

Bakewell and Eyam

Community Transport

If you are a new employee - Welcome! The Trustees commend to you our **Mission Statement**.

***Bakewell & Eyam Community Transport's vision
is to offer caring, safe, flexible and efficient transport
for people of all ages in its area of operation,
who are disadvantaged by location, need,
personal circumstances or social deprivation;
to encourage and facilitate voluntary participation
in community activities; and to help to sustain and
develop local economies and social integration.***

This Mission Statement embodies the ethos of care that the Trustees wish to practice equally in relation to all staff, volunteers and users. We hope that this *Employees' Handbook* will be read with that in mind.

At first sight its scope and detail may appear daunting, but it is an important statement of law and good practice and we hope you will take the time to read it. It is important that you know what the Trustees and Managers may expect of you and what you can expect of them.

The success of any organisation and that of its employees depends very largely on the employees themselves and so the Trustees look to you to play your part, as we shall play ours. We have a duty to promote the welfare of all staff and will endeavour to listen to your views at every opportunity.



September 2008

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EQUAL OPPORTUNITIES POLICY

1 STATEMENT OF POLICY

- 1.1. We recognise that discrimination is unacceptable and affirm that equality of opportunity has been a long-standing feature of our employment practice and procedure. We have adopted a formal equal opportunities policy, breaches of which will lead to disciplinary proceedings and, if appropriate, disciplinary action.
- 1.2. It is the policy of B & E C T to ensure that no job applicant, employee or worker is discriminated against either directly or indirectly on the grounds of race, colour, ethnic or national origin, religious belief, political opinion or affiliation, gender, marital status, sexual orientation, gender assignment, age or disability. Moreover, 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.
- 1.3. 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.
- 1.4. The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.
- 1.5. 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.
- 1.6. We will maintain a working environment in which no employee or worker feels under threat or intimidated.

2. RECRUITMENT AND SELECTION

- 2.1. The recruitment and selection process is crucially important to any equal opportunities policy. We will endeavour through appropriate training to ensure that employees and trustees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.
- 2.2. Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of this policy.
- 2.3. Job descriptions are drafted to ensure that they are in line with our equal opportunities policy. Job requirements will be reflected accurately in any personnel specifications.
- 2.4. We will adopt a consistent, non-discriminatory approach to the advertising of vacancies. All vacancies will be advertised internally in the first instance.
- 2.5. We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group.

- 2.6. All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job
- 2.7. All employees involved in the recruitment process will periodically review their selection criteria to ensure that they are related to the job requirements and do not unlawfully discriminate.
- 2.8. Short listing and interviewing will be carried out by more than one person where possible.
- 2.9. Interview questions will be related to the requirements of the post applied for.
- 2.10. We will not disqualify any applicant who 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.
- 2.11. Selection decisions will not be influenced by any perceived prejudices of other staff.

3. TRAINING

- 3.1. Senior staff will receive training in the application of this policy to ensure that they are aware of its contents and provisions.
- 3.2. Where a member of staff is identified for specific training, discussions will take place with the line manager and Chief Executive to agree reasonable, expenses and paid time off for study or training. If a member of staff leaves employment within one year of completing the course B & ECT may ask for a full refund of the course and examination fees as appropriate.

4. MONITORING

- 4.1. We will maintain and review the employment records of all employees in order to monitor the progress of this policy.
- 4.2. Monitoring may involve:
 - 4.2.1. the collection and classification of information regarding the race (ethnic /national origin) and gender of all applicants and current employees
 - 4.2.2. the examination by ethnic/national origin and gender of the distribution of employees and the success rate of the applicants;
 - 4.2.3. maintaining recruitment, training and promotional records of all employees, the decisions reached and the reasons for those decisions.
- 4.3. The results of any monitoring procedure will be reviewed at regular intervals to assess the effectiveness of the implementation of this policy. Consideration will be given, if necessary, to adjusting this policy to afford greater equality of opportunities to all applicants and staff.

YOUR WORK

Following your interview and appointment to B & E C T you will be issued with your individual Statement of Main Terms of Employment within one month of employment. B & ECT recognizes that, as a responsible employer, it has obligations to ensure that all employees are able to maintain an effective balance of their obligations in relation to work and home commitments

1. JOB DESCRIPTION

- 1.1 You are 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 the changing needs of B & ECT the Charity and your own ability. Such changes will always be discussed with you. During holiday periods etc, it may be necessary for you to take over some duties normally performed by colleagues.

2. PROBATIONARY PERIOD

- 2.1 You join us on an initial probationary period of six months. During this period your work performance and general suitability will be assessed and, if it is satisfactory, your employment will continue. However, if your work performance is not up to the required standard or you are considered to be generally unsuitable we may either take remedial action or terminate your employment. At the end of your probationary period you will again be assessed and, if satisfactory, you will become a member of our regular staff. If you have not reached the required standard we may either extend the probationary period in order that remedial action can be taken, or terminate your employment. The above does not prejudice our right to dismiss you in accordance with the notice provision contained in your individual statement of main terms of employment, or without notice for reasons of gross misconduct, should this be necessary.

