



## **Employee Handbook**

### **March 2025**

This handbook is correct at time of printing, for the most up to date version please see the staff standard forms site. Where new legislation changes the content of this handbook then prevailing legislation will be applicable. While every effort is made to keep the contents of this document current, the Company reserves the right to modify, suspend, or terminate any of the policies, procedures, and/or benefits described in this Employee Handbook with or without prior notice to employees. Any policies, rules and procedures which are non-contractual are denoted by a '\*'.

Failure to abide by the policies and procedures contained in this Handbook may result in disciplinary action up to and including dismissal. Where there is a conflict between the Contract of Handbook and Employee Contract, the Contract of Employment shall have precedence.

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## **Joining the Company**

### **1. Welcome to Exeter Golf & Country Club**

The Club has been on its present site since 1929. It started out as a golf Club but over the years more and more facilities were added and it is now a Country Club offering many sports opportunities for all ages. However, it is more than just a sports Club; it is a true family Club and many of the members have memories of the Club since childhood. Furthermore, many members no longer take part in any of the Sports but remain members for purely social reasons. That makes the Club very special and very personal to many members. It also means that there is a great sense of belonging and when things go wrong, or members have a bad experience, they take it personally and all the more so when accompanied by a guest. This sense of belonging is also true of many of our visitors who regularly come to the Club for all sorts of reasons, business or otherwise, as the Club is an integral part of City life and very much part of the "Exeter scene".

All our members are shareholders of the Company. They hold shares in the business and they pay an annual subscription to take part in Club activities, so before anyone buys a drink, or pays for one of the many activities laid on for members' benefit, a contract already exists to offer good service in a professional and courteous manner. The relationship between members and staff is a key and vital ingredient in the success of the Club. Similarly, those who join the staff have a high reputation to live up to.

#### **How is the Club Run?**

The Exeter Golf and Country Club is a Limited Company with a Board of Directors. The Directors have traditionally all been members of the Club and work in this capacity for no remuneration at all. They sit on the Board to ensure that the Club continues to be run for the benefit of the members and that financial matters are dealt with according to the laws & rules that determine the nature of the business. Board Directors are non executive and as such have no direct or executive role in the day to day management of the staff. This is left to the General Manager who is appointed by the Directors and this appointment will vary from time to time. It is important for all staff to know the structure of the Club and who is responsible for managing the day to day affairs whether running our sports, catering, finance or whatever. However, it is a team effort and each department very much relies and depends upon other departments to help in whatever way they can. The Board nominate a Chairman and Vice Chairman who are the senior members of the Board. In total the Board may consist of 8 Club members.

There are also a number of Committees which help run many aspects of the Club. All sports sections have a section committee and representatives from these committees together with 6 other elected members also sit on the Club Committee which is chaired by the President. The President remains in office for one year. This committee advises management on social aspects of the Club as well as acting as a conduit between the members, the Board and the General Manager regarding the day to day business of the Club.

Exeter Golf & Country Club Forms can be found on \\EGC-EXE-FP01\Data\Intranet and are highlighted in blue within this document.

## **2. Values and Ethics**

<b>Accessibility</b>	We care what you think.
<b>Integrity</b>	We will be honest, fair and trustworthy.
<b>Dedication</b>	Dedicated to self-development and empowerment.
<b>Security</b>	Every individual will feel valued without fear or favour.
<b>Empathy</b>	Constant consideration for the emotions and circumstances of others.
<b>Enjoyment</b>	Encourage fulfilment and enjoyment.
<b>Relationships</b>	Build long term relationships and understand individuality.
<b>Progressive</b>	Everything we do today is for excellence tomorrow!

### **3. Charter for Managing People**

A Manager shall:

- Give clear and precise requests.
- Treat every employee with respect and courtesy.
- Be approachable, and be able to respond constructively to issues raised by staff.
- Be committed to the personal and professional development of all staff.
- Treat all employees fairly and equally, with full regard to Equal Opportunities.
- Encourage the free flow of information to help staff do their jobs effectively.
- Develop and encourage a positive team spirit.
- Strive to provide a service of management to enable staff to put the customer first.
- Develop an environment where criticism or complaints are dealt with in a constructive and positive way.

## **4. Equal Opportunities Policy**

This sets out the Club's policy on equal opportunities. Exeter Golf & Country Club is committed to a policy of treating all its employees, job applicants, clients, customers, members and suppliers equally.

### **Principles**

There should be no discrimination on account of race, colour, religion or philosophical belief, political association or belief, ethnic origin, sexual orientation, gender, disability, gender reassignment, nationality, age, fixed-term, marital, pregnancy and maternity, or part-time status. The majority of these points are referred to as Protected Characteristics under the Equality Act 2010. Exeter Golf & Country Club will ensure that none of the following forms of discrimination take place:

- Direct Discrimination – where someone is treated less favourably than another person because of a protected characteristic
- Indirect Discrimination – where a rule or policy that applies to everyone within the organisation can disadvantage people with a particular Protected Characteristic
- Associative Discrimination – where direct discrimination takes place against a person because they associate with someone who has a Protected Characteristic
- Discrimination by Perception – where direct discrimination takes place against someone because others think they possess a Protected Characteristic, whether they do or not
- Exeter Golf & Country Club will appoint, train, develop, reward and promote on the basis of merit and ability.
- All employees have personal responsibility for the practical application of the Club's equal opportunities policy, which extends to the treatment of job applicants, employees, clients, customers, suppliers and visitors.
- Special responsibility for the practicable application of the Club's equal opportunities policy falls upon Senior Managers, Managers and supervisors involved in the recruitment, selection, promotion and training of employees.

The Club's grievance procedure is available to any employee who believes that he or she may have been unfairly discriminated against. The harassment complaints procedure set out in this policy is available to any employee who believes that he or she may have been harassed. Employees will not be victimised in any way for making such a complaint in good faith. Complaints of this nature will be dealt with seriously, in confidence and as soon as possible. Disciplinary action will be taken against any employee who is found to have committed an act of unlawful discrimination. Serious breaches of this policy and serious incidents of harassment will be treated as gross misconduct. Allegations of discrimination which are not made in good faith will also be considered as a disciplinary matter. Confidential records of ongoing matters dealt with in accordance with this policy will be kept. In the case of any doubt or concern about the application of this policy in any particular instance, consult a Manager. The Club will keep under review its policy, procedures and practices on equal opportunities.

## **Equal Opportunities Code of Practice**

Exeter Golf & Country Club has introduced this equal opportunities policy as a commitment to make full use of the talents and resource of all its employees and to provide a healthy environment which will encourage good and productive working operations within the organisation. This code of practice describes how the policy is to be applied throughout the Club.

The Club is particularly concerned that equality of opportunity is maintained in the following areas:

- recruitment and selection;
- promotion, transfer and training;
- terms of employment, benefits, facilities and services;
- grievance and disciplinary procedures;
- dismissal and redundancy.

## **Recruitment and Selection**

The following principles should apply whenever recruitment or selection for positions takes place:

- individuals will be assessed according to their personal capability to carry out a given job;
- assumptions that only certain types of person will be able to perform certain types of work must not be made;
- any qualifications or requirements applied to a job which have or may have the effect of inhibiting applications from certain types of person should only be retained if they can be justified in terms of the job to be done;
- recruitment solely or primarily by word of mouth should be avoided if its effect is or may be to prevent certain types of person from applying;
- selection tests should be specifically related to job requirements and should measure the person's actual or inherent ability to do or train for the work;
- selection tests should be reviewed regularly to ensure they remain relevant and free from any unjustifiable bias, either in content or in scoring mechanism;
- applications from different types of person should be processed in the same way;
- written records of interviews and reasons for appointment and non appointment should be kept;
- questions should relate to the requirements of the job; if it is necessary to assess whether personal circumstances may affect job performance, this should be done objectively without questions or assumptions being made which are based on stereotyped beliefs about certain types of person;
- where the Club's arrangements for recruitment and selection put disabled people at a substantial disadvantage due to a reason connected with their disability, reasonable adjustments to the arrangements should be made to eliminate or if that is not reasonably practicable, reduce the disadvantage unless objectively justified;
- no decisions regarding recruitment or selection should be made by a person who has not read and understood this policy.

- as general rule no candidates will be asked to complete a Health Questionnaire or provide details of their health or fitness prior to the selection process. Health related questions can only be asked in the following circumstances:
  - To decide whether the employer needs to make reasonable adjustments for the person to attend and participate in the selection process
  - To decide whether an applicant can carry out a function that is essential (intrinsic) to the job, i.e. heavy lifting.
  - To monitor the diversity of people making applications for jobs to ensure that advertisements for vacancies are reaching under-represented groups.
  - To take positive action to assist disabled people; i.e. ask if someone is disabled to enable the Club to guarantee interviews for disabled applicants.
  - For the employer to assure themselves that a candidate has the disability where the job genuinely requires the jobholder to have a disability, i.e. a mental health counsellor vacancy requires someone with personal knowledge of the condition.

### **Promotion, Transfer and Training**

The following principles should apply to appointments for promotion, transfer and training: assessment criteria and appraisal schemes should be carefully examined to ensure that they are not unlawfully discriminatory;

- assessment criteria and appraisal schemes should be monitored and, where such criteria or schemes result in predominantly one group of workers gaining access to promotion, transfer or training, they will be checked to make sure this is not due to any hidden or indirect discrimination;
- promotion and career development patterns will be monitored to ensure that access to promotion and career development opportunities in particular groups of workers are not unjustifiably being excluded;
- traditional qualifications and requirements for promotion, transfer and training, such as length of service, and age, which may discriminate against certain groups of workers shall be reviewed and will only continue to be applied if genuinely justified;
- policies and practices regarding selection for training, day release and personal development should not result in an imbalance in training between groups of workers unless this is objectively justified;
- where the Club's arrangements in relation to promotion, transfer or training put disabled workers at a substantial disadvantage for a reason connected with their disability, reasonable adjustments to the arrangements should be made to eliminate or, if that is not reasonably practicable, reduce the disadvantage unless objectively justified.

### **Terms of Employment, Benefits, Facilities and Services**

The following principles shall apply to terms of employment, benefits, facilities and services:

- the terms of employment, benefits, facilities and services available to workers should be reviewed regularly to ensure that they are provided in a way which is free from unlawful discrimination;
- part-time workers should receive pay, benefits, facilities and services on a pro-rata basis to their full-time comparator unless otherwise objectively justified;
- where the Club's arrangements relating to terms of employment, benefits, facilities and

services put disabled workers at a substantial disadvantage due to a reason connected with their disability, reasonable adjustments to the arrangements should be made to eliminate or, if that is not reasonably practicable, reduce the disadvantage unless otherwise objectively justified;

- pay and bonus criteria, policies and arrangements should be carefully examined and monitored, and if it appears that any group of workers are disadvantaged by them they will be checked to make sure that this is not due to any hidden or indirect discrimination.

### **Grievances, Disciplinary Procedures, Dismissals and Redundancies**

Workers who, in good faith, bring a grievance (or assist another to do so) either under this policy or otherwise in relation to an equal opportunities matter will not be disciplined, dismissed or otherwise victimised for having done so;

Any group of workers will not be disciplined or dismissed for performance or behaviour which would be overlooked or condoned in another group unless there is genuine and lawful justification for this;

Redundancy criteria and procedures will be carefully examined to ensure that they do not operate in an unlawfully discriminatory manner. The provision of voluntary redundancy benefits will be equally available to all workers concerned unless there is a genuine and lawful justification for doing otherwise.

## **5. Holiday Entitlement**

### **Annual Holidays**

The Club's holiday year runs from 1<sup>st</sup> April to 31<sup>st</sup> March.

Holiday entitlement is paid at your normal basic rate of pay or an average rate if more than one pay rate applies. The weekly holiday pay of employees with no normal working hours will be their average weekly pay calculated over the 52 working weeks before the holiday is taken.

For new employees joining the Club, for their first year of employment only, holidays are accrued monthly in advance (i.e. on the first day of each month) at 1/12 of the entitlement and can only be taken once accrued (the amount of leave calculated is rounded down to the nearest half day). From the second year of employment, paid holiday entitlement may be taken without the requirement to accrue in advance.

### **Annual Leave Entitlement:**

Staff are entitled to 28 days holiday per year pro rata. After three years of continuous employment the employee's holiday entitlement will increase by one day per year to a maximum of 33 days per year pro rata.

### **Work on Bank Holidays**

Bank Holidays are normal working days for the Club and you will be required to work them as per your rota.

On termination of employment, employees will be entitled to holiday pay accrued but not taken at the date of termination of employment.

If on termination of employment an employee has taken more annual holiday than he or she has accrued in that holiday year, an appropriate deduction will be made from the employee's final pay.

The Working Time Regulations 1998 provide that, for Health & Safety reasons, you must use all of your statutory holiday entitlement (28 days) by 31 March in each holiday year. If unused, holiday entitlement may not be carried forward into the next year, nor do the Regulations allow payment in lieu of the taking of these holidays. Therefore, statutory holiday entitlement not used by the correct date will be lost. Any additional contractual holiday entitlement may be carried over into the next holiday year only at the absolute discretion of the General Manager.

You are at liberty to apply for 26 of your statutory holiday days, 2 days holiday is compulsory for Christmas Day and boxing Day.

Employees are required to submit completed [Holiday Request Forms](#) to their line manager as early as possible, normally giving a minimum of two weeks' notice and one month's notice for any holiday of one week or more.

No more than 10 days' (two working weeks) holiday may be taken at any one time without the prior written agreement of the General Manager.

The Club will try to co-operate with your holiday plans wherever possible subject to the requirements of the Club. However, you must not book holidays until your request has been

formally authorised by your Manager. Requests for annual holiday will normally be granted on a 'first come, first served' basis. Owing to the needs of the business, the Club reserves the right to limit the number of employees in each department who may be permitted to take holiday at any one time. The granting of all holiday requests will be subject to adequate cover being available and the overall needs of the Club.

In the event that the Club has to refuse a holiday request because of business needs, the Club is not responsible for any financial commitment made by you prior to authorisation. You are therefore advised not to book holidays with tour operators, travel agents, hotels or passenger carriers, etc., until your holiday request form has been authorised.

On termination of your employment, holiday pay will be given for earned and unused days of holiday entitlement in that year based on a pro rata amount of the annual entitlement calculated in complete weeks and days, with any fraction of a day being rounded up to a whole day. If, on termination, you have taken more holiday than you have earned in that year, the Club shall be entitled as a result of your agreement to the terms of the contract to deduct the value of the unearned holiday from any final payment of salary made to you, any excess holiday already paid will be repayable by the employee. Holiday pay will be at a rate derived from normal basic rate of pay accruing at 2.33 days per month.

Should you be incapacitated for work during any period of pre-booked holiday (whether in whole or in part) the Club may in its absolute discretion reimburse the period of holiday entitlement lost due to incapacity. You have no contractual right to reimbursement and before considering whether reimbursement is appropriate in the circumstances, you must deliver to the Club a relevant medical certificate covering the period of incapacity.

The Club may require you to take any outstanding accrued leave entitlement during your notice period even if booked to be taken after the end of the notice period.

In all circumstances holidays cannot be accrued during sick leave over a period of more than 18 months.

## **6. Sick Pay**

<https://www.gov.uk/statutory-sick-pay>

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

If you are absent from work because of sickness or injury, you will normally be entitled to receive Statutory Sick Pay (SSP) from the Club in accordance with the provisions of the Social Security and Benefits Act 1992. The qualifying days for the purposes of SSP are Monday to Sunday (according to your rota). No payments are made under the SSP scheme for the first 3 qualifying days of sickness in a period of incapacity for work unless you have been absent and in receipt of SSP within the previous eight weeks. SSP is payable at the statutory rate in force for a maximum of 28 weeks. Certain employees are excluded from the SSP scheme, e.g., employees who earn below the lower earnings limit for National Insurance purposes. In order to qualify for SSP you must notify the Club on the first qualifying day, and submit a certificate of absence as soon as practicable. The Club reserves the right to withhold payment of SSP should you fail to follow the correct procedure. Any payment over and above SSP will be made at the absolute discretion of the Club. The provisions relating to SSP are extremely complex. Should you have any questions, you should approach your line manager or General Manager.

If you do any work at all, however briefly, before becoming ill, then the day will not count as a day of incapacity for SSP purposes.

### **Contractual Sick Pay (CSP)**

No payments are made under Contractual Sick Pay for the first 3 qualifying days of sickness in a period of incapacity for work unless you have been absent and in receipt of SSP or CSP within the previous eight weeks. Subject to compliance with the notification and certification requirements, if you are absent on account of sickness or injury you are entitled to the following Contractual Sick Pay up to the following maximum on a rolling year basis from the first day of absence:

#### **Length of service**

More than 2 years' completed service

#### **Contractual Sick Pay**

Basic salary for the first 5 days of absence in a **rolling year\***, and half basic salary rate for a further 5 day period in a rolling year. Thereafter, Statutory Sick Pay only for the rest of the rolling year.

This is the minimum entitlement, individual contracts may vary.

\*NB. Rolling year means that sick pay runs from the first day off sick. Sick pay records will be checked going back a year from the date of absence. Any days when Contractual Sick Pay is paid during this year will be deducted from the maximum amount payable for the current period of absence; once exhausted, no further sick pay will be paid until the anniversary of the first day of sickness. Payment over and above the Contractual Sick Pay will be made at the discretion of the General Manager. Individual circumstances will be taken into account and no precedent will be set. Contractual sick pay will only be paid if the Manager submits a fully completed and signed Back to Work Interview form to the HR Department or Doctor's notes are forwarded to the HR Department on time for ongoing/ longer periods of absence.

## **7. Absence Procedure**

All employees must ensure that any time off (other than in the case of sickness) is authorised in advance by their manager.

### **Sickness Absence**

Employees are required to notify their manager / reception as soon as possible of their sickness absence and the reasons for it.

It is essential that employees keep the Club updated on the circumstances of the absence and of its estimated duration. Where there is no medical certificate issued, and for the first seven calendar days of sickness the employee must contact his/her manager daily.

### **Returning to Work**

The employee must complete a **back to work interview** immediately upon return to work. The reasons for the employee's absence will be discussed. The General Manager must decide whether to authorise the absence or not.

Where an employee's absence lasts more than seven calendar days a 'Statement of Fitness for Work' certificate completed by a medical practitioner must be forwarded to management to cover the absence. The employee must also complete a back to work interview on the first day back at work with their line manager to confirm that they are now fit to work.

Employees who are involved in the preparation and serving of food will be subject to the rules of food handlers returning from sickness. Management reserve the right to require food handlers to present a 'Statement of Fitness for Work' certificate on their return to work if in any doubt about their fitness to work safely with food.

In the case of periods of linked sickness (those which last four or more days each and are eight or fewer weeks apart), you may be required to provide the Club with a medical certificate rather than self-certifying.

### **Absence Reviewing**

As a general guide, where staff have over 200 Bradford Factor points in a rolling 12 month period (See the Bradford Factor Guidance notes below) or have a pattern of absence (such as frequent absences before or after weekends and/or holidays), the Capability Process (see Capability Policy \* Procedure) will normally be invoked.

The Club will monitor each employee's attendance at work so that any unacceptable levels of absenteeism may be addressed. Management will review an employee's absence record using the *Bradford Factor* in cases of persistent, frequent, short-term absences where there does not appear to be an underlying medical reason for the absence.

There is no "acceptable" level of sickness absence or attendance from work.

*The Bradford Factor - The Bradford Factor is calculated using the formula  $BF (employee) = S * S * D$  where  $S$  is the number of absences recorded for the employee during the past 52 weeks, and  $D$  is the total number of days of absence. For example an employee who was absent 12 times for a total of 13 days would look like:  $12 * 12 * 13: 1872$ . Two absences of 5 days and 6 days would look like:  $2 * 2 * 11: 44$ .*

### **Access to Medical Reports**

From time to time it may be necessary for the Club to obtain a medical report from an employee's doctor in order to gather further information about the employee's medical condition and its probable effect on the employee's future attendance at work or the ability to do his or her job.

Employees have certain rights under the Access to Medical Reports Act 1988. Should the Club find it necessary to obtain a medical report concerning an employee's fitness for work or any other relevant matter the employee will be asked for his or her written consent. At the time of the request for consent the employee will be advised of his or her rights under the Act.

### **Statutory Rights to Time Off**

Employees have the right to request time off work in the following circumstances:

#### **Time Off to Receive Antenatal Care**

Pregnant employees are entitled to take reasonable time off with pay during working hours to receive antenatal care. The Club may require an employee who wishes to take time off for this purpose to provide medical certification of her pregnancy and an appointment card, except for the first appointment.

#### **Maternity, Paternity and Adoption leave**

Please refer to the Family Friendly Policies section in the Employee Handbook.

#### **Parental Leave**

Please refer to the Family Friendly Policies section in the Employee Handbook.

#### **Time off for Dependants**

Please refer to the Family Friendly Policies section in the Employee Handbook.

#### **Time off for Public Duties**

An employee is entitled to ask for time off work for specified public duties. There is no statutory right to be paid for this time off (although there may be a contractual right). The permitted amount of time off is that which is reasonable in the circumstances.

The public positions for which there is a right to time off are as follows:

- Justice of the Peace
- members of a local authority, e.g., local councillors
- members of a statutory tribunal
- members of a police authority/ fire brigade
- prison visitors
- members of health bodies, e.g., NHS trusts, health authorities, etc
- members of education bodies, e.g., managing or governing bodies of local authority educational establishments, grant maintained schools, school councils, colleges of further education, etc
- Territorial Army and other auxiliary forces of similar nature
- Members of the Environmental Agency.

### **Time Off in Redundancy Situations**

Employees under notice of dismissal for redundancy and who will have at least two years' service on the date that notice expires, are entitled to a reasonable amount of paid time off to look for other work or to make arrangements for their retraining.

### **Time Off for Safety Representatives**

Under the Health & Safety at Work Act 1974 employees may elect, safety representatives from among the employees. These representatives are entitled to carry out relevant activities during what would otherwise be normal working hours.

### **Other Authorised Time Off**

#### **Jury Service**

Employees are entitled to time off work for jury service. Employees should notify management immediately on receipt of the jury summons, giving full details. The Club acknowledges that there may be exceptional circumstances where jury service is not possible. In such cases, the Club will intervene if appropriate.

Employees will not normally be paid for this time off, and are advised to claim the expenses to which they are entitled from the Court. These will normally include compensation for loss of earnings.

#### **Medical and Dental Appointments**

Employees are requested to arrange any medical or dental appointments outside working hours. Where this is not possible, employees must obtain permission from management before taking any time off and appointments should be arranged for the start of a shift or towards the end of a shift to minimise any disruptions to the Club.

#### **Time Off for Religious Observance**

Employees should make any requests for time off for religious observance to their line manager as early as possible. Although employees have no statutory right to religious leave or time off to pray, the Club will consider all such requests sympathetically.

Time off for religious observance must be taken from the employee's rest periods or annual holiday entitlement. Alternatively, at the Club's discretion, the employee may work additional hours in lieu of the time taken off.

If the employee wishes to take the time off as annual holiday, he or she should make the request in accordance with the Club's annual holiday procedures. For the avoidance of doubt, the Club's rules relating to annual holiday will apply.

#### **Bereavement Leave**

The Club may, at its discretion permit employees to take leave (either paid or unpaid) following the death of an immediate or close relative. Any request for leave will be considered by the General Manager. Please note this provision is separate from any statutory right to unpaid time off for dependants. No precedents will be set.

