

ELSHAM GOLF CLUB



Employment

Policies and Procedures

Manual



Introduction

This Employment Policies and Procedures Manual is the property of Elsham Golf Club. It supersedes and replaces all previous policy and procedural documents relating to the same employment areas. The policies and procedures that it describes are in place to meet the club's obligations within UK employment law, and to ensure the fair and reasonable treatment of its employees whilst meeting the demands of its business.

The main areas of employment at Elsham Golf Club are covered by this manual. Its purpose is to clearly define and communicate across a wide range of employment matters:

- The club's expectations of how employees conduct themselves and perform at work;
- Employees' entitlements and the steps to be taken when accessing them;
- The arrangements in place to ensure full compliance with employment law;
- The ways in which employment-related procedures are managed at the club; and
- The potential consequences of a failure to observe the described requirements.

The employment policies and procedures included in this manual have general application to all of the club's employees. They do not form part of the club's contract of employment with any of its employees unless otherwise stated. They are instead a non-contractual statement of rights and obligations in the relationship between the club and its employees. Where there is a conflict between the express, statutory or implied terms of an individual's contract of employment and any of the club's employment policies and procedures, the contract of employment will always take precedence.

Whilst every effort will be made to keep the contents of this manual current, there may be occasions when new legislation impacts on one or more of the policy areas. Where this is the case, the prevailing legislation must apply. The club reserves the right to review, modify, suspend or terminate any of its employment policies and procedures except where it would be unlawful or unreasonable to do so.



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1 Adverse Weather & Travel Disruption Policy

Purpose of the Policy

The purpose of this policy is to clarify what is expected of employees where there are difficulties involved in attending work as a result of adverse weather or other extreme circumstances outside of their control.

Scope of the Policy

This policy applies to all employees of the Golf Club. It provides for extraordinary situations where it becomes impossible or dangerous for the employee to travel to work because of:

- extreme adverse weather such as heavy snow;
- industrial action on transport networks;
- major incidents involving travel or public safety; or
- public health emergencies.

“Employees” shall mean not only employees of the club but also include all self-employed contractors, franchisees or licensees who operate from the club's premises and grounds including individuals employed by such self-employed contractors, franchisees or licensees.

Position of the Club

The Club appreciates the difficulties that some employees may face in such circumstances in travelling to work dependent on the location of their home to the work place. Employees should use their own reasonable judgement based on actual travelling conditions prior to undertaking their journey. However, the club must be in a position to operate its business as effectively as possible even in difficult circumstances. It is the duty of every employee to make all reasonable efforts to report on time to their place of work. Travelling difficulties caused by the location of an employee's home in relation to their place of work are primarily the responsibility of the employee. Failure to make an informed, reasonable attempt to attend the workplace may be classed as unauthorised absence. This policy explains the steps that employees should take when facing difficulties in attending the workplace due to adverse weather or other circumstances outside of their control.

Procedure for Employees

Employees who would have difficulty in these circumstances in reaching work either on time or at all must contact the club's general manager as early as possible and prior to their start time, to explain and discuss the situation. If the general manager is not available, then the employee should contact the next most senior individual in a position of responsibility at the club. If the



general manager agrees that the employee would have difficulty in reporting for duty on time and that all reasonable efforts have been made to do so, they may grant the employee authorised unpaid leave. This decision will take into account factors such as the distance the employee has to travel, local conditions in their area, the status of roads and public transport, and the efforts made by other employees in similar circumstances. Where changes in the weather or other external circumstances are possible, employees should check the situation throughout the day in case it improves. If conditions do improve sufficiently, the employee should make further contact with the general manager and attend work unless told otherwise. As a general principle, employees in these situations who arrive at their place of work late but where less than half the working day is lost, should not be asked to 'pay back' their time. The general manager also has the discretion to allow employees to leave early without detriment where they view this as being necessary to protect their health and safety having regard to individual circumstances. The general manager may also determine where an individual employee may be able to work from home or at an alternative place of work.

Absence and Pay

Where an employee is absent from work due to extreme weather or other serious disruptions, they will not generally be entitled to be paid for the time lost. Where half the normal working day or more is lost this will be treated as absence and the employee will only be entitled to be paid for time spent at work.

Absence, however, can be treated in a variety of ways. The employee should discuss the following options with their line manager, who retains overall discretion in the matter:

- treating the absence as annual leave;
- treating the absence as flexitime or time off in lieu;
- making up the lost hours within a reasonable time; and
- treating the absence as special unpaid leave.

If, in exceptional circumstances, the club decides to close the workplace, all affected employees will be paid as if they had worked their normal hours.

School Closures and Child Care

Adverse weather sometimes leads to school or nursery closures or the unavailability of a nanny or childminder. In cases such as these where childcare arrangements have been disrupted, an employee may have a statutory right to reasonable time off without pay.

Implications of the Policy

Employees who breach this policy may face disciplinary action on the grounds of misconduct.



2 Alcohol & Drugs Policy

Purpose of the Policy

The purpose of this policy is to clarify the club's non-tolerance of the unauthorised use of alcohol, illegal and non-prescribed drugs during working hours and of employees being under the influence of any of the same whilst in the workplace.

Scope of the Policy

This policy applies to all employees of the Golf Club. It relates to all forms of alcohol and illegal and non-prescribed drugs. Drugs which can be freely purchased over the counter from pharmacies and other reputable outlets do not fall within the scope of this policy provided that the dosage information is followed.

“Employees” shall mean not only employees of the club but also include all self-employed contractors, franchisees or licensees who operate from the club's premises and grounds including individuals employed by such self-employed contractors, franchisees or licensees.

Position of the Club

Whilst at work, all employees must be able to carry out their role safely and to the standards expected. The Club is bound by health and safety legislation, and has a duty to ensure a safe place of work for all employees. Employees also have a duty to take reasonable care for their health and safety. This duty includes co-operating with the club to ensure it meets its legal obligations. In practice this co-operation will mean obeying the club's reasonable rules relating to alcohol and drugs.

In addition, the consumption of alcohol and drugs can have a detrimental effect on an individual's ability to carry out their duties to an acceptable standard. It may also adversely affect colleagues and other persons at the workplace, possibly placing them too at a safety risk. Where an employee is clearly under the influence of alcohol or drugs whilst at work, it may well lead to inappropriate and unacceptable behaviour towards colleagues and others as well as being detrimental to safety and performance.

For these reasons the club requires that all employees:

- should not consume alcohol or drugs during working hours; and
- should not come to work whilst under the influence of alcohol or drugs thereby potentially having the effect of being detrimental to their performance, their own safety, the performance and safety of others, their behaviour towards others, and ultimately the reputation of the club.



If reasonably suspected of being under the influence of any alcohol or drugs at work, the employee will be asked to leave the workplace for the remainder of the day, and then co-operate with an investigation interview. This may subsequently involve an independent medical examination.

Support for Employees

Whilst a failure to observe these rules may in some cases represent instances of intentional misconduct, the club accepts that others may involve health issues. In these situations, the club is committed to treating the employee sympathetically and with fairness. This may involve making suitable arrangements for counselling or advice. Any employee who believes they have an alcohol or drug related problem is encouraged to come forward for confidential help. They should speak in confidence with their line manager or secure the help of a colleague.

Implications of the Policy

Employees who breach this policy will face disciplinary action, the level of which will depend on the particular circumstances of the case.

3 Anti-bribery Policy

Purpose of the Policy

The purpose of this policy is to instil a strong anti-corruption culture at Elsham Golf club and confirm the arrangements that are in place to protect the reputation of the club and its employees from any risks or accusations of impropriety as defined by the Bribery Act 2010.

Scope of the Policy

The culture of Elsham Golf Club is to conduct all of its business to the highest ethical standards, with zero tolerance for all forms of bribery or corruption in any of its dealings. This policy sets out the club's responsibilities in relation to preventing bribery and corruption in its business activities. It applies the provisions of the Bribery Act 2010 to the operation of the club's business with arrangements that are considered appropriate to the assessed level of risk of bribery taking place. These in particular involve clarifying the club's rules regarding the receipt of gifts and hospitality. The policy applies to all employees. With the club's reputation in mind, awareness and understanding of the policy is also required of all self-employed contractors, franchisees and licensees who operate from the club's premises and grounds, including individuals employed by such self-employed contractors, franchisees or licensees.



Legislative Framework for Bribery

The Bribery Act 2010 defines bribery in general terms as giving someone a financial or other advantage to encourage that person to perform their functions or activities improperly or to reward that person for having already done so. This could cover, for instance, seeking to influence a decision maker by giving some kind of extra benefit to them rather than by what can legitimately be offered as part of a commercial tender process. Bribes are any inappropriate advantage or benefit and could include money, gifts, hospitality, expenses, reciprocal favours, contributions and donations, or the offer of employment. Corporate gifts and hospitality are not by themselves criminalised by the Act, provided that they are reasonable and proportionate. Under the act it is a criminal offence to give, promise or offer a bribe, agree to receive or accept a bribe. The offence is one of strict liability, with no need for any kind of intention to be proven. The maximum penalty for individuals found guilty of bribery has been increased to 10 years imprisonment, with an unlimited fine.

The Bribery Act 2010 aims to promote anti-bribery practices amongst businesses and introduced a new corporate offence of failure to prevent bribery by anyone working on behalf of the business. An organisation will commit a criminal offence if it fails to prevent bribery intended to acquire or retain business or gain a business advantage for the organisation. Employers are legally bound to take adequate steps to prevent their workforce from engaging in bribery. Conviction may be avoided where they can show that they have adequate procedures in place to prevent bribery being committed on their behalf.

Assessment of Appropriate Preventative Arrangements

The Ministry of Justice sets out the six principles for determining the actions that each organisation should take in preventing bribery. These are outcome-focused and intended to allow flexibility by taking into account the variety of circumstances and the size of the organisation. They can be summarised as follows:

- Proportionality - the action taken should be proportionate to the risk and the size of the organisation;
- Top Level Commitment - those in senior positions are best placed to ensure the organisation conducts business without bribery;
- Risk Assessment - many organisations will have little or no risk of bribery but a risk assessment will show the nature or extent of exposure to bribery;
- Due Diligence - this is about having a risk based approach to business relationships - with those the organisation deals with or who provide services for them;
- Communication - employers will need to communicate their policies and procedures to staff and others who perform services, additional training may help raise awareness, and this would be proportionate to the size and type of organisation; and
- Monitoring and Review - risks to the organisation may change, over time employers may want to carry out regular reviews and re-assessments.



These principles make it reasonable for a small or medium sized business that faces minimal bribery risks to put in place relatively minimal procedures to mitigate those risks.

Preventing Bribery at Elsham Golf Club

Four sets of actions are in place to mitigate the relatively minimal risks of bribery considered to apply at the club. These concern:

- Gifts and hospitality;
- Review of existing policies and procedures;
- Communications and training within the club; and
- Whistleblowing.

Gifts and Hospitality

It is important that the club's general approach to the receipt of gifts and hospitality from third parties is clearly understood and consistently applied by its employees. The approach is based on due care needing to be exercised to ensure that there can be no reasonable grounds for any accusations of impropriety on the part of the club or its employees. It is guided by the following rules and procedures:

- The acceptance of gifts other than items of a nominal nature such as promotional pens and stationery is generally discouraged;
- Where an employee considers that refusing a gift would cause offence or embarrassment, the gift may be accepted and subsequently donated to a charity of the club's choice;
- In these and in other situations where an employee believes that they should accept the offer of a gift, they must first provide their line manager with an explanation and request approval;
- Routine hospitality items such as normal working lunches or refreshments provided during a business visit are acceptable;
- Hospitality offered to employees attending an external event approved by the club may be accepted provided that the same hospitality is extended to all others who are in attendance;
- Employees are required to obtain their line manager's approval before accepting any individual offer of hospitality the value of which is likely to be over £50;
- As a general principle, employees must not accept a gift or hospitality from a third party if they know or suspect that it is offered with an expectation that favourable treatment will be provided by the club in return;
- They must also decline any other offer of a gift or hospitality where its receipt may be viewed as improper, controversial, or reflect negatively on the club's reputation;
- All gifts offered other than those of a nominal value and any individual offer of hospitality above the £50 threshold must be recorded in the interests of transparency in the club's central Gifts & Hospitality Register;



- Employees are personally responsible for declaring these offers on the central register, whether or not they were accepted.

Review of Policies and Procedures

The club's recruitment and employment policies and procedures will be reviewed from time to time to identify where governance might be tightened further to reduce the risk of bribery taking place. This will include incorporating into job descriptions and person specifications for certain posts an appropriate level of due diligence to mitigate the risks of bribery being undertaken by employees in those roles. These are principally posts having a responsibility for purchasing or supply, for service or consultancy agreements, or otherwise having commercial dealings with third parties. Recruitment for such posts will involve at interview direct requests for details on the background, expertise and business experience, of all shortlisted candidates. This information can then be verified before any conditional offer of appointment is confirmed.

The club will continue to maintain and develop its financial and commercial controls such as adequate bookkeeping, auditing and approval of expenditure. It will also continue to keep under review its delegation of authority procedures to help avoid conflicts of interest. In particular, the club will consider areas of purchasing and supply where there may be potential risks in the processes involved. This might then justify processes being divided between two or more people so that no one person has complete authority over any one purchasing or supply decision. This separation of duties might, for instance, relate to the following broad stages of the delegation of authority process:

- Authority to determine the need for the transaction, eg specifying the goods or services to be acquired or sold within budgetary constraints;
- Authority to undertake the procurement or supply, eg seeking or making quotations, and negotiating and contracting with the third party; and
- Authority to effect the financial aspects, eg authorising and processing the payment or income.

Communications and Training

Communication and training will help to deter bribery by enhancing awareness and understanding of the club's rules and procedures and of its commitment to their proper application. Ongoing staff training and awareness-building will be developed and rolled out where considered necessary to consolidating a culture that has no place for bribery on any scale. Oral reminders about the club's position and procedures relating to bribery will be made at intervals to staff in key positions. These will be backed up by the availability of this policy, that should be read and understood by all current and future employees and those associated with the club who have a commercial role.



Whistleblowing Policy

It is important that people at the club understand how to quickly and easily report any potential instances of bribery. The club's Whistleblowing Policy is the appropriate route for an employee to report as soon as possible a situation where they believe or suspect:

- That bribery or corruption is taking place;
- That they themselves have been offered a bribe by a third party;
- That they are being asked to make one to a third party; or
- That any of these situations are likely to arise in the future.

Implications of the Policy

All employees are required to read, understand and comply with this policy. They must avoid any activity that might lead to or suggest a breach of the policy, compliance with which is essential to the protection of the club's reputation and that of all of its people. Any breaches may lead to disciplinary action. This policy may be reviewed and amended at any time.

4 Bereavement Leave Policy

Purpose of the Policy

The purpose of this policy is to explain the support made available by the club to employees who have suffered a death in their immediate family, to help them cope emotionally with the loss and where they have necessary practical arrangements to make.

Scope of the Policy

This policy applies to all employees of the club. It includes discretionary policy elements, operating within a wider statutory framework for bereavement leave. The policy distinguishes between three levels of bereavement leave entitlement. Its provisions are to be seen as separate from other of the club's policies setting out leave entitlement such as the Time Off for Dependents Policy.

Discretionary Entitlement to Paid Bereavement Leave

Under the law, anyone classed as an employee has the right to a reasonable time off work if a dependant dies. This does not, however, include a legal right to be paid for time off for bereavement, except where the deceased is a child under 18 years of age. The club's policy goes further than the general legal entitlement and states that paid bereavement leave should



be made available to any employee who has suffered a death in their immediate family. For the purposes of this entitlement, the definition of 'immediate family member' is as follows:

- Spouse;
- Life Partner;
- Parent;
- Sibling; and
- Child, whether biological or adopted.

Where the deceased is one of the above, and a deceased child is 18 years or older, the club will allow a maximum of three days paid leave upon the bereaved employee requesting it. The club will also allow a further five days as time off work within the three months following the bereavement, where this is justified by the circumstances. In these situations, the time off work must be taken from annual leave entitlement or as unpaid leave, unless this can be justified as sickness absence. The employee may choose to take leave on non-consecutive days to deal with the various stages of bereavement. In agreeing the specific detail of the absence whether paid or otherwise, the employee's manager will take into account considerations such as:

- The nature of the employee's relationship with the deceased;
- The evident impact of the loss on the employee;
- The employee's level of responsibility for making funeral arrangements;
- Whether the employee is an executor of the will;
- The amount of travel required for the employee to carry out what is needed; and
- Whether any required observances of different religions may necessitate the employee being off work at a particular time.

Statutory Entitlements for Parents of Children under the Age of 18

Where the employee loses a child who had not yet turned 18, then new statutory provisions apply. The Parental Bereavement (Leave and Pay) Act 2018 came into force in April 2020. This gives all employed parents a right from day one of their employment to two weeks Parental Bereavement Leave if they lose a child under the age of 18, or suffer a stillbirth from 24 weeks of pregnancy. They may be eligible for Statutory Parental Bereavement Pay as well. The law primarily defines a parent as the parent of the baby or child, whether biological or adopted, the parent or intended parent through surrogacy, or the partner of the baby or child's parent.

The new regulations set out eligibility criteria for each entitlement as well as rules about when leave and pay can be taken and about how to claim. Parents can take up to two weeks leave, either in one block of two weeks or in two blocks of one week, within 56 weeks of the child's death or the stillbirth and where the child is under the age of 18. The leave can start on or after the date of the death or stillbirth, but it must finish within 56 weeks of that date. A week is classed as the same number of days that the employee normally works in a week.



Employees with at least 26 weeks' continuous service, who meet the minimum earnings criteria and provide the proper notice, will also be entitled to be paid Statutory Parental Bereavement Pay during their two week period of bereavement leave. This is to be paid at the same rate as statutory paternity pay, which is usually 90% of normal pay. Employers have the discretion to raise this to the employee's normal level of pay. The club will consider this option in the event of such a situation arising.

Further detail on these two new statutory entitlements are available on the relevant government websites and other official information sources.

Entitlement to Unpaid Bereavement Leave

For all other family members or close dependants, the club will upon request allow a maximum of three days as time off work following the bereavement. This group of family members and dependants might include: grandchild; grandparent; aunt; uncle; niece; nephew; cousin; step-parent; step-sibling; half-blood relative; in-law; or anyone who is a close friend or dependant of the employee. The time off work will be taken from annual leave entitlement or as unpaid leave, and must be agreed with the employee's line manager. The manager has discretion to allow one, two or three days as time off work, taking into account the considerations listed above.

Requesting Bereavement Leave

In situations where a bereavement is expected and is imminent, the employee concerned is encouraged to request leave in advance. They should do this by advising their manager of the circumstances and how much leave they intend to take once it becomes necessary. Where it is not possible to request bereavement leave in advance, then the request should be made to the employee's line manager as soon as is reasonably practicable during the first day of absence. Where the employee is not able to do this themselves, a family member or friend may on their behalf report the bereavement and notify the club of the leave request.

Return to Work

Bereavement can have an impact on concentration, energy levels and decision-making whilst at work. The health and safety assessment of the workplace will include consideration of the impact of bereavement on employees, on their duties and responsibilities, and on the context in which they work. Any employee who is concerned about their ability to conduct their duties safely in the weeks following a bereavement must discuss this with their line manager. It may be appropriate, for example, to allow an employee to initially return on reduced hours if they are not ready to return full time. The lost time might be recovered over a longer period. The club reserves the right to request an employee to see their GP before resuming full duties where there are grounds for concern about their emotional and physical wellbeing.



Implications of the Policy

The club will review the policy where there are legislative changes and to consider the impact of the discretionary provisions of the policy on the effective operation of the club's business.

5 Children and Young People Safeguarding Policy Summary

Purpose of the Policy

The purpose of this policy is to draw out for employees the key provisions relating to their own role in delivering the club's Children and Young People Safeguarding Policy & Procedures.

Scope of the Policy

This is a summary of the club's Children and Young People Safeguarding Policy & Procedures document insofar as it directly applies to employees at the club and the expectations placed on them in contributing to the overall effectiveness of the wider policy. It repeats the key principles and objectives and the relevant code of conduct that are set out in the safeguarding policy. It also lists a series of examples that are included in the policy of what is expected of employees who have roles or may be in situations where children and young people are involved. As an employment policy, this summary also has potential application to all volunteers, self-employed contractors, franchisees and licensees who operate from the club's premises and grounds, including individuals employed by such self-employed contractors, franchisees or licensees.

