

LymeForward Staff Handbook

September 2017

Introduction

LymeForward recognises that its principal asset is its people, whether paid staff or volunteers. It is their knowledge and energy that carry the organisation forward.

We provide equal opportunities and are committed to the principles of equality regardless of race, colour, ethnic or national origin, religious belief, political opinion, gender, marital status, sexual orientation, age or disability.

We will apply employment policies that are fair, equitable and consistent with the skills and abilities of our employees and the needs of the business. We look to your support in implementing these policies to ensure that all involved are accorded equal opportunity for recruitment, training and promotion and, in all jobs of like work, on equal terms and conditions of employment.

We do not condone any discriminatory act or attitude in the conduct of our work, either between employees or with the public. Acts of harassment or discrimination on the grounds of race, colour, ethnic or national origin, religious belief, political opinion, gender, marital status, sexual orientation, age or disability are disciplinary offences.

This Handbook contains the essential information you will need about your employment with LymeForward and sets out our rules and regulations.

Sections 1-6 specifically relates to your employment and should be read in conjunction with your contract. *Any circumstances not covered by specific policies and procedures will be dealt with in accordance with current ACAS guidance. See <http://www.acas.org.uk/>.*

Section 7 onwards contains Policies which apply to all who work with LymeForward as well to employees.

LymeForward reserves the right to make changes to policies, responsibilities, rules, procedures and benefits to comply with changes in European and United Kingdom legislation and to improve the terms of benefits to meet the needs of both employees and the organisation. Legislative changes with which the organisation must comply by law will be implemented on the date the legislation comes into effect. LymeForward will consult with employees concerning any other changes as appropriate.

We welcome you and express our sincere hope that you will be happy in our team.

LymeForward Directors

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1. Joining our Organisation

1.1. Probationary Period

You join us on initial probationary period of six months. During this period your work performance and general suitability will be assessed against your job description by your line manager. 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 unsuitable, we may either take remedial action (which may include the extension of your probationary period) or terminate your employment at any time. We reserve the right not to apply our full contractual capability and disciplinary procedures during your probationary period. You will receive a letter to confirm your appointment upon successful completion of your probationary period after six months.

1.2. Job Description

You have been provided with a job description of your role. Amendments may be made to your job description from time to time in relation to our changing needs and your own progression. These amendments will be discussed with you in advance.

1.3. Employee training

At the commencement of your employment you will receive induction training for your job as appropriate, and as your employment progresses your skills may be extended to encompass new job activities within the organisation.

1.4. Performance and Review

Review meetings take place at least quarterly. The purpose of these regular meetings is to review objectives (both personal and organisational) in the light of current knowledge, to identify barriers, any areas for improvement and possible training needs and if necessary to update both short and long term objectives.

Staff Appraisal

Once a year, the review meeting will concentrate in particular on your own overall performance and your achievements in relation to LymeForward and its objectives; to identify barriers and training needs; and to set future objectives. Your own training and development needs will be an important part of this discussion. You will be expected to discuss with your line manager what you have learnt since your last review and what might help you to perform your job better.

Mentoring and Coaching

LymeForward Directors recognise that mentoring and coaching can be very effective tools to support an individual's personal and professional development, and hope to introduce opportunities for staff to participate in such schemes when LymeForward capacity increases.

1.5. Mobility

It is a condition of your employment that you are prepared, whenever applicable, to travel to day meetings within reasonable travelling distance.

1.6. Lateness/Absence from work

If particular hours of work are specified, you must attend work punctually and you are required to comply strictly with any time recording procedures relating to your work.

All absences must be notified in accordance with the sickness and absence recording procedure laid down in this Handbook in Section 3 [Reporting Requirements](#).

2. Duties, Responsibilities & Safeguards

2.1. Disclosure of information & Confidentiality

You must not use for your own purposes, or profit, or for any purposes other than those of LymeForward, any information which you may acquire in relation to the organisation's and/or its clients' business.

If requested by LymeForward you must delete all confidential information from any re-usable material and destroy all other documents and tangible items which contain or refer to any confidential material which you have in your possession or under your control.

The rules concerning disclosure of information apply both during and after your employment with LymeForward and will remain in place for a period of 6 months after your employment ends.

Unauthorised access to organisation information, whether computerised or manual, may lead to disciplinary action. In the case of computerised information, "hacking" will be considered a dismissible offence.

At the time of leaving LymeForward for whatever reason, you are required to return all lists, documentation or any other information related to the organisation and, if requested, confirm compliance of the same in writing. In addition, LymeForward reserves the right to request such information to be returned during the period of notice should the organisation deem it possible that there could be a risk of organisation/commercially sensitive information being made available to other parties.

2.2. Confidentiality

All information that:

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

is confidential and (save in the course of LymeForward's work or as required by law) you must not at any time, whether before or after the termination of your employment, disclose such information to any person without LymeForward's prior written consent.