#### **Parental Bereavement leave**

All employed parents have a statutory right to a minimum of two weeks' leave if they lose a child under the age of 18, or suffer a stillbirth from 24 weeks of pregnancy, irrespective of how long they have worked for their employer.

Parents can take the leave as either a single block of two weeks, or as two separate blocks

of one week each taken at different times across the first year after their child's death.

Employed parents with a minimum of 26 weeks continuous service can claim for Statutory Parental Bereavement Pay for this period, subject to meeting similar eligibility criteria associated with existing average weekly earnings rules and calculations to those for Statutory Maternity and Adoption Pay.

Payments are calculated at the statutory payment rate in force for the year (or 90% of average weekly earnings if less). Increases will be applied each tax year in line with other statutory parental payments.

### **Adverse Weather**

The Club recognises that there may be occasions when staff suffer severe difficulties in attending the workplace due to exceptional weather conditions or serious disruption to the transport system. In such circumstances every reasonable effort should be made to obtain alternative transport to work.

If an employee is not able to safely reach their place of work they should contact either their manager, a Duty Manager or the HR department as soon as possible to discuss the circumstances. The points that will need to be considered are:

- The reason for the disruption
- The distance involved
- The prevailing weather conditions
- The time of day
- The member of staff's individual circumstances

If the disruption lasts for more than one day, members of staff are expected to speak to their manager on a daily basis.

Where the manager accepts the transport difficulty as a justifiable reason not to attend work, one or more of the following arrangements will apply:

Employees who can work at home should do so; if they choose not to then they should take annual leave or unpaid leave.

Those who live within walking distance of work who could get in but choose not to and cannot work from home, should take a day's paid annual leave or unpaid leave.

If an employee is unable to attend their normal place of work but can reach another base within the organisation they should do so and will be paid for their normal contracted hours.

An employee who normally travels to work by road (car or public transport) and is unable to do so because of the weather or other disruption outside of their control and cannot walk or cycle to work may be given paid leave for their shift at the discretion of the General Manager.

As an alternative to employees taking unpaid leave or annual leave, it may be possible for the lost time to be made up through working an alternative day/shift or through extended hours.

**Note:** If a member of staff has made every reasonable attempt to attend work at their normal

starting time and arrives later than normal, they will be paid for their contractual hours, provided they arrived within their normal working hours.

**School Closures**

If a member of staff is unable to get into work because their children's school is closed, this will be covered by the Dependent Leave Policy.

## Our Standards and Procedures

### 8. Smoking Policy

It is an offence under English Law for the Club to allow smoking in any buildings or enclosed spaces. This is punishable by fines for both the employee and employer and will be dealt with as a criminal act. The Club has therefore decided that the following will apply to all staff. ***Staff will only be permitted to smoke in the designated smoking area – The area outside the maintenance workshop on the first floor along from the staff room. SMOKING IN ANY OTHER AREA IS STRICTLY FORBIDDEN***, any breach of this policy may result in disciplinary action. Smoking in any building will be deemed as GROSS MISCONDUCT and may well lead to instant dismissal on these grounds. Staff may only smoke during their designated break periods, or with the permission of their line manager, the duty manager or senior manager.

## **9. Computers, E-mail and the Internet**

To maximise the benefits of our computer resources and minimise potential liability, employees are only permitted to use the Club's computer systems in accordance with the Club's Data Protection and Monitoring Policies and the following guidelines.

### **General Rules**

The Club's computer systems, software and their contents belong to the Club, and they are intended for business purposes. Employees are permitted to use the systems to assist in performing their jobs. The Club has the right to monitor and access all aspects of its systems, including data which is stored on the Club's computer systems in compliance with the Data Protection Act 2018. Employees must receive prior approval from management before using any part of the computer systems for personal use.

### **Security**

The Club requires employees to log on to the Club's computer systems using their own password (where provided). Employees should select a password that is not easily broken (e.g., not their surnames). All passwords must be kept confidential. To safeguard the Club's computer systems from viruses, employees are not permitted to load or run unauthorised games or software, or to open documents or communications from unknown origins. Where the computer has Internet or electronic mail (e-mail) facilities installed, employees are not permitted to download or open files from the Internet without first checking their source and running a virus check. Likewise, before opening incoming e-mail attachments employees must ensure a full virus check is actioned. If in any doubt about the content of an attachment, it must not be opened and advice should be sought from management. The Club reserves the right to require employees to hand over all Club data held in computer useable format.

### **Use of Email**

The Club's computer systems contain an e-mail facility which is intended to promote effective communication within the Club on matters relating to its business. Employees should only use the e-mail system for that purpose. E-mails should be written in accordance with the standards of any other form of written communication, and the content and language used in the message must be consistent with best Club practice. Messages should be concise and directed to relevant individuals on a need to know basis. E-mails can be the subject of legal action (for example, claims of defamation, breach of confidentiality or breach of contract) against both the employee who sent them or the Club. Employees are also reminded that e-mail messages may be disclosed to any person mentioned in them. Employees must therefore always be careful if they write about people in e-mails.

### **Monitoring**

Monitoring will not take place unless it is carried out in accordance with the Club's Monitoring Policy. Please refer to the Club's Monitoring Policy for further details.

### **Inappropriate Use**

Misuse of the Club's computer systems may result in disciplinary action up to and including summary dismissal. Examples of misuse include, but are not limited to, the following:

- sending, receiving, downloading, displaying or disseminating material that insults, causes offence or harasses others;
- accessing pornographic, racist or other inappropriate or unlawful materials;
- engaging in on line chat rooms or gambling;

- forwarding electronic chain letters or similar material;
- downloading or disseminating copyright materials;
- transmitting confidential information about the Club, its members or its clients;
- downloading or playing computer games; and
- copying or downloading unauthorised software.

### **Social Networking Sites**

The Club defines social media as websites and applications that allow users to create and share content and/or take part in online networking, including, but not exclusively, Facebook, Instagram, Twitter, TikTok and Snapchat. This policy also covers personal blogs, any posts you might make on other people's blogs, and to all online forums and noticeboards.

The Club respects an employee's right to a private life, however, the Club must also ensure that confidentiality and its reputation are protected. It therefore requires employees using social networking websites to:

- ensure that they do not conduct themselves in a way that is detrimental to the Club; and
- take care not to allow their interaction on these websites to damage working relationships between members of staff and clients of the Club.

It is your duty to protect the Club's interests and you must not publish anything that could directly or indirectly damage these or compromise the Club's reputation.

You must always show respect to others when using social media. You must never criticise the Club, our clients, suppliers, business associates, your colleagues or anybody else you come into contact with professionally.

You are obliged to respect Club confidentiality at all times and not to use social media to comment on sensitive business matters.

You must never air grievances about the Club or any of its activities on social media. You should use our internal process if you want to make a complaint, raising it first with your manager. If the issue remains unresolved, you must then follow the formal grievance procedure.

The Club's own Social Media accounts, including their Facebook and Instagram accounts are only to be used by authorised persons set up by the Marketing Manager. When posting anything relating to the Club, your activity at the Club, images or news concerning the Club, it is essential that such posts are published on the Club page first – before any private, individual page. Unless authorised to publish posts without approval from the Marketing Manager, all prospective posts must be approved by the Marketing Manager prior to publication.

Breach of the Club's Social Media Policy will entitle the Club to take disciplinary action against you, up to and including dismissal

Contacts and client lists (including those contained on personal LinkedIn pages) remain the property of the Club.

## **10. Telephones and Mobile Telephones**

### **Mobile Phone Usage**

Employees must not use their mobile phone during working hours except whilst on a break in the Staff Room. They must not check mobile phones in front of house areas. If a phone call or message is needed to be taken or made in an emergency, permission must be granted by a Supervisor or Manager.

### **General**

Club telephones are provided for business purposes only. Other than with permission, employees may not use Club telephones for personal use.

## **11. Bribery and Corruption Policy**

Exeter Golf & Country Club is fundamentally opposed to any acts of bribery and to the making of facilitation payments as defined by the Bribery Act 2010. Employees and any other persons associated with Exeter Golf & Country Club such as agents, subsidiaries and business partners are not permitted to either offer or receive any type of bribe and/or facilitation payment. All employees are encouraged to report any suspicion of corruption or bribery within Exeter Golf & Country Club in accordance with the Whistleblowing Policy. Should any employee or associated person be in doubt when receiving or issuing gifts and hospitality, he/she must refer to the Gift and Hospitality Policy. Exeter Golf & Country Club uses its reasonable endeavours to implement the guidance principles on bribery management that are published, from time to time, by Secretary of State in accordance with Section 9 of the Bribery Act 2010. If an employee or associated person is found guilty of giving or receiving a bribe, he/she will be personally criminally liable and may be subject to disciplinary action. Anyone found guilty of bribery, will be responsible for bearing any related remedial costs such as losses, court fees or expenses.

## **12. Gifts and Hospitality Policy**

### **Introduction**

Exeter Golf & Country Club recognises that trust and confidence in the propriety of its activities is essential to its continuing success and growth. In order to foster the trust and confidence that clients, suppliers, workers and the community in general have in Exeter Golf & Country Club, it is important that Exeter Golf & Country Club, its employees and agents behave, and are seen to behave, appropriately and honestly at all times.

This Hospitality and Gifts Policy aims to:

- Protect the reputation of Exeter Golf & Country Club;
- Protect employees from accusations of impropriety;
- Ensure that all clients and suppliers are dealt with on an equal basis;
- Avoid any potential conflicts between employees' private interests and professional duties;
- Instil a strong anti-corruption culture in Exeter Golf & Country Club and put in place a gift and hospitality monitoring process to further compliance with the Bribery Act 2010.

Employees are advised that, notwithstanding anything contained herein, where there is any doubt over the permissibility or propriety of accepting a gift or hospitality offer they should decline that offer. Nothing should be accepted which would bring Exeter Golf & Country Club into disrepute. This policy applies to Exeter Golf & Country Club and to any associated persons as defined by the Bribery Act 2010.

### **Receiving Gifts**

Save for gifts of low value and which are mere tokens (such as promotional pens, calendars and stationery), excluding money, employees of Exeter Golf & Country Club are not permitted to accept any gifts from customers, suppliers or other third parties involved with Exeter Golf & Country Club. Exeter Golf & Country Club recognises that there may be exceptional instances when refusing a gift will cause significant offence or embarrassment. In such instances the gift may be accepted and subsequently donated to a charity of Exeter Golf & Country Club's choice. Where practicable any employee minded to accept a gift should first seek approval from their line manager. If it is not practicable to gain prior approval, the accepting employee should inform the General Manager as soon as possible after receiving the gift. An accurate record must be kept of all gift offers made to Exeter Golf & Country Club or to employees of Exeter Golf & Country Club by third parties, and must be filed in the "Hospitality and Gifts Register" ("the Register").

Any employee who is offered a gift which is not merely a token should record, as soon as is reasonable practicable:

- A description of the gift offered;
- An estimation of the value of the gift offered;
- Whether it was rejected or accepted;
- If accepted, why it was accepted;
- Whether prior approval was obtained, and if so, from whom; and
- Who it is donated to (see below).

## Hospitality

“Corporate Hospitality”, for the purposes of this policy, is any form of accommodation, entertainment or other hospitality provided for an employee of Exeter Golf & Country Club by a third party and which is extended to the employee solely or significantly due to his/her position as a representative of Exeter Golf & Country Club. This excludes the classes of hospitality particularised below. For the purposes of this policy and for the sake of clarity, the following are not normally considered Corporate Hospitality and will not require any approval prior to acceptance:

- Normal working lunches or refreshments provided during a business visit;
- Hospitality extended to employees attending a Company approved seminar, conference or other external event, provided that such hospitality is extended to all who are in attendance;
- Benefits derived from frequent traveller schemes, awarded during travel paid for by Exeter Golf & Country Club;
- Free seminars, talks or workshops, provided that they are free to all in attendance and are not provided solely for employees of Exeter Golf & Country Club.
- All employees are required to obtain approval before accepting any form of Corporate Hospitality which is offered to them. Approval must be sought from their line manager or, where the value of the Corporate Hospitality is likely to be over £50, from the General Manager.
- An accurate record must be kept of all Corporate Hospitality offered to Exeter Golf & Country Club or to employees of Exeter Golf & Country Club for entry on the Register. Any employee offered any form of Corporate Hospitality must record, as soon as is reasonable practicable:
  - A description of the hospitality offered;
  - An estimation of the likely value of the hospitality;
  - Whether it was rejected or accepted;
  - If accepted, why it was accepted; and
  - From whom prior approval was obtained.

## Hospitality and Gifts Register

The Register shall be held by the Accounts Supervisor (“the Registrar”). All offers of gifts or hospitality must be recorded on a Register Entry Form, available from the Accounts Supervisor. The Register Entry Form must be signed by the employee and countersigned by the relevant manager before being returned to the Registrar. The Register Entry Form must be completed as soon as is reasonably practicable, and be filed with the Registrar within 5 working days of the offer of the gift or hospitality. All gifts and hospitality should be registered in advance of receipt; however if this is not practical, then entries must be made within two working days of receipt.

## Breach of this Policy

Compliance with this policy is essential to the protection of Exeter Golf & Country Club’s reputation and that of its employees. Any employee or associate person who is found to have acted in contravention of this policy or its principles may be subject to disciplinary action, including summary dismissal where the breach amounts to gross misconduct.

Any employee or any associated person (as defined by Section 8 of the Bribery Act 2010)

found giving or receiving bribes or bribing a foreign official will face criminal charges under the provisions of the Bribery Act 2010. Anyone found guilty of bribery, will be responsible for bearing any related remedial costs such as losses, court fees or expenses.

## **13. Data Protection Policy**

### **Introduction**

#### **Purpose**

The organisation is committed to being transparent about how it collects and uses the personal data of its workforce, and to meeting its data protection obligations. This policy sets out the organisation's commitment to data protection, and individual rights and obligations in relation to personal data.

This policy applies to the personal data of job applicants, employees, workers, contractors, volunteers, interns, apprentices and former employees, referred to as HR-related personal data. This policy does not apply to the personal data of clients or other personal data processed for business purposes.

The organisation has appointed Martyn Walker, Systems and processes Manager, as the person with responsibility for data protection compliance within the organisation. He can be contacted at [datacompliance@exetergcc.co.uk](mailto:datacompliance@exetergcc.co.uk). Questions about this policy, or requests for further information, should be directed to him.

#### **Definitions**

**"Personal data"** is any information that relates to an individual who can be identified from that information. Processing is any use that is made of data, including collecting, storing, amending, disclosing or destroying it.

**"Special categories of personal data"** means information about an individual's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, health, sex life or sexual orientation and biometric data.

**"Criminal records data"** means information about an individual's criminal convictions and offences, and information relating to criminal allegations and proceedings.

#### **Data Protection Principles**

The organisation processes HR-related personal data in accordance with the following data protection principles:

- The organisation processes personal data lawfully, fairly and in a transparent manner.
- The organisation collects personal data only for specified, explicit and legitimate purposes.
- The organisation processes personal data only where it is adequate, relevant and limited to what is necessary for the purposes of processing.
- The organisation keeps accurate personal data and takes all reasonable steps to ensure that inaccurate personal data is rectified or deleted without delay.
- The organisation keeps personal data only for the period necessary for processing.
- The organisation adopts appropriate measures to make sure that personal data is secure, and protected against unauthorised or unlawful processing, and accidental loss, destruction or damage.

The organisation tells individuals the reasons for processing their personal data, how it uses such data and the legal basis for processing in its privacy notices. It will not process personal data of individuals for other reasons.

Where the organisation processes special categories of personal data or criminal records data to perform obligations or to exercise rights in employment law, this is done in accordance with a policy on special categories of data and criminal records data.

The organisation will update HR-related personal data promptly if an individual advises that his/her information has changed or is inaccurate.

Personal data gathered during the employment, worker, contractor or volunteer relationship, or apprenticeship or internship is held in the individual's personnel file (in hard copy or electronic format, or both), and on HR systems. The periods for which the organisation holds HR-related personal data are contained in its privacy notices to individuals.

The organisation keeps a record of its processing activities in respect of HR-related personal data in accordance with the requirements of the General Data Protection Regulation (GDPR).

### **Individual Rights**

As a data subject, individuals have a number of rights in relation to their personal data.

### **Subject Access Requests**

Individuals have the right to make a subject access request. If an individual makes a subject access request, the organisation will tell him/her:

- whether or not his/her data is processed and if so why, the categories of personal data concerned and the source of the data if it is not collected from the individual;
- to whom his/her data is or may be disclosed, including to recipients located outside the European Economic Area (EEA) and the safeguards that apply to such transfers;
- for how long his/her personal data is stored (or how that period is decided);
- his/her rights to rectification or erasure of data, or to restrict or object to processing;
- his/her right to complain to the Information Commissioner if he/she thinks the organisation has failed to comply with his/her data protection rights; and
- whether or not the organisation carries out automated decision-making and the logic involved in any such decision-making.

The organisation will also provide the individual with a copy of the personal data undergoing processing. This will normally be in electronic form if the individual has made a request electronically, unless he/she agrees otherwise.

If the individual wants additional copies, the organisation will charge a fee, which will be based on the administrative cost to the organisation of providing the additional copies.

To make a subject access request, the individual should send the request to [datacompliance@exetergcc.co.uk](mailto:datacompliance@exetergcc.co.uk). In some cases, the organisation may need to ask for proof of identification before the request can be processed. The organisation will inform the individual if it needs to verify his/her identity and the documents it requires.

The organisation will normally respond to a request within a period of one month from the date it is received. In some cases, such as where the organisation processes large amounts of the individual's data, it may respond within three months of the date the request is received. The organisation will write to the individual within one month of receiving the original request to tell him/her if this is the case.

If a subject access request is manifestly unfounded or excessive, the organisation is not obliged to comply with it. Alternatively, the organisation can agree to respond but will charge a fee, which will be based on the administrative cost of responding to the request. A subject access request is likely to be manifestly unfounded or excessive where it repeats a request to which the organisation has already responded. If an individual submits a request that is unfounded or excessive, the organisation will notify him/her that this is the case and whether or not it will respond to it.

### **Other Rights**

Individuals have a number of other rights in relation to their personal data. They can require the organisation to:

- rectify inaccurate data;
- stop processing or erase data that is no longer necessary for the purposes of processing;
- stop processing or erase data if the individual's interests override the organisation's legitimate grounds for processing data (where the organisation relies on its legitimate interests as a reason for processing data);
- stop processing or erase data if processing is unlawful; and
- stop processing data for a period if data is inaccurate or if there is a dispute about whether or not the individual's interests override the organisation's legitimate grounds for processing data.

To ask the organisation to take any of these steps, the individual should send the request to [datacompliance@exetergcc.co.uk](mailto:datacompliance@exetergcc.co.uk).

### **Data Security**

The organisation takes the security of HR-related personal data seriously. The organisation has internal policies and controls in place to protect personal data against loss, accidental destruction, misuse or disclosure, and to ensure that data is not accessed, except by employees in the proper performance of their duties.

Where the organisation engages third parties to process personal data on its behalf, such parties do so on the basis of written instructions, are under a duty of confidentiality and are obliged to implement appropriate technical and organisational measures to ensure the security of data.

### **Impact Assessments**

Some of the processing that the organisation carries out may result in risks to privacy. Where processing would result in a high risk to individual's rights and freedoms, the organisation will carry out a data protection impact assessment to determine the necessity and proportionality of processing. This will include considering the purposes for which the activity is carried out, the risks for individuals and the measures that can be put in place to mitigate those risks.

### **Data Breaches**

If the organisation discovers that there has been a breach of HR-related personal data that poses a risk to the rights and freedoms of individuals, it will report it to the Information Commissioner within 72 hours of discovery. The organisation will record all data breaches regardless of their effect.

If the breach is likely to result in a high risk to the rights and freedoms of individuals, it will tell

affected individuals that there has been a breach and provide them with information about its likely consequences and the mitigation measures it has taken.

### **International Data Transfers**

The organisation will not transfer HR-related personal data to countries outside the EEA.

### **Individual Responsibilities**

Individuals are responsible for helping the organisation keep their personal data up to date. Individuals should let the organisation know if data provided to the organisation changes, for example if an individual moves house or changes his/her bank details.

Individuals may have access to the personal data of other individuals and of our customers and clients in the course of their employment, contract, volunteer period, internship or apprenticeship. Where this is the case, the organisation relies on individuals to help meet its data protection obligations to staff and to customers and clients.

Individuals who have access to personal data are required:

- to access only data that they have authority to access and only for authorised purposes;
- not to disclose data except to individuals (whether inside or outside the organisation) who have appropriate authorisation;
- to keep data secure (for example by complying with rules on access to premises, computer access, including password protection, and secure file storage and destruction);
- not to remove personal data, or devices containing or that can be used to access personal data, from the organisation's premises without adopting appropriate security measures (such as encryption or password protection) to secure the data and the device; and
- not to store personal data on local drives or on personal devices that are used for work purposes.

Further details about the organisation's security procedures can be found in its data security policy.

Failing to observe these requirements may amount to a disciplinary offence, which will be dealt with under the organisation's disciplinary procedure. Significant or deliberate breaches of this policy, such as accessing employee or customer data without authorisation or a legitimate reason to do so, may constitute gross misconduct and could lead to dismissal without notice.

### **Training**

The organisation will provide training to all individuals about their data protection responsibilities as part of the induction process and at regular intervals thereafter.

Individuals whose roles require regular access to personal data, or who are responsible for implementing this policy or responding to subject access requests under this policy, will receive additional training to help them understand their duties and how to comply with them.

## **14. HR Policy Statement**

Exeter Golf & Country Club aims to be among the best employers of its kind in the area, recognising that the quality of its workforce directly leads to the greater enjoyment and satisfaction of members. We are committed to the recruitment, development and retention of professional and friendly staff.

We aim to do this by:

- providing a positive and friendly working environment
- personal and professional development, including appraisals, performance reviews and personal development plans
- in-house & external training backed up by procedures, benchmarks and quality standards
- promoting and appointing to vacant & new posts internally, providing job specifications and other criteria are met
- periodically reviewing our pay scales to ensure, subject to affordability, we are offering competitive remuneration at all levels
- operating a stakeholder pension scheme which is open to all staff
- creating a sense of family and a one team ethic where everyone is equally valued and engaged
- a zero tolerance policy towards harassment & discrimination in all forms
- encouraging all staff to participate in the development and operation of the Club through regular departmental meetings
- managing our staff according to The Managers Charter & our Values & Ethics statements
- engendering flexibility & the ability to manage changing priorities in the way we work to enable us to provide the best possible standards of service and care to our members.

## **15. Recruitment Selection & Procedures - Employees**

There may be two scenarios that trigger the need to request approval to fill a post:

- The current post holder leaves e.g. through resignation or dismissal
- The creation of a new post

### **Request to Fill a Vacancy**

In both cases prior to any recruitment being carried out, **the line manager** is required to complete a **Request to Fill a Vacancy Form**.

- **Part A and B** of this form should be completed and signed by the line manager with a full justification of the need to fill the post and choice of advertising.
- The form will then be forwarded to the General Manager. Approval is not automatic and account will be made of budget allocation and standard requirements.
- If approval is given the General Manager will complete and sign **Part C** of this form and agree a final format for the job description with the HR department.
- Advertising and the selection and interview procedure will now take place.