Key Principles of Children and Young People Safeguarding

The key principles set out in the Policy & Procedures document are listed below:

- The welfare of children is paramount;
- A child is defined by law in England and Wales as a person under the age of 18 years;
- All children, regardless of their Age, Race, Religion or Belief, Disability, Gender identity or Sexual Orientation, have the right to protection from abuse;
- All concerns and allegations of abuse and poor practice will be taken seriously and responded to swiftly and appropriately;
- All children have the right to be safe;
- All children have the right to be treated with dignity and respect;
- Elsham Golf Club will work with children, their parents/carers and external organisations to safeguard the welfare of children participating in golf;
- Elsham Golf Club recognises the authority of the statutory agencies and is committed to complying with Local Safeguarding Children Board Guidelines (LSCB), Working Together



under the Children Act 2004, and any legislation and statutory guidance that supersedes these;

- Elsham Golf Club is committed to working in partnership with other key UK Golf Bodies to continually improve and to promote safeguarding initiatives across the sport; and
- Elsham Golf Club owes a legal duty of care to children on their premises or engaged in their activities - that duty is to take reasonable care to ensure their reasonable safety and the duty is higher than it would be for adults.

Safeguarding Children and Young People Objectives

In its commitment to safeguarding children and young people, Elsham Golf Club aims to:

- Provide a safe environment for children and young people participating in golfing activities and try to ensure that they enjoy the experience;
- Ensure robust systems are in place to manage any concerns or allegations;
- Support adults (staff, volunteers, PGA Professionals, coaches, members and visitors) to understand their roles and responsibilities with regard to their duty of care and protection of children;
- Provide appropriate level training, support and resources for staff, volunteers & coaches to make informed and confident responses to specific safeguarding issues and fulfil their role effectively;
- Ensure that children and their parents/carers are informed and consulted and, where appropriate, fully involved in decisions that affect them; and
- Reassure parents and carers that all children and young people will receive the best care possible whilst participating in club activities and communicate Policy and Procedure to them through website/letter/consents.

Code of Conduct for Staff, Coaches and Volunteers

The following Code of Conduct applies to staff, coaches & volunteers who may have an involvement with children and young people in their roles at the club:

- Respect the rights, dignity and worth of every person within the context of golf;
- Treat everyone equally and do not discriminate on the grounds of age, gender, race, religion or belief, sexual orientation or disability;
- If you see any form of discrimination, do not condone it or allow it to go unchallenged;
- Place the well-being and safety of the young person above the development of performance;
- Develop an appropriate working relationship with young people, based on mutual trust and respect;
- Ensure that physical contact is appropriate and necessary and is carried out within recommended guidelines with the young person's full consent and approval;
- Always work in an open environment, eg avoid private or unobserved situations and encourage an open environment;



- Do not engage in any form of sexually related contact with a young player - this is strictly forbidden as is sexual innuendo, flirting or inappropriate gestures and terms;
- You should not have regular contact outside your club role with the juniors and should not engage in regular communication through text, email or social network sites;
- Know and understand Elsham Golf Club's Child Safeguarding Policies and Procedures;
- Respect young people's opinions when making decisions about their participation in golf;
- Inform players and parents of the requirements of golf;
- Be aware of and report any conflict of interest as soon as it becomes apparent;
- Display high standards of language, manner, punctuality, preparation and presentation;
- Do not smoke, drink or use recreational drugs while actively working with young people in the club - this reflects a negative image and could compromise the safety of the young people;
- Do not give young people alcohol when they are under the care of the club;
- Hold relevant qualifications and insurance cover - all staff, volunteers and coaches who work regularly with children must have current DBS clearance, approved by England Golf Governance Department;
- Ensure the activities are appropriate for the age, maturity, experience and ability of the individual;
- Promote the positive aspects of golf, eg fair play;
- Display high standards of behaviour and appearance;
- Follow club procedures & good practice guidelines;
- Ensure that you attend appropriate training to keep up-to-date with your role and the welfare of young people; and
- Report any concerns you may have in relation to a child or the behaviour of an adult, following reporting procedures laid down by Elsham Golf Club.

Responsibilities in Implementing the Safeguarding Policy & Procedures

The Policy & Procedures document contains several provisions regarding the roles and responsibilities of employees along with others, particularly volunteers, in the implementation of the club's safeguarding commitments. These include:

- All staff and volunteers working with children and young people should adhere to the standards set out in the code of conduct relevant to their role;
- All staff and volunteers will be offered access to appropriate child protection training and learning opportunities, where this is appropriate to their role;
- All staff and volunteers working with children adhere to the guidelines on managing challenging behaviour; in particular avoiding physical intervention unless it is absolutely necessary to prevent a child injuring themselves or others, or causing serious damage;
- All staff and volunteers or anyone working on behalf of the club should be aware of the club's policies regarding the use of social networking and other online services at the club and adhere to its provisions;



- All staff and volunteers have a responsibility to work together and with others to stop bullying in any of its forms where children and people are involved, and will be given access to information, guidance and training as required;
- All staff and volunteers are encouraged to report concerns about the welfare of a child or the conduct of another child to the Club Welfare Officer, without themselves deciding whether there has been wrongdoing, and feel safe that legitimate concerns are supported even where they turn out to be unfounded;
- Staff and volunteers who are present in the event of medical emergencies or incidents should seek to make immediate contact with the child's parent or carer, and should always try to avoid taking action without consent such as taking the child home or to another location, or sending the child home with another person; and
- All staff and volunteers working with children and young people are asked to familiarise themselves with the club's Children and Young People Safeguarding Policy & Procedures document.

Implications of the Policy

The Children and Young People Safeguarding Policy & Procedures document sets out a framework to fulfil the club's commitment to good practice and the protection of children in its care. It is based on the model template provided by England Golf, thereby achieving the national SafeGolf accreditation. From January 2021, Safegolf accreditation will become part of the England Golf affiliation process. The club will review its policy and procedures every three years, or whenever there is a major change in the relevant legislation.

6 Data Protection Policy

Purpose of the Policy

The purpose of this policy is to confirm the club's responsibilities as an employer for meeting its statutory data protection obligations in managing and protecting the personal information that it holds about its employees.

Scope of the Policy

This policy concerns the EU's General Data Protection Regulation that became effective in 2018 and which is now implemented in UK law by the Data Protection Act 2018. The new legal provisions supersede those of the former Data Protection Act 1998. They provide a legal framework of rights, responsibilities and guidelines for the collection and processing of personal information from individuals, bringing data protection legislation into line with new ways in which data is being used in the digital age. The regulation is mandatory and all organisations that hold or process personal data must comply.



The Information Commissioner's Office is the independent regulatory office dealing with the Data Protection Act 2018 and the General Data Protection Regulation. The focus of this policy is on the rights of employees regarding their personal information and the corresponding obligations of the club as employer.

Definition of Personal Data

The regulation applies to 'personal data', *ie* information relating to an identified or identifiable individual. An identifiable individual is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, or an online identifier, reflecting changes in technology and the ways in which organisations collect information about people. The regulation applies to both automated personal data and to manual filing systems where personal data is accessible according to specific criteria. This could include chronologically ordered sets of manual records containing personal data.

Personal data that has been replaced with a pseudonym can fall within the scope of the regulation depending on how easy it is to attribute the pseudonym to a particular individual. Information sets are also classed as personal if they could identify the individual by being processed together through means reasonably likely to be used by either the organisation or a third party. Factually incorrect information about an individual or information about a different individual is still personal data, where it has been applied to that individual. Truly anonymous information is not covered by the regulation.

Principles of Personal Data Protection

The regulation sets out seven principles that should lie at the heart of an organisation's approach to processing and protecting personal data. These are:

- **Lawfulness, fairness and transparency** - Personal data shall be processed lawfully, fairly and in a transparent manner in relation to individuals;
- **Purpose limitation** - Personal data shall be collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- **Data minimisation** - Personal data shall be adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- **Accuracy** - Personal data shall be accurate and, where necessary, kept up to date;
- **Storage limitation** - Personal data shall be kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed;
- **Integrity and confidentiality** - Personal data shall be processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures; and



- **Accountability** - The organisation shall be responsible for and be able to demonstrate compliance with the above principles.

Lawful Basis for Processing Personal Data

To satisfy the first principle, organisations must have a valid lawful basis for handling any personal data. The regulation states that there are six lawful bases available to organisations. At least one of these must apply whenever personal data is processed. These bases are:

- Consent: the individual has given clear consent for the organisation to process their personal data for a specific purpose;
- Contract: the processing is necessary for a contract the organisation has with the individual, or because they have asked the organisation to take specific steps before entering into a contract;
- Legal obligation: the processing is necessary for the organisation to comply with the law;
- Vital interests: the processing is necessary to protect someone's life;
- Public task: the processing is necessary for the organisation to perform a task in the public interest or for the organisation's official functions, and the task or function has a clear basis in law; and
- Legitimate interests: the processing is necessary for the organisation's legitimate interests or the legitimate interests of a third party, unless there is a good reason to protect the individual's personal data which overrides those legitimate interests.

Many of the lawful bases for processing depend on the processing being 'necessary'. This does not mean that processing has to be absolutely essential. It must be more than just useful, however, and more than just standard practice. It must be a targeted and proportionate way of achieving a specific purpose. The lawful basis will not apply if the purpose can be reasonably achieved by some other less intrusive means, or by processing less data.

Employees' Personal Data Not Requiring Consent

Unless the employer has chosen 'Consent' as the lawful basis, they can process all of the following data about their employees without needing consent to do so, provided that they are able to justify a reliance on one or more of the other lawful bases:

- Name;
- Address;
- Date of birth;
- Sex;
- Education and qualifications;
- Work experience;
- National Insurance number;
- Tax code;



- Emergency contact details;
- Employment history with the organisation;
- Employment terms and conditions;
- Any accidents connected with work;
- Any training taken; and
- Any disciplinary action.

Determining the Lawful Basis

Employers must be able to demonstrate that a lawful basis applies when processing personal data, and determine and document which of the six it is to be. Under the Data protection Act 1998, the general approach was to rely on employees' consent through a data protection clause in the signed contract of employment. Consent achieved in this way is no longer considered a sound basis given the high standard that the regulation sets for **'Consent'**, in particular the requirement that consent should put 'individuals in control', given the unequal negotiation power between employers and employees.

Neither the regulation nor the Information Commissioner's Office as data protection authority makes a general statement about which of the other five bases should apply to personal data processed by employers of their employees. There is instead guidance and toolkits for assessing which of the lawful bases might be most appropriate for a particular organisation. However, the need for the employer to be able to perform their part of the employment contract by, for instance paying employees and deducting National Insurance contributions, makes **'Contract'** a reasonable basis for processing some categories of data about their employees, but not necessarily all. **'Legal obligation'** is also justification for a number of processing purposes.

'Legitimate interests' is the most flexible lawful basis for processing personal data. The Information Commissioner's Office considers it likely to be most appropriate where people's data is used in ways they would reasonably expect and which have a minimal privacy impact, or where there is a compelling justification for the processing. The regulation in fact cites 'processing employee or client data' as an activity where 'Legitimate interests' is likely to apply. It may therefore be reasonable to use it as the lawful basis for processing employees' other personal data that is not explicitly required for the performance of the contract or for meeting legal obligations but which is considered necessary for the wider administration, management and operation of the employment.

The club therefore considers that its main purposes for processing the personal data of its employees are justified by these three lawful bases as follows:

Necessary for the contract

- Carrying out pre-appointment checks;
- Confirming the terms and details of the appointment;



- Paying wages and deducting any tax and National Insurance contributions;
- Liaising with the pension provider;
- Assessing qualifications and competence for particular jobs or tasks;
- Establishing the need for any reasonable adjustments at the workplace;
- Assessing entitlement to any benefits made available by the club;
- Managing statutory and discretionary leave with pay entitlements;
- Maintaining records of any grievance or disciplinary procedures;
- Dealing with any contractual disputes at work;
- Updating records where the club is notified of changes in circumstances;
- Generally administering the employment contract;
- Arranging for the termination of employment once confirmed;

Necessary to comply with the law

- Checking legal entitlement to work in the UK;
- Disclosing employee salary details to Her Majesty's Revenue and Customs;
- Responding to information requests made by other regulatory bodies;
- Complying with occupational health obligations in respect of employees with disabilities;
- Making any required safeguarding checks;
- Complying with the club's health and safety obligations;
- Preventing unlawful activity as defined by the Bribery Act, Equality Act and other statutes;

Necessary for the club's legitimate interests

- Conducting performance reviews and assessments;
- Carrying out salary reviews and organisational restructures;
- Profiling the workforce in order to plan the current and future business of the club;
- Authorising individuals' computer access to ensure network and information security;
- Ensuring adherence to the club's policies and procedures;
- Ascertaining continuing fitness to work; and
- Retaining contact details in the event of emergencies, accidents or other incidents.

Conditions for Processing Special Category Data

Special category data is personal data which the regulation specifies as being more sensitive and so needs more protection. In particular, this type of data could create more significant risks to a person's fundamental rights and freedoms. This might include putting them at risk of unlawful discrimination. The regulation defines special category data as follows:

- Personal data revealing racial or ethnic origin;
- Personal data revealing political opinions;
- Personal data revealing religious or philosophical beliefs;



- Personal data revealing trade union membership;
- Genetic data;
- Biometric data;
- Data concerning health;
- Data concerning a person's sex life; and
- Data concerning a person's sexual orientation.

This does not include personal data about criminal allegations, proceedings or convictions, as separate rules apply.

In order to lawfully process special category data, the organisation must identify both a lawful basis out of the six listed above and any of the following ten separate conditions for processing special category data:

- Explicit consent;
- Employment, social security and social protection;
- Vital interests;
- Not-for-profit bodies;
- Made public by the data subject;
- Legal claims or judicial acts;
- Reasons of substantial public interest;
- Health or social care;
- Public health; and
- Archiving, research and statistics.

In most employment situations it is considered that nine of these would rarely apply and that the processing of such data would therefore require the explicit consent of the employee.

Employees' Rights Regarding their Personal Data

The regulation provides the following rights for individuals in respect of the personal data about them that is being held:

- The right to be informed about the data's collection and use;
- The right of access to the data;
- The right to rectification in respect of inaccurate or incomplete data;
- The right to erasure of the data in certain circumstances;
- The right to request a restriction of the data processing;
- The right to data portability and reuse for their own purposes;
- The right to object to the processing of the data; and
- Rights in relation to automated decision making and profiling.



Employees having the right to be informed about the collection and use of their personal data places a direct responsibility on the employer. As a key transparency requirement under the regulation, the employer must provide employees with information including: the categories of personal data collected; the purposes for processing the personal data; the lawful basis for processing the data; the retention periods for the data; with whom the data will be shared; and the other rights available to the employee in respect of the processing. This is defined as 'privacy information', and it must be provided at the time that the personal data is being collected from the individual.

Compliance with the Legislative Data Protection Framework

The club is committed to taking whatever steps are reasonably required to ensure compliance with the General Data Protection Regulation and its legislative framework. In so doing, it will maintain a strong focus within the following broad areas:

- Lawful basis and transparency;
- Data security;
- Accountability and governance; and
- Privacy rights.

The club will, for example:

- Conduct information audits to determine what personal data about its employees it holds and who has access to it;
- Assess the value of different categories of data to ensure there are sound business reasons for processing them;
- Keep under review the lawful basis under the regulation for each of the purposes for processing data that the club holds of its employees, using recommended Information Commissioner Office toolkits where necessary;
- Notify each employee of the personal data that it lawfully holds about them;
- Take data protection and security considerations into account at all times, incorporating into training programmes as necessary;
- Encrypt, pseudonymise, or anonymise personal data wherever feasible;
- Build awareness amongst employees and relevant individuals at the club about data protection risks, benefits and requirements;
- Conduct selective data protection impact assessments to ensure that the privacy rights of employees are not without sound reason outweighed by the club's need for the data;
- Avoid as a general principle seeking any special category data about employees;
- Maintain documentation of the club's processing of personal data;
- Prepare data processing agreements between the club and any third parties that may process personal data on its behalf;
- Have a clearly understood retention policy for handling personal data, ensuring that it is not held for longer than is necessary;



- Allocate responsibilities for ensuring compliance with the regulation throughout the organisation;
- Ensure that employees are fully aware of their data protection rights under the regulation through information that is concise, transparent, intelligible, easily accessible, and uses clear and plain language;
- Have in place procedures that make it easy for employees to deploy any of their rights under the regulation such as accessing their data or requesting that it be rectified;
- Report any actual personal data breaches; and
- Adhere to relevant codes of conduct that the Information Commissioner's Office may issue in the future.

Implications of the Policy

The rights of all employees of the club are outlined in this policy, with further detail available from the Information Commissioner's Office. Any employee who processes personal data on behalf of the club is required to act responsibly at all times within the spirit of compliance with the data protection framework. The club will monitor and review the policy and its implementation on a regular basis.

7 Disciplinary and Performance Capability Policy

Purpose of the Policy

This policy details the club's approach in relation to disciplinary & performance capability.

Scope of the Policy

This policy applies to all employees of the club. The club aims to ensure that there will be a fair and consistent approach to the management of employee conduct and performance, clearly separating the concepts of conduct and performance capability.

Definitions

To determine whether an action is misconduct or performance capability it is necessary to establish whether the action is a 'will not' or 'cannot' decision and outcome on the part of the employee.

Defining Misconduct – 'will not'

Misconduct is when an employee is aware of their role and responsibilities yet chooses to ignore them.



Example - An employee is aware of the steps required to report their absence yet does not follow the process when they are ill and unable to attend work. In cases of misconduct, the company will follow the Disciplinary Guidelines.

Defining Poor Performance – ‘cannot’

Poor performance is when an employee is following the guidelines set out as part of their role and responsibilities, has been given adequate training and support, yet still fails to meet the expected level of performance.

Example - An employee is trained in how to use a coffee machine, yet fails to produce a consistent product to the customer despite support, supervision and training.

In cases of performance capability, the company will follow the Performance Capability Guidelines.

Dealing with issues of Misconduct and Performance Capability

The club recognises that where possible the best way to resolve problems is in the first instance to do this informally through discussion, guidance and support aimed at encouraging employees to change their behaviour and/or conduct.

This will be achieved using the informal procedure laid out in the disciplinary or capability guidelines.

When informal measures have not resulted in satisfactory improvement, the formal procedures will be followed.

In severe cases, or cases of gross misconduct, the club reserves the right to move directly to the formal section of the disciplinary process.

During this process, the following guidelines apply:

- No formal action will be taken against any employee until the necessary investigations have been completed and the employee has had the chance to respond to them;
- If required, employees will be given reasonable notice of the requirement to attend a formal disciplinary hearing and will be provided in advance with any evidence that will be considered at the hearing;
- The hearing procedure should be conducted without unreasonable delay on the part of the employee or the club;
- Should an employee persistently fail or be unwilling to attend a hearing without good reason, the meeting may take place in their absence and a decision made based on the information and evidence available at that time;



- Should an employee report to be sick during any part of the Disciplinary and Performance Capability process, the club will follow its normal sickness absence procedure, however, if it appears that the absence is likely to be long term, the club will aim to seek a medical opinion from the employee's GP to determine whether the employee is well enough to take part in the process;
- At all hearings (disciplinary and performance capability), employees are entitled to be accompanied by a Elsham Golf Club work colleague or a trade union representative;
- Employees may question witnesses (via the meeting/hearing manager where appropriate);
- If applicable, sanctions taken against an employee will be confirmed in writing and a copy of the written document held on the employee's personnel file. If the manager conducting the investigation concludes that there is no case to answer, the employee will be notified in writing;
- Sanctions will be proportionate to the offence and will be applied consistently across the company taking into account the employee's previous record and service, any mitigation and other relevant factors;
- In cases which appear to involve gross misconduct, or where the company reasonably considers it necessary, an employee may be suspended from work on full pay whilst the case is being investigated;
- In such cases, this is not an assumption of guilt in connection with the investigation, is not meant to penalise the employee and is not considered as formal disciplinary action;
- Where events in a working environment are subject to police investigation or legal proceedings, the company will have the discretion to proceed with suspension, local investigation and any disciplinary action, in accordance with this procedure. Such action may be taken without awaiting the outcome of any prosecution;
- Elsham Golf Club will not take disciplinary action against a Trade Union representative until an employed official of that Trade Union has been consulted; and
- All employees will have the right to appeal against any formal disciplinary or performance capability outcome within 5 working days of receipt of the decision in writing.