3. HOURS OF WORK

- 3.1 A standard working week consists of a 5 day week from Monday to Friday. All full time staff are paid monthly by BACS for 37 ½ hours of work a week. Each member of staff will have agreed hours of work which are stated in their individual Statement of Main Terms of Employment. All staff are entitled to a 30 minute unpaid break each day for lunch.
- 3.2 In April 2003 the Employment Act introduced the right for parents of young under the age of 6 and disabled children up to the age of 18 to apply to work flexibly. In April 2007 this right has been extended to cover carers of adults as defined by the law. Flexible working is not an automatic right but there is a legal entitlement for certain employees to approach their line manager to request a change in their working arrangements.

4. OVERTIME AND OVERTIME PAYMENTS

- 4.1 Overtime payments will not be made to any member of staff. However where staff work over their 37 ½ hours, time off in lieu will be allocated. This is calculated on an hour for hour basis during weekdays and Saturday, and time and a half for Sundays / Bank Holidays. Time off in lieu should be taken as soon as possible but preferably within 2 months of the in lieu time being accrued. B&ECT will ensure that all staff do not exceed the working time directive which currently is 48 hours over a 17 week average.

5. EMPLOYEE TRAINING

- 5.1 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 job activities within the business.

6. PERFORMANCE AND REVIEW

- 6.1 Our policy is to continuously monitor your work performance so that we can maximise your strengths, and help you improve any possible weaknesses. Annual reviews will take place for all staff and where possible six monthly interim discussions.

CAPABILITY

INTRODUCTION

It is recognised that during your employment with us your capability to carry out your duties may change. 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 your capability changes (most commonly for reasons of health) and you can no longer cope with the work.

1. JOB REQUIREMENTS

- 1.1 If you still do not meet the requirements you will be forewarned in writing that a failure to do so could lead to your dismissal.
- 1.2 If we cannot transfer you to more suitable work and after a reasonable time you still do not meet the requirements, you will be issued with a final reminder that you will be dismissed unless the required standards are achieved and maintained.

2. PERSONAL CIRCUMSTANCES

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

WAGES AND SALARIES

1. NORMAL PAYMENT

- 1.1 For salaried staff the pay month is the calendar month. Basic salaries are paid by the 25th of the current month.
- 1.2 You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions which have been made and the reasons for them e.g. Income Tax, National Insurance
- 1.3 Any queries which you may have e.g. incorrect payment, shortages, errors in deductions etc should be raised first with the Operations Manager.
- 1.4 Salary payments will be calculated on at least the minimum wage.
- 1.5 Salary increases – will be reviewed by the Board of Trustees on an annual basis.

2. ADDITIONAL PAYMENTS

- 2.1 An enhanced payment will be made for the delivery of MIDAS classroom training, duty officer rota, and any other recognised training courses which are outside regular or contracted working patterns.

3. OVER PAYMENTS

- 3.1 Should you be overpaid for any reason then you must immediately inform the Operations Manager. 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.

4. INCOME TAX and NATIONAL INSURANCE

- 4.1 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 deduction for Income Tax and National Insurance. You should keep this document in a safe place as you may need to produce it if making enquiries with the Inland Revenue or DSS.

HOLIDAY ENTITLEMENT AND CONDITIONS

1. ANNUAL HOLIDAY ENTITLEMENT

- 1.1 The holiday year begins on 1st April and ends on 31st March each year. During your first year of employment you will receive a pro rata paid holiday entitlement of up to 31 working days during a complete holiday year. On completion of two years service your entitlement will increase to 33 working days and thereafter by one additional day per year of service up to a maximum of 36 days after six years service. This includes public/bank holidays and additional concessionary days. All part time staff will be entitled to the equivalent on a pro rata basis rounded to the nearest half day.
- 1.2 For part years of service your entitlement will be calculated as 1/52nd of the annual entitlement for each completed week of service during that holiday year.

2. PUBLIC / BANK HOLIDAYS

- 2.1 Due to the nature of our business all staff may be required to work on any of the public/bank holidays days listed below according to your roster.

The public / bank holidays each year are currently (2008): additional concessionary days are shown in brackets.

New Year's Day	The last Monday in May (+1 day)
Good Friday	The last Monday in August (+1 day)
Easter Monday (+1 day)	Christmas Day (+1 day)
The first Monday in May	Boxing Day

Payment for public/bank holidays and additional concessionary days will not be made unless both the working day preceding and following the holiday have been worked, except where these are part of an annual holiday or are covered by an authorised medical statement. Payment would not be made if you would have been contracted to work during the holiday. In the event of working one of the above days, staff may take one day and a half day off in lieu

3. CONDITIONS APPLYING TO YOUR ANNUAL HOLIDAY ENTITLEMENT

- 3.1 We do not generally allow you to carry forward any part of one year's holiday entitlement to subsequent years. However in exceptional circumstances the Line Manager and Chief Executive will give consideration to a limited number of days being carried over for one year only. You must complete a holiday request form and have it signed by your line manager before making any firm holiday arrangements.

