



Greenslate Community Farm – Employee Handbook

Welcome to Greenslate Community Farm

Joining Greenslate Community Farm

As a new employee, there are details that we will require from you to ensure that your salary, benefits and employee records are complete and accurate. It is also important that you understand the terms of your offer relating to references, the right to work in the UK, a standard Criminal Records Bureau disclosure and probationary periods.

Personal Details

It is important that we have up to date contact details, including an emergency contact, at all times and you will be asked to provide your personal details on joining. If your personal details such as allergies, address, contact numbers, emergency contact and bank account should change at any time during your employment you must notify your line manager as soon as possible. GCF will treat all personal information in the strictest of confidence.

P45

Your P45 contains information about your tax in the current tax year and details of your current tax code. Your previous employer should have given it to you on leaving. You should retain part 1A and pass the other two sections of the form to your line manager as soon as you join, or as soon as your previous employer has forwarded it on to you.

If this is your first job, or you have not been in paid employment for some time and do not possess a P45, please inform your line manager on joining. You will be given a P46 which must be completed and returned immediately to enable the correct tax code to be applied as soon as possible.

References

Your employment is subject to the receipt of references deemed satisfactory by us. We will seek to obtain at least two professional references, including one from your most recent employment. If you have not been in paid employment for some time we will seek to obtain references from organisations you have been associated with in a professional capacity. A personal referee, that is a reference from a friend or colleague, is not acceptable. We may seek additional references where we are unable to obtain relevant information.

Right to Work within the UK

Under the Asylum and Immigration Act 1996, it is against the law to employ anyone who does not have permission to live and work in the UK. As your employer we have a responsibility for ensuring you do have this right before your employment commences.

You may have been asked to produce one, or two, of a number of specified documents as outlined by the recruiting staff member during the recruitment process to enable us to check proof of your eligibility. If you produced the specified document(s) during the recruitment process then you do not need to do anything else.

If you have not already produced one, or two, of the specified documents to satisfy these requirements, then you must bring one, or two, of the original documents from the list outlined below on the first day of your employment and give this to your line manager. You will not be

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allowed to commence employment with us without the appropriate documentation. We will need to take a copy of the original document(s) and retain them on file.

List of acceptable right to work documents:

- A passport showing the holder, or a person named in the passport as the child of the holder, is a British citizen or a citizen of the UK and colonies having the right of abode in the UK.
- A passport or national identity card showing that the holder, or a person named in the passport as the child of the holder, is a national of an European Economic Area (EEA) country or Switzerland.
- A registration certificate or document certifying permanent residence issued by the Home Office to a national of an EEA country or Switzerland.
- A permanent residence card issued by the Home Office to the family member of a national of an EEA country or Switzerland.
- A current Biometric Immigration Document (Biometric Residence Permit) issued by the Home Office to the holder indicating that the person named is allowed to stay indefinitely in the UK, or have no time limit on their stay in the UK.
- A current passport endorsed to show that the holder is exempt from immigration control, is allowed to stay indefinitely in the UK, has the right of abode in the UK, or has no time limit on their stay in the UK.
- A current Immigration Status Document issued by the Home Office to the holder with an endorsement indicating that the named person is allowed to stay indefinitely in the UK or has no time limit on their stay in the UK together with an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.
- A full birth or adoption certificate issued in the UK which includes the name(s) of at least one of the holder's parents or adoptive parents, together with an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.
- A birth or adoption certificate issued in the Channel Islands, the Isle of Man or Ireland together with an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.
- A certificate of registration or naturalization as a British citizen together with an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.

Disclosure of Criminal Convictions

Due to the nature of our work and individuals being in positions of trust, we demand the highest standards of integrity and honesty from our employees. You are requested to disclose details of criminal convictions and cautions prior to joining, as well as during your employment. Due to the nature of our work, positions are exempt from the general principle of the Rehabilitation of Offenders Act 1974 that spent convictions do not have to be disclosed. Therefore, all prospective employees and volunteers are also required to disclose details of spent convictions and cautions.

Failing to inform GCF of a criminal conviction or caution prior to joining could lead to the withdrawal of an offer of employment. Equally, if an employee fails to disclose any criminal conviction or caution issued during their employment, they may be subject to disciplinary proceedings for gross Misconduct.

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We will obtain a Standard Disclosure through the Criminal Records Bureau and it is a condition of your employment that you consent to this. Standard Disclosures contain details of all convictions held on the Police National Computer including current and “spent” convictions, as well as details of any cautions, reprimands or final warnings.

Probationary Periods

All offers of employment are subject to a probationary period of six months during which time employees’ performance and conduct will be carefully appraised and monitored. During the probationary period either you, or GCF may terminate your contract, by giving one weeks’ notice in writing.

GCF reserves the right to extend your probationary period should this be considered necessary.

Disciplinary procedures do not apply during the probationary period and GCF reserves the right to terminate your employment at any time during your probationary period if your work performance or conduct is deemed unsatisfactory.

The following guidelines are to assist line managers in making appropriate and accurate decisions in relation to the assessment, training, counselling and development of employees during probationary periods, leading to the final decision whether or not to confirm appointments.

Probationary Review Procedure

GCF is committed to ensuring all new employees receive regular guidance, feedback on progress, advice on targets and expectations, training and development for the purpose of supporting and equipping you to achieve the requirements of your role and successful completion the probationary Period.

Procedures are in place to support the decision-making process, ensuring employees are fairly and consistently assessed against objective criteria.

During the first few weeks of employment new employees will be provided with an introduction to their role, the organisation and relevant procedures, policies, practices and guidelines as part of the induction process.

All employees will participate in supervision meetings during their probationary period to monitor and appraise performance. During these meetings, standards of conduct and performance will be explained to you and feedback provided.

Prior to the end of the probationary period, your line manager will arrange a meeting with you to confirm your appointment, as appropriate. The decision made will take account of supervision meetings, overall progress made, and if standards are not being met, an overall assessment of your suitability for the post and likelihood of achieving the standards required.

GCF may decide to extend the probationary period allowing for more time to reach a final decision. The decision to extend a probationary period will only normally be made if it is deemed likely you will be able to demonstrate the ability to consistently undertake the job to the required standards in the timescales.

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If you have not successfully completed the probationary period, you will be provided with a weeks' notice of termination of employment. In the event that your employment is terminated, consideration may be given to paying you in lieu of working the notice period.

Pay & Benefits

Salary

Your basic salary is paid two weeks in arrears two weeks in advance, on the 15th of each month via bank credit transfer. You will receive a payslip each month detailing all payments and deductions. Whilst every effort is made to ensure accuracy in the calculation and payment of salaries, it is possible that under- or overpayments of salary may occasionally occur, due to the time needed to process and input data of a variable nature.

If this happens and results in an overpayment to you, we will make an adjustment to your pay in the following month. Where the error results in an underpayment to you, it will be corrected in full as soon as possible. If you believe there is an error in your pay, you should notify your line manager immediately. If you do not advise us of a payment to which you are not entitled, this may constitute gross misconduct.

Deductions from Salary

We are legally obliged to deduct income tax (PAYE) and National Insurance contributions from your salary where appropriate. There may also be other circumstances where we are legally obliged to deduct money from your salary, for example, student loans.

We reserve the right in our absolute discretion to deduct any sums which you may owe GCF from your pay, including, but not limited to, any overpayments made to you, losses suffered by the GCF as a result of your negligence, breach of contract or breach of rules.

When you leave, any overpayments or pay in respect of any holidays taken in excess of your entitlement, or any other amounts owing to us, will be deducted from any final pay due to you.

Where the amounts due to us exceed any amount due to you, it is a term of your employment that you repay GCF immediately, unless alternative arrangements are agreed between you and the GCF.

Salary Reviews

There is no contractual entitlement to a salary increase.

Salary Queries

Any questions relating to your payslip or general salary queries should be directed to your line manager

Any queries regarding your tax code and / or tax and National Insurance deductions should be referred to your local tax office.

Travelling and Subsistence Expenses

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In addition to your salary, you are entitled to be repaid by GCF the amount of all reasonable travelling and other expenses properly and necessarily incurred by you in carrying out your duties whilst away from your normal place of work. The allowances may be increased or decreased at the discretion of GCF.

Pension

GCF provides employees with access to a Stakeholder Pension Scheme, the details of which can be obtained from your line manager.

Hours of Work **Working Hours**

Full time employees' normal hours of work are 37.5 hours per week based on Monday to Friday 9am – 5pm with an unpaid lunch break of 30 minutes per day. There is no entitlement to any paid meal breaks.

If you work part time or a different working arrangement applies to you this will be confirmed in writing at the time of appointment.

GCF reserves the right to vary your hours of work to suit operational requirements, for which reasonable notice will be given.

Employees are required to work such additional, reasonable hours as may be necessary to fulfil the requirements of their role, for which time off in lieu will be provided.

Timekeeping and Attendance

Employees are expected to be in their work position ready to start promptly at the beginning of the working day and must not end an activity or leave before the agreed finishing time unless arranged in advance with your line manager, or a member of the Board.

Working Time Regulations

You shall not be required to work in excess of the average working week as stipulated in the Working Time Regulations 1998, unless you agree in writing that this limit should not apply. You should work in conjunction with your line manager to ensure the hours you work do not adversely impact on either your health or your job.

To comply with the Working Time Regulations, employees who work for more than six hours in a day must take at least a 20-minute break from their work.

Holidays, Time Off, Special Leave & Sickness Absence

Holidays

The holiday year starts on 1st January and ends 31st December

In each year, in addition to bank and statutory holidays, your holiday entitlement will be as follow (these are calculated on a pro rata basis for part time employees

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Employees are entitled to 25 working days per year of paid holiday (reduced pro-rata for part-time employees). GCF reserves the right to stipulate that 3 days' holiday are taken over the Christmas period.

Holiday pay is calculated on the basis of your current basic salary.

Entitlement in any holiday year in which you join or leave GCF will be calculated in proportion to the number of complete calendar months worked in that year.

All leave must be agreed in advance with your line manager and you are required to complete an annual leave record form with as much notice as possible. Your line manager must approve all requests and leave will not be granted without your line manager's written approval. Under no circumstances should you make any plans, or book a holiday, before your request for time off has been approved. It is recommended that you give as much notice as possible in order for GCF to approve your holiday request and arrange holiday cover.

Unless otherwise agreed by your line manager, no more than 2 consecutive weeks are normally allowed to be taken at any one time.

We reserve the right to refuse a request for holiday at certain times if this would have a detrimental impact on GCF. Equally, we reserve the right to determine the dates of your holidays if it is necessary for operational reasons.

Normally, holiday not taken by the end of the holiday year will be forfeited and you will not be entitled to any payment in lieu of the unused entitlement. In exceptional circumstances, and with the prior written agreement of the GCF Board, you may be able to carry over up to 5 days' holiday to the following year.

Annual leave which has accrued but not been taken at the end of a temporary contract or when the employment is terminated will be paid in lieu. Likewise any overpayment of holiday will be recovered from your final pay on termination of your employment.

Time off in Lieu

In certain, exceptional cases where extra hours have been worked, employees may be given time off in lieu, provided this has been agreed in writing by your line manager or the GCF Board. The following guidelines apply:

- normal working hours are to be adhered to as far as possible.
- time off in lieu will not usually be given for routine administrative work.
- time off in lieu should be taken as soon as possible and no later than 4 weeks after the additional time worked.
- time owing should not exceed 4 hours – if this occurs, further time cannot be accrued without the prior agreement of the GCF Board.

Time off for Medical Appointments

Wherever possible, dentist, doctor or hospital appointments should be arranged for outside your working hours. Where this is not possible, reasonable time off will be allowed to attend medical appointments as agreed by your line manager or the GCF Board.

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Special and Compassionate Leave

There may be occasions when employees' personal circumstances necessitate the need to request paid and / or unpaid absence from work. This may include bereavement, jury service and time off for public duties and it is our aim to accommodate your needs wherever possible. We will generally agree to requests for time off in line with the following up to a maximum of 10 days. However, time off, whether paid or unpaid, is entirely discretionary and additional days or variations to these guidelines based on individual's circumstances must be agreed by the GCF Board.

It is important that you submit your request in writing to the Chair of the GCF Board and provide us with as much notice as possible. We will confirm whether any requests for leave will be paid or unpaid at the time of your request.

The following are not covered by the Special and Compassionate Leave Policy. If time off is required for anything listed below, then employees should request to take holiday.

- Leave to attend weddings
- Leave to look after pets/animals
- Leave to move house
- Leave to attend interviews (except in a redundancy situation)
- Leave to attend to a domestic crisis that is not directly linked to a person for whom an employee has responsibility as a carer.

This list is not exhaustive.

Bereavement Leave

If you suffer a bereavement in your immediate family, you may be granted up to one week's paid leave. This includes time off to make arrangements for, and to attend, the funeral. In exceptional circumstances, additional paid time off may be granted with the prior agreement of your line manager or GCF Board. Immediate family includes your husband, wife or partner, parents, children, brothers and sisters.

For all other bereavements, you will be expected to take holiday or, where you have exhausted your entitlement, unpaid leave.

Compassionate Leave

In the case of severe domestic distress or upheaval an employee may be granted, at the entire discretion of GCF, up to one week's leave on full pay. In appropriate cases, additional days may be granted, at the GCF Board's discretion.

Jury Service and attending Court as a Witness

We will normally grant as much time off as required if you are called for jury service or to attend court as a witness. Time off will not be paid if you require time off work to answer civil or criminal charges.

You should advise your line manager as soon as you are called for jury service and produce the relevant summons and attendance instruction. You will receive full pay during any jury service but will be required to claim back the maximum reimbursement for loss of earnings from the Court. To

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do this, you will need to give the form sent to you by the Court to the Chief Executive for completion. You can then take it to Court for reimbursement of loss of earnings.

Time off for Public Duties

Reasonable unpaid leave will be provided to individuals holding certain civic or public positions (such as a magistrate, school governor, or councillor) to perform certain duties associated with them. If this applies to you, please speak to your line manager in the first instance to discuss the time off required.

Time off for Dependents

You are entitled to reasonable unpaid leave to deal with an emergency involving a dependent. A dependent is defined as your:

- husband, wife or partner, or; child, or;
- a person who lives in the same house as you (such as a parent, but not tenants or boarders), or;
- any person who reasonably relies on you for assistance or for the provision of care arrangements when they fall ill or are injured.

If you need to take immediate time off for a dependent, you need to advise your line manager by telephone as soon as possible and inform them of the reasons for your absence, in line with our normal absence notification procedures.

The amount of time off agreed will depend on your individual circumstances and judged according to the immediate emergency.

Sickness Absence

All employees have a duty to attend work on time and in accordance with the working patterns and contracted hours of work as set out in their Statement of Main Terms and Conditions of Employment.

If you anticipate requiring time off work for any reason you should seek permission from your line manager in the first instance.

In the event you are unexpectedly late or prevented from coming to work due to sickness, the following notification and certification procedures must be complied with. If you fail to follow the sickness absence notification and certification procedures without good cause you will lose any entitlement to sick pay and your absence may be treated as unauthorised, for which disciplinary action will be taken.

Whilst absent from work you are still bound by the terms of your employment. It is a condition of your employment that you provide us with up to date contact details whilst absent from work and co-operate with any requests from us to maintain contact and provide information relating to your absence.

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Notification of Absence

If you are unexpectedly late or prevented from coming to work, you must contact your line manager by 10am, or as soon as possible on the first day to explain the reason for your absence.

When notifying your manager of an absence due to sickness, you should indicate the date on which the illness commenced, the nature of the illness and if possible, the date you expect to resume work.

If your absence continues after the first day, you must keep your line manager informed and are expected to phone in on each day of absence, unless agreed otherwise with your line manager.

Certification of Absence

If you are absent from work for any reason, including sickness or injury for up to, and including, 7 calendar days, you must complete a sickness forms. These forms are available from your line manager

In addition, employees who are absent for between 4 and 7 days must complete a self-certification form and hand it to your line manager on your return to work.

For periods of absence in excess of 7 calendar days, or as soon as you know that you will be away from work for more than 7 calendar days, you must submit a Doctor's medical certificate to your line manager. Thereafter, medical certificates must be sent to your line manager on a weekly basis unless the certificate covers a longer period. You will also need to complete a sickness form on your return to work.

It is your responsibility to ensure a current Doctor's medical certificate covers your absence at all times.

Statutory and Company Sick Pay

GCF is responsible for paying employees Statutory Sick Pay (SSP). Payment of SSP is subject to certain qualifying criteria set by the Government and dependent upon employees following the GCF's notification and certification procedures. SSP is only payable from the fourth qualifying day of absence, the first three being "waiting days". If an employee is not entitled to SSP they will be advised accordingly.

Statutory and GCF sick pay is paid through the normal payroll procedure and is subject to tax and NI deductions.

Recovery of Damages

When absence results from an occurrence where damages may be recoverable from a third party (e.g. road accident) employees must sign a form undertaking to repay all sick pay received from GCF up to the amount of any damages for loss of earnings received.

Sickness during Holiday

If sickness accruing payments under these provisions occurs during annual holidays, then an employee will be credited with the equivalent number of days' holiday to be taken at a later date. To

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attain this credit an employee must provide a medical certificate for all the days of sickness including the first three days.

Medical Examinations & Reports

If there is a cause for concern over the amount of sickness absence, the reason for absence or your general physical and mental well-being we may require you to be examined by a Doctor, or medical specialist, nominated by us. This is necessary given our duty so far as is reasonably practical to ensure your health, safety and welfare at work. As a result, you must give your consent if reasonably required to do so by us.

In addition, or as an alternative, there may be times when it is necessary to seek a medical report from your own GP or medical specialist regarding your health and capability to carry out your role. Such requests will be subject to the Access to Medical Reports Act 1988.

Management of Sickness Absence

In the case of frequent/persistent illness, if GCF, after consultation with an employee, is concerned about absences, or is not satisfied with the reasons given, he/she may be required to produce a medical certificate when he/she is next absent from work.

GCF may in the case of prolonged and/or recurrent absence from work, seek a report from the G.P and/or a second medical opinion as to the cause of the incapacity and prognosis. GCF will meet all costs incurred, and no steps will be taken without reasonable cause and prior consultation with the employee.

GCF reserves the right to vary its procedure for managing sickness absence depending on individual circumstances.

Leaving Employment

Resignation

If you wish to leave GCF you are required to give written notice of this to your line manager. The minimum notice period you are required to give is 4 weeks.

We reserve the right to pay you in lieu of notice or not require you to attend work during your notice period. Any payment in lieu of notice will be subject to tax and NI contributions.

If we require you to remain away from work during your notice period, we reserve the right not to provide you with work. However, you are required to remain on call at home and are still bound by the terms of your contract. You will be entitled to receive your salary and all contractual benefits, in accordance with the terms of your employment, until the termination date. During this time you are not permitted to work for any other person, firm, corporate body or on your own behalf without the prior written permission of the GCF Board.

Termination by the GCF

Upon satisfactory completion of the probationary period, you are entitled to receive 4 weeks' written notice to terminate your employment. Authority to terminate this employment rests with GCF's Board.

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GCF may terminate your employment without notice, or pay in lieu of notice, if you commit any serious breach, or repeat or continue (after warning) any material breach of your obligations under this agreement or if you are guilty of conduct tending to bring yourself or GCF into disrepute or prejudice the interests of GCF.

DISCIPLINARY PROCEDURE

A full disciplinary and complaints procedure is in place, please read this document in conjunction with this handbook. The document can be located at <https://greenslatefarm.org.uk/wp-content/uploads/2020/11/Complaints-and-grievances-procedure-2021.pdf>.

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

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

Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case and appeal against any decision that you consider to be unjust.

The following rules and procedures should ensure that: -

- The correct procedure is used when inviting you to a disciplinary hearing;
- You are fully aware of the standards of performance, action and behaviour required of you;
- Disciplinary action, where necessary, is taken speedily and in a fair, uniform and consistent manner;
- You will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case. On some occasions temporary suspension on full pay may be necessary in order that an uninterrupted investigation can take place. This must not be regarded as disciplinary action or a penalty of any kind;
- Other than for an 'off the record' informal reprimand, you have the right to be accompanied by a fellow employee, who may act as a witness or speak on your behalf, at all stages of the formal disciplinary process;
- You will not normally be dismissed for a first breach of discipline, except in the case of gross misconduct; and
- If you are disciplined, you will receive an explanation of the penalty imposed and you will have the right of appeal against the findings and the penalty.

DISCIPLINARY RULES

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

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RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT

(These are examples only and not an exhaustive list)

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

- Failure to abide by the general health and safety rules and procedures;
- Smoking in any area;
- Unauthorised consumption of alcohol on the premises;
- Persistent absenteeism and/or lateness;
- Unsatisfactory standards or output of work;
- Rudeness towards customers, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language;
- Failure to devote the whole of your time, attention and abilities to our business and its affairs during your normal working hours;
- Unauthorised use of email and internet
- Failure to carry out reasonable management instructions or follow our rules and procedures;
- Unauthorised use or negligent damage or loss of our property;
- Failure to report immediately any damage to property or premises caused by you;
- Use of our vehicles without approval or the private use of our commercial vehicles without authorisation;
- Failure to report any incident whilst driving our vehicles, whether or not personal injury or vehicle damage occurs;
- If your work involves driving, failure to report immediately any type of driving conviction, or any summons which may lead to your conviction;
- Carrying unauthorised goods or passengers in our commercial vehicles or the use of our vehicles for personal gain; and
- Loss of driving licence where driving on public roads forms an essential part of the duties of the post.

SERIOUS MISCONDUCT

Where one of the unsatisfactory conduct or misconduct rules has been broken and if, upon investigation, it is shown to be due to your extreme carelessness or has a serious or substantial effect upon our operation or reputation; you may be issued with a final written warning in the first instance.

You may receive a final written warning as the first course of action, if, in an alleged gross misconduct disciplinary matter, upon investigation, there is shown to be some level of mitigation resulting in it being treated as an offence just short of dismissal.

RULES COVERING GROSS MISCONDUCT

(These are examples only and not an exhaustive list)

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

- Grossly indecent or immoral behaviour, deliberate acts of unlawful discrimination or serious acts of harassment;
- Dangerous behaviour, fighting or physical assault
- Incapacity at work or poor performance caused by intoxicants or drugs;

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- Possession, supply or use of illicit drugs;
- Deliberate falsification of any records (including timesheets, absence records and so on, in respect of yourself or any fellow employee);
- Undertaking private work on the premises and/or in office hours without express permission;
- Working in competition with us;
- Taking part in activities which result in adverse publicity to ourselves, or which cause us to lose faith in your integrity;
- Theft or unauthorised possession of money or property, whether belonging to us, another employee, or a third party;
- Destruction/sabotage of our property, or any property on the premises;
- Serious breaches of the health and safety rules which endanger the lives of employees, or any other person;
- Interference with, or misuse of, any equipment for use at work that may cause harm;
- Gross insubordination and/or continuing refusal to carry out legitimate instructions;
- Abuse of the protected disclosure provision.

DISCIPLINARY PROCEDURE

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

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

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

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

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

PERIOD OF WARNINGS

Formal verbal warning

A formal verbal warning will normally be disregarded after six months.

Written warning

A written warning will normally be disregarded after twelve months.

Final written warning

A final written warning will normally be disregarded after twelve months.

APPEAL PROCEDURE

You have the right to lodge an appeal in respect of any capability/disciplinary action taken against you.

If you wish to exercise this right you should apply either verbally or in writing to the person indicated on your right of appeal.

An appeal against a formal warning or dismissal should give details of why the penalty imposed is too severe, inappropriate or unfair in the circumstances.

The appeal procedure will normally be conducted by a member of staff not previously connected with the process so that an independent decision into the severity and appropriateness of the action taken can be made.

If you are appealing on the grounds that you have not committed the offence then your appeal may take the form of a complete re-hearing and reappraisal of all matters so that the person who conducts the appeal can make an independent decision before deciding to grant or refuse the appeal.

You may be accompanied at any stage of the appeal hearing by a fellow work colleague of your choice or trade union representative. The result of the appeal will be made known to you in writing within ten working days after the hearing.

GENERAL DISMISSAL AND APPEAL PROCEDURES

This section of the Employee Handbook does not form part of your Contract of Employment but the procedures set out below may apply, where legally required.

Step 1: Statement of grounds for action and invitation to meeting

- Your alleged conduct or characteristics, or other circumstances, which lead us to contemplate dismissing or taking disciplinary action against you, will be set out in writing.
- This statement, or a copy of it, will be sent to you and you will be invited to attend a meeting to discuss the matter.

Step 2: Meeting

- The meeting will take place before action is taken, except in the case where disciplinary action consists of suspension.

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- The meeting will not take unless:
 - a. You have been informed what the basis was for including in the statement, under Step 1, the grounds or grounds in it; and
 - b. You have had a reasonable opportunity to consider your response to that information.
 - You must take all reasonable steps to attend the meeting.
 - After the meeting, you will be informed of the decision and notified of the right to appeal against the decision if you are not satisfied with it.

Step 3: Appeal

- If you wish to appeal, you must inform us.
- If you inform us of your wish to appeal, you will be invited to attend a further meeting.
- You must take all reasonable steps to attend the meeting.
- The appeal meeting need not take place before the dismissal or disciplinary action takes effect.
- After the appeal meeting you will be informed of the final decision.

General Requirements:

The following requirements will be adhered to in respect of the above procedures (so far as applicable):

- Each step and action under the procedure will be taken without reasonable delay.
- Timing and location of meetings will be reasonable
- Meetings will be conducted in a manner that enables both parties to explain their cases.
- In the case of appeal meetings, which are not the first meeting, we will, so far as is reasonably practicable, be represented by a more senior manager than attended the first meeting (unless the most senior manager attended that meeting).

GRIEVANCE PROCEDURE

1. It is important that if you feel dissatisfied with any matter relating to your employment you should have an effective means by which such a grievance can be aired and, where appropriate, resolved.
2. Nothing in this procedure is intended to prevent you from informally raising any matter you may wish to mention. Informal discussion can frequently solve problems without the need for a written record. However, if you wish to raise a formal grievance you should normally do so in writing from the outset. Whilst we will give the same consideration to any grievance that you raise verbally, provided that you make it clear that you wish it to be treated formally, you should be aware that, in most circumstances, the law requires you to provide us with written details of your grievance before taking certain types of legal action.
3. You have the right to be accompanied at any stage of the procedure by a fellow employee who may act as a witness or speak on your behalf to explain the situation more clearly.
4. If you feel aggrieved at any time relating to your work, you should raise the matter with your line manager or alternatively a member of the Board explaining fully the nature and extent of your grievance. You will then be invited to a meeting at a reasonable time and location at which your grievance will be investigated fully. You must take all reasonable steps to attend this meeting. You will be notified of the decision, in writing, normally within ten working days of the meeting, including your right of appeal.

5. If you wish to appeal you must inform your manager within five working days. You will then be invited to a further meeting, which you must take all reasonable steps to attend. As far as reasonably practicable, the company will be represented by a more senior manager than attended the first meeting (unless the most senior manager attended that meeting).
6. Following the appeal meeting you will be informed of the final decision, normally within ten working days, which will be confirmed in writing.

PERSONAL HARASSMENT POLICY AND PROCEDURE

Many people in our society are victimised and harassed as a result of their race, colour, ethnic or national origin, religious belief, political opinion or affiliation, sex, marital status, sexual orientation, gender reassignment, age or disability.

Personal harassment takes many forms ranging from tasteless jokes and abusive remarks to pestering for sexual favours, threatening behaviour and actual physical abuse. Whatever form it takes, personal harassment is always taken seriously and is totally unacceptable.

We recognise that personal harassment can exist in the workplace, as well as outside, and that this can seriously affect employees' working lives by interfering with their job performance or by creating a stressful, intimidating and unpleasant working environment.

POLICY

We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all our employees.

We have published these procedures to inform employees of the type of behaviour that is unacceptable and provide employees who are victims of personal harassment with a means of redress.

We recognise that we have a duty to implement this policy and all employees are expected to comply with it.

EXAMPLES OF PERSONAL HARASSMENT

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

- Insensitive jokes and pranks;
- Lewd or abusive comments about appearance;
- Deliberate exclusion from conversations;
- Displaying abusive or offensive writing or material;
- Unwelcome touching; and
- Abusive, threatening or insulting words or behaviour.