In general, appeals are made on one or more of the following grounds:

- New evidence has become available and the employee wishes the company to consider this as it may affect the earlier decision;
- The correct procedure was not followed;
- The original decision was not within the band of reasonable responses; or
- The original decision was not consistent with sanctions for similar disciplinary/performance capability cases.

Implications of the Policy

This policy does not form part of any employee's contract of employment. The club reserves the right to change this policy at any time and in any event will review it on a periodic basis.



8 Email and Internet Policy

Purpose of the Policy

The purpose of this policy is to ensure the proper use of the club's email system and the internet by making employees aware of what the club deems to be acceptable and unacceptable practice, thereby maximising the benefits of its computer resources whilst minimising potential risks and liability.

Scope of the Policy

This policy applies to all employees of the Golf Club who have access to the club's computer resources. It has general application to all online activity involving the use of the club's email, computers, servers, wifi network, intranet and internet services. More specific provisions regarding social media and the use of social networking sites form a separate policy elsewhere in this Employment Manual.

“Employees” shall mean not only employees of the club but also include all members of the club and all volunteers who use the club's computer resources.

The policy has equivalent application to members of the club and other volunteers who carry out roles at the club that involve the use of its computer systems.

The Club's Position

The club's computer systems, software and their contents belong to the club, and they are intended for business purposes. Employees are to use the systems to assist in performing their duties at work or in relation to any specific task allocated to a member or volunteer by the club. Their use of these systems should at all times conform to accepted good practice regarding the avoidance of risks associated with, for instance, systems security, data protection, legal action, unlawful access to websites, breaches of commercial confidentiality, and the reputation of the club. The club reserves the right to monitor and access all aspects of its systems, including data which is stored on its computer systems. This may also be to ensure the smooth running of the club if the employee is absent for any reason and communications need to be checked. It must be emphasised that all email accounts maintained on the club's systems are the property of the club.

Employees may use the internet for appropriate and occasional personal use, as long as this is in their own time and does not impact negatively on their work. Personal use of the club's computers are a privilege and not a right. Employees must have no expectation of privacy in anything they create, store, send or receive on the club's computer systems, whether



undertaken on behalf of the club or on a personal basis. Employees' emails, for instance, may be monitored without prior notification where excessive or inappropriate use is suspected.

Good Practice Requirements and Guidelines

The following is a non-exhaustive list of practices to guide employees in the avoidance of risks as they use the club's computer systems for business purposes:

- Choosing secure and non-obvious passwords to protect the club's computer systems, keeping them confidential and changing them at appropriate intervals;
- Logging off when leaving any work-related computer, profile, email or any online account unattended for any period of time;
- Following the same security precautions applied at the club's workplace when logging on to the club's systems during any homeworking;
- Ensuring that any correspondence by email includes the club's standard disclaimer, where one has been issued;
- Reviewing any online postings and emails sent to ensure continuing compliance with the obligation of confidentiality and data protection law;
- Ensuring that the appropriate authorisations have been obtained before entering into any contracts or subscriptions on the internet or through email;
- Taking any measures that become recognised good practice in limiting the risk of online identity theft regarding any aspect of the club or its employees, and limiting the risk of compromising the club's computer systems;
- Only downloading documents and information where it appears safe to do so and having obtained the appropriate authorisation;
- Only using downloaded software under the terms of its licence;
- Informing the general manager straightaway upon receipt of inappropriate messages or content; and
- Writing emails in accordance with the standards of any other form of written communication, using content and language that is consistent with the club's usual style.

Prohibited Practices

The following is a non-exhaustive list of practices that are prohibited by the club in all circumstances. Whilst using the club's computer systems, employees must not:

- Let anyone else use without authorisation their computer whilst already logged on under their own password;
- Attempt to gain unauthorised access to anyone else's computer, another user's profile, or to confidential information;
- Forge or attempt to forge email messages, or send email messages using another person's email account;



- View, retrieve or download pornographic, discriminatory or unlawful materials on the club's computer systems;
- Send, display or disseminate material that could insult, cause offence or harass others;
- Send or forward emails containing potentially libellous remarks;
- Disseminate to third parties any confidential information about the club, its members or its customers, suppliers and partners;
- Engage in internet chat rooms, news groups or gambling;
- Download entertainment software or games, or play games against opponents over the internet;
- Download images or videos unless there is an express business-related use for the material;
- Use the computer for personal purchases or personal business transactions;
- Enter into any contract or subscription on the internet or through email without having first obtained specific authorisation to do so;
- Stream live TV or videos on the club's computers unless requested to do so by the line manager;
- Download any new programmes or data or open suspicious emails, including links and attachments, without having checked for viruses or received appropriate authorisation; and
- As a general principle, include anything in an email or any other form of online communication that is inappropriate, would reflect poorly on both the individual and the club, and would therefore be reasonably likely to damage the reputation of the club.

Implications of the Policy

It is essential that all employees, who use the club's computer resources, have read and understand this policy. They should request further information or training if they are unclear about any aspects of what is expected and required of them. Any breach of the policy will lead to disciplinary action.

9 Employee Code of Conduct

Purpose of the Policy

The purpose of this policy is to set out the standards of conduct at work that the club reasonably expects of its employees. They are designed to help promote fairness and order in the workplace and in the conduct of employment relations.

Scope of the Policy

This policy and the code of conduct that it presents sets out the main standards of conduct that the club expects of its employees at work. These expectations are considered reasonable and consistent with legal requirements. They also draw on a number of the other employment



policies of the club. In the interests of further clarifying the standards of conduct that are expected, the code also provides examples of what would be considered to be unacceptable behaviour, or misconduct. The code is not to be seen as a sanction, but rather as a source of emphasis and encouragement regarding the behaviours and attitudes that are most valued.

Conduct Expected of Employees of the Club

The club expects all of its employees to conduct themselves at work in a professional, responsible and reasonable manner. It expects them to:

- Treat everyone equally and with respect in their work and interpersonal relations;
- Maintain acceptable standards of politeness and civility at all times;
- Attend for work punctually, ready to start work, and remain at work until their contracted finishing time;
- Devote the whole of their time, attention and abilities during working hours to the club's business;
- Be loyal to the club through faithful service and without acting against its interests;
- Obey all reasonable and lawful instructions of the club and its management;
- Comply with any statutory, regulatory or ethical requirements when carrying out their work so as to protect the club's legality and reputation;
- Endeavour to achieve and maintain a satisfactory standard of work performance;
- Use reasonable care in handling, using or storing any of the property that the club has provided for them;
- Undertake faithfully the duties placed upon them by health and safety at work legislation;
- Observe and adhere to requirements or expectations placed upon them by any of the club's employment policies and procedures; and
- Carry out no acts, or neglect to carry out acts, where such behaviour would undermine the club's trust and confidence in them.

Unacceptable Behaviours

The following behaviours relating to the first eleven of these expectations are brief examples of what would be considered unacceptable conduct and thereby constituting instances of misconduct at the club:

Respect

- Victimisation of a colleague for any reason;

Civility

- Rude, insulting or offensive behaviour towards a colleague, a member or a visitor;



Attendance

- Absence from work with no prior or subsequent attempt to gain authorisation;

Focus

- The undertaking of private work during working hours without having requested and gained permission;

Loyalty

- Engagement in an activity outside their employment that could reasonably be interpreted as competing with the club;

Obedience

- Refusal to attend a mandatory training programme;

Legality

- Acceptance of an offer of a gift or hospitality where its receipt would be viewed as improper, controversial, or reflect negatively on the club's reputation;

Performance

- Deliberate and intentional failure to work to the performance standards set by their manager;

Care

- A failure to report known damage to an item of the club's property that is in their care;

Health and safety

- Action taken without due care and attention that endangers their own safety and that of others at the workplace; and

Adherence

- Consumption of alcohol during working hours without authorisation or permission.

Gross Misconduct

The expectation that employees at all times justify the club's trust and confidence in them applies at a different level to those listed above. The duty of trust and confidence, with mutual



obligations for both parties, has been deemed by common law to be fundamental to the employment contract. It is considered to be so fundamental that when it has been breached the contract as a whole has thereby been undermined to the point of being unable to continue. Gross misconduct is defined in these terms. It is misconduct so serious which if substantiated undermines the mutual trust and confidence between the employee and the club and would most likely lead to dismissal even for a first offence. This code of conduct includes the following non-exhaustive list as examples of what the club regards as constituting gross misconduct:

Theft, fraud and dishonesty

- Stealing the club's equipment, stock, merchandise or cash;
- Making fraudulent expenses or overtime claims;
- Stealing personal belongings from colleagues;
- Fraudulently recording financial transactions;

Offensive behaviour towards others

- Unlawfully harassing, victimising or discriminating against another person;
- Physically assaulting another person;
- Threatening violence or aggression towards another person;
- Behaving towards others in a grossly indecent or otherwise immoral manner;

Violation of health and safety rules

- Blatantly disregarding safety precautions put in place by the club;
- Driving recklessly at the work site placing others at risk;
- Deliberately mistreating or removing equipment provided to meet statutory duties;

Damage to property

- Wilfully damaging or destroying the club's property;
- Causing loss, damage or injury to the club's property through extreme negligence;

Substance Abuse

- Serious incapability at work due to the taking of drugs or alcohol;
- Being in possession of prohibited or illegal drugs at the workplace;
- Buying or selling prohibited or illegal drugs at the workplace;

Other Legal Transgressions

- Giving or receiving bribes to or from a third party;
- Viewing or downloading unlawful materials on the club's computer systems;



- Smoking at the workplace;

General Disregard for the Club's Interests

- Disclosing without authorisation sensitive confidential information to a third party; and
- Wilfully refusing without justification to carry out a reasonable management instruction.

Implications of the Policy

Failure to adhere to this employee code of conduct would involve disciplinary proceedings.

10 Environmental Awareness Policy

Purpose of the Policy

The purpose of this policy is to raise awareness of where changes and improvements to working practices and routines can help improve the environmental impact of the club's operations.

Scope of the Policy

Elsham Golf Club is committed to helping safeguard and enhance the natural environment in the way that it operates and delivers its business. The club recognises the potential for minimising any negative environmental impacts by improving, even on a daily basis, the ways in which it goes about its business. It views the environmental awareness and commitment of its employees as being critical to the success of this objective.

This policy sets out some of the main areas in which adjustments to working practices and routines can help to improve the club's environmental performance. They represent sound housekeeping in their own right. The provisions of the policy therefore apply equally to any self-employed contractors, franchisees and licensees who operate from the club's premises and grounds, including individuals employed by such self-employed contractors, franchisees or licensees.

Energy Efficiency

The club aims to improve its energy efficiency, thereby reducing carbon emissions into the environment. Positive actions to be encouraged of those using the club's facilities include:

- Using natural light wherever possible;
- Installing automatic lights;
- Switching off lights in unoccupied rooms;



- Using heating or air conditioning systems only when needed;
- Closing windows where appropriate;
- Switching off equipment when not in use;
- Programming PCs to hibernate or shut down at set times; and
- Switching off monitors when PCs are not being used.

Water Conservation

The club aims to minimise its use of water partly to conserve a natural resource and also to reduce the carbon emissions involved in the pumping and supply of water. Actions to be encouraged include:

- Avoiding leaving taps running;
- Reporting leaks and having them repaired straightaway;
- Installing devices such as energy-efficient taps and showers;
- Minimising the use of heated water; and
- Updating where necessary to water-efficient dual-flush toilets.

Waste Reduction

The club aims to reduce the amount of general waste it produces, following the principles of reducing, re-using and recycling in order to avoid the need for disposal into landfill sites. Actions being taken include:

- Reducing the use of paper within the buildings;
- Printing larger documents only where absolutely necessary;
- Only using colour printing when necessary and for a final copy
- Fully utilising the recycling facilities provided;
- Recycling packaging materials;
- Using recycled materials such as paper towels wherever possible; and
- Recovering materials where feasible for alternative uses.

Pollution Prevention

The club aims to prevent air, water or land pollution being caused by any of its activities, the onset of which would have harmful effects for the environment and for people's health. Positive actions being encouraged in addition to those concerning energy efficiency above include:

- Using more biodegradable and environmentally-friendly chemicals;
- Minimising the use of solvents and lead-based paints;
- Developing video-conferencing facilities as an alternative to making business journeys;
- Choosing electric or hybrid vehicles, or those that use unleaded fuel;



- Keeping vehicles in good running condition to avoid excess emissions;
- Sharing rides or car-pooling wherever possible;
- Walking or cycling wherever possible;
- Disposing of defective machinery that can produce environmentally hazardous gases;
- Arranging for litter to be retrieved as soon as it is seen; and
- Maintaining full adherence to the club's no smoking policy.

Regulatory Compliance

As a minimal level of performance, the club will ensure that its activities are compliant with relevant legislation, regulation and codes of practice relating to its environmental impact. In areas where no regulatory standards exist, it will establish its own high standards of performance.

Awareness and Participation

For this policy to be successful, the club must create the conditions that encourage its people to identify and participate in environmental improvement initiatives. Appropriate training and information is therefore essential in supporting their understanding and commitment to environmentally-friendly practices. There will also be full engagement with all concerned as this policy is reviewed and its effectiveness evaluated.

Implications of the Policy

The policy will also be reviewed and developed in the context of the club's policies on other areas, such as health and safety. The club's management of the golf course itself operates to more specific regulations and guidelines, and is therefore not covered by this general policy, albeit that the commitment to environmental improvement is the same.

11 Equality and Diversity Policy

Purpose of the Policy

The purpose of this policy is to set out the club's commitment to the promotion of equality in all of its employment practices and the creation of an empowered and productive work environment where all people can feel they are valued and treated with dignity.

Scope of the Policy

This policy applies to all employment practices involved in the leadership, management and operation of the club. These areas include:



- Job advertising, recruitment and selection;
- Terms and conditions of employment;
- Pay and benefits;
- Promotion, transfer and training;
- Disciplinary and grievance procedures;
- Dismissal or other form of detriment; and
- Selection for redundancy or lay-off.

The policy has been prepared to reflect the statutory framework for equality and anti-discrimination in the United Kingdom that is now primarily provided by the Equality Act 2010. The policy applies equally to all employees and members who have responsibility for areas of employment practice at the club. All employees have a duty to act in accordance with this policy in their daily work and interactions, treating colleagues and others with dignity at all times.

Characteristics Protected by Law

The Equality Act sets out nine diverse characteristics whereby it is unlawful for individuals to be subjected to discrimination simply because they have them. These are referred to as 'protected characteristics' and they are:

- Age;
- Disability;
- Gender reassignment;
- Marital or civil partnership status;
- Pregnancy or maternity;
- Race including colour, nationality, ethnic or national origin;
- Religion or belief;
- Sex; and
- Sexual orientation

Different Forms of Discrimination

Individuals who have any of these characteristics are protected by the law against several forms of discrimination. These forms of discrimination may be described as follows:

Direct discrimination - treating someone with a protected characteristic less favourably than others;

Indirect discrimination - putting rules or arrangements in place that apply to everyone, but that put someone with a protected characteristic at an unfair disadvantage;

Harassment - unwanted behaviour linked to a protected characteristic that violates someone's dignity or creates an offensive environment for them; and



Victimisation - treating someone unfairly because they have complained about discrimination or harassment.

The Club's Equality and Diversity Aims

The club is committed to applying its employment policies and practices in both the spirit and the letter of the equality legislation. This commitment is guided by the following general aims. These are based on both fairness and the effective delivery of the club's business. These aims are:

- To achieve a diverse and well-balanced workforce that is able to meet the needs of all the communities that the club serves;
- To have employment practices that are fair, inclusive and open to all employees whatever their characteristics, background or circumstances;
- To maintain a work environment and culture whereby all employees irrespective of individual characteristics are dealt with on an equitable basis and in a fair and consistent manner in all aspects of their employment;
- To ensure that all employees are judged on merit and ability in terms of assessment of performance, entitlement to reward or benefit, and promotion or training opportunities;
- To remove or minimise any barriers that inhibit the club from maximising the full potential of all of its employees; and
- To eliminate and prevent all forms of unlawful discrimination.

Positive Actions

In working towards these aims, the club will continually seek to develop and implement positive actions and improvements in its practices and procedures. Examples of this include:

- Monitoring the diversity of people making applications for jobs to establish whether advertisements for vacancies are reaching under-represented groups;
- Removing from recruitment documentation any qualification or experience requirements that are no longer justified in terms of the job to be done and might indirectly discriminate against individuals with one or more of the protected characteristics;
- Reviewing traditional qualification and experience requirements for promotion, transfer and training, such as length of service, and age, to establish whether they unjustifiably discriminate against certain groups of workers;
- Reviewing the terms of employment, benefits, facilities and services available to employees to continually ensure that they are provided in a way which is free from discrimination;
- Monitoring the conditions of service and progression of part time employees to ensure that they are being offered appropriate access to benefits and training and promotion opportunities, including agreeing reasonable requests to alter working hours;
- Examining the club's redundancy selection criteria and procedures to ensure that they do not operate in a discriminatory manner, including establishing whether the availability of



voluntary redundancy benefits is equitable and equally accessible to all groups of employees;

- Seeking upon request to accommodate at the workplace the requirements of different religions, cultures, and domestic responsibilities; and
- Discussing with affected employees any reasonable adjustments at work that would overcome or help with difficulties being experienced because of an existing or new disability.

Raising a Concern

Where an employee feels they have been subject to any form of discrimination, direct or indirect, including harassment or victimisation, they should immediately raise the issue with their line manager or, where this is not possible, another person in a position of responsibility at the club. They may wish to raise the issue informally at first or, if they feel this is not appropriate, then at a formal level. The correct way of formally raising issues covered by this policy is through the club's grievance procedure.

Allegations regarding potential breaches of this policy will be treated in confidence and investigated in accordance with the relevant procedure. Employees who make such allegations in good faith will in no way be treated less favourably as a result, as provided for by this policy and the legislation that lies behind it. False allegations which are found to have been made in bad faith, however, may be dealt with under the club's disciplinary procedure.

Implications of the Policy

Any employee who is found to have committed an act of discrimination as described in this policy will be subject to disciplinary action. Such behaviour may be considered to constitute gross misconduct. Any employee who believes that they have been the victim of discrimination by either a colleague or the club has the right to submit their concern through the club's grievance procedure. Employees should consult their line manager in the first instance in the case of any doubt or concern about the application of this policy in a particular instance.

The club will review the policy where changes are made to the legislative framework, and will revise the relevant provisions as required.

12 Flexible Working Policy

Purpose of the Policy

The purpose of this policy is to explain the process for employees to submit a flexible working request in order to achieve a better balance between their work life and other commitments.



Scope of the Policy

The policy concerns requests that employees may wish to make to change the working arrangements regarding days and hours of work that are included in their contract of employment. All eligible employees have the right to make such a request under UK law, and so this policy potentially applies to all employees of the club.

Types of Flexible Working

Flexible working is the name given to any type of working pattern which is different from an employee's existing one. Flexible working arrangements might include, for example:

- Changing from full-time to part-time work, usually by working fewer days;
- Changing the part-time hours currently worked, perhaps from weekends to weekdays;
- Changing working hours to fit in with, for example, school hours, college hours or care arrangements;
- Compressed hours, by working the usual hours but over fewer days;
- Flexitime, allowing the employee to vary start and end times around agreed core hours;
- Working from home for part or all of the time, rather than the normal place of work;
- Job sharing, where two people do one job and split the hours;
- Staggered hours, allowing the employee to start and finish their days at different times;
- Annualised hours, where a certain number of hours are worked over the year but with flexibility about when they are worked;
- Phased retirement, with the phasing out of the default retirement age allowing older workers to seek to reduce their hours while beginning to draw retirement benefits; and
- Term-time work, where the employee is not required to work during the school holidays.

Right to Request Flexible Working

The Employment Rights Act 1996 together with subsequent regulations provides a statutory right for employees in the UK to apply for flexible working. This is in effect a statutory right to request a variation to the employment contract. To be eligible, employees must meet both of the following criteria:

- They must have worked continuously for their employer for 26 weeks at the date of making the request; and
- They must not have made another application to work flexibly during the previous 12 months at the date of making the request.