- 3.2 Holiday requests will only be considered if you present them to your line manager and we will allocate agreed holiday dates on a first-come-first-served basis to ensure that operational efficiency and minimum staffing levels are maintained throughout the year.
- 3.3 You should give at least two weeks' notice of your intention to take holidays and one week's notice is required for odd single days.
- 3.4 Your holiday pay will be at the rate of your normal basic pay.
- 3.5 In the event of the termination of your employment any holiday entitlement accrued but not taken will be paid for on a pro-rata basis. However, in the event of you having taken holidays which have not been accrued pro-rata, then the appropriate payments will be deducted from your final wages / salary.
- 3.6 Unpaid leave may be considered in exceptional circumstances and will be at the discretion of the line Manager and Chief Executive.

SICKNESS / INJURY PAYMENTS AND CONDITIONS

1. NOTIFICATION OF INCAPACITY FOR WORK

- 1.1. You must notify us by telephone on the first day of incapacity within one hour of the start of duty. You should try to give some indication of your expected return date and notify us as soon as possible if this date changes. Notification should be made personally (or if you are unable to do so, then by a relative, neighbour or friend) to your Line Manager.
- 1.2. If your incapacity extends to more than seven days you are required to notify us of your continued incapacity once a week thereafter.

2. EVIDENCE OF INCAPACITY

- 2.1 Doctor's certificates are not issued for short term incapacity. In these cases (up to seven calendar days) you must sign a self-certification absence form on your return to work.
- 2.2 If your absence has been (or you know that it will be) for longer than seven days (whether or not they are working days) you should see your doctor and make sure he/she gives you a medical certificate; forward this to the Office without delay. Subsequently you must supply us with consecutive doctor's medical certificates to cover the whole of your absence.

3. PAYMENTS

- 3.1 You are entitled to statutory sick pay (SSP) during absences as a result of sickness or injury, provided you meet the criteria laid down in government SSP regulations. 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, being subject to Income Tax deductions and National Insurance contributions.
- 3.2 Qualifying days are the only days for which you are entitled to SSP. These days will be notified to you. The first three qualifying days of absence are waiting days for which SSP is not payable. Where a second subsequent period of incapacity (of four or more days) occurs within 56 days of a previous period of incapacity, waiting days are not served again.
- 3.3 In addition to the SSP we have a contractual sick pay scheme which provides payment during periods of certificated sickness as follows:

Period of Continuous Service	Maximum payment in any 12 Month period
Under 1 year	4 weeks
1 year but less than 2 years	6 weeks
2 years or more	12 weeks full pay and 12 weeks half pay

We reserve the right to withdraw the company sick pay if we believe the scheme is being abused.

- 3.4 Any days of additional sickness / injury payments which qualify for SSP will be offset against SSP on a day to day basis.

A deduction will be made in line with any other state benefits received if you are excluded or transferred from receiving SSP.

- 3.5 If you are entitled to any additional payments in excess of SSP and your entitlement expires, full or part payment may be allowed at our discretion where it is considered that there are special circumstances warranting it.
- 3.6 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, you will be required to repay any payments in excess of SSP which we may have made to you on account of the absence, up to an amount not exceeding the amount of the compensation or damages paid by the third party.
- 3.7 You may be granted up to five days third party sick leave on full pay for the care of a dependant, provided that person is an immediate relative or partner to whom you have responsibility. Such days may only be taken at the Chief Executive's discretion and are included in your sick leave entitlement.

4 RETURN TO WORK

- 4.1 You should notify your line Manager as soon as you know on which day you will be returning to work if this differs from a date of return previously notified.
- 4.2 If you have been suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.
- 4.3 On return to work after any period of sickness/injury absence (including absence covered by a medical certificate), you are also required to complete a self-certification absence form and hand this to the Operations Manager.

5 GENERAL

- 5.1 Submission of a medical certificate, although giving us the reason for your absence, may not necessarily be regarded as sufficient justification for accepting your absence. Sickness is just one of a number of reasons for absence and although it is understandable that if you are sick you may need time off, continual or repeated absence through sickness may not be acceptable.

- 5.2 In deciding whether your absence is acceptable or not we will take into account the reasons and extent of all your absences, including absence caused by sickness.
- 5.3 We cannot operate with an excessive level of absence as all absence, for whatever reason, reduces our efficiency and places additional burdens on other staff.
- 5.4 We will take a serious view if you take sickness / injury leave which is not genuine, and it will result in disciplinary action being taken.
- 5.5 If we consider it necessary, we may ask your permission to contact your doctor or for you to be independently medically examined.

OTHER BENEFITS

1. PENSION SCHEME

- 1.1. There is a contributory pension scheme which you may be able to join on completion of six months' service, subject to the successful completion of your probationary period. Details of the scheme are available separately from the Operations Manager.

