harassing material
- Use for personal gain or personal business transaction
- Purchases, whether business or personal without obtaining prior authorisation
- Downloading of games and images other than for use in a work context
- Buying/selling or surfing on EBay or similar other than for use in a work context

How you use social networking sites and what you say on them is important and whilst ordinarily, what you do in your own time is of no concern to the business, please be aware that if you do, or say, something which has an impact on the Trust it may become work's business.

We may want to speak to you about it and may even consider disciplinary action if we believe that the action could impact on the business's reputation, could bring the Trust's name into disrepute, or could be considered inappropriate or offensive.

With regard to accessing social networking sites within or outside of the workplace you must not:

- make reference to the Trust, its clients, third party contacts, volunteers, students or its employees (unless you have specific authority to do so);
- make offensive, discriminatory, defamatory or inappropriate comments about the Trust, its clients, contact, volunteers, students, suppliers or any of its employees.
- divulge confidential information about, or belonging to, the Trust, or anyone connected to Aire Rivers Trust.

E-mail policy

The use of Trust computer equipment and systems for the sending of personal e-mail messages either internally or externally or the transmitting of confidential information to any person, firm or Trust during the course of normal business is not permitted. The e-mail facility should only be used for Trust authorised purposes.

You are advised that the Trust may exercise its right to check at any time staff e-mail transmissions both incoming and outgoing from any Trust workstation.

Any member of staff discovered to be in wilful breach of this policy will be subject to disciplinary action and/or liable to legal action depending on the circumstances.

11.9 Communications

Information and changes affecting your employment will either be provided to you on an individual basis, or details will be mailed or e-mailed dependent upon the most appropriate channel of communication.

The Trust may install its own intranet or internal shared drive systems as the primary channels of communication within the Trust. You will be notified when these are in place.

11.10 Confidential reporting ('Whistle blowing' – Public Interest Disclosure Act)

This policy is a confidential reporting system available to all employees and agency staff, irrespective of their length of service, or the position they hold within the Trust. We hope you will not have cause to use the policy, however, you should be aware of its availability and purpose.

The main purpose of the policy is to provide you with ready access to a safe and effective means of reporting any matter which can be classified as a 'qualifying disclosures' (see below for clarification) regarding the Trust and/or its employees. In the full knowledge that the matter will be dealt with in the strictest of confidence and you will be protected against suffering any detriment subject to the claim being made in good faith.

Should you discover a situation, which you feel would be best dealt with by means of this policy, you are free to decide to whom you should report the matter, in terms of their seniority/position within the Trust.

Qualifying disclosures

If a worker is to be protected, the disclosure must be one covered by the Public Interest Disclosure Act. A qualifying disclosure is a disclosure which, in the reasonable belief of the worker tends to show one or more of the following:

- That a criminal offence has been committed, is being committed, or is likely to be committed.
- That a person has failed, is failing, or is likely to fail to comply with a particular legal obligation.
- That a miscarriage of justice has occurred, is occurring, or is likely to occur.
- That the Health or Safety of any individual has been, is being, or is likely to be endangered.
- That the environment has been, is being, or is likely to be damaged.
- That information indicating the occurrence of any of the above has been, is being, or is likely to be deliberately concealed.

The Trust will support employees who make confidential disclosures and protect them from reprisals, or victimisation as long as the disclosure is made in good faith. This applies equally if anyone comes forward in good faith with a concern, which turns out later not to have been justified.

If anyone tries to discourage an employee from coming forward, to express a concern, the Trust will treat this as a serious disciplinary offence.

If an employee is criticised, or victimised, after a concern has been expressed in good faith, this matter will be dealt with under the disciplinary procedures.

It is acknowledged, that it is never easy to report a concern, particularly one that may relate to an unlawful act. However, employees are urged to come forward with any concerns, at the earliest opportunity, so that matters can be dealt with promptly and effectively, before problems can get out of hand.

In the first instance, you may wish to discuss the matter, on an informal basis with your Line Manager although this should in no way dissuade you from making a formal report where appropriate.