### **Advertising**

Will take into account Equal Opportunities, potential market and budget constraints. Normally the following options will be available:

#### Internal Advert

Available only to current employees. An Employee is defined as a member of staff who is in receipt of a current contract of employment from Exeter Golf & Country Club and is paid directly by the organisation. This, therefore, excludes agency staff that are contracted by an external employer.

By agreeing to advertise internally in the first instance Exeter Golf & Country Club wishes to recognise the skills base of existing employees, looking at a vacant post as a promotion opportunity. The advert will be e-mailed and posted on notice boards.

#### External Advert

Open to both employees and external applicants.

Should the need arise for the organisation to look to the external labour market in order to develop its current employee skill and knowledge base to ensure the maximum quality of provision for members and guests. Adverts will be posted on the Club's website, employee notice boards, job centre universal job match, social media and appropriate other publications or media if required.

The **job description** will form the basis of the advertisement. The final advertisement will comply with equal opportunities and employment legislation and be approved by the General Manager. The closing date for advertisements will normally be one month from the date the advert is placed and will explain that all external applicants if not contacted by the organisation within four weeks of the closing date should assume that they have not been shortlisted for interview. **Application forms** can be e-mailed or downloaded from the organisation's website.

### Selection for Interview – Initial Short Listing Stage

Application Forms for short listing will be scored by the line manager using the **short listing form**. To ensure that the process is transparent and fair candidates are assessed strictly against the Job Description and Person Specification. The line manager will then invite the shortlisted candidates for interview. The HR Department will organise any additional panel members and organise any special requirements in respect to the assessment process e.g. presentations. Internal unsuccessful applicants will be offered the opportunity for feedback. It is essential that the short listing form of applicants is retained on the vacancy file as this will be referred to for giving feedback to external unsuccessful applicants if requested.

### Interview Process

The Interview Panel will normally consist of the line manager or a suitably trained manager and a member of the senior management team. During the interview process the interview **Questions & Scoring** sheet is to be followed fairly to ensure no discriminatory questions are asked and that the same procedure is followed for all candidates. At this stage **ID must be seen and photocopied (valid passport and NI Card)**. It should be recognised that during the interview process it may be necessary to add a supplementary question in order to clarify points made by the applicant. At the end of the interview process, the candidates should be given the right to ask questions of any of the panel members.

### Selection of Successful Candidate

At the completion of the interview, the panel should determine who is the best candidate based upon the scoring sheets any other relevant scored method such as presentations or tests. All panel members may contribute, however the final decision is that of the senior manager. NB. No information gained outside of the application form or interview process should be taken into account.

The salary to be offered is determined through discussion with the General Manager. The following factors should be taken into account:

- Grade of post (Minimum and Maximum that can be offered)
- Relevant experience
- Professional Qualifications
- Salary of other members of the team
- Current Salary of applicant – which can be verified in reference letter request
- At the point of agreeing the successful candidate, the panel should agree and determine any special conditions that will apply to the appointment of the new employee. For example a condition that they must successfully gain a specific qualification within a given timescale.

**Part D** of the request to fill a vacancy form should then be signed by the General Manager and given to the HR department along with all interview paperwork. All paperwork will be kept in the vacancy folder and archived for 12 months before being destroyed.

### Notification of Successful Candidate

The line manager will make an offer of employment to the successful candidate by telephone. Unsuccessful applicants will be notified by post. The HR department will commence the new starter application process as shown in **Part E**.

The successful candidate should be offered the position subject to the following satisfactory

clearances. ***The following documents must be seen prior to the successful candidates first day, excepting references which must be satisfactorily received within 6 months of the first day:***

- Disclosure and Barring Service (DBS) check, formerly known as a Criminal Records Bureau (CRB) check, if applicable
- Verification to work in the UK ID – valid passport and NI card
- Verification of Qualifications relevant to their post
- Satisfactory References

The successful applicant will be sent a Job Offer letter containing: Who to report to / Start Date & Time / Remuneration / Induction Day/Time / Job Description / Uniform requirements.

### **Commencement of Employment**

All new starters will be met by their line manager who will introduce them to their colleagues and conduct their **induction** and **manual handling**. The following instruction must be communicated and signed by the employee and line manager:

- **Health & Safety Policy**
- Health & Safety and **Job Specific Induction**
- **Health Questionnaires**
- **Manual Handling** Training
- **Fire Evacuation Procedure**

## **16. Club Social Responsibility (CSR)**

### **Forward (By Will Gannon 2014)**

Exeter Golf and Country Club has always taken its position in the community seriously. We are an organisation with wide reaching influence across the local community from the point of view of best practise in delivering excellence, providing an inspirational working environment with individual progression at its heart and partnering with local schools and community groups for child development and to raise funds and awareness for charities and initiatives. Being situated within 120 acres of golf course means we also work hard to protect our environment, wildlife habitats, flora and fauna. Finally, food is of course central to our Club and so the provenance, seasonality and locality of the ingredients we use are also high on the agenda. We use local suppliers, producers and contractors wherever possible. The Club's three main areas:

### **Increase Retention**

- Analyse lapsed and non-renewed members by department and sport and recognise trends within leavers.
- Monitor and assess monthly stats report highlighting leavers by demographics.
- Drive marketing sales initiatives to focus groups.

### **Increase Member Spend**

- Develop Club identity as high quality family venue targeting new visitors by constantly delivering excellence within a unique environment.
- Provide excellent service to increase covers versus customer cost effective decision making.
- Provide excellent food and beverages.
- Promote customer feedback / testimonials via FB and twitter.
- Sell, Sell, Sell.

### **Improve Member Experience**

- Improve quality throughout services and onsite facilities to maximise member experience.
- Identify areas of concern through clear active communication.
- Drive focus within department to deliver excellence initiative.
- Deliver quality staff training and development.
- We can only achieve these aims if we are regarded as a quality organisation that shows respect to members, their guests, other visitors, staff, suppliers, and, never more desirable than today, the community and environment around us and within which we enjoy ourselves. This document describes where we are at the beginning of 2014. But we cannot stand still and continuous improvement is part of our business as usual. So, we are open to suggestions.

### **Introduction**

Exeter Golf and Country Club recognises the need for small and medium size businesses looking for sustained success to adopt coherent polices to:

- Deal with members, guests, other customers and staff in a manner that is both ethical, caring and of the highest quality.
- Maintain the highest level of health and safety to ensure safe and efficient working conditions.
- Protect the environment we live in and the grounds we own.
- Support local suppliers and reduce our food miles.
- Help local schools find work placements for their school leavers.
- Support Government and NHS schemes to help the UK's children grow up healthier.
- Support local charities and community projects.

The following sections 1-7 **summarise** each of the Club's seven policy strands set out above.

## **Section 1 – Members, Staff and Complaints**

### **Members**

Deal with members, guests, other customers and staff in a manner that is both ethical, caring and of the highest quality. Members, guests and others. The Club aims to provide a service that is of a high standard and exceeds expectations by:

- always being professional, efficient, attentive and helpful in a safe manner to all members, guests and colleagues.
- ensuring that all queries are dealt with correctly and promptly by the right person or department.
- ensuring members and guests feel valued and welcome, being greeted in an appropriate and polite manner.
- ensuring communication between members and staff is effective, pro-active and regularly tested.

### **Staff**

Exeter Golf and Country Club is committed to building a motivated team whose diversity reflects the community, in which it is located. The Club's objective is to be among the best employers of its kind in the area, recognising that the quality of its team directly leads to the greater enjoyment and satisfaction of members and their guests. To ensure we achieve and maintain this objective, we are committed to the recruitment, development and retention of professional and friendly staff. We aim to do this by:

- providing a positive and friendly working environment.
- personal and professional development, including appraisals, performance reviews and personal development plans.
- in-house and external training backed up by procedures, benchmarks and quality standards.
- promoting and appointing to vacant and new posts internally, providing job specifications and other criteria are met.
- periodically reviewing our pay scales to ensure, subject to affordability, we are offering competitive remuneration at all levels.
- operating a government workplace pension scheme which is open to all staff.
- creating a sense of family and a one team ethic where everyone is equally valued and

engaged.

- a zero tolerance policy towards harassment and discrimination in all forms.
- encouraging all staff to participate in the development and operation of the Club through regular departmental meetings.
- managing our staff according to The Managers Charter and our Values statements.

### **Complaints**

All complaints that arise in the Club will be treated with the utmost respect and taken very seriously. We will aim to investigate and act on the situation within 48 hours and, where possible, resolve at the source. For complaints that require it, all information will be written down, logged and forwarded to the relevant manager. The member of staff that initially dealt with the complaint will take ownership of the issue and will ensure that it is dealt with to the approval of the complainant. We will ensure that the person that made the complaint will be told of any developments and when the problem has been resolved.

### **Section 2 - Maintain the highest level of Health & Safety to ensure safe and efficient working conditions**

It is the policy of the Club to comply with the terms of all relevant Health and Safety legislation and to provide and maintain a healthy and safe working environment. Our Health and Safety objective is to minimise the number of instances of occupational accidents and illnesses and ultimately to achieve an accident-free workplace. All employees will be provided with such equipment, information, training and supervision as is necessary to implement the policy and achieve the stated objective. The Board of the Club recognise and accept their duty to take all steps to protect the Health and Safety of all visitors, including members, contractors and temporary workers, as well as any other members of the public who might be affected by our operations. While the Board and management of the Club will do all that is within their powers to ensure good Health and Safety practices, it is recognised that Health and Safety at work is the responsibility of each and every individual associated with the Club. It is the duty of each employee to take reasonable care of their own and other people's welfare and to report any situation which may pose a threat to the wellbeing of any other person. Disciplinary action may be taken against any employee who violates safety rules or who fails to perform his or her duties under this policy. Our Health & Safety policy will be continually monitored and updated, particularly when changes in the scale and nature of our operations occur. The policy will be updated at least every 12 months.

### **Section 3 - Protect the environment we live in and the grounds we own**

The Club is proud of our commitment to helping to safeguard and enhance the natural environment. We recognise that respect for the environment goes hand in hand with human wellbeing and sporting excellence.

Our Environmental Policy has four main elements:

- **Good housekeeping:** to adopt best management practices for the course, Club house and ancillary facilities in order to minimise negative environmental impacts and to optimise the use of natural resources.
- **Compliance:** to ensure that our activities are compliant with all relevant local, national and European regulations.
- **Conservation of biodiversity:** to maximise the ecological potential of the Club's Estate.
- **Communications and education:** to ensure that our environmental attitude, policies and practices are accurately perceived by members, visitors and the public, and to provide

appropriate training and information for employees.

#### **Section 4 - Support local suppliers and reduce our food miles**

When ordering our food supplies, we consider where they have come from and seasonality. Whenever possible we use local suppliers with locally produced products. These are foods that are produced within 30 miles of the Club grounds. We have our own herb garden when the seasons allow. Keeping purchases local aids in keeping the local economy strong. Exeter Golf and Country Club feels that the more local produce used the wider the benefit for the local area.

#### **Section 5 - Help local schools find work placements for their school leavers**

The Club believes that everyone should be given an opportunity to do what they enjoy. As a large sports and leisure facility, we feel that we should offer work experience placement opportunities to school leavers to help them make an informed decision on the direction they would like to take in the future. The Club understands the necessity of encouraging nutritionally balanced food and drink and an active lifestyle to children. We offer a menu of nutritional local products and a range of physical activities including All Sports Junior Membership. The Club considers applicants on an individual basis. We have strong links with various educational and work with a variety of placement providers.

#### **Section 6 - Support local charities**

Our members and staff actively raise funds for local charities and community projects. Every year the president and captains have a chosen charity plus the Club provides guest passes to local charities, schools and community events.

#### **Section 7 – Some specific targets**

~~The Club is committed to its policies and procedures producing a difference. We have, therefore, set the following as our main targets for the foreseeable future.~~

##### **Environmental**

~~Target — The Club wishes to reduce its annual energy consumption by **30%** — **awaiting benchmark and recommendation**)~~

~~So Far — In 2012-2013 Exeter Golf and Country Club managed **to reduce the consumption by 9%**.~~

~~Review — January 2015 and every year thereafter.~~

##### **Human Resources**

~~Target~~

~~Objectives — A drive for success and excellence:~~

- ~~• Commitment and motivation by all to deliver results and exceptional service to members and customers~~
- ~~• Training and development of team in line with organisational values~~
- ~~• Increasing opportunities for staff to be involved in Club developments and inform change~~
- ~~• Improving communication and transparency on all aspects of Club performance is developing a greater sense of ownership and involvement~~

~~Review — January 2015. In April 2013, the Club was awarded Investors in People Status with a Silver Award. Only the top 2% of companies in the UK gain silver status.~~

### **Health & Safety**

Target — The Club wishes to reduce its number of **accidents by 20%**.

So far — The Club has achieved a 25% reduction in the number of accidents this year.

Review — January 2015, and every year thereafter. An annual audit of compliance is also undertaken to monitor continuous improvement in this and all areas of Health and Safety. This continues to happen on a yearly basis.

### **Quality Management**

Target — To achieve ISO 9001 Accreditation **by March 2016**

So far — Research and Information gathering. Members of the Management Team are attending courses on this subject.

Review — Ongoing with professional assistance.

### **Staff Satisfaction**

Target — To reduce absenteeism and staff turnover.

So Far — The Club currently performs:

- Monthly 1:1's, 3 monthly reviews and annual appraisals.
- The management team are appraised via upward appraisals.
- Staff exit questionnaires are completed to help us to improve.
- Back to work interviews are completed to make sure we have resolved all issues.
- Weekly management meetings.

Review — January 2015 and yearly thereafter.

### **Ongoing Improvement**

Target — To reach all Key performance indicators.

So Far — Sections meetings held and Key Performance Indicators will be set for each section which will lead to staff rewards dependant on results.

Review — Monthly, and annual review in April.

### **Members and Guest Satisfaction**

Target — To improve members and guest satisfaction through reducing the number of complaints received.

So Far — Twice yearly membership satisfaction surveys will be held and feedback given.

Review — Continuously and annual review in April each year.

## **17. Benefits and Use of Club Facilities**

### **Eligibility**

The Club extends the use of its facilities (excluding golf, unless prior authorisation by the General Manager and Director of Golf) to all employees full and part time, who work on a regular basis for 16 hours or more per week. Employees may only apply to use the facilities after completing their probationary employment period which is normally 36 months. This employee benefit does not entitle the employee to Club Membership – only use of the fitness, swimming and rackets facilities, therefore does not include benefits included in Club Membership such as social facilities and discounts.

### **Authority**

Staff, working more than 16 hours per week, are able to use the leisure facilities before work, after work and on days off between the designated opening and closing hours of the Club only after three months of continuous employment. Facility use is always at the discretion of the General Manager and authority is granted on the understanding that staff will respect not to use facilities during peak times or at such times that disadvantage members. Dress regulations during use must be strictly complied with.

**STAFF ARE NOT PERMITTED TO SIT OR HOLD MEETINGS AT ANYTIME IN THE MEMBERS BAR, GARDEN PAVILION OR WEAR PARK RESTAURANT WITHOUT PRIOR PERMISSION FROM THE GENERAL MANAGER.**

### **Facilities**

The facilities referred to are the indoor and outdoor swimming pools including the Pool Hut when applicable, saunas, Jacuzzi and steam room, squash, tennis and fitness.

Employees are not permitted to use social facilities of the Club such as Members Bar, Garden Pavilion and Wear Park Restaurant at any time – unless authorised by the General Manager in advance. This applies to after finishing a shift. On completion of the shift, the employee must leave the premises. They are not permitted to wait in any public areas of the Club.

**If given permission to use the bars and restaurant on a specific occasion by the General Manager, employees may be granted a 20% discount on food and drink.**

The only exception to this is if an employee is a member of the Club in their own right and this has been made known to Club Management.

### **Guests**

There is no provision for employees under these general arrangements to introduce guests to the Club. Spouses or partners may pay to join the Club in their own right. The partners or spouses of senior staff may be granted honorary membership by the General Manager but this will be on an individual basis and granted only by the General Manager.

### **Glasses and Eye Tests**

DSE users (users are defined in the document The Law on VDU's HSG90 <http://www.aber.ac.uk/en/media/departmental/healthsafetyenvironment/the-law-on-vdu-s-and-easy-guide-hsg90.pdf>)

have the right to ask for a free eye or eyesight test. The Club will contribute 50% of the cost of glasses or lenses up to a maximum of £75 to all qualifying staff using a VDU more or less continuously on most days. Discounts will only be given with confirmation from an Optician

that glasses or lenses are required for VDU use.

**Staff Meals**

Staff who work for more than 4 hours per shift are entitled to a 50% discount on all food as priced as published on the Members Bar Menu and only purchased during its opening hours. Staff food must be consumed in the staff rest room area.

## **18. Appearance/ Dress Standards/ Personal Hygiene**

### **Appearance and Personal Hygiene**

Much of the work of the Club is involved in dealing with members, visitors and customers. As a result, employees are reminded that they must always:

- Maintain a smart appearance as per Club standards (refer to health and safety leaflet)
- Wear a clean and pressed uniform (if issued), including name badge
- Make use of soap, shampoo and deodorant as often as necessary
- Cover all cuts and sores with a protective waterproof dressing
- Wash hands regularly
- Comply with additional requirements when handling food
- Comply with rules on visible body piercing and tattoos

### **Uniforms**

If a uniform is required, this will be provided by the Club along with name badge and other clothing. You are asked to treat this clothing with care and keep it clean. If protective clothing is provided for particular duties, you must wear this when those duties are carried out. Additional requirements may also apply if you work in a food preparation area. If you report for work inappropriately dressed, the Club may send you home without pay. Persistent offenders will be subject to disciplinary action. The uniform remains the property of the Club. On leaving the Club's employment, your uniform must be returned, cleaned and pressed. Failure to do so **may** result in the Club deducting the cost of the unreturned items from your final wage.

Staff uniform must be returned within 48 hours of leaving Exeter Golf and Country Club for whatever reason. Final pay will have a deduction which will be the cost of the uniform if it hasn't been returned before the end of the month when the pay is processed.

## **19. Code of Conduct**

The Club's Code of Conduct, set out below, covers the main standards of behaviour the Club requires from employees. The Code includes the Club Rules, which employees need to follow and examples of misconduct which the Club normally regards as gross misconduct. A breach of the Club Rules may result in disciplinary action. A single instance of gross misconduct may result in dismissal without notice. The Club Rules and the examples of misconduct are not exhaustive. All employees are under a duty to comply with the standards of behaviour and performance required by the Club, and to behave in a reasonable manner at all times. Further details are set out within the relevant parts of the Operational Policies and Procedures section of this Handbook.

### **Club Rules - Attendance and Timekeeping**

- Employees are required to comply with the rules relating to notification of absence set out in the Club's Absence Policy and Procedure.
- Employees are required to arrive at work promptly, ready to start work at their contracted start times. Employees are required to remain at work until their contracted finish times.
- All employees are required to clock in and out, unless previously agreed by the General Manager. This is required to support rota attendance and provide evidence of good timekeeping and attendance. It is strictly forbidden to clock in or out with another employee's time-card, such an act may result in disciplinary action and may be treated as Gross Misconduct.
- Employees must obtain management authorisation if for any reason they wish to arrive later or leave earlier than their agreed normal start and finish times.
- Employees who arrive late for work may be required to make up the time later or may have the time deducted.
- The Club reserves the right not to pay employees in respect of working time lost because of poor timekeeping.
- Persistent poor timekeeping may result in disciplinary action.

### **Club Rules - Standards and Conduct**

- Employees are required to maintain satisfactory standards of performance at work.
- Employees are required to comply with all reasonable management instructions.
- Employees are required to co-operate fully with their colleagues and with management, and to ensure the maintenance of acceptable standards of politeness.
- Employees are required to take all necessary steps to safeguard the Club's public image and preserve positive relationships with its members, customers, clients or members of the public. Should an employee receive a complaint from a member, customer or visitor, they must ensure that the complainant is dealt with politely and treated with respect. When dealing with complaints either via the telephone or face-to-face, the following points should be adopted:
  - thank the person for pointing out the issue and assure them it will be reported
  - take note of everything that is said
  - take their name and contact details and pass their details on to the relevant

#### Manager

- never enter into an argument
  - never make promises (if unsure, check facts and go back to the complainant)
  - never raise your voice
- Once a complaint has been resolved, it is important that the complainant is contacted with the outcome and the Club can ensure that the complainant is satisfied.
  - Employees are required to ensure that they behave in a way that does not constitute unlawful discrimination.
  - Employees are required to comply with the Club's Operational Policies and Procedures.
  - Personal mobile telephones must be switched off at all times during normal working hours, in designated no mobile phone areas.
  - Any queries received from the media must be referred immediately to management. Employees must not attempt to deal with queries themselves.

### **Personal Relationships**

Whilst relationships with members, on a strictly friendly basis, are generally encouraged, relationships of a more serious and personal nature are not. Given the nature of the Club and the range of activities that take place, employees must take great care not to become involved with a member who might cause embarrassment to the member, his or her immediate family or other members of staff. Should a situation arise which might cause a problem or difficulty, as described above, then it is the duty of the employee to inform his or her line manager.

### **Flexibility**

From time to time employees may be required to undertake duties outside of your normal remit to ensure the smooth running of the Club. Employees may be required from time to time to work at locations other than their normal place of work.

### **Confidentiality**

Employees are required to keep confidential, both during their employment and at any time after its termination, all information gained in the course of their employment about the Club's business, and that of the Club's members, clients or customers, except as required by law or in the proper course of their duties.

Employees are not permitted to engage in any activity outside their employment with the Club which could reasonably be interpreted as competing with the Club.

Employees are required to seek permission from management before taking on any other employment while employed by the Club.

### **Health & Safety**

Employees are required to remain up to date in their understanding of the Club's Health & Safety procedures, observe them, and ensure that safety equipment and clothing are always used.

Health & Safety notices and Procedures for safe evacuation in the event of fire and other emergencies are clearly displayed throughout the Club. All employees will be notified of any changes to these procedures.

Staff are required to take part in Health & Safety training and drills so that in the event of an emergency, all employees know what to do and that all members, visitors and employees of the Club are safely and effectively evacuated.

Employees must report all accidents or incidents (events which could have caused or led to an accident), however small, as soon as possible, informing the Club's duty manager, who will then make an entry in the Club's Accident Book.

All employees involved in the preparation and serving of food must follow the rules for safe food handling at all times. Special rules following return from sickness absence must also be stringently followed.

### **Fire Regulations**

It is the responsibility of all staff to know the Fire Regulations of the Club, what action is expected in the event of the Fire Alarm going off or in the case where fire is identified. You must know the responsibilities you may have regarding the safety of Club members, visitors and other members of staff. Your line manager has a duty to advise you of the necessary procedures relevant to the Club as a whole and within your own department in particular. It is important to know where the fire appliances are located within your area of work and how to use them.

### **Protection of Children and Vulnerable Adults**

The Club recognises the importance of protecting vulnerable individuals and adopts a procedure for ensuring all employees who may come into contact with children and vulnerable adults as part of their job are subject to checks. For certain identified roles, it is a condition of ongoing employment to agree to be subject to Disclosure and Barring Service checks under the Protection of Children Act 1999 and the Police Act 1997 (or the checking system in place at the time).

Identified roles include Instructors, lifeguards and Crèche Assistants. However, each manager has a duty to monitor changes to the roles within their department. Should such changes involve contact with children or vulnerable adults, arrangements for Disclosure Checks must be made.

### **Property and Equipment**

Except for use on authorised Club business, employees are not permitted to make use of the Club's telephone, postal or other services.