You are to exercise reasonable care to keep safe all documentary or other material containing confidential information and must 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.

2.3. Statements to the media

Any statements to the media in relation to our work should be given only after authorisation by the Chair of the Steering Group.

3. Benefits

3.1. Sickness Entitlement

Under LymeForward's sickness policy you are entitled to your contractual rate of pay for a maximum of 4 weeks in any one year (April - March), subject to compliance with the reporting and certification requirements below. After 4 weeks, you may be entitled to statutory sick pay.

If you become sick during a holiday period, you may if you wish convert your absence to sick leave and re-arrange your annual leave. You may also ask to take your annual leave whilst on sick leave.

3.2. Compassionate leave

In addition to your legal right to unpaid time off to deal with emergencies concerning dependents, LymeForward will try to be supportive in other circumstances and in most cases will allow at least two days' paid leave. Any further allowance will be at the discretion of the Directors.

3.3. Reporting Requirements

If you are unable to attend work for any reason (including sickness) you should inform your line manager as early as possible on the first day, preferably by phone so that the necessity for any cover can be discussed.

On return to work within 7 calendar days of your first sick day, you must fill in the self-certification form to be found in the Appendices to this handbook.

If you are sick for 7 calendar days or more you must produce a doctor's fit note. Subsequent medical certificates must be produced as necessary to cover the total duration of the period of absence. As a minimum, you should contact your line manager on a weekly basis to provide an update on the injury or illness.

3.4. Holidays and Holiday Pay

LymeForward's holiday year runs from April 1st to March 31st.

You are entitled to at least 5.6 weeks per year including public holidays. This will be pro-rata for part time workers and for any part-year worked.

During your initial three months you will not be entitled to take any paid holiday unless otherwise agreed as part of your employment package when you joined the organisation. This is

to ensure that you spend as much as possible of your probationary period learning the job, getting to know the organisation, and demonstrating your competence and potential.

If you leave the organisation you will be paid for all the unused holiday entitlement you have accrued in the current holiday year minus any leave you have already taken during this period. If you have taken more holiday than you would be entitled to by this calculation then the balance will be deducted from any outstanding wages or salary due to you. LymeForward reserves the right to require you to take any unused holiday entitlement during your notice period.

3.5. Statutory and Public Holidays

As part of your paid holiday allowance, you are entitled to 8 public holidays:

January 1st*

Good Friday

Easter Monday

May Day

Spring Bank Holiday Monday

Late Summer Monday

Christmas Day*

Boxing Day*

*or the day officially substituted if this falls on a weekend.

3.6. Holiday Terms & Conditions

LymeForward usually closes for business between Christmas and the New Year. You will be required to take any of these days that do not fall on a weekend or are not covered by 3.3 above out of your annual entitlement. Details are usually agreed with staff in advance each year.

In exceptional circumstances to meet the needs of the organisation, LymeForward reserves the right to require you to work on a public holiday. Should this be the case time off in lieu will be agreed in advance.

In order to reserve your holiday dates you must make a written request to your line manager as soon as possible. To avoid costs please ensure you have prior approval for your holiday requests before making firm arrangements.

As a general rule you may not take more than two working weeks consecutively without the authorisation of your line manager.

Holidays not taken by 31st March: you may carry forward two days of untaken leave to the following Holiday Year in circumstances where you have not been able to take all your leave because of work. Leave of more than two days must be agreed in advance with your line manager. Any leave carried forward into the next leave year must be taken by the 30th of June of that leave year; leave not taken by the 30th June will be forfeit. There is no entitlement to payment for unused holiday except during termination.

There may be exceptional circumstance where your holiday request may not be granted because of the needs of the organisation; in such cases you will be required to change the dates of holiday.

4. Disciplinary Policy

4.1. LymeForward Disciplinary Policy

LymeForward provides all employees with a disciplinary procedure to ensure fair treatment for those who become liable to disciplinary action because of failure to meet standards relating to performance, conduct or compliance with LymeForward policy and procedures. It should be noted that the primary aim of such a disciplinary procedure is not to terminate employment but to help the employee whose performance or conduct falls below acceptable levels to achieve the necessary improvements.

LymeForward policy and rules exist so that everyone working in the organisation is aware of what is required from them and of the procedures that will apply in the event of these policies or rules being broken.

When a disciplinary matter arises, it is the responsibility of the line manager with support from colleagues or where necessary external professionals, to establish all the facts promptly, fairly and with certainty before recollection fades.

There are two main headings under which disciplinary action may be necessary:

Misconduct or Performance

Conduct or actions which may justify disciplinary action include but are not necessarily limited to the following:

- failure to achieve or maintain the required standards of performance and/or competence including but not limited to carelessness, lack of diligence or poor performance;
- unsatisfactory attendance at work and/or timekeeping;
- conduct or behaviour which is in breach of the standard policies and procedures, which form part of your Contract of Employment and the Staff Handbook; or
- minor breaches of the leave procedure.

