

STAFF HANDBOOK

This is the staff handbook of [*insert name of the Employer*] (referred to in this handbook as “the Employer”). This handbook sets out the policies and procedures of the Employer which apply to your employment. These policies and procedures (which do not form part of your contract of employment) may be reviewed and revised by the Employer at any time. You will be informed of any changes which may be made. You are required to comply with all policies and procedures and any changes made to them. Failure to comply may lead to disciplinary action including dismissal.

1. Medical and Dental Appointments

Medical and dental appointments should be made, where possible, outside normal working hours. The Employer understands that it may not be possible for you to make an appointment outside of normal working hours. In that situation you should, where possible, make your appointment at the beginning or the end of the working day. Except in the case of emergencies, appointments should be arranged with the prior approval of your manager.

2. Compassionate Leave

The Employer understands that unexpected situations may occur in your personal life, for example death of a close family member such as a parent or spouse. As a result of these situations you may make a request to take time off from work on an urgent or emergency basis. You should discuss this matter with your manager who can grant leave at their sole discretion.

3. Training

Any requests for training including attendance at seminars or conferences should be submitted to your manager for prior approval. No bookings for training or training expenditure should be made without prior authorization of your manager.

4. Employer's Property

4.1 The Employer may give you equipment and property (such as laptop computers and credit cards) for the purpose of carrying out your employment duties and responsibilities. You are required to use such equipment and property properly and lawfully.

4.2 You must protect the Employer's equipment and property (whilst under your control or in your possession) from theft, loss, damage or unauthorised use. You must immediately inform the Employer of any theft, loss, damage or unauthorised use of the Employer's equipment or property.

5. Smoking

Smoking at the Employer's premises is prohibited.

6. Alcohol and Drugs

The consumption, use and distribution of alcohol and illegal drugs on the Employer's premises are prohibited. You should not attend work under the

influence of alcohol or illegal drugs. Failure to comply with this policy may lead to disciplinary action including dismissal.

7. Health and Safety

- 7.1 The Employer accepts its responsibilities for your health and safety in accordance with applicable health and safety laws. This policy includes a general statement of the Employer's responsibilities as well as your responsibilities.
- 7.2 The Employer will do all that is reasonably practical to protect your health and provide a safe working environment and shall have regard to:
- adequate control of the health and safety risks arising from work activities;
 - consulting with employees on matters affecting their health and safety;
 - providing and maintain safe plant and equipment;
 - safe handling and use of substances;
 - providing information, instruction and supervision for employees;
 - maintaining safe and healthy working conditions.
- 7.3 You are responsible for taking reasonable care of your health and safety as well as others who may be affected by your acts or omissions. You are required to cooperate with the Employer to enable the Employer to carry out its health and safety obligations.
- 7.4 *[insert specific details of your businesses health and safety policy, organizations and arrangements].*

8. Use of Telephones, E-mail and Internet and other business facilities

- 8.1 The Employer's communication and business equipment are essential to the running of the Employer's business. The Employer's communication and business equipment are to be used for the purpose of the business. They can only be used for limited personal use as described in this staff handbook.
- 8.2 The Employer acknowledges that you may have to occasionally receive or make personal telephone calls. Personal use should be kept to a minimum (e.g. with regards to frequency and duration of telephone calls) so that your duties under your employment contract and the operations and the activities of the Employer's business are not affected.
- 8.3 The Employer's communication and business equipment should be used properly and lawfully.
- 8.4 You should not install onto the Employer's computers any software which is not approved by the IT manager.

- 8.5 You are expected to exercise care when using the internet and communicating using e-mails to avoid transmission and distribution of viruses and other harmful or malicious software. If you suspect that your computer may be infected with a virus or other harmful or malicious software you should stop using it and immediately report this matter to the IT manager so that this matter can be remedied.
- 8.6 E-mails and the internet should not be used to access, send or distribute messages, pictures, jokes or materials which are defamatory, offensive, abusive, pornographic, disability-biased, infringes anyone's intellectual property rights or illegal in anyway. In addition such unauthorized use may expose yourself or the Employer to legal liability including criminal penalties.
- 8.7 The Employer reserves the right to monitor communications including telephone calls, e-mails and use of the internet to detect any unauthorised use of the communications system.
- 8.8 Excessive personal use of the Employer's telephones or any breach of this policy may result in disciplinary action including dismissal.