Employees must not remove Club property or equipment from Club premises unless for use on authorised Club business or with the permission of management. Where an employee damages property belonging to the Club, either through misuse or carelessness, the Club reserves the right to make a deduction from the employee's pay in respect of the damaged property.

On termination of their employment employees must return all Club property, such as keys, laptops, mobile telephones, Club clothing, documents or any other items belonging to the Club. This list is not exhaustive. The Club reserves the right to make a deduction from your wages/salary in respect of your failure to promptly return property.

### **Personal Searches and Personal Property**

The Club may reasonably request to search employees' clothing, personal baggage, locker or vehicles. An authorised member of management in the presence of an independent

witness must conduct any such search. Should an employee refuse such a request, the Club will require the appropriate authorities to conduct the search on behalf of the Club. An employee's failure to co-operate with the Club in this respect may be treated as gross misconduct.

Employees are solely responsible for the safety of their personal possessions on Club premises and should ensure that their personal possessions are kept in a safe place at all times.

Should an employee find an item of personal property on the premises he or she is required to inform management immediately.

### **Expenses**

The Club will normally reimburse employees in respect of any expenses wholly, necessarily and proportionately incurred in the course of their work against the relevant receipts. The Club reserves the right to refuse to pay an expense claim where the expenditure is unreasonable, disproportionate or unnecessary. All expenses must be accompanied by an expenses claim form and duly signed by the Head of Department & General Manager.

Expenses claim forms must be completed, authorised and with the accounts office by 20<sup>th</sup> of each month. Expenses will only be paid as part of your wages/salary transfer.

### **Environment**

In order to provide a cost effective service, employees are requested to use the Club's equipment, materials and services wisely. Employees should try to reduce wastage and the subsequent impact on the environment by ensuring that they close windows, avoid using unnecessary lighting or heating or leaving taps running, switch off equipment when it is not in use and handle all materials with care.

### **Changes in Personal Details**

Employees must notify the Club of any change in personal details, including change of name, address, telephone number or next of kin. This will help the Club to maintain accurate personal details in compliance with the General Data Protection Regulations 2018, and ensure it is able to contact the employee or another designated person in case of an emergency. This must be done as soon as is reasonably practicable.

### **Key Holders**

The following are the Club rules for key holders regarding opening and closing and use of Club facilities. Key holders must never:

- Open the Club before the designated opening time to use Club facilities
- Keep the Club open after designated closing time to use Club facilities
- Open the Club after the Club has been closed to use Club facilities

## **20. Managing Personal Relationships at Work**

### **Scope and Purpose of Policy**

It is recognised by the Club that many of its employees will be related to each other or will develop relationships of a personal nature at work. It is not the intention of the Club to use this policy to discourage those in personal relationships from applying to work for the organisation or indeed to develop and progress within the organisation. Further, it is acknowledged that where such relationships occur the majority of staff behave in a highly professional manner. However, personal relationships in the workplace can lead to problems ranging from complaints from other team members of favouritism and unfair treatment to potential conflicts of interest where there is a direct reporting line between the two employees. This policy is intended to provide an outline of the expectations placed on members of staff and their managers so that such situations are dealt with fairly and consistently. It is also intended to protect staff in such situations so that they are not open to allegations of impropriety, bias, abuse of authority, conflicts of interest or fraud. This policy provides a process and procedures to ensure there is no conflict of interest as a result of a personal relationship at work, for example, in promotion decisions.

### **Definitions**

For the purpose of this policy personal relationships are defined as:

- family relationships including spouses and partners; or
- close personal friendships, including romantic attachments and extra-marital affairs.

This definition applies to opposite sex and same sex relationships. The term 'partner' will be used generically to describe an employee involved in a personal relationship regardless of the nature of the relationship.

Employees are defined as any members of staff either directly employed or employed through a Temporary Staff Bank or via an Agency.

It is recognised that relationships may arise or occur between members of staff within the Club and other organisations with whom it has a contractual relationship. In such situations, the following procedure still applies and it is expected that the Club employee will make their manager aware of the relationship. The matter will then be raised with the appropriate manager within the contracting organisation.

### **Employees' Responsibilities**

Where a personal relationship exists between members of staff in the same department or a related area, it is their responsibility to declare this to their respective line manager/s. Where the relationship exists between a member of staff and their line manager, it is the responsibility of both of them to inform a more senior manager of the situation.

Where an applicant for a vacant post has a personal relationship with a member of staff within the area in which they are applying to work or with the manager of the area, this must be declared on the application form. In addition, it is expected that the member of staff who is already employed informs their manager of the relationship. That member of staff will not then be involved in the recruitment and selection procedure for the vacant post.

Employees in personal relationships will be expected to maintain professional working relationships whilst at work and at all times when representing the Club on business related activities.

Requests from partners in personal relationships to take time off work at the same time will be accommodated wherever possible. However, they must recognise that there may be difficulties in granting them as the needs of other team members need also to be taken into consideration.

Where one of the partners in a personal relationship is the line manager for the other, the manager must not have any responsibility for any of the following transactions and decisions relating to that employee. A more senior line manager will take responsibility for these transactions and decisions.

- processing any documents relating to payments, e.g. timesheets relating to overtime or unsocial hours payments, or changes in terms and conditions such as revised hours or grades
- authorising study leave and/or funding
- authorising annual leave
- authorising payments for orders of stock, equipment or services
- carrying out appraisals
- conducting recruitment and selection procedures
- investigating any complaints from other members of staff or members
- conducting hearings or formal meetings in relation to sickness absence, disciplinary matters, grievances or poor performance
- leading work which will require organisational change, and may subsequently have an impact on the security or design of roles within the area they manage

### **Managers' Responsibilities**

Where a personal relationship affecting one or more members of their team exists, the relevant manager must consider any possible conflicts of interest or operational difficulties that may result from that relationship and take action to avoid them.

Where an employee in a personal relationship is a successful applicant for a vacancy in the same team as their partner and difficulties are foreseen, consideration should be given to placing that employee in a commensurate position in an alternative team.

If working relationships within a team become unsettled or tense because of the existence of a personal relationship, it is the manager's responsibility to take appropriate action. For example, this may be because of complaints from other team members that the relationship causes ineffective decision making or because of the breakdown of the personal relationship. The manager may wish to consider:

- Alternative hours and working patterns to ensure that the individuals are not working together, as far as possible.
- Moving one or both members of staff on a temporary or permanent basis to other departments.
- Where it is not possible to move staff within a particular area or team, redeployment of one or both members of staff to another area within the Club.

It is acknowledged that in some instances, due to staffing levels or the specialist nature of a service, alternative arrangements may be difficult to organise. When considering potential

moves of one member of staff, the manager must consider if this could be construed as discriminatory action towards that person on the grounds of sex, race or disability, etc. Ideally such moves would be agreed with the employees affected after discussion with the relevant manager.

If managers suspect those involved in a personal relationship of fraudulent activity, advice must be sought from the General Manager.

Managers must maintain, as far as is reasonably practicable, confidentiality of the relationship between partners in a personal relationship, unless those employees have indicated that they are in agreement with their relationship being made public.

Managers must be vigilant to the danger of a sexual harassment complaint following the breakdown of a personal relationship at work and seek advice from the HR department, as appropriate.

### **Procedure for Dealing with Breaches of this Policy**

Where the existence of personal relationships leads to difficulties in the workplace, the relevant manager will initially seek to deal with such situations informally. On occasion, however, it may be necessary to deal with staff in a more formal manner or through use of the disciplinary or other appropriate procedure.

Any members of staff found to have failed to declare their relationship at the point of application to the Club or, in a timely fashion, following the inception of the personal relationship during their employment, may be subject to disciplinary action.

A line manager involved in a personal relationship with a member of staff and found to be acting contrary to the provisions above, may be subject to internal (and in the case of fraud possibly external) investigation which may result in disciplinary action being taken.

### **Appeals**

Employees who wish to appeal against any disciplinary action arising from a breach of this policy should utilise the Club's Disciplinary Appeals Procedure.

If, however, employees consider themselves to have been treated unfairly as a result of their personal relationship with another member of staff, they should initially raise this informally with their manager. If this is not appropriate or does not result in a satisfactory outcome, they should raise it formally by making use of the Club's Grievance Policy & Procedure.

### **Related Policy & Procedure**

In using this policy, employees and managers are encouraged to cross reference with the following Club documents, which are accessible via the Club's Employee Handbook and intranet.

- Disciplinary Policy & Procedure
- Capability Policy & Procedure
- Grievance Policy & Procedure
- Equal Opportunities Policy & Procedure
- Bullying and Harassment Policy & Procedure

## **21. Induction, Training and Probationary Support**

The Club's employees play a crucial role in ensuring business success. Wherever appropriate, it is the Club's policy to ensure that employees are provided with the training they require to perform their duties safely, efficiently and effectively at all stages of employment. The kinds of training that the Club provides falls into four broad categories: induction, on the job, in house, and external. All training will have Health & Safety as an integral requirement.

### **Induction**

Whenever a new employee joins the Club, it is his or her line manager's responsibility to conduct **Induction Training** and ensure that he or she is given a proper introduction to the workplace, colleagues, facilities, duties, Health & Safety and other procedures.

Within the first few weeks of employment the line manager will assess the new employee's training requirements and arrange for that training to be provided. Very often, the needs of the employee will be adequately met by a combination of on the job and related in house training. From time to time, however, it may be necessary to arrange external training.

The main purpose of the induction process is to enable a new employee to become productive as quickly and effectively as possible. Each induction process will be tailored to the individual employee.

### **Training**

Training opportunities will be discussed and agreed on an individual basis as part of the annual appraisal.

The manager will complete a **Training & Development Request Form** for any externally sought training. In some cases you will be asked to sign a **Training Cost Agreement form** whereby you will be liable to repay the Club the costs of training, on a sliding scale, if your employment ends for whatever reason, within 30 months of the training event. Note this form must be completed following training once expenses have been validated.

**Registration Fee / Training Costs** (show discounts if any). **Other Costs - travel, books, lodging, etc.** (note: **meals** up to £20 per day, **mileage** (only if distance further than your mileage to drive to the Club), **accommodation** (cheapest available and closest to training venue). Include total cost and proposed fund source on this request form which must be signed by the General Manager.

All training is evaluated and you will be provided with a **Training Evaluation Form** upon completion of your course.

### **Support**

During the first 6 months of employment called the probationary period, the Club will provide all new employees with **one to one** monitoring and support in readiness for the **probationary review**. All employees are given an annual appraisal to identify strengths, weaknesses, opportunities and threats to determine training needs and to support the Club's capability policy.

## **22. Expenses**

The Club will normally reimburse employees in respect of any expenses wholly, necessarily and proportionately incurred in the course of their work. The Club reserves the right to refuse to pay an expense claim where the expenditure is unreasonable or unnecessary. All expense claims must be supported by a completed Expenses Claim form which must be signed by the General Manager.

Any special ad hoc arrangement made to suit particular circumstances will not be considered to set any form of precedent.

Claims will be reimbursed provided:

- They are agreed by the General Manager in advance
- They are backed up with receipts
- The appropriate documentation has been completed

Employees are required to use the most cost effective transport methods and routes in conducting business.

### **Staff Expenses Policy**

#### **General**

Where expenses are necessarily incurred by staff in carrying out their duties for the Club, reimbursements will only be made in accordance with the following guidelines on the production of appropriate receipts, including VAT receipts, and authorisation from line managers.

#### **Car Mileage**

Where an employee uses their own vehicle, the Club will reimburse business mileage at current inland revenue rates, as at March 2014 these are: £0.45p per mile up to 10,000 miles then £0.25p for every mile thereafter; for every additional employee carried, an extra 5p per mile may be claimed.

#### **Mobile Phone**

Where a mobile phone is used by a member of staff in carrying out their duties for the Club, the cost incurred in respect of those calls may be reimbursed.

#### **Uniforms**

Where staff are required to wear the Club uniform, it will be provided or paid for by the Club. Please refer to the Appearance/Dress Standards/Personal Hygiene section of this Employee Handbook.

#### **Subsistence**

Where an employee is working away from home on Club's business the General Manager must agree cost of Dinner, Bed & Breakfast in advance of any booking or expenditure.

#### **Other Expenditure**

All other expenditure incurred on the Club's business (e.g. train fares; taxis; parking charges) must be kept to the minimum necessary and supported by receipts.

These guidelines will be reviewed from time to time.

## **23. Workplace Pension Scheme**

<https://www.gov.uk/workplace-pensions>

### **So who will automatically be enrolled into a workplace pension scheme?**

A workplace pension is a saving scheme for retirement organised through an employer. The employer may have their own scheme, offer one from a specialist pension provider, or use a government-backed scheme. Modus is currently considering which pension scheme will be the best for our employees. Under the new system, those aged over 22 and under the state pension age, are not already in a scheme, and earn more than £9,440 a year will automatically be enrolled. Part-time workers who earn less than that can ask to take part if they want to and, if they earn more than £5,668, their employer will be obliged to make a contribution too.

Those aged under 22, or over state pension age and still working, can also opt-in in the same way.

### **How much will I save?**

At first, an employee will only see a minimum of 0.8% of their earnings going to their workplace pension. Their employer will be obliged to add a contribution that is the equivalent of 1% of the worker's earnings. Tax relief \*adds another 0.2%. These amounts will increase in stages over the following 4 years to an estimated minimum 4% contribution from the employee, 3% from the employer, and 1% in tax relief\* from October 2018. This means the equivalent of 8% of a worker's earnings (including overtime, but excluding any earnings over £41,450) will go into their pension pot. \*Tax relief means some of your money that would have gone to the government as tax, goes into your pension instead.

### **Do I have to take part?**

No. You may decide that you wish to opt out, for example you may need all of your monthly pay to make ends meet or you may have a private pension policy you think is sufficient. It is worth remembering that by opting out, workers will miss out on the contribution their employer puts into the pension.

## **24. Vehicles and Driving**

### **Insurance**

It is the responsibility of employees to ensure that if they use their private vehicle for work-related purposes, the vehicle is properly taxed and insured for use on Club business.

### **Driving Licences and Driving Offences**

In order to be permitted to use a Club vehicle an employee must hold a full and valid UK driving licence. Employees must normally be aged at least 25 years old to be permitted to drive Club vehicles. Employees who drive Club vehicles or drive their private vehicle for work-related purposes are required to submit up to date copies of their driving licences to the Club annually, and whenever there is any change to the details on the licence, such as the addition of penalty points. If an employee is charged or convicted of driving offences, or has his or her driving licence endorsed, the employee must report this fact to management at the earliest opportunity and in any event within 24 hours. Driving related fines are the responsibility of the employee who incurs them, whether or not incurred in the course of Club business and must be paid immediately by the employee. If an employee is disqualified from driving, and the employee is required to drive for all or a significant proportion of his or her job, the Club reserves the right to terminate that employee's employment.

### **Personal Use**

Employees are not permitted to use any of the Club's vehicles e.g. the General Duties vehicle for personal purposes without the prior authority of the General Manager. For the avoidance of doubt, Club vehicles are for the benefit of the Club and not any particular individual.

### **Accidents and Damage**

Employees must immediately report to management all damage to a Club vehicle. A full written report of the circumstances in which the vehicle was damaged should be submitted thereafter. If damage to a Club vehicle is incurred as a result of an employee's negligence, the employee will be liable for the total cost of repairing the vehicle. Employees are responsible for paying any insurance excess following a claim for damage to a Club vehicle. Payments will be deducted from the employee's pay unless an alternative method of payment is agreed with management.

### **Use of Vehicles on Club Business**

Employees are required to drive in a safe, lawful and efficient manner, in all weather and traffic conditions, observing the recommendations of the Highway Code. The Club operates a strictly no smoking policy in Club vehicles. Employees must not take vehicles onto the road if they know or suspect that it has a serious defect.

### **Use of Mobile Telephones and Driving**

Employees are reminded that it is a criminal offence to drive (or have another person drive) a motor vehicle while using a 'hand held' mobile telephone. For the purposes of the legislation, 'driving' will include sitting in a stationary vehicle with the engine running and a 'hand held' mobile telephone will include any 'hands free' mobile telephone if it is held at any point during the call.

## **25. Alcohol and Drugs**

### **Consumption of Alcohol on the Premises**

Employees must not consume alcohol during working hours on Club premises. However, it is recognised that due to the social nature of the Club, some employees may consume alcohol during working hours when their role involves, for example, attendance at a reception, function or business meeting at which alcohol is provided. Should an employee be unclear as to their role at an event and whether consumption of alcohol is permitted, they should clarify this with their manager. All employees are expected to conduct themselves in a safe and responsible manner.

It will be regarded as serious misconduct for an employee:

- to be impaired whilst at work by alcohol or miss-used legal drugs, including psychoactive substances (formally known as 'legal highs'),
- an employee who is under the influence of alcohol or drugs during working hours or on Club premises will be escorted from the premises immediately. The Club will take disciplinary action when the employee has had time to sober up or recover from the effects of drugs. Intoxication at work will normally be treated as gross misconduct and could result in summary dismissal.
- to have illegal drugs in the body or any level of alcohol in excess of the legal driving limit in the UK whilst driving on Club business.
- to use, possess, distribute or sell illegal drugs during working hours or on Club premises. The police will be notified where the Club has reason to believe an employee has committed such an offence.

Employees who recognise that they have a drink or drug problem, or that they are at risk of developing one, are encouraged to come forward for confidential help. They should speak in confidence with their line manager or HR department, or secure the help of a colleague.

## **26. Monitoring Policy**

Employee monitoring covers monitoring of employees' use of telephones, e-mails, Internet use, and recording of images of employees by video and vehicle location monitoring. Monitoring may include the following:

- monitoring all areas of the Club (except toilet and changing areas) by CCTV which can include audio;
- monitoring lateness by video cameras;
- checking e-mails to ensure the system is not abused;
- checking websites visited by employees using Club systems;
- recording telephone calls; or
- Monitoring use of Club vehicles by vehicle tracking systems.

### **Monitoring Without the Employees' Knowledge**

The Club will not monitor employees without their knowledge, unless the Club has reason to believe that employees are engaged in criminal activity. In such instances, any monitoring will take place under the guidance of the Police and will be carried out in accordance with the General Data Protection Regulations 2018.

### **Monitoring with the Employees' Knowledge**

The Club reserves the right to introduce monitoring from time to time. Before doing so, the Club will:

- identify the purpose for which the monitoring is to be introduced;
- ensure that the type and extent of monitoring is limited to what is necessary to achieve that purpose;
- where possible, consult with affected employees in advance of introducing the monitoring;
- weigh up the benefits the monitoring is expected to achieve against the impact it may have on employees;

The Club will ensure employees are aware of when, why and how monitoring is to take place and the standards they are expected to achieve. If disciplinary action results from information gathered through monitoring, the employee will be given the opportunity to see or hear the information in advance of the disciplinary hearing and make representations about it. The Club will ensure data collected through monitoring is kept secure, and access is limited to authorised individuals.

### **Telephones**

If the Club monitors telephones it will make employees aware of this.

## **27. Child Protection Policy & Procedures Policy Statement**

Exeter Golf & Country Club will:

- Accept the moral responsibilities to: implement procedures, provide a duty of care for young people, safeguard their well-being and protect them from abuse.
- Respond to any allegations or concerns appropriately and implement the appropriate disciplinary appeals and procedures.
- Respect and promote the rights, wishes and feelings of young people.
- Recruit, train and supervise employees and volunteers to adopt best practice in order to safeguard and protect young people from abuse, and themselves from false accusations.
- Require staff and volunteers to adopt and abide by the organisation's child protection policy and procedures.

### **Check List for Parents and Carers**

Exeter Golf & Country Club welcomes questions about its activities and the safety of its environment. Here is a list of suggested areas you should check out:

- Are the staff volunteers suitable to work with children? All staff and volunteers should go through a proper recruitment process that includes interviews, references and, where appropriate, police checks.
- Is there a written code of behaviour? All organisations should have a written code of behaviour that outlines good practice when working with children. An environment that allows oppressive behaviour such as bullying, shouting racism, sexism or taunts about disability is not acceptable.
- How does Exeter Golf & Country Club manage staff and volunteers? There should be methods for ensuring staff and volunteers understand their duties to children.
- Does the organisation offer training to staff and volunteers? Apart from skills training, all workers should have training in child protection and health and safety.
- How can children and their parents or carers voice their concerns? Exeter Golf & Country Club will tell you who to see and what to do if you or your child has any worries. (See Procedures and Contacts)
- Does Exeter Golf & Country Club have a health and safety policy? Find out who the first aiders are and the location of the first aid boxes.
- What are the arrangements when children go on tours or to competitions or events? You should be informed of the arrangements – including transport to and from – for every outgoing no matter how long or short and your written consent should be required.

### **Codes of Conduct**

#### **A- Contact with Children**

In order to provide children with the safest possible environment and to ensure the best protection for staff and volunteers, you should avoid:

- Spending excessive amounts of time alone with children, away from others
- Taking children alone in your car and in car journeys, however short

- Taking children to your home

When such situations are unavoidable, they should occur with full knowledge and consent of someone in charge of organising the event and/or the child's parents.

### **B – Relationships with Children**

Staff and volunteers should NEVER:

- Engage in rough physical games including horse-play
- Engage in sexual proactive games
- Allow or engage in inappropriate touching of any form
- Allow children to use inappropriate language unchallenged
- Make sexual suggestive comments about or to a child, even in fun
- Let allegations made by a child be ignored or to go unrecorded
- Do things of a personal nature for children that they can do themselves

### **C – Restraint**

Restraints is where a child is being held, moved or prevented from moving, against their will because not to do so would result in injury to themselves or others or would cause significant damage to property.

Restraints must always be used as a last resort, when all other methods of controlling a situation have been tried and failed. Restraint should never be used as a punishment or to bring about compliance (except where there is a risk of injury).

Only staff or volunteers who are properly trained in restraint techniques should be involved. A young person should be restrained for the shortest period necessary to bring the situation under control.

### **D – Intimate Care**

It may sometimes be necessary for your staff and volunteers to do things of a personal nature for children, particularly if they are young or disabled. These tasks should only be carried out with the full understanding and consent of parents. In an emergency situation that requires this type of help, parents should be fully informed as soon as reasonably possible.

### **E – Physical Contact**

Many sports, by their nature require a degree of physical contact between adults and young people. Physical contact can be used appropriately to instruct, encourage, protect or confirm. The aims of guidelines relating to physical contact are to indicate to adults and children/young people the appropriate situations and contexts for touching. Physical contact between adults and children/young people should only be used when the aim is to:

- Develop sport skill or techniques
- Treat an injury
- Prevent an injury
- Meet the requirements of the particular sport

Physical contact should:

- Not involve touching genital areas, buttocks or breasts
- Meet the need of the child/young person and, with the exception of an emergency, permission should be sought
- Not to take place in secret or out of sight of others

Records of injuries should be fully recorded.

### **F – Substance Abuse**

The use of drugs, alcohol and tobacco should be actively discouraged as being incompatible with a healthy approach to sport. Activities for younger individuals and teams should be organised in a non-alcoholic environment. Sports activity leaders should promote fair competition through the development of sound training and practice and discourage the use of any substance that is perceived to offer short cuts to improved performance or to by-pass the commitment and hard work required to achieve success.