11.11 Confidentiality

You must not during or after the period of your employment divulge to any outside body any confidential information of any kind but including in relation to Trust contacts, employee or Board members, members/students/agency fees, pricing and/or any other details of business connections including such of the foregoing that you have introduced into the Trust during your employment.

You shall not remove from the place of your employment any documentation of any description nor take copies of such documentation for your personal use, or the use of a competitor or third party either during your employment or on termination of your employment.

Any information provided by the Trust to you will be regarded as confidential unless it is of a type that would be:

- Freely available to the general public.
- Freely available to members of the Trust's trade or profession.

Notwithstanding the above, in appropriate circumstances there will be a requirement for every employee to share some confidential information amongst other staff members, but this will remain within the context of an essential and appropriate requirement to maintain our service. If you are in any doubt as to what might or might not be considered as confidential information, or whether it is appropriate to share this information with other work colleagues, you must first speak with your Line Manager or the Chair.

11.12 Conflict of interest

No member of staff is to gain special advantage by virtue of their position within the Trust.

For example it is not acceptable for you to use, on a personal basis, the services of a consultant, contractor, professional adviser or other individual with whom you have come into contact via the business, or who has a business relationship with Aire Rivers Trust, without obtaining specific prior written authority from the Chair.

You should avoid entering into any situation where your personal or financial interests may conflict with those of the Trust.

You must act in the Trust's best interests and disregard your personal preference or advantage when dealing with clients, suppliers, contractors, competitors, or any person doing or seeking to do business with the Trust.

Failure to obtain the appropriate written approval or a formal receipt could lead to disciplinary action being taken against you.

11.13 Conflict resolution

The Trust will always initially endeavour to resolve any conflicts in the workplace in an informal way by working with all parties concerned to find a mutually agreeable and appropriate solution. This may include involving third parties where the Trust considers that external intervention may be beneficial.

However the interests of the Trust as well as those of the employees concerned will be taken into account before any decision is made. Where informal conflict resolution is not successful the Trust may have no option but to consider formal disciplinary action.

11.14 Data Protection

In accordance with the Data Protection Act 1998 the Trust hereby notifies you that it holds employment data relating to you for the purposes of maintaining a personal file in respect of your employment and your signature to this statement constitutes your consent to the Trust holding such data and records.

The Trust recognises its responsibilities as an employer to maintain accurate personnel records and to comply with current and future Data Protection Legislation.

Factual information relevant to your role may be forwarded to your Line Manager when and where appropriate.

In addition to the above the Trust will use (including but not exclusively for advertising, marketing, networking, etc) the Internet, web sites, e-mails, social networking sites and various other channels (not exclusively electronic) for the benefit of the business. As part of that we may wish to post a picture/photograph of you as a link to our business and in signing this you agree to consent to this, in reasonable circumstances.

This may include post-employment as well as during employment, where it is considered inappropriate or not feasible to reprint or reproduce the information immediately after someone has left our employment. In any case this type of information will generally be reviewed and updated on an annual basis.

If you have any concerns or objections to this please let your Line Manager know.

11.15 Disclosure and Barring Service (DBS)

All applicants/employees who work with young or vulnerable people are required to have an acceptable DBS report. For more details see our Safeguarding Policy.

On joining the Trust you will be required to produce an appropriate report. Until a satisfactory report has been obtained, you must not work alone with children or vulnerable adults. Your Line Manager will ensure that you are accompanied during any and all work carried out for Aire Rivers Trust until we receive a satisfactory report.

On sight of an acceptable report a note will be retained on your file of the reference number. Under the current legislation you must give us written authority to allow us to provide any relevant information obtained from your CRB report about you to your Line Manager. This will be discussed in more detail with you when you start in our employment.

For more details on the process you should refer to your Line Manager or the Chair.

If whilst working for Aire Rivers Trust there are any changes to your criminal records, especially if this may impact on or affect your work or the client group with whom you work, you must inform the Chair immediately.