This is not an exhaustive list.

Gross misconduct

Conduct or actions which justify immediate termination of employment include but are not necessarily limited to the following:

- disorderly conduct whilst working;
- wilful or other interference with LymeForward property;
- dishonesty or theft of LymeForward or another employee's property;
- being under the influence of alcohol or other drugs whilst working;
- falsification of any LymeForward records including expenses claims and job application forms;
- false sickness claims;

- conviction for a criminal offence resulting in your liability to do your job properly or where your continued employment with the LymeForward would cause the organisation's reputation to suffer;
- behaviour likely to bring LymeForward into disrepute;
- wilful refusal to carry out any reasonable and legitimate instruction from your line manager or a Director, or any other form of insubordination;
- gross incompetence;
- unauthorised or unreported absences from work;
- unauthorised use or communication of trade secrets or confidential information;
- making any private arrangements with suppliers, their agents or any customers or clients;
- any act of discrimination against a fellow employee or client;
- misuse of any copyright work (whether on paper or digital data storage medium) belonging to the LymeForward or a client of the LymeForward's;
- unauthorised use of any third party copyright work;
- data loss, or disruption of the computer systems either deliberately or as a result of your negligence;
- deliberate use of material that may be libellous or slanderous; or
- misrepresenting LymeForward's services to clients or creditors.

4.2. The Disciplinary process

The details of the process are to be found in the Appendix [Disciplinary Procedure](#) at the end of this document.

5. Redundancy

LymeForward hopes that it will not have to make any members of staff redundant, but it reserves the right to do so should there be a downturn of business or re-organisation for whatever reason that means certain jobs should cease or diminish.

In these circumstances staff will be selected for redundancy on the grounds of:

- retaining necessary expertise/skills to allow the organisation to continue to operate efficiently
- retaining employees whose overall performance, attendance and behaviour is in keeping with LymeForward's expectations.

LymeForward will apply an objective selection criterion and will follow the statutory dismissal process.

6. Grievance Policy

6.1. Grievance Policy

LymeForward wishes to maintain a harmonious working environment for all working on LymeForward projects whether as paid staff or on a voluntary basis.

During the course of your engagement with LymeForward, there may well be times when problems or misunderstandings cause you concern. These may be interpersonal grievances, difficulties connected with your work, or complaints about LymeForward's systems or procedures. The best way forward is to raise the problem as soon as it occurs with the person(s) concerned. However, we recognise that you might not always feel able to do this, or you have tried and the matter has not been resolved within a reasonable time. In these circumstances, the Grievance Procedure provides an open and clear way to resolve issues which might otherwise fester.

6.2. Grievance Procedure

If a problem or grievance does arise that you have not been able to resolve with your line manager or the person directly involved, you should feel free to raise the matter formally.

If you feel unable to raise the matter with your line manager, you may consult with any Director, who will give you advice on the appropriate steps to take.

Details of the various stages are to be found in the Appendix [Grievance Procedure](#)

7. Whistle Blowing Policy & Procedures

7.1. Introduction

LymeForward is committed to the highest standards of openness and accountability. In line with that commitment, we encourage you to come forward and voice any concerns you may have with malpractice, serious wrongdoings or health and safety.

7.2. Purpose

This policy is intended to encourage and enable you to raise serious concerns within LymeForward rather than overlooking it or discussing the issue outside. The Public Interest Disclosure Act gives you protection from being penalised as a result of publicly disclosing certain serious concerns, provided that you disclose it under the procedures identified.

7.3. Scope of this policy

The policy extends to all workers, irrespective of position or length of service. Normally any concerns about a workplace situation should be raised with your line manager. However, in certain situations, this may be impossible.

Examples of such concerns maybe that the issue involves:

- Financial malpractice or fraud
- Failure to comply with a legal obligation
- Breach of health and safety procedures
- Criminal activity
- Miscarriage of justice
- Improper conduct or unethical behaviour
- Attempts to conceal any of the above.

This is not an exhaustive list.

7.4. How to raise a concern

Initially any concern should be raised with your immediate manager. However, if this is not possible, or the disclosure concerns that person, you should raise the issue with a(nother) Director. Anonymous disclosures will be accepted but will only be considered at the discretion of LymeForward Directors.

At the first meeting your concerns will be noted and you will be invited to set out in writing the background and history of the concern, giving names, dates, places and reasons why you are concerned about the particular situation. Although you are not expected to prove the truth of the allegation, you will need to demonstrate that there are sufficient grounds for your concern.

7.5. How LymeForward will respond

Your concerns will be taken seriously and you will receive a written acknowledgment of your issue within 5 days of raising it. Directors will investigate all disclosures and the action taken will depend on the type and severity of the concern. LymeForward's Directors accept that you need to be reassured that the matter has been properly addressed. Subject to legal or other constraints, you will receive information about the outcome of any investigation.