2. MATERNITY LEAVE

- 2.1. All female employees, regardless of length of service or hours of work, are entitled to reasonable paid time off work to attend antenatal care after prior permission has been granted by her line manager.
- 2.2. Pregnant employees are entitled to 26 weeks' ordinary maternity leave, regardless of how long they have worked.
- 2.3. To qualify for maternity leave, a woman must tell us by the end of the 15th week before the expected week of childbirth:
- That she is pregnant.
 - The expected week of childbirth, by means of a medical certificate.
 - The date she intends to start maternity leave. This can normally be any date which is no earlier than the beginning of the 11th week before the expected week of childbirth up to the birth.
- 2.4. We will write to the employee within 28 days of the notification, setting out her return date. The employee can change this date if she gives us 28 days' notice.
- 2.5. During the 26 weeks maternity leave, she is entitled to benefit from all her normal terms and conditions of employment, except for monetary wages or salary. At the end of this period she has the right to return to her original job.

3. ADDITIONAL MATERNITY LEAVE

- 3.1. Employees with 26 weeks' continuous service by the beginning of the 14th week before the expected week of childbirth are entitled to an additional 26 weeks' maternity leave. During this period their contract of employment continues. This means an employee can be away from her job on maternity leave for around 52 weeks in total.

4. STATUTORY MATERNITY PAY

- 4.1. A woman is entitled to statutory maternity pay (SMP) if she has been employed for a continuous period of at least 26 weeks ending with the 15th week before the expected week of childbirth and has average

weekly earnings at least equal to the lower earnings limit for National Insurance contributions. SMP is paid for 26 weeks.

- 4.2. After 1 year's service (to be calculated from date of commencement of working at Bakewell and Eyam Community Transport to 11 weeks before expected date of confinement), you will be entitled to 6 weeks' maternity leave on 50% pay (minus statutory maternity allowance) and 5 weeks' maternity leave on 25% pay (minus statutory maternity allowance) provided this leave starts no more than 11 weeks and no less than 4 weeks before the expected date of confinement. You will be entitled to a further 13 weeks' unpaid maternity leave to commence from the date of birth.
- 4.3. After 2 years' service (to be calculated from date of commencement of working for Bakewell and Eyam Community Transport to 11 weeks before the expected date of confinement), you will be entitled to 6 weeks' maternity leave on 90% pay (minus statutory maternity allowance) and 5 weeks' on 50% pay (minus statutory maternity allowance) provided this leave starts no more than 11 weeks and no less than 4 weeks before the expected date of confinement. You will be entitled to a further 29 weeks' unpaid maternity leave to commence from the date of birth.
- 4.4. During periods of maternity leave you are required to inform Bakewell and Eyam Community Transport in writing of your intention to return to work at least 3 weeks before you take the leave and again in writing at least 3 weeks before the agreed date of the planned return to work.
- 4.5. Maternity leave and pay will at all times meet or exceed current statutory provision.

5. PARENTAL LEAVE

- 5.1. Permanent male members of staff who have 26 weeks' continuous service (as at the 15th week before the expected week of childbirth) will be eligible to take up to 2 whole weeks' paid paternity leave within the first 56 days after the birth.

6 PARENTAL PAY AND LEAVE

- 6.1 If you are entitled to take parental leave in respect of the current statutory provision you should discuss your needs with your immediate line Manager, who will identify your entitlements and look at the proposed leave periods dependent upon your child's / children's particular circumstances and the operational aspects of the business.
- 6.2 All parents with 1 year's continuous employment are entitled to take up to 13 weeks' unpaid parental leave for each child born after 15th December 1999. The leave must be taken before the child's fifth birthday. However, parents of disabled children will be able to use their leave up until the child's 18th birthday.
- 6.3 In the case of adoptive parents, entitlement to unpaid leave lasts for five years, from the date on which the child was adopted, or until the child's 18th birthday, whichever is the sooner.

- 6.4 Parents have the right to 13 weeks' leave in total for each child, so if you work for more than one employer during the qualifying period you must inform us of how much leave you have already taken.
- 6.5 In the case of multiple births, parents are entitled to take 13 weeks' unpaid leave for each child e.g. for twins a total of 26 weeks' leave is permitted.
- 6.6 Employees must give as much notice as possible so as we can consider the operational aspects of the organisation.
- 6.7 Employees may take up to 4 weeks' leave per child in any one year. Leave can only be taken in week blocks; ie part of a week counts as a week.

7 COMPASSIONATE LEAVE

- 7.1 You may be granted up to 3 days compassionate leave on full pay in cases of bereavement involving a relative or partner or other person at the discretion of the line manager and Chief Executive. Such leave and its duration may only be taken at the discretion of the Chief Executive.
- 7.2 To attend a funeral of a close family member you will be entitled to leave on full pay. Other circumstances will be at the discretion of the line manager and Chief Executive.