From 2014, this statutory right has been extended to cover all employees and not just those with certain parental or caring responsibilities, as was previously the case. In turn, employers have a duty to consider and deal with all requests in a reasonable manner. This should involve assessing the advantages and disadvantages of the application, holding a meeting to discuss



the request with the employee, and offering an appeal process where the request is refused. They must do this within a three month time limit that may be extended by agreement. The three month timeline includes any appeal that may arise.

Making the Request

A request from an employee under the statutory framework must be in writing and sent to the club's general manager. It should ideally be submitted at least two months before the changes being requested would take effect, and must include the following information:

- The date of the application;
- A statement that this is a statutory request for a contract variation under the flexible working provisions;
- The change to the working pattern the employee is seeking;
- A timeline for when they would like the change to come into effect;
- An explanation of how they believe the new arrangements might affect the club's business;
- Their opinion on how any such effect might be accommodated; and
- Confirmation with dates of any previous requests for flexible working that they have made.

Requests from parents or carers should not be prioritised over requests from other employees. Where an application is withdrawn, the employee cannot make another one for 12 months.

Meeting to Discuss the Request

Before the club makes a decision, a meeting to discuss the request will be arranged with the employee, who may be accompanied by a work colleague if they wish. The meeting will be held as soon as possible, and may only involve a brief conversation in cases where the club intends to accept the contract variation as requested. In other cases, the meeting will allow the opportunity to discuss the reasons for the request, any potential problems with the requested change, and possible alternatives that might be acceptable to both sides. The club will write to the employee within 14 days of the meeting to inform the employee of its decision.

Where the Request is Agreed

In cases where the club has decided to agree the requested change to the work pattern, or has at the meeting agreed a mutually acceptable alternative change to the working pattern, revised terms and conditions in the employment contract will be required. The club will write to the employee within 28 days of its decision with details of the new working arrangements, an explanation of the changes to the contract of employment and the date on which they are to commence. The employee will be asked to confirm their agreement in writing. They will also be expected to cooperate with the club on practical matters such as the handing over of work.



Where the Request is Refused

There may be situations where the club is unable to agree to the request and cannot find a mutually acceptable alternative flexible working option. In making that decision, however, the club must have regard to the criteria set out in the legislation for rejecting statutory flexible working requests. Where a request is rejected, the decision must be based on one of the following business reasons where adverse implications can be demonstrated:

- A burden of additional costs that may damage the club's business;
- An inability to reorganise work within available staffing resources;
- An inability to recruit additional staff to cover the work;
- A detrimental impact on quality or standards;
- A detrimental impact on performance;
- A detrimental effect on the club's ability to respond to and meet customer demand;
- An insufficiency of work for the periods the employee proposes to work; and
- Planned structural changes to the organisation or the business.

In these circumstances, the club will write to the employee. The club's letter would include:

- The business reason or reasons for rejecting the application;
- An explanation of why those reasons apply in this particular case; and
- The club's appeal procedure that the employee may choose to follow.

Appeal Procedure

Whilst employees no longer have a statutory right to an appeal in the event of a flexible working request being rejected, the club considers it good employee relations practice to include one. Where an employee does wish to challenge a decision, they must make the appeal within 14 days of being notified of the decision. The club's normal procedures for appealing will be used, and the employee would be entitled to be accompanied at the appeal hearing by a work colleague if they wish.

The club's decision arising from the appeal hearing would be final. Where the appeal is upheld, then the processes described above for where a request has been agreed would apply. That is, the club would write to the employee within 28 days of its final decision with details of the new working arrangements, an explanation of the changes to the contract of employment and the date on which they are to commence.

Implications of the Policy

The club accepts and values the importance of balance in the lives of its employees. It recognises that well-managed flexibility in their working arrangements can also bring benefits to the business in terms of retaining employees and helping them to maintain high levels of



health, morale and productivity. Whilst there is no automatic right to flexible working, all requests made under the statutory entitlement will be considered positively with the aim of finding a way forward that is acceptable to both sides.

13 Grievance Policy and Procedure

Purpose of the Policy

The purpose of this policy is to set out the club's procedure for attempting to resolve in a fair, consistent and timely manner any concern, problem or complaint raised by an employee about any aspect of their employment or the people with whom they interact whilst at work.

Scope of the Policy

Grievances are defined by ACAS in its Code of Practice on Disciplinary and Grievance Procedures as concerns, problems or complaints that employees raise with their employers. The policy applies equally to all employees and places responsibilities on both the club and the employee on how the steps towards a possible resolution of the grievance are to be taken. Any concerns about wider organisational matters or perceived malpractice should be raised under the club's Whistleblowing Policy.

The Statutory Framework

By law, employers must set out a grievance procedure and share it in writing with all employees. The procedure must make clear:

- Who the employee should contact about a grievance;
- How that person is to be contacted;
- That if the problem cannot be resolved informally, there will be a meeting with the employee, called a grievance hearing;
- Time limits for each stage of the process;
- Who should be first contacted if the normal contact person is involved in the grievance;
- How to appeal a grievance decision;
- That employees may be accompanied in any formal meetings by a colleague or union representative; and
- The process involved where a grievance is raised during disciplinary action.

Fairness Principles

The policy is guided by the provisions of the ACAS Code of Practice, the current version of which has had statutory effect since 2015. The code sets out the following as elements of how



workplace grievances should be dealt with fairly through the different stages of the resolution procedure:

- Employers and employees should raise and deal with issues promptly and should not unreasonably delay meetings, decisions or confirmation of those decisions;
- Employers and employees should act consistently;
- Employers should carry out any necessary investigations, to establish the facts of the case;
- Employers should inform employees of the basis of the problem and give them an opportunity to put their case in response before any decisions are made;
- Employers should allow employees to be accompanied at any formal disciplinary or grievance meeting; and
- Employers should allow an employee to appeal against any formal decision made.

Raising a Grievance

Problems and tensions that arise in work situations may well worsen rather than improve if they are not quickly addressed and resolved. This procedure is not intended to take the place of minor, day to day issues being dealt with through conversation as part of the daily work routine. There will, however, be situations where an employee feels that the nature of the issue is such that they must raise it at management level. For those situations, a four stage procedure is to be followed. The grievance may be resolved at various stages of the procedure.

Stage 1 Informal Resolution

Employees raising a grievance are encouraged to first do this by arranging a discussion with their immediate manager and explaining to them the concern, problem or complaint that they have. The grievance should be raised orally and informally with no third parties involved. The manager will then attempt to resolve the matter to the satisfaction of the employee within five working days. In situations where the immediate manager is personally involved in the matter being raised, the employee has the option of informally raising the grievance with a more senior person such as the general manager of the club. This also applies to Stage 2 of the procedure.

Stage 2 Formal Grievance

There are two situations where a formal grievance will arise. The first is where an informal resolution of the matter has been attempted but the outcome considered unacceptable by the employee. The second is where the employee considers the matter from the outset to be so serious that they wish to raise it formally and in writing. In either situation, the grievance should be raised within three months of the actions or events giving rise to it. The grievance should be submitted in writing to the employee's manager. There is no prescribed format for this, but the written grievance should focus on the facts, and avoid speculation and inappropriate language. It should also state why the employee is unhappy with any initial informal attempts to resolve the grievance. Within five working days, the employee will receive a written acknowledgement and notification of when a formal grievance hearing is to be held.



Stage 3 Grievance Hearing

Once the manager has had a reasonable opportunity to investigate and consider the grievance, a formal grievance hearing will be held with the employee. The employee will be informed in advance and in writing of the timing and location of the hearing which will normally take place within seven working days of the grievance having been received. The employee has the right to be accompanied at the hearing by a colleague or trade union representative. The manager may arrange for another manager to also attend to make sure that the hearing is seen as being conducted fairly, and an appropriate record will be taken. The employee must take all reasonable steps to attend the hearing as scheduled. A reasonable alternative date and time will be offered where necessary. Where an employee declines to attend all attempts to hold the hearing, then the manager may make the decision without a hearing.

At the hearing, the employee will be given the opportunity to express their concerns and explain their case. The manager may ask any other people involved in the grievance to attend the hearing to assist with clarifying matters and achieving an effective resolution. The manager may choose to adjourn the hearing to have further investigations carried out, upon which it will be reconvened. After the hearing, the manager will give the employee in writing the decision on the grievance. This will normally be within 24 hours and will also include notifying the employee of their right of appeal against the decision if they are not satisfied with it.

Stage 4 Appeal

Where the employee is not satisfied with the manager's decision and the outcome of the hearing, they may exercise their right of appeal. This should be submitted in writing and sent to the Management Board of the Club, within seven days of the hearing. The employee will then be invited to an appeal meeting. This will normally be held within five days of the appeal being made. The appeal will be heard by one or more members of the Club's Management Board. As with the original hearing, the employee has the right to be accompanied by a colleague or trade union representative. The person presiding over the appeal meeting will provide the employee with the outcome of the appeal. This decision will be in writing, normally given within 24 hours, and will be final.

Grievances Raised During a Disciplinary Process

Where an employee raises a grievance during a disciplinary process, the disciplinary process will be temporarily suspended in order to deal with the grievance. Where the grievance and disciplinary cases are related, both issues will normally be dealt with at the same time.

Implications of the Policy

Action taken against an employee because they have raised a grievance would be considered unacceptable victimisation and would lead to disciplinary action against those involved.



The club will review the policy where changes are made to the statutory framework and national guidance, and will revise the relevant provisions as required.

14 Harassment and Bullying Policy

Purpose of the Policy

The purpose of this policy is to confirm the club's commitment to creating a working culture where it is widely known that harassment and bullying is unacceptable and where individuals are confident enough to bring complaints without fear of ridicule or reprisal.

Introduction and Scope

Elsham Golf Club is committed to ensuring equal opportunities and fair treatment in the workplace for all of its employees. We strongly believe that the dignity of employees should be upheld and that every employee has the right to a safe working environment that is free of harassment and bullying.

The club endeavours to create a working culture where it is widely known that harassment and bullying is unacceptable and where individuals are confident enough to bring complaints without fear of ridicule or reprisal.

This policy applies to all employees of Elsham Golf Club. It does not form part of any employee's contract of employment, and the club reserves the right to change this policy at any time and in any event will review it on a periodic basis.

This policy covers bullying and harassment in the workplace and in any work-related setting outside of the workplace, such as business trips and work-related social events. This policy does not extend to bullying or harassment by customers, suppliers or visitors. In these cases employees should report any such behaviour to their manager who will take appropriate action.

General Principles

Employees are responsible for their own behaviour and it is their duty to be sensitive to the impact they have on the people around them. Employees should discourage bullying and support colleagues who suffer such treatment. It is the responsibility of all managers to be alert to the various forms of harassment and for ensuring that employees are aware of their responsibilities.



The club will take all complaints seriously and will promptly investigate the allegations of harassment and bullying. Pre-judgements will not be made and confidentiality will be respected at all times. Whilst investigations into alleged harassment and/or bullying are on-going, the club will – wherever possible - try to ensure that the employee and the alleged bully/harasser are not required to work together.

Allegations of bullying and/or harassment may constitute gross misconduct under the club's Disciplinary and Performance Capability Policy and therefore, alleged offenders may face disciplinary action up to and including summary dismissal. Where serious bullying or harassment has been alleged, consideration will be given to precautionary suspension of the alleged bully/harasser to enable investigations to proceed. It should be noted that suspension is not an indication of guilt, but a precaution.

Due to the serious consequences that can occur as a result of false allegations of bullying or harassment, complaints that are found to have been made for malicious reasons may result in disciplinary action being considered against the complainant. In the event that an alleged bully/harasser victimises an employee for making a complaint or assisting in an investigation, they may also face disciplinary action.

Harassment and Bullying Procedure

Initial action following receipt of a complaint

When complaints are brought to a manager's attention, they should consult with the General Manager or Club Chairman.

Type of procedure to be used

Dependent upon the circumstances and the facts of the complaint, the initial emphasis may be on dealing with the matter informally. Employees should be made aware that investigation and disciplinary action can only be taken under the Formal Procedure. Any employee who believes that they have suffered any form of bullying or harassment in the workplace is entitled to raise the matter through the following procedures.

Informal Procedure

This procedure is appropriate where the employee simply wants the behaviour to stop, where the harassment or bullying is not serious or where it is an isolated incident. Employees can seek to resolve matters informally by approaching the alleged bully/harasser and making it clear to them that their behaviour is offensive, unwelcome and should stop. Employees can take this course of action, either:

- On their own;
- With the support of a working colleague; or



- With the support of a supervisor/manager.

A written record of any steps to resolve the matter informally will help with formal proceedings, which may become necessary if the offensive or unwelcome behaviour continues. An attempt to resolve problems through the informal procedure does not preclude employees from invoking the formal proceedings at any stage.

Formal Procedure

The formal complaint procedure is appropriate if the bullying is serious, if the person making the complaint prefers this, or if the bullying continues after the informal procedures have been used. Employees can initiate the formal procedure by making a written complaint to their manager. In the first instance, employees should make the complaint to their manager; however, in special circumstances employees may make their complaints to their manager's manager. All formal, written complaints should state the following:

- The nature of the harassment/bullying;
- The name and job title of the alleged harasser/bully;
- Details of any witnesses and information relating to what they have witnessed; and
- Any action already taken by to stop the bullying/harassment.

The manager should submit the complaint to the General Manager as soon as it is received so that a formal acknowledgment can be sent to the employee. The General Manager will also be able to provide support and advice on the next steps of the process in order for it to be investigated and dealt with under the grievance procedure.

Definitions and Examples

Bullying

Workplace bullying is generally classified as behaviour towards an employee, which is, intimidating, malicious or insulting. The abuse or misuse of power through means intended to undermine, humiliate, denigrate or injure the recipient is also defined as bullying. Bullying can be in the form of an isolated incident or a sustained 'campaign'.

Harassment

Harassment is a very broad term that can be described as unwanted conduct that is viewed as hostile, degrading, offensive, demeaning and unacceptable by the recipient. Harassment may be related to age, sex, gender reassignment, race, disability, religion, religious belief, sexual orientation, nationality or any personal characteristic of the individual. This can be in the form of an isolated incident or a sustained 'campaign'.



Examples of Harassment and Bullying

- Spreading malicious rumours, or insulting someone (particularly on the grounds of age, race, sex, gender reassignment, disability, sexual orientation and religion or belief);
- Copying memos that are critical about someone to others who do not need to know;
- Ridiculing or demeaning someone – picking on them or setting them up to fail;
- Excluding or victimising someone;
- Unfair treatment (particularly on the grounds of age, race, sex, gender reassignment, disability, sexual orientation and religion or belief);
- Overbearing supervision or other misuse of power or position;
- Unwelcome sexual advances, for example, touching, standing too close, the display of offensive materials, asking for sexual favours, remarks or suggestions towards a person's body, making decisions on the basis of sexual advances being accepted or rejected;
- Making threats or comments about job security without foundation;
- Deliberately undermining a competent worker by overloading and constant criticism;
- Preventing individuals progressing by intentionally blocking promotion or training opportunities; and
- Unwanted nicknames.

The list above is not exhaustive but gives examples of harassment and bullying that are deemed to be unacceptable.

15 Health and Safety Awareness Policy

Purpose of the Policy

The purpose of this policy is to raise awareness of the statutory provisions regarding employees' general responsibilities for health and safety in the workplace.

Scope of the Policy

The focus of the policy is solely on the role that employees are reasonably expected to play in promoting health and safety in the workplace. This draws in particular on the Health and Safety at Work Act 1974 and subsequent regulations. It should be read in conjunction with the broader Health and Safety Policy that sets out in greater detail how the club aims to deliver its legal duty of providing a healthy and safe environment for employees, members and other visitors.

UK Legislation on Health and Safety at Work

All employees have a right to work in places where risks to their health and safety are properly controlled. The Health and Safety at Work Act 1974 is the principal piece of legislation covering



occupational health and safety in the UK and giving effect to this right. It sets out the general duties that employers have towards employees and members of the public, and that employees have to themselves, to each other and to their employer. A number of general health and safety duties required of employees were included in the primary legislation. Others have been added by subsequent statutory regulations. These general responsibilities are listed and described below, and they are then briefly explained in turn:

- All employees should take reasonable care of themselves whilst at work;
- They should take reasonable care of others who may be affected by their acts or omissions at work;
- They should cooperate with their employer to help them comply with health and safety legislation;
- They should not misuse or mistreat work equipment provided for the purposes of meeting the statutory health and safety requirements;
- They should use any machinery, equipment, dangerous substance, transport equipment, means of production or safety device in accordance with the training and instruction provided;
- They should inform their employer of any work situation that presents a serious and imminent risk; and
- They should inform their employer of any matters they would reasonably consider to represent a shortcoming in health and safety protection arrangements.

Taking Reasonable Care of Themselves

All employees must take reasonable care of their own health and safety whilst at work. This means that they should not put themselves at risk of harm. What this requires in practice depends on the nature of the workplace environment, the job and the individual. However, there are some common safety principles that would apply to any work situation, for example:

- Employees should not act in an unsafe way, unnecessarily deviating from established procedures;
- They should not wear clothing, footwear or jewellery that is inappropriate for the tasks they carry out or the environment in which they are working;
- They should not carry out work activities without being confident that they have been sufficiently trained and are competent to do so, informing their manager where this is not the case;
- They should always wear any personal protective equipment with which they have been provided for use whilst in the workplace or for specific tasks;
- They should make sure that they fully understand all workplace safety procedures and rules, for example in relation to the location of fire extinguishers, fire exits and alternative ways of leaving the building in an emergency; and
- They should inform their manager of any changes in their health or their circumstances, for example pregnancy, that may affect their ability to safely carry out their work.



Taking Reasonable Care of Others

Employees do not have the same level of responsibility as their employer in terms of health and safety, but they still owe a duty of care to others in the workplace. This does not just mean their immediate work colleague or others in close proximity. The duty is to anyone who may be placed at risk by what they do or do not do in the course of their work. Reasonable expectations of employees in this respect would include:

- Avoiding reckless behaviour that could result in injury to others;
- Carrying out any housekeeping and maintenance duties in such a way as to keep the workplace safe for others who will be using it;
- Ensuring that no workplace hazards are created by the work they are carrying out; and
- Ensuring that any equipment or facility that they find to be damaged, faulty or unhygienic is not left in that condition without being reported.

Cooperating with the Employer

Under the legislation, it is required of employees that they fully cooperate with their employer's efforts to sustain or improve a safe and healthy working environment. This includes:

- Attending all relevant health and safety training required by their employer such as fire drills, security meetings and first aid training;
- Acquiring an understanding of the employer's health and safety risk and hazard control procedures, observing them and ensuring that safety equipment and clothing are always used as directed;
- Complying with the instructions of fire-wardens if there is a fire, suspected fire or fire alarm, or a practice drill for any of those scenarios;
- Keeping emergency routes and exits clear at all times, and not locking or fastening exit doors in a way that might slow down anyone trying to escape in the event of an emergency;
- Reporting and recording in the employer's accident book straight away all accidents however minor; and
- In general terms, once given everything that they need to work safely, following all safety instructions given and measures provided.

Not Misusing or Mistreating Work Equipment

Employees must not obstruct, misuse or interfere with anything that has been provided for their health, safety or welfare. Unless trained and unauthorised to do so, they should not, for example:

- Interfere with the fire alarm system;
- Tamper with fire-fighting equipment such as portable fire extinguishers;



- Obstruct, lock or fasten emergency exit doors;
- Move safety barriers, guards or screens;
- Remove, relocate or alter any safety signs or illuminations;
- Open and remove the legally determined contents of first aid boxes; and
- Attempt temporary fixes where there are faults or damage to any of the above.

Using Equipment in Accordance with Instruction and Training

As a general principle, employees should use equipment as directed by any instructions given by their employer or contained in any approved operating manual or instructions for use. The employer must ensure that the work equipment is suitable for its intended purpose and that it is maintained in safe working order. The employee in turn must ensure that it is used and stored in a correct and safe manner. The duty to apply their training includes not only training provided by the current employer, but also any training from previous employers.