7.6. Untrue allegations

It is accepted that you will make an allegation in good faith. Assuming you have, yet investigations do not prove a wrong doing, then no action will be taken against you. However, if it is proved that you have deliberately made malicious or vexatious allegations then disciplinary action may be taken against you.

8. Data Protection Policy & Procedures

8.1. General Principles

In implementing the legislation LymeForward intends to adopt a simple and straightforward approach that is easy to understand. To achieve this, the organisation should not keep on record any information, opinion or judgement that it would not be comfortable to show to its subject and explain if called upon to do so.

The organisation as a Data Controller recognises that it must process all personal data fairly and lawfully and within the regulations contained in the Data Protection Act 1998. It is the organisation's wish that all members of staff recognise the risks involved when dealing with personal data and fully understand the organisation's procedure to minimise these risks.

8.2. Data Protection Policy

LymeForward will not process personal data unless at least one of the following conditions is met:

- The data subject consents to the processing.
- Processing is necessary to the performance of a contract to which the data subject is a party or for the taking of steps at the request of a data subject with a view to entering into a contract.
- Processing is necessary to comply with a legal obligation other than contractual obligation to which the data controller is subject.
- Processing is necessary in order to protect the vital interests of the data subject.
- Processing is necessary for various listed purposes relating to the administration of justice, statutory or official requirements or public duties.
- Processing is necessary for the purposes of the data controller's legitimate business interests and activities.

8.3. Data Protection Procedure

All LymeForward personnel must ensure that:

- Data is obtained without deceiving the individual about the purpose for which the data will be processed.
- Data is obtained from a person who is authorised to supply it or is required to supply it.
- Personal data will be obtained for one or more specified purposes.
- Personal data will be processed in a manner compatible with that purpose.
- The data subject will be given information about the purpose of processing in accordance with the fair processing requirements.
- Personal data obtained is adequate, relevant and not excessive to the purpose of processing.
- The minimum amount of personal data is obtained to fulfil the purpose.
- Personal data is accurate and where appropriate kept up to date.
- Where a data subject notifies the organisation of an inaccuracy in the data, the data is amended to reflect this fact.

- Personal data processed shall not be kept for any longer than is necessary for that purpose.
- Personal data will be processed in accordance with the data subject's rights under the Data Protection Act.
- A risk-based approach will be taken to determine the measures required preventing such a loss.

8.4. Access to Employee Data

Policy

Subject to the following provisions all employees will have the right of open access to their personal employment records.

Personal Employment Records

A personal employment record is a manual and /or electronic record and its contents which is capable of enabling the identification of the particular employee by way of an index and / or personal identifier, such as a name or reference number. It may contain information legitimately required for the purposes of statutory employment records or management and administration. It may not contain material that cannot be legitimately shown to be related directly or indirectly to the employment of the employee concerned. All records should be kept in a form that is generally chronological, easily readable and auditable.

Other Employment Records

There is from time to time a need to establish and maintain one-off records for particular purposes, for example disciplinary and grievance cases where it is not practical to keep the record on one single file. E mails may also form part of the records.

Record keeping

The ownership of the personal employment record remains with the organisation. Personal records may only be established and maintained by the relevant Director.

Job descriptions would not fall within the scope of these provisions except where it is traceable by a personal identifier.

The relevant Director is responsible for the proper application of this policy.

Sensitive data

This is defined as:

- Political opinions
- Religious or similar beliefs
- Membership of a trade union
- Physical or mental health condition
- Sexual life
- Offences or alleged offences

It is the organisation's policy that explicit and informed consent of employees will be obtained before the processing of sensitive data. The Act prohibits the processing of sensitive data except in specified circumstances.

Consent

For prospective and new employees consent will be obtained in the Contract of employment

8.5. Employee rights

Rights of Access

Employees will have right of access to their personal employment record normally within one month of written notice received by the organisation.

Archived data or data that is very difficult or burdensome to locate need not be retrieved if the likely effect of non-retrieval is minimal on the data subject.

The access will be by arrangement and viewing of the content of the record will be kept at its location, in the presence of the appropriate Director. The purpose of this provision is to ensure that no material is inappropriately removed or destroyed. All access to documents and data should be kept and recorded by the said appropriate Director.

Accuracy and legitimacy of data

An employee may challenge the accuracy of an entry in the record and if after investigation it is found that the entry is inaccurate, shall be entitled to have the entry corrected or removed and to have this action confirmed in writing.

An employee may challenge the legitimacy of making or keeping particular data or other information in the record.

References - employees & prospective employees

In general the obligation is to ensure that all references, oral or in writing, given in respect of an employee of the organisation contain only information that is factual or is honest opinion or judgement that is capable of being demonstrated as being reasonable by reference to actions, events or circumstances.