11.16 Drugs and alcohol

The Trust does not condone drinking alcohol or alcoholic beverages during the normal course of your working day and any abuse of this type of activity will be dealt with through the Trust's disciplinary procedures and could even lead to dismissal. Notwithstanding the above, we do accept that there may be occasions through the course of your employment (usually outside of the normal working day) when alcoholic beverages are available, for example, a networking event or charitable social occasion. In such situations the Trust condones the consumption of moderate quantities of alcohol.

Illegal drug use is always a disciplinary issue.

11.17 Facilities and resources

Aire Rivers Trust has guidelines regarding the use of the Company's telephones, computers, internet and email. These are designed to provide a clear framework for the use of such facilities and resources, which are valuable business tools and available to all employees. All Aire Rivers Trust's facilities and resources and equipment are provided for use connected with the business of the Company, not the entertainment or personal interests of staff. We must advise you that improper or inappropriate use of any facilities or resources provided by Aire Rivers Trust may lead to disciplinary action.

11.18 Gifts, hospitality/bribery & corruption

Whilst we understand that there will be occasions when members of staff are offered gifts or gestures of a nominal nature/value from members/students/contacts who have been pleased with the help you have given them or with the service we have provided, we are mindful that you should protect yourself from unfavourable allegations of improper practice.

With this in mind and in order to protect you from serious allegations such as favouritism or bribery, we require that if/when you are offered anything other than a gift(s)/gesture of a nominal nature/value, you must declare this immediately to the Chair. If you are unsure as to what constitutes 'nominal nature/value' you should seek guidance from the Chair.

You are reminded that corruptly accepting any gifts or money, which is not for the payment of goods and to be passed to the Trust, can lead to disciplinary action resulting in dismissal and possible criminal proceedings.

The Trust has a Bribery and Anti-Fraud Policy.

11.19 Harassment

It is the Trust's Policy to provide an environment that is free of any type of harassment. Harassment can be defined as:

“Unwanted, uninvited and unwelcome action, behaviour or language by one or more people, against one person or a group of people, which creates an intimidating, hostile, degrading, humiliating or offensive environment within the workplace, **whether intentional or not.**”

Employees may not always recognise that their behaviour constitutes harassment; they must recognise that what is acceptable to one employee may not be acceptable to another.

Any harassment situation will be treated totally individually and without bias, assumption or prejudice.

Every effort will be made to deal with any incident quickly, effectively and with utmost sensitivity and confidentiality. Unless the complaint requires immediate formal intervention the aim of the Trust will be to resolve the situation informally in the first instance. Issues may demand either formal or informal resolution as circumstances around incidents may vary depending on the misconduct identified.

If further intervention is required, complaints of harassment will be dealt with through the grievance procedure and any employee who feels they are the subject of harassment may seek preliminary advice as indicated in the grievance procedure. Any such discussions will be strictly private and confidential with the aim of helping the individual to decide what course of action they wish to take to resolve the issue.

If the matter is referred to the formal stage of the grievance procedure (referred to earlier on in this handbook), a full and thorough investigation will be carried out ensuring that confidentiality is maintained for those involved. Where harassment is confirmed as having taken place, the matter will be dealt with under the disciplinary procedure.

It is the duty of all staff to accept their personal responsibility for the practical application of this policy.

11.20 Intellectual property rights

Under the terms of the Copyright Design and Patents Act 1988 the creation of any new material undertaken by you in the course of your work for Aire Rivers Trust, will become our property. This may include for example (but not exclusively) the creation of scripts, broadcasting materials, DVD's/CD's, web information, courses, learning programmes/resources, etc.

For clarification it will become the property of Aire Rivers Trust if it was made:

- In the course of your normal duties or in the course of duties specifically assigned to you, or
- In the course of your duties, and at the time of writing/creating/developing/composing any new material of whatever nature, you have a particular obligation to further our interests.

You must transfer the legal and beneficial ownership of any such intellectual property rights to the Trust with the intent that they shall automatically become Trust property upon them coming into existence.

You shall at the Trust's request and expense do all such acts and execute all such documents as the Trust may consider necessary, in order to maintain or protect the title to such rights in the Trust or its nominees or to assist in any disputes concerning such intellectual property rights.