Where the wearing of personal protective equipment has been identified by the employer as being required as part of the safety control measure provision, then the equipment must be provided at no cost to the employee. Personal protective equipment can include items such as safety helmets, gloves, eye protection, hazmat suits, high-visibility clothing, safety footwear, safety harnesses, ear plugs, ear defenders and respiratory protective equipment. New regulations that were put in place in 2018 require the following of employees to whom personal protective equipment has been issued:

- To correctly use any such items provided as directed and in accordance with any training, instructions or information they have received;
- To return those items to their storage place after use unless agreed otherwise with the employer; and
- To take care of the items and report defects or loss as soon as they become aware of them.

Informing Employer of Dangerous Work Situations

It is the employer's responsibility to communicate to all employees how incidents, risks, hazards and defects are to be reported. It is then the responsibility of employees to report any such dangerous situations that they observe or encounter in the workplace. Unsafe situations might be ripped carpets, broken equipment, exposed wires or unhygienic welfare facilities. They might also involve wider exposure to hazardous substances or a risk of falling debris or structures. Where a reported workplace situation presents serious or imminent danger, then the employer must put in place adequate emergency arrangements.

Informing Employer of Health and Safety Shortcomings

At a more general level, employees are also expected to report anything that someone with their training and instruction would reasonably consider to be a shortcoming or failure in the



health and safety arrangements at the workplace. This may be where an employee has observed that control measures originally established for assessed risks or hazards are no longer in place or no longer functioning as intended. It may alternatively be where they believe that existing control measures have become inadequate due to the nature and level of the risk or hazard significantly changing over time. In either scenario, the employee has a duty to report their views on the matter without delay. Whilst the informal management process is the usual and quickest way to communicate the issue, invoking the employer's whistleblowing policy would be another legitimate option.

Implications of the Policy

More specific detail on these areas are included in the club's Health and Safety Policy. Any breach or non-observance of either policy would constitute a disciplinary offence.

16 Holiday Leave Policy

Purpose of the Policy

The purpose of this policy is to confirm the holiday leave arrangements that apply to employees of the club.

Scope of the Policy

This policy applies to all employees of the club, whether working full-time, part-time or on a casual basis. It sets out the club's approach and procedures for employees' entitlement to paid holiday leave, including public and bank holidays, within the statutory leave framework.

Statutory Annual Leave

Almost all workers in the UK have a statutory right to a minimum of 5.6 weeks leave with pay each year. The first four weeks arise from the EU's Working Time Regulations 1998, with the additional 1.6 weeks originating in UK law. The definition of 'worker' is broad and includes, for instance, all employees working full-time, part-time and on a casual basis, as well as others working irregular hours or on zero-hours contracts. Paid Public Holidays are part of the 5.6 weeks holiday pay, but the employer can treat them differently subject to the requirements of the business.

The actual number of statutory leave days an employee receives depends on how many days or hours they work. If they work part time, they are still entitled to 5.6 weeks paid holiday, but pro-rated in proportion to the hours they work. All holiday leave entitlement begins to accrue from the day the employee starts working.



The leave year and holiday entitlement is not affected by maternity, paternity or adoption leave, or sick leave. The employee still accrues holiday entitlement in the normal way over these periods. Employees who take up their full year's entitlement of maternity leave, for instance, will return with a whole year's accrued holiday leave

Public Holidays

There are eight public or bank holidays in England each year, and this number matches the 1.6 weeks holiday entitlement arising from UK law. These public holidays are:

- New Year's Day;
- Good Friday;
- Easter Monday;
- May Day Holiday;
- Spring Holiday;
- Late Summer Holiday;
- Christmas Day; and
- Boxing Day.

Where any of New Year's Day, Christmas Day or Boxing Day falls on a Saturday or a Sunday, they are replaced by a substitute weekday for the purposes of having a public holiday. This is usually a Monday, as is the case for the Boxing Day Holiday for 2020. Part time employees are given a pro-rated amount of holiday in hours for their public and bank holidays, based on the amount of hours they work. They then use this to cover any public or bank holidays that fall on a day that they would normally be working.

Holiday Leave and Pay Entitlement at Elsham Golf Club

Elsham Golf Club's holiday leave scheme is based on the statutory leave minimum entitlement. Irrespective of rate of pay and length of service following the first year, all employees of the club have an annual entitlement of 28 days paid leave. The first 20 days are to be taken on days to be agreed with the club. The other eight days are to be taken as the English public holidays, unless an employee's individual contract of employment states otherwise for any or all of those public holidays. This entitlement is pro-rated for part time employees. Where the club closes on a public holiday, and a part time employee has exhausted their pro-rata public holiday entitlement, they will not be paid for that day. If they wish to be paid for that day, they have the option of either taking the time from their annual holiday entitlement, or arranging to work on an alternative day, in accordance with the needs of the club. Employees are paid at their normal rate of pay for all holiday leave taken, unless the contract of employment states differently for any public holidays that may have to be worked. The holiday leave year runs from 1 April to 31 March.



Annual holiday entitlement during an employee's first year of employment accrues at the rate of one twelfth of the full annual holiday entitlement, on the 1st of each month, in advance. Leave can only be taken once entitlement has accrued. Thereafter the employee is entitled to their full annual holiday entitlement each year, with no further requirement to accrue holiday rights. Overtime is not normally included in the calculation of holiday pay, except where the overtime is contractually guaranteed. Employees may be required to work during recognised public holidays, depending on the needs of the club, and will be given as much notice as possible where this is the case.

Requesting Holiday Leave

Holiday leave requests should be submitted to the general manager as soon as possible. As a general rule, the club would expect to receive a minimum of four weeks' notice prior to the requested annual holiday start date where holidays of one week or more are requested. Holidays for lesser periods normally require at least two weeks' notice. Requests for more than ten consecutive working days as holiday would only be approved at the club's discretion based on the needs of the business.

The Club will try to co-operate with employees' holiday plans wherever possible. However, it is advised that holidays should not be booked until the leave request has been authorised. Any employees wishing to observe religious holidays are permitted to do so from within the overall holiday entitlement. The granting of all holiday requests is in principle subject to adequate cover being available and the overall needs of the club.

Carrying Over Annual Leave

The four weeks of annual leave granted by the Working Time Regulations cannot generally be carried over to the next leave year. This is to ensure workers' health and safety. There are, however, exceptions to this general rule. Where an employee is unable to take their holiday because they are on a different kind of leave, they are permitted to carry forward their holiday into the next leave year. This applies, for example, to employees on maternity, parental or sick leave. An employee may also be unable to take their annual leave before they start their maternity leave due to the early birth of the child or pregnancy related sickness absence. In such circumstances, if it is not possible or convenient for the employee to take their holiday prior to going on maternity leave, then they are entitled to carry over the leave to the next year. All of the leave entitlement may be carried forward in these and equivalent cases. Where these exceptional circumstances do not apply, any part of this four weeks leave that is not taken during the leave year will be lost. There is no provision for payment in lieu of the taking of these four weeks leave.

Where an employee's contract requires them to work on any or all of the public holidays, and where they have not been able to take holiday leave in lieu of those public holidays, then they may be permitted to carry over into the next leave year all or some of the untaken holiday entitlement. This would be at the sole discretion of the club, taking into account the



circumstances involved, and would require prior management approval. It would not normally involve more than three days being carried forward into the next leave year, pro-rated for part time employees.

Termination of Employment

In the event of termination of employment, employees are entitled to statutory holiday pay calculated on a pro-rata basis for all annual holiday already accrued but not taken at the end of the employment. Where an employee, on termination of employment, has taken more statutory holiday entitlement than they have accrued in that holiday year, an appropriate deduction will be made from their final payment. This will be calculated at a rate derived from the employee's normal basic rate of pay.

Implications of the Policy

Each employee's annual paid holiday leave entitlement is included as part of their employment contract. This should also specify whether any or all of the recognised English public holidays are treated as normal working days, rather than as days that must be taken as paid leave.

17 Miscellaneous Workplace Rules Policy

Purpose of the Policy

The purpose of this policy is to set out a number of rules that apply to employment at the club.

Scope of the Policy

This policy concerns a number of employment rules that are in place at the club. They are brief statements of the club's policy position on a number of largely unrelated employment aspects or issues. It is considered that the nature and content of each rule is sufficiently self-evident to not require any wider policy expansion or explanation. They are listed in alphabetical order rather than in order of importance. Additions may be made to the list at any time. Certain of the rules also apply to any self-employed contractors, franchisees and licensees who operate from the club's premises and grounds, including individuals employed by such self-employed contractors, franchisees or licensees.

Appearance and Dress

The club expects that its employees whilst at work will maintain a standard of dress and appearance that is clean and tidy, avoids extremes of fashion, and presents a positive and professional image to colleagues, members and visitors.



Changes in Personal Details

Employees must notify the club without delay of any change in personal details, including change of name, address, telephone number or next of kin, to ensure that accurate personal details are maintained under the General Data Protection Regulation.

Club Property

Items of club property must not be removed from the premises except 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 an appropriate deduction from the employee's pay. On termination of their employment, employees must return all club property in their care.

Commitment to the Club

Employees must devote the whole of their time, attention and abilities to their duties for the club during the hours of work. They may not in any circumstances, whether directly or indirectly, undertake any duties for any other purpose during their hours of work.

Confidentiality

Employees shall not at any time during their employment, except in the proper course of carrying out their duties, or after their employment, whether directly or indirectly, disclose to a third party or make use of any confidential information belonging to the club. The scope of 'confidential information' includes:

- Information relating to business methods;
- Corporate plans;
- Finances;
- Business opportunities and development projects of the club;
- Trade secrets including designs or inventions belonging to the club;
- All or any information relating to the marketing or sales of any past, present or projected product or service of the club; and
- Any information in respect of which the club owes an obligation of confidentiality to a third party, including members of the club, clients and customers.

Expenses

Expenses while on the club's business should be agreed in principle by the general manager beforehand, and subsequently supported by receipts. The club reserves the right to refuse to pay an expense claim where the expenditure is unreasonable, disproportionate or unnecessary.



Gambling

Gambling in any form is not permitted on the club's premises.

Keys and Security

Where employees are entrusted with responsibility for keys to buildings, vehicles or other equipment, they must keep them safe and attended at all times, ensure that the items are securely locked as required, and return all keys to the club upon termination of employment.

Limits of Delegated Authority

Where employees by virtue of their specific role at the club have certain levels of authority to commit the club to expenditure, the limits of that authority must not be exceeded unless by prior written authority. All such permissions to commit and authorise expenditure apply only within the conditions and limits set out in the club's financial procedures and scheme of delegations.

Mobile Devices at Work

Employees must ensure that personal mobile devices are switched off at all times during working hours, except where there are specified provisions in the contract of employment.

Other Employment and Outside Interests

It is a condition of employment that apart from their work within the club employees do not engage in any other employment or engage in any profession, trade or business, directly or indirectly, without the club's prior written consent. As a general rule, however, consent would only be withheld where the other employment or activity:

- Could reasonably be anticipated to have an adverse effect on the club or its customers;
- Could have an adverse effect on the employee's ability to carry out their work;
- Could reasonably be interpreted as competing with the club; or
- Would in any other respect create a conflict of interest in relation to their role at the club.

Employees would not be permitted under any circumstances to use any of the property or equipment for carrying out secondary employment.

Smoking

In line with current legislation, the club operates a strict no smoking policy throughout its premises at all times, including in vehicles parked at its premises, with no exceptions to staff, visitors or clients.



Statements to the Media

Any statements requested of the club by media organisations such as the press, radio or television must only be given by the general manager or officers of the club.

Timekeeping

Employees are required to arrive at work promptly, to be ready to start work at their contracted starting times, and to remain at work until their contracted finishing times.

Use of Private Vehicles

It is the responsibility of employees to ensure that, if they use their private vehicle for work-related purposes, they have a full and valid UK driving licence and the vehicle is properly taxed and insured for use on club business.

Vehicle Parking

Any vehicle parked on the club's premises either during or outside of the normal hours of work is left entirely at the employee's risk, with no liability for any damage accepted by the club.

Implications of the Policy

Breaches of any of these rules could lead to disciplinary action.

18 Parental Leave Policy

Purpose of the Policy

The purpose of this policy is to provide guidance on the statutory entitlement of employees to take unpaid parental leave in order to look after their child's welfare and in turn achieve a better balance between work and family life.

Scope of the Policy

This policy applies to all employees of the club who have parental responsibility and who have been in the employment of the club for more than a year. It gives guidance on the entitlement of eligible employees to take unpaid parental leave to look after their child's welfare. This may involve:



- Spending more time with their children;
- Looking at new schools;
- Settling children into new childcare arrangements; or
- Spending more time with family members, such as visiting grandparents.

The policy makes no distinction between adoption and natural birth.

Eligibility for Parental Leave

Employees qualify if all of the following criteria apply:

- They are named on the child's birth or adoption certificate or they have or expect to have parental responsibility;
- They are not self-employed or a 'worker', for example an agency worker or contractor;
- They are not a foster parent (unless they have secured parental responsibility through the courts); and
- The child is under eighteen years of age.

The most important roles involved in having formal parental responsibility are to:

- Provide a home for the child; and
- Protect and maintain the child.

The club may ask for proof of eligibility such as a birth certificate, where it is reasonable to do so. The club's position is to not extend eligibility to other groups.

Entitlement to Parental Leave

Eligible employees are entitled to 18 weeks' unpaid leave for each child and adopted child, up to their 18th birthday. The limit on how much parental leave each parent can take in a year is four weeks for each child, unless the club agrees otherwise. A year for this purpose begins on the date when the employee became entitled to take parental leave for the child in question. The employee must take parental leave as whole weeks, such as one week or two weeks, rather than individual days, unless the club agrees otherwise or if the child is disabled. Where the child is disabled, the employee is permitted to take leave in multiples of one day. Within the policy, a week is determined to be the length of time the employee normally works over seven days. There is no break in employment during any period of parental leave and employment rights are protected.

Parental leave applies to each child, not to an individual's job. The balance of an 18 week entitlement would be carried forward from a previous employer to the golf club. That balance cannot be claimed, however, until a year's employment with the club has been completed.



Where the employee has taken parental leave during a previous employment, they should provide details to their line manager.

Notice Period for Parental Leave

Employees must give 21 days' notice before their intended start date. If the employee or their partner are having a baby or adopting, it is 21 days before the week the baby or child is expected. The employee must confirm the start and end dates in their notice.

Where adequate notice of the intention to take parental leave is not provided, the club reserves the right to postpone the proposed leave for up to six months, if it considers that the leave as planned would unduly disrupt its business, and where the postponement would not adversely impact on the qualification for parental leave. In such a situation, the club would confirm in writing within seven days the reason for the postponement and would offer suitable alternative dates for the leave.

Returning from Leave

After taking parental leave for a period of four weeks or less, the employee is entitled to return to the same job. If a longer period of leave is agreed with the club, and if it is no longer possible to return to the same job, then the employee is entitled to a suitable and appropriate alternative position. This would be deemed to be a job that has the same, or better, terms and conditions as the old job.

Implications of the Policy

The policy exists for the benefit of employees. The club expects that employees giving notice of parental leave will not do so for purposes other than spending time with or otherwise caring for their child.

This policy gives general guidance only. It is not an authoritative statement of law, and cannot cover every point and situation. A comprehensive government link to parental leave is available at <https://www.gov.uk/parental-leave>.

19 Paternity Leave & Pay Policy

Purpose of the Policy

The purpose of this policy is to provide an outline of the statutory paternity rights and entitlements that are available to employees and the exercise of these at the club.



Scope of the Policy

This policy explains the key points regarding the statutory rights and the steps to be taken when employees wish to take paternity leave in order to care for a child or children or to give support to their respective partner. The policy provides information on the eligibility criteria for and entitlement to both paternity leave and pay. This includes references to adoption and surrogacy arrangements, and to shared parental leave.

Eligibility for Paternity Leave and Pay

Under the law, prospective fathers and partners have the right to take one or two weeks' paid paternity leave where certain conditions apply. Both statutory paternity leave and pay will apply where the employee:

- Is either the biological father, or their partner is having a baby, adopting a child or having a child through surrogacy;
- Has responsibility for the child's upbringing and is intending to take time off to care for the child or support the mother;
- Has been continuously employed by the club for at least 26 weeks at the end of the 15th week before the expected week of childbirth, irrespective of the number of hours worked, and is still employed by the club during that week;
- Has average weekly earnings during the eight weeks ending with the 15th week before the expected week of childbirth that are not less than the lower earnings limit set by the government in relation to national insurance contributions; and
- Gives at least 15 weeks' notice before the week the baby is expected using the appropriate documentation.

Where an employee qualifies for paternity leave, they will most likely also qualify for paternity pay, subject to them satisfying the weekly earnings criterion. Paternity leave and pay still apply in same-sex partnerships. One partner can take paternity leave, and the other can take maternity leave or adoption leave. They could also choose to take shared parental leave. Shared parental leave might apply where, with both partners having responsibility for a child, one partner ends their maternity or adoption leave early so that the remainder of the overall entitlement can be used more flexibly between the two. Similarly, if the couple is having a baby through surrogacy, one of them can take adoption leave, and the other paternity leave.

The employee may still be eligible for paternity leave and pay where the baby is either stillborn from 24 weeks of pregnancy or born alive but subsequently dies. An employee may also qualify for paternity leave and pay where they have separated from their partner but still has ongoing parental responsibility for the child. In adoption cases, paternity leave is not available to an employee who has decided to take adoption leave.



Paternity Leave Entitlement

Employees who meet the eligibility criteria are entitled to one or two weeks of paternity leave when they and their partner have a baby or adopt a child. Paternity leave is granted in addition to annual holiday leave entitlement. The statutory framework involves a number of considerations to be made regarding the taking of paternity leave. These include:

- Leave cannot start before the birth or adoption;
- It must be taken either as one week or as a block of two consecutive weeks;
- A week is the same amount of days that the employee would normally work in a week;
- This is the same even if there is a multiple birth, such as twins, or adoption;
- Leave can start either on the day the baby is born, the day a child is placed with the partners for adoption, or a date after the birth or adoption that is agreed in advance with the club;
- Where a date is agreed with the club, the leave must be completed within 56 days of the birth or the start of the adoption placement; and
- Preparations should be made with the club in case of situations where the baby is born earlier or later than expected, or the adoption placement starts earlier or later than expected.

Paternity Pay Entitlement

Statutory Paternity Pay is paid at the same rate as Statutory Maternity Pay. It is paid at a weekly rate prescribed by the government or at 90% of the employee's average weekly earnings, whichever is the lowest. The payment is made in the same way as the employee's wages, for example monthly or weekly, with tax and National Insurance deducted. The club will confirm the start and end dates for the paternity pay when it is claimed.

Notification Requirements

Employees must give the club notice that they wish to take paternity leave. They should do this at least 15 weeks before the expected week of childbirth, or no more than seven days after notification that they have been matched with a child for adoption. Paternity pay may be requested at the same time. In giving notice, the employee must inform the club of:

- When the baby is due, or the adoption placement start date;
- When they want their leave to start, for example on the day of the birth or placement or the week after the birth or placement; and
- Whether they wish to take one or two weeks' leave.

They must give the club 28 days' notice if they subsequently wish to change their start date. Proof of the pregnancy or birth is not required for either paternity leave or pay. Proof of adoption, however, is required for paternity pay. This can be a letter or certificate from the adoption agency. Requests for paternity pay in relation to an adoption placement must be made at least 28 days before the employee wishes it to start.



Employment Rights when on Paternity Leave

Employment rights are protected while an individual is taking paternity leave, except for the separate and distinct arrangement regarding pay during the leave period. Holiday leave and pension benefits, for instance, are unaffected, as is the entitlement to pay rises. Following paternity leave, employees have the right to return to the job they were doing before taking the leave, and to the same conditions. They cannot be subjected to any detriment because they have taken, or sought to take, paternity leave.

Implications of the Policy

The club will review the policy in the light of any changes in legislation or where it feels that adjustments to discretionary arrangements included in the policy would be beneficial. Further detail and guidance can be obtained from official government information sources on the statutory paternity scheme and on linked provisions for shared parental leave, adoption leave and related matters.

20 Performance Management Policy

Purpose of the Policy

The purpose of this policy is to describe the arrangements that are in place at Elsham Golf Club to maintain the high levels of performance throughout the workforce that are essential for the successful delivery of the club's business.