8 TIME OFF FOR PUBLIC DUTIES

- 8.1 Employees are entitled to reasonable unpaid time off during working hours for the purpose of performing any of the following duties:
- Justice of the Peace
 - Jury Service
 - Member of a local authority
 - Member of a statutory tribunal
 - Member of a National Health Service Trust
 - Member of a governing body of a school or college
 - Member of the National Park Authority
 - Member of other bodies by agreement
- 8.2 The amount of time off depends upon the following:
- how much time off is required for the performance of the duties
 - how much time off the employee has already been permitted for time off in lieu

- the effect of the employee's absence on the running of the business

8.3 It is required that as much notice as possible is given by the employee to their line manager for time off work for public duties.

9 TRAVEL EXPENSES AND ALLOWANCES

9.1 Work undertaken on behalf of Bakewell and Eyam Community Transport which requires the use of your car will be reimbursed in line with the rates agreed by the Inland Revenue. These rates will be for the first 10,000 business miles in the tax year.

9.2 For return journeys of over 75 miles you will normally be expected to use Public Transport for which fares will be reimbursed.

9.3 When working outside the Bakewell and Eyam area, for a block of more than 4 hours, there will be a right to a meal allowance up to a maximum of £4.00.

GENERAL TERMS OF EMPLOYMENT, INFORMATION AND PROCEDURES

1. JOB FLEXIBILITY

- 1.1. It is an express condition of employment that you are prepared, whenever necessary, to transfer to alternative departments or duties within our business. This flexibility is essential as the type and volume of work is always subject to change, and it allows us to operate efficiently and to gain maximum potential from our work force.

2. MOBILITY

- 2.1. Although you are usually employed at one particular site, it is a condition of your employment that you are prepared, whenever applicable, to transfer to any other of our sites. This flexibility is essential to the smooth running of our business.

3. CHANGES IN PERSONAL DETAILS

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

4. TIME OFF

- 4.1. Circumstances may arise where you need time off for medical / dental appointments, or for similar reasons. Where possible such appointments should be made outside normal working hours. If this is not possible, time off required for these purposes may be granted at the discretion of the Chief Executive and will normally be without pay.

5. TIME OFF FOR DEPENDANTS (USUALLY FOR SICKNESS)

- 5.1. You may be entitled to take a reasonable amount of unpaid time off during working hours to take action which is necessary to provide help to your dependants. Should this be necessary you should immediately discuss your situation with your line manager.

6. COMMUNICATIONS

- 6.1. We will keep you informed about items of interest by means of our notice board, weekly round up and meetings as appropriate.

7. EMPLOYEES' PROPERTY

- 7.1 We do not accept any liability for any loss of, or damage to property which 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.

8. PARKING

- 8.1. To avoid congestion all vehicles must be parked only in the designated parking areas. No liability is accepted for damage to vehicles, however it may be caused.

9. MAIL

- 9.1. All mail received by us will be opened, including that addressed to employees. Private mail therefore should not be sent care of our address. No private mail may be posted at our expense except in those cases where a formal re-charge arrangement has been made.

10. TELEPHONE CALLS

- 10.1. Telephones are provided for essential aspects of our business. Personal telephone calls are allowed only in the case of emergency and with the prior permission of your line manager.

11. INTERNET AND E-MAIL USAGE

- 11.1. The internet and e-mail are provided for business use. The facilities may only be used for private purposes by prior authorisation from the Chief Executive.

12. BUYING OR SELLING OF GOODS

- 12.1. You are not allowed to buy or sell goods on your own behalf on our premises or from our vehicles.

13. COLLECTION FROM EMPLOYEES

- 13.1. Unless the Chief Executive gives specific authorisation, no collections of any kind are allowed on our premises.

14. FRIENDS AND RELATIVES CONTACT

- 14.1 You should discourage your friends and relatives from either calling on you in person or by telephone except in the case of emergency.

STANDARDS

1. LATENESS/ABSENTEEISM

- 1.1. You must attend for work punctually at the specified time(s) and you are required to comply strictly with any time recording procedures relating to your area of work.
- 1.2. All absences must be notified in accordance with the procedures laid down in this employee handbook.
- 1.3. If you arrive for work more than one hour late without having previously notified us, other arrangements may have been made to cover your duties and you may be sent off the premises for the remainder of the shift/day without pay.

2. SHORTAGE OF WORK

- 2.1. If there is a shortage of work for any reason, the utmost endeavour will be made 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 any statutory payments.

3. WASTAGE

- 3.1. We maintain a policy of “minimum waste” which is essential to the cost-effective and efficient running of all our operations.
- 3.2. You are able to promote this policy by taking extra care in the pursuit of your normal duties to avoid unnecessary or extravagant use of services, time, energy, materials and machinery, and the following points are illustrations of this:
 - Handle vehicles, equipment and stocks with care
 - Turn off any unnecessary lighting and heating. Keep doors closed whenever possible and do not allow taps to drip
 - Ensure that you fully utilize your day. Ask for other work if your job has come to a standstill
 - Start with the minimum of delay after arriving for work and after breaks
 - Do not use vehicles to transport people without prior permission

4. STANDARDS OF DRESS

- 4.1 As you will come into contact with customers and members of the public, it is important that you present a professional image with regard to appearance and standards of dress.
- 4.2 Drivers are expected to wear the staff uniform which has been provided.