11.21 Keys

You may be given a set of door keys and a fob for the building and these must be kept safe at all times. They must not be left unattended at any time and when asked to lock up you must ensure that all doors and windows in our part of the building are securely locked and any other final checks and the 'closure' procedures are followed to ensure the safety of the premises and our equipment. You must return all such keys and fob on your termination of employment or on request of your manager ensuring that these are signed in/out according to protocol.

11.22 Laptops

If you are provided with a laptop by the Trust for business purposes it must only be used by you, or by another member of staff with your permission or that of the Chair.

Due and proper care must be exercised at all times for computer security in terms of both software loading (see Computer equipment and software policy) and loss of equipment through theft or neglect.

11.23 Letters of reference

Building Societies, finance providers, property providers, etc. may apply to the Trust for a letter of reference on your behalf and your signature to this document is taken to signify that you give your approval to the Trust providing this information on receipt of a written request.

Reference enquiries by other employers may be made to your Line Manager whilst you are currently employed, or for up to three years after you have left. The Chair will approve all references before they are issued.

Open letters of reference will not normally be given.

11.24 Mobile phone policy

This policy provides guidance on the use of mobile phones and you must exercise due care and regard for the following rules:

- Mobile phones issued by the Trust are primarily for business use.
- The monthly billing will be scrutinised by the Trust and the cost of any excessive private calls will be recovered by a deduction from pay. (This policy may be subject to change in the future should the mobile phone contractor or facility utilised by Aire Rivers Trust be changed.)
- If you are using your own mobile for Trust business reasons an appropriate amount can be claimed via your expenses claims based on prior agreed terms.

- Personal mobile phones should ideally be kept switched off whilst you are working. If this is not possible you must ensure that your personal mobile is kept on 'discreet' mode and not used in sessions or rehearsals.
- It is your responsibility to ensure that any other rules at your location of work, applicable to the use of mobile phones, are observed.
- You are not permitted to use a mobile phone on Trust premises for audio or visual recording purposes without the express permission of the Chair.
- You are not permitted to use a mobile phone whilst driving on Trust business under any circumstances (this includes if your vehicle is stationary with the engine running). This includes using a hands free facility. The Trust will not accept any responsibility for liabilities arising from a failure to comply with this policy.

11.25 Parental leave

Aire Rivers Trust will reflect all the statutory entitlements that fall under the Parental Leave entitlements. For more details you should speak with the Chair

11.26 Parking

There are no parking spaces provided for employees at the Albion Mills Business Centre although several 'first come first served' spaces are available for employees and visitors to the centre. Any vehicle parked at Albion Mills or at any other location is left entirely at your risk and the Trust will accept no liability for any damage caused.

11.27 Personal mail

All mail sent to the Trust is regarded as being addressed to the Trust and will be opened unless prior approval has been given by the The Chair.

11.28 Personal property

Liability is not accepted for the loss of, or damage to, personal property brought onto the premises, or any other location. You are recommended not to bring personal items of value to work and, in particular, not to leave any personal items unattended.

11.29 Personal telephone calls

Telephones are provided for business use only. All personal calls must be kept to a minimum but if you need to make an essential call which is of longer duration you are requested to seek prior permission from your Line Manager and to make these in your own time and to record on your time he/sheet as such.

11.30 Public duties

All employees are entitled by law to reasonable unpaid time off for certain public duties. These include:

- A member of a Jury.
- A Justice of the Peace.
- A member of a Local Authority.

- A member of a statutory tribunal.
- A member of a health authority, NHS Trust or Health Board.
- A member of a managing or governing body of an educational establishment.
- A member of a police authority.
- A member of a board of prison visitors or a prison visiting committee.
- A member of the Environment Agency.
- A witness in a court of law.
- A member of any other body at the discretion of the employer.

If you hold a public office as referred to above, and you wish to take unpaid leave to fulfil your duties, you should write formally in the first instance to your Line Manager detailing the date, the purpose and the likely duration of the leave. You must also provide details of the work you have or are likely to have or be involved in at the time of the proposed leave. The matter will then be referred to the Chair and any decision made will be strictly at their discretion and dependent upon the needs of Aire Rivers Trust.