### **G – Physiological Stress, Burnout or Dropout of Children Involved in Sport**

Burnout may be defined as a condition resulting from an activity that was once source of fun and personal satisfaction, but later become associated with progressive physical and psychological distress. Burnout itself may result from a combination of the number of hours involved in physical training with high expectations and pressure from sports leaders and parents/guardians. The result may be that the child no longer has fun and may wish to drop out of the sport. Within a sporting context the following practices are not appropriate:

- Pressuring a child to perform at a level which is beyond their capacity – based on their age or maturity
- Over training or making demands that will lead to burnout
- Knowingly permitting a child with an injury to participate in sports activity
- Failing to take adequate precautions to protect a child from environmental hazards

### **H – Bullying**

Bullying will not be accepted or condoned. All forms of bullying will be addressed. Bullying can include:

- Physical pushing, kicking, hitting, pinching etc.
- Name-calling, sarcasm, rumour spreading, persistent teasing and emotional torment through ridicule, humiliation and the continual ignoring of individuals
- Racial taunts, graffiti, gestures
- Sexual comments and/or suggestions
- Unwanted physical contact

Anti – bullying policies:

- Everybody has the responsibility to work together to stop bullying
- Children should be supported and encouraged to take a role in stopping bullying in the Club
- Policy and practice should be reviewed regularly in the light of changing needs and attitudes adopted by other agencies
- Anyone that reports an incident of bullying will be listened to carefully and will be

supported whether it is the child being bullied, the child who is bullying or a third party

- Any reported bullying will be investigated objectively. This will entail listening carefully to all those involved
- Children being bullied will be supported and assistance given to uphold their right to learn, develop and play in a safe environment that allows them to reach their potential
- Incidents of bullying will be discussed with the child's parents or carer
- Parental advice on action will be sought and agreements reached on the action to be taken when a child's bullying behaviour is not responded to approaches from within the Club

Support should be offered to parent(s) or carer(s) including information on other agencies and support lines.

### **I – Child Protection Online**

Recent technological developments have meant that the Club has to be aware of the risks posed directly and indirectly to children and young people through the use of images on the Club's website and in other publications. Photographs can be used as a means of identifying children when they are accompanied with personal information or contact can be used to adapt inappropriately.

#### **Club rules regarding website imagery:**

- If the athlete is named, avoid using photograph
- If a photograph is used, avoid naming the athlete
- The Club will ask the athlete's permission to use their images and obtain their consent as to the way it is to be used
- The Club will ask for parental permission to use an image of a young person and ensure they are aware of the way it is to be used
- The Club will only use images of the athletes in suitable dress to reduce the risk of inappropriate use
- The Club will use child protection procedures for reporting the use of an inappropriate image to reduce the risks to athletes

### **J – Use of Photographic Filming at Club Events**

Occasionally the Club will commission professional photographs or invite the press to certain activities. In such instances the Club will:

- Provide a clear brief about what is considered appropriate in terms of context and behaviour
- Issue the photographer with identification that must be worn at all times
- Inform athletes and parents that a photographer will be in attendance at an event and ensure they consent to both the taking and publication of films or photographs
- Not allow unsupervised access to athletes nor one-to-one sessions at events
- If parents or other spectators are intending to photograph or video at an event, they should also be aware of Club's expectations
- Athletes and parents will be informed that if they have concerns, they can report them

to the organiser

- Concerns regarding inappropriate or instructive photography will be reported to the event organiser or official and recorded in the same manner as any other child protecting concern

### **Videoing as a Coaching Aid**

There is no intention to prevent Club coaches and teachers using video equipment as a legitimate coaching aid. However, performers and their parents/carers should be made aware that this is part of the coaching programme and their consent obtained, and such films should be stored safely.

### **Recruitment and Training of Staff and Volunteers**

Exeter Golf and Country Club recognises that anyone may have the potential to abuse children in some way and all reasonable steps are taken to ensure unsuitable people are prevented from working with children. Pre-selection checks must include the following:

- All staff / volunteers should complete an application form prior to work. The application form will elicit information about applicants past and a self disclosure about any criminal record.
- Consent will be obtained from the applicant to seek information from the Disclosure and Barring Service.

### **Interview and Inductions**

All employees and volunteers will be required to undergo an interview carried out to acceptable protocol and recommendations. All employees and volunteers should receive an induction, during which:

- A check should be made that the application form has been completed in full (including sections on criminal records and self-disclosures).
- Their qualifications should be substantiated.
- The job requirements and responsibilities should be clarified.
- Child protection procedures are explained and training needs are identified.
- They should sign up to the organisations' Code of Ethics, Conduct and Child Protection Policy.

### **Good Practice Guidelines**

All personnel should be encouraged to demonstrate exemplary behaviour in order to promote children's welfare and reduce the likelihood of allegation being made. The following are common sense examples of how to create a positive culture and climate.

#### **Good practice means:**

- Always working in an open environment (e.g. avoiding private or unobserved situations and encouraging open communication with no secrets).
- Treating all young people/disabled adults equally, and with respect for dignity.
- Always putting the welfare of each young person first, before winning or achieving goals.
- Maintaining a safe and appropriate distance with players (e.g. it is not appropriate for staff or volunteers to have an intimate relationship with a child or to share a room with

them).

- Building balanced relationships based on mutual trust which empowers children to share in the decision-making process.
- Making sport fun, enjoyable and promoting fair play.
- Ensuring that if any form of manual/physical support is required, it should be provided openly and according to guidelines provided by the Coach Education Programme. Care needed, as it is difficult to maintain hand positions when the child is constantly moving. Young people and their parents should always be consulted and their agreement gained.
- Keeping up to date with technical skills, qualifications and insurance in sport.
- Involving parents/carers wherever possible. For example, encouraging them to take responsibility for their children in changing rooms. If groups have to be supervised in the changing rooms, always ensure parents, teachers, coaches or officials work in pairs.
- Ensuring that if mixed teams are taken away, they should always be accompanied by a male and female member of staff. However, remember that same gender abuse can also occur.
- Ensuring that at tournaments or residential events, adults should not enter children's rooms or invite children into their rooms.
- Being an excellent role model – this includes not smoking or drinking alcohol in the company of young people.
- Giving enthusiastic and constructive feedback rather than negative criticism.
- Recognising the developmental needs and capacity of young people and disabled adults – avoiding excessive training or competition and not pushing them against their will.
- Secure parental consent in writing to act in *loco parentis*, if the need arises to administer emergency first aid and/or other medical treatment.
- Keeping a written record of any injury that occurs, along with the details of any treatment given.
- Requesting written parental consent if Club officials are required to transport young people in their cars.

### **Practices to be Avoided**

The following should be avoided except in emergencies. If cases arise where these situations are unavoidable it should be with the full knowledge and consent of someone in charge in the Club or the child's parents. For example, a child sustains an injury and needs to go to hospital, or a parent fails to arrive to pick a child up at the end of the session:

- Avoid spending time alone with children away from others
- Avoid taking or dropping off a child to an event or activity

### **Incidents that Must be Reported/Recorded**

If any of the following occur you should report this immediately to the appropriate officer and record the incident. You should also ensure the parents of the child are informed:

- If you accidentally hurt a player

- If he/she seems distressed in any manner
- If a player appears to be sexually aroused by your actions
- If a player misunderstands or misinterprets something you have done

## **Staff Rules**

### **You must:**

- Treat all children and young people with respect
- Provide an example of good conduct you wish others to follow
- Ensure that whenever possible there is more than one adult present during activities with children and young people, or at least you are in sight or hearing of others
- Respect young people's right to personal privacy and encourage young people and adults to feel comfortable and caring enough to point out attitudes or behaviour they do not like
- Remember someone else might misinterpret your actions no matter how well intentioned
- Be aware of physical contact with a child or a young person may be misinterpreted
- Recognise that special caution is required when discussing sensitive issues with children or young people
- Challenge unacceptable behaviour and report all allegations or suspicions of abuse

### **You must NOT:**

- Have inappropriate physical or verbal contact with children or young people
- Allow yourself to be drawn into inappropriate attention-seeking behaviour or make suggestive or derogatory remarks or gestures in front of children or young people
- Jump to conclusions about others without checking facts
- Either exaggerate or trivialize child abuse issues
- Show favouritism to any individual
- Believe 'it could never happen to me'
- Take a change when common sense (policy or practice) suggests another more prudent approach
- You should give guideline and support to inexperienced helpers

## **Supervision of Children**

Making arrangements for the proper supervision of children is one of the most effective ways of minimising the chance of children suffering harm of any kind whilst in our care.

## **Planned Activities**

Organisations of journeys or visits outside the Club should plan and prepare a detailed programme of activities for the children who are to be involved in the event. All children should be adequately supervised and engaged in suitable activities at all times. In circumstances when planned activities are disrupted, e.g. due to weather conditions, organisers should have a number of alternative activities planned subject to availability of

space/time etc. Organisations should obtain, in writing, parental consent to children joining an organised trip.

### **Supervision of Children**

Leaders in charge must be satisfied that those workers and adults who accompany group parties are fully competent to do so. Children must be supervised at all times, preferably by two or more adults.

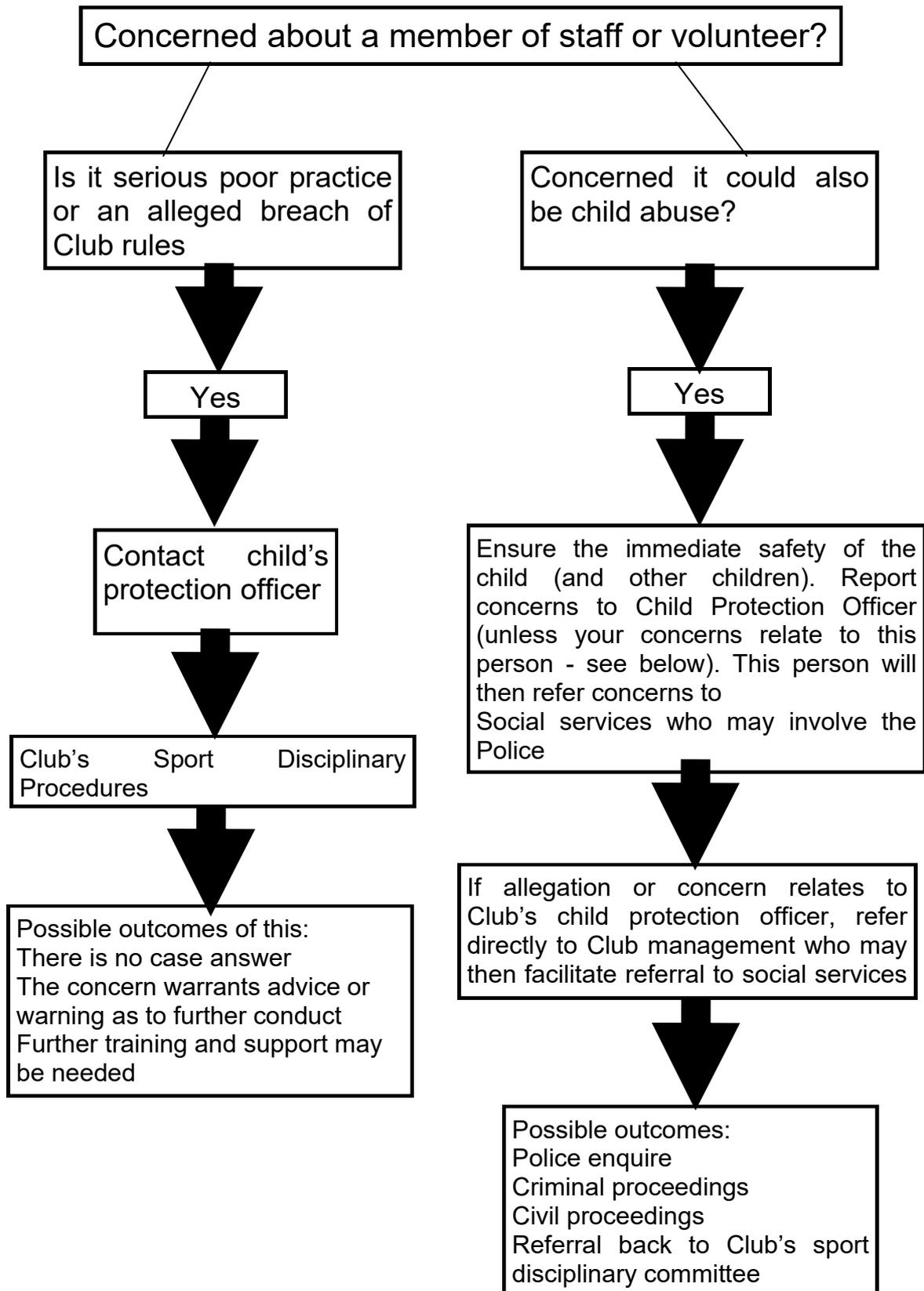
Children must not be left unsupervised at any venue whether indoors or out. Workers should know at all times where children are and what they are doing. Any activity using potentially dangerous equipment should have constant adult supervision. Dangerous behaviour by children should not be allowed.

### **Child protection procedures - respond to a child making an allegation of abuse**

- Stay calm
- Listen carefully to what is said
- Find an appropriate opportunity to explain it is likely that any information will need to be shared with others – **do not promise to keep secrets**
- Allow the child to continue at his/her pace
- Ask questions for clarification only, and at all times avoid asking questions that suggest a particular answer
- Reassure the child that they have done the right thing in telling you
- Tell them what you will do next and with whom the information will be shared
- Record in writing what was said using the child's own words as soon as possible – note date, time, any names mentioned, to whom information was given and ensure record is signed and dated by child protection officer (see incident form)

It is important that all staff members are aware that the person who first encounters a case of alleged or suspected abuse is not responsible for deciding whether or not the abuse has occurred. That is a task for the professional child protection agencies following a referral to them of concern about a child.

Child Protection Flow Procedures Chart



### Information for Social Services or the Police About Suspected Abuse

To ensure that this information is as helpful as possible, a detailed record should always be made at the time of the disclosure/concern, which should include the following:

- The child's name, age and date of birth of the child.
- The child's home address and telephone number.
- Whether or not the person making the report is expressing their own concerns or those of someone else.
- The nature of the allegation. Include dates, times, any special factors and other relevant information.
- Make a clear distinction between what is fact, opinion or hearsay.
- A description of any visible bruising or other injuries. Also any indirect signs, such as behavioural changes.
- Details of witnesses to the incidents.
- The child's account, if it can be given, of what has happened and how any bruising or other injuries occurred.
- Have the parents been contacted?
- If so what has been said?
- Has anyone else been consulted? If so record details.
- If the child was not the person who reported the incident, has the child been spoken to? If so what was said?
- Has anyone been alleged to be the abuser? Record details.
- Where possible referral to the police or social services should be confirmed in writing within 24 hours and the name of the contact who took the referral should be recorded.

All members of staff should be aware of the details of the person who should be informed about a child being abused or in this person's absence the next person.

Name: James Temple  
Job title: Head of Rackets  
Address: c/o Exeter golf and Country Club, Wear Park, Countess Wear, Exeter, Devon EX2 7AE  
Tel. No: 01392 874139 ext. 234  
E-mail: [james.temple@exetergcc.co.uk](mailto:james.temple@exetergcc.co.uk)  
If James is unavailable  
Name: Chris Jones  
Job Title: General Manager  
Address: As above  
Tel. No: 01392 874139 ext. 222  
E-mail: [chris.jones@exetergcc.co.uk](mailto:chris.jones@exetergcc.co.uk)  
Appropriate contacts outside Exeter Golf and Country Club:  
Exeter Social Services 01392 384444  
Exeter Police Check: 01392 452675  
NSPCC helpline: 0808 800 500  
Disclosure and Barring Service: PO Box 110, Liverpool, Merseyside, L69 3JD  
Helpline: 08709090811

## Family Friendly Policies

### 28. Maternity Pay & Leave Policy

<https://www.gov.uk/maternity-pay-leave>

Plan your maternity leave: <https://www.gov.uk/plan-maternity-leave>

**This policy gives general guidance only following the amendments to legislation made by the Work and Families Act 2006. It is not an authoritative statement of law and cannot cover every point and situation.**

It is the policy of the Club to ensure that as far as possible you are able to combine your career and family responsibility. We recognise that parenthood brings additional responsibilities. Therefore we have set out our policies for complying with this and allowing you your full rights. The following sets out the policy in relation to Maternity Leave and Pay and is in line with the Work and Families Act 2006. We recognise that information about Maternity rights can be full of new and potentially confusing terms so we have chosen to highlight some of these abbreviations in this introduction to hopefully make the policy clearer to read.

<b>OML</b>	Ordinary Maternity Leave
<b>AML</b>	Additional Maternity Leave
<b>EWC</b>	Expected Week of Confinement; the week that your midwife has advised you that you are likely to have your baby
<b>SMP</b>	Statutory Maternity Pay: the pay that we will pay you on behalf of the state at the time that you would normally receive your wage

**15th week before the expected week of childbirth** (a term used a lot in this policy); take the week that you expect to have your baby and count 15 weeks back.

**MATB1:** this is the certificate given to you by your GP or midwife. It will state when you are expected to give birth.

**Compulsory maternity leave period:** the 2 weeks immediately after having your baby.

**KIT Days:** "Keeping in Touch" days allow mothers to go into work and stay in touch with developments and training there, without bringing maternity leave to an end or affecting SMP.

#### **Maternity Leave**

You will be entitled to take 26 weeks of 'ordinary maternity leave' and 26 weeks of 'additional maternity leave', making one year in total. You can choose to start your maternity leave at any time after the start of the 11th week before the week in which your child is due, unless:

- you are ill for a reason related to your pregnancy at any time after the start of the 4th week before your child is due in which case your maternity leave will automatically start on the first day of your absence; or
- your child arrives unexpectedly early and before you have started maternity leave in which case your maternity leave will start on the day that your child is born.

#### **Notification Requirements**

By the end of the 15th week before the expected week of the birth of your child (or, if that is not reasonably practicable, as soon as possible thereafter) you must give notice to your Manager of the following:

- that you are pregnant;

- the week your baby is expected to be born (note that for these purposes a week begins on a Sunday). You should enclose a Form MAT B1 signed by your GP or midwife with your notice; and
- the date when you intend starting your maternity leave.

If you wish to change the intended start date of your maternity leave you must notify your Manager at least 28 days before the proposed new start date or, if that is not reasonably practicable, as soon as possible in the 28 days before the proposed new start date.

### **Maternity Pay**

If you have worked for the Club for **more** than 26 weeks at the beginning of the 15th week before the EWC you became pregnant and your normal weekly earnings are not less than the lower earnings limit applying to National Insurance contributions, you will be entitled to receive SMP whether or not you intend to return to work. If you do not qualify for SMP you may be able to claim state maternity allowance. SMP is paid for up to 39 weeks. You will receive 90 percent of your average earnings for the first six weeks and then the applicable statutory flat rate for the following 33 weeks (unless the 90 percent rate is less than the applicable flat rate in which case you will receive this lower rate for the whole of this 33 week period). You will be given a statement of your exact entitlement when you start your maternity leave. Your SMP will be paid into your bank account on the same date that you would have received your salary, and will be subject to the usual deductions for tax, National Insurance and pension contributions. To claim SMP you must notify in writing your Manager of your absence on maternity grounds 28 days before you are due to receive your first payment or, if that is not reasonably practicable, as soon as possible in the 28 days before you are due to receive your first payment.

### **Contractual Benefits**

During your maternity leave you will normally receive all of the contractual benefits of the terms and conditions of your employment, except salary. You will receive a statement setting out which of your benefits will continue when you start your maternity leave.

### **Keeping in Touch**

You are asked to keep the Club informed of any matters deemed relevant to your employment. The Club may make reasonable contact with you during your maternity leave. You can work up to ten days during your maternity leave without losing maternity pay or bringing your leave to an end. The days are referred to as 'keeping in touch days' and can only be taken if both the Club and you agree.

### **Holidays**

During your period of absence on maternity leave you will continue to be entitled to accrue your paid holidays in the usual way. You have the right to take any holidays at the end of the maternity period.

### **Health & Safety**

Please notify your Manager as soon as you are aware that you may be pregnant so that the Club can, if necessary, carry out a risk assessment and fulfil its other Health & Safety obligations towards you and your unborn child. Where a health risk has been identified, arrangements will be made to alter your working conditions or, if this is not possible, you will be offered a suitable alternative job for the duration of your pregnancy. If there is no alternative work, the Club reserves the right to suspend you on full pay until you are no longer at risk. These alternative arrangements may continue after the birth of your child if you are still considered to be at risk. If you have any concerns about your own Health &

Safety at any time you should consult your Manager immediately. If you are breastfeeding your child and feel that your safety in doing so may be affected in any way by your employment you should advise the Club so that suitable precautions and action can be taken.

### **Compulsory Leave**

You are prohibited from working for a period of two weeks [four if in a factory environment] commencing with the day on which your child is born. This is a compulsory legal obligation intended to benefit both you and your new child.

### **Returning to Work**

The Club will, within 28 days of receiving your notification of intended absence, respond to you in writing setting out your expected date of return. If you intend returning to work at the end of your maternity leave you are not required to give any further notification to the Club. If you wish to return to work before the end of your maternity leave period, then you must inform the Club of your intention to do so at least 56 days before you intend to return. Failure to give this notice in either circumstance may result in the Club postponing your return to work.

**Ordinary maternity leave:** You will have the right to return to work in the same job that you left before you started your maternity leave as there would have been had you not been absent.

**Additional maternity leave:** You will have the right to return to the same job you left before your absence, or, if it is not reasonably practicable to permit you to return to that job, to another job which is both suitable for you and appropriate for you to do in the circumstances. You will have the right to return on terms and conditions as to remuneration no less favourable than those which would have been applicable to you had you not been absent from work at any time since the start of the ordinary maternity leave period which preceded your additional maternity leave period. It may be possible for you to return to work on a part-time or job-share basis. This will depend upon a number of considerations including your grade and position before you started your maternity leave. If you want to request a variation to your Contract of Employment to create more flexibility in relation to your hours, the times you work or your place of work you should ask your Manager for an application form, under the Flexible Working Policy. If you decide not to return to work after all then we would ask you to notify your Manager of your decision immediately. If you cannot return to work because you are ill you should notify your Manager at the earliest opportunity.

### **Combining Maternity Leave and Parental Leave**

Your right to take parental leave is not affected by your right to maternity leave. If you satisfy the conditions for each right, then you may take a combination of parental leave and maternity leave.

### **Redundancy/ Work Stoppages**

If your job becomes redundant during the course of your maternity leave, we will offer you any other suitable alternative work that becomes available. You will have the right to be considered for such work, even though you are on maternity leave. The offer will be made before your previous employment ends and the new employment will commence immediately. It must involve suitable work and the terms and conditions will not be less favourable than the old contract. If there is no work available, then you will be made redundant, and receive redundancy pay in line with your statutory entitlement. If industrial action or any other interruption of work makes it unreasonable for you to return to work on the

date which you have specified, you may, instead, return when work resumes.

### **Maternity and Sick Leave**

Maternity leave is not sick leave, and will not be taken into account when calculating annual sick leave. If you are unable to return to work at the end of your maternity leave period due to illness, you will be treated as if you were on sick leave, and will therefore be entitled to sick pay. If in the early months of pregnancy, you are advised by an approved medical practitioner to absent yourself from work because of the risk of rubella, you will be entitled to leave with full pay.

### **Further Information**

Having read this policy, if you have any questions or are unsure of anything related to your pregnancy and work, you should speak to your Head of Department or Senior Club Manager who will aim to clarify any points for you.

