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# 1. INTRODUCTION

## 1.1 Welcome to 'The organisation'

This is your Employee Handbook which has been compiled to give you a comprehensive and easy-to-use guide to your terms and conditions of employment and the range of policies and procedures at 'The organisation' ('THE ORGANISATION'). Please read it carefully. If you have any comments or queries about the information contained within your Handbook, please speak to the Hon. Secretary.

'The organisation', established in 1991, is a registered charity with the Charities Commission of the United Kingdom whose trustees are legally responsible for all of the organisation's activities under the Charities Act. The trustees, who are all unpaid volunteers, form the governing body of 'The organisation'.

'The organisation' has the objectives of relieving the suffering victims of poverty, social injustice and natural disasters and to improve the quality of life of underprivileged communities through education, health and social development. 'The organisation' works both directly and with partners around the world, carrying out emergency relief, short and long-term projects in orphan welfare, education, safe water, medical care and income generation.

## 1.2 Organisational Details

The charities registered address is:

Wessex Shia Ithna Asheri Jamaat  
AL MAHDI  
Fontley Road  
Titchfield, Fareham  
PO15 6QR

Telephone: 01329 832537  
Fax: 02392-529766

Charity registered number: 1010076

## 2. CHECKLIST FOR NEW EMPLOYEES

During your first week of employment you will undergo the companies Induction programme. You are also required to provide the following documents:

- Your most recent P45 Income Tax Form. If you have not worked before please complete form P46, which is available from the Hon. Secretary
- Bank/Building Society account details (i.e. name and address of the bank/building society, account number, sort code).
- A copy of your passport.

It is important that you provide all of the above mentioned items in order to avoid delays in the employment process. Please ensure that you supply accurate personal and banking details so as your pay can be processed promptly and efficiently.

In line with current regulations, 'The organisation' are asking all prospective employees BEFORE they begin work, to provide an original document from a previous employer, the Inland revenue, benefits Agency or Employment Service, which shows the individual's name and N.I number. Documents include a P45, pay slip, P60 or a N.I number card. If for any reason you are unable to supply the aforementioned documents or you are unable to produce satisfactory evidence of your eligibility to work in the UK, the officer of employment to you may be withdrawn.

### **3. MAIN TERMS AND CONDITIONS OF EMPLOYMENT**

**This section is to be read in conjunction with your individual employment contract. Where any differences exist, your individual employment contract takes precedence.**

#### **3.1 Conditions of Employment**

For all new employees, the conditions stated below must be met prior to confirmation of employment, unless otherwise stated in your contract:

1. Receipt of satisfactory references from a previous employer or professional person. If your references are considered to be unsatisfactory, or if full and accurate information was not provided on your application form, 'The organisation' will withdraw the offer of employment and terminate your contract.
2. Satisfactory completion of probationary period of three months, or as outlined in your individual employment contract, extendable at the discretion of the Hon. Secretary, or as otherwise agreed in your contract of employment. During this time period a review of your performance and conduct will take place. 'The organisation' reserves the right to terminate your employment with the due notice or pay in lieu at any time during the probationary period.

The date on which you commence employment and your position is as detailed in your individual employment contract.

#### **3.2 Pay Arrangements**

You are required to keep an accurate record of your time of arrival, attendance and absences on a log.

You will be paid monthly in arrears by direct debit on or before the last day of each calendar month. A pay slip will be issued to you, which will detail the gross earnings, all deductions (i.e. National Insurance, Tax), additions, if any, and net pay.

'The organisation' reserves the right to make any deductions as appropriate from an employee's salary including, but not limited to, issues of persistent unexplained (i.e. unauthorised) absences and/or lateness, outstanding loans, advances, cost of repairing any damage or loss to the organisation's property caused by you and excess holiday leave taken. In the event of an overpayment in salary being made to you for any reason, you will be required to repay 'The organisation' the excess amount of pay.

Your salary will be subject to annual reviews and agreed amendments will apply from 1st January in each year or from such other date as Management may consider appropriate. The organisation reserves absolute discretion in deciding whether to increase your salary or not and the amount of any such increase.

In the event of your promotion or a change in your job circumstances, your salary may be reviewed, in accord with your job change's circumstances, either immediately or after an

agreed term in the new job.

If there are any monies owing to employees on termination of their employment, the amount will be paid within four weeks of the last working day.

### **3.3 Changes in Personal Details**

You have a responsibility to notify the Hon. Secretary in writing of any changes to your personal details/circumstances, e.g. change of name, address, telephone number, bank/building society, educational achievements etc, to ensure your personal file and pay records are kept up to date. Written notification must be submitted within one week of the change.

It is also important that you advise the Hon. Secretary of the name, address and telephone number of an individual who can be contacted on your behalf in the case of an emergency.

### **3.4 Hours of Work and Overtime**

The normal hours of work are from 9.00am to 5.00pm, Monday to Friday, inclusive of a 1 hour lunch/Dhuhr prayer break, which should be taken between 1pm and 2pm during the summer months and 12pm and 1pm during the winter months. These hours apply to all employees, unless otherwise stated in your contract. The hours of work for the resident alim will be variable due to the role. Hours of work may be varied according to any unusual circumstances and/or the discretion of the Hon. Secretary. If variation is necessary, 'The organisation' will ensure that it is reasonable and that, where possible, the maximum advance notice is given to employees.

Employees may be required to work additional hours in the evening or weekends, due to workload demands and/or the scheduling of special events. No additional payment will be made for additional hours worked. You will be entitled to time off in lieu rather than payment for any overtime worked. Time off in lieu must be authorised by the Hon. Secretary.

### **3.5 Holiday Entitlement**

You are entitled to an annual leave entitlement as specified in your individual employment contract.

The annual leave year starts from 1st January to 31st December.