11.31 Redundancy policy

Should circumstances arise where redundancy is seen to be a possibility the first steps will be to reduce overtime to a workable minimum and restrict recruitment.

If redundancies cannot be avoided, consideration will be given to applications for voluntary redundancy and if the selection of employees for redundancy becomes necessary, all reasonable factors will be taken into consideration.

At all times in a redundancy situation, the overriding consideration will be the future needs and viability of the business.

11.32 Relationships within work

The Trust does not wish to stop or to control relationships between employees or third parties connected with the business. However, the Trust considers that it is reasonable and sensible for them to be aware of any such relationship so as to protect both the employee and the Trust from any allegations of favouritism or improper dealings. This is even more relevant for employees who are working away from home.

The Trust wishes to operate a very open and professional working environment in order to enhance working relations and the philosophy of equal opportunities, dignity and fairness for all. In order to try to achieve this we have an Equality, Diversity and Inclusion Policy and have established the following policy on 'relationships within work':

You must disclose to your Line Manager or the Chair, ideally in writing, any relationship or close friendships that you may have with another employee, contractors, consultants, supplier, student, etc. or which arises directly or indirectly via close relatives, through other groups, clubs, associations etc. of which you are a member. A decision will then be made as to whether any action needs to be taken to protect the business activities or the needs of the business.

11.33 Religious and political activities

The Trust has no religious or political bias and does not condone any activity that is offensive to others or causes discomfort to an individual or disruption to working practices. Employees must not feel pressurised in any way into listening to, or participating in, any religious or political activity.

11.34 Retirement

There is no set retirement age from the Trust. At any time during your employment, you are welcome to discuss any future plans you may have with management. If you wish to retire from your employment or discuss your plans for retirement, you should do so by informing management in writing.

11.35 Rights of search

The Trust would like to point out that the 'rights to search' are intended to be a benefit and protection to all employees as well as to the Trust. The right to search may only be initiated when the Trust has 'just cause to do so' and this is intended to offer protection to both employer and employee. Therefore it may include a situation where an employee has raised genuine concerns over potential theft of personal money or belongings.

The Trust therefore reserves the right, in reasonable circumstances, to carry out checks without giving notice, on persons and property (including employee's vehicles), at any time while they are on the Trust's premises or business. It is understood that such checks do not imply suspicion in relation to any individual concerned.

Whilst you will be given an explanation to clarify the need for implementing a search, it is understood that this will be done on a 'strictly without prejudice' basis and should the outcome of the search raise different concerns, the Trust will take such further steps as it feels is appropriate in the circumstances.

Whilst you have the right to refuse to be searched, refusal can constitute a breach of contract, which could result in your dismissal.

11.36 Secondary/additional employment

You must devote the whole of your time, attention and abilities during your hours of work for Aire Rivers Trust to your duties of the Trust.

Prior to undertaking any other employment outside your normal working hours, you should consult your Line Manager or the Chair. In any case you must ensure that it does not interfere or conflict with your attendance and duties with Aire Rivers Trust.

If you already undertake additional/secondary employment you must inform your Line Manager immediately.

Whilst the Trust does not wish to restrict or prohibit you from earning additional income or indeed from working even on a voluntary basis outside your normal working hours for Aire Rivers Trust, it is essential that the Trust exercises its duty of care to ensure that we do not condone breaches of relevant legislation such as the Working Time Directive or Health and Safety legislation.

The right is reserved therefore, in reasonable circumstances, to decline your request to carry out secondary employment or to insist that any secondary employment already being undertaken is stopped.

Under no circumstances are you permitted to use any of the Trust's tools, equipment or property (including vehicles) for the purposes of carrying out secondary employment. Any breach of this Trust rule will lead to disciplinary action, which may result in your dismissal.

11.37 Short-time working, lay off and temporary suspension from work

In the event of a shortage of work for whatever reason, the Trust may find it necessary to introduce an arrangement of short time working, lay off or a temporary suspension from work without normal pay. In either case this will be done within the provisions of current employment law.