4.3 All other staff should wear appropriate clothes relative to their job responsibilities, and they should be kept clean and tidy at all times.

5. HOUSEKEEPING

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

HEALTH, SAFETY, WELFARE AND HYGIENE

1. GENERAL SAFETY

- 1.1. You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately.
- 1.2. You must not take any action which could threaten the health or safety of yourself, other employees, customers or members of the public.
- 1.3. Protective clothing and other equipment which may be issued for your protection because of the nature of your job, should be worn at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued this protective wear is your responsibility.

2. KITCHEN

- 2.1. We provide a kitchen for your use, which must be kept clean and tidy at all times. It may only be used during authorised work breaks.

3. HYGIENE

- 3.1. Any exposed cut or burn must be covered with a suitable approved dressing.
- 3.2. If you are suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.
- 3.3. Any contact with persons suffering from an infectious or contagious disease must be reported before commencing work.

4. EYE TESTS

Staff who need to use VDU's (visual display units) to perform a significant part of their job are legally entitled to receive a full eye and eyesight test by an optometrist. B&ECT will reimburse up to the value of £21 the cost of the test.

5. CHILDREN AT WORK

No children will be permitted at work unless there are exceptional circumstances and with the prior agreement of the Line Manager and the Chief Executive.

SAFEGUARDS

1. CONFIDENTIALITY

- 1.1. 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, and
 - relates particularly to our business 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 written consent.
- 1.2. 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.

2. COPYRIGHT

- 2.1. All written material, whether held on paper, electronically or magnetically, which was made or acquired by you during the course of your employment, 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.

3. VIRUS PROTECTION PROCEDURES

- 3.1. In order to prevent the introduction of virus contamination into the software system the following must be observed:
- Unauthorised software and data must not be used
 - All software and data must be virus checked using standard testing procedures before being used.

4. STATEMENTS TO THE MEDIA

- 4.1. Any statements to reporters from newspapers, radio, television etc will be given only by or with the authority of the Chief Executive.

PROTECTED DISCLOSURE

1. INTRODUCTION

Under certain circumstances, employees have legal protection if they make disclosures about organisations for whom they work. These employees are commonly referred to as “whistle blowers” and their activities have often received wide publicity in the media.

- 1.1 An employee who believes, for example, that an organisation is disposing of toxic waste illegally may “blow the whistle” directly to the press or television, perhaps because of concern for the environment, a belief that the organisation will attempt a “cover up” if asked to stop, or that the organisation is doing it for financial gain.
- 1.2 Employees who “blow the whistle” on organisations, have in the past been treated detrimentally or have had their engagements terminated. Such action clearly discourages employees from whistle blowing even where such action is for the good of the public. The legislation is designed to protect employees from suffering any detriment or termination of engagement for whistle blowing.

2. QUALIFYING DISCLOSURES

- 2.1 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
- 2.2 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.

3. THE PROCEDURE

- 3.1 If you wish to make a ‘protected disclosure’ you should in the first instance report any concerns you may have to your line manager who will treat the matter with complete confidence. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the appropriate organisation or body e.g. the Police, The Environment Agency, Health and Safety Executive or Social Services Department

- 3.2 If you do not wish to report your concerns to your line manager you may take them direct to the appropriate organisation or body.

4. GENERAL NOTES

- 4.1 The Public Interest Disclosure Act 1998 prevents you from suffering a detriment or having your contract terminated for “whistle blowing”, and we take very seriously any concerns which you may raise under this legislation.
- 4.2 We encourage you to use the procedure if you are concerned about any wrong doing at work. However, if the procedure has not been invoked in good faith (e.g. malicious reasons or in pursuit of a personal grudge), then it will make you liable to immediate termination of employment or such lesser disciplinary sanction as may be appropriate in the circumstances.

DISCIPLINARY RULES AND PROCEDURES

INTRODUCTION

It is necessary to have some basic rules in the interests of the whole organisation.

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

The following rules and procedures should ensure that:

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

1. DISCIPLINARY RULES

1.1 There are four levels of offence which will invoke disciplinary action: unsatisfactory conduct, misconduct, serious misconduct and gross misconduct. It is not practicable to specify all offences which may result in disciplinary action, as circumstances will vary according to the nature of the work. In addition to the specific examples shown in this handbook, the breach of other conditions, procedures and rules will also allow the disciplinary procedure to be adopted in order to deal with such matters.