References provided formally on behalf of the organisation must be reasonable and defensible. A copy of each reference given should be retained in the employee's personal employment record.

Confidential references

Confidential references given by the organisation should be written in the knowledge that the receiver may seek consent to disclose the reference to the prospective employee before or after he/she has been engaged. The organisation may, or may not, agree to such disclosure. In addition, there are certain legal procedures under which disclosure may be ordered.

References from other employers

References requested and received by the organisation from other employers are usually provided in confidence.

Employees will be entitled to have access to references received should they so request if the provider of the reference has consented and there is no other substantial reason for the organisation to do otherwise.

Retention of records

Employee records covered by this policy shall be retained, after the actual date of the employee leaving, for the following period:

- HR records 6 years
- Payroll records in accordance with tax requirements
- Pension records in accordance with pension scheme requirements

After that period, records shall be destroyed.

9. Equalities Policy & Procedures

9.1. Equalities Policy

LymeForward recognises that it is essential to provide equal opportunities to all persons without discrimination. This policy sets out the organisation's position on equal opportunity in all aspects of employment, including recruitment and promotion, giving guidance and encouragement to employees at all levels to act fairly and prevent discrimination on the grounds of sex, race, marital status, part-time and fixed term contract status, age, sexual orientation or religion.

Statement of policy

(a) It is the policy of LymeForward to ensure that no job applicant or employee receives less favourable treatment on the grounds of sex, race, marital status, disability, age, part-time or fixed term contract status, sexual orientation or religion, or is disadvantaged by conditions or requirements that cannot be shown to be justifiable. The organisation is committed not only to its legal obligations but also to the positive promotion of equality of opportunity in all aspects of employment.

(b) The organisation recognises that adhering to the Equalities Policy, combined with relevant employment policies and practices, maximises the effective use of individuals in both the organisation's and employees' best interests. LymeForward recognises the great benefits in having a diverse workforce with different backgrounds, employed solely on ability.

(c) The application of recruitment, training, and promotion policies to all individuals will be on the basis of job requirements and the individual's ability and merits.

(d) All employees of the organisation will be made aware of the provisions of this policy.

9.2. Equalities Procedures

Recruitment and promotion

(a) Advertisements for posts will give sufficiently clear and accurate information to enable potential applicants to assess their own suitability for the post. Information about vacant posts will be provided in such a manner that does not restrict its audience in terms of sex, race, marital status, disability, age, part-time or fixed term contract status, sexual orientation or religion.

(b) Recruitment literature will not imply a preference for one group of applicants unless there is a genuine occupational qualification which limits the post to this particular group, in which case this must be clearly stated.

(c) All vacancies will be circulated internally.

(d) All descriptions and specifications for posts will include only requirements that are necessary and justifiable for the effective performance of the job.

(e) All selection will be thorough, conducted against defined criteria and will deal only with the applicant's suitability for the job. Where it is necessary to ask questions relating to personal circumstances, these will be related purely to job requirements and asked to all candidates.

Employment

(a) LymeForward will not discriminate on the basis of sex, race, marital status, disability, age, part-time or fixed term contract status, sexual orientation or religion in the allocation of duties between employees employed at any level with comparable job descriptions.

(b) LymeForward will put in place any reasonable measures and/or adjustments within the workplace for those employees who become disabled during employment or for disabled appointees.

(c) All employees will be considered solely on their merits for career development and promotion with equal opportunities for all.

Training

(a) Employees and volunteers will be provided with appropriate training regardless of sex, race, marital status, disability, age, part-time or fixed term contract status, sexual orientation or religion.

(b) All employees and volunteers will be encouraged to discuss their career prospects and training needs.

Grievances and victimisation

(a) LymeForward emphasises that discrimination is unacceptable conduct which may lead to disciplinary action under the organisation's Disciplinary Procedure.

(b) Any complaints of discrimination will be pursued through the organisation's [Grievance Procedure](#) Grievance Procedure.

10. Health & Safety Policy and Procedures

LymeForward recognises that it has a duty to maintain safe and healthy working conditions and ensure safe storage/use of substances.

(a) All staff and volunteers must be aware that they have a duty to take reasonable care for their own health and safety and that of any other person who may be affected by anything they do.

(b) All portable electrical appliances must be tested annually by a competent contractor who should mark each item that has successfully passed the test and should provide a written record about all items tested in the building and any remedial work that has been carried out. No portable appliances are to be allowed onto the premises that have not passed a test.

(c) No member of staff or volunteer shall be required to lift anything unless they feel it is within their capacity and are happy to do so. Lifting aids should be utilised wherever possible.

(d) Directors will be responsible for overseeing an annual risk assessment to identify any particular risk areas around the premises and in particular areas of activity. Details of the assessment including a review of fire evacuation procedures shall be recorded together with any measures taken to minimise the risks.

(e) Staff and volunteers will be responsible for tidying furniture, chairs and personal belongings so that they do not pose a risk, and for taking action themselves should they see a potential hazard.

11. Safeguarding Policy & Procedures

11.1. Safeguarding Policy Statement

LymeForward is committed to supporting the right of children and vulnerable adults to be protected from abuse and to making sure that all personnel work together and act promptly when dealing with allegations or suspicions of abuse.

This policy applies to all Directors, paid staff, steering group members, volunteers, sessional workers, or anyone else working on behalf of LymeForward.

Its purpose is :

- to protect all under 18s and vulnerable adults with whom LymeForward personnel come into contact. This includes the children of adults who use our services and vice versa.
- to provide staff and volunteers with the overarching principles that guide LymeForward's approach to safeguarding.

SAFEGUARDING IS EVERYBODY'S BUSINESS - Safeguarding is the responsibility of everyone. If there are concerns that someone is being abused, loyalty to that person comes before anything else – the group, other service users, other partnering organisations and the person's friends and family.

DOING NOTHING IS NOT AN OPTION - If anyone knows or suspects that a child or vulnerable adult is being abused, action must be taken and those actions properly recorded.

However, LymeForward recognises that it has no professional competency in this field, so for children:

LymeForward will work within the boundaries of the pan-Dorset Inter-Agency Safeguarding Children Procedures. Information regarding reporting of child abuse is available on DorsetForYou at <https://www.dorsetforyou.gov.uk/child-protection-report-a-concern> ;

and for vulnerable adults:

LymeForward will work within the boundaries of the Bournemouth, Dorset, and Poole Multi-Agency Safeguarding Adults Procedures. Information regarding reporting of adult abuse is available on Dorset County Council's My Life, My Care website at <https://www.mylifemycare.com/Adult-abuse>.

LymeForward will seek to protect everyone with whom it has contact by:

- valuing everyone as an individual, listening to and respecting them
- responding effectively to any circumstances giving grounds for concern, or where formal complaints or expressions of anxiety are expressed
- adopting appropriate procedures and codes of conduct for all LymeForward personnel

- providing effective management for staff and volunteers through supervision, support and training
- recruiting safely, ensuring all necessary checks are made
- sharing information about good practice in safeguarding issues with all LymeForward personnel
- monitoring and evaluating how LymeForward policies, procedures and practices for protecting children and vulnerable adults are working, and are up to date with good practice and the law in relation to safeguarding children and vulnerable adults

11.2. Definitions

What is a child?

The Children Act 1989 defines a child as a person under eighteen years of age, for most purposes.

What is a vulnerable adult?

The definition of a vulnerable adult is a person over the age of 18 years who may include a person who:

- Is elderly and frail
- Has a mental illness including dementia
- Has a physical or sensory disability
- Has a learning disability
- Has a severe physical illness
- Is a substance misuser
- Is homeless

Abuse

is a violation of an individual's human and civil rights by any other persons(s) or group of people. Abuse may be single or repeated acts.

It can be:

- **Physical:** for example, hitting, slapping, burning, pushing, restraining or giving the wrong medication.
- **Psychological and emotional:** for example, shouting, swearing, frightening, blaming, ignoring or humiliating a person, threats of harm or abandonment, intimidation, verbal abuse.
- **Financial:** including the illegal or unauthorised use of a person's property, money, pension book or other valuables, pressure in connection with wills, property or inheritance.
- **Sexual:** such as forcing a person to take part in any sexual activity without his or her informed consent – this can occur in any relationship.
- **Discriminatory:** including racist or sexist remarks or comments based on a person's disability, age or illness, and other forms of harassment, slurs or similar treatment. This also includes stopping someone from being involved in religious or cultural activity, services or support networks.
- **Institutional:** the collective failure of an organisation to provide an appropriate and professional service to vulnerable people. This includes a failure to ensure the necessary safeguards are in place to protect vulnerable adults and maintain good standards of care

in accordance with individual needs, including training of staff, supervision and management, record keeping and liaising with other providers of care.

- **Neglect and acts of omission:** including ignoring medical or physical care needs. These can be deliberate or unintentional, amounting to abuse by a carer or self-neglect by the vulnerable person: for example, where a person is deprived of food, heat, clothing, comfort or essential medication, or failing to provide access to appropriate health or social care services.

11.3. How Might Abuse be noticed?

LymeForward personnel might come into contact with children and / or vulnerable adults through general public events or more closely at consultation groups or when directly delivering services or working alongside other providers in the course of their work.

The types of contact with children and / or vulnerable adults will be both:

- *regulated activity* - ie 'frequent contact' with a vulnerable person (once a month or more) or 'intensive contact' (3 days or more within a 30 day period).- and
- *controlled activity* which includes e.g. ancillary roles – such as caretakers where there may be contact with vulnerable groups, and also includes administrators or trustees who can access data on vulnerable people.