11.38 Socialising with clients

As the Trust works very closely with many people, some of whom are young and/or vulnerable, it is essential that you always endeavour to maintain clear boundaries and clear standards of professionalism at all times to ensure you do not put yourself in a compromising situation. Whilst it is acknowledged that building excellent relationships with our service users is an essential part of most of our jobs, Aire Rivers Trust wishes to raise awareness of how some associations could be seen as disadvantageous to some and giving advantage to others. See the Volunteer Policy for more information.

With this in mind you are expected to use your own professionalism and skills to avoid creating a reason that someone could allege favouritism or biased treatment. If you are in any doubt about how to manage this, or how to deal with a particular issue, please speak with your Line Manager (or the Chair in his/her absence).

Persistent or blatant flouting of the guidelines could lead to disciplinary action and may result in your dismissal on the grounds of gross misconduct.

11.39 Standards of dress/appearance

Aire Rivers Trust does not have any formal dress code but each employee should present themselves in a clean, smart and appropriate way, reflective of the working environment and the role they are undertaking.

You may be provided with ART branded clothing. You should wear this in public situations where you are representing the trust.

Personal hygiene must also be of a high standard.

11.40 Statements to the media

The trust has a statement indicating the procedures to be followed in respect of statements to the media, social media posts and other external statements. You should familiarise yourself with this statement.

11.41 Subscriptions

The Trust will refund any member of staff, for fees incurred in renewing their subscriptions with a professional Organisation, where membership is beneficial to, or required by, Aire Rivers Trust, subject to prior approval and strictly at the discretion of the Chair.

11.42 Training

Aire Rivers Trust has a positive attitude towards personal development and welcomes requests for training from employees. However priority will be given to requests for training that has been identified within the Trust business plan and individual

appraisals. It is also important that employees recognise the Trust's need to evaluate any such training and that the employee is able and willing to cascade relevant training received to other members of staff as appropriate.

If you receive training/assessment from a person not employed by the Trust, that involves costs to the Trust either in time or money, and you leave during the 12 months after completion of the training/assessment, a percentage of the costs involved may be payable to the Trust. The amount due will be calculated on a pro-rata basis depending on the length of service following completion.

However, should you leave your employment prior to the end of the course, the full amount incurred by the Trust for the cost of training will be repayable by you.

In addition should you fail to attend a course on which you have been booked, without prior agreement from your Line Manager, an appropriate deduction may be made from your pay and disciplinary action may also follow if the reason for non attendance is not acceptable to the Trust.

On termination of your employment the Trust has the right to deduct any outstanding amount due from your final pay. If the provision of pay is not sufficient to meet the sum involved the Trust will invoice you for the amount due. It is your responsibility to meet this cost.

11.43 Variations to terms and conditions

The Trust reserves the right in appropriate circumstances to change the terms and conditions of your employment and any such variations will be notified to you either by way of general notice to all employees or as an individual notice to yourself personally, whichever is appropriate. Any changes will be made by way of negotiation and appropriate consultation, and the notice given to you by the Trust will be dependent upon your length of service and within legislative guidelines.

11.44 Working time

The Trust adheres to the legislation which falls within the Working Time Directive which states that if an employee works more than 6 consecutive hours he/he/she is entitled to take a minimum of a 20 minute uninterrupted rest break ideally away from their work station (or a minimum of 30 minute rest break for employees under 18 years of age who work more than 4.5 consecutive hours).

The Trust encourages its employees to manage their work/life balance to ensure maximum wellbeing and to avoid unnecessary stress and fatigue.

Working time legislation also limits the maximum number of hours an employee is able to work during the working week.

This is currently no more than 48 hours per week (40 for under 18 year olds) averaged over a 17-week period, unless agreed otherwise by way of a workforce agreement.

Our flexible working system and TOIL facilities aim to help our employees manage their working time.

You are advised to seek clarification from the Chair on any issue that you are not clear in relation to your working hours, rest breaks, holidays, etc.

ENDS