## **29. Paternity Pay & Leave**

<https://www.gov.uk/paternity-pay-leave>

Prospective fathers and partners will be able to take unpaid time off to attend up to two ante-natal appointments (up to a maximum of six and a half hours for each appointment).

### **Ordinary Paternity Leave Entitlement**

An employee whose wife, civil partner or partner gives birth to a child, or who is the biological father of the child, is entitled to two weeks' ordinary paid paternity leave, provided that he or she has 26 weeks' continuous service by the end of the 15th week before the week in which the child is expected. Ordinary paternity leave is granted in addition to annual holiday entitlement.

Ordinary paternity leave is also available to an employee whose spouse, civil partner or partner adopts a child, or where the employee is one of a couple jointly adopting a child, provided that he or she has 26 weeks' continuous service by the end of the week in which notification of the match occurs.

To qualify for ordinary paternity leave, you must also have, or expect to have, responsibility for the upbringing of the child and be making the request to help care for the child or to support the child's mother. You must give us written evidence of your entitlement by the end of the 15th week before the expected week of childbirth (or no more than seven days after the adoption agency notified you of being matched with a child), or as soon as you reasonably can.

Ordinary paternity leave must be taken in blocks of one week or two consecutive weeks within 12 months of the birth or adoption of the child. If you are eligible to receive it, pay during ordinary paternity leave will be at the flat rate of statutory paternity pay, or at a rate equivalent to 90% of your average weekly earnings, if this figure is less than the statutory paternity pay.

You must give Exeter Golf & Country Club 4 weeks' written notice of each ordinary paternity leave time off you wish to take, the length of leave and the date on which you wish your leave to commence. In an adoption situation, no later than seven days after the adopter is informed of the match, you must inform your manager in writing of the date notification of the adoption occurred, the date on which the child is expected to be placed for adoption, the length of ordinary paternity leave you wish to take and the date on which you wish your leave to commence. If you subsequently wish to change the timing of your ordinary paternity leave, you must give 28 days' written notice of the new dates. You must also, if so requested, complete and sign a self-certificate declaring that you are entitled to ordinary paternity leave. You will still be able to take paternity leave on your chosen dates if your child dies or is stillborn, if an adoption placement is ended, or (in surrogacy cases) if a parental order is not sought within six months of birth or an application for a parental order is refused. If you wish to vary the dates you have chosen for your paternity leave period, please speak to your manager. If you have not already notified us of your chosen dates before one of these events occurs, you may still choose to take paternity leave, but it must be taken within the next eight weeks. You may also be entitled to take parental bereavement leave.

### **Rights During Paternity Leave**

During the paternity leave period you will continue to be entitled to the benefit of all of the terms and conditions of your employment except those relating to salary. There is a separate

and distinct entitlement to be paid during the leave period. You will continue to be bound by those duties arising under your Contract of Employment which are not inconsistent with your right to be absent from work on paternity leave (e.g. the duties of confidentiality and good faith which you owe to Exeter Golf & Country Club).

### **The Right to Return After Paternity Leave**

Following paternity leave you will have the right to return to the job you were doing before taking the leave, and to the same conditions. You will not be subjected to any detriment or dismissal because you have taken, or sought to take, paternity leave.

### **Paternity Leave and Adoption**

If you are adopting a child, you may take paternity leave, whether you are a man or a woman, provided you are not the primary carer and, therefore, provided you have not elected to take adoption leave.

To be eligible to take leave in these circumstances you must:

- have, or be expected to have, responsibility for the child's upbringing;
- be either married to, or the partner of, the child's adopter;
- have 26 weeks' continuous employment ending with the week in which the adopter is notified of having been matched with the child; and
- not be taking adoption leave in respect of the child.

You may also be required, if your Manager requests it, to provide a declaration that you satisfy the eligibility requirements for taking paternity leave. In such a case you will receive a form which you will be required to sign and return to your Manager.

You may take paternity leave from the date the child is placed for adoption up until 52 weeks after that date. You will remain entitled to take paternity leave should the placement be terminated due to the child's death or otherwise.

You must give to your Manager notice of your intention to take paternity leave within 7 days of being notified of having been matched with the child, or, if this is not reasonably practicable, as soon as is reasonably practicable. If, after providing this notice, you change your mind as to the commencement date or the amount of leave you must provide at least 28 days' notice of this change or, if this is not reasonably practicable, as soon as is reasonably practicable.

\*Your right to take parental leave is not affected by your right to paternity leave. If you satisfy the conditions for each right then you may take a combination of parental leave and paternity leave.

## **30. Adoption Pay and Leave**

<https://www.gov.uk/adoption-pay-leave>

Plan your adoption leave: <https://www.gov.uk/plan-adoption-leave>

This policy gives general guidance only following the amendments to legislation made by the Work and Families Act 2006. It is not an authoritative statement of law and cannot cover every point and situation. We value the contributions of our staff and every effort is made to support individuals and couples where the decision to adopt has been made. This policy sets out the entitlements for employees when adoption takes place.

You will be entitled to take 26 weeks' ordinary adoption leave provided:

- you have been matched with the child for adoption;
- you have notified the agency that you agree that the child should be placed with you and you have agreed on the date of placement.

This period of leave may be paid, subject to the eligibility requirements set out in the Statutory Adoption Pay clause of this Policy.

### **Additional Adoption Leave**

At the end of your period of ordinary adoption leave you are entitled to take 26 weeks' additional adoption leave. This period of additional leave will begin immediately after your ordinary leave and will make your total leave period a maximum of 52 weeks.

### **Starting Ordinary Adoption Leave**

You may choose to begin your ordinary adoption leave on the date on which the child is placed with you for adoption, or up to 14 days before that date.

### **Notification Requirements**

You should inform your Manager that you will be taking adoption leave when you are approved for adoption.

You should notify your Manager of your intention to take adoption leave within 7 days of being matched with a child, or as soon as reasonably practicable thereafter. You should also provide your Manager with the matching certificate within one week of issue. You must give your Manager 28 days' notice of when you wish your adoption leave to start, unless this is not reasonably practicable. If it is not reasonably practicable to give 28 days' notice leave will start on the date the child is placed for adoption.

### **Statutory Adoption Pay**

**Eligibility for statutory adoption pay (SAP):** To be eligible for SAP you must:

- have been continuously employed for at least 26 weeks ending with the matching week;
- earn on average at least the Lower Earnings Limit for National Insurance calculated over the 8 weeks prior to the matching week;
- be absent from work due to adoption leave; and
- have elected to receive SAP (which is only possible if you have not elected to receive statutory paternity pay). If you are in doubt about whether you qualify you should contact your Manager.

SAP is payable for a maximum of 39 weeks. You will receive 90 percent of your average earnings for the first six weeks and then the applicable statutory flat rate for the following 33 weeks (unless the 90 percent rate is less than the applicable flat rate in which case you will receive this lower rate for the whole of this 33 week period). You will be given a statement of your exact entitlement when you start your adoption leave. Your SAP will be paid into your bank account on the same date that you would have received your salary, and will be subject to the usual deductions for tax, National Insurance and pension contributions.

To claim SAP you must give 28 days' notice in writing prior to receiving your first payment or, if that is not reasonably practicable, as soon as possible thereafter. This must be accompanied by notice of the expected date of placement.

### **Contractual Benefits**

If you are taking ordinary adoption leave, your Contract of Employment will continue and you will usually receive the benefit of the usual terms and conditions of your employment, except salary. You will receive a statement setting out which of your benefits will continue when you start your adoption leave.

### **Holidays**

During your period of absence on ordinary adoption leave you will continue to accrue your statutory and Club holiday entitlement in the usual way.

### **Keeping in Touch**

You are asked to keep the Club informed of any matters deemed relevant to your employment.

The Club may make reasonable contact with you during your adoption leave.

You can work up to ten days during your adoption leave without losing statutory entitlement to adoption pay or bringing your leave to an end. The days are referred to as 'keeping in touch days' and can only be taken if both the Club and you agree.

### **Returning to Work**

The Club will, within 28 days of receiving your notification of intended absence, respond to you in writing setting out your expected date of return. If you intend returning to work at the end of your adoption leave you are not required to give any further notification to your Manager. If you wish to return to work before the end of the ordinary adoption leave period or the additional adoption leave period, then you must give at least 8 weeks' notice of the return date. Failure to give this notice may result in the Club postponing your return to work.

**Ordinary adoption leave:** You will have the right to return to work in the same job that you left before you started your adoption leave as if you had not been absent.

**Additional adoption leave:** You will have the right to return to the same job you left before your absence, or, if it is not reasonably practicable to permit you to return to that job, to another job which is both suitable for you and appropriate for you to do in the circumstances. You will have the right to return on terms and conditions as to remuneration no less favourable than those which would have been applicable to you had you not been absent from work at any time since the start of the ordinary adoption leave period which preceded your additional adoption leave period. It may be possible for you to return to work on a part-time or job-share basis. This will depend upon a number of considerations including your grade and position before you started your adoption leave. If you want to request a variation

to your Contract of Employment to create more flexibility in relation to your hours, the times you work or your place of work you should ask your Manager for an application form. If you decide not to return to work you should notify your Manager of your decision immediately. If you cannot return to work because you are ill you should notify your Manager who will advise you how much, if any, sick leave you are entitled to.

## **31. Parental Leave and Shared Parental Leave**

### **Parental Leave**

A comprehensive government link to parental leave <https://www.gov.uk/parental-leave>

This policy gives general guidance only. It is not an authoritative statement of law and cannot cover every point and situation. It is the policy of the Club to ensure that as far as possible you are able to combine your career and family responsibility. We recognise that parenthood brings additional responsibilities. Therefore we have set out our policies for complying with this and allowing you your full rights. The following sets out the policy in relation to parental leave. You may be entitled to up to 18 weeks' parental leave per child if you meet the following conditions:

- you are the parent of a child who is under 18 years of age; or
- you have acquired formal parental responsibility for a child who is under 18 years of age; or
- you have adopted a child under the age of 18 years of age; and
- you have 1 year's continuous service with the Club at the beginning of the requested leave period

You may be entitled to up to 18 weeks' parental leave per child if you meet the following conditions (leave entitlement may be taken up to the child's 18<sup>th</sup> birthday and can be taken in blocks of a day):

- disability living allowance has been awarded in respect of the child; and
- you have 1 year's continuous service with the Club at the beginning of the requested leave period

Qualifying employees will be entitled to a maximum leave of 18 weeks. During any period of parental leave you will remain employed and certain terms of your employment will remain in force, namely the benefit of the Club's implied obligation of trust and confidence to you and terms and conditions of your employment relating to:

- Notice of termination
- Compensation in the event of redundancy

### **Disciplinary or Grievance Procedures**

You will remain bound by your obligation to the Club of good faith and terms and conditions of your employment relating to:

- notice of termination
- disclosure of confidential information
- restrictive covenants
- acceptance of gifts or other benefits
- employment with third parties

You will not receive pay during any period of parental leave.

### **Return from Leave**

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

### **Conditions of Leave**

The Club has adopted the default scheme for the taking of unpaid parental leave and the following conditions apply:

- You may not exercise any entitlement to parental leave unless you have complied with any request made by the Club to produce evidence of your entitlement (e.g. your responsibility or expected responsibility for the child in question; the child's date of birth or date on which placement for adoption began; where you are exercising a right in relation to a disabled child, details of the child's entitlement to a disability living allowance).
- You must give proper notice of the period of leave which you propose to take. This notice must be given to the Club at least 21 days before leave starts and must specify the date on which the period of leave is to begin and end.
- Where you are the father of the child in question and the period of leave is to begin when the child is born, you should give notice which specifies the expected week of childbirth and the duration of the period of leave and must give this notice at least 21 days before the expected week of childbirth.
- Where the child in question is to be placed with you for adoption, your notice must be given to the Club at least 21 days before the beginning of that week or as soon as is reasonably practicable and must specify the week in which the placement is expected to occur and the duration of the period of leave.
- The Club may postpone a period of parental leave where notice has been given (other than in circumstances immediately after childbirth or immediately after placement for adoption) where the Club considers that its business would be unduly disrupted if you took leave during the period requested. In such a case, the Club will allow you to take a period of leave for the same period as identified in your notice which begins on a date determined by the Club after consulting you, which will be no later than six months after the commencement of that period.
- The Club will give you notice in writing of the postponement stating the reason for it and specifying the dates on which the period of leave, which the Club agrees you may take, will begin and end. That notice will be given to you no more than seven days after your notice was given to the Club.
- You may not take parental leave in periods of less than one week, except in relation to a child who is disabled.
- You may not take more than four weeks' leave in respect of any individual child during a particular year.

### **Previous Employment**

Periods of leave taken with a previous employer will be taken into account when calculating your total entitlement to Parental Leave.

## **Shared Parental Leave**

<https://www.gov.uk/shared-parental-leave-and-pay/overview>

Exeter Golf & Country Club follows the statutory policy for shared parental leave, the main details of which are set out below.

**Frequently Used Terms** The definitions in this paragraph apply in this policy.

**Expected week of childbirth (EWC):** the week, beginning on a Sunday, in which the doctor or midwife expects your child to be born.

**Parent:** One of two people who will share the main responsibility for the child's upbringing (and who may be either the mother, the father, or the mother's partner if not the father).

**Partner:** spouse, civil partner or someone living with another person in an enduring family relationship, but not a sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.

**Qualifying Week:** the fifteenth week before the expected week of childbirth.

### **What is Shared Parental Leave?**

Shared parental leave allows new parents to take up to 52 weeks' leave in total on the birth of a child. Up to 39 weeks of this is paid at the statutory rate. They may be able to take this leave at the same time as each other or at different times to each other.

Eligible employees may choose to take shared parental leave instead of maternity, paternity or adoption leave (but there is no obligation to).

### **Eligibility**

This policy applies to employees whose baby is due on or after 5 April 2015 or who have a child placed with them for adoption on or after that date. Please note that it is the due date of the child which is relevant for the purposes of establishing eligibility and not the date when the child is actually born. You are eligible to take shared parental leave if you fulfil one of the following conditions:

- you are the child's mother, and share the main responsibility for the care of the child with the child's father (or your partner, if the father is not your partner); or
- you are the child's father and share the main responsibility for the care of the child with the child's mother; or
- you are the mother's partner and share the main responsibility for the care of the child with the mother (where the child's father does not share the main responsibility with the mother).

In addition, you must fulfil all of the following conditions:

The child whom you are taking the leave in respect of must be due on or after 5 April 2015. Please note that it is the due date of the child which is relevant for the purposes of establishing eligibility and not the date when the child is actually born:

- you must have at least 26 weeks' continuous employment with us by the end of the Qualifying Week

- you must still be employed by Exeter Golf & Country Club in the week before the leave is to be taken
- you must meet statutory minimum earning thresholds
- The other parent must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the EWC and meet statutory minimum earning thresholds
- You and the other parent must give the minimum notice requirements (see below)

### **The Connection Between Shared Parental Leave, Maternity Leave, Paternity Leave and Adoption Leave**

The total amount of SPL available is 52 weeks, less the weeks spent by the child's mother on maternity leave (or the weeks in which the mother has been in receipt of SMP or MA if she is not entitled to maternity leave). SPL is additional to the statutory right to two weeks' paternity leave. An employee who intends to take paternity leave must take it in the first 8 weeks after childbirth otherwise it will be lost. An employee will lose any untaken paternity leave entitlement as soon as they have started a period of SPL. Therefore it is usually advisable for an employee to take paternity leave first rather than going straight onto SPL. Unlike maternity leave, time spent on paternity leave does not reduce the amount of SPL available.

### **How the Two Parents Can Share Shared Parental Leave and Pay**

SPL cannot start until at least two weeks after the child is born, after the period of compulsory maternity leave has finished. Not less than eight weeks before the date you intend your SPL to start, you must give us a written opt-in notice giving:

- your name and the name of the other parent;
- if you are the child's mother, the start and end dates of your maternity leave;
- if you are the child's father or the mother's partner, the start and end dates of the mother's maternity leave, or if she is not entitled to maternity leave, the start and end dates of any SMP or MA period;
- the total SPL available, which is 52 weeks minus the number of weeks' maternity leave, SMP or MA period taken or to be taken;
- how much of that will be allocated to you and how much to the other parent. (You can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- if you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of the SMP or MA period taken or to be taken);
- how much of that will be allocated to you and how much to the other parent. (You can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave. This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and
- declarations by you and the other parent that you meet the statutory conditions for entitlement to SPL and ShPP.

## Ending Maternity Leave

If you are the child's mother and are still on maternity leave, you must give us at least eight weeks' written notice to end your maternity leave (a curtailment notice) before you can take SPL. The notice must state the date your maternity leave will end. You can give the notice before or after you give birth, but you cannot end your maternity leave until at least two weeks after birth. You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see above) or a written declaration that the child's father or your partner has given his or her employer an opt-in notice and that you have given the necessary declarations in that notice. The other parent may be eligible to take SPL from their employer before your maternity leave ends, provided you have given the curtailment notice. The curtailment notice is usually binding and cannot be revoked. You can only revoke a curtailment notice if maternity leave has not yet ended and one of the following applies:

- if you realise that neither you nor the other parent are in fact eligible for SPL or ShPP, you can revoke the curtailment notice in writing up to eight weeks after it was given;
- if you gave the curtailment notice before giving birth, you can revoke it in writing up to eight weeks after it was given, or up to six weeks after birth, whichever is later; or
- if the other parent has died.

Once you revoke a curtailment notice you cannot submit a second curtailment notice, unless the revocation was given in the in circumstances in clause b above. If you are the child's father or the mother's partner, you will only be able to take SPL once the mother has given one of the following notices:

- a curtailment notice to her employer to end maternity leave;
- if she is not entitled to maternity leave but is entitled to SMP, a curtailment notice to end her SMP
- if she is not entitled to maternity leave or SMP, a curtailment notice to the benefits office to end her MA.

## Evidence of Entitlement

You must also provide on request:

A copy of the birth certificate (or if you have not yet obtained a birth certificate, a signed declaration of the child's date and place of birth); and

The name and address of the other parent's employer (or a declaration that they have no employer).

## Notifying Us of Your SPL Dates

Having opted into the SPL system you will need to give a period of leave notice telling us the start and end dates of your leave. This can be given at the same time as your opt-in notice, or it can be given later, as long as it is given at least eight weeks before the start of your leave. You must also state in your period of leave notice the dates on which you intend to claim shared parental pay, if applicable. If your period of leave notice gives dates for a single continuous block of SPL you will be entitled to take the leave set out in the notice. You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL.

## Notifying Us of Your SPL Dates Procedure for Requesting Split Periods of Leave

In general, a period of leave notice should set out a single continuous block of leave. We may, in some cases, be willing to consider a period of leave notice where the SPL is split into

shorter periods (of at least a week) with periods of work in between. It is best to discuss this with your manager and HR in advance of submitting any formal period of leave notices. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start. You must submit a period of leave notice setting out the requested pattern of leave at least eight weeks before the requested start date. If we are unable to agree to your request straight away, there will be a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached an agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice (for example, if you requested three separate periods of four weeks each, you will be entitled to one 12-week period of leave). Alternatively, you may:

- choose a new start date (which must be at least eight weeks after your original period of leave notice was given), and tell us within five days of the end of the two-week discussion period; or
- withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case it will not be counted and you may submit a new one if you choose).

### **Changing the Dates or Cancelling Your Shared Parental Leave**

You can cancel a period of SPL by notifying us in writing at least eight weeks before the start date in the period of leave notice. You can change the dates for a period of leave by giving us at least eight weeks' notice before the original start date and the new start date. You do not need to give eight weeks' notice if you are changing the dates of your SPL because your child has been born earlier than the EWC, where you wanted to start your SPL a certain length of time (but not more than eight weeks) after birth. In such cases please notify us in writing of the change as soon as you can. A notice to cancel or change a period of leave will count as one of your three period of leave notices, unless:

- the variation is a result of your child being born earlier or later than the EWC;
- the variation is at our request; or
- we agree otherwise.

### **Shared Parental Pay**

ShPP of up to 39 weeks (less any weeks of statutory maternity pay or adoption pay claimed by you or the other parent) may be available provided you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid at a rate set by the government each year.

### **Other Terms During Shared Parental Pay**

Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay. Annual leave entitlement will continue to accrue at the rate provided under your contract. If your SPL will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over and must be taken immediately before returning to work unless your manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Carry-over of more than one week is at your manager's discretion. Please discuss your holiday plans with your manager in good time before starting SPL. All holiday dates are subject to approval by your manager. If you are a member of the pension scheme, we will make employer pension contributions during any period of paid SPL, based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any shared parental pay you are receiving, unless you inform the Pensions Administrator that you wish to

make up any shortfall.

### **Keeping in Touch**

We may make reasonable contact with you from time to time during your SPL although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.

You may ask or be asked to work (including attending training) on up to 20 "keeping-in-touch" days (KIT days) during your SPL. This is in addition to any KIT days that you may have taken during maternity leave. KIT days are not compulsory and must be discussed and agreed with your line manager. You will be paid at your normal basic rate of pay for time spent working on a KIT day and this will be inclusive of any shared parental pay entitlement.

### **Returning to Work**

If you want to end a period of SPL early, you must give us eight weeks' prior notice of the return date. It is helpful if you give this notice in writing. If you want to extend your SPL you must submit a new period of leave notice at least eight weeks before the date you were due to return to work, assuming you still have SPL entitlement remaining and have not already submitted three period of leave notices. If you are unable to request more SPL you may be able to request annual leave or ordinary parental leave, which will be subject to business need. You are normally entitled to return to work in the position you held before starting SPL, and on the same terms of employment. However, if you have taken more than 26 weeks of SPL in total, or a period of SPL in combination with more than four weeks of ordinary parental leave (under our Parental Leave Policy), and it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable. If you want to change your hours or other working arrangements on return from SPL you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible. If you decide you do not want to return to work at all after your SPL you should give notice of resignation in accordance with your contract.

## **Neonatal Leave Policy**

### **Introduction**

- (a) This policy sets out the rights of employees to neonatal care leave and pay following the birth of their child.
- (b) We understand that having a child in neonatal care is an extremely stressful and challenging experience. As an organisation, we are committed to supporting you and doing what we can to help ensure that you are able to be by your child's side while looking after your own health and wellbeing.
- (c) The policy does not form part of your contract of employment and we reserve the right to amend it at any time.

### **Scope**

- (d) This policy applies to employees employed by us. It does not apply to workers, contractors, consultants or any self-employed individuals working for the organisation.

### **What is neonatal care leave?**

- (e) Neonatal care leave is designed to assist new parents of babies who are admitted into neonatal care.
  - (f) In this policy, neonatal care means:

- medical care that your child receives in a hospital;
- medical care that your child receives in any other place providing that:
  - o your child was previously admitted to a hospital as an inpatient and needs continuing care after leaving the hospital;
  - o the care is under the direction of a consultant; and
  - o the care involves ongoing monitoring and visits from healthcare professionals arranged by the hospital where your child was an inpatient; or
  - o palliative or end-of-life care.

### **Requesting support**

- (g) If you are finding it difficult to cope at work because your child is in neonatal care, you are encouraged to speak to your line manager. If for any reason you are unable to approach your line manager, you can speak to [occupational health/the HR department].
- (h) We realise that this may not be an easy subject to talk about. However, we urge you to be as open as possible about any particular issues that you are experiencing, in order to ensure that you are provided with the right level of support.
- (i) Any information disclosed by you during discussions with your line manager or the HR department will be treated sensitively and in strict confidence.