Concerns about or evidence of abuse can come through:

- A direct disclosure by the child or vulnerable adult.
- A complaint or expression of concern by another staff member, volunteer, another service user, a carer, a member of the public or relative.
- An observation of the behaviour of the child or vulnerable adult by the staff member, volunteer, member of staff or carer.

11.4. Action to be taken if abuse is suspected.

To ensure any action is correct and up-to-date, see the box in the first paragraph of this policy.

11.5. Responsibilities and Procedures to implement this Policy

- If any project plan proposes that any LymeForward personnel will be in a situation where they will have frequent, intensive, and unattended contact with children or vulnerable adults, those volunteers must submit to a Disclosure & Barring Service check, provide two references and undergo safeguarding training before they will be allowed to undertake the project work.
- All volunteers will be requested to read LymeForward's Safeguarding Policy and Procedure.
- Where abuse to a vulnerable person is alleged, suspected, reported or concerns are raised, the Dorset Multi-Agency Safeguarding Procedures must be followed. The confidentiality of the vulnerable person will be respected wherever possible and his/her consent obtained to share information. The vulnerable person should be made aware that staff cannot ignore issues around abuse and that steps will be taken to deal with them in as sensitive a manner as possible. The welfare of the individual is paramount

Appendices

Appendix A

Disciplinary Procedure

See Section [Disciplinary Policy](#) for details of the LymeForward Disciplinary Policy.

Stage 1 Establishing the facts

It is important to carry out necessary investigations of potential disciplinary matters without unreasonable delay to establish the facts of the case. In some cases this will require the holding of an investigatory meeting with you before proceeding to any disciplinary meeting. In others, the investigatory stage will be the collation of evidence by the assigned investigatory person(s) (usually the Director with HR Responsibility) for use at any disciplinary meeting.

There is no statutory right for an employee to be accompanied at a formal investigatory meeting; however such a right may be allowed at the discretion of LymeForward as necessary.

In cases where a period of suspension with pay is considered necessary, this period should be as brief as possible, kept under review and will be made clear to you that the suspension is not considered a disciplinary action.

Stage 2 Notification of a meeting

If it is decided that there is a disciplinary case to answer, you will be notified of this in writing. This notification will contain information about the alleged misconduct or poor performance and its possible consequences to enable you to prepare to answer the case at a disciplinary meeting. It would normally be appropriate to provide you with copies of any written evidence, which may include any witness statements, with the notification.

The notification will give details of the time and venue for the disciplinary meeting and advise you of your right to be accompanied at the meeting by a fellow worker or trade union representative. Any companion may contribute to the meeting, sum up your case, respond on your behalf to any views expressed at the meeting and confer with you during the meeting. The companion does not, however, have the right to answer questions on your behalf, address the meeting if you do not wish it or prevent LymeForward representatives from explaining their case.

This meeting should take place as soon as possible but you will be given reasonable time to prepare your case

Stage 3 At the meeting

The chair of the meeting (usually the Director with HR Responsibility) will explain to you the nature of the complaint and the evidence for it. You will be able to set out your case and answer any allegations.

You may ask questions, present evidence and call relevant witnesses. You may raise points about any information provided by witnesses. Where you intend to call relevant witnesses you should give advance notice that you intend to do this.

Stage 4 Outcome of the meeting

Following the meeting the Directors (excluding the Chair of Directors) will decide whether or not disciplinary or any other action is justified. You will be informed of the decision in writing, without unreasonable delay and, where appropriate, we will set out what action we intend to take to resolve the grievance. You can appeal if you are not content with the action taken.

Where misconduct is confirmed or you are found to be performing unsatisfactorily it is usual to give you a written warning. A further act of misconduct or failure to improve performance within a set period would normally result in a final written warning.

If your first misconduct or unsatisfactory performance is sufficiently serious, it may be appropriate to move directly to a final written warning. This might occur where your actions have had, or are liable to have, a serious or harmful impact on LymeForward.

A first or final written warning issued to you will set out the nature of the misconduct or poor performance and the change in behaviour or improvement in performance required (with timescale). You will be told how long the warning will remain current (see table below). You will be informed of the consequences of further misconduct, or failure to improve performance, within the set period following a final warning. For instance that it may result in dismissal or some other contractual penalty such as demotion or loss of seniority.

Where you are persistently unable or unwilling to attend a disciplinary meeting without good cause a decision will be made on the evidence available in your absence.