2. UNSATISFACTORY CONDUCT AND MISCONDUCT

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

(these are examples only and not an exhaustive list)

- failure to abide by the general health and safety rules and procedures
- smoking in designated non smoking areas
- possession of alcohol on the premises, or vehicle
- lateness on more than one occasion in a week or on more than three occasions in a month or persistent absenteeism
- unsatisfactory standards or output of work
- rudeness towards customers or members of the public, objectionable or insulting behaviour, harassment, bullying or bad language
- failure to devote the whole of your time, attention and abilities to our business and its affairs during your working hours
- failure to carry out all reasonable instructions or follow our rules and procedures
- unauthorised use or negligent damage or loss of our property
- failure to report immediately any damage to property or premises
- use of our vehicles without approval or the private use of our commercial vehicles without authorisation
- failure to report any incident whilst driving our vehicles, whether or not personal injury or vehicle damage occurs
- if your work involves driving, failure to report immediately any type of driving conviction or summons which may lead to your conviction
- Carrying unauthorised goods or passengers in our vehicles or the use of our vehicles for personal gain.

3. SERIOUS MISCONDUCT

- 3.1** Where there is evidence of unsatisfactory conduct or misconduct, and where, upon investigation, it is shown to be a result of extreme carelessness or to have a serious or substantial effect upon our operation or reputation, you may be issued with a final written warning in the first instance.
- 3.2** In the case of alleged gross misconduct, if, upon investigation, there is shown to be some mitigation, the offence may be treated as serious misconduct and you will receive a final written warning as the first course of action, rather than dismissal.

4. GROSS MISCONDUCT

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

(These are examples only and not an exhaustive list)

- Grossly indecent or immoral behaviour, deliberate acts of race or sex discrimination or serious acts of harassment
- Dangerous behaviour, fighting or physical assault

- Incapacity at work or poor performance caused by intoxicants or drugs
- Possession or use of illicit drugs
- Deliberate falsification of any records (including time sheets, absence records and so on, in respect of yourself or any fellow employee)
- Undertaking private work on the premises and/or in working hours without express permission
- Working in competition with us
- Taking part in activities which result in adverse publicity to ourselves, or which cause us to lose faith in your integrity
- Theft or unauthorised possession of money, whether belonging to us, another employee, or a third party
- Destruction/sabotage of our property, or any property on the premises
- Serious breaches of the health and safety rules, including those shown within the employee safety handbook, which endanger the lives of employees, or any other person
- Interference with, or misuse of equipment, for use at work that may cause harm
- Gross insubordination and/or continuing refusal to carry out legitimate instructions
- Abuse of the personal harassment policy
- Abuse of the protected disclosure provision
- Abuse of internet or e-mail facilities

5. DISCIPLINARY PROCEDURE

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

OFFENCE	FIRST OCCASION	SECOND OCCASION	THIRD OCCASION	FOURTH OCCASION
Unsatisfactory Conduct	Formal Verbal Warning (confirmed in writing)	Written Warning	Final written warning	Dismissal
Misconduct	Written warning	Final written warning	Dismissal	
Serious Misconduct	Final written warning	Dismissal		
Gross Misconduct	Dismissal			

5.1 We retain discretion in respect of the disciplinary procedures to take account of your length of service and to vary the procedures accordingly.

If you have a short amount of service you may not be in receipt of any warnings before dismissal but you will retain the right to a disciplinary hearing and you will have the right of appeal.

- 5.2 If a disciplinary penalty is imposed it will be in line with the procedure outlined above, which may encompass a formal verbal warning, written warning, final written warning or dismissal.
- 5.3 In all cases a warning will be issued for misconduct, irrespective of the precise matters concerned, and any further breach of the procedure in relation to similar or entirely independent matters of misconduct will be treated as further disciplinary matters and allow the continuation of the disciplinary process through to dismissal if the warnings are not heeded.

6. DISCIPLINARY AUTHORITY

The operation of the disciplinary procedure contained in the previous section is based on the following authority at the various levels of disciplinary action

Formal verbal warning (confirmed in writing)	Line Manager
Written warning	Line Manager
Final written warning	Chief Executive
Dismissal	Chief Executive

(Disciplinary action involving the Chief Executive will be taken by the Chairman of the Council of Management)

7. EFFECTIVE PERIOD OF WARNINGS

- 7.1 A Formal Verbal Warning will normally be removed from the record after a six month period.
- 7.2 A Written Warning or Final Written Warning will normally be removed from the record after a twelve month period

8. GENERAL NOTES

- 8.1 If you are in a supervisory or managerial position then demotion to a lower status may be considered as an alternative to dismissal except in cases of gross misconduct.
- 8.2 In exceptional circumstances, suspension from work without pay for up to five days as an alternative to dismissal (except dismissal for gross misconduct) may be considered by the person authorised to dismiss.
- 8.3 Gross misconduct offences will result in dismissal without notice
- 8.4 You have the right to appeal against any disciplinary action within 7 days of the original hearing

9. DISCIPLINARY APPEAL PROCEDURE

- 9.1 The disciplinary rules and procedures, which form part of your contract of employment, incorporate the right to lodge an appeal in respect of any disciplinary action taken against you.
- 9.2 If you wish to exercise this right you should apply either verbally or in writing to the person indicated in your formal warning letter.