### **Entitlement to neonatal care leave**

- (j) Whatever your length of service, you have a statutory right to take neonatal care leave if at the date of the child's birth:
  - you are the child's parent and have responsibility for the upbringing of the child; or
  - you are the partner of the child's mother and have main responsibility for the upbringing of the child (apart from the mother).
- (k) In this policy, partner includes someone, of whatever sex, who lives with the mother or the child in an enduring family relationship but who is not the mother's child, parent, grandchild, grandparent, sibling, aunt, uncle, niece or nephew.
- (l) Additionally, the following conditions must be satisfied:
  - your child was born on or after 6 April 2025;
  - your child started receiving neonatal care within 28 days after the date on which they were born (the 28 days are counted from the day after the child is born);
  - the neonatal care has lasted seven days or longer without interruption (the seven days are counted from the day after the neonatal care started);
  - you are taking the leave to care for your child (however, see the section 'if you suffer a bereavement' below); and
  - you have complied with the relevant notice and declaration requirements set out in this policy (see 'notice to take neonatal care leave' below).

### **Amount of neonatal care leave you can take**

- (m) The amount of neonatal care leave that you can take is one week for every week your child has spent in neonatal care without interruption. A week is defined as a period

of seven days starting from the day after the neonatal care began.

- (n) The maximum number of weeks that you can take as neonatal care leave is capped at 12 weeks.
- (o) Any neonatal care leave must be taken in blocks of at least one week.
- (p) You can take only up to 12 weeks' neonatal care leave, even if multiple children from the same pregnancy require neonatal care.

#### **Timing of neonatal care leave**

- (q) You can start your leave on any day after your child has received seven days of uninterrupted neonatal care.
- (r) The seven days are counted from the day after the neonatal care started. For example, if your child's started receiving neonatal care on 7 April, the seven-day count begins on 8 April. This means that you can start your neonatal care leave on any day from 15 April.
- (s) Any neonatal care leave must end within 68 weeks of your child's date of birth.
- (t) The right to neonatal care leave is in addition to any other statutory leave that you may be entitled to, such as maternity, adoption, paternity, ordinary parental, parental bereavement or shared parental leave (see 'other statutory leave' below).

#### **How neonatal care leave may be taken**

- (u) Neonatal care leave is available to take in two tiers:
  - The "tier 1 period" begins when your child starts receiving neonatal care and ends on the seventh day after your child is discharged. If you take neonatal care leave in the tier 1 period, you can take it in one continuous block or a number of non-continuous blocks of a minimum of one week at a time.
  - The "tier 2 period" is any remaining period (within 68 weeks after your child's date of birth) that is not part of the tier 1 period. If you take neonatal care leave during the tier 2 period, you must take the leave in one continuous block.
- (v) You should be aware that the relevant notice requirements differ depending on whether you take your leave in the tier 1 or tier 2 period (see 'notice to take neonatal care leave' below).

#### **Notice to take neonatal care leave**

##### *Notice during the tier 1 period*

- (w) For each week of neonatal care leave that you wish to take in tier 1, you should notify [your line manager/the HR department] by telephone or email, preferably before your first day of absence in that week. However, we understand that this is likely to be a challenging time for you, so please give notice as soon as is reasonably practicable for you to do so.
- (x) You are also required to give notice of your intention and entitlement to take neonatal care leave. You will be required to fill in a form containing a declaration that will need to be signed by you.
- (y) There is no expectation on you to complete this form straightaway while your child is receiving neonatal care. However, we do request that the form is sent to us within 28 days of the first day of your neonatal care leave, or if this is not possible, as soon as it is reasonably practicable.

*Notice during the tier 2 period*

- (z) If you wish to take neonatal care leave in the tier 2 period, you will need to give notice in writing of your intention and entitlement to take neonatal care leave using the same form.
- (aa) If you are taking a single week of neonatal care leave, your notice should be received by us at least 15 days before the first date that you have chosen for your leave to start, or if this is not possible, as soon as it is reasonably practicable.
- (bb) If you are taking two or more consecutive weeks of neonatal care leave, your notice should be received by us at least 28 days before the first date that you have chosen for your leave to start, or if this is not possible, as soon as it is reasonably practicable.

**Changing your neonatal care leave plans**

- (cc) If you have submitted a notice of intention and entitlement to take neonatal care leave during the tier 2 period but wish to cancel your leave, you must inform \*\*\*Job Title of Personnel Records Administrator\*\*\* in writing.
- (dd) If you intended to take a single week of neonatal care leave, you must submit this form at least 15 days before the first date that you had chosen for your leave to start.
- (ee) If you intended to take two or more consecutive weeks, you must submit this form at least 28 days before the first date that you had chosen for your leave to start.

**Late notice**

- (ff) We understand that having a child in neonatal care is an incredibly difficult time for parents. Please be assured that if it is not possible for you to meet the timeframes for giving or withdrawing notice as set out in this policy, we will accept later notice than this and, in some cases, we may waive the requirement for you to give notice altogether.

**Starting your neonatal care leave**

- (gg) Your neonatal care leave will start on the date that is specified in your notice.
- (hh) Alliteratively, if you give notice on the same day that you want to begin your leave and you are already in work on that day, your neonatal care leave will start on the following day.
- (ii) If we have agreed to waive the notice requirements, your neonatal care leave will begin on a day that is mutually agreed between us.

**Other statutory leave**

- (jj) You are entitled to take neonatal care leave in addition to any other statutory leave that you may be entitled to, including maternity, adoption, paternity, ordinary parental, parental bereavement and shared parental leave
- (kk) If you have already started a period of statutory leave, but subsequently become eligible for neonatal care leave, you can take your neonatal care leave after completing the other statutory leave, provided that your neonatal care leave is taken within 68 weeks of your child's birth date.
- (ll) If you have already started a period of neonatal care leave during the tier 1 period but need to begin another type of statutory leave, your neonatal care leave will be temporarily paused immediately before the other statutory leave begins. You can then resume the remaining weeks of your neonatal care leave in one of two ways:
  - if you are still within the tier 1 period - immediately after the end of the other

period of statutory leave; or

- if you have transitioned into the tier 2 period - immediately after any other neonatal care leave taken during the tier 2 period.

(mm) You cannot take neonatal care leave in the tier 2 period if, at the time of giving notice, you are aware that the leave will overlap with another type of statutory leave.

### **Neonatal care pay**

(nn) Statutory neonatal care pay is payable during your neonatal care leave period, provided that you are entitled to it.

(oo) The rate of statutory neonatal care pay is set by the Government for the relevant tax year, or at 90% of your average weekly earnings (whichever is lower).

(pp) You will qualify for statutory neonatal care pay if:

- you are entitled to take neonatal care leave;
- you have at least 26 weeks' continuous employment with us at the end of the relevant week;
- you remain in continuous employment from the end of the relevant week (or from the child's birth if they were born before the relevant week);
- your average weekly earnings are not less than the lower earnings limit for national insurance contributions;
- you have complied with the relevant notice and evidential requirements and are able to provide the declarations as set out in this policy; and
- you have confirmed when you wish to start receiving statutory neonatal care pay.

(qq) In this policy "relevant week" means the 15th week before the expected week of childbirth if you are entitled to statutory maternity or paternity pay. In all other cases, it means the week before the neonatal care begins.

(rr) Neonatal care pay is treated as earnings and is therefore subject to PAYE and national insurance deductions.

### **Changes affecting your entitlement to neonatal care leave and pay**

(ss) You must keep [your line manager/the HR department] informed about the date that your child's neonatal care ends as soon as reasonably practicable after the care has ended.

(tt) If your child starts receiving neonatal care again, after you have informed us that the care has ended, you must keep [your line manager/the HR department] informed of the new start and end dates.

### **If you suffer a bereavement**

(uu) Employees who have accrued entitlement to neonatal care leave can still take the neonatal care leave that they have accrued if their child dies.

(vv) Employees may also be entitled to parental bereavement leave in these circumstances.

(ww) If you have suffered a bereavement, please contact [name of individual/the HR department] so that we can discuss other support that we may be able to offer you.

### **Your rights during neonatal care leave**

- (xx) During neonatal care leave, all the terms and conditions of your contract except normal pay will continue. Your pay will be replaced with [statutory/enhanced] neonatal care pay if you are eligible for it. However, other benefits such as holiday entitlement will continue to accrue and pension contributions will continue as set out below.

**Holiday entitlement**

- (yy) You will continue to accrue your holiday entitlement during your neonatal care leave.
- (zz) Any [statutory] holiday entitlement that has not been taken because of neonatal care leave can be carried over into the next holiday year.

**Pension contributions**

- (aaa) We will continue to make pension contributions based on your normal pay during any period of paid neonatal care leave. The contributions that you make will be based on the actual pay that you receive during your neonatal care leave.
- (bbb) The organisation's pension contributions will cease during any period of unpaid neonatal care leave.

**Contact during neonatal care leave**

- (ccc) We reserve the right to maintain reasonable contact with you during your neonatal care leave. This may be to discuss your plans for taking leave, to discuss any special arrangements to ease your time away from work, or to update you on developments at work during your absence.

**Returning to work after neonatal care leave**

- (ddd) You have the right to resume working in the same job and on the same terms and conditions if returning to work from a period of isolated neonatal care leave.
- (eee) If you return from a period of neonatal care leave that follows on immediately from another period of statutory leave (such as maternity, adoption, paternity, parental bereavement or shared parental leave) and your total time on leave is more than 26 weeks, you have the right to return to the same job wherever possible. However, if this is not reasonably practicable, we will offer you a suitable alternative job on terms and conditions that are no less favourable.
- (fff) This also applies if you have taken neonatal care leave consecutively with a single period of more than four weeks of ordinary parental leave.

**Data protection**

- (ggg) When dealing with neonatal care leave and pay, we will process any personal data collected in accordance with our data protection policy. In particular, we will record only the personal information required and keep the information only for as long as necessary.

## **32. Flexible Working**

A comprehensive government link to flexible working <https://www.gov.uk/flexible-working/overview>

We recognise that some employees may find it difficult to 'fit the mould' of typical working hours due to personal circumstances. In such cases, and where possible, we will remain open, flexible and supportive in considering employee requests for altering/reviewing their working hours.

Any employee who wishes to alter their working hours should put this request in writing, stating the flexible working pattern they would like and the date on which it is proposed that the change should become effective to the Club.

Thereafter the Club will hold a formal meeting with the employee, and respond in writing.

The organisation can refuse a request for amended hours if there are good business reasons to do so such as additional costs being incurred or if the proposed change would be to the detriment of customer service. In such an instance the employee can appeal.

In the case of a female employee wishing to alter her hours following maternity leave, any request should be made as early as possible, but no later than the time of her notification of returning to work.

Consideration to the full range of flexible working arrangements will be considered including:

- any request to alter working hours carefully and sympathetically.
- a willingness to look imaginatively at the job requirements to assess how part time working could be introduced.
- identifying ways in which work could be reorganised with other employees or through the recruitment of an extra part time worker to ensure that the work can be carried out.
- job sharing as an alternative to part time work if it is crucial that the responsibilities are covered fully during the working week.
- asking the employee how he/she thinks the work can be reorganised.

Requests for flexible working are governed by statute and employees should be aware that an agreement under the regulations represents a permanent change. Employees may only request a change if they have not requested not more than one previous change in the last 12 months.

### **33. Time Off for Dependants**

Employees are entitled to take reasonable unpaid time off to deal with sudden or unexpected problems with a dependant. A dependant is a partner, child or parent who lives with the employee as part of his or her family or any other person who reasonably relies on the employee for assistance. Reasonable time off will be granted in the following circumstances:

- for the birth, sickness, injury or death of a dependant;
- to make arrangements for the care of a sick or injured dependant or to make arrangements to deal with an unexpected disruption to care arrangements; and
- To deal with an unexpected incident involving the employee's child during school hours. The right is only to deal with emergencies and to put care arrangements in place. This means that in the case of a dependant's illness, for example, the employee is not entitled to time off for the duration of the dependant's illness.
- Employees are required to inform the employer as soon as practicable of their absence, the reason for it and how long they expect to be away from work.

There is no minimum service period for an employee to qualify for this right.

## **34. Carer's Leave**

### **Purpose**

The purpose of this policy is to provide guidelines for employees who need to take unpaid leave to care for a family member, partner, friend, or neighbour with specific care needs (after 6 April 2024). You are eligible to take leave from the first day of your employment. This Policy applies to employees only.

### **Policy Commitments**

#### **Entitlement to Carer's Leave**

You are entitled to carer's leave if you provide support to someone who:

- Has a physical or mental illness or injury that requires care for more than 3 months.
- Has a disability as defined in the Equality Act 2010.
- Requires care due to old age.

The person being cared for does not have to be a family member; it can be anyone who relies on you for care.

Those employees who are providing or arranging care are covered by this policy.

### **Duration of Leave**

If eligible, you can take up to one week of leave every rolling 12 months.

The term "week" refers to the length of time you typically work over 7 days. For example, if you usually work 3 days a week, you can take 3 days of carer's leave.

You can take the leave as a whole week, or as individual days or half days throughout the year.

If you need to care for more than one person, you can only take one week of carer's leave every 12 months, which can be used for multiple dependents.

### **Irregular Working Patterns**

For employees with irregular working hours, the Company will calculate the amount of carer's leave based on the total number of hours worked in the previous 12 months.

It will do so by dividing the total hours worked over the previous 12 months by 52 (or the number of weeks since starting the job if less than a year). This determines the amount of carer's leave.

### **Notice Period**

You must give notice in writing before the leave starts.

For half-day or one-day requests, the notice period must be at least 3 days.

For requests longer than one day, the notice period must be at least twice as long as the requested leave (e.g., 4 days for a 2-day request).

Notice periods should be in full days, even if the request includes half-day amounts.

No evidence of the dependant's care needs is required.

**Employer's Right to Delay Leave**

The Company will not refuse a carer's leave request, but may ask you to take it at a different time.

A delay will only be requested if your absence would cause serious disruption to the Company.

If delayed, the Company will:

- Agree on a new date within one month of the requested date.
- Provide written notice of the reason for the delay and the new date within 7 days of the original request.

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## Resolving Problems

### 35. Bullying and Harassment Policy

<https://www.gov.uk/workplace-bullying-and-harassment>

All employees have the right to work in an environment which is free from any form of harassment. It is the Club's policy that the harassment of any of its employees is unacceptable behaviour. Anyone found to be in breach of this policy will be liable to disciplinary action which could result in their dismissal. The Club will take specific action to prevent the harassment of its employees by third parties, i.e. customers and suppliers. Employees are encouraged to report any such incidents to their line manager or a senior colleague of their choice immediately.

#### **Harassment - What is it?**

Harassment takes many forms, occurs on a variety of different grounds and can be directed at one person or many people. An essential characteristic is that it is unwanted by the recipient and that the recipient finds the conduct offensive or unacceptable. Conduct becomes harassment if it persists once it has been made clear that it is regarded by the recipient as offensive, although a single incident may amount to harassment if sufficiently serious. It is the unwanted nature of the conduct which distinguishes harassment from friendly behaviour which is welcome and mutual. Harassment in the workplace can come from a colleague or an external third party.

Harassment can be based on:

- race, ethnic origin, nationality or skin colour
- gender
- sexual orientation
- power or hierarchy
- willingness to challenge harassment (leading to victimisation)
- disabilities, sensory impairments or learning difficulties
- age
- possible links to AIDS/HIV
- status as an ex-offender
- health
- physical characteristics
- personal beliefs
- religion
- political belief or association
- gender re-assignment

**Whilst not an exhaustive list, forms of harassment include:**

- physical contact
- jokes, offensive language, gossip, slander, offensive or sectarian songs and letters

- posters, graffiti, obscene gestures, emblems, flags
- offensive e-mail, screen savers etc
- isolation or non co-operation and exclusion
- coercion for sexual favours
- pressure to participate in political/religious groups
- intrusion by pestering, spying and stalking.
- harassment is unlawful in many cases and individuals may be legally held liable for their actions.

### **Procedure**

Due to the seriousness with which the Club views harassment, informal and formal reporting procedures have been introduced which are separate from the Grievance Procedure as a mechanism for dealing with complaints of harassment.

All allegations of harassment will be dealt with seriously, promptly and in confidence. Employees who feel they have been subject to harassment must not hesitate in using this procedure nor fear victimisation. Retaliation against an employee who brings a complaint of harassment is a serious disciplinary offence which may constitute gross misconduct.

The Administration Manager will provide, in confidence, advice and assistance to employees subjected to harassment and assist in the resolution of any problems, whether through informal or formal means.

### **Informal Procedure**

If an incident happens which you think may be harassment and you do not wish it to happen again, you may prefer initially to attempt to resolve the problem informally. In some cases it may be possible and sufficient to explain clearly to the person engaging in the unwanted conduct that the behaviour in question is not welcome, that it offends you or makes you uncomfortable and that it interferes with your work. You should make it clear that you want the behaviour to stop.

In circumstances where this is too difficult or embarrassing for you to do on your own you should seek support from a friend or a Senior Manager.

If you are in any doubt as to whether an incident or series of incidents which have occurred constitute harassment, then in the first instance you should approach a Senior Manager on an informal basis. He/she will be able to advise you as to whether the complaint necessitates further action, in which case the matter will be dealt with formally/informally as appropriate.

If the conduct continues or if it is not appropriate to resolve the problem informally, it should be raised through the following formal process.

### **Formal Procedure**

Where informal methods fail, or serious harassment occurs, you are advised to complain formally to a Senior Manager. Consideration will be given to the immediate separation of the complainant and the alleged harasser. In serious cases the alleged harasser may be suspended.

You will be interviewed by a Senior Manager handling the complaint to establish full details of

what happened. He or she will then carry out a thorough, impartial and objective investigation as quickly as possible. Those carrying out the investigation will not be connected with the allegation in any way. An investigation will be carried out quickly, sensitively and with due respect for the rights of both you and the alleged harasser.

The investigation will involve interviews with the person against whom you are making the complaint. The alleged harasser will be given full details of the nature of the complaint and will be given the opportunity to respond.

You and the alleged harasser will have the right to be accompanied and/or represented by a colleague at any interviews. You will not be asked to provide details of the allegations repeatedly unless this is essential for the investigation.

Strict confidentiality will be maintained throughout the investigation into the allegation. Where it is necessary to interview witnesses the importance of confidentiality will be emphasised to them.

When the investigation has been completed you will be informed whether or not your allegation is considered to be well founded.

If the allegation is well founded disciplinary action may be taken against a person alleged to have committed the behaviour you are complaining about and, depending on the circumstances and the seriousness of the complaint, may result in the dismissal of that person.

If the allegation is not well founded, consideration will be given to whether it is necessary to transfer or reschedule the work of both or either party, in cases where it would not be appropriate for you to continue to work in close proximity.

The Club takes these matters very seriously. However, malicious complaints of harassment can have a serious and detrimental effect upon a colleague. Any unwarranted allegation of harassment, made in bad faith, will be deemed potential gross misconduct. We are sure that all employees appreciate that this must be so to protect the integrity of this policy.

## **36. Whistleblowing Policy**

The Public Interest Disclosure Act 1998 was introduced to protect workers who disclosed information about dangerous, unethical or criminal behaviour from being dismissed or penalised as a result of such disclosure. Exeter Golf & Country Club is committed to supporting this legislation and to maintaining a good ethical work climate within the organisation. Any forms of malpractice will not be tolerated. Exeter Golf & Country Club believes that members of staff have a positive and constructive role to play where they wish to express their concerns relating to any of the following in the workplace:

- A criminal offence, including fraud
- A failure to comply with legal obligations
- A danger to health and safety
- Damage to the environment
- That a miscarriage of justice has occurred or is likely to occur
- That information relating to the above examples of illegal and unethical behaviour is being concealed.

Members of staff using this policy must reasonably believe that what they are disclosing has happened and that its disclosure is in the public interest. This policy sets out the way in which members of staff who have concerns on these areas may raise them in the business.

### **Principles and Assurances**

Members of staff raising concerns will be treated seriously. These concerns will be investigated and appropriate feedback may also be given to the member of staff raising the concern. Exeter Golf & Country Club will use its best endeavours to protect a member of staff who makes a disclosure within the procedure, from discrimination, victimisation and/or dismissal. If a member of staff discloses confidential information to a third party without first using the Whistle blowing Policy, other than in accordance with the Act, disciplinary action may be taken against them. Disciplinary action will be taken against a member of staff who makes malicious or vindictive allegations they know to be untrue. Information received will be treated in the strictest confidence. It is possible for a member of staff to raise matters anonymously, but it would be preferable if staff were willing to give their personal details so they may be contacted for further information. The earlier and more open the expression of concern, the easier it will be for Exeter Golf & Country Club to take appropriate action.

### **How to Raise a Concern**

Members of staff may raise concerns:

- With their line manager
- With a director if the other channels have been followed and concerns remain, or if the member of staff feels that senior managers may be implicated

### **Procedure to be Followed When a Concern Has Been Raised:**

- The first stage will be for the member of staff raising the concern to be interviewed by the person with whom they initially raised the concern.
- Staff who want to use the system but feel uneasy about this, may bring a work colleague to any meeting arranged.

- Staff independent of the areas concerned will investigate the matter promptly. The period over which any investigation will take place will be dependent on the nature of the concern raised. If required, the individual member of staff can be advised of the progress of any investigation together with the final resolution/outcome.
- At the conclusion of any investigation, the manager who has investigated the matter has a responsibility to register the nature of the concern, and make a record of the outcome, in a register held by Exeter Golf & Country Club. The purpose of this record is to ensure that a central record is kept in order to monitor any common patterns of concern.

## **37. \*Disciplinary Procedures**

<https://www.gov.uk/disciplinary-procedures-and-action-at-work/how-disciplinary-procedures-work>

The primary objective of the Club's Disciplinary Procedure is to ensure that all disciplinary matters are dealt with fairly and consistently, and, where there has been a breach of discipline, to encourage an improvement in individual conduct or performance. The procedure complies with the ACAS Code of Conduct.

### **Disciplinary Policy and Procedure\***

This Disciplinary Procedure does not form part of your Contract of Employment apart from the disciplinary rules and standards that are expected from you. The Club will not depart from the Procedure without good reason. The rules and procedures outlined below are for the purpose of promoting fairness and consistency in the treatment of employees. The procedure will only be used where necessary and the Club hopes that this will be rarely, if ever.

### **General Points**

The Disciplinary Procedures may be implemented at any stage if the employee's conduct warrants such action. At any formal meeting, subject to permission first being sought from a Manager of the Club, the employee has the right to be accompanied by a single companion who is either: *a work colleague; or, a full-time official employed by a trade union; or a lay official*, so long as they have been certified in writing by their union as having experience of, or as having received training in, acting as a worker's companion at disciplinary or grievance hearings. To exercise the statutory right to be accompanied employees must make a request. Your companion has the right to explain and sum up your case, to respond on your behalf to any views expressed at the hearing, and to confer during the hearing. The companion does not, however, have the right to answer questions on your behalf, address the hearing if you do not wish it, or prevent the Club from explaining its case. If the companion cannot attend on the date we have set for the interview, we will always postpone the interview for up to seven days and may (at our discretion) postpone it for longer. Where it is necessary to complete an investigation before any disciplinary hearing is held this will normally be undertaken by someone different to the person responsible for the hearing itself. The employee will be told the complaint against him/her and under normal circumstances be given a minimum of 48 hours written notice before any hearing is held. Where the alleged conduct may result in dismissal being considered as a possible disciplinary sanction, the employee will also be given notice in writing this may be a potential outcome. The employee will be allowed access to any relevant information and papers, including any investigation notes that may have been prepared and witness statements that may have taken. Where possible these will be made available to the employee before the hearing. The employee can state his/her case in response to claims against him/her. The employee can appeal against any Disciplinary penalty imposed, except for an oral warning. The employee should ensure that he/she is fully aware of the contents of the Employee Handbook and other Club Policies. Failure to adhere to guidance given within these documents is likely to lead to disciplinary action. The Club may at its discretion hold a disciplinary hearing in the absence of the employee should the employee fail to or be unable to attend on two or more occasions. Should this occur the Club may allow the Employee to make representation to the hearing through some other means e.g. in writing.