9. Disciplinary Rules and Procedures

This policy describes the rules and procedures in relation to disciplinary matters.

9.1 Principles

- (i) All allegations, complaints or concerns in relation to you will be fully investigated.
- (ii) If after investigation the Employer considers it appropriate a disciplinary hearing will be held where you will have an opportunity to state your case. You will be given written details of any allegations, complaints or concerns before the hearing.
- (iii) You have a right to be accompanied at disciplinary hearings and appeals by a companion who can be a fellow worker of your choice or a trade union official or a lay trade union official who has been certified by the relevant trade union as having experience or having received training in acting as a companion in disciplinary or grievance hearings.
- (iv) You will be given written details (with explanations) of any decision taken. If applicable you will be informed of the consequences if you fail to change or improve your behaviour.
- (v) You have a right to appeal against any disciplinary decision.
- (vi) You will not be dismissed for a first disciplinary offence except in the event of gross misconduct.

9.2 Rules

You are required to comply with the Employer's policies and procedures and conduct yourself and perform your work in acceptable manner. Breach of these rules may lead to disciplinary action (including dismissal). Examples of the matters which may result in disciplinary action are listed below. The lists of examples below are not intended to cover all possible situations. There may

be other matters which are not contained in the lists which may result in disciplinary action. The frequency or seriousness of an action, conduct or performance may result in it being treated as gross misconduct instead of misconduct or unsatisfactory performance.

Examples of misconduct or unsatisfactory performance which may lead to disciplinary action includes:

- poor timekeeping
- absence from work without authorisation
- carrying out work in an unsatisfactory manner
- misuse of the Employer's facilities
- repeated or serious failure to follow lawful instructions
- harassment of fellow worker

Gross misconduct may lead to summary dismissal (i.e. dismissal without notice). Examples of gross misconduct includes:

- physical violence
- incapacity at work caused by alcohol or illegal drugs
- theft or other acts of dishonesty
- deliberate damage to the Employer's property
- causing loss or damage to the Employer's property or injury to fellow workers through serious negligence
- deliberately accessing internet sites containing pornographic, offensive or obscene material
- a serious breach of health and safety rules
- a serious breach of confidentiality obligations

9.3 Disciplinary Procedure and Actions

Before taking any formal disciplinary action, your line manager if they consider that it is appropriate will attempt to resolve the matter with you by having an informal discussion.

In the event of misconduct, unsatisfactory performance or gross misconduct, the disciplinary actions referred to below can be taken against you. Depending on the seriousness of the matter the Employer can start the disciplinary process at any stage. For example, the Employer can give you a first written warning without giving you a verbal warning.

(i) Verbal Warning

If your conduct or performance is not satisfactory, you will be given a formal verbal warning. A note of the verbal warning will be made. A copy of the note will be given to you. You will also be given reasons for the warning with suggestions to improve your conduct or performance.

(ii) First Written Warning

a) Misconduct

If you have committed misconduct or you have failed to improve or change your behaviour after a verbal warning in relation to misconduct, you will be given a written warning setting out the nature

of your misconduct and the change required in your behaviour and the timescale for the change.

b) Unsatisfactory Performance

If you are performing unsatisfactorily or if you have failed to improve or change your behaviour after a verbal warning in relation to unsatisfactory performance, you will be given a written warning setting out:

- the problem with your performance;
- the required improvement;
- the timescale for achieving this improvement;
- a review date; and
- any support the Employer will provide to assist you.

(iii) Final Written Warning

If you have failed to improve or change behaviour in the timescale set after receiving your first written warning or if the matter is sufficiently serious, you will be issued with a final written warning. The final written warning will contain details of the matter leading to this disciplinary action. Failure to improve or change your behaviour may result in dismissal.