- 9.3 An appeal against a formal warning or dismissal should give details of why the penalty imposed is either too severe, unfair, or inappropriate in the circumstances.
- 9.4 Where possible, the disciplinary appeal procedure will be conducted by a trustee so that an independent decision into the severity and appropriateness of the disciplinary action can be made, and you may again be accompanied.
- 9.5 If you are appealing on the grounds that you have not committed the offence then your appeal will take the form of a complete re-hearing and re-appraisal of all matters so that the person who conducts the appeal can make an independent decision before deciding to grant or refuse the appeal.
- 9.6 The result of the appeal will be made known to you in writing within five working days after the hearing.

10. GRIEVANCE PROCEDURE

- 10.1 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.
- 10.2 Nothing in this procedure is intended to prevent you from informally raising any matter you may wish to mention. Informal discussion can frequently solve problems without the need for a written record but if you wish your grievance to be formally recorded and investigated, please make this clear at the outset.
- 10.3 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:
 - Raise the matter with your line manager
 - Explain fully the nature and extent of your grievance. If you wish a fellow employee can be present with you to help you to explain the situation more clearly.
 - If the problem has not been resolved within ten working days you should bring the matter to the attention of the next level of management. This is the final stage of the grievance procedure.

PERSONAL HARASSMENT POLICY AND PROCEDURE

INTRODUCTION

Some 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, gender, marital status, sexual orientation, gender reassignment, age or disability.

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

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

1. EXAMPLES OF PERSONAL HARASSMENT

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

- insensitive jokes and pranks
- lewd or abusive comments about appearance
- displaying abusive or offensive writing or material
- deliberate exclusion from conversations
- unwelcome touching
- abusive, threatening or insulting words or behaviour

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

2. POLICY

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

We have published the following procedures in order that employees know how to make a complaint and how it will be dealt with.

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

3. COMPLAINT ABOUT PERSONAL HARASSMENT

3.1 INFORMAL COMPLAINT

We recognise that complaints of personal harassment and particularly of sexual harassment can sometimes be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal

grievance procedure. In these circumstances you are encouraged to raise such issues with a senior person of your choice, whether or not that person has a direct supervisory responsibility to you.

- 3.2 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 line manager or the person noted above can assist you in this.

4. FORMAL COMPLAINT

- 4.1 Where the informal approach fails or if the harassment is more serious you should bring the matter to the attention of the Chief Executive as a formal written complaint and again the person noted can assist you in this. If possible, you should keep notes of the harassment so that the written complaint can include:

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

- 4.1 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.

- 4.3 The person 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.

- 4.4 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.

- 4.5 If you or the alleged harasser is 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 before the final report is sent, in writing, to you and to the alleged harasser.

5. GENERAL NOTES

- 5.1. If the report concludes that the allegation is well founded, the harasser will be subject to disciplinary action in accordance with our disciplinary procedure. An employee who receives a formal warning or who is dismissed for harassment may appeal against the disciplinary action by using our disciplinary appeal procedure.

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

TERMINATION OF EMPLOYMENT

1 RETIREMENT

The normal age for retirement is 65. All employees have the “right to request” to work beyond the age of 65.

2 TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE

If you terminate your employment without giving and, subject to mutual agreement, working the required period of notice, as indicated in your individual statement of main terms of employment, you will have an amount equal to the additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you.

SECURITY OF EMPLOYMENT

1. POLICY

- 1.1 It is our policy to provide, where possible, continuing employment for all employees. Every effort will be made to carry out such a policy and avoid redundancies.
- 1.2 In the event of needing to reduce staffing levels and to avoid the need for compulsory redundancies the following will apply:
 - contract and temporary workers will normally be discontinued as quickly as possible
 - non essential overtime which accrues time off in lieu will be reduced or eliminated where possible
 - offer the opportunity for staff to be considered for voluntary redundancy

2. CONSULTATION

In the event that we have to dismiss as redundant any employee(s) there will be consultation with them. We will state in writing the reasons for the redundancy which will include:

- The category (and numbers) of employees who may be affected by the redundancy proposal
- The total number of employees in that category
- The proposed method of selecting the employee(s)
- The proposed method of carrying out the dismissal(s), including the period over which this will take place.
- During the consultation we will discuss ways of avoiding the dismissal and reducing the number of employees to be dismissed.
- If after the consultation there is no reasonable alternative to the redundancy, then the employee(s) affected will receive contractual notice (or statutory notice if longer) of termination of employment.

3. PAYMENTS IN RESPECT OF REDUNDANCY

- 3.1 Redundancy payments will be made in accordance with the statutory regulations, and in accordance with the Employment Right Act 1996 and Employment Equality Age Regulations Act 2006.
- 3.2 The statutory amount is based on an average week's pay.
- 3.3 The statutory limits on an average week's pay and number of years' service will be applied.