Employees starting or leaving employment during the leave year will be entitled to paid holidays on the basis of 1/12th of the full annual entitlement for each completed calendar months service during the year. Holiday entitlements can not be carried forward from one year to another, and it is important that you take your entitlement.

Employees leaving employment with 'The organisation' are not entitled to pay in lieu of any outstanding holiday entitlement and therefore may be required to take any unused holiday during their notice period. 'The organisation' reserves the right to make deductions from your final salary payment for any holidays taken in

excess of your entitlement.

Annual leave entitlement is in addition to paid Statutory / Bank holidays. In addition, you are entitled to take 2 working days holiday on Eid Al-Fitr and Eid Al-Adha.

Employees partaking in their first Hajj Trip are entitled to five complementary days.

Requests for holidays must be made in writing to the Hon. Secretary. The notice to be provided is as follows:

- 1 months notice for 1 week or more holiday
- 1 weeks notice for less than 1 weeks holiday

No more than 2 weeks holidays may be taken at one time unless authorised by the Hon. Secretary. Applications for longer terms of leave will be granted depending upon the circumstances of the individual employee concerned and at the discretion of the Hon. Secretary.

In circumstances of excess business demands, an employee may be required to cancel or postpone their already agreed holidays. In that case 'The organisation' will compensate the employee for any losses incurred.

### **3.6 Absence and Sick Pay**

If you are absent from work due to sickness or injury, you may be entitled to receive Statutory Sick Pay (SSP) or other Statutory sickness benefits. The sickness benefit year runs from 1st January to 31st December in any year. 'The organisation' follows the rules and regulations for statutory sick pay as set by legislation.

Therefore if you are sick and need to take time off work, the steps outlined below must be taken. Failure to do so may result in loss of sick pay.

#### **3.6.1 Notification of Absence and Sickness**

You must personally, or someone else on your behalf only if you are unable to communicate, must contact the Secretary at the earliest possible opportunity but no later than 9.15am on the first day of absence. You must clearly explain the reason for your absence, when you became ill or injured and its probable duration.

The documentation to be provided is as follows:

Absences for up to 7 calendar days - Complete a self-certificate form, which must be signed by your Manager.

If you decide to consult your doctor during the first week of absence, a statement may be obtained if it is expected that your absence is expected to last more than 7 calendar days.

Absences for 7 calendar days or more - Consult your doctor in order to obtain a doctor's medical certificate which will cover your absence from there onwards. This should be forwarded to the Hon. Secretary or your line manager immediately together with a completed self-certification form. Further medical certificates must be submitted as appropriate during the full period of your absence.

Following any period of absence, whether due to sickness or otherwise, you may be requested to attend a return to work interview with the Hon. Secretary.

Failure to comply with the organisations rules on either notification of absence or supply of appropriate documentation may result in absence being deemed unauthorised and the period of absence may not be paid or could result in disciplinary action.

### **3.6.2 Statutory Sick Pay (SSP)**

SSP is payable if you are unable to work for at least four or more calendar days. This is known as a Period of Incapacity to Work (PIW) and includes weekends, holidays and other days which you would not normally be expected to work. SSP is subject to the rules of the scheme and is a matter over which the organisation has little discretion. There is no contractual entitlement to SSP and to be eligible for SSP employees must meet the criteria of the scheme and must also complete and/or provide the organisation with the documentation outlined above and the organisation must authorise the absence.

SSP will only be paid for the days that you normally work. SSP is not payable for the first 3 days in a PIW, which are known as waiting days. PIW's can be linked to form one period, provided that the gap between each one is 8 weeks (i.e. 56 days or less). Under these circumstances it would not be necessary to count the waiting days again. SSP is payable for a maximum of 28 weeks. If the sickness runs beyond 28 weeks you may be eligible for Incapacity Benefit for which you need to apply to the relevant government agency.

If you fall sick during your annual holiday or on a statutory / bank holiday, the holiday pay already received from the organisation will include any entitlement to SSP.

### **3.6.3 Discretionary Sick Pay (DSP)**

The trustees will support periods of sickness up to 1 calendar month and you will be paid your normal rate of pay. The trustees may consider a discretionary payment for periods of absence due to sickness or injury over and above 1 calendar month and each case will be assessed individually. Any payments made under DSP will count towards SSP.

## **3.7 Termination of Employment**

The retirement age for both men and women is 65 years.

The minimum period of notice, whether from an employee or 'The organisation', is 4 weeks from either party to terminate the contract.

For staff members with a continuous period of service of over 4 years, the company will give an additional weeks' notice for each year of service up to a maximum of 12 weeks' notice.

It is at the discretion of the organisation whether you should leave immediately upon submitting your resignation, or continue to work throughout your notice period. Salary and other contractual benefits will continue to be paid to you until the notice period comes to an end.

If you are dismissed for gross misconduct, your employment will be terminated

immediately and you will not receive any payment in lieu of notice or outstanding holiday (i.e. Summary Dismissal).

During your notice period (regardless of whether it was given by the organisation or you), please note that:

- The organisation may require you to take any outstanding accrued holiday entitlement.
- The organisation may require that you do not take holiday booked in your notice period although it had previously been authorised, but work out your complete notice period.
- If at your request the organisation agrees to an early release date you will only be paid up to the agreed leave date.
- The organisation may require you to carry out duties which are different from those you were previously carrying out.
- In certain cases the organisation may insist that notice is taken as 'garden leave' during which time you will not be required to attend the organisation's premises, nor will you be permitted to contact donors, fellow employees, nor any other contacts of the organisation. However you will remain available to and contactable by the organisation during working hours.