### **Informal Procedures**

It is not always necessary to use the formal Disciplinary Procedure if problems are dealt with early. Minor issues can be dealt with by **informal counselling** in the first instance. Any

instance following this will commence with the formal procedure **invite to disciplinary notification of hearing** for a verbal warning.

In most cases, formal Disciplinary Procedures should only be used when counselling and verbal warnings have been given and these have failed to produce the required improvement or when the seriousness of the offence warrants formal Disciplinary Procedures. Formal Disciplinary Procedures exist for Misconduct and Gross Misconduct.

### **Formal Procedures**

Disciplinary action taken will be appropriate to the seriousness of the offence. The following is a list of the types of Disciplinary Action:

- verbal warning
- written warning
- final written warning
- dismissal / demotion / transfer

### **Management and Supervisory Staff**

All staff including supervisory or management grades are subject to the formal Disciplinary Procedure. A right of appeal is available against any written warning and/or the decision to dismiss.

### **Probationary Employees**

The formal Disciplinary Procedure does not apply to probationary employees who may be dismissed summarily for committing an act of misconduct during their probationary period. There will be no right of appeal against any such decision to dismiss in such circumstances. The Club reserves the right to use a truncated version of this Policy during the initial 24 months of an employee's employment or to dispense with the process all together.

### **Composition of Management Team at Disciplinary Hearings**

#### Informal Counselling (informal verbal warning)

Line Manager

#### Verbal and Written warning (formal)

Line Manager as investigation officer and Senior Manager chairing

#### Final Warning (formal) – which can lead to dismissal / demotion / transfer

Senior Manager

### **Misconduct**

The following offences are examples of misconduct (however, this list is not exhaustive).

- Refusal to answer questions from a manager related to the course of your duties.
- Absence from work without carrying out correct procedures or persistent absence or lateness.
- The failure to report damage to property or other matters relating, in particular, to those of Health & Safety.
- Failure to carry out duties adequately which comply with legitimate working practices or responsibilities.

- Improper use of equipment.
- Deliberate failure to co-operate with co-workers in the course of their duties.
- Actions which may bring the Club into disrepute which may not be serious enough to be deemed as gross misconduct.
- Persistent poor attitude or poor service to members, following adequate instruction to improve or correct any weaknesses.
- Failure to comply with dress regulations or other instructions relating to personal hygiene matters which may be brought to your attention and may not comply with the standards expected in the Club.
- Failure to adhere to the correct use of Club facilities when you have been granted the privilege of using such facilities at a time or in a manner designated by the appropriate Manager.
- Bad timekeeping.
- Unauthorised absence.
- Minor damage to the Club's property.
- Minor breach of the Club's rules.
- Failure to observe the Club's procedures.
- Abusive behaviour.
- Unsatisfactory attendance.
- Unsatisfactory sickness record.
- Minor and unintentional breach of the Club's Health & Safety or hygiene policies.
- Insubordination.
- Disrespectful attitude or behaviour towards customers, suppliers or other staff or management.
- Taking items or equipment including but not limited to waste material without permission.

#### Recording the Warnings

The Recorded Verbal Warning and Written Warnings will be kept on the employee's personnel file.

#### **Procedures for Misconduct**

##### **Informal Counselling:**

The Employee is informed of the nature of the warning by letter advising them of the incident and detailing how to improve performance or behaviour confirming possible future consequences and confirming the review date. The letter will be recorded in the Employee's personnel file but is not regarded as a formal verbal warning.

##### **Verbal Warning and Written:**

A date for a hearing will be made and a **letter** sent to the employee. This is a formal warning and shall be kept in the Employee's personnel file. The Employee will be advised as regards to his/her right to appeal.

**Final Warning – Dismissal / Demotion / Transfer:**

A date for a hearing will be made and a **letter** sent to the employee. Dismissal will be given by the General Manager and confirmed in writing. This stage will normally result from continued failure by the Employee to act upon the provisions made in the previous stages of the warning procedure. Dismissal will take effect immediately, without prejudice to the Employee's rights of appeal. The Club reserves the right in certain circumstances not to dismiss, but to apply the sanction of demotion, or suspension without pay for a period no longer than one month, or transfer the employee to another department.

**Length of a Warning**

A warning will usually apply in the case of verbal and first written warnings for 6 months, after which it will lapse, and 12 months in respect of a final written warning. The Club reserves the right to extend the warning in appropriate circumstances.

**Gross Misconduct**

The following are examples of Gross Misconduct (however, this list is not exhaustive):

- acts of dishonesty where your conduct affects your ability or suitability for continued employment with us; for example, theft, fraud or the deliberate falsification of records or expenses;
- serious insubordination or rudeness to the Club, customers or suppliers;
- theft or unauthorised use or removal of property from the Club's premises;
- deliberate or negligent use of damage to property;
- a serious breach of Health & Safety policies including failure to follow client's on-site rules;
- physical violence or aggressive behaviour including dangerous horseplay and excessive bad language;
- indecent or immoral acts;
- being under the influence of, or possessing, alcohol or illegal drugs during employment hours (unless you have been authorised to, and have been, entertaining clients, in which case a reasonable amount of alcohol consumption is permitted);
- bringing the Club into serious disrepute;
- any breaches of confidentiality requirements in your contract of employment, other than minor breaches;
- harassment or bullying, other than minor breaches;
- breaches of the Club's Equal Opportunities Policy, other than minor breaches;
- significant breach of the Club's Rules;
- sleeping whilst on duty;
- serious insubordination;
- deliberate refusal or wilful failure to carry out a reasonable and lawful direct instruction given by management during working hours;
- receipt of bribes to effect the placing of business with a supplier of goods or services;
- inaccurate or fraudulent recording of financial transactions;
- use of pirate software on Club computers;

- failure to carry out necessary virus checks on Club computers;
- smoking in non-smoking areas;
- serious misuse of the Club's email or internet or computer resources.
- theft, fraud, deliberate falsification of documents or records (including those relating to obtaining employment). Selling goods and services at prices other than those published or agreed with members or visitors.
- any breach of Licensing laws.

### **Suspension**

If appropriate, the Club may by written notice, suspend the Employee while any investigation takes place. If the Employee is suspended the Contract of Employment will continue together with all his/her rights under the contract including the payment of salary, but during the period of suspension the Employee will not be entitled to access any of the Club's premises or communicate with any of the Club's clients except at the prior request or with the prior consent of the Club and subject to such conditions as the Club may impose. Gross misconduct will result in immediate dismissal without pay or pay in lieu of notice. The decision to dismiss will not be taken without reference to the General Manager.

### **Appeals Procedure**

An Employee has the right to appeal against a Disciplinary decision arising from the formal procedure. The request for an Appeal should be put in writing, setting out the grounds of appeal, within 5 working days, to the General Manager. The Appeal will be heard by a Senior Manager. The Employee has the right to be accompanied and/or assisted by a work colleague or a trade union official subject to permission first being sought from the Club. The Appeal Hearing will be conducted within a reasonable period of the Appeal being lodged.

### **The outcome will either be:**

- to reject the Appeal and confirm the original Disciplinary action; or
- to uphold the Appeal and reduce or revoke the original Disciplinary action.

### **The employee should note that:**

- the result of the Appeal will be confirmed in writing within 1 week; and
- the decision at the Appeal stage is FINAL.

### **38. \*Capability Policy & Procedure**

The Club recognises that a member of staff may not always be able to achieve realistic targets/objectives through no fault of his/her own, e.g. failure due to medical conditions. The Club also recognises that poor job performance linked to capability cannot be treated as 'disciplinary offences' and needs to be dealt with sympathetically, fairly and consistently; in such cases therefore, the capability procedure will be applied. The aim of the Capability Policy is to allow the Employee and his/her Manager to work together to help to achieve the standards of performance required and to provide for appropriate action where performance does not improve.

If objectives are highlighted but the Employee fails to take action of which he/she is capable, it will be treated under the Disciplinary Procedure as an act of Misconduct.

#### **Scope**

The capability procedures apply to all employees of the Club and will be used in all cases of poor or under-performance, other than for new workers still within their probationary period.

#### **General Principles**

The principles upon which the procedure is based are as follows:

- It is the Club's responsibility to set reasonable standards of performance in accordance with business requirements, and to ensure staff are made aware of these requirements, and to provide suitable support and training enabling staff to meet the standards.
- It is the responsibility of staff members to work to the best of their abilities at all times, in a manner consistent with the accepted standard of skill required for their role and level of seniority.
- Poor performance is not deemed to be misconduct unless there is a deliberate intent not to meet the requisite performance standards. However, poor performance may lead to a warning or warnings and, in the most serious cases, could ultimately lead to dismissal.
- Using this capability procedure, the responsible line manager will work with the staff member to resolve any issues and help him/her attain an acceptable level of performance.
- The appropriate line manager will establish the levels of performance required of their staff and in establishing those standards, will ensure that he/she:
  - Does not set unreasonable standards;
  - Sets standards that are relevant and appropriate for the staff member's role, and ensures that these standards are understood;
  - Provides adequate induction and training;
  - Provides effective supervision and guidance.

Where difficult personal or family circumstances genuinely give rise to poor performance, every effort will be made to support the staff member. Staff covered under this procedure have the right to be accompanied by a work colleague or trade union representative at any formal meeting or interview (including appeal hearings) held under the capability procedure. The companion's role is to ensure that the staff member is supported and that the correct

procedures are followed. He/she may speak on the staff member's behalf, but cannot answer questions on their behalf.

As a rule, where formal action is taken under the capability procedure, a formal warning, or warnings, will be issued in addition to the provision of assistance and opportunities to improve. These warnings may, if performance does not improve, ultimately lead to dismissal. No decision to dismiss will be taken without prior consultation with the General Manager.

## **Procedure**

### **Meetings**

Any meeting relating to formal action under the capability procedure will be held at a mutually convenient time and the staff member will be provided with at least 48 hours' notice. Where the staff member's chosen companion is unable to attend a meeting at the arranged time, an alternative date will be arranged which should normally be no later than 5 working days from the original meeting date. If the staff member fails to attend a formal meeting without good reason, his/her manager may decide to go ahead with the review of capability in his/her absence.

### **Investigation**

If the line manager believes that their staff member is under-performing, he/she will investigate thoroughly in order to understand the cause/s of it. In any investigation (whether formal or informal), he/she will consider the following:

- The performance standards set out in the job description, person specification or other relevant document.
- The actual level of performance against available measures and reasonable, agreed targets.
- The training, support and guidance and resources already provided to the member of staff.
- Other possible reasons for the performance standards not being met.

### **First Steps: Informal Action**

It should often be possible to deal with minor performance issues by means of an informal discussion between the line manager and member of staff. The outcome of these discussions will determine whether there is a need to implement the formal stage of the capability procedure. If the line manager considers that the staff member's performance is falling below the acceptable standard, he/she will arrange a meeting with the staff member to discuss this and to provide details of his/her assessment of their performance. He/she will seek an explanation of performance and details of any special circumstances that explain it. The line manager will then ensure that the staff member receives further reasonable training, supervision or support to provide them with the opportunity to achieve an acceptable standard. If, after an agreed period of time, the training, counselling or support provided have not produced sufficient sustained improvement in performance, then the formal stage of the procedure will be implemented.

## **1. Formal Action Stage One**

### **Performance Improvement Plan & First Warning**

If the staff member's performance is falling below the acceptable standard and either informal discussion has so far failed to produce the required improvement, or the line manager

believes that an informal approach would be inappropriate in the circumstances, he/she will arrange a formal meeting. The purpose of the meeting will be to discuss performance and to provide details of his/her assessment.

The line manager will write to the staff member in advance of the meeting, outlining the areas of concern together with copies of any relevant evidence or documents. The line manager will seek an explanation from the staff member for their performance and details of any special circumstances that explain it. The staff member will have the opportunity at this meeting to discuss the issues and explain the reasons for his/her under-performance. Both line manager and staff member should agree a performance improvement plan, setting realistic timescales to enable the staff member to meet the required performance standards and include any training and support required. The timescales applied will depend on the circumstances: for example two weeks may be reasonable if a specific task or report is required, whilst three months may be necessary for a more complex situation. In addition to setting the performance improvement plan, the line manager will warn the staff member formally that an improvement in performance is required within the agreed time scale and that failure to improve to the required standard will necessitate the issuing of a further formal warning. The outcome of the meeting, the warning and confirmation of the consequences of failing to improve performance, together with the agreed plan will be confirmed to the staff member in writing within seven working days. A copy of this correspondence will be placed on the staff member's personal file and kept confidential in accordance with the General Data Protection Regulations 2018.

## **2. Formal Action Stage Two**

### **Final Written Warning**

A second and final written warning may be issued only where Stage One has taken place but performance continues to fall below the required standards. At the formal interview, the line manager will seek an explanation from the staff member for his/her continued under-performance. The staff member will be invited to explain where he/she is having difficulties with their work and give any mitigating reasons for their under-performance. The staff member's explanation will be considered and, if necessary, the interview will be adjourned whilst the point(s) made are considered further. Consideration will also be given to further training and enhanced supervision. If, after taking all the available information and the staff member's comments into consideration, the line manager feels it appropriate, a formal final written warning will be issued. The warning will follow the same format as before but will inform the staff member that, should performance not reach acceptable standards within the agreed time scales, dismissal will follow. Time scales for improvement set at this stage of the procedure will, as before, depend on the circumstances of the case but are likely to be much shorter than previously. In addition, the performance improvement plan set during Stage One will be reviewed, amended and updated as necessary. It will include:

- The standards to be achieved
- Instructions as to the tasks the staff member must perform
- Details of any further training or enhanced supervision to be provided
- Dates for meetings between the staff member and line manager to discuss ongoing assessment and a final review date

The outcome of the meeting, the warning and confirmation of the consequences of failing to improve performance, together with the revised plan will be confirmed to the staff member in writing within seven working days. As before, a copy of this correspondence will be placed

on the staff member's personal file and kept confidential in accordance with the General Data Protection Regulations 2018.

### **3. Formal Action Stage Three**

#### **Dismissal**

If performance has not substantially improved within the time period specified in Stage Two and alternative employment is inappropriate or unavailable, the staff member may, after full consideration of the relevant evidence and supporting documents, be liable to dismissal. The staff member will be invited to attend a meeting under this capability procedure to discuss his/her performance. The procedure and details given will be the same as for Stages One and Two. If no mitigating circumstances or new evidence is found as a result of the meeting, the line manager will liaise with the General Manager to discuss potential dismissal of the staff member. Provided that the General Manager is satisfied that the procedure has been fairly and correctly followed, he/she will authorise dismissal. The decision to dismiss will be confirmed to the staff member in writing within two working days of the capability meeting, giving reasons for the dismissal and stating the appropriate period of notice or pay in lieu of notice.

#### **Appeals**

All staff may appeal against a decision taken at any formal stage of the capability procedure. The appeal procedure provides for a one-stage appeal to the General Manager. During appeal hearings, the member of staff will have the right to be accompanied by another colleague or trade union official. Staff will be given five working days from the date of receiving the formal confirmation letter, to register an appeal. The appeal must be in writing and should be addressed to the General Manager. The member of staff must set out the basis upon which he/she is making the appeal, together with any supporting evidence. An appeal will normally include one or more of the following issues, that:

- The member of staff was treated unfairly in some way;
- The decision taken was too harsh under the circumstances;
- The information or evidence considered was incorrect or incomplete;
- The capability procedure was not followed properly or was misapplied;
- The General Manager will hold the appeal, normally within 10 working days of receipt of the appeal submission;
- The appeal decision, which will be final, will be communicated to the staff member within 3 working days of the appeal hearing and will be confirmed in writing within 5 working days.

Where an appeal is completely successful and action set aside, all details will be completely removed from the staff member's personal file. In the case of a dismissal being overturned, the staff member will be re-instated with no loss of service, together with repayment of any loss of remuneration.

### **Capability Procedure (Sickness Absence)**

#### **General Principles**

Staff who are away from work because of sickness or absence must conform to the sickness absence reporting procedure. Staff who fail to comply with the notification or certification procedures, or otherwise abuse the Club's rules on attendance/sickness, will be dealt with

under the normal disciplinary procedure.

The Club will investigate all unexpected absences and staff will be asked to give an explanation. If after investigation, it appears that there are no acceptable reasons for a member of staff's absence, the matter will be treated as a conduct issue and dealt with under the formal disciplinary procedure. The sickness absence capability procedure will operate where the line manager establishes that:

- The staff member's attendance record is significantly worse than the Club norm, using the Bradford factor (see absence procedure) is in excess of 199 or it creates a particular operational difficulty (see short-term absences, below); *or*
- The staff member's absence has gone on for a considerable length of time (see long term ill health below);
- The Club will treat cases of genuine sickness with sensitivity, understanding and in accordance with the provisions of the Disability Discrimination Act 1995. However, sickness absence has a detrimental effect upon the service that the Club is able to provide, and review periods will normally be set at one-month intervals.

In cases of staff that might be considered disabled within the meaning of the Disability Discrimination Act 1995, the Club will consider what reasonable adjustments to the job or working environment could be made, to accommodate both short-term and long-term requirements.

### **Frequent or Persistent Short Term Absences**

Where appropriate and after an initial assessment of the problem, the line manager will request the staff member to attend an interview. A work colleague or a Trade Union representative may accompany the staff member. The interview will aim to:

- Identify the frequency and reason for the absences and ensure that the staff member is aware that their absence is giving cause for concern.
- Advise the staff member to seek proper medical attention if there is an underlying medical problem. The Club may require a medical report from the staff member's GP or the Club's medical advisors, if appropriate, to establish the likelihood of an improvement in the staff member's health and subsequent attendance.
- Inform the staff member that their persistent short-term absences are unacceptable and places their continued employment at risk.
- Give consideration to any personal problems and possible ways of helping to resolve them.
- Agree a reasonable period of time over which the staff member's attendance can be assessed.
- Indicate that if the staff member fails to meet the standards required (standard or targets will be specified), the next step will be the consideration, and possible implementation of the disciplinary procedure, which will follow the same lines as that for a conduct matter.

A letter will be sent to the staff member confirming the actions to be taken and specifying what will happen if attendance is not improved. If, after the issuing of a final written warning as under the formal procedure for dealing with conduct, the staff member's attendance record does not improve, the Club may, unless we have reasonable grounds to believe that there will be an improvement in the foreseeable future, take a decision to dismiss the staff member.

Such a decision will be explained to the staff member and a final period of review laid out in which the required standard must be met.

### **Long Term Ill Health**

During any period of sickness absence, the Club may ask the staff member to attend a meeting on work premises, during which they may be accompanied by a work colleague or a Trade Union representative. We reserve the right, if the member of staff is too unwell to come to the office, to visit the staff member at their home.

In cases of long term ill-health absence the line manager (if appropriate) will:

- Seek to establish the reasons for absence and its likely duration.
- Seek to establish the likelihood of an improvement and subsequent attendance.
- Consider offering suitable alternative employment (at the appropriate grade and salary) or a shorter working week, if this will enable the staff member to return to work.
- Explain to the staff member the difficulty their long-term absence puts on the operational needs of the organisation/department.
- Set a date at which a review (if appropriate) will take place if the staff member is still unable to return to work.

Staff may be requested to allow the Club, to contact their doctor in order to establish the likely length of absence and the long-term effects on capability in relation to job performance and attendance at work. Alternatively or in addition, staff may be asked to see a doctor appointed by the Club, to enable a medical report to be prepared. A letter will be sent to the staff member, confirming the facts and the actions to be taken. The staff member's condition will be reviewed on the set review date, and (if appropriate) the Club will require the staff member to submit to an independent medical examination and, subject to any necessary written consent, will receive access to any report created as a result of that examination, or to his/her medical records.

A further review will be set up to consider the medical report and what the most appropriate course of action is. This may be:

- Further medical records
- Further review period
- Dismissal

All staff may appeal in writing against any decision to dismiss: the appeal process will be the same as that for general capability matters.

### **Internal Promotions**

Where the Employee is promoted, the consequences of failing to meet the standards required of the job should be explained. In some cases, the Employee will be promoted on the basis of a probationary period with the condition that the Club has the right to transfer or downgrade should the Employee fail to satisfy his/her immediate manager that he/she is competent in the promoted post. In other cases, the 'promoted' member of staff will remain on the same grade and salary for the duration of the probationary period and will receive an 'acting up' allowance during such time. If the probationary period is not confirmed, the Employee will not transfer to the higher grade.

## **39. \*Grievance Procedure**

<https://www.gov.uk/solve-workplace-dispute/formal-procedures>

### **Grievance Procedures and Complaints**

If there is any matter relating to your work, or with the people with whom you work, with which you are unhappy you must discuss such issues with your line manager or Head of Department as soon as possible. You may either do this informally on a one to one basis, or you may wish to be accompanied by a colleague or an accredited lay official of a Trade Union. It is hoped that minor complaints can be settled informally by talking to the person involved. However, should this not be possible, the Club has put in place the following procedure.

### **Procedure**

This procedure has been drawn up to establish the appropriate steps to be followed when pursuing or dealing with a grievance. It is in line with the ACAS Code of Practice.

### **The Standard Procedure**

#### **Step 1: Statement of Grievance**

The employee must set out the grievance in writing and send the statement or a copy of it to the Head of Department or Senior Club Manager.

#### **Step 2: Meeting**

The Manager must invite the employee to attend a meeting to discuss the grievance. The meeting must be held ideally within five working days of the grievance being raised.

- Employees must take all reasonable steps to attend the meeting.
- Employees have the right to be accompanied at the meeting.

After the meeting, the Manager must inform the employee of their decision as to their response to the grievance and notify them of the right of appeal against the decision if they are not satisfied with it. The Manager will aim to respond to the grievance in writing within five working days of the grievance hearing. If it is not possible to respond within this time period, the employee will be given an explanation for the delay and be told when a response can be expected.

#### **Step 3 Appeal**

If the employee does wish to appeal, they must inform the Manager. Such an appeal must be in writing and be sent within 7 days of the previous meeting. If the employee informs the Manager of their wish to appeal, the Manager must invite them to attend a further meeting. Where reasonably practicable, the appeal should be dealt with by a more senior manager than attended the first meeting (unless the most senior manager attended that meeting). The employee must take all reasonable steps to attend the meeting. Employees have the right to be accompanied at the appeal meeting. After the appeal meeting, the Manager must inform the employee of their final decision. The Appeal stage shall be the final stage of the grievance procedure and this decision shall be final.

### **Complaint Against a Member of the Club**

Should you have a complaint against a member it is important to raise the issue with your immediate supervisor as soon as possible. Do not be tempted into an argument with a member. Should this situation arise, immediately call upon your line manager, supervisor or the Club Duty Manager and let that person speak with the member to determine the complaint or grievance. Should the case be of a serious nature then the General Manager of

the Club will notify the President and a decision on what further action will be taken will be considered.