Table Summarising Potential Disciplinary Outcomes

| Offence | First Occasion | Second Occasion | Third Occasion | Fourth Occasion |
|--|--|-----------------------|-----------------------|------------------|
| Unsatisfactory Conduct/performance | Final verbal warning – confirmed in writing or first written warning | Written warning | Final written warning | <u>Dismissal</u> |
| Misconduct | Written warning | Final written warning | <u>Dismissal</u> | - |
| *Sufficiently Serious Misconduct/unsatisfactory performance | Final written warning | <u>Dismissal</u> | - | - |
| *Gross Misconduct | <u>Dismissal</u> | - | - | - |
| * note that the outcome depends on the offence and the stage you are in the process. | | | | |

Stage 5 Appealing

If you are dissatisfied with the outcome of the disciplinary procedure and you feel the action taken against you is wrong or unjust, you should appeal in writing directly to the Chair of Directors within 5 working days of the decision, stating the grounds for your appeal. She/he will convene a panel of Directors who have not previously been involved in the original case, and may recruit from LymeForward members if necessary to ensure impartiality. This appeal meeting will take place within 10 working days of receipt of your notice of appeal and the decision will be made within 10 working days of the appeal meeting. The decision of the Appeal will be final and a written note of the decision will be given to you.

You have a right to be accompanied at appeal meetings. The same rules apply in relation to being accompanied as for the original disciplinary meeting.

You will be informed in writing of the results of the appeal meeting as soon as possible.

Special cases

If you are charged with, or convicted of a criminal offence, this is not normally in itself reason for disciplinary action, but you must inform LymeForward. Consideration will be given to what effect the charge or conviction has on your suitability to do the job and your relationship with LymeForward's, work colleagues and clients.

Key points to remember

If your first misconduct or unsatisfactory performance is sufficiently serious, you may be moved directly to a final written warning. This may occur where your actions have had, or are liable to have, a serious or harmful impact on LymeForward, other employees or clients.

Cases of gross misconduct may call for dismissal without notice for a first offence if they are so serious in themselves or have very serious consequences. Please note that if there is a first instance of sufficient seriousness to amount to gross misconduct, or despite warnings given/ action taken in accordance with Stages 1, 2 or 3 there is a further incident or your conduct and/or performance is still not acceptable to LymeForward, you will be dismissed without notice or with pay in lieu of notice.

Periods of Warnings

- Formal verbal Warning

A formal verbal warning will normally be disregarded after a 3 month period.

- Written warning

A written warning will normally be disregarded after a 6 month period but stay on record.

- Final written Warning

A final written warning will normally be disregarded after a 12 month period but stay on record.

Appendix B

Grievance Procedure

For LymeForward's Policy see [Grievance Policy](#)

Stage 1 Stating grievance in writing

If it is not possible to resolve a grievance informally, or if it remains unresolved, you should raise the matter formally and without unreasonable delay with your line manager if he/she is not the subject of the grievance. If the grievance is with your line manager, you should raise the issue with another Director. This should be done in writing and should set out the nature of the grievance.

Stage 2 Meeting

Your line manager (or designated Director) will hold a formal meeting without delay after your grievance is received. At this meeting, and for any further meetings, you have the right to be accompanied by a person of your choice.

At the meeting you may explain your grievance and how you think it should be resolved. Consideration will be given to adjourning the meeting for any investigation that may be necessary; you will be informed if this should arise.

Stage 3 Outcome of the meeting

Following the meeting, Directors will decide what action, if any, to take. You will be informed promptly of the decision in writing and, where appropriate, Directors will set out what action is to be taken to resolve the grievance. You can appeal if you are not content with the decision.

Stage 4 Appealing

If you are dissatisfied with the stage 3 decision or if new information has come to light, you should appeal the outcome of the grievance within 5 working days of receiving the written decision. The Directors who were not directly involved in the original case will arrange an appeal meeting within 10 working days of receipt of such notice of appeal. The appeal will be decided upon within 10 working days of the appeal meeting, wherever possible. The appeal decision will be final and a note of the decision will be given to you in writing.

Leavers

You should use this procedure if you have an outstanding grievance with LymeForward on leaving employment. If you raise a grievance on leaving, you can ask the organisation to deal with it in writing only. LymeForward reserves the right to follow the full grievance procedure. If LymeForward agrees to deal with the grievance in writing only the written decision will be final.

Appendix C

Return to Work Form

- This form is to be completed for all sick leave of seven calendar days or less
- All sick leave in excess of seven days requires a signed Doctor's certificate
- This form must be completed on the day of your return and passed to your line manager

Employee Name: _____

PERIOD OF SICKNESS

| | |
|--|--|
| Date of First Day of sickness absence | |
| Date of Last Day of sickness absence | |
| Date returned to work | |
| Total Number of Days off sick (hours if part-time) | |

DETAILS OF SICKNESS/INJURY

Please state why you were unfit to work. Words such as illness/sickness are not enough. If absence is related to an injury, give brief details of injury and cause. Ensure that any accident at work is entered in the Accident Book.

Disciplinary action will be taken if it is found that false information has been provided.

Employee's Signature: _____

Date: _____

Manager's Signature: _____

Date: _____