Livingston Village Out of School Care Project

Little Villagers

Appendix 1

# Appendix 1

Contents

[Appendix 1 1](#_Toc262124025)

[Livingston Village Out of School Care Project - Statement of Particulars of Employment 1](#_Toc262124026)

[Livingston Village Out of School Care Project - Grievance Procedure 8](#_Toc262124027)

[Livingston Village Out of School Care Project - Capability Policy 9](#_Toc262124028)

[Livingston Village Out of School Care Project - Whistleblowing Policy 10](#_Toc262124029)

[Relevant Legislation 12](#_Toc262124030)

[Livingston Village Out of School Care Project - Absence Policy 12](#_Toc262124031)

[Livingston Village Out of School Care Project - Disciplinary Procedure 15](#_Toc262124032)

# Livingston Village Out of School Care Project - Statement of Particulars of Employment

This document sets out the principle terms and conditions of employment and incorporates the written particulars required by the Employment Rights Act 1996 and constitutes the Contract of Employment between The Employer and The Employee.

|  |  |
| --- | --- |
| 1. **The Employee** | **Insert name of employee**  (Hereafter referred to as “the Employee”) |
| 1. **The Employer** | Livingston Village Out of School Care Project (LVOOSCP)  Livingston Village Primary School  Kirkton Road North, Livingston, EH54 7EQ  (Hereafter referred to as “the Employer”) |
| 1. **Date of Commencement of Employment** | **Insert date** |
| 1. **Date of Commencement of Continuous Employment** | **Insert date** |
| 1. **Job Title** | **Insert Job Title**  The Employer may from time to time require you to undertake additional duties to meet the needs of the business. |
| 1. **Place of Employment** | Your normal place of work is at the Livingston Village Out of School Care Project (address above).  The Employer reserves the right to change this place to any other place within Livingston or West Lothian. |

**Payment Details**

|  |  |
| --- | --- |
| 1. **Salary** | Your rate of pay will be £**Insert** per hour. |
| 1. **Payment Schedule** | Your salary is paid by credit transfer in equal monthly instalments in arrears on the 28th of each month and will be subject to tax and national insurance deductions.  If a mistake is made in the payment of any monies due, the Employer expects to be notified immediately and any error with be corrected at the next available opportunity. |
| 1. **Increments** | Salaries are reviewed on an annual basis and increments, where due, will be paid in August of each year. |
| 1. **Deductions** | For the purposes of the Employment Rights Act 1996 and otherwise you hereby authorise the Employer at any time during the Employment and upon its termination to deduct from your salary (which for this purpose includes basic salary, pay in lieu of notice, holiday pay and sick pay) any sums owed by you to the Employer including (but not limited to):-   * Any overpayment to you of salary or expenses; * any excess of holiday taken over entitlement; * any excess of sick pay received over entitlement; * any damage to company equipment as a result of negligence;   In the event of such sums being due to the Employer on the termination of your employment and if your final salary is insufficient to allow for the whole of any such deduction, you will be required to repay the outstanding amount due to the Employer within one month of the date of your termination of employment. |

**Working Arrangements**

|  |  |
| --- | --- |
| 1. **Hours of Work** | Your normal hours of work are **Insert** hours per week.  These hours will be worked on a rota basis between 7.30 a.m. and 6.15 p.m., Monday to Friday, over a 52 week period. The exact working hours are agreed with the Employer.  You may, however, be required to work flexible or additional hours from time to time to meet the Employer’s requirements. |
| 1. **Overtime** | Overtime will be arranged by mutual consent and will be paid at your normally hourly rate up to 40 hours per week. Any hours worked in excess of 40 hours will be paid at time plus a third. |
| 1. **Probation** | Your employment is subject to an initial 13 weeks probationary period.  This period may be extended by up to a further 13 weeks at the Employer’s discretion if the Employer considers it appropriate. You will be advised of the reasons why and whether any improvements in standards are required before permanent status is confirmed in writing. |