(iv) Dismissal

If your behaviour has not improved or you have not changed your behaviour after your final written warning or you have committed gross misconduct you will be dismissed. Dismissal can be without notice and without pay in lieu of notice depending on the circumstances. In the case of gross misconduct the Employer reserves the right to start the disciplinary procedure at this dismissal stage e.g. dismissal without notice.

9.4 Role of Companion

- (i) Your companion can confer with you during any disciplinary hearing (which includes appeals) and can address the hearing to put your case, sum up your case and respond upon your behalf to any view expressed at the hearing.
- (ii) Your companion cannot:
 - (a) answer questions upon your behalf;
 - (b) address the hearing if you indicate that you do not want them to do so;
 - (c) they cannot use their powers referred to above to prevent the Employer from explaining their case or prevent any other person at the hearing from making their contribution to it.

9.5 Appeals

- (i) You have five working days to appeal against any disciplinary decision made. If you wish to appeal you must send a written notice to the Employer within this five working day period with details of the grounds of your appeal.
- (ii) Where possible an appeal shall be heard by a senior manager who was not involved in the disciplinary decision to which the appeal relates.

- (iii) The results of the appeal will be final and there will be no further right of appeal. You will be given details of the results of the appeal in writing.

9.5 Records

- (i) Written record shall be retained by the Employer in relation to any disciplinary matters which shall include amongst other things, details of any disciplinary decisions and appeals. These records shall be treated as confidential.
- (ii) Records of written warnings shall be disregarded for disciplinary purposes after 12 months or any other period specified in the warning.

10. Grievance Procedures

This policy describes the rules and procedures in relation to any grievance you may have in relation to your employment.

10.1 Grievances

- (i) If you have a grievance you may want to informally discuss the matter with your manager to see if you can resolve it. If this is not possible and you can formally raise a grievance by providing your line manager with written details of your grievance.
- (ii) If your line manager considers it appropriate they shall arrange for a grievance hearing.
- (iii) At the grievance hearing you have the right to state and discuss your grievance.
- (iv) You have a right to be accompanied at grievance hearings and appeals by a companions who shall be a fellow worker of your choice or a trade union official or a lay trade union official who has been certified by the relevant trade union as having experience or having received training in acting as a companion in disciplinary or grievance hearings.
- (v) You will be given written notice of the findings of the grievance hearing.

10.2 Role of Companion

- (i) Your companion can confer with you during any grievance hearing (which includes appeals) and can address the hearing to put your case, sum up your case and respond upon your behalf to any view expressed at the hearing.
- (ii) Your companion cannot:
 - (a) answer questions upon your behalf;
 - (b) address the hearing if you indicate that you do not want them to do so;
 - (c) they cannot use their powers referred to above to prevent the Employer from explaining their case or prevent any other person at the hearing from making their contribution to it.

10.3 Appeals

- (i) You have five working days to appeal against any grievance decision made. If you wish to appeal you must send a written notice to the

Employer within this five working day period with details of the grounds of your appeal.

- (ii) Where possible an appeal shall be heard by a senior manager who was not involved in the grievance decision to which the appeal relates.
- (iii) The results of the appeal will be final and there will be no further right of appeal. You will be given details of the results of the appeal in writing.

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11. Equal Opportunities

The Employer operates a work environment where all employees and job applicants are treated with respect and equally irrespective of race, sex, sexual orientation, marital status, religion or belief or disability. All employees are required to comply with this policy. This policy applies to all aspects of the work environment including without limitation recruitment, promotion, training, disciplinary and grievance procedures and decisions.

Any unlawful discrimination or other breach of this policy may lead to disciplinary action including dismissal.

12. Procedures on Leaving Your Employment

If you are leaving your employment you are required to comply with the procedures set out below as well as any other reasonable instructions given to you by the Employer. On or before your last day of employment:

- (i) You must return all the Employer's property;
- (ii) You must pay the Employer any money owed including outstanding loans;
- (iii) If you have a corporate/business credit card you must pay for all expenditure you have incurred using the credit card.

These policies and procedures are issued at [*insert date*].

I confirm that I have read and understood these policies and procedures and agree to comply with them.

Name of Employee:

Signature:

Date: