

# GMCT

*Greater Manchester  
Churches Together*

# STAFF HANDBOOK

GMCT - Registered Charity No: 503258

# **GMCT Staff Handbook:**

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## **1.0 WELCOME TO GREATER MANCHESTER CHURCHES TOGETHER (Hereafter referred to as GMCT)**

### **Background to GMCT**

**1.1** GMCT is a registered charity number 503258 and as such is also governed by Charity Law as defined by the Charity Commission. This may vary from time to time and could impact on the Policies and Procedures of GMCT.

### **1.2 Background Information**

Greater Manchester Churches Together (GMCT) is an intermediate body of Churches Together in England (CTE) and we subscribe to the 5 marks of mission of CTE (and the Anglican Communion which can be found at:

[http://www.cte.org.uk/Groups/234703/Home/About/2014\\_strategy/Mission/Mission.aspx](http://www.cte.org.uk/Groups/234703/Home/About/2014_strategy/Mission/Mission.aspx)

The strategic vision for GMCT is “to enable the flourishing of local ecumenism for mission in its many forms”. [*cf. GMCT Constitution below*].

Following a review of GMCT in 2011, a new structure was put in place (October 2012) which consists of three interrelated groups responsible for its governance:

- The Strategic Development Group (SDG) which provides strategy and governance for GMCT and also acts as the Trustee body for GMCT as a registered Charity (503258).
- The Presidents’ Group (PG) which consists of Church Leaders meeting together for mutual support, to promote ecumenical activity and to engage with civic life.
- The Ecumenical Implementation Group (EIG) which consists of the Denominational Ecumenical Officers (DEOs) and fulfils GMCTs duties as a Sponsoring Body.

As a Christian organisation, Greater Manchester Churches Together strives to reflect the principles of Good Governance and the Gospel-led values that should inform our relationships and work practices.

**1.3** We are committed to the principle of equality regardless of race, colour, ethnic or national origin, religious belief, political opinion or affiliation, sex, marital status, sexual orientation, gender reassignment, age or disability. We will apply employment policies that are fair, equitable and consistent with the skills and abilities of our employees and the needs of the business. Any discriminatory act or attitude in the conduct of our business with the public or our employees will not be tolerated.

**1.4** We need your support to uphold our policies to ensure that all employees are accorded equal opportunity for recruitment, training and promotion and, in all jobs of like work, on equal terms and conditions of employment. You must always be conscious of the mission and aims of GMCT.

**1.5** Please study the contents of this handbook carefully as it forms part of your contractual relationship with GMCT and sets out the policies and procedures of GMCT.

## **2.0 JOINING GMCT**

At the start of your employment you will receive training for your specific job, and as your employment progresses your skills may be extended to encompass new responsibilities within GMCT.

### **2.1 Probationary Period**

Your appointment is subject to an initial probationary period defined in your individual Statement of Terms and Conditions of Employment. During this period your work performance and general suitability will be assessed and, if it is satisfactory, your employment will continue.

However, if your work performance is not up to the required standard, or you are considered to be generally unsuitable, we may either take corrective action or terminate your employment without referring to the capability or disciplinary procedure.

At the end of your probationary period you will again be assessed and, if satisfactory, you will become a member of our permanent staff.

We may choose to extend the probationary period in order that corrective action can be taken or terminate your employment without reference to the capability or disciplinary procedure.

In the event of you failing to improve during the extended probationary period, your employment will be terminated without reference to the capability or disciplinary procedure.

### **2.2 Job Description**

You will be provided with a job description for the position to which you have been appointed. Amendments may be made to your job description from time to time in relation to our changing needs and your own ability.

### **2.3 Flexibility**

It is an express condition of employment that you are prepared, whenever necessary, to transfer to alternative duties within GMCT. During holiday periods, etc., it may be necessary for you to take over some duties normally performed by colleagues. This flexibility is essential to allow GMCT to maintain a high standard of professional service and continue to provide an uninterrupted service to our users and clients.

### **2.4 Managing Your Performance**

We will work with you on a continuous basis so that we can maximise your strengths and help you overcome any possible weaknesses relating to your performance in your role. This will largely be through the appraisal scheme, details of which will be made available separately.

### **2.5 Training Courses**

It is a condition of your employment that you are prepared to attend appropriate training/education courses to enhance your professional and personal development. In this regard all employees are expected to maintain a Personal Development Plan.

## **2.6 Changes in Personal Details**

You must notify us of any change of name, address, telephone number, etc., so that we can maintain accurate information on our records and make contact with you in an emergency, if necessary outside normal working hours.

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

If you are supported by a religious denomination you must notify us if there are any changes to your standing/membership of that denomination.

### **3.0 PAY AND GENERAL CONDITIONS**

All full time employees are paid monthly on the 28<sup>th</sup> of the month. Part-time employees may be paid either weekly or monthly as circumstances dictate. There is no additional payment for overtime. All overtime worked must be approved in advance and will be compensated by time off in lieu.

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

You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions that have been made and the reasons for them, e.g. Income Tax, National Insurance, etc.

At the end of each tax year you will be given a form P60 showing the total pay you have received from us during that year and the amount of deductions for Income Tax and National Insurance. You may also be given a form P11D showing non-salary benefits. You should keep these documents in a safe place as you may need to produce them in your dealings with the Inland Revenue and other government departments, or if completing a self-assessment form.

#### **3.1 Travel Expenses**

We will reimburse you for any reasonable expenses incurred whilst travelling on our business, other than the normal journey to and from your normal place of work. You must provide receipts for any expenditure claimed. GMCT will issue guidelines on the payment of Travel and Business expenses.

#### **3.2 Stakeholder Pension**

GMCT operates a stakeholder pension scheme in line with current statutory requirements which allows you to build up a pension fund which you may use to buy an annuity when you are older or retire. The scheme is operated separately to any other pension provision and it is at your discretion and risk whether or not you contribute. The pension provider details will be advised to you upon request.

Contributions to the Scheme will be made once an employee has completed a minimum of 6 months employment with GMCT. The level of contribution by the employer will be in line with current policy and will be on an agreed match funding contribution from the employee.

Current policy is a monthly contribution up to but not exceeding 5% when outlined to you separately in your individual Terms and Conditions of employment.

#### **3.3 Private Pension Scheme Contributions**

Employees completing 6 months' service may apply for a contribution to their Private Pension Scheme if they do not join the Company Stakeholder Pension Scheme. Such payments will be made in accordance with Management Policy at time of approval. Payments can only be dated from the approval date and cannot be back dated.

## **4.0 ATTENDANCE AT WORK**

You must attend for work punctually each day and be ready to perform your duties promptly as your shift begins. This will foster a positive working relationship and support the operational effectiveness of GMCT.

### **4.1 Shortage of Work**

If there is a temporary shortage of work for any reason, we will try to maintain your continuity of employment even if this necessitates placing you on short time or having to lay you off work without pay other than statutory guarantee pay.

### **4.2 Maternity, Paternity and Adoption Leave and Pay**

You may be entitled to maternity/paternity/adoption leave and pay in accordance with the current statutory provisions. If you (or your partner) become pregnant or secure an adoption placement you should notify the Secretary of GMCT at an early stage so that your entitlements and obligations can be explained to you.

#### **Maternity Policy**

##### **Right to Time Off for Antenatal Care**

1. You have the right to paid time off for antenatal care, from the day you start work. This right arises when you are pregnant and have made an appointment to receive antenatal care on the advice of your doctor, registered midwife or registered health visitor.
2. For second and subsequent appointments, you are required to produce a Certificate from a doctor, midwife or health visitor stating that you are pregnant and your appointment card. You should give this information to your Line Manager.
3. You should discuss your likely absences for antenatal care with your Line Manager, giving as much notice as possible and wherever possible try to arrange them as near to the start or end of the day.

##### **Risk Assessment for Pregnant Employees and Mothers**

1. A Risk Assessment will be arranged as soon as you have notified GMCT you are pregnant, this will assess whether or not any amendments are necessary to your role and working environment during the course of your pregnancy. If any hazards are identified then steps will be taken to remove it, this may mean that you're working conditions or hours or role may change.
2. A Risk Assessment will also be conducted should you return to work and advise GMCT that you intend to breast feed.

##### **Maternity Leave Period**

1. You are entitled to take 52 weeks' Maternity Leave, regardless of your length of service, comprising 26 weeks' Ordinary Maternity Leave (OML) followed by 26 weeks' Additional Maternity Leave (AML).

## Ordinary Maternity Leave

1. You are entitled to take 26 weeks' OML. In order to qualify for OML, you must notify your Line Manager by the end of the fifteenth week before your EWC. The notice should include:
  - Confirmation of your pregnancy;
  - Your EWC;
  - The date on which you intend to start your OML (this date cannot be earlier than the eleventh week before your EWC);
  - Your MATB1 certificate from either your Doctor or Midwife stating your EWC.
2. After receiving the notice of the date on which you expect to commence Maternity Leave, GMCT will respond within 28 days to state your expected date of return.
3. Your OML will commence on one of the following dates, whichever is the earliest:
  - On the date you have specified as the start of your OML;
  - If you are absent due to a pregnancy-related reason after the beginning of the fourth week before the EWC, on the day after your first day of absence. You must notify GMCT that you are absent from work wholly or partly because of pregnancy and of the date on which your absence for that reason began, as soon as is reasonably practicable;
  - The day after childbirth occurs, if you give birth before the notified date.
4. If your OML is triggered automatically due to absence or childbirth (as outlined above), you must give your Line Manager notice of the reason for your absence as soon as is reasonably practicable.
5. If you wish to change the date on which you intend to commence your OML you must give your Line Manager at least 28 days notice (unless it is not reasonably practicable).

## Compulsory Maternity Leave

1. You are not entitled to return to work during the two-week period following childbirth. This is known as your Compulsory Maternity Leave.

## Additional Maternity Leave

1. You are entitled to take 26 weeks' AML. AML will commence at the end of your OML period, providing you have complied with the OML requirements set out previously.
2. Your AML commences on the last day of your OML and continues for 26 weeks (i.e. making a total of 52 weeks' Maternity Leave).

## Payment During Maternity Leave

1. You will not receive a salary during OML and AML.

You will qualify for Statutory Maternity Pay (SMP) if:

- At the end of the fifteenth week before your EWC, you have completed 26 weeks' continuous service and your average earnings at the relevant time exceed the lower earnings limit; and

- You give notice to your immediate Line Manager of the date you wish your SMP to begin, **at least 28 days** before that date, or if that is not reasonably practicable, as soon as is reasonably practicable.

If you are not entitled to SMP, you may be entitled to Maternity Allowance. You should pursue this with your local Benefits Agency.

### **Statutory Maternity Pay (SMP)**

1. SMP, if payable, is paid for a period of up to 39 weeks. The details are as follows:
  - The first six weeks are payable at the higher rate of SMP, which is 90% of your normal weekly earnings;
  - The remaining 33 weeks are paid at the lower rate of SMP or 90% of their average weekly earnings whichever is less.

SMP is subject to Tax and National Insurance contributions as if it were pay.

### **Terms and Conditions During OML**

1. During your OML you remain entitled to the benefit of all the terms and conditions of employment which would have applied had you not been absent (apart from remuneration).
2. During your OML, you are bound by all the terms and conditions of your Contract of Employment which includes the implied terms of mutual trust and confidence and good faith, but excludes the term requiring you to work.
3. This means that whilst you cease to receive your basic salary, all other benefits will remain in place.
4. During your OML paid annual leave (both contractual and statutory) that would normally accrue will continue to accrue.
5. If you decide to take AML you will only receive your contractual benefits for the first 26 week OML period after which time they will cease (with the exception of statutory holiday entitlement which will continue to accrue) until such time as you return to work. You will receive SMP for 26 weeks (and for up to a further 13 weeks if you decide to take AML).

### **Keeping In Touch Days**

1. You may, with the agreement of your Line Manager, carry out up to 10 days' work during your Maternity Leave period (except during the first two weeks after the baby is born), without bringing your Maternity Leave to an end.
2. Any work carried out on any day shall constitute a full day's work. This provision does not apply during the two week period commencing on and including the day on which childbirth occurs.
3. Work means any work done under your Contract of Employment and may include training, attending meetings or any activity undertaken for the purposes of keeping in touch with GMCT. However, there is no obligation on either you or GMCT to make use of these days.

You will not be obliged to carry out any work during your Maternity Leave period, nor will you have the right to request work during this period.

4. Any days' work carried out will not have the effect of extending your total Maternity Leave period.
5. Payment for such days' work is to be agreed between you and your Line Manager in advance.

### **Contact During Maternity Leave Period**

1. Reasonable contact between you and your Line Manager or another appropriate member of GMCT is encouraged to facilitate communication. Both you and GMCT are entitled to initiate contact during your Maternity Leave period (for example to discuss your return to work or potential work related issues that may concern you). Such contact will not bring your Maternity period to an end.

### **Returning To Work After Ordinary Maternity Leave**

1. All women may return to work at any time during the 26 week OML period or at the end of this period. If you wish to return before 26 weeks' of leave has elapsed you must give at least 8 weeks' notice in writing to GMCT of the actual date you intend to return to work.
2. If you decide during the OML period that you do not wish to return to work you should give your written notice to GMCT in the normal way.
3. The right to return after OML is a right to return to the job in which you were employed before your absence.

### **Terms and Conditions During Additional Maternity Leave**

1. Your contractual benefits will not continue during the AML period, save as specifically set out below.
2. Your entitlement to statutory holiday continues to accrue during AML, but your entitlement to any contractual holiday in excess of statutory entitlement ceases.
3. During your AML you are entitled to the benefits of:
  - Your employer's obligation of trust and confidence towards you;
  - Any terms and conditions in your contract relating to:
    - Notice of termination;
    - Compensation in the event of redundancy;
    - Disciplinary or grievance procedures.
4. During your AML, you are bound by:
  - The obligation of mutual trust and good faith;
  - Any terms and conditions in your Contract of Employment, relating to:
    - Notice of termination by you;
    - Disclosure of confidential information;
    - Acceptance of gifts;
    - Participation in any other business as laid out in your Contract of Employment.

All other terms and conditions of your Contract of Employment are suspended during your AML.

5. You will receive SMP for up to 13 weeks during AML.

### **Returning To Work After Additional Maternity Leave**

1. You may choose to return to work at any time during the AML period.
2. You must also give at least 8 weeks' written notice of the actual date on which you intend to return to work, if you wish to return to work earlier than the end of AML. Note that if you do not return early, your return date cannot be any later than the end of the AML period.
3. Should you decide at anytime during your AML that you do not wish to return to work you should notify GMCT as soon as possible.
4. The right to return after AML is a right to return to the job in which you were employed before your absence or if that is not reasonably practicable, to another job which is both suitable for you and appropriate for you to do in the circumstances.

### **Paternity Policy**

#### **Entitlement**

1. This policy sets out the rights of employees to paternity leave. In the majority of cases, the person taking paternity leave will be the father. However, a woman is entitled to take paternity leave in certain circumstances, for example when the partner of the birth mother is a woman who has, or expects to have, the main responsibility for raising the child.
2. Subject to the conditions set out below, you are entitled to take paternity leave where the purpose of the absence is:
  - to care for a newborn child, or
  - to support the child's mother.

#### **How Do I Qualify For Paternity Leave?**

1. To qualify for paternity leave you must:
  - have or expect to have responsibility for the child's upbringing; AND
  - be the biological father of the child or the mother's husband or partner; AND
  - have worked continuously for the firm for 26 weeks' ending with the 15<sup>th</sup> week before the baby is due.

#### **Notice of Intention To Take Paternity Leave**

1. You must inform GMCT of your intention to take paternity leave by the end of the 15<sup>th</sup> week before the baby is due, or, where that is not reasonably practicable, as soon as is reasonably practicable.
2. You must give notice in writing of the week the baby is due, whether you wish to take one or two weeks leave and when you want your leave to start.

3. You may change your mind about the date on which you want to begin your paternity leave, by informing GMCT in writing at least 28 days in advance. If it is not reasonably practicable to give 28 days notice, you should give the notice as soon as is reasonably practicable.
4. You must also give GMCT a signed declaration which confirms that the purpose of your absence from work is to take care of a child or support the child's mother, that you are the father of the child (or the mother's husband or partner), and that you have or expect to have responsibility for the upbringing of the child.

### **When Can I Take Paternity Leave?**

1. You can take the leave as either one or two consecutive weeks (not odd days, and not two weeks which are not consecutive).
2. You can choose to start paternity leave:
  - from the date of the child's birth (whether this is earlier or later than expected), or
  - from a chosen number of days or weeks after the date of the child's birth (whether this is earlier or later than expected), or
  - from a chosen date later than the first day of the week in which the baby is expected to be born.
3. Leave can start on any day of the week on or following the child's birth but must be completed:
  - within 56 days of the actual date of birth of the child, or
  - if the child is born early, within the period from the actual date of birth up to 56 days after the first day of the expected week of birth.
4. Only one period of leave is available to you irrespective of whether more than one child is born as the result of the same pregnancy.

### **Statutory Paternity Pay (SPP)**

1. If you are entitled to Statutory Paternity Pay (SPP), this is paid for either one or two consecutive weeks as you have chosen.
2. In order to qualify for SPP, you must comply with the following conditions:-
  - You must notify GMCT that you wish to claim SPP at least 28 days in advance of the date you want the pay to start; and
  - You must supply GMCT with a signed declaration, as explained above; and
  - You must have worked continuously for GMCT for 26 weeks ending with the 15<sup>th</sup> week before the week the baby is due; and remain continuously employed from the 15<sup>th</sup> week before the baby is due up to the birth; and
  - Your average weekly earning must be at or above the lower earnings limit for National Insurance purposes which applies at the end of the 15<sup>th</sup> week before the week the baby is due.
3. The rate of SPP is the same as the standard rate of Statutory Maternity Pay or 90% of average weekly earnings if this is less than Statutory Maternity Pay.

4. Employees who have average weekly earnings below the Lower Earnings Limit for National Insurance purposes do not qualify for SPP. If you do not qualify for SPP, you may be entitled to Income Support whilst on paternity leave. Additional financial support may be available through Housing Benefit, Council Tax Benefit, Tax Credits, or a Sure Start Maternity Grant. Further information is available from your local Jobcentre Plus office or social security office.

### **Terms and Conditions**

1. During paternity leave you will remain entitled to the benefit of all the terms and conditions of employment which would have applied had you not been absent (apart from remuneration).
2. During your paternity leave, you are bound by all the terms and conditions of your Contract of Employment, but excluding the term requiring you to work.
3. After paternity leave, you are entitled to return to the job in which you were employed before the absence, providing that the period of paternity leave was:
  - an isolated period of leave; or
  - the last two or more consecutive periods of statutory leave, which did not include:-
    - any period of additional maternity leave;
    - any period of additional adoption leave; or
    - a period of parental leave of more than 4 weeks.
4. If you return to work after a period of paternity leave not falling within the above, you are entitled to return to the job in which you were employed before your absence, or, if it is not reasonably practicable for GMCT to permit you to return to that job, to another job which is both suitable for you and appropriate for you to do in the circumstances.

### **4.3 Parental Leave**

If you are entitled to take parental leave in respect of the current statutory provisions, you should discuss your needs with your Line Manager, who will identify your entitlements and look at the proposed leave periods dependent upon your child's/children's particular circumstances and the operational aspects of GMCT.

#### **Parental Leave Policy**

##### **Qualification for Parental Leave**

1. You may be entitled to up to 13 weeks' unpaid parental leave per child if you meet the following conditions:
  - You are the parent of a child who is under 5 years of age.
  - You have adopted, on or after 15 December 1999, a child under the age of 18 (the right to parental leave lasts for a period of five years from the date of adoption or until the child's 18th birthday, whichever is the sooner).
  - You have acquired formal parental responsibility for a child who is under five years of age.
  - You have been continuously employed for at least one year.
2. If you have a disabled child you may be entitled to 18 weeks' parental leave up to the child's 18<sup>th</sup> birthday, provided you have been continuously employed for at least one year.

## **Rights and Obligations During Parental Leave**

1. If you qualify, you will be entitled to a maximum leave of 13 weeks to be taken up until each child's fifth birthday (unless the child is adopted or is disabled – see above).
2. During any period of parental leave you will remain employed and certain terms of your employment will remain in force, namely the benefit of GMCT's implied obligation of trust and confidence to you and any terms and conditions of your employment relating to:
  - notice of termination;
  - compensation in the event of redundancy;
  - disciplinary or grievance procedures.
3. You will remain bound by your obligation to GMCT of good faith and any terms and conditions of your employment relating to:
  - notice of termination;
  - disclosure of confidential information;
  - acceptance of gifts or other benefits;
  - your participation in any other business;
  - restrictive covenants.
4. You will not receive pay during any period of parental leave.

## **Return From Leave**

1. At the end of your period of parental leave, you are entitled to return to the same job if the leave was for a period of four weeks or less. If the period of leave is longer, then you will be entitled to return to the same job or, if that is not practicable, a similar job which has the same or better status, terms and conditions as the old job.

## **CONDITIONS OF LEAVE**

The following conditions apply should you wish to take parental leave:

- You may not take more than four weeks' leave in respect of any individual child during a particular year.
- You may not exercise any entitlement to parental leave unless you have complied with any request made by GMCT to produce evidence of your entitlement (e.g. your responsibility or expected responsibility for the child in question; the child's date of birth or date on which placement for adoption began; where you are exercising a right in relation to a disabled child, details of the child's entitlement to a disability living allowance).
- You must give proper notice of the period of leave which you propose to take. This notice must be given to GMCT at least 21 days before leave starts and must specify the date on which the period of leave is to begin and end.
- Where you are the father of the child in question and the period of leave is to begin when the child is born, you should give notice which specifies the expected week of childbirth and the duration of the period of leave and must give this notice at least 21 days before the expected week of childbirth.
- Where the child in question is to be placed with you for adoption, your notice must be given to GMCT at least 21 days before the beginning of that week or as soon as is reasonably practicable

and must specify the week in which the placement is expected to occur and the duration of the period of leave.

- GMCT may postpone a period of parental leave where notice has been given (other than in circumstances immediately after childbirth or immediately after placement for adoption) where GMCT considers that its business would be unduly disrupted if you took leave during the period requested. In such a case, GMCT will allow you to take a period of leave for the same period as identified in your notice which begins on a date determined by GMCT after consulting you, which will be no later than six months after the commencement of that period. GMCT will give you notice in writing of the postponement stating the reason for it and specifying the dates on which the period of leave, which GMCT agrees you may take, will begin and end. That notice will be given to you no more than seven days after your notice was given to GMCT.
- You may not take parental leave in periods of less than one week (except in relation to a child who is disabled).

### **Previous Employment**

Periods of leave taken with a previous employer will be taken into account in calculating your total entitlement.

### **Payment**

Government legislation does not require employers to pay for time taken off. Any time taken off will be unpaid.

## **4.4 Time Off For Dependants**

You may be entitled to take a reasonable amount of unpaid time off during working hours to take action that is necessary to provide help to your dependants. This is a statutory provision which allows for care arrangements to be made. If this occurs, then notification should be made in line with the absence reporting procedures set out in this Employee Handbook.

### **Dependant Leave Policy**

#### **Entitlement**

1. All employees are entitled to take a reasonable amount of time off during working hours to deal with unexpected or sudden problems and to make necessary long term arrangements.

#### **Scope**

- To provide assistance when a dependant falls ill, gives birth or is injured or assaulted
- to make arrangements for the provision of care for an ill or injured dependant
- in consequence of the death of a dependant
- because of the unexpected disruption or termination of arrangements for the care of a dependant
- To deal with an incident which involves your child and which occurs unexpectedly whilst the child is at school/other educational establishment.

#### **Length and Notification of Absence**

1. The amount of leave which can be taken will depend on individual circumstances, although it is envisaged as being no more than one or two days. Although it is often impossible for

absence to be authorised in advance, you are expected to seek authorisation (including providing the reason for the absence) from your Line Manager, at the earliest possible opportunity and confirm the expected duration of the leave as soon as possible.

### **Dependants**

1. A dependant is your:
  - spouse
  - child
  - parent
  - a person who lives with you, other than an employee, tenant, lodger or boarder
  - any person who reasonably relies on you for assistance when he or she falls ill or is injured or assaulted, or who relies on you to make arrangements for the provision of care in the event of illness or injury.

### **Payment**

1. Government legislation does not require employers to pay for time taken off. Any time taken off will be unpaid.

### **Disciplinary Offence**

1. It is a disciplinary offence to misuse the right to take time off to care for dependants by taking it for any other reason other than to deal with an emergency situation (as described above) involving one of your dependants.

## **4.5 Adoption**

### **Adoption Policy**

#### **Introduction**

1. This Policy applies where the adoption placement is due on or after 1 April 2007 and sets out who can apply for Adoption Leave and Statutory Adoption Pay (“SAP”). It also sets out the procedure that should be followed when applying for Adoption Leave and SAP. Please note that paternity leave and pay may be available for employees who adopt a child if they do not apply for Adoption Leave or if their partner takes Adoption Leave. Please ask your Line Manager for further details.

#### **Eligibility**

1. In order to qualify for Adoption Leave, you must:
  - Be newly matched with a child for adoption by a UK adoption agency (Adoption Leave and SAP is not available where a child is not newly matched for adoption, for example where a step parent is adopting a partner’s child).
  - Have worked continuously for GMCT for 26 weeks ending with the week in which you have been notified of being matched with a child for adoption.
  - Have notified the agency that you agree the child should be placed with you on the proposed date of placement.

## **Length of Adoption Leave**

1. You are entitled to take up to 52 weeks' Adoption Leave, comprising 26 weeks' Ordinary Adoption Leave (OAL) followed by up to 26 weeks' Additional Adoption Leave (AAL).
2. You may choose to start your leave either from the date of the child's placement (whether this is earlier or later than expected or from a fixed date which can be up to 14 days before the expected date of placement). Leave may start on any day of the week.
3. Only one period of leave is available irrespective of whether more than one child is placed for adoption as part of the same arrangement. If the child's placement ends during the Adoption Leave period, you can continue Adoption Leave for up to 8 weeks after the end of the placement.

## **Statutory Adoption Pay**

1. During Adoption Leave you will be entitled to SAP for 39 weeks providing you earn on average above the lower earnings limit for National Insurance contributions and satisfy all the other qualifying conditions.
2. The rate of SAP is the same as the standard rate of Statutory Maternity Pay per week or 90% of your average earnings if this is less. If you do not qualify for SAP, you should contact your Adoption Agency as you may be able to receive financial support in relation to your adoption payment. Additional financial support may also be available through housing benefit, council tax benefit or tax credit. Further, you must notify GMCT in writing and/or provide to GMCT, at least 28 days before you wish your SAP to start:
  - The date on which you expect payment to start;
  - The date on which the child is expected to be placed for adoption with you;
  - Documents referred to under the heading "Matching Certificate";
  - That you have chosen to receive SAP and not SPP.

## **Notice of Intention To Take Adoption Leave**

1. You are required to inform your employer of your intention to take Adoption Leave within 7 days of being notified by your Adoption Agency that you have been matched with a child for adoption, unless this is not reasonably practicable. You need to tell GMCT:
  - That you intend to take Adoption Leave;
  - When the child is expected to be placed with you; and
  - When you want your Adoption Leave to start.
2. You can change your mind about the date on which you want your leave to start provided you tell your employer at least 28 days in advance (unless this is not reasonably practicable). As stated above, you must tell your employer the date you expect any payment of SAP to start at least 28 days in advance (unless this is not reasonably practicable).
3. GMCT has 28 days to respond to your notification of your leave plans. GMCT will write to you setting out the date on which you are expected to return to work if the full entitlement to Adoption Leave is taken.

### **Matching Certificate**

1. You must give GMCT documentary evidence from your Adoption Agency as evidence of your entitlement to SAP. GMCT may also ask for evidence of entitlement for Adoption Leave. You should ask your Adoption Agency for this documentary evidence which may be provided in the form of a Matching Certificate, which includes basic information on matching and expected placement date.

### **Contractual Benefit**

1. You are entitled to the benefit of your normal terms and conditions of employment except for terms relating to wages or salary during your 26 weeks' OAL period. During AAL, your employment contract continues and some contractual benefits and obligations remain in force, for example compensation in the event of redundancy and notice period.

### **Keeping In Touch Days**

1. You may, with the agreement of your Line Manager, carry out up to 10 days' work during your Adoption Leave period, without bringing your Adoption Leave to an end. Any work carried out on any day shall constitute a full day's work.
2. Work means any work done under your contract of employment and may include training, attending meetings or any activity undertaken for the purposes of keeping in touch with GMCT. However, there is no obligation on either you or GMCT to make use of these days. You will not be obliged to carry out any work during your Adoption Leave period, nor will you have the right to request work during this period.
3. Any days' work carried out will not have the effect of extending your total Adoption Leave period.

### **Contact During Adoption Leave Period**

1. Reasonable contact between you and your Line Manager or another appropriate member of GMCT is encouraged to facilitate communication. Both you and GMCT are entitled to initiate contact during your Adoption Leave period (for example to discuss your return to work or potential work related issues that may concern you). Such contact will not bring the Adoption Leave period to an end.

### **Return To Work After Adoption Leave**

1. If you intend to return to work at the end of your full Adoption Leave entitlement you do not need to give any further notification to GMCT. If you wish to return to work before the end of your Adoption Leave you must give GMCT 8 weeks' notice of the date you intend to return.
2. You are entitled to return to the same job if you take OAL only. If you take AAL, you are entitled to return to the same job or if that is not reasonably practicable, to a suitable alternative.

## 4.6 Flexible Working

### Flexible Working Policy

#### Entitlement

1. All employees can request flexible working, however there is a legal right to request flexible working arrangements if you:
  - Have worked for GMCT continuously for 26 weeks at the date the application is made.
  - Not have made another application to work flexibly under the right during the past 12 months.
  - Have young children under six years of age (or eighteen years of age where disabled) AND
  - Have responsibility for the upbringing of the child and are making the application to enable you to care for the child.
  - Are the carer of adults.

#### What Can You Request?

1. You can request:
  - a change in hours, times or locations of work.

The change will generally be permanent – unless agreed otherwise.

How to make a request

- i. A request should be made in writing to your Line Manager explaining the nature of the request, when it is proposed to be effective from, how the change will affect GMCT and how you will manage your workload in the proposal.
- ii. You will then be invited to attend a meeting to discuss your application.
- iii. Following the meeting you will be informed in writing of the outcome of your request.
- iv. If you are unsuccessful, you will be given the right of appeal against the decision.

## 5.0 HOLIDAY ENTITLEMENT AND CONDITIONS

Our holiday year begins on 1<sup>st</sup> January and ends on 31<sup>st</sup> December, unless an alternative period is agreed by the GMCT Trustees. Your annual holiday entitlement is based on your service qualification up to the end of the holiday year.

Your annual holiday entitlement is shown in your individual Statement of Terms and Conditions of Employment and you are encouraged to take all of your entitlement to allow for appropriate respite during each holiday year. Therefore you are not allowed to carry forward any annual leave to the next leave year.

You must complete your Holiday Request Form for all holiday requests and have it approved and signed by your Line Manager.

You may not normally take more than 2 working weeks consecutively as holiday.

Holiday pay will be paid at your normal rate through the payroll.

Holiday requests will only be agreed if they are presented on the Request Forms and holiday dates will be allocated on a "first come-first served" basis to ensure that operational efficiency and minimum staffing levels are maintained throughout the year.

A minimum Notice period of twice the number of days requested should be given to GMCT for example:

2 days = 4 days notice in advance of first day of leave;

2 weeks = 4 weeks' notice of first day of leave.

You may be required to take part of your holiday entitlement during our quieter working periods, i.e: July and August, at the discretion of your Line Manager. Reasonable notice will be provided where this is the case.

You will be expected to reserve 2 days of your annual holidays for the Christmas/New Year period. Additional days may be given at the discretion of the GMCT Trustees.

Unpaid holidays are not normally allowed unless express written permission has been given in advance by the GMCT Trustees.

If you are absent from work due to sickness or injury, or for any other reason, other than the ordinary maternity leave period, for more than one month, your holiday entitlement, in excess of the statutory minimum, stops accruing until you return to work.

In the event of termination of your employment any holidays accrued but not taken will be paid for. However, in the event of you having taken holidays in the current holiday year, which have not been accrued pro-rata, then the appropriate payments will be deducted from your final wages/salary. This is an express written term of your contract of employment.

## 5.1 Bank/Public Holidays

In addition to the annual holiday entitlement, we recognise the following Bank/Public holidays:-

New Year's Day	The last Monday in May
Good Friday	The last Monday in August
Easter Monday	Christmas Day
The first Monday in May	Boxing Day

There may be occasions when you could be asked to work Bank/Public holidays or anytime outside normal working hours and as much notice as possible will be given in these circumstances. Should you do so you will be compensated by time off in lieu.

**Holiday Request Form**  
**Greater Manchester Churches Together**

EMPLOYEE NAME	
Holiday Entitlement:	
Days Currently Booked:	
Days Requested:	
Balance Summary:	

I would like to request..... days paid Holiday leave from my current entitlement to be taken:  
 FROM: .....(Date) TO: .....(Date)  
 I will return to work on: .....

Signed (Employee):	
Date Requested:	
Authorised (GMCT):	
Date Authorised:	

It is GMCT Policy to only authorize up to 14 days paid leave during the months of: May, June, July, August and September.

A minimum Notice period of twice the number of days requested should be given to GMCT for example:  
 2 days = 4 days notice in advance of first day of leave  
 2 weeks = 4 weeks notice of first day of leave.

Please retain a copy of this form for your records. If the request is authorized by email, please retain the approval email.

## 6.0 INCAPACITY FOR WORK

### 6.1 Notification of Incapacity For Work

You must notify us by telephone on the first day of incapacity and at the earliest possible opportunity and no later than 9.30 am on the first day of sickness absence, indicating the nature of your illness and the expected length of absence.

Notification should be made personally (or if you are unable to do so, then by a relative, neighbour or friend), to your Line Manager. If this is not possible then you should leave a telephone number upon which you may be contacted by GMCT.

You should try to give some indication of your expected return date and notify us as soon as possible if this date changes.

### 6.2 Certification of Incapacity For Work

Where you are absent for a maximum of five working days you must sign a self-certification absence form on your return to work.

Where your absence lasts longer than five working days you must get a medical certificate from your doctor and forward this to us without delay. Subsequently, you must supply us with consecutive doctors' medical certificates to cover the whole of your absence. In addition, you are required to notify us of your continued incapacity once a week thereafter, unless otherwise agreed.

### 6.3 Pay During Incapacity For Work

You are entitled to statutory sick pay (SSP) if you are absent because of sickness or injury provided you meet the criteria in the current SSP regulations. The first three qualifying days of absence are waiting days for which SSP is not payable. When you are absent for four or more consecutive days you will be paid SSP by us if you are eligible. This is treated like wages and is subject to normal deductions. Qualifying days are the only days for which you are entitled to SSP. These days are normally your working days unless otherwise notified to you. Where a second or subsequent period of incapacity (of four days or more) occurs within 56 days of a previous period of incapacity, waiting days are not served again.

### 6.4 Contractual Sick Pay Scheme

GMCT operates a contractual sickness/injury payments scheme which is calculated on a 12 month rolling year. Payments are made up of SSP topped up to your contracted rate of pay as follows:-

<u>Length of Service</u> (Excluding Period of Sickness)	<u>Payment</u>
Up to 1 year	Sick pay is accrued on a month-by-month basis at 1¼ days per completed month.
After 1 year	1¼ days per complete month worked, up to a maximum of 30 working days (6 working weeks) at full pay, inclusive of any SSP due, in any 12 month period.
Over 2 years	6 weeks at full pay and 6 weeks at half pay inclusive of any SSP due, in any 12 month period.

The above payments are based upon a full-time contract (actual hours of work are defined in your Statement of Terms and Conditions of Employment). Payments to part-time staff will be pro-rata. Any payment made in excess of the above will be at the discretion of the GMCT Trustees.

Failure to abide by the above requirements could lead to disciplinary action being taken and/or entitlement to any payments being invalidated in part or in full.

## **6.5 Compensation/Damages Awards**

Where the circumstances of your incapacity are such that you receive or are awarded any sum by way of compensation or damages in respect of the incapacity from a third party, then any payments which we may have made to you because of the absence (including SSP) shall be repaid by you to us up to an amount not exceeding the amount of the compensation or damages paid by the third party and up to, and also not exceeding, any amount paid by us.

## **6.6 Returning to Work After A Period of Incapacity**

You should notify your Line Manager as soon as you know on which day you will be returning to work. Once you have returned, you should complete a Self-Certification absence form and hand this to your Line Manager, even if you have presented a medical certificate. A return to work interview will be then be conducted by the Line Manager for the purposes of ascertaining your well-being and bringing you up to date with work developments.

Whilst we appreciate that if you are sick you may need time off, you should be aware that continual or repeated absence through sickness may not be deemed acceptable. Therefore we may consider it necessary to seek your permission to contact your doctor or for you to be independently medically examined. We may also explore the pattern of or any frequently recurring absences through the disciplinary procedure.



## **7.0 SECURITY MEASURES**

### **7.1 Right to Search**

We reserve the contractual right to carry out searches of employees and their property (including vehicles) whilst they are in GMCT premises and you may be asked to remove the contents of your pockets, bags, vehicles, etc.

These searches are random and do not imply suspicion in relation to any individual concerned. Whilst you have the right to refuse to be searched, refusal by you to agree to being searched will constitute a breach of contract, which could result in your dismissal.

If you should be required to submit to a search, if practicable, you will be entitled to be accompanied by a third party to be selected only from someone who is on the premises at the time a search is taking place. This right also applies at the time that any further questioning takes place.

We reserve the right to call in the police at any stage.

### **7.2 Confidentiality**

All information that:

- is or has been acquired by you during or in the course of your employment, or has otherwise been acquired by you in confidence;
- relates particularly to GMCT or its Projects or that of other persons or bodies with whom we have dealings of any sort; and
- has not been made public by, or with, our authority;

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

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

### **7.3 Copyright**

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

### **7.4 Statements to the Media**

Any statements for the purpose of broadcast for newspapers, radio, television, etc. in relation to our business must be agreed and cleared with your Line Manager or with the express permission of the GMCT Trustees.

## 7.5 Use of Computer Equipment

In order to protect GMCT's computer equipment, ensure operational ability and reduce the risk of contamination, the following will apply:-

The introduction of new software must first of all be checked and authorised by **a nominated senior member of GMCT staff** before general use will be permitted. Only software that is for business applications may be used and no software may be brought onto or taken from GMCT's premises without prior authorisation.

Only authorised staff should have access to GMCT's computer equipment and unauthorised access to computer facilities will result in disciplinary action. In addition, unauthorised copying and/or removal of computer equipment/software will result in disciplinary action and could lead to dismissal.

## 7.6 Email and internet policy

In line with GMCT's procedures for proper use of the computer equipment, it is important that due care is taken with the use of the email and internet facility.

## 7.7 Internet

Where appropriate, authorised staff are encouraged to make use of the internet as part of their official and professional activities. However, it is important that any published information has relevance to normal professional activities before material is released in GMCT's name.

The use of the Internet to access and/or distribute any kind of offensive material, or non-related employment issues, may leave an individual liable to disciplinary action which could lead to dismissal.

GMCT IT systems are remotely monitored and contain filters to protect the system from inappropriate use or misuse. Random checking of internet use may be conducted to ensure compliance with GMCT policy and guidelines where applicable.

## 7.8 Email

The use of the E-mail system is encouraged as its appropriate use facilitates efficiency; however, inappropriate use causes many problems including distractions, time wasting and legal claims. The procedure sets out GMCT's position on the correct use of the E-mail system.

## 7.9 Email Procedures

The email system is available for communication and matters directly concerned with the legitimate business of GMCT and its Projects. Employees using the email system should give particular attention to the following points:-

Email messages and copies should only be sent to those for whom they are particularly relevant and care should be taken in composing messages to avoid misinterpretation of message. To support this;

Email messages should not be used as a substitute for face-to-face communication or telephone contact.

When sending a confidential email message, you must protect confidentiality as much as possible and remember that offers or contracts transmitted by email are as legally binding on GMCT as those sent on paper.

GMCT will be liable for infringing copyright or any defamatory information that is circulated either within the organisation or to external users of the system.

Unauthorised or inappropriate use of the email system may result in disciplinary action which could include summary dismissal.

GMCT will not tolerate the use of the email system for unofficial or inappropriate purposes, including:-

- Any messages that could constitute bullying, harassment or other detriment;
- Personal use (e.g. social invitations, personal messages, jokes, cartoons, chain letters or other private matters);
- On-line gambling;
- Accessing or transmitting pornography;
- Transmitting copyright information and/or any software available to the user; or
- Posting confidential information about other employees of GMCT.

We reserve the right to conduct random searches on employees' E-mail accounts to ensure compliance with policy and procedures.

## **8.0 EQUAL OPPORTUNITIES POLICY**

GMCT is committed to and actively encourages equality of opportunity for all people.

### **8.1 Statement of Policy**

- a) GMCT will ensure that no job applicant, employee, trainee or visitor receives less favourable treatment on the grounds of sex, race, colour, nationality, ethnic origin, marital status, disability, age, part time or fixed term contract status, sexual orientation or religion or is disadvantaged by conditions or requirements which cannot be shown to be justifiable. GMCT is committed not only to its legal obligations but also to the positive promotion of equality of opportunity and access for all staff, trainees and people engaged in Line Manager projects or activities.
- b) All employees of GMCT will be made aware of the provisions of the policy and will be expected to comply with it at all times.
- c) GMCT regards discrimination as unacceptable conduct which may lead to disciplinary action under its Disciplinary Procedure.

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

### **8.2 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.

To support this, we set out to ensure:

Job descriptions and person specifications are written in line with our Equal Opportunities Policy.

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

We do not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group.

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

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

Short listing and interviewing are carried out by more than one person.

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

We will not disqualify any applicant because he/she is unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the job.

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

### **8.3 Training and Promotion**

Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of the Staff Training and Development Policies. All managers will receive training in the application of these Policies to ensure that they are aware of its contents and provisions.

### **8.4 Monitoring**

We will maintain and review the employment records of all employees in order to monitor the progress of this policy. Consideration will be given, if necessary, to adjusting this policy to afford greater equality of opportunity to all applicants and employees.

Monitoring may involve the collection and classification of information regarding the ethnic/national origin, age, sex and disability of all applicants and current employees. In addition, we will monitor the recruitment, training and promotional records of all employees, the decisions reached and the reason for those decisions.

### **8.5 Making a Protected Disclosure (Whistleblowing)**

Under certain circumstances, employees have legal protection from suffering any detriment or termination of engagement if they make disclosures about the companies for whom they work. These employees are commonly referred to as 'whistle blowers'.

We encourage you to use the procedure if you are concerned about any wrongdoing at work and we will take very seriously any concerns which you may raise under this legislation.

However, if the procedure has not been invoked in good faith (e.g. for malicious reasons or in pursuit of a personal grudge), then it will make you liable to immediate termination of engagement or such lesser disciplinary sanction as may be appropriate in the circumstances.

Certain disclosures are prescribed by law as 'qualifying disclosures'. Disclosures are qualifying disclosures where it can be shown that the company commits a 'relevant failure' by:

- committing a criminal offence;
- failing to comply with a legal obligation;
- a miscarriage of justice;
- endangering the health and safety of an individual;
- environmental damage; or
- concealing any information relating to the above.

These acts can be in the past, present or future, so that, for example, a disclosure qualifies if it relates to environmental damage that has happened, is happening, or is likely to happen.

## **Protected Disclosure Procedures**

1. In the first instance report any concerns you may have to your Line Manager who will treat the matter with complete confidence.
2. If you are not satisfied with the explanation or reason given to you by your Line Manager after investigation or if the disclosure relates to your Line Manager then you should raise the matter with the Project or Line Manager Management Group or the Chair of GMCT Trustees.
3. If you are not satisfied with the response by the GMCT Trustees after investigation, then you should raise the matter with the appropriate organisation or body, e.g. the Police, the Environment Agency, Health and Safety Executive or Social Services Department.

## **9.0 WAY OF WORKING AT GMCT**

### **9.1 Conduct at GMCT**

You should behave with courtesy towards other employees and no rudeness will be permitted towards other persons including visitors, trainees, etc. You shall use your best endeavours to promote our interests and shall, during your normal working hours, devote the whole of your time, attention and abilities to our affairs.

### **9.2 Our Environment**

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

In addition to this, it is essential to take care of all office equipment to maintain cost-effective and efficient running of all our operations.

All employees are encouraged to **avoid waste** by careful use of facilities, such as turning off any unnecessary lighting and heating. Other examples include handling machines, equipment and stock with care, keeping doors closed whenever possible etc.

### **9.3 Dress and Appearance**

As you are liable to come into contact with clients and members of the public, it is important that you present a professional image with regard to appearance and standards of dress. You should wear clothes appropriate to your job responsibilities and they should be clean and tidy at all times.

### **9.4 GMCT's Property**

You will be held responsible for the care and safekeeping of all tools, equipment, apparatus and documentation in line with Line Manager policy on the use, storage and maintenance of such items. You must obtain the express permission and authority of your Line Manager before lending or using equipment off site for work or personal use. All property belonging to GMCT must be returned before leaving GMCT's employment. You should not misuse GMCT's property or use it for private purposes except where authorised.

### **9.5 Communications**

We will try to keep you informed about items of interest by means of email. You are encouraged to use this, if you wish and with permission, to promote any particular item of interest to other employees.

### **9.6 Lunch Breaks**

Lunch Breaks are to be a maximum of one hour's duration and are to be taken between the hours of 12 noon and 2:00 pm only, unless specifically authorised by your Line Manager.

Your Line Manager may specify particular times at which lunch may be taken during this period and may set up lunch rotas.

## **9.7 Time Off**

Circumstances may arise where you need time off for medical/dental appointments, or for other reasons. Where possible, such appointments should be made outside normal working hours. If this is not possible, it is requested that you always try to make any appointments as early or as late as possible during the working day and ensure you seek permission to be absent from your Line Manager or Senior Line Manager. Time off required for these purposes may be granted at the discretion of your Line Manager or Senior Line Manager and will normally be paid.

## **9.8 Bereavement Leave**

Individual's reactions to bereavement vary greatly and the setting of fixed rules for time off is therefore inappropriate. You should discuss your circumstances with your Line Manager. The Line Manager in consultation with the Chair of GMCT Trustees may at their absolute discretion grant additional reasonable leave with or without full pay.

## **9.9 Smoking Policy**

In line with legislation introduced in July 2007 smoking on the premises is illegal and strictly prohibited. Staff and users are permitted to smoke only in the designated area outside of the building.

## **9.10 Employee Property**

We do not accept liability for any loss of, or damage to, property that you bring onto the premises. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight.

Articles of lost property should be handed to your Line Manager who will retain them whilst attempts are made to discover the owner.

## **9.11 Mail**

Personal mail should be sent to your home address and permission must be granted by your Line Manager if you wish to have private mail directed to GMCT's premises or offices. GMCT's address and stationery must not be used for personal mail.

## **9.12 Telephone Calls/Mobile Phones**

Whilst it is recognised that some personal calls may need to be made and received during working hours, you are asked to keep these to a minimum and be as brief as possible. You should discourage calls from friends and relatives during office hours except in emergencies. GMCT reserves the right to forbid an employee to make personal calls during working hours where it feels the privilege is being abused. GMCT also reserves the right to monitor calls as it sees fit to ensure that standards and ethics are maintained. Personal mobile phones must be switched off during working hours.

## **9.13 Presents or Benefits**

You must not accept presents, services or any other kind of benefits from a customer or supplier without the express permission of your Line Manager.

## **9.14 Safety**

Under legislation we, as your employer, have a duty to ensure so far as is reasonably practicable, the health and safety and welfare at work of all our employees and similarly you have a responsibility to yourself, your colleagues and members of the public. You should make yourself familiar with our Health and Safety Policy.

## **9.15 Alcohol and Drugs Policy**

GMCT is firmly committed to the health and safety of its employees, clients and the general public. The use of controlled substances and alcohol abuse are inconsistent with the behaviour expected of our employees; undermine GMCT's desire to provide a service of the highest quality for our clients; and subject all employees, clients and visitors to unacceptable safety risks. In this connection, the unlawful distribution, possession, sale or use of controlled substances is prohibited and will render the individual liable to summary dismissal without notice. The consumption of such levels of alcohol which render the employee unfit to perform their duties, or cause them to be a safety hazard to themselves, clients, other employees or Line Manager property, is strictly prohibited.

Employees who violate any aspect of this policy may be subject to disciplinary action up to and including dismissal.

## 10.0 CAPABILITY AT WORK

We recognise that during your employment with us your capability to carry out your duties may deteriorate. This can be for a number of reasons, the most common ones being that either the job changes over a period of time and you fail to keep pace with the changes, or you change (most commonly because of health reasons) and you can no longer cope with the work.

If the nature of your job changes we will make every effort to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. If we have concerns regarding your capability, these will be discussed in an informal manner and you will be given time to improve.

If your standard of performance is still not adequate you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal.

If there is still no improvement after a reasonable time, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.

If such improvement is not forthcoming after an agreed period of time, you will be dismissed with the appropriate notice.

## 11.0 PERSONAL CIRCUMSTANCES

Personal circumstances may arise which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice. Under normal circumstances this can be most easily obtained by asking your own doctor for a medical report. Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

There may also be personal circumstances which prevent you from attending work, either for a prolonged period(s) or for frequent short absences. Under these circumstances we will need to know when we can expect your attendance record to reach an acceptable level. This may again mean asking your own doctor for a medical report or by making whatever investigations are appropriate in the circumstances. When we have obtained as much information as possible regarding your condition, and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

## **12.0 DISCIPLINARY AND DISCIPLINARY DISMISSAL PROCEDURES**

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

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 promptly 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 does not imply disciplinary action or a penalty of any kind.

You have the right to be accompanied by a fellow employee or trade union official who may act as a witness or speak on your behalf at all stages of the formal disciplinary process. This will not apply where an informal warning is issued.

You will not normally be dismissed for a first breach of discipline, except in the case of gross misconduct.

If you are disciplined, you will receive an explanation of the penalty imposed and you will have the right to appeal against the finding and the penalty.

### **12.1 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.

We retain discretion in respect of the disciplinary procedures, and 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 warning is imposed it will be in line with the procedure outlined in this employee handbook and may encompass a formal verbal warning, written warning, final written warning, or dismissal, and full details will be given to you. In most cases the Manager will conduct all disciplinary hearings.

If you are in a supervisory or managerial position then demotion to a lower status at the appropriate rate may be considered as an alternative to dismissal except in cases of gross misconduct.

In exceptional circumstances, suspension from work without pay for up to five days as an alternative to dismissal (except dismissal for gross misconduct) may be considered by the GMCT.

Gross misconduct offences will result in dismissal without notice.

You have the right to appeal against any disciplinary action (see Disciplinary Appeal Procedure).

## **12.2 Disciplinary Procedure**

### **Informal Action:**

Initial cases of minor misconduct or unsatisfactory performance will normally be dealt with by way of informal discussion with your Line Manager. A written record of the discussion will be made, including details of any agreed actions, training or other support to be made available to you. A copy will be given to you and it will be confirmed in writing that your conduct/performance will be monitored over an agreed period. If this does not bring about an improvement or the misconduct or unsatisfactory performance is considered more serious you will be subject to formal disciplinary action.

### **Formal Action:**

If the matters of concern are considered to warrant a more formal investigation then:

You will be informed in writing of the allegation against you and why this is unacceptable and invited to attend a meeting within 5 working days to discuss the matters of concern. This letter will also include any evidence to be used to support the matters of concern and will be copied to any colleague or trade union representative accompanying you.

You have the right to be accompanied at the meeting by a fellow employee or trade union official, who may act as a witness or speak on your behalf. However, whilst this person can observe proceedings and advise you, he/she cannot answer questions on your behalf. It is your duty to make these arrangements. You are not entitled to external legal representation.

At the meeting the Secretary of GMCT or appointed Trustee will outline the complaint against you and any supporting evidence will be presented. You will be requested and encouraged to make out your case, answer any allegations, ask questions, present evidence and call witnesses if appropriate.

Detailed, dated records will be kept of any interviews held and hand-written notes will be taken during the meeting and typed up to provide a statement, which you will have the opportunity to consider for the accuracy of its tone and content, and be invited to sign as a true record. Any witness statements will be signed and dated as soon as possible following the interview. Both parties must respect the need for confidentiality, at all times, in relation to any information exchanged.

Agreed changes may be made to the relative accuracy of the tone and content, but you cannot completely retract what you have said. Where there is no agreement and/or you refuse to sign for any reason, GMCT reserves the right to produce the document as its note of the interview, in any disciplinary proceedings that may ensue. Your signed statement may be produced as evidence should disciplinary proceedings follow and where this is the case, you will be expected to attend the hearing as a witness.

After the meeting, you will receive a letter detailing the decision taken by the Disciplinary Officer and this will be issued within 5 working days of the meeting being held. This decision will have full regard to the evidence and the explanations you have provided.

You have the right to appeal against any disciplinary action including dismissal (see Disciplinary Appeal Procedure).

If you are found guilty of misconduct, the following forms of disciplinary action can be taken against you:

- First Written Warning
- Final Written Warning
- Dismissal or Action Short of Dismissal

Before making a decision, account will be taken of your 'live' disciplinary and general record, length of service, actions taken in any previous similar case, the explanations given by you and most importantly, whether the intended disciplinary action is reasonable under the circumstances.

### **STAGE 1 - FIRST WRITTEN WARNING**

If informal action does not correct the situation or if the case warrants it, a First Written Warning may be issued. You will be provided with written reason(s) of the decision within **5 working days** of the hearing.

A First Written Warning will remain live for disciplinary purposes on your personal file for a period of **9 months** from the date the warning was issued.

### **STAGE 2 - FINAL WRITTEN WARNING**

If your conduct still does not meet the standards required by GMCT or if the case warrants it or a further offence is committed requiring disciplinary action, a Final Written Warning may be issued. You will be provided with written reason(s) of the decision within **5 working days** of the hearing.

A Final Written Warning will remain live for disciplinary purposes on your personal file for a period of **12 months** from the date the warning was issued.

### **STAGE 3 – DISMISSAL OR ACTION SHORT OF DISMISSAL**

If conduct or performance is still unsatisfactory, or you continue to fail to reach an acceptable and agreed standard, or the case warrants it, dismissal will normally result. Only the GMCT Trustees or their nominee, can take the decision to dismiss. You will be provided, within **5 working days** of the decision, written reasons for dismissal, the date on which the employment contract was terminated, as well as the right of appeal. Notice of dismissal will be confirmed in writing, using recorded delivery, under the signature of the Chair of the Disciplinary Panel and a copy sent to the Trade Union Representative (if appropriate).

#### **Action Short of Dismissal**

Where dismissal would normally be considered but there are exceptional circumstances, action short of dismissal may be considered. The following penalties can be applied in conjunction with a final written warning:

- Transfer to equivalent work
- Demotion to another job with loss of pay (after 26 weeks eligible to apply for suitable vacancies).

### 12.3 Time Period for Warnings

1. Formal verbal warning:  
A formal verbal warning will normally be disregarded after a **six** month period.
2. Written warning:  
A written warning will normally be disregarded after a **nine** month period.
3. Final written warning:  
A final written warning will normally be disregarded after a **twelve** month period.

### 12.4 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:

1. failure to abide by the general health and safety rules and procedures;
2. consumption of alcohol on the premises;
3. persistent absenteeism and/or lateness;
4. unsatisfactory standards or output of work;
5. rudeness towards clients, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language;
6. failure to devote the whole of your time, attention and abilities to GMCT and its affairs during your normal working hours;
7. misuse, unauthorised or inappropriate use of E-mail and Internet;
8. failure to carry out all reasonable instructions or follow our rules and procedures;
9. unauthorised use or negligent damage to or loss of Chaplaincy property;
10. failure to report immediately any damage to property or premises caused by you;
11. if your work involves driving, failure to report immediately any type of driving conviction, or any summons which may lead to your conviction;
12. use of our property or resources for personal gain; and
13. loss of driving licence where driving on public roads forms an essential part of the duties of the post.

## 12.5 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.

## 12.6 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:-

1. grossly indecent or immoral behaviour, deliberate acts of unlawful discrimination or serious acts of harassment;
2. dangerous behaviour, fighting or physical assault;
3. incapacity at work or poor performance caused by intoxicants or drugs;
4. possession, supply or use of illicit drugs;
5. deliberate falsification of any records (including time sheets, absence records and so on, in respect of yourself or any fellow employee);
6. undertaking private work on the premises and/or in working hours without express permission;
7. working in competition with us;
8. taking part in activities which result in adverse publicity to ourselves, or which cause us to lose faith in your integrity;
9. theft or unauthorised possession of money or property, whether belonging to us, another employee, or a third party;
10. destruction/sabotage of our property or any property on the premises;
11. serious breaches of health and safety rules that endanger the lives of or may cause serious injury to employees or any other person;
12. interference with or misuse of any equipment for use at work that may cause harm;
13. gross insubordination and/or continuing refusal to carry out legitimate instructions;
14. accessing or transmitting racist, sexist or pornographic material by any means including email.
15. abuse of the personal harassment policy; and
16. abuse of the protected disclosure provisions.

### **13.0 DISCIPLINARY APPEAL PROCEDURE**

You have a right to appeal in respect of any disciplinary action taken against you. If you wish to exercise this right you should apply in writing to the Chair of the GMCT Trustees within four working days of receipt of the decision. It is important that your appeal gives details of why the penalty imposed is too severe, inappropriate or unfair in the circumstances. The Chair shall arrange within 21 days for a GMCT Trustees subcommittee, comprising a minimum of two Trustees who were not previously involved in the disciplinary action, to hear the appeal at the earliest opportunity.

If you are appealing on the grounds that you have not committed the offence, it may be necessary for the person conducting the appeal to have a complete re-hearing so that there can be a reappraisal of all matters before a decision is made to grant or refuse the appeal.

You may be accompanied at the appeal hearing by a fellow employee of your choice or a trade union official, who may act as a witness or speak on your behalf, and the result of the appeal will be made known to you in writing within five working days after the hearing. This is the final stage of the disciplinary appeal process.

## 14.0 GRIEVANCE PROCEDURE

It is important that if you feel dissatisfied with any matter relating to your work you should have an immediate means by which such a grievance can be aired and resolved.

Often an informal discussion can solve problems without the need for a written record but if you wish to raise a formal grievance you must do so in writing from the outset. You have the right to be accompanied at any stage of the procedure by a fellow employee or trade union official who may act as a witness or speak on your behalf to explain the situation more clearly.

If you feel aggrieved at any matter relating to your work (except personal harassment, for which there is a separate procedure following this section), you should first raise the matter with your Line Manager, either verbally or in writing, explaining fully the nature and extent of your grievance.

You will then be invited to a meeting at which your grievance will be investigated fully. This should take place within three days of raising the grievance. You should receive a decision in writing, within ten working days of the meeting, including your right of appeal.

If you are not satisfied with the decision you have the right to appeal to your Line Manager, again explaining fully the nature and extent of your grievance. If you wish to appeal you must do so within five working days of the decision. You will then be invited to a meeting at which your grievance will be investigated fully. This should take place within five days of raising the grievance. You should receive a decision in writing, within ten working days of the meeting, including your right of appeal.

If you are not satisfied with the decision of your Line Manager you have the right to appeal to the GMCT Trustees. If you wish to appeal you must do so, in writing, within five working days and address it to the Chair of the GMCT Trustees. You will then be invited to a further meeting. Following the appeal meeting you will be informed of the final decision, which will be confirmed in writing.

Whilst it is our intention to bring about a resolution of your grievance as soon as possible, we must all recognise that the above timescales may need to be extended as circumstances dictate. In such circumstances, parties involved will be notified of changes to timescales.

## **15.0 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. Whatever form it takes, personal harassment 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.

### **15.1 Policy Statement**

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

As your employer, we have a duty to implement and enforce this policy and all employees are expected to comply with it. Any employee committing any form of personal harassment will be subject to disciplinary action in line with the disciplinary procedure.

### **15.2 Examples of Personal Harassment**

(These examples are not exhaustive)

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

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

### **15.3 Informal Complaint**

Often complaints of personal harassment, and particularly of sexual harassment, can be of a sensitive or intimate nature and 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 person of your choice (whether or not that person has a direct supervisory responsibility for you) as a confidential helper.

If you are the victim of minor harassment you should make it clear to the harasser on an informal basis that their behaviour is unwelcome and ask the harasser to stop. If you feel unable to do this verbally then you should hand a written request to the harasser, and your confidential helper can assist you in this. You should record the details and date on which you took this action.

## 15.4 Formal Complaint

Where the informal approach fails or if the harassment is more serious, you should bring the matter to the attention of the Chair/Secretary of the GMCT Trustees as a formal written complaint and again your confidential helper can assist you in this. The Chair/Secretary will then arrange within 21 days for a GMCT Trustees subcommittee, comprising a minimum of two Trustee members, to hear the complaint at the earliest opportunity.

If possible, you should keep notes of the harassment so that the written complaint can include:

1. the name of the alleged harasser;
2. the nature of the alleged harassment;
3. the dates and times when the alleged harassment occurred;
4. the names of any witnesses; and
5. action already taken by you to stop the alleged harassment.

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

The persons dealing with the complaint will carry out a thorough investigation in accordance with our disciplinary procedure. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter.

When the investigation has been concluded, a draft report of the findings and of the investigator's proposed decision will be sent, in writing, to you and to the alleged harasser.

If you or the alleged harasser are dissatisfied with the draft report or with the proposed decision this should be raised with the investigator within five working days of receiving the draft. Any points of concern will be considered by the investigator before a final report is sent, in writing, to you and to the alleged harasser.

If the report concludes that the allegation is well founded, the harasser will be subject to disciplinary action in accordance with our disciplinary and disciplinary appeals procedure

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

## **16.0 TERMINATION OF EMPLOYMENT**

### **16.1 Terminating Without Giving Notice**

The period of notice for your post is defined in your Main Statement of Terms and Conditions of Employment.

If you terminate your employment without giving or working the required period of notice, as indicated in your individual Main Statement of Terms and Conditions of Employment, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. This is an express written term of your Contract of Employment. You will also forfeit any contractual accrued holiday pay due to you over and above your statutory holiday pay if you fail to give or work the required period of notice.

### **16.2 Retirement**

The normal age for retirement will be in line with Government policy at the time in relation to the date on which you may draw your State Pension. Our policy is for employees to retire at the end of the week in which their State Retirement age is reached. If you wish to work beyond your State Retirement age then you should put your request in writing and for the attention of your Line Manager at least 6 months before you are due to retire. Your Line Manager will arrange a meeting with you to discuss the contents of your request and will inform the Trustees who will review the request prior to a decision being made.

### **16.3 Return of Our Property**

On the termination of your employment you must return all our property which is in your possession or for which you have responsibility. This includes correspondence, lists of clients or customers, plans, drawings, accounts and other documents of whatever nature and all copies thereof, whether on paper, computer memory or otherwise made or compiled or acquired by you during your employment and concerning the business, finances or affairs of GMCT and/or its clients and Projects.

You must not at any time after termination of your employment represent yourself as being in any way connected with or interested in the business of GMCT or its associated Projects.

Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you. This is an express written term of your Contract of Employment.

### **16.4 Garden Leave**

If either you or GMCT serves notice on the other to terminate your employment, we may require you to take "garden leave" for all or part of the remaining period of your employment. During any period of garden leave you will continue to receive your full salary and any other contractual benefits.

If you are asked to take garden leave you must not attend your place of work unless otherwise requested by your Line Manager and you may not be required to carry out your normal duties during the remaining period of your employment; however you must remain available for answering queries.

You must not, without the prior written permission of your Line Manager, contact or attempt to contact any client, customer, supplier, agent, professional adviser, broker, or banker of GMCT.

## 17.0 REDUNDANCY POLICY

GMCT recognises that funding for positions or circumstances beyond its own control may lead to a situation where redundancy may have to be considered.

GMCT will work actively with employees to try to avoid redundancy where possible or to help individuals secure suitable alternative employment.

Any employee not employed on a fixed-term contract and who has been continuously employed for two years or more with GMCT may be subject to the statutory redundancy procedures where a post is deemed to be at risk of redundancy.

Employees will be advised of the procedures for a consultative process prior to any redundancy decision. Such procedures will be in line with the ACAS Code of Practice and legislation in force at the time.

Qualifying employees selected for redundancy, may be entitled to statutory redundancy pay as outlined within legislation. The statutory payments are based upon age and length of service at the time of redundancy.

## **18.0 UPDATES**

Your Line Manager and GMCT Trustees may from time to time issue amendments or changes to the Staff Handbook, Policies and Procedures. These will be issued in writing and should be read and retained in your Handbook for future reference. Updated, revised and re-issued policies and procedures should replace earlier versions in your Handbook.

To aid the tracking of up to date versions revised editions will be date stamped. At any time an employee may request the most up-to-date version of any policies or procedures.

## **19.0 POLICY AND PROCEDURES LOCATION**

GMCT will retain in the main office a full copy of the Policies and Procedures and electronic versions will be available and located on the Policies and Procedures section of GMCT computer/web filing system.