**Leave Entitlement**

|  |  |
| --- | --- |
| 1. **Leave Entitlement** | Your annual leave entitlement is **Insert hours** which equates to 5.6 weeks leave at xx hours per week. This includes a provision for public holidays.  The Employer closes for 7 days per annum which are Good Friday, Easter Monday, May Day, Christmas Day, Boxing Day, New Year’s Day and 2nd January. Where any of these days fall on one of your working days, you will be required to take this day as leave.  All other annual leave must be agreed in advance with the Play Coordinator or the Management Committee. |
| 1. **Leave Year** | The holiday year runs from April to March. |
| 1. **Additional Discretionary Leave** | Any additional leave which is given is at the discretion of the Employer and does not form part of any contractual entitlement to annual / public holiday entitlement. |
| 1. **Carrying Forward Leave** | Any unused holiday cannot be carried forward therefore it is the Employee’s responsibility to ensure that all holiday entitlement is used. |
| 1. **Mid-Year Joiners** | Any new employee joining part way through the Leave Year will receive a pro-rated annual leave based on 1/12th for each month worked up to the end of the Leave Year. |
| 1. **Mid-Year Leavers** | Where employment terminates during a holiday year, your entitlement to holiday pay will be calculated on a pro rata basis based on each completed month of service prior to termination and will be made at the rate of one day’s pay for each untaken day.  Where, on termination, an employee has taken annual leave in excess of their entitlement, the employee will be required to repay the excess sum due to the Employer.  The Employer reserves the right to require employees to take any unused holidays prior to termination. |
| 1. **Special Leave** | Special leave of absence may be granted at the discretion of the Employer with or without pay. Requests should be submitted giving as much notice as possible. |
| 1. **Maternity/Parental Leave** | Where an employee or their partner becomes pregnant the employee should contact the Play Co-ordinator or the Management Committee to establish their entitlement to occupational and/or statutory benefits.  Parental leave will be granted in accordance with legislative requirements. |

**Sickness Absence**

If you are absent through illness you must arrange to notify the Employer before your normal start time giving the reason and an indication of when you hope to return to work. You will be required to complete a self-certification form for all absences up to 7 calendar days. For absences longer than 7 calendar days you must submit a medical certificate to the Employer on the 8th calendar day and thereafter at regular intervals until you return to work.

The Employer operates a discretionary sickness pay scheme under which payments are made during periods of illness.For employees with 1 year’s service or more, 5 days of absence in a rolling 12 month period will be paid at normal rate of pay.

The Company is also required to pay Statutory Sick Pay (SSP) for certain periods of absence. Payment may be made to eligible employees for periods of absence of four days or more. There is a maximum payment of 28 weeks payment for one period of incapacity.

Any payments made are subject to following the above absence notification procedures, attending a medical investigation if requested to do so and authorising your GP to prepare a medical report for disclosure to the Employer if requested to do so.

**Termination of Employment**

The following provisions apply to voluntary termination of employment. All notice of termination of employment must be provided in writing to your manager.

|  |  |  |
| --- | --- | --- |
| **Continuous Service** | **Minimum Period of Notice – Employee (Working Weeks)** | **Minimum Period of Notice – Employer (Working Weeks)** |
| 1 week to 12 weeks  (probationary period) | 1 week | 1 week |
| 12 weeks – 4 years \* | 4 weeks | 4 weeks |
| 4 years – 12 years | 4 weeks | 1 week’s notice for each completed year of service |
| 12 years or more | 4 weeks | 12 weeks |

\*Except for employees that have not successfully completed their probationary period

The Employer reserves the right to terminate your employment immediately by paying basic salary in lieu of the required period of notice. Any such payment will be made net of tax and statutory deductions.

The Employer shall be entitled to terminate your employment summarily i.e. without notice or pay in lieu of notice if you are guilty of any type of gross misconduct for example dishonesty, gross negligence or if you commit any serious material breach of your contract of employment.

**Retirement**

The normal retirement age for an employee shall be the age of 65. However, the Employer has a duty to consider requests from employees to work beyond that age. Any request to do so should be made as soon as possible after your 64th birthday and more than 6 months before your 65th birthday.

**Pension**

There is currently no company pension scheme in operation.

**Health & Safety**

You are required to comply with the Employer’s Health & Safety rules in force and it is your legal duty to take any reasonable steps to safeguard your own heath and safety and that of your colleagues and others affected by your work. You are also required to undertake the responsibilities of Health & Safety that are applicable to your post.