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

COMPLAINING ABOUT PERSONAL HARASSMENT

INFORMAL COMPLAINT

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

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

FORMAL COMPLAINT

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

- The name of the alleged harasser;
- The nature of the alleged harassment;
- The dates and times when the alleged harassment occurred;
- The names of any witnesses; and
- Any action already taken by you to stop the alleged harassment.

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

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

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

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

GENERAL NOTES

If the findings conclude that the allegations are well founded, the harasser will be liable to disciplinary action in accordance with our disciplinary and disciplinary dismissal procedure. An

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employee who receives a formal warning or who is dismissed for harassment may appeal by using our capability/disciplinary appeal procedure.

If you bring a complaint of harassment you will not be victimised for having brought the complaint. However, if the findings conclude that the complaint is both untrue and has been brought with malicious intent; disciplinary action will be taken against you.

EQUAL OPPORTUNITIES POLICY

STATEMENT OF POLICY

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

The aim of the policy is to ensure no job applicant, employee or worker is discriminated against either directly or indirectly on the grounds of race, colour, ethnic or national origin, religious belief, sex, marital status, sexual orientation, gender reassignment, age or disability.

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

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

The policy will be implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Code of Practice.

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

RECRUITMENT AND SELECTION

The recruitment and selection process is crucially important to any equal opportunities policy. We will endeavour through appropriate training to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.

Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of this policy.

Job descriptions, where used, will be revised to ensure that they are in line with our equal opportunities policy. Job requirements will be reflected accurately in any personnel specifications.

We will adopt a consistent, non-discriminatory approach to the advertising vacancies.

All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.

All employees involved in the recruitment process will periodically review their selection criteria to ensure that they are related to the job requirements and do not unlawfully discriminate.

Short listing and interviewing of candidates may be carried out by more than one person where possible.

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Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.

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

Probationary Period

Your first six months of employment are subject to the satisfactory completion of a probationary period. During the probationary period either you, or GCF may terminate your employment by giving one week's notice in writing. We reserve the right to extend your probationary period should this be considered necessary.

Retirement

GCF has no set retirement age.

Any employment over the statutory retirement age will be reviewed on an annual basis with your line manager and/or GCF Board.

Redundancy

In the unfortunate event that GCF has no option but to consider redundancies, we will fulfil our statutory obligations in line with redundancy legislation.

Holidays on Leaving GCF

On termination of your employment, your paid holiday entitlement will be calculated in proportion to the number of completed calendar months worked during the current holiday year and will be paid in your final payment.

We reserve the right to require you to take any outstanding holiday entitlement during your notice period. If you have taken paid holiday in excess of your entitlement, we will deduct the overpayment of holiday pay from your final payment.

If you leave without giving proper notice or are dismissed for gross misconduct, we reserve the right not to pay any accrued holiday pay to which you may otherwise have been entitled, subject to the provisions of the Working Time Regulations 1998.

Obligations on Leaving GCF

On leaving the GCF, you must hand over all files, passes, documents, keys, client lists, records and any other property of, or relating to, GCF in your possession, together with all copies thereof.

In addition, you must not represent GCF in any way or allow yourself to be represented as being connected with GCF in any way.

Good Practice Guide

We are committed to maintaining the highest professional standards in the way we conduct our affairs and in our relationships with clients, volunteers, employees and third parties. The standards we set ourselves are to ensure all our affairs are conducted visibly and in a professional manner. All

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employees and volunteers are expected to adhere to our Good Practice Guide and actively contribute to developing and maintaining a successful and positive working environment based on integrity, trust and high professional standards.

Accidents, Fire Emergency and Medication

All staff and volunteers on induction will be notified who the First Aiders are and where the first aid box is kept.

Dress Code

It is important that we portray a professional image at all times, not just to our clients but also to each other.

You are asked to adopt a common sense approach and not wear clothes which are inappropriate to the workplace or could offend clients, colleagues and partners. We expect your dress and standards of hygiene to be of a high standard at all times.

Alcohol and Drugs Policy

GCF takes its responsibilities in this respect very seriously and any breach of these rules will be treated as gross misconduct and may result in dismissal or in the case of volunteers, termination of our agreement with you.

Any employee or volunteer presenting him/herself at work under the influence of alcohol or illegal drugs will be refused admittance to the premises and will be subject to disciplinary action in accordance with the Disciplinary Procedures. Alcohol and illegal drugs must not be brought on to our premises, or those of third parties. Similarly, you must not be involved in any transaction in connection with the handling, possession, sale or purchase of illegal drugs, or alcohol acquired illegally during the course of your employment or association with us.

Consumption of alcohol on our premises, or those of third parties, except during social activities approved by GCF Board, is strictly forbidden.

GCF and Personal Property

General Obligations

You must treat GCF's property with care to ensure that it is kept safe, in good condition and properly maintained.

We reserve the right to deduct monies from an employee's salary to cover losses or damage to our property arising from negligence, breach of contract or breach of rules.

Where you become aware of a defect which could result in a danger to others, damage or disruption to the business, you must report it to your line manager or the GCF Board.

You must not take our property from the business premises without the prior permission of your line manager. This will normally only be allowed where you need a particular item when carrying out your role whilst working away from our main premises.

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You may be issued with keys to office premises, along with security details. You must not under any circumstances, pass these onto anyone else without the express approval of your line manager or the GCF Board. If your keys or ID card are lost or stolen, you must report this immediately to the Chief Executive. We reserve the right to deduct monies from an employee's salary for the cost of replacing lost keys, including costs associated with replacing locks, and ID cards.

Safekeeping of Property

You are responsible for the safekeeping of your own personal belongings whilst at work. You should not bring unnecessary personal belongings to work and are advised to insure against all risks, as we do not accept liability for any damage to, or loss of, your personal belongings however caused whilst on our premises, or whilst you are undertaking business on behalf of the GCF. For your own benefit don't leave cash or valuables in desk drawers overnight and keep valuables out of sight at all times, as you are responsible if anything goes missing.

Copyright

GCF has exclusive ownership and rights (including copyright) to any documents, designs or other original work, produced or worked on by you during the course of your employment or association with us.

Conflicts of Interest and Other Commitments

During your employment or association with GCF you must not take any other form of employment or work whether of a casual, part time, voluntary, or other nature, without the prior agreement of GCF. GCF will not unreasonably refuse employees from taking other forms of employment, providing this does not represent a conflict of interest or affect an individual's ability to fulfil the requirements of their role.

You must not belong to, be involved, or have any financial or other interest in any business or organisation which gives rise, or may give rise, to a conflict of interest or affects your ability to fulfil the requirements of your role. If you become aware of any such conflict, or are concerned about such a conflict arising, you must disclose this to your line manager without delay.

Confidentiality

In the course of your employment or association with us you may have access to, and be entrusted with, confidential information relating to the affairs, dealings and transactions of GCF and its clients.

You must not at any time disclose or communicate to any other person (other than in the proper performance of your duties or when properly authorised by the Board), or use for your own purposes or for purposes other than GCF's, any of the confidential information relating to GCF and its clients which you may have received or obtained during the course of your employment.

Whilst employees and volunteers, through the nature of their work, will often have access to carer or clients' personal details, it is GCF's policy that this information will be treated as confidential.

Although all employees and volunteers are encouraged to promote the work of GCF, individuals have to be careful not to disclose any confidential information relating to our clients or any third party.

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These restrictions shall continue to apply after the termination of your employment (however it arises) without limit in point of time but shall cease to apply to information which you are required to disclose by law or which comes into the public domain other than by unauthorised disclosure.

Medication Policy

GCF has no medically trained staff. Employees and volunteers must not under any circumstance offer medical advice or become involved in administering medication of any kind.

Mobile Phones

Some members of staff may be supplied with a mobile. Phones must be returned to your line manager on termination of employment.

If you bring a personal mobile phone into the office it should be switched off or turned to silent during the working day.

Press Enquiries and Making Public Statements

You are not permitted to communicate with the media about the affairs of the GCF unless agreed and approved in advance with the Chief Executive. Similarly, you are not authorised to make public statements about GCF to any third party. Any queries or requests for statements from the press or third parties should be directed to the GCF Board.

Personal Legal Liability

Where a civil action connected with an employee or volunteers work is taken out against them personally, providing the individual has carried out his/her duties in accordance with GCF's policies, then GCF will assist that individual in every way possible.

Signing In

In the interests of safety, all persons entering the building must sign the fire book on arrival and departure.

Trade Union Membership

Whilst GCF does not recognise any Trade Unions for negotiation, consultation or representation purposes, any individual is entitled to join a Trade Union.

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HOLIDAY APPLICATION FORM

Name: _____

Date of Application: _____

I request _____ day/s of my holiday entitlement commencing:

_____ to _____ (inclusive)

Supervisor's Signature: _____

Please note reasonable notice should be given for all holiday requests and management reserves the right to reject holiday requests.

Note for Supervisor

Holiday leave request accepted	Yes/No
Holiday leave remaining	days
Comments	

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SELF-CERTIFICATION FORM

This form should be completed in the presence of the appropriate supervisor/manager*, where a sickness absence of between 1 and 7 days has occurred.

Please complete (apart from signatures) in BLOCK CAPITALS

SURNAME: _____

FORENAMES: _____

I certify that I was absent from work due to sickness on (please state day and dates)

From _____ **am/pm** on _____ **day. Date** _____

To _____ **am/pm** on _____ **day. Date** _____

Total days absent _____

The reason for my absence was:

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Signed _____ Date _____

* Accepted/Rejected for payment Date _____

Countersigned _____ Date _____

* Supervisor/Manager

Comments

Entered in Company Absence Record

Signed _____ Date _____