Scope of the Policy

The focus of this policy is on the role that employees play in the success of the club. It covers how standards of performance are set, how employees are made aware of these requirements, how support and training are provided to help them meet those standards, and how any areas for improvement are identified and managed. Within a structured approach to performance management, the club will wherever possible use informal arrangements based upon regular face-to-face contact between the employee and management.

Incorporating Performance Expectations into Job Design

It is the club's responsibility to set the reasonable standards of performance that it requires in order to deliver its business. The process begins with job design. The preparation of job descriptions is the starting point in specifying the range of tasks to be carried out and the knowledge, skills and experience that are necessary for them to be carried out to an acceptable



standard. Recruitment to a post is therefore already based on a set of criteria for what performing the job well broadly means, and this is reinforced through the selection process. As an outcome, the successful candidate will be confirmed as having the attributes required to fulfil the performance expectations for the job.

Setting Performance Standards

From this sound basis, the manager must then establish what those broad performance criteria should involve in practice for the employee as they go about their work. This is about setting performance standards. To be effective, these must be definable achievements that the employee is expected to accomplish or demonstrate. For most jobs at the club, they are likely to involve a mix of: quantified objectives or targets; qualitative standards around competence; and expected behaviours. For fairness, this needs to be applied consistently, but not uniformly, throughout the workforce.

The quantified objectives must be specific and fairly reflect the tasks that the employee actually carries out. They should be measurable over defined time periods. They should focus on areas where the employee has control over the outcome. They should be challenging yet realistic and achievable given the resources at the employee's disposal. Where a number of employees are carrying out similar tasks, common objectives may also be agreed with them.

All work tasks are to be carried out to an acceptable level of quality. Some of these may well require a conformance to professional or technical standards of competence, involving established procedures and guidelines. Such conformance is also measurable as a performance standard, and ensures that the work carried out is safe, lawful and fit for purpose.

How an employee carries out their work may be as important as the end result. Expected behaviours focus on how an employee should approach the work and duties that their role involves. The importance of particular behaviours in carrying out the work will vary from job to job. The club would see the following list, however, as having generic application to all its employees and as forming part of the basis on which their performance is assessed:

- Building solid relationships with colleagues and others;
- Being able to function well in a team;
- Showing a willingness to learn and incorporate new ideas and suggestions;
- Demonstrating a commitment to good customer service;
- Adapting positively to new situations and ways of working; and
- Working to acceptable safety standards at all times.

The club will ensure that no performance measures unlawfully discriminate against employees. Reasonable adjustments will always be made where they can remove or minimise any potential disadvantage. This might require adjusting the performance measures slightly, or providing additional support to make the measures fair.



Employee Induction

Within the first few weeks of employment, the employee will undergo a period of induction and integration into the workforce. This is to enable them to become productive as quickly and effectively as possible. They will receive a proper introduction to the workplace, work colleagues, facilities, and to the range of policies and procedures that relate to their employment at the club.

Each induction process is tailored to the individual employee and the role they are to perform. They will have explained to them the standards of performance expected in that role and the measures that will be used to monitor and assess their performance. This will include clear guidance on the positive behaviours at work that need to be demonstrated. At this stage, the manager will assess the new employee's training requirements and arrange for that training to be provided. There is no requirement in the contract of employment for employees to be assessed as satisfactorily completing a prescribed probationary period. Performance assessment will be an ongoing process from the start of the appointment.

Employee Training

It is the club's policy to see that employees receive the training they require to perform their duties effectively, efficiently and safely at all stages of their employment. Training needs and opportunities will be discussed and agreed on an individual basis where they arise throughout the employment. In most cases, the needs of the employee will be adequately met by a combination of on the job and related in-house training. Where any external training is considered necessary, the approval of the general manager is also required. There are specific provisions within the contract of employment regarding the repayment of external training costs incurred by the club where the employment terminates within certain timescales.

Support and Development

Support for employees as they go about their work is available through normal day to day management, supervision and guidance, with issues discussed and addressed as they arise. Time will also be found for informal catch-ups between managers and their employees as part of the workplace routine. Talking regularly will help the manager identify and keep track of any issues, acknowledge good work and behaviour and show that it is valued and appreciated, and discuss any changes in the work or how it is to be carried out. It also allows employees to report inadequate resources or operational difficulties which might impede their performance, or even their health and safety. It is important for there to be no surprises for either party at a later date.

The development of the club's employees in their roles and as individuals is an important consideration. Employees must be given the chance to learn new skills and grow their knowledge in ways that can help the club's overall purpose and business. As well as regular catch-ups between the manager and the employee, there should be a confidential discussion



between them once a year about the employee's development. There is no prescribed structure for these annual review meetings, but to be of value to both parties they should include open and transparent conversations about the following:

- The employee's performance over the year against the performance standards that have been set, including a recognition of what has been achieved and any barriers that have had to be overcome;
- Any further training that may be required or beneficial in consolidating or improving the assessed level of performance;
- Any possible changes in the coming year to the work the employee will be required to carry out, or to the standards expected, and whether additional training and support will be needed for those changes; and
- Any development opportunities in which the employee may be interested and that the club may be able to make available.

Managing Performance Improvement

There may be situations where an employee does not adequately meet the performance standards that have been set. There must, however, be fairness, consistency and transparency in the way that employees' performance is assessed. Where the manager has concerns about an employee's assessed performance, they should not leave this until the annual review meeting. It should be addressed as soon as the assessment is made.

The employee must be informed of where their performance is considered to be inadequate, and be reminded of the expected standards. They must also be allowed to give their own explanation of why they are failing to meet the standards. They must then be offered the necessary support and time to improve their performance and to stop any further problems arising. Based on what may appear to be the reasons for the inadequate standard of performance, the manager may choose to support the employee by using, for example, any of the following approaches, whichever is most appropriate:

- Making reasonable adjustments or changes to the work they carry out;
- Providing further training to help them do the job better;
- Organising work shadowing by a more experienced colleague; or
- Arranging coaching, mentoring or counselling sessions.

The above list is not exhaustive. Whatever form of support is made available and agreed with the employee, it must be accompanied by targets for improvement set within a specific timeframe and with a review process established.

The club's capability procedure potentially applies to all employees. It would be used in cases of inadequate performance where improvement plans agreed with the employee have been unsuccessful. Poor performance is not deemed to be misconduct and therefore a disciplinary matter, except where there is a deliberate intent not to meet the required standards.



Implications of the Policy

It is a fundamental principle of employment at the club that employees work to the best of their ability and achieve the standards of performance they have been set. They are therefore expected to participate constructively in whatever arrangements and processes the club puts in place to enable those performance standards to be achieved and sustained.

21 Recruitment and Selection Policy & Procedure

Purpose of the Policy

The purpose of this policy is to set out how the club seeks to recruit the best possible workforce for achieving its business objectives whilst observing legislative requirements and accepted good practice in respect of the objectivity, reasonableness and fairness of its approach.

Scope of the Policy

The policy covers all stages of the club's recruitment process from the initial preparation for the filling of a vacancy to the appointment of the successful candidate. It applies to all permanent and temporary paid posts at the club as well as volunteer appointments where appropriate. The procedure is to be used whether the vacancy is to be filled internally or through external recruitment. At different stages of the procedure, other of the club's policies are to be taken into account, such as the Equality and Diversity Policy and the Safeguarding Children and Young People Policy & Procedure.

Approval to Fill the Vacancy

There are two possible scenarios where a request to fill a vacancy might arise: where the position is a new or additional one, having already been confirmed through the club's management process; or where the position has or is to be vacated by the most recent occupant. In the latter scenario, formal approval is required for the vacancy to be filled. This decision will normally be taken by the club's general manager after consultation with and approval by the Club's Management Board. In deciding whether the vacancy should be filled, consideration will be given to:

- The business need to fill the vacancy;
- Where this fits within the club's strategic, operational and financial planning;
- Whether finance is readily available to fund the post; and
- Whether the need for the post could be offset by changes to working arrangements and practices.



The recruitment and selection process will not begin until this evaluation has been completed.

Details of the Vacancy

Every vacancy to be advertised must be supported by an accurate and up to date job description and associated person specification. The job description lists the main duties and responsibilities of the post, and the person specification sets out the essential and desirable criteria considered for those duties and responsibilities to be effectively carried out, such as experience, skills and qualifications. The two may be combined where this is considered more appropriate. The person specification should make clear which criteria are considered essential for the post and which are desirable. The club general manager should analyse this documentation to confirm that it remains fit for purpose and complies with employment legislation, accepted good practice and the club's other policies. They should consider for instance whether any of the aims of the job have changed, and how this may affect factors such as the experience and skills required. The person specification is the critical information source for assessing candidates through the recruitment and selection process.

Advertising the Vacancy

The job description and the person specification will form the basis of the advertisement, along with relevant information about the club where the vacancy is going out for external advertisement. The wording of the advertisement will take into account relevant legislative and good practice considerations and will be approved by the general manager. All vacancies will be advertised on the club's website and through those of its social media accounts that are likely to reach a wide range of members of the community. Local newspapers or specialist publications may also be considered, subject to value for money considerations. The closing date for advertisements will normally be one month from the date the advertisement is placed. It will be explained 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. The job application package including the application form will be available to download from the website, and may also be requested by phone, by e-mail or in person.

Candidates completing application forms will be asked whether they are a relative, partner, close friend or associate of anyone in a position of authority at the club. Where that is the case, then the club will decide whether that individual should have any involvement in the shortlisting and selection stages.

Shortlisting Candidates

The general manager with the assistance where appropriate of any existing senior employee will prepare a shortlist of candidates for interview or further assessment. This shortlisting exercise will be carried out on an objective and systematic basis. Applicants will be assessed on the basis of how well the information they have provided in the application form meets the



essential criteria specified for the post. Only applicants who meet all the essential criteria should be shortlisted. The club would not normally intend for more than three candidates to be shortlisted for the next stage. If too many applicants meet the essential criteria, then the desirable criteria may be used to rank them and reduce the number.

Shortlisted candidates will be notified and invited to the next stage by phone or by email. They will be asked whether they need any reasonable adjustments or access requirements in order to effectively participate in the process.

Selection Process

The club intends that the filling of any vacancy should involve a face-to-face interview. This must always be the case where the job involves access to children and young people or to vulnerable adults. The interview is normally the key part of the club's selection process, except where technical assessments or demonstrations are required for specialist or practical posts. The interview will normally be conducted by the general manager and one other person trained for the task. Officers of the club may be involved where the vacancy is for a head of function at the club, and they would always be involved in the appointment of the general manager or Club Professional. References are not sought prior to interview.

Interviews will focus on what is involved in the job and on the experience, knowledge, skills and competencies needed to perform it effectively, as set out in the person specification. Candidates will be consistently assessed against these criteria. The questions to be asked at interview must be valid, objective, measurable and free from bias. Questions about candidates' state of health, for instance, cannot be asked at interview. Preparation for interview will require the selection panel to consider these factors and:

- Plan the standard list of questions that need to be asked of each candidate;
- Agree what the answers for each question would be expected to cover;
- Decide how candidates' answers to these questions are to be scored;
- Produce a template or matrix for recording the scores for each candidate;
- Agree where follow-up questions might be asked to clarify answers received; and
- Anticipate any questions that may be asked of them by the candidates.

An equivalent approach based on the same principles and considerations would be used where assessments or demonstrations are required. At the completion of the interview, the panel will determine who is the best candidate based on the recorded scores.

Offer of Appointment

Once the selection process is complete, a conditional offer of appointment will be made to the successful candidate subject to satisfactory clearances. This will be done by telephone if the successful candidate has left the interview venue. At the point at which the offer has been



accepted, but not before, a member of the selection panel will inform the other candidates that they have not been successful. Feedback on an objective basis will be offered where requested. An offer of appointment letter will then be sent to the successful candidate, explaining that the offer is conditional upon pre-employment checks and clearances.

Confirmation of Appointment

Pre-employment checks are the important final part of the recruitment process to enable the club to establish that the candidate is eligible for the job role. They help the club to be safeguarded from any negative impact that might be caused by the recruitment of the individual. The following checks and clearances will usually be made:

- Confirmation of the right to work in the UK;
- Criminal record checks;
- Medical clearance questionnaire;
- Validity of professional or technical qualifications; and
- Satisfactory references from current or previous employers.

The information received from references will only be used to confirm the decision on the successful candidate and not to inform it. They should, however, always be sought and obtained directly from the named referee either by letter or email.

With these clearances complete, the successful candidate will then be sent a written offer of appointment, including essential information such as the job description, remuneration, reporting arrangements and start date. A written statement of particulars of employment will be issued as soon as practicable after the offer of employment has been accepted in writing. Unsuccessful interview candidates will then be formally notified by letter or email.

Implications of the Policy

This policy will be regularly reviewed and where necessary updated to ensure its continual fit with the other policies of the club.

22 Redundancy Policy

Purpose of the Policy

The purpose of this policy is to set out the principles and processes that the club will follow in seeking to avoid redundancy situations and in managing any redundancies in the event that they become necessary.



Scope of the Policy

This policy applies to all employees of the club. Redundancy is a form of dismissal that happens: when an employer needs to reduce the size of its workforce for reasons of ceasing or intending to cease continuing the business; or where the requirements for employees to perform work of a specific type, or to conduct it at the location in which they are employed, has ceased or diminished, or are expected to do so. This policy explains the measures that the club will consider in seeking to avoid compulsory redundancies, and how it will manage the different stages of the process where redundancy cannot be avoided.

Principles

The following principles underpin the club's approach to redundancy:

- To reduce, avoid or limit the effects of compulsory redundancies;
- To follow a genuine and meaningful consultation process;
- To actively consider alternative employment for affected employees;
- To ensure that if redundancy does occur, it is handled in accordance with the law; and
- To follow a transparent, fair and reasonable process.

Seeking to Avoid Redundancies

The club is committed to providing as far as possible security of employment for all employees through careful forward planning. It will seek to avoid or minimise redundancies wherever practicable to do so by applying one or more of the following measures as deemed appropriate in the particular circumstances:

- Not hiring any additional employees;
- Letting go of temporary or contract workers;
- Limiting or stopping overtime;
- Agreeing to flexible working;
- Temporarily reducing working hours without the normal level of pay;
- Asking employees to stop working for a short time;
- Retraining employees to do other jobs at the club; and
- Offering voluntary redundancy.

Voluntary redundancy will not normally be offered except in situations where this may help to avoid potential compulsory redundancies.

Consultation

The club will consult with the affected group of employees at the earliest practicable opportunity whenever there appears to be a situation that could include redundancies. The consultation



will aim to seek agreement on ways of minimising the number of redundancies and mitigating the consequences of redundancy. It will begin with an explanation of the proposed changes that may involve redundancies. Feedback will then be sought from the employees, particularly in terms of their input on matters such as:

- Ways to avoid or reduce the redundancies;
- How to reduce the effect of the redundancies;
- How the club can restructure or plan for the future; and
- How employees are to be selected for redundancy.

The club will consider and respond to suggestions made. Where it is not possible to agree measures to avoid redundancy, then the club will seek to accommodate reasonable suggestions regarding any process of selecting for redundancy.

Selection for Redundancy

The club will not need to follow a selection process where the number of jobs to be lost and the number of affected employees is the same. Where the number of employees exceeds the number of jobs that are to remain, then the club will ensure that the redundancy selection process is fair and objective, taking into account the needs of the club and the feedback from employees. It will develop a matrix of selection criteria that combined together will help to avoid any possible discriminatory effect on particular groups of employees. These criteria may be weighted, subject to consultation, and will be based on the following factors:

- Standard of work;
- Skills, qualifications or experience;
- Attendance record, excluding absences relating to disability, pregnancy or maternity; and
- Disciplinary record.

Appealing the Decision

An employee who feels that they have been unfairly selected for redundancy may appeal against the decision. They should write to their line manager in the first instance, explaining the reasons. Where the employee is not satisfied with the response, the formal route available would then be the club's grievance procedure.

Redeployment

Once employees are identified as redundant and have been notified of their potential redundancy, the club will consider whether any suitable alternative work exists, unless the individual is a volunteer for redundancy or declines the opportunity for redeployment.



Statutory Redundancy Rights

There are a number of statutory rights that employees have as they are being made redundant. These entitlements include:

- Statutory redundancy pay, if they have worked at the club for two years or more;
- Notice period;
- Notice pay; and
- Payment in lieu of notice.

The club is committed to adhering to the statutory procedures and calculations in respect of these rights of those of its employees who are being made redundant.

Implications of the Policy

The club will review the policy where changes are made to the legislative framework, and will revise the relevant provisions as required.

23 Sick Pay Policy

Purpose of the Policy

The purpose of this policy is to clarify the arrangements for sick pay that apply to employees at Elsham Golf Club.

Scope of the Policy

This policy has two elements. Firstly, it provides an outline of the UK's statutory sick pay scheme. Secondly, it details the club's arrangements for occupational sick pay aimed at enhancing statutory sick pay. These occupational sick pay arrangements are also part of the contract of employment between the club and its employees. The detail is thereby repeated in each employee's written Statement of Particulars of Employment.

Statutory Sick Pay

Entitlement

Statutory sick pay (SSP) is paid to employees when illness prevents them from working their normal hours or days. Both physical and mental health issues can count as sickness. There is a statutory weekly rate for SSP and it is paid:



- For the days an employee normally works - called 'qualifying days';
- In the same way as wages, on the normal payday, with tax and National Insurance deductions; and
- For up to 28 weeks.

SSP is paid when the employee is sick for at least four days in a row, including non-working days. The employer starts paying SSP from that fourth qualifying day. SSP is not usually paid for the first three days of sickness unless the employee has been off sick and in receipt of SSP within the previous eight weeks. In those situations, the first three days do not have to be served again for SSP qualification. SSP stops when the employee comes back to work or no longer qualifies. Payment liability would then transfer to the Department for Work and Pensions. An employer cannot pay less than SSP. Where they pay more it is known as contractual sick pay, or occupational sick pay.

Eligibility

By law, employers must pay SSP to employees and workers when they meet a number of eligibility conditions. To be eligible for SSP, employees must:

- Have an employment contract;
- Have done some work under their contract;
- Be paid at least the lower earnings limit for National Insurance purposes;
- Notified their employer within any deadline the employer has set, or within seven days; and
- Have been sick for four or more days in a row, including non-working days.

Agency, casual and zero-hours workers may still receive SSP if they meet these eligibility conditions. If an employee has regular periods of sickness, they may count as 'linked'. To be linked, the periods must:

- Last 4 or more days each; and
- Be 8 weeks or less apart.

Employees are no longer eligible for SSP if they have a continuous series of linked periods that lasts for more than three years.

Exceptions

There are a number of situations where potentially eligible employees do not qualify for SSP. Employees do not qualify for instance where:

- They have received the 28 weeks maximum amount of SSP;
- They are receiving Statutory Maternity Pay or Maternity Allowance;
- They are off work for a pregnancy-related illness within 4 weeks of the baby's due date;



- They have taken three years or more 'linked periods' of sickness, where four or more days of sickness happen within eight weeks of each other;
- They are in custody on the first day of sickness;
- They are off work because of a trade dispute before the first day of sickness;
- They are working outside the EU and not liable for their National Insurance contributions; and
- They have recently been in receipt of Employment Support Allowance.

Where employees do not qualify for SSP, the employer should provide them with Form SSP1 within seven days of them going off sick. They can then apply for Employment and Support Allowance instead.

Procedure

To obtain SSP the employer's rules on absence reporting and recording must be followed. The employer has the right to withhold a payment of SSP if the sickness notification is late for no valid reason, or if the evidence of incapacity for work is unsatisfactory.

Occupational Sick Pay

Elsham Golf Club has an occupational sick scheme that aims to supplement and enhance what is available through SSP.

Subject to the production of a satisfactorily completed 'self-certification of sickness' form for all sickness absences and an accompanying doctor's certificate for periods of more than one week's sickness absence, occupational sick pay will be:

- a) During first six months' service – no payment;
- b) Six months to 2 years of service – one month's salary in a twelve month period; and
- c) Over 2 years of service – two month's salary in a twelve month period.

The service length qualification will be calculated in respect of the employee's service length on the first day of the absence. The above payments are entirely at the discretion of the general manager and the management committee.

Items b) and c) will be reduced by any amount of SSP, social security benefits or industrial injury benefit, which the employee is entitled to claim, for the period of absence. In the event of any such payments being received directly by the employee, they must inform the general manager of the amounts received, as soon as possible. In the case of sickness absence at item a) and any excess periods in items b) and c), SSP will be paid to the employee concerned in accordance with current legislation.

Intermittent periods of sickness absence in any period of 12 months are to be combined for the purpose of ascertaining entitlement to payment of occupational sick pay by the club. In the



event of frequent or long-term absenteeism, in the opinion of the club, due to sickness or injury, the club reserves the right to ask the employee to undergo an independent medical examination and to ask them to authorise the club to receive the results of the medical examination.

Payment of the club's occupational sick pay will not be made unless there has been full compliance with the club procedures relating to the notification and certification of absence. Occupational sick pay will not be paid where the sickness is self-induced, or where the sickness or injury arises from misconduct at work.

Any Social Security sickness benefits (such as incapacity or invalidity benefits) to which the employee may be entitled should be claimed. All payments received must be notified to the club, and will be deducted from occupational sick pay entitlement.

The rules of the occupational sick pay scheme do not imply that termination of employment may not take place prior to the payment of occupational sick pay being exhausted.

Notification and Certification of Sickness

The club's rules for notifying and certifying sickness are included in its Sickness Absence Policy. They apply irrespective of whether SSP or occupational sick pay or neither is to be paid. They are repeated here.

Where an employee is too ill to come to work the club must be notified as soon as possible of the absence and the reasons for it. The employee should do this personally if they are able to do so by calling their manager or other agreed contact, and at the earliest opportunity on the first day of absence. This should ideally be before the normal start time but certainly not more than four hours after that time, except in extreme cases of illness. Notification of the absence should also include information on the nature of the illness, when it began and how long the employee considers they may be off work. A text message will be acceptable as an alternative means of communication, where telephone contact has not been possible

Where an employee is off work for seven days or less, they do not need to give the club a fit note or other proof of sickness from a medical professional. The employee should instead complete the self-certification form provided by the club and produce it for their line manager either upon their return to work or by email.

If the period of sickness lasts for more than seven days including weekends, the employee must provide the club with a doctor's certificate confirming the reasons for the absence and covering all the days of illness. This should include non-working days, such as weekends and bank holidays. Where the illness persists over a longer period, then medical certificates should be provided at regular intervals for the entire period of sickness absence. The employee should contact the club on a weekly basis to keep it informed of progress and the anticipated length of absence



Implications of the Policy

The provisions in this policy regarding the club's occupational sick pay entitlement and procedures are deemed to be part of the employment contract. They are therefore included in each employee's Statement of Particulars of Employment.

24 Sickness Absence Policy

Purpose of the Policy

The purpose of this policy is to clarify how sickness absence is managed at the club through the procedures involved, the support available and any subsequent evaluation.

Scope of the Policy

This policy applies to all employees of the club. It relates solely to absences brought about by the employee being too ill to attend work. The policy operates within a statutory framework for sickness absence and sick pay, but also applies to the club's own occupational sick pay scheme. It covers the procedures involved at the club in terms of notification of sickness absence, certification, review of absence and long term sickness absence. It does not include provisions regarding sick pay.

Notification of Absence

Where an employee is too ill to come to work the club must be notified as soon as possible of the absence and the reasons for it. The employee should do this personally if they are able to do so by calling their manager or other agreed contact, and at the earliest opportunity on the first day of absence. This should ideally be before the normal start time but certainly not more than four hours after that time, except in extreme cases of illness. Notification of the absence should also include information on the nature of the illness, when it began and how long the employee considers they may be off work. A text message will be acceptable as an alternative means of communication, where telephone contact has not been possible.

It is important that employees keep the club updated on their situation whilst absent from work. The employee's line manager should be kept informed about progress on a daily basis, and if there is any change in the anticipated date of return.

Certification of Sickness

Where an employee is off work for seven days or less, they do not need to give the club a fit note or other proof of sickness from a medical professional. The employee should instead



complete the self-certification form provided by the club and produce it for their line manager either upon their return to work or by email.

If the period of sickness lasts for more than seven days including weekends, the employee must provide the club with a doctor's certificate confirming the reasons for the absence and covering all the days of illness. This should include non-working days, such as weekends and bank holidays. Where the illness persists over a longer period, then medical certificates should be provided at regular intervals for the entire period of absence. The employee should contact the club on a weekly basis to keep it informed of progress and the anticipated length of absence.

Holidays and Sickness Absence

In the event that an employee becomes ill during a holiday or other period of annual leave, the period of illness may be classed as sick leave rather than annual leave. This might allow the employee to take the holiday at a later date. To have the holiday reclassified as sickness, the employee must produce for the period of illness either a completed self-certification form or a doctor's certificate, depending on the duration involved. If an employee becomes ill before starting a period of annual leave that is already booked, they may agree with their line manager to have the leave deferred. Any annual holiday entitlement that is not used because of illness will be carried over into the next leave year. Where an employee may not qualify for sick pay, they have the option of asking to take paid annual leave instead for time they are off work sick.

Returning to Work

As soon as is practicable after the employee has returned to work, the line manager will conduct an informal return to work interview. This will include a discussion on the absence and its reasons, the employee's present state of health and whether any support or reasonable adjustments might be made to help or complete a successful return to work.

Long Term Sickness Absence

Periods of absence of more than four weeks may be considered to be long term sickness. Where periods of absence extend beyond four weeks, the line manager may consider arranging a home visit. In all cases of prolonged or frequent absence through sickness, a continuing process of consultation and review will take place between the employee and their line manager. This will be to determine the likely duration of the absence and the effect on the ability of the employee to carry out their normal duties. Where appropriate, reasonable adjustments may be made to enable the employee to return to an effective work routine.

Implications of the Policy

To make a deliberately false or misleading statement in respect of sickness absence would be deemed as misconduct and would lead to disciplinary action.



25 Social Media Policy

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1. Purpose of Policy

1.1 This policy provides for the employees of Elsham Golf Club guidance and procedures with the aim of: a) enabling the effective use of social media to further the business objectives of the club; b) ensuring that employees of the club are protected whilst using social media and feel empowered to contribute to collaborative online activity when it supports their role within the club; c) encouraging good practice in the responsible use of social media; and d) ensuring that the club is not exposed to legal and governance risks through the use of social media and that its reputation is not adversely affected

2. Introduction and Scope

2.1 Social media is the use of web-based and mobile technology to create and exchange information between individuals, organisations and communities. We believe social media offers Elsham Golf Club an innovative and convenient way of engaging with one another and have set up several social media pages which we encourage employees to visit.

2.2 This policy applies to all employees and aims to enable the effective use of social media whilst protecting the Company's business information and any member or customer information by safeguarding its confidentiality, integrity and availability, minimising any risk to our business through the use of social media.

2.3 This policy deals with the use of all forms of social media including but not exclusive to any social networking sites, internet postings, blogs, podcasts and wikis. It applies to use of



social media for business purposes as well as personal use that may affect our business in any way.

2.4 This policy applies to social media when accessed through personal devices as well as via Elsham Golf Club equipment. It does not form part of any employee's contract of employment and we may amend it at any time.

3. Responsibility for Implementing the Policy

3.1 The Chair of Marketing and Membership has overall responsibility for the effective operation of this policy.

3.2 Responsibility for monitoring and reviewing the operation of this policy and making recommendations for changes to minimise risk lies with the Chair of Marketing who will review this policy annually to ensure that it meets legal requirements and reflects best practice.

3.3 All employees, officers, consultants, contractors, volunteers, interns, casual workers and agency workers are required to comply with this policy at all times and should ensure that they take the time to read and understand it.

3.4 Any misuse of social media should be reported to the General Manager and Chair of Marketing and where appropriate to the employee's line manager.

3.5 Questions regarding the content or application of this policy should be directed to the General Manager.

4. Compliance With Related Policies and Agreements

4.1 Social media should not be used in any way that breaches any of our other policies. If an internet post breaches any of our policies in another forum, regardless of whether the social media account is identifiable as being linked to Elsham Golf Club or not, it will also breach them in an online forum. For example, you are prohibited from using social media to:

- a. breach any obligations relating to confidentiality;
- b. breach our Information Security Policy;
- c. breach our Rules of Conduct;
- d. breach our Disciplinary Policy;
- e. breach our Harassment and Bullying Policy;
- f. breach our Equality, Diversity and Inclusion Policy;
- g. breach our Data Protection Policy (for example, you must never disclose personal information about a colleague online including posting photos or contact details of colleagues in the event that the post would constitute a breach);
- h. breach our obligations with respect to the rules of relevant regulatory bodies; or
- i. breach any other laws or regulatory requirements.

4.2 Employees should never provide references for other individuals on social or professional networking sites, as such references, positive and negative, can be attributed to the organisation and create legal liability for both the author of the reference and the organisation.

4.3 Employees who breach any of the above policies may be subject to disciplinary action up to and including termination of employment.



5. Personal Use of Social Media

5.1 Occasional personal use of social media during working hours is permitted so long as it does not involve unprofessional or inappropriate content, does not interfere with your employment responsibilities or productivity and complies with this policy.

6. Business Use of Social Media

6.1 If you wish to speak on behalf of the organisation in a social media environment, or if your duties require you to speak on behalf of the organisation in a social media environment, or if you have a social media project and wish to create an official Elsham Golf Club social media account, this includes an account for a contract that we manage, you must:

- a. check with your line manager that this is the correct approach to satisfy the business need; and
- b. contact the Chair of Marketing with your request

6.2 In relation to the club's official social media accounts, employees should recognise that:

- an official account on any social media website may only be set-up with written consent from the Chair of Marketing and Membership;
- only authorised individuals may use these accounts to post online and access to the account should be strictly limited;
- the Chair of Marketing and Membership will determine where more than one authorised individual may be appropriate for a particular account to cover absences or for general quality assurance purposes; and
- the Chair of Marketing and Membership will also decide where particularly sensitive social media sites should require online behaviour agreements in the interests of continued acceptable use.

6.3 In addition to the requirements at paragraph 6.1, you may also be required to undergo training and certain requirements and restrictions may be placed on the activities that you undertake.

6.4 Photos used within social media profiles should not breach any business policies including those listed in 4.1.

6.5 If you are contacted for comments about the organisation for publication anywhere, including in any social media outlet, direct the enquiry to the Elsham Golf Club General Manager/Chair of Marketing and do not respond without written approval.



7. Prohibited Use

7.1 You must avoid making any social media communications that could damage our business interests or reputation, even indirectly.

7.2 You must not use social media to defame or disparage us, our employees or any third party; to harass, bully or unlawfully discriminate against employees or third parties; to make false or misleading statements; or to impersonate colleagues or third parties.

7.3 You must not express opinions on our behalf via social media, unless expressly authorised to do so by your manager. You may be required to undergo training in order to obtain such authorisation.

7.4 You must not post comments about sensitive business-related topics, including (but not limited to) details about our financial figures, our strategy, potential acquisitions by the organisation, our performance, or do anything to jeopardise our trade secrets, confidential information and intellectual property.

7.5 You must not quote clients, customers or colleagues without asking for their permission and seeking authorisation from your manager.

7.6 The contact details of business contacts made during the course of your employment are our confidential information. On termination of employment you must provide us with a copy of all such information, delete all such information from your personal social networking accounts and destroy any further copies of such information that you may have.

8. Guidelines for Responsible Use of Social Media

8.1 You should make it clear in social media postings, or in your personal profile, that you are speaking on your own behalf. Write in the first person and use a personal e-mail address.

8.2 Be respectful to others when making any statement on social media and be aware that you are personally responsible for all communications which will be published on the internet for anyone to see.

8.3 If you disclose your connection/association with us on your profile or in any social media postings, you must state that your views do not represent those of your employer (unless you are authorised to speak on our behalf as set out in paragraph 7.3). You should also ensure that your profile and any content you post are consistent with the professional image you present to members and colleagues.

8.4 If you are uncertain or concerned about the appropriateness of any statement or posting, refrain from posting it until you have discussed it with your manager.



8.5 If you see social media content that disparages or reflects poorly on the Company, you should contact General Manager/Chair of Marketing.

9. Monitoring

9.1 We reserve the right to monitor, intercept and review, without notice, employee activities using our IT resources and communications systems, including but not limited to social media postings and activities, to ensure that our rules are being complied with, and for legitimate business purposes and you consent to such monitoring by your use of such resources and systems.

9.2 For further information, please refer to our Information Security Policy.

10. Breach of This Policy

10.1 Breach of this policy may result in disciplinary action up to and including dismissal. Any employee suspected of committing a breach of this policy will be required to co-operate with our investigation, which may involve handing over relevant passwords and login details.

10.2 You may be required to remove any social media content that we consider to constitute a breach of this policy. Failure to comply with such a request may result in disciplinary action.

26 Statutory Maternity Leave & Pay Policy

Purpose of the Policy

The purpose of this policy is to provide an outline of the statutory maternity rights and entitlements that are available to employees and how these are to be exercised whilst employed at the club.

Scope of the Policy

This policy applies to all employees who are pregnant or have recently given birth. It addresses the main areas involved in the statutory maternity provisions, including: maternity leave; maternity pay; ante-natal care; notification of pregnancy; health and wellbeing; and pregnancy-related sickness. With regard to these areas, the policy gives general guidance only on employees' statutory maternity rights, entitlements and responsibilities. It is not an authoritative statement of law and is not intended to describe every point of detail or situation. Employees who are directly affected by this policy should access official government information sources in understanding how their own particular situation is covered by the statutory framework.



It is a commitment of this club to ensure that as far as possible all employees are able to combine their career and family responsibilities. This policy sets out how affected employees can access their full rights in becoming a parent during their employment at the club.

Notification of Pregnancy

Employees should notify the club's general manager that they are pregnant as soon as possible. This is to allow health and safety considerations to be made regarding the pregnancy, and to discuss any possible effect on the employee's duties and responsibilities. In some situations, the club may consider a risk assessment to be necessary. Where a health risk has been identified, arrangements will be made to alter the employee's working conditions. Where this is not possible, the employee will be offered a suitable alternative role for the duration of the pregnancy.

Ante-natal Care

Employees expecting a baby have the statutory right to take reasonable paid time off during working hours for antenatal care. The right does not depend on any minimum service qualification. The club expects, however, that every effort will be made by the employee to minimise the disruption created by their absences, and they should try to give as much notice as possible. After their first consultation, they must produce evidence of further appointments if requested to do so by their manager.

Requesting Maternity Leave

In order to access statutory maternity leave, the employee must provide the club with certain information by the 15th week before the expected week of childbirth. The expected week of childbirth is the week, starting on a Sunday, in which the employee's doctor or midwife expects them to give birth. By this 15th week, the employee must provide in writing to the club:

- Formal notification of their pregnancy;
- The dates of the expected week of childbirth;
- When they want the maternity leave to begin; and
- Whether they wish after the period of maternity leave to return to work.

The club will write back within 28 days confirming their maternity leave entitlement and the start and end dates of the leave. If the employee subsequently wishes to change the intended start date of their maternity leave, they must notify the general manager at least 28 days before the proposed new start date. If that is not reasonably practicable, then this should be as soon as possible in the 28 days before the proposed new start date. In these cases, the club reserves the right to request an alternative start date other than the one proposed by the employee.



Taking Maternity Leave

All expectant female employees can take up to 52 weeks maternity leave. The first 26 weeks are known as ordinary maternity leave, and the last 26 weeks as additional maternity leave, making one year in total. As long as they have an employment contract, an employee's entitlement to maternity leave is not affected by their length of service or hours of work. Employees are not obliged to take all of their maternity leave entitlement.

The statutory framework sets out a number of requirements and determinations regarding maternity leave of which expectant employees should be aware. These include:

- Planned maternity leave can start no earlier than 11 weeks before the expected week of childbirth;
- A minimum of two weeks leave immediately following the birth must be taken as compulsory maternity leave;
- If the baby is born unexpectedly early and before maternity leave has begun, maternity leave will be deemed to have started on the day after the birth;
- If the baby dies after the birth, the employee will retain their full rights to statutory maternity leave, irrespective of the timing of the birth;
- If an employee's child is stillborn 24 weeks or more into the pregnancy, the employee will retain their entitlement to statutory maternity leave;
- A miscarriage before the pregnancy has reached 24 weeks will mean that the employee will not have the right to statutory maternity leave; and
- Where the employee is absent from work due to a pregnancy-related illness at any time from the beginning of the fourth week before the expected week of childbirth, the maternity leave period will be deemed to have commenced on the first day of that absence.

Following the period of ordinary maternity leave, the employee has the right to return to work in the same job that they left before they started their maternity leave, as if they not been absent. Following additional maternity leave, the employee has the right to either return to the same job they left before their absence, or, if it is not reasonably practicable for them to return to that job, to another job which is both suitable and appropriate for them to do in the circumstances. This is a right to return on terms and conditions as to remuneration no less favourable than those which would have been applicable to the employee had they not been absent from work at any time since the start of the ordinary maternity leave period.

Maternity Pay

The club does not offer contractual maternity pay as an alternative to statutory maternity pay. Statutory maternity pay is the pay that the club will pay the employee on behalf of the state at the time that they would normally receive their wage. It is payable for a period up to 39 weeks, but would cease where the employee returns to work before the end of that period. Entitlement



to statutory maternity pay is not dependent on the employee subsequently returning to work. Statutory maternity pay will apply where the employee:

- Has been continuously employed by the club for at least 26 weeks at the end of the 15th week before the expected week of childbirth, irrespective of the number of hours worked, and is still employed by the club during that week;
- Has average weekly earnings during the eight weeks ending with the 15th week before the expected week of childbirth that are not less than the lower earnings limit set by the government in relation to national insurance contributions;
- Provides the club with a certificate from a doctor or midwife stating the expected week of childbirth;
- Gives at least 28 days' notice of their intention to take maternity pay, or as much notice as possible in the circumstances;
- Is still pregnant 11 weeks before the start of the expected week of childbirth or has already given birth; and
- Has stopped working.

The club cannot refuse maternity leave or change the amount of leave the employee wants to take. The club might delay the leave or pay start date where an employee did not have a reasonable excuse for giving the wrong amount of notice. Statutory maternity pay accrues from the day on which the employee commences their ordinary maternity leave and subsequently at the end of each complete week of absence. It is paid over the 39 week period as follows:

- The first 6 weeks are paid at 90% of the employee's average weekly earnings calculated for the 8 week period referred to above; and
- The remaining 33 weeks are paid at whichever is the lower of either the same 90% rate or the statutory flat rate set by government for the relevant tax year.

Employees may use the government's online maternity pay calculator to find out how much pay they will receive. Where the employee is not entitled to statutory maternity pay, they may qualify for maternity allowance which is paid by the Department for Work and Pensions. As with statutory maternity leave, an eligible employee will still receive statutory maternity pay if their baby is: born early; is stillborn after the start of the 24th week of pregnancy; or dies after being born. The same amount of maternity pay is received irrespective of how many babies are born.

Holiday Arrangements

All employment rights are protected during the period of statutory maternity leave. During the maternity leave absence, for instance, holiday leave entitlement will continue to accrue in the usual way. The employee is also entitled to take any holidays at the end of the maternity period, but holiday leave and maternity leave cannot be taken at the same time. Depending on where the maternity leave period fits with the club's holiday leave period of 1 April to 31 March, the employee will need to agree with the club on how to avoid an excessive amount of holiday entitlement being carried over into a subsequent year. Where the holiday year end date of 31



March falls within the period of maternity leave, the club would expect most of the entitlement to have been taken before the start of the maternity leave.

Keeping in Touch During Maternity Leave

The club may make a reasonable amount of contact with the employee while they are on maternity leave to discuss a range of possible matters. These might include the employee's wellbeing and plans for returning to work or important developments at the workplace. The employee is similarly entitled and encouraged to stay in touch with the club on these and other matters. Before maternity leave starts, the employee's manager will discuss with them their preferred means of staying in touch.

In addition, the club may agree with the employer for them to work for up to a maximum of 10 days following the first two weeks of maternity leave. This would not interrupt their maternity leave or pay. These are called 'keeping in touch days' and they may help employees stay in contact with their workplace, for example by joining training sessions or team meetings. How much the employee is paid for any days that are agreed will depend on their employment contract and on negotiation and agreement with the club. Where an employee works for only part of one of these days, it will still be counted as a full day. Employees are not obliged to undertake any such work during maternity leave. Should they work more than the maximum 10 days, however, then their maternity leave and pay automatically end.

Return to Work

Where the employee intends returning to work at the end of the maternity leave period that they previously notified to the club, they are not required to give any further notification. Where the employee wishes to change their return to work date, they must give the club at least 8 weeks' notice. Failure to give this notice may, for instance, result in the club postponing the employee's return to work.

The club will sympathetically consider any requests made by employees returning from maternity leave for changes to be made to their working patterns or hours of work. Employees have a statutory right to request flexible working and the club will try to accommodate such requests, taking into consideration the efficient and effective operation of the club's business. It would be helpful if any such requests are made as early as possible.

Health, safety and wellbeing risk assessments carried out to assess the workplace risks during pregnancy will continue for employees who have given birth within the last six months or are still breastfeeding. Any alternative work arrangements that were agreed for the pregnancy period may continue after the birth of the child if there is still considered to be a risk. If the employee is breastfeeding their child and feel that their safety in doing so may be affected in any way by their work, then suitable precautions and action will be considered.



Implications of the Policy

This policy both informs employees of their basic statutory maternity rights and clarifies the commitment of the club to respond as flexibly and as supportively as possible as those rights are exercised at different stages of the maternity cycle. The club will review the policy in the light of any changes in legislation or where it feels that adjustments to any of the discretionary arrangements included in the policy would be beneficial.

27 Terms of the Employment Contract – General Summary

Purpose

The purpose of this description is to clarify and explain the legal framework governing terms included in the employment contract and how this is applied in practice at Elsham Golf Club.

Scope

This description applies generally to all paid employment at the club and is provided for information and clarity. It aims to explain the key legal definitions regarding contracts of employment and the types of terms that are included in them. It also clarifies the position taken by the club regarding how the employment contract sits with its various policies and procedures. It is neither a contractual term itself nor an employment policy or procedure in its own right.

Overview of the Employment Contract

All employees have an employment contract with their employer. An employment contract is the legal agreement that sets out an employee's employment conditions, rights, responsibilities and duties. These are the terms of the employment contract, and the agreement can be a verbal or a written one. The terms of the contract will come from one of four main sources. They may be:

- Express terms, *ie* those that have been expressly agreed between the employer and the employee regarding matters such as pay, working hours and holiday leave;
- Statutory terms, *ie* those that are part of UK employment law such as the right to maternity leave and the right to not be unfairly dismissed;
- Implied terms, *ie* those that are deemed to be implied, by common law rather than statute, into either all employment contracts or into a particular contract; or
- Incorporated terms, *ie* those that are intentionally put into the contract from other sources such as an employee handbook or a negotiated collective agreement.



Terms of the first three of these types will be present in any employment contract. Together they create the legally binding obligations on the two parties. This means that the employment contract is broader in law than just the written express terms that both parties are to sign.

Express Terms of the Contract of Employment

Express terms are explicitly agreed between the two parties. Often called the main terms, they are intended to set out specific and unambiguous detail regarding key considerations such as the job, its location, the rate of pay, working hours, holiday leave entitlement and training. These cannot be changed without agreement. Whilst these express terms will specifically relate to the employer's business, everything in those terms must follow the law. The law in addition requires the employer to put certain of the express terms in writing and make these available within prescribed timescales to the employee. This document is known as a 'written statement of employment particulars'.

Statutory Terms of the Employment Contract

Legislation in the UK provides employees with a number of rights to ensure that individuals are treated fairly by their employers. These statutory rights arise from both primary and secondary legislation and include, for instance, rights to paid holidays, to be paid no less than the National Minimum Wage, to maternity leave and pay, to redundancy compensation pay, to not be unfairly dismissed, to not suffer discrimination, and to not suffer unauthorised deductions from wages. Some statutory employment rights only come into effect after having worked for an employer for a certain period of time. With a small number of exceptions, the employer is not generally required to put these types of terms into writing but may choose to do so. The two parties may in principle agree to whatever terms they want in the contract, but they cannot agree to a contractual term which gives the employee a lesser right than they have under the law.

Implied Terms of the Employment Contract

Every contract of employment includes a number of universally implied terms for employees and employers. These terms have arisen over time from common law and are deemed to be included in every contract of employment, whether or not the employer and employee would intend them to be. Whilst implied terms are not expressly set out in the contract, they are taken to be as effective as if they were and as if they had been included from day one of the contract. Even though unwritten, these universal terms may be significant for an effective working relationship between the two parties. Some of them are mutual obligations, whilst others are incumbent upon one party or the other. Duties of this kind most often cited include the following:

- The duty of both parties to maintain mutual trust and confidence;
- The employer's duty to take reasonable care for the employee's physical and mental health and safety;



- The employer's duty to not act arbitrarily, capriciously or inequitably in relation to their employee;
- The employer's duty of reasonable care when providing a reference, whereby stated facts are true and not subjective.
- The employee's duty of fidelity, to faithfully serve their employer and not act against their interests;
- The employee's duty to obey the reasonable and lawful instructions of their employer, carrying them out to the best of their abilities; and
- The employee's duty to not act dishonestly or steal from their employer.

In addition to universal implied terms such as these, an employment contract may also include one or more individualised terms that the courts may construe to be implied in the contract by virtue of their reflecting the reasonable expectations of the parties. These are most usually 'custom and practice' terms. This is where a well-established arrangement has been taking place over a period of time at the employer's workplace or in the industry in general, is well known to both parties, and is clear and unambiguous. A term can only be implied by custom and practice where there is no express term dealing with the same issue. It can fill a gap in a contract, but not override an existing term.

Written Statement of the Particulars of Employment

The law requires employers to provide anyone who is classed as an employee with the main terms of their employment in writing. This is their written statement of employment particulars. It must be provided irrespective of how long the individual has been employed and on or before their first day of work. It must include a principal statement that is the main source of evidence of the contract and which details at least the following main terms of employment:

- The employer's name and address;
- The employee's name;
- The start date of the employment;
- The date that 'continuous employment' started for the employee, including the date that a previous job started if it counts towards the period of continuous employment;
- The job title, or description of the job;
- The places or addresses where the employee or worker will work, and whether there is a requirement to relocate;
- The pay, including how much, and how often and when payment is made;
- The working hours, including which days the employee must work and if and how their hours or days can change;
- Holiday entitlement and holiday pay, and whether public holidays are included;
- Any other benefits, including non-contractual benefits such as childcare vouchers or company car schemes;
- How long the job is expected to last, whether permanent, temporary or fixed term, and the end date if it is fixed term;



- Any probation period, including its conditions and duration;
- If the employee is to work abroad, the payment currency and other terms that are to apply;
- Training that must be completed by the employee, and whether or not this is paid for by the employer.

On the first day of employment, the employer must also provide the employee with information about:

- The amount of sick leave and pay;
- Any other paid leave; and
- The notice period either side must give when employment ends.

The employer can choose whether to include this information in the principal statement or provide it in a separate document. If they provide it in a separate document, this must be something to which the employee has reasonable access. In addition, employers must give employees and workers a wider written statement within two months of the start of employment. This must include information about:

- Pension arrangements;
- Any terms and conditions that apply to other employees, ie collective agreements;
- Details of any non-compulsory training provided by the employer; and
- Disciplinary and grievance procedures.

All three of these sets of information may be provided in a single document, by the first day of employment, whereby the principal statement and the full written statement of employment particulars become one and the same. ACAS have made a template available for this purpose.

Non-contractual Conditions of Employment

In addition to the various types of terms included in the employment contract as outlined above, employment at Elsham Golf Club is also subject to the conditions contained in its employment policies and procedures. These policies and procedures are in place to meet the club's obligations within UK employment law, and to ensure the fair and reasonable treatment of its employees whilst meeting the demands of its business. They are not incorporated to form part of the club's contract of employment with any of its employees unless otherwise stated. A requirement to observe and adhere to these policies and procedures, by both the club and its employees, is routinely and automatically provided by a number of the implied terms of the employment contract as outlined above.

Where new legislation impacts on any of the conditions set out in those policies and procedures, then the prevailing legislation must apply. The club reserves the right to review, modify, suspend or terminate any of its employment policies and procedures except where it would be unlawful or unreasonable to do so.



Implications

Where there is a conflict between the express, statutory or implied terms of an individual's contract of employment and any of the club's employment policies and procedures, the contract of employment will always take precedence.

28 Time Off for Dependants Policy

Purpose of the Policy

The purpose of this policy is to confirm the statutory entitlement of employees to take reasonable unpaid time off work to deal with sudden or unexpected events involving a dependant.

Scope of the Policy

This policy applies to all employees of the Golf Club, irrespective of length of service. The entitlement to take time off under this policy to provide support for a dependant is restricted to where there is an immediate crisis. It provides solely for situations where an unforeseen incident or event has happened in relation to an employee's dependant, and which requires the employee's immediate attention. This entitlement to time off is only to deal with such unforeseen events for a finite period of time. This may involve providing care for a brief period or making arrangements for care where the issues involved are longer term. If the employee knows well in advance that they wish to take time off to care for a dependant themselves, rather than arrange for someone else to do so, then this policy will not apply and other policies may be more appropriate. If circumstances known in advance involve a child, for instance, then the employee should consider options under the club's Parental Leave Policy.

Definition of a Dependant

For the purposes of this policy, an employee's dependant is: a spouse; a partner; a child; a parent; someone who lives with the employee as part of the family; or any other person, such as an elderly neighbour or grandparent, who reasonably and regularly relies on the employee for the kind of support or assistance to which this policy relates.

Entitlement to Time Off Work for Dependants

Reasonable unpaid time off work will be granted in circumstances involving a dependant where the employee is required:



- To help where a dependant falls ill, is injured or is assaulted;
- To deal with the unexpected disruption, termination or breakdown of arrangements for the care of a dependant;
- To make longer term care arrangements for a dependant who is ill or injured;
- To provide immediate support when a dependant gives birth or goes into labour unexpectedly;
- To take action as a result of the death of a dependant; or
- To deal with an unexpected incident involving a child during school or college hours.

In any of the above situations where the dependant requires subsequent care, the granting of time off work under this policy is limited to making arrangements for that care and does not extend to the provision of the care itself.

Requesting Time Off Work

Employees should, as soon as is reasonably possible, notify the club's general manager of the reason for their absence and how long they expect to be away from work. The employee should ordinarily agree the absence with the general manager before being absent from work. This applies whether the absence involves leaving the workplace whilst already there, or not turning up for work if the incident in question has occurred before the working day has started. The club appreciates that in extreme circumstances seeking retrospective permission may be the only option available to the employee.

Neither the request nor its granting is required to be confirmed in writing, except in relation to the adjustments that would need to be made to pay. The club reserves the right to ask for evidence of the reasons for taking the time off, but would not expect to have to do so.

The Period of Time Off Work

Reasonable time off in relation to a particular problem will not normally be more than one day or two days. However, each set of circumstances will be considered on its own merits. There are no set limits on how many times an employee can take time off for dependants. Where there are repeated occurrences by virtue of a dependant's particular circumstances, the employee is entitled to discuss alternative options with the general manager.

Implications of the Policy

This policy exists for the benefit of employees. The club expects that employees requesting time off will do so within the spirit of the policy and will present the circumstances of the request honestly and as accurately as they are able.



29 Whistleblowing Policy

Purpose of the Policy

The purpose of this policy is to enable employees to raise concerns about any malpractice or wrongdoing at the club where such disclosure would be in the public interest and to reassure them that they may do this safely and without fear of victimisation.

Scope of the Policy

This policy applies to all employees of the club. The opportunity and the protection provided by the policy are also available to all self-employed contractors, franchisees and licensees who operate from the club's premises and grounds, including individuals employed by such self-employed contractors, franchisees or licensees.

The club's Grievance Policy provides for situations where an employee wishes to raise a concern, problem or complaint about aspects of their own employment or about the people with whom they interact whilst at work. This Whistleblowing Policy focuses instead on matters that potentially affect other people, and not specifically the employee raising the concern. Blowing the whistle is where an employee is making a disclosure in the public interest. The two policies are substantially distinct in this respect and there is no overlap in their provisions.

The Commitment of the Club

The club is committed to creating and maintaining a workplace culture based on integrity, honesty and transparency. All forms of malpractice are considered an extremely serious matter and will not be tolerated. The club believes that all of its people have a positive and constructive role to play where they have serious concerns about what may be happening in the workplace. Where employees do express concerns under this policy, the club will take these seriously, respect their confidentiality, investigate them as necessary and take firm action against any wrong doing that is found. Employees should raise any concerns without fear of victimisation for so doing, and they will not be treated any differently because they have raised them. The club will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken.

Potential Areas of Malpractice or Wrongdoing

The Public Interest Disclosure Act 1998 gives protection to workers who decide to speak out where they believe there to be workplace activities that are dangerous, fraudulent or unlawful. This protection applies to the following broad areas of malpractice or wrongdoing, and where blowing the whistle would be appropriate:



- A criminal offence, including fraud or unlawful discrimination;
- A failure to comply with legal obligations;
- A danger to health and safety;
- Damage to the environment;
- A miscarriage of justice; and
- The concealment of information relating to the malpractice or wrongdoing.

Employees using this policy must reasonably believe that what they are disclosing has happened or is likely to happen and that its disclosure is in the public interest. They should raise their concern in good faith where they genuinely believe that one or more of the areas of malpractice or wrongdoing listed above is at issue. The concern may relate to the actions of a third party at the club.

How to Raise a Concern

Where the employee considers their line manager not to be implicated in the issue about which they are concerned, then the recommended approach is for them to raise their concern with that manager. Where the employee considers there is an involvement, then they should raise the concern with either a more senior manager or, if that is seen as inappropriate, an officer of the club. The concern may be made verbally or in writing. In either case, and to enable the concern to be properly investigated, the employee should be prepared to provide the following:

- The background and history of the matter;
- Any relevant dates where possible;
- The reason for the concern about the matter; and
- Any details that show reasonable grounds for the concern.

The club does not encourage anonymous disclosures. Proper investigation may be more difficult or impossible if further information cannot be obtained from the employee. It would also make it difficult to establish whether allegations are credible and have been made in good faith.

The Club's Procedure

There are four stages to the club's procedure for responding to a concern raised under its Whistleblowing Policy. These are set out below.

Stage 1 Interview

The employee raising the concern will be interviewed by the person with whom they initially raised it. They may be accompanied by a work colleague if they wish. The manager will take down a written summary of the concern and will give an indication of how the matter will be addressed. The manager will inform the employee if they are obliged to report the issue to a



third party. There may be situations where this interview will resolve the employee's concern as they receive information themselves that leads them to accept that they had been mistaken.

Stage 2 Investigation

Where this is not the case, the manager will either assume or allocate responsibility for the matter and arrange for it to be investigated by an appropriate person at the club. The period over which any investigation will take place will be dependent on the nature of the concern raised. The employee may be asked to provide further information during the investigation. They will not have any input into the findings or outcome of the investigation, or into decisions on any action that the club might take where all or part of the concern raised is substantiated.

Stage 3 Record

At the conclusion of any investigation, the person responsible for the investigation will make a record of the concern raised, the findings of the investigation and any action taken. The purpose of the record is to enable any common patterns of concern to be monitored.

Stage 4 Feedback

Wherever possible, the employee will receive written feedback on the outcome of any investigation. Information on action taken may not be disclosed where there is a duty of confidentiality to another person. Any feedback will be within the provisions of the Data Protection Act 1998. If the employee is not satisfied with the club's response, they may choose to take their concern to an appropriate external organisation. The club would strongly advise any employee to seek legal advice before reporting to a third party any concern covered by the Public Interest Disclosure Act and by this policy.

Confidentiality

The club intends that people will feel able to voice whistleblowing concerns openly under this policy. Where there is a desire for confidentiality, however, every effort will be made to keep the employee's identity secret. Where it is necessary for those investigating a concern to know the employee's identity, this will be discussed with them. Any information received by the employee about an investigation or its findings should also be regarded as confidential unless advised otherwise.

Implications of the Policy

This policy provides an internal mechanism for reporting, investigating and remedying any wrongdoing in the workplace. If an employee discloses confidential information to a third party without first using the club's Whistleblowing Policy other than in accordance with the legislation, disciplinary action may be taken against them. Disciplinary action will certainly be taken against any employee who makes malicious or vindictive allegations they know to be untrue.



It is unlawful to victimise, harass or treat someone unfairly because they have blown the whistle. Any employee who is found to have harassed, threatened or retaliated against a colleague who has raised a concern under this policy will be subject to disciplinary action.

30 Workplace Pensions Policy

Purpose of the Policy

The purpose of this policy is to clarify the statutory framework within which the club must operate its workplace pension scheme.

Scope of the Policy

The policy summarises the key legal requirements of employers arising from the Pensions Act 2008. These include requirements regarding the automatic enrolment of employees, the right for them to opt-out, scheme management duties, and re-enrolment and re-declaration. The policy does not include detail on the operation of Elsham Golf Club's pension scheme.

The Requirement to Provide a Workplace Pension Scheme

Under the Pensions Act 2008, every employer in the UK must put eligible staff into a workplace pension scheme and contribute towards it. This is called 'automatic enrolment', and moves a significant amount of responsibility onto the employer to ensure that their employees are enrolled in a workplace pension scheme. An employer with these legal duties is any business that employs at least one person.

Automatic Enrolment into a Pension Scheme

Employers must automatically enrol an employee into a pension scheme and make contributions to their pension if all of the following apply:

- The employee is classed as a 'worker';
- They are not already in a workplace pension scheme;
- They are aged between 22 and state pension age;
- They earn at least £10,000 per year, £833 a month or £192 a week; and
- They ordinarily work in the UK.

Employers have the option of postponing this assessment of their employees for up to three months. Employers must write to affected employees to inform them of such a postponement.



Exceptions to Automatic Enrolment

There is usually no requirement to automatically enrol an employee if they do not meet the above criteria. There are also other exceptions to the requirement to automatically enrol, for instance, where an employee:

- Has already given notice or has been given notice that they are leaving their job;
- Has evidence of lifetime allowance protection for pension savings;
- Has taken a pension, arranged by the employer, that meets the automatic enrolment rules; or
- Has opted out or ceased active membership of a qualifying scheme in the previous 12 months.

Employees falling into any of these categories are usually still able to join their pension scheme if they wish, but without having been automatically enrolled into it.

Employees' Right to Opt-out

Employers must write to their employees telling them when they have been automatically enrolled into the workplace pension scheme. This will include details on the type of pension scheme, the level of employee contributions and tax implications. It will also inform them of their right to leave the scheme and how to exercise it if they wish to do so. Any employee can choose to leave the pension scheme after being put into one. If they do ask to leave within one month of being put into a scheme, this is known as opting-out. They would sign an online form and any money paid in would be paid back to them. That may not be the case where they choose to leave the scheme at a later date.

Pension Scheme Management Duties

Employers that have already automatically enrolled employees who meet the criteria have a number of ongoing legal duties to carry out. These include:

- Declaring compliance to the Pensions Regulator;
- Monitoring the ages and earnings of employees to check for future automatic enrolment;
- Managing requests to join or leave the pension scheme;
- Maintaining regular pension contribution payments on every payroll run; and
- Keeping records of how the legal duties have been met.

Re-enrolment and Re-declaration

In addition to the above, every three years employers need to put employees back into their pension scheme if they have left it, and if they meet the criteria to be put into a pension scheme. This is known as re-enrolment, and involves two stages:



- Assessing that there are employees to put back into the employer's pension scheme, by checking the age and earnings of the employees who have been identified; and
- Writing to those employees who have been put back into the pension scheme.

Employers must then complete their re-declaration of compliance to confirm how many employees they have put back into their pension scheme. Employers must complete and submit their re-declaration of compliance within five months of the third anniversary of their automatic enrolment duties start date or staging date. It is a legal duty for the employer to make sure that the re-declaration is completed on time and that the information entered is correct.

The Club's Workplace Pension Scheme

Elsham Golf Club's workplace pension scheme is available to all employees after three months of employment. It operates in accordance with the current legislation and guidance. Full details of the scheme are available upon request from the general manager.

Implications of the Policy

The Pensions Regulator is the public body responsible for ensuring that all employers comply with UK workplace pension law. It aims to build people's confidence in pensions through guidance and support and a range of proactive and targeted regulatory interventions.