|  |  |
| --- | --- |
| **Smoking Policy**  The Employer is committed to providing a healthy environment for employees within its facilities. It is the policy of the Employer to prohibit smoking throughout the Little Villagers Out of School Care Project premises and in any vehicles. Breach of this policy may also attract penalties under criminal law. | |
| **Personal Data**  You hereby consent to the collection and processing of personal data (which may include items of 'sensitive personal data' and 'personal data' as defined in the terms of the Data Protection Act 1998) by the Employer in relation to you and in connection with your employment.  You understand that the processing of all such personal data by the Employer will be subject to and in accordance with the provisions of the Data Protection Act 1998 and subsequent amendments. | |
| **Equality and Diversity**  Livingston Village Out of School Care Project is an Equal Opportunities Employer and is committed to ensuring it is free from any discrimination or harassment on the grounds of age, race, colour, culture or national origins, disabilities, gender, gender re-assignment, marital status, religion, religious belief, lesbian or gay sexual orientation, political beliefs, HIV status, or trade union membership / activities. | |
|  |  |
| **Training** | |
| You will be expected to attend relevant training courses during the course of your employment. Any training (and associated expenses) which has been approved by the Management Committee will be paid for by the Employer. | |
| **Confidentiality**  You shall not during your employment (except in the proper performance of your duties) nor at any time after its termination use for your own purposes or for any purposes other than those of the Employer, or divulge to any person, corporation, company or other organisation whatsoever any Confidential Information belonging to the Employer or relating to its affairs or dealings which may come to your knowledge during employment.  "Confidential Information" means:   * Information relating to the children and their families who are members of LVOOSCP; * information relating to the business, finances, transactions and affairs of the Employer for the time being confidential to the Employer; * information relating to the business, finances, dealings, transactions and affairs of any supplier or customer of the Employer; and * information in respect of which the Employer is bound by an obligation of confidentiality to a third party.   This restriction shall cease to apply to any information or knowledge that may come into the public domain before or after the termination of your employment other than as a result of unauthorised disclosure by you to any third party.  Any breach of confidentiality relating to the provisions of this clause will be considered a breach of discipline and may lead to action being taken under the Employer’s Disciplinary Procedure.  All records, documents and other papers together with any extracts made oracquired by you in the course of your employment shall be and shall remain the property of the Employer and must be returned on the termination of your employment. | |
| **Computer, Email & Internet Access**  The Employer reserves the right to monitor your use of the telecommunication and computer systems supplied by the Employer, including your use of emails, the internet, telephone and facsimile for the purposes of ensuring that the telecommunications and computer systems are being used for business purposes, in relation to the detection of crime or in relation to disciplinary matters. By signing this Contract, you consent to such monitoring. | |
| **Grievance Procedure**  If you have a grievance relating to your employment with LVOOSCP you should in the first instance speak to your manager. Copies of the Employer’s Grievance Procedure are available from the Play Co-ordinator or the Management Committee. | |
| **Union Membership**  You have the right to join a Trade Union of your choice and to take part in its activities. There are no collective agreements in force relating to your employment. | |
| **Variation**  The Employer reserves the right to make reasonable changes to any of your terms and conditions of employment subject to prior consultation with you. Changes to your terms and conditions of employment will be notified to you in writing before the date upon which they come into force. | |
| **Governing Law**  This Agreement will be governed by and construed in accordance with the law of Scotland and the parties hereto submit to the exclusive jurisdiction of the Scottish courts. | |

|  |  |
| --- | --- |
| Signature on behalf of the Employer: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

I agree to the terms and conditions of employment contained herein.

|  |  |
| --- | --- |
| Signature: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

# Livingston Village Out of School Care Project - Grievance Procedure

Livingston Village Out of School Care Project encourages open and honest communication between all employees. LVOOSCP recognises that members of staff may sometimes have complaints about work-related matters and that misunderstandings related to work may occur. LVOOSCP is committed to resolving these issues quickly and fairly and informally where possible.

From time to time employees may seek to redress grievances relating to the workplace where an informal approach is inappropriate or has been unsuccessful. The grievance procedure should be followed to ensure that grievances are raised, addressed and resolved swiftly and in a fair and consistent manner.

There are 3 stages in the grievance procedure:

**Stage 1**

You should set out your grievance in writing and send the statement to the Chair of the Management Committee. If there are any documents or letters that are relevant to the grievance you should include copies of them.

**Stage 2**

A member of the Management Committee will invite you to a meeting to discuss the grievance. You have the right to be accompanied at this meeting by a colleague or by a trade union official. After the meeting any further investigations required will be conducted. In certain circumstances it may be appropriate to appoint an external Investigation Officer to conduct the investigation.

On completion of their investigation, the manager who heard your grievance will write to you to inform you of LVOOSCP’s response to your grievance. If your grievance is not upheld, the reasons for this will be explained.

**Stage 3**

If you wish to appeal against LVOOSCP’s response to your grievance you should write to the Chair of the Management Committee within 5 working days stating the basis for your appeal.

A member of the Management Committee who has not previously been involved in the case will hear the appeal and you will be notified in writing of the outcome of your appeal. You have the right to be accompanied at this meeting by a colleague or by a trade union official.

The decision of the person hearing the appeal will be final.

Every effort should be made by all involved in the grievance procedure to progress the matter as quickly as possible and seek a resolution within 10 working days.

|  |  |
| --- | --- |
|  |  |

*This policy does not form part of your Contract of Employment with Livingston Village Out of School Care Project and LVOOSCP reserves the right to make additions or alterations to the policy from time to time and, where this happens, you will be notified of any such changes*

# Livingston Village Out of School Care Project - Capability Policy

Livingston Village Out of School Care Project recognises the commitment from our employees to achieving and maintaining an acceptable standard of performance.

It is our view that the majority of employees are competent and effective in the performance of their day to day duties. However, from time to time there are gaps between the requirements of the role and the level of performance. In these circumstances LVOOSCP has a responsibility for supporting you by setting realistic and measurable standards of performance, for explaining these standards and providing support to achieve the standards set.

This document sets out the procedure to be followed where your performance falls short of required standards due to lack of capability. Separate procedures apply where poor performance is due to [conduct](http://newone.thus.net/system/galleries/download/msdsupport/pol801.pdf) or [absence](http://newone.thus.net/system/galleries/download/msdsupport/pol808.pdf).

There are 2 stages in the capability procedure:

**Informal procedure**

If the Play Co-ordinator has concerns about your performance they will raise these with you informally in the first instance. They should explain where you are not meeting the expectations of your job, and provide you with examples. You will have the opportunity to comment on the areas that have been identified.

You should work together to identify possible causes and prepare a development plan as well as a timescale to resolve the issues. It is important to be open and honest in these discussions and to identify any areas where you feel you need support or training. This will enable LVOOSCP to support you in ensuring that you are able to perform your role to a high standard.

The development plan and timescales will be confirmed to you in writing and put in your personal file.

During the informal procedure there are a range of possible outcomes including:

* continuing with an informal approach
* reviewing the duties, responsibilities, reporting line or other aspects of your job
* providing appropriate training or development opportunities

If the cause of the performance gap is health related, LVOOSCP will give appropriate consideration to reasonable adjustments which may be required.

Following a satisfactory outcome to the use of the informal procedure, the matter will be considered resolved.

In the event that the informal approach does not resolve the issue, then you will move into the formal stage of the Capability Procedure.

**Formal Procedure**

If your performance still does not meet acceptable standards, and the informal procedure outlined above has not succeeded in addressing the problem, a formal meeting will be arranged with you to discuss the issues. The outcome of this meeting could result in action under the LVOOSCP Disciplinary Procedure.

*This policy does not form part of your Contract of Employment with Livingston Village Out of School Care Project and LVOOSCP reserves the right to make additions or alterations to the policy from time to time and, where this happens, you will be notified of any such changes.*

# Livingston Village Out of School Care Project - Whistleblowing Policy

At Livingston Village Out of School Care Project we believe in demonstrating a strong set of values and ethical principles in our dealings with the children who attend Little Villagers, their carers and each other. The purpose of this policy is to provide a framework under which members of staff feel that it is safe and acceptable to raise concerns about unacceptable behaviour/malpractice without the fear of reprisal or victimisation.

This policy covers instances of malpractice by all employees and agencies employed by Livingston Village Out of School Care Project or working on LVOOSCP business and includes but is not limited to:

* Criminal offences
* Concerns about health and safety
* Financial irregularities, including fraud or suspected fraud, or irregularities in Financial Reporting
* Environmental damage
* A miscarriage of justice
* Improper conduct or unethical behaviour
* Failure of LVOOSCP to comply with a legal duty
* Attempts to suppress or conceal any information relating to any of the above

It does not cover personal grievances concerning an individual's terms and conditions of employment or other aspects of the working relationship, complaints of bullying, harassment or disciplinary matters. These are dealt with under the appropriate existing procedures.

**Who Can Raise Concerns**

Any member of staff who has a reasonable belief that there is serious malpractice relating to any of the matters outlined above may make a disclosure in line with the procedure detailed below. The disclosure may relate to another member of staff or a group of employees. The person making the disclosure should ensure that it is made without malice and in good faith and must have a sound belief that the allegations made are true. If an employee does not act in good faith or makes an allegation without having reasonable grounds for believing it to be substantially true or for malicious reasons then he/she may be subject to disciplinary action.

LVOOSCP encourages colleagues to put their name to any allegations unless there are exceptional circumstances which would make this inappropriate. Concerns expressed anonymously are much less credible but will be considered at the discretion of an appropriate member of the Management Committee, taking into account:

* The seriousness of the issue raised
* Credibility of the concern
* The likelihood of confirming the allegation from reliable sources

It is recognised that it may be difficult for employees to bring forward allegations of malpractice against other colleagues. LVOOSCP will ensure that any disclosure is taken seriously and will take all reasonable steps to prevent the colleague making the disclosure from being victimised for doing so.

**Making a Disclosure**

As a first step you should make the written disclosure to a member of the Management Committee. They will advise you of the appropriate next steps to be followed.

The written statement should include:

* The background and history of the circumstances giving relevant dates
* The reason why the issue is giving you particular cause for concern
* The extent to which the you have personally witnessed or experienced the problem (provide documentary evidence where possible)
* The identity of the person(s) involved

Within 10 working days of a disclosure being raised, LVOOSCP will acknowledge that the disclosure has been received, provide an update on likely next steps and offer support to the colleague who raised it where appropriate.

**Investigation**

All investigations carried out as a result of a disclosure will be conducted as sensitively and quickly as possible. The investigation will be conducted by a member of the Management Committee. Once the investigation is complete, it will be decided if there is a case to answer. As the person who raised the disclosure, you will be kept informed at all times.

Where disclosure is made against an individual or group of employees, they will be advised at an early stage of the disclosure and provided with the evidence supporting it. They will then have an opportunity to respond.

**Escalation Process**

If you are not satisfied with the response to your disclosure and still reasonably believes that the information disclosed and any allegation contained in it is substantially true, then you can escalate the disclosure to an appropriate external body such as:

* The Care Commission
* A member of parliament
* A legal advisor
* Other bodies or persons (if any) prescribed by the Secretary of State under Section 43(f) of the Employment Protection Act 1996 as amended by Section 1 of the Public Interest Disclosure Act 1998

If you make an external complaint in good faith to any prescribed body or person after exhausting this policy, you will be protected against victimisation or any other adverse treatment.

**Protection against Retaliation**

As a consequence of making a disclosure LVOOSCP recognises that it has an obligation to ensure that a member of staff who make a disclosure without malice and in good faith is protected, regardless of whether the concern raised is upheld. If you feel that you have suffered adverse treatment as a result of making a disclosure, you should submit a formal complaint under the LVOOSCP’s Grievance Procedure. Where it appears that there are reasonable grounds for making the complaint, the onus will be on the person against whom the complaint of adverse treatment has been made to show that the actions taken were not in response to the disclosure made.

### Relevant Legislation

This policy is written in line with the **Public Interest Disclosure Act 1998** which aims to promote greater openness in the workplace and **The Employment Protection Act 1996** which protects “whistleblowers” i.e. those making a serious allegation of malpractice, from detrimental treatment.

*This policy does not form part of your Contract of Employment with Livingston Village Out of School Care Project and LVOOSCP reserves the right to make additions or alterations to the policy from time to time and, where this happens, you will be notified of any such changes.*

# Livingston Village Out of School Care Project - Absence Policy

Livingston Village Out of School Care Project recognises that, from time to time, members of staff will be unable to attend work due to ill health and is committed to dealing with absence in a fair, supportive and consistent manner.

Equally, LVOOSCP recognises that poor levels of attendance impact on the provision of a high standard of care to the children attending Little Villagers and are committed to monitoring and managing unacceptable levels of absence.

**Absence Notification Procedure**

If, for any reason, you are unable to attend work, you need to follow the LVOOSCP’s absence notification procedure.

* On the 1st day of absence, you must personally telephone the Play Co-ordinator as early as possible to advice them that you are unable to attend work. This should take place at least 30 minutes before your scheduled start time. During this call you should let LVOOSCP know the reason for the absence and the likely time you will return to work. A text message is not an acceptable way of letting LVOOSCP know you are unfit to attend work.
* You should contact LVOOSCP every day you are scheduled to work unless you have agreed otherwise with the Play Co-ordinator. If you are covered by a medical certificate (fit note), you should contact the Play Co-ordinator prior to the expiry of this note to let them know what your intentions are with regard to returning to work.
* If you have a fit note from your GP, this should be sent to the Play Co-ordinator as soon as possible.
* LVOOSCP reserves the right to contact you at any time during your absence to discuss your absence and your return to work.
* Failure to follow this notification procedure could result in disciplinary action and / or suspension of pay.

**Discretionary Sick Pay Scheme**

Livingston Village Out of School Care Project operates a discretionary sick pay scheme under which payments are made during periods of illness. Any payments made are subject to you following the correct absence notification procedures.

Each employee with more than 1 year’s service with LVOOSCP is entitled to full pay for up to 5 days sickness in each rolling 12 month period providing that absences over 7 calendar days are supported by a fit note. For absences in excess of 5 days (or any during your first year of employment) you will receive your entitlement to Statutory Sick Pay.

**Return to work discussions**

When you return to work from any absence (excluding holidays) the Play Co-ordinator will hold a discussion with you on the first day of your return to work or as soon as reasonably practicable after that to discuss your recent absence. If your absence has been for longer than 7 calendar days, you will need to provide a fit note from your GP. The Play Co-ordinator will also discuss any adjustments required to help your return to work.

**Short Term and Unauthorised Absence**

We take seriously our responsibility to manage unauthorised and persistent short term absence and this can result in action being taken under the LVOOSCP Disciplinary Procedure. Unauthorised absences are when you fail to turn up for work and do not follow the absence notification procedure. If your manager cannot establish contact with you, they can suspend your pay. Continued failure to make contact with the LVOOSCP could result in your employment being terminated.

Short term absence is characterised by regular, ad hoc days off work. These absences normally are for less than 7 days and do not require a medical certificate (fit note). As a guide, 3 or more occasions of absence over a 12 month period would be regarded as a persistent absence.

Frequent or persistent absence will be investigated by the Play Co-ordinator or Management Committee and you may be asked to attend an appointment with an Occupational Health Adviser and to allow LVOOSCP to contact your GP/Consultant for specialist medical advice. If there is no acceptable cause found for your absences, the matter may be managed under the LVOOSCP Disciplinary Procedure.

**Long Term Absence**

We take seriously our responsibility to support employees with genuine long term health problems and will make every effort to help you to return to work.

‘Long term absence’ is a period of sickness which lasts longer than four weeks. Where it is identified that there is a long term or recurring health problem, we will seek to support you and, where practical, make reasonable adjustments to the workplace in order to assist your return to work. You may be asked to attend an appointment with an Occupational Health Adviser and to allow LVOOSCP to contact your GP / Consultant for specialist medical advice.

Where all options for adjustments or alternative roles have been investigated and the likelihood is that you are still unable to return to work, or where it is no longer possible to hold open your position, we may write to you to advise you of the likelihood of dismissal. Any decision to dismiss you on the grounds of ill health will be managed in accordance with LVOOSCP’s disciplinary procedure.

**Occupational Health Referral/GP Contact**

There is no compulsion on you to attend any Occupational Health referral meeting, or to allow LVOOSCP to contact your GP/consultant for medical advice. However, should you refuse you should be aware that any decisions about your ongoing employment with LVOOSCP will be made with the facts available at the time.

**Time Off for Appointments**

It is preferable that you try to organise doctors, hospital and dentist appointments in your own time. If this is not practical then appointments should be made as near to the start or the end of the working day as is possible. You may be asked to provide proof of these appointments and you may be required to take the time as holiday or unpaid leave.

*This policy does not form part of your Contract of Employment with Livingston Village Out of School Care Project and LVOOSCP reserves the right to make additions or alterations to the policy from time to time and, where this happens, you will be notified of any such changes.*

# Livingston Village Out of School Care Project - Disciplinary Procedure

Livingston Village Out of School Care Project recognises the commitment from our employees who work hard in a professional manner, maintaining a high standard of conduct at all times. However, from time to time an individual may fall below the required standards.

As an organisation, we are committed to providing a fair, consistent and professional approach to dealing with these situations and, wherever possible, minor cases of misconduct will be dealt with informally through coaching and counselling by the Play Co-ordinator or a member of the Management Committee.

Where the situation is not resolved informally, or through mediation, or where the issue is of a more serious nature, we will follow a clear set of guidelines for dealing with issues which may result in disciplinary action.