The organisation may, notwithstanding any other terms of your employment and irrespective of whether the grounds for termination arose before or after it began, at any time by notice in writing, terminate your employment with immediate effect:

- a) if you are convicted of a criminal offence other than one which in the opinion of the trustees does not affect your position as an employee of the organisation, bearing in mind the nature of your duties and the capacity in which you are employed; or
- b) if you are guilty of any serious default or misconduct in connection with or affecting the business of the organisation, commit any serious or repeated breach of your obligations under your employment, are guilty of serious neglect or negligence in the performance of your duties or behave in a manner (whether on or off duty) which is likely to bring the organisation into disrepute or which seriously impairs your ability to perform your duties.

On the termination of your employment you will hand over to the organisation all property (including organisation credit cards and notes, memoranda and other records made by you during your employment) belonging to the organisation or relating to its business, which may be in your possession or under your control and without you or anyone on your behalf keeping copies of any reproducible items and without having downloaded any information stored whether electro magnetically or optically.

After the termination of your employment you will not at any time make any untrue or misleading statement about the organisation or its officers or employees or represent yourself as being, after such termination, employed by or connected with the organisation.

### **3.8 Redundancy**

The organisation recognises its responsibilities towards ensuring that its employees are treated fairly and consistently. This includes circumstances which may arise where changes in competitive conditions, technological developments or organisation requirements necessitate a reduction in employee numbers leading



to subsequent redundancies.

In a situation whereby the organisation is not able to re-deploy or retrain employees in times of business change, any consequent reduction in employment levels will be conducted in a supportive and helpful way.

The Organisation intends to provide the greatest possible security of employment for all employees, however, where it does become apparent through business needs that employment levels should be reduced, or employees relocated, we will consider a variety of approaches aimed at minimising the numbers of employees that might have to leave the organisation as a result of down-sizing or relocation.

The organisation will also strive to ensure that employees affected by such changes are given every opportunity to apply for internal vacancies and adequate training to integrate into new roles. All employees will be treated with respect, dignity and sensitivity through a period of such significant change.

In the event where the organisation is affected by the need to reduce staffing levels, help and advice will be made available to the employee to help him or her through this transition.

A redundancy situation may arise where either: -

- The Organisation has ceased, or intends to cease, to carry on business for the purposes for which the employee was retained, or
- The requirements of the business for employees to carry out work of a particular nature in the place where they are employed have ceased or are expected to cease or diminish.

### **Statutory Requirements**

The organisation recognises its statutory obligations to ensure employees are treated fairly throughout this time of uncertainty and commits to providing statutory redundancy payments quickly and efficiently. Statutory requirements relating to consultation will be observed and payments relating to termination of employment due to redundancy will be at least as per statutory requirements.

### **Selection**

Where the organisation needs to select employees for redundancy, the criteria for selection will be made clear and may include but is not limited to length of service, capability, skills, experience, disciplinary and/or attendance records.

### **Voluntary Redundancy**

The organisation may introduce a policy for voluntary redundancy and in such circumstances details will be made available from the Hon. Secretary. However, the organisation does reserve the right not to accept all (or any) volunteers.

## **3.9 Return of Property**

On the termination of your employment you shall immediately cease to use and shall return to the organisation all business cards, credit and charge cards, phones, clothing and all other equipment issued to you. You are also required to return any original and copy documents or downloaded files in your possession relating to the business of the organisation. In short please return to the organisation all property belonging to the

organisation.

### **3.10 Equal Opportunity**

The staff of 'The organisation' are our major asset and we are committed to working towards the active promotion and practice of equal opportunities both as an employer of people and in the provision of our products and services.

'The organisation' is totally committed in the development of a positive policy to promote equal opportunity in the employment of people regardless of sex, disability, age, marital status, creed, colour, race, ethnic or national origins or social background.

'The organisation' undertakes to draw opportunities for training and development and promotion to the attention of all eligible staff and also to make them aware of this policy.

'The organisation' undertakes to review this policy statement annually to ensure its enforcement and continued adherence.

If any staff of 'The organisation' considers that he or she suffers from unequal treatment in any area outlined above they may make a complaint using the grievance procedures documented in this manual that will be dealt with by the Hon. Secretary.

'The organisation' expects all employees and volunteers to co-operate and abide by these principles. If a member of the organisation discriminates, for the reasons above, against any other person, referral will be made to the Disciplinary procedures in this manual.

### **3.11 Grievance Procedure**

'The organisation' recognises that as an employee you may wish to raise issues or problems affecting your employment, in a confidential environment. The grievance policy allows employees to raise and, wherever possible, resolve discontent or problems to the satisfaction of all concerned.

However, in the first instance, the efforts will be made to achieve resolutions to issues or concerns quickly and informally through normal day to day communications with the line managers and the Hon. Secretary. The following procedure should only be referred to if a perceived grievance cannot be resolved by such means.

This policy has been developed with the aim of providing a fair and equitable approach in dealing with employee grievances. It also reflects the requirement in law that the employer and the employee follow a statutory minimum procedure in the context of resolving grievances. Policies and procedures in this document are intended to be implemented flexibly and not intended to be contractual terms.

#### *What is a Grievance?*

A grievance is a concern, problem or complaint that an employee raises with the employer. Grievance procedures are designed to be used by employers to deal with such matters. They allow the issues to be dealt with fairly, consistently and speedily.

#### *Standard Statutory Grievance procedure*

If you have a query or grievance relating to your employment, you should first discuss it with your immediate line manager. If your line manager cannot resolve the issue to your satisfaction, you should inform him or her that you wish to raise a formal grievance.

The standard procedure will normally be used where you, as the employee are still employed and have not been able to successfully resolve the grievance informally with your immediate line manager or if your complaint relates to your line manager.

The standard procedure involves three main steps:

- I. A statement in writing setting out both the details of and the basis for the grievance. This should be sent to the Organisation in the form of a statement.
- II. A meeting to discuss the issue(s).
- III. A right of appeal against the decision made

In line with the above, the following will apply:

- Following receipt of the written grievance, the Hon. Secretary or appointed person will then consider the issue in a formal meeting with you at which a note taker will be present. This should take place within one week of the notification of a formal grievance.
- You will then be informed in writing of the decision relating to your grievance. This notification should be sent within one week of the meeting and will contain details of your right of appeal.
- Should you wish to appeal, you must inform the Organisation in writing indicating the reasons for the appeal.
- A further meeting will be arranged within seven days to discuss the appeal.
- Where practicable the appeal meeting will be dealt with by a different or more senior person.
- The decision of the appeal will be final and will be confirmed to you in writing within seven days of the meeting.
- At all stages of the above procedure you may choose, if you wish, to be accompanied by either a work colleague or a trade union representative. This companion is there to act as a witness to what was said, to provide moral support, to advise you and to take notes on your behalf if so required.

The organisation will arrange for notes to be made available of all meetings held under the grievance procedure, with one copy being given to you and one placed on your personal file.

## **4 Disciplinary Procedures**

### **4.1 Purpose**

In any organisation it is vital to achieve and sustain certain standards of performance and conduct and also ensure organisational rules are adhered to. The disciplinary procedure aims to help and encourage all employees, in a fair and effective manner, to meet such requirements. Ultimately, this will be beneficial to both the well-being of employees and the effective performance of 'The organisation'.

### **4.2 Principles**

1. No disciplinary action will be taken against an employee until the case has been fully investigated.
2. At every stage in the procedure the employee will be advised of the nature of the complaint against him/ her and will be given the opportunity to state his/her case before any decision is made.
3. Reasonable notice of formal disciplinary hearings will be provided in writing.
4. Disciplinary hearings are to be arranged as soon as possible after the alleged misconduct.
5. At all stages in the procedure the employee will have the right to be accompanied by a work colleague. For persons under 18 years, they have the right to be accompanied by a parent or guardian.
6. A person will be responsible for recording the hearing, and any witnesses may be questioned by the employee or his/her representative.
7. No employee will be dismissed for a first breach of discipline, except in the case of gross misconduct when the action will be summary dismissal.
8. An employee will have the right of appeal against any disciplinary action.

9. The procedure may be implemented at any stage depending upon the seriousness of the employees alleged misconduct. The stage at which the procedure is being implemented will be clearly communicated to the employee.
10. Records will be kept of investigations, interviews and hearings.

## 4.2 Disciplinary Procedure

Minor offences will be dealt with on an informal basis, without referral to the disciplinary procedure. However, where the matter is more serious, or an informal discussion has not resolved the problem satisfactorily, the procedure outlined below will be used.

**Stage 1- Verbal Warning:** If an employees conduct or performance does not meet acceptable standards a verbal warning will be issued. The employee will be advised that the meeting is a disciplinary situation and that is the first stage of disciplinary action. A record of the verbal warning will be made and placed on the file, and copied to the employee, but it will be disregarded for disciplinary purposes after 12 months, **subject to satisfactory performance or conduct being maintained.**

**Stage 2- First Written Warning:** If the employee's conduct or performance continues to be unsatisfactory, or if a serious offence occurs, a written warning will be given. This will give details of the complaint, improvement required and the time scale. In addition, it will warn that action under Stage 3 will be considered if there is no improvement, or a further breach of conduct occurs, and will advise the employee of their Rights of Appeal.

A copy of the written warning will be kept on the individual's personal file, and will be disregarded for disciplinary purposes after 12 months, **subject to satisfactory performance or conduct being maintained.**

**Stage 3- Final Written Warning:** If there is still a failure to improve or the misconduct is sufficiently serious to warrant only one written warning, but insufficiently serious to warrant immediate dismissal, a final written warning will be given. This will give details of the complaint, will warn that dismissal will result if the misconduct continues and advise the individual of their Right of Appeal.

A copy of the final written warning will be kept on the individual's personal file, but will be disregarded for disciplinary purposes after 12 months, **subject to satisfactory performance or conduct being maintained.** However, in exceptional cases a longer period may be specified when the warning is issued.

**Stage 4- Dismissal:** If conduct or performance has not improved, or if the employees commits an act of gross misconduct, dismissal will result. Onlysenior management can take the decision to dismiss. The employee will be provided, as soon as reasonably practicable, with written reasons for the dismissal, the date on which employment terminated and the Right of Appeal.

At its discretion, the organisation may skip or miss out any of the stages within the disciplinary procedure.

## 4.3 Suspension

The organisation reserves the right at any stage of this procedure to suspend you on full pay. Suspension will be for as short a period as possible in order to carry out any

investigation into an alleged serious offence.

#### **4.4 Appeals against disciplinary action**

An employee who wishes to appeal against disciplinary action must do so in writing to the Hon. Secretary within 10 working days of being notified of that decision, stating precisely the grounds of the Appeal. Any disciplinary action will stand until the hearing decides otherwise.

A full review of the facts will be carried, which may involve a further meeting with the employee. The outcome of the appeal will be confirmed in writing.

#### **4.5 Misconduct and Gross Misconduct**

Certain offences may be regarded as so serious as to render you liable to summary dismissal without prior warning. In this case the modified procedure will be applied.

The modified procedure has 2 components:

1. A written statement sent to you outlining the alleged misconduct which led to the dismissal and details of right to appeal
2. The appeal procedure which involves an appeal and where you have the right to be accompanied.

The following lists provide examples of gross misconduct. The list is not exhaustive and in certain circumstances may overlap depending upon the seriousness of the offence. Therefore, it should only be used as a guide to the type of offence which would normally result in a dismissal:

- Persistent poor time-keeping and absenteeism
- Flagrant disregards of the organisations rules, regulations, procedures or policies.
- Unauthorised removal, disclosure or use of property, facilities or information of the organisation.
- Conduct during or outside working hours or away from the premises which is considered to impact on the employee's suitability and acceptability for continued employment.
- Continued failure to meet the normal expected standards of job performance.
- Unprofessional or irresponsible conduct which leads to or could potentially lead to financial, material or ethical damages to 'The organisation'. This includes making false statements or promises.
- Providing false evidence of incapacity for work.
- Failure or refusal to carry out reasonable and proper instructions of management.
- Abuse of telephones and other facilities.
- Assault upon another employee, or other person (physical or verbal).
- Theft or falsification of records
- Being in the possession of or being under the influence of non-medically prescribed drugs or alcohol whilst on the organisation premises
- Serious act of sexual or racial harassment
- Gross negligence
- Serious breach of duty or trust

- Use of foul language or any act that violates commonly accepted standards of behaviour
- Failure to disclose correct information on application form or CV
- Acts of dishonesty
- Breach of Health and Safety rules which endanger the health and safety of others

## **5 Miscellaneous**

### **5.1 Personal Property**

'The organisation' will not accept liability for loss or damage to any property brought onto or left on the premises, unless it can be proved it was due to wilful neglect or default on behalf of 'The organisation'. Employees are advised to arrange their own insurance for their personal possessions.

### **5.2 Company Property and Security**

All employees must ensure that the premises, equipment and facilities are treated with care. In addition, all equipment must be stored in a safe place when not in use.

Under no circumstances is equipment or money to be removed from the premises without authorisation.

The common areas of the office must be kept clean and clear at all times and all staff are responsible for cleaning and washing up cutlery, worktops etc. following use during breaks. Persistent offences will invoke disciplinary procedures.

All employees are responsible for supporting the management in safeguarding the security of staff, visitors, stock, cash, premises, equipment etc. You must be aware of and understand the security arrangements appropriate to your job and must report any suspicion of theft or loss to your senior or the Hon. Secretary as soon as possible.

In the interest of security 'The organisation' reserves the right to request any employee entering or leaving the premises to disclose to a member of management, in the presence of a third party, the contents of any clothing, parcels, bags etc. Employees may also be requested to disclose the contents of any vehicle in their charge at the property. In doing so it is accepted that no accusation is made nor is there necessarily suspicion of dishonesty. If keys are entrusted to you, it is essential that you report immediately any loss.

### **5.3 Data Protection**

The Data Protection Act protects information held by organisations about individuals and enforces a set of standards for the processing of such information. Therefore, there is an obligation on 'The organisation' and employees to ensure that personal information held on computing equipment is obtained, used and disclosed for specific purposes. Personal data must be maintained accurately and protected adequately to prevent loss, destruction or unauthorised use. Any computer print outs must be treated carefully and personal data should not be discussed with anyone other than those directly involved with your duties. Non-adherence to the above will result in disciplinary action and possibly prosecution under the law.

## **5.4 Confidentiality**

During the course of your employment you may have access to confidential, technical, commercial, financial or politically sensitive information.

You have a major obligation to secure and protect any information that comes to your knowledge. Your agreed non-disclosure obligations includes, but are not confined to, the following aspects outlined below:

- **Potential Recipients:** Any person or organisation not formally authorised to receive or be made aware of such information. This includes unauthorised fellow employees, employees of other organisations, actual or potential customers, agents, sub-contracted groups, suppliers, other charitable organisations, relatives and friends.
- In particular, employees must not disclose information through the press, publications, radio, TV, lectures and so on without express permission from the Hon. Secretary. If you receive any enquiries of this nature the matter must be immediately referred to the Hon. Secretary.
- **Range of Application and Information:** All general information of any kind, documentation such as memos, letters, notes, manuals, drawings, inventions etc., are the legal property of 'The organisation' and their unauthorised copying or removal for any other purpose than the organisations activities is expressly forbidden unless authorised in writing by the Hon. Secretary. Your non-disclosure obligations also apply to information regarding customers and suppliers.
- **Withdrawal of Information:** 'The organisation' is permitted to withdraw at any time and without any reason being provided any documented or otherwise stored information from any employee, whether or not such individuals are working through a period of notice.
- **Termination of employment:** In the event of termination of your employment for any reason (whether by 'The organisation', yourself or mutual agreement) you must not take with you or otherwise remove or impart information as defined and implied above.
- Once you have left our employment, your agreement to non-disclosure will remain.

## **5.5 Ethical Conduct**

The commitment of 'The organisation' to conduct its business according to Islamic law and principles, and to observe the current legal requirements in the United Kingdom is



fundamental to the organisation's ethos and underpins our business operations. It is crucial that all employees of 'The organisation' maintain the highest standards of legal and ethical conduct at all times.

## **5.6 Conflict of Interests**

As 'The organisation' is a charitable organisation, it is paramount that all actions taken or knowledge acquired during employment does not have a negative impact on its integrity.

We have a moral and public responsibility to ensure that all decision making is devoid of any personal interest or personal gain to individual employees or volunteers.

Examples where situations of this nature may arise are;- conducting business with organisations/ individual in which the employee has financial interest; involvement in recruiting a friend or relative; being involved in the distribution of funds/donations in which there is potentially a gain personally or to a friend/close relative.

Therefore, as a cautionary measure, it is important to declare any current or prospective interest or relationship with individuals/organisations that you may be in contact with in the course of business at 'The organisation'.

## **5.7 Training and Development**

The organisation has a formal process for identifying the training and development needs of its employees. You will be provided with training applicable to your role and the needs of the organisation.

If you identify any particular training and development that you feel would be beneficial to your current role or to assist in your career development, you should discuss this with the Hon. Secretary.

## **5.8 Performance review and Appraisal**

Your performance is monitored and reviewed on a regular basis and you will be given informal feedback on an ongoing basis and given opportunities to develop in your current role. You are encouraged to discuss your performance and expectations informally with your manager at any time.

The organisation operates an annual appraisal process.

## **5.9 Maternity Benefits**

It is important that female employees understand their maternity rights and benefits and what is required of them in order to exercise these rights. Below is a guide to maternity leave and pay entitlements.

### **5.9.1 Antenatal care**

You are entitled to take paid time off for ante natal care. You will also be required to produce evidence of your appointments after your first visit.

### **5.9.2 Maternity Leave**

All pregnant employees are entitled to Ordinary Maternity Leave of 39 weeks. Pregnant employees who have completed at least 26 weeks service at the 15<sup>th</sup> week before the baby is due are entitled to take Ordinary Maternity Leave (OML) and Additional Maternity Leave (AML).

#### **Procedure**

When you receive medical confirmation that you are pregnant, please notify the Hon. Secretary immediately. You will need to inform them in writing of the date your baby is due - known as the Expected Week of Confinement (EWC). You should notify the organisation of your intention to take maternity leave by the 15th week before the EWC unless this is not reasonably practical. In response the organisation will reply setting out the date on which you are expected to return and your entitlement to maternity leave. If requested to do so you should provide a medical certificate so that we can ensure, as far as is reasonably practicable, that any risk to your health and safety arising from your work may be avoided. The organisation will also provide a risk assessment of your place of work and duties.

### **Maternity Leave & Pay — less than 26 week's service**

#### **Entitlement**

All pregnant employees regardless of their length of service are entitled to 39 weeks Ordinary Maternity Leave. You can commence your Ordinary Maternity Leave at any time from the 11th week before your EWC, providing you have given the organisation at least 28 days notice of your intention to take maternity leave.

Alternatively, if you are absent from work due to a pregnancy related illness at any time during the last 4 weeks before EWC, you will be deemed to have started your maternity leave. If this occurs we will write to you confirming the situation.

If your leave commences unexpectedly because of the birth of your child, then you must notify 'The organisation' as soon as possible.

#### **Eligibility for Maternity Pay**

If you have less than 26 week's service at the 15th week before the EWC you are not eligible to receive maternity pay from the organisation. You may however be eligible to claim Maternity Allowance from the Department of Social Security. You should contact your local Benefits Agency office to see if you are eligible. See below for additional criteria relating to eligibility for Maternity Pay.

### **Maternity Leave & Pay — more than 26 week's service**

#### **Entitlement**

If you have completed at least 26 weeks' service at the 15th week before the Expected Week of Confinement (EWC) you are entitled to take Ordinary Maternity Leave of 39 weeks and Additional Maternity Leave of a further 13 weeks, thereby giving you a total of 52 weeks maternity leave.

You can commence your Ordinary Maternity leave at any time from the 11th week before your EWC providing you have given the Organisation at least 28 days notice of your intention to take maternity leave.

Alternatively, if you are absent from work due to a pregnancy related illness at any time during the last 4 weeks before EWC, you will be deemed to have started your maternity leave. If this occurs we will write to you confirming the situation.

If maternity leave commences unexpectedly because of the birth of your child, then you must notify 'The organisation' as soon as possible.

### **Eligibility for Maternity Pay**

To be eligible for Statutory Maternity Pay you must:

- Have completed at least 26 week's service at the 15th week before EWC
- Have average weekly earnings in the 8 weeks prior to the 15th week before EWC not less than the National Insurance Contributions Lower Earnings Limit (currently £87 per week pre tax as of 30<sup>th</sup> May 2007)
- Still be pregnant at the 11th week before EWC
- Give the organisation at least 28 days notice of your intention to take maternity leave

Statutory Maternity Pay is paid at the following rates: -

- During the first 6 weeks you will be paid at 90% of your average earnings
- During the following 33 weeks you will receive Statutory Maternity Pay
- Additional Maternity Leave is unpaid

If you have less than 26 week's service at the 15th week before EWC you are not eligible to receive maternity pay from the organisation. You may however be eligible to claim Maternity Allowance from the Department of Social Security. You should contact your local Benefits Agency to see if you are eligible.

### **Returning to Work**

#### **From Ordinary Maternity Leave**

Prior to commencing OML you will have agreed with the Hon. Secretary when you wish to return to work and you will be expected to return on this date. Therefore there is no need to give further notice of your intention to return to work.

If you wish to return to work earlier than the agreed return date you must give us 28 days notice of the new date on which you wish to return. If you do not inform us of this, the organisation may have the right to postpone your return until 28 days after the date you informed the organisation, you wished to return early.

If you fail to return after your OML and fail to inform us of your absence, disciplinary action may be taken.

You are entitled to return to the same job, at the same place, in the same capacity on Terms and Conditions of Employment which are no less favourable than those you had prior to commencing OML, unless this is not possible due to a reorganisation taking place during your absence.

As a parent of a young child you are entitled to request the option of being able to work flexibly. We will give serious consideration to a request and will not unreasonably refuse. We may not be able to accommodate requests for all positions and may offer you an alternative position with different Terms and Conditions of Employment in order to meet your request. You are referred to the Flexible Working section of this Handbook which outlines the procedures.

### **From Additional Maternity Leave**

The same procedures as returning from OML apply. You do not have the right to return to the same job as the one you left, but you do have the right to return to one similar and on the same Terms and Conditions.

## **Your Rights During and After Maternity Leave**

### **Employee Benefits**

You will be told of the employee benefits you are specifically entitled to during your OML and, if applicable, during your AML. It should be noted that during AML you may not be entitled to all your benefits.

### **Continuous Service**

On return to work, you will be given full continuous service for the purposes of all service related benefits, provided you return to work on your agreed return date.

### **Holiday Entitlement**

During OML you will accrue your contractual holiday entitlement. During AML you will accrue statutory holidays only.

## **5.9.3 Stillbirth**

In cases, where a baby survives for only an instant or is stillborn after the start of the 16th week before the EWC, the birth is treated as a live birth and maternity benefits as stated in this handbook are applicable. However, if an employee has a stillbirth before the 25th week of pregnancy (i.e. earlier than the 16th week before the EWC) maternity benefits are not applicable and therefore Statutory Sick Pay (SSP) may be an alternative.

## **5.10 Paternity Leave**

To be eligible for paternity leave, employees need to have completed at least 26 weeks service at the 15<sup>th</sup> week before the baby is due.

Employees entitled to take paternity leave are defined as employees who are expected to have paternity responsibilities for a child born after April 2003.

Eligible employees are entitled to take two weeks paid paternity leave within 56 days of the child's birth. Special conditions apply for an early birth. Paternity leave must be taken in one block of two weeks or two separate weeks. Odd days do not count.

Paternity pay is payable to employees who take leave because of their spouse's

pregnancy. Paternity pay will be paid at the same rate as Statutory Maternity Pay less Tax and National Insurance Contributions, if applicable. Paternity pay is only payable for complete weeks.

### **Returning to work**

Prior to commencing paternity leave you will have agreed with the Hon. Secretary when you wish to return to work and you will be expected to return on this date, therefore there is no need to give further notice of your intention to return to work.

If you wish to return to work earlier than the agreed return date you must give as much notice as possible of your intention to return early.

If you fail to return after your paternity leave and fail to inform us of your absence, disciplinary action may be taken.

You are entitled to return to the same job, at the same place, in the same capacity on Terms and Conditions of Employment which are not less favourable than those you had prior to commencing paternity leave, unless this is not possible due to a reorganisation taking place during your absence.

As a parent of a young child you are entitled to request the option of being able to work flexibly. We will give serious consideration to a request and will not unreasonably refuse. We may not be able to accommodate requests for all positions and may offer you an alternative position with different Terms and Conditions of Employment in order to meet your request. You are referred to the Flexible Working section of this Handbook which outlines the procedures.

### **5.11 Adoption Leave**

Any employee who is adopting a child will be entitled to similar benefits as an employee taking maternity or paternity leave. If you are adopting a child, please speak to the Hon. Secretary who will explain your entitlements to you.

### **5.12 Other Leave**

Subject to prior agreement with the Hon. Secretary, you may be provided with reasonable time off to attend doctor, dentist or hospital appointments. Ideally appointments should be made on non-working days wherever possible. However, if they cannot be then they should be made at the beginning or end of a working day to minimise disruption and you will be expected to make up the time.

### **5.13 Time Off for Public Duties**

The Employment Rights Act 1996 gives employees the right to have a reasonable amount of time off work to perform public duties. Local counsellors, members of a statutory tribunal, health or education authority personnel (including governing bodies of schools) qualify for this right. The Organisation will authorise all reasonable

requests for time off to perform these duties providing adequate notice has been given. A maximum of 10 days will be allowed per calendar year to perform these duties and all such leave will be unpaid.

#### **5.14 Jury Service**

If you are called to serve as a juror, the organisation believes that employees should perform their civic responsibilities and serve. Should you receive a request to serve on jury service, you should inform the Hon. Secretary as soon as possible so that arrangements can be made to cover your absence. The organisation will maintain your income up to your basic pay by supplementing your juror's allowance. The court will issue you with a loss of earnings form which you should pass to the Hon. Secretary for completion. The organisation reserves the right to discontinue payments should the jury service continue for longer than two weeks in any calendar year.

#### **5.15 Acting as a Witness**

If you are called to appear as a witness in court, the organisation will maintain your income up to your basic pay for a maximum of three days by supplementing the court's daily allowance. The court will issue you with a loss of earnings form which you should pass to the Hon. Secretary for completion.

#### **5.16 Court Summons**

The organisation will not maintain your income, nor allow you to take additional paid time off if you are required to answer civil or criminal charges. All days required to attend court and/or meet solicitors etc must be taken as annual leave.

#### **5.17 Compassionate Leave**

The organisation will treat the requirement for such leave in cases of bereavement individually, however the following can automatically be taken by employees:

##### **Family**

In the cases of bereavement of a member of the immediate family i.e. spouse, mother, father, child, brother or sister – the organisation will be as sympathetic as possible. You will automatically be given 3 days fully paid leave and any additional leave, subject to reasonable time limits as agreed with the Chief Executive, may be taken as paid holiday or unpaid.

##### **Family member of Spouse**

In order to support spouses with immediate family bereavements, 1 day of fully paid leave will be given. If you require more time to help with arrangements or provide emotional support the additional time may be taken as paid holiday or unpaid and must be agreed with the Hon. Secretary.

#### **5.18 Parental Leave**

Employees entitled to take parental leave are defined as employees who have responsibility for a child or expect to have responsibility for a child. The organisation reserves the right to request evidence from you of your parental responsibility, for example a birth certificate or adoption order.

You are entitled to take parental leave if you: -

- Are taking the leave for the purpose of caring for the child.
- Have been continuously employed by the organisation for at least one year at the date on which you wish to commence the parental leave, and
- Expect to have responsibility for a child born/adopted after 15 December 1999

Service with a previous employer will be taken into account in determining eligibility for leave. The Organisation will ask for details from previous employers of any parental leave taken.

You remain eligible to take parental leave until

- your child's fifth birthday or
- In the case of adoption, five years have elapsed or
- In the case of disabled children receiving disability allowance, the child's 18th birthday.

### **Entitlement — Leave and Pay**

You are entitled to a maximum of 13 weeks unpaid parental leave for each child. Those who have a disabled child are entitled to take up to 18 weeks unpaid parental leave.

For non disabled children the leave has to be taken in blocks of at least one week at a time. Parts of a week will be counted as a whole week. Should your child be disabled, the leave may be taken one day at a time.

You may take a maximum of 4 weeks leave in a year unless otherwise agreed by the organisation. The year commences from the date you become entitled to parental leave.

Whilst parental leave is unpaid, other benefits will continue to apply (for example pension and holiday accrual).

If you wish to take parental leave you should put your request in writing to the Hon. Secretary for agreement. This should: -

- Specify the dates upon which you wish the leave to commence and end
- Give at least 21 days notice. If the leave is to commence following the birth of the child, notice should be given 21 days before the expected week of confinement.

### **Returning to Work**

You are entitled to return to your old job if you have taken parental leave for a period of four weeks or less. This will be on terms no less favourable. If you have taken more than four weeks parental leave then you are entitled to return to your old job or, if that is not reasonably practical to another job which is suitable and appropriate.

Employees who return to work after a period of two or more consecutive periods of statutory leave, which included additional maternity or adoption leave, will return to

the same job unless this is not practicable when they will return to a job with the same or better status, terms and conditions as the original job.

## **5.19 Time off for Dependants**

Time off for dependants is one of a number of family friendly policies that the government has introduced as part of the Employment Relations Bill 1999. It is unpaid leave available to all employees, regardless of the length of service. We have developed some general guidelines for those employees who occasionally need to utilise this benefit.

### **Who is a dependant?**

A dependant is the spouse/partner, child or parent of the employee, or someone who lives with you as part of your family e.g. aunt, grandparent, but not lodgers or housekeepers.

### **What are the circumstances?**

- If a dependant falls ill or has been involved in an accident or assaulted, including where the victim is hurt or distressed rather than injured physically.
- When a spouse is having a baby
- To make long term care arrangements for a dependant who is ill or injured.
- To deal with an unexpected disruption or breakdown of care arrangements for a dependant, for example, when the childminder or nurse fails to turn up
- To deal with the death of a dependant, for example, to make funeral arrangements or to attend a funeral.
- To deal with an incident involving the employee's child during school hours.

### **Time off allowed**

You may take one or two days unpaid leave at the most, depending on the individual circumstances. Long term leave can be taken through other leave arrangements and at the discretion of the Hon. Secretary.

### **Notice Period**

You are required to notify the organisation as soon as possible about your absence. This should be at the commencement of the working day and should be directly to the Hon. Secretary.

## **5.20 Flexible Working for Parents**

This policy aims to ensure that all employees are aware of working parents' entitlement to request a flexible working pattern.

The entitlement to request a flexible working pattern is available to you if you have parenting responsibilities for a child under the age of six or if the child is disabled under the age of eighteen. A request must be made before the 14th day the child reaches the age of six or if disabled reaches the age of eighteen.

To be eligible to request a flexible working pattern you need to have completed at least 26 week's continuous service on the date the request is formally made.

A person with parenting responsibilities is defined as someone who is

- The biological parent, guardian, adopter or foster carer of the child, or



- married to the biological parent, guardian, adopter or foster carer of the child,

The employee must also have or expect to have responsibility for the child's upbringing.

If you would like the possibility of altering your working pattern to enable you to better meet your childcare responsibilities and the organisation's needs you will need to put forward a proposal in writing outlining the following:

- The reasons for you wanting to alter your working pattern
- A proposed alternative working pattern
- What effect the change in working pattern will have on you and your performance
- What effect the change in working pattern will have on your colleagues, your department and the organisation
- How any difficulties resulting from the change in working pattern can be overcome
- The date on which you propose that the change will be effective from.

This should then be sent to the Hon. Secretary. They will then review your proposal and invite you to attend a meeting to discuss the proposal within 28 days of receiving the proposal. Once the meeting has been held and the proposal discussed you will be notified of the decision to accept or reject your proposal within 14 days following the meeting and this will be confirmed in writing to you.

You have the right to be accompanied at the meeting by a work colleague or representative.

### **If your proposal is accepted**

If your proposal is accepted your new working pattern will become effective from the date agreed between you and the Hon. Secretary. This will be a permanent change unless otherwise agreed. You should be aware that any change to your working pattern may result in a change to your remuneration package, if this is the case, this will be discussed with you.

### **If your proposal is rejected**

If your proposal is rejected you will be informed of the reasons why. You have the right to appeal against the decision.

### **The appeals procedure**

Your appeal should be in writing stating the reasons for the appeal and needs to be made within 14 days of you being notified of the decision to reject your proposal. A meeting will be held with you to discuss the grounds of your appeal within 14 days of receiving your appeal. You have the right to be accompanied at the meeting by a work colleague or representative. You will be informed of the outcome of the appeal within 14 days of the meeting being held. If the decision is upheld to reject your proposal you will have no further right of appeal. You will also have to wait 12 months before making another application for a change to your working pattern.

## **5.21 Expenses**

Employees who are required to travel on authorised 'The organisation' business, may be entitled to reimbursement for any reasonable and legitimate expenses incurred. You will be advised beforehand about what is acceptable and you will need to account for all claims. All claims must be submitted on a form accompanied by the respective receipts to the Accounts department for authorisation.

Mileage allowances are calculated at 0.40pence per mile for those employees having to use their vehicle for Company business.

## **5.22 Dress Code**

It is in the Organisation's interest to present a professional image to its donors, suppliers, investors and the public. Therefore, it is expected that you will dress in a manner consistent with safety, good taste and compliant with commonly accepted Islamic requirements.