There are 4 stages in the disciplinary procedure:

**Stage 1 – Establishing the Facts**

If any allegations of misconduct are made against a member of staff, a full investigation into the matter will be carried out by the Play Co-ordinator or a member of the Management Committee.

Following a full investigation, the Investigating Manager will set out in writing the alleged conduct issues which led to the investigation. You will be provided with a summary of the findings of the investigation together with relevant documentary evidence and any witness statements.

In certain circumstances, for example allegations of gross misconduct or where there may be risks to other colleagues, pupils, property or business interests, a brief period of suspension with pay may be appropriate whilst the investigation is conducted. A decision to suspend can only be made in consultation with the Chair of the Management Committee.

You will then be invited to a disciplinary hearing to discuss the matter. You will be given details of the date, time and place of this meeting and given details about your right to be accompanied at the meeting.

**Stage 2 – Disciplinary Hearing**

The disciplinary hearing will normally be conducted by the Play Co-ordinator or a member of the Management Committee. You have the right to be accompanied at this meeting by a colleague or by a trade union official. During this meeting the facts of the case will be put to you and you will have the opportunity to present your version of events and answer any points raised.

**Stage 3 – Decision**

At the conclusion of the hearing you will be informed of the decision and whether any disciplinary action will be taken. You will receive a letter confirming the decision and providing you with details of how to appeal against the decision if you believe it to be unfair.

Depending on the nature and severity of the issue, the Management Committee may take a number of disciplinary sanctions:

**Verbal Warning**

If the issue is a first infringement or a minor misconduct, it is likely you will receive a verbal warning. You will be given details of the improvement or changes in behaviour required and the timescales for achieving these.

A copy of the verbal warning will be kept on record for six months and disregarded for disciplinary purposes after that period.

**Written Warning**

If the offence is sufficiently serious, or there is a failure to improve within six months of the first written warning you will receive a final written warning. You will be given details of the improvement or changes in behaviour required and the timescales for achieving these.

If the outcome of the meeting is a written warning this will be kept on record for twelve months and disregarded for disciplinary purposes after that period.

**Dismissal (with notice)**

If there is a further failure to improve in the timescales identified as part of the written warning, you may be dismissed from Livingston Village Out of School Care Project.

Dismissal as a result of staged disciplinary action means you will be paid for your contractual period of notice.

**Summary Dismissal (without notice)**

If you commit an extremely serious disciplinary offence (known as Gross Misconduct) LVOOSCP may dismiss you without prior warnings and without notice.

If you are alleged to have carried out such an act of gross misconduct you will be suspended on full pay whilst LVOOSCP carries out an investigation into the alleged offence.

If, after investigation, it is confirmed that you have committed an act of gross misconduct the normal consequence will be dismissal without notice or payment in lieu of notice.

Some examples of offences which constitute gross misconduct are (this list is not exhaustive):

* unlawful or inappropriate conduct towards or relating to a child or other vulnerable person
* wilful refusal or failure to carry out a reasonable management instruction
* serious breaches of security or confidentiality
* dishonesty, theft or fraud
* malicious damage
* conduct likely to bring LVOOSCP into disrepute either in/outside of the School
* fighting, assault on another person
* serious incapability through alcohol or illegal drugs
* actions which endanger other peoples safety
* falsification or unauthorised removal of company records or property
* serious or persistent bullying
* a serious act of insubordination
* conviction of a criminal offence considered potentially damaging to LVOOSCP or preventing the individual from doing their job
* any act of unlawful discrimination including race, sex, gender, marital status, sexual orientation, religion, or belief, disability or age against any person during the course of employment
* any act or behaviour constituting any form of unlawful harassment or victimisation, including harassment or victimisation on the grounds of race, sex, gender, marital status, disability, sexual orientation, religion or belief or age;
* unauthorised use of the LVOOSCP’s Internet and e-mail connections or other electronic media services

**Stage 4 - Appeal**

If you wish to appeal against any disciplinary action you should write to the Chair of the Management Committee within five working days stating the basis for your appeal.

A member of the Management Committee who has not previously been involved in the case will hear the appeal and you will be notified in writing of the outcome of your appeal. You have the right to be accompanied at this meeting by a colleague or by a trade union official.

The decision of the person hearing the appeal is final.

*This policy does not form part of your Contract of Employment with Livingston Village Out of School Care Project and LVOOSCP reserves the right to make additions or alterations to the policy from time to time and, where this happens, you will be notified of any such changes.*