### APPENDIX A The Equality Act 2010: An Overview

Key concepts

The Act introduces a number of key concepts which are listed below.

Protected characteristics

The Act offers protection to people with ‘protected characteristics’. The list of nine protected characteristics simply covers all those characteristics covered by existing anti-discrimination law strands. The protected characteristics are:

Age

Disability

Gender reassignment

Marriage and civil partnership

Pregnancy and maternity

Race

Religion or belief

Sex

Sexual orientation

Note that gender reassignment, marriage, civil partnership, pregnancy and maternity were previously protected under sex discrimination law. The Act does not add any protected characteristics to those previously defined by law.

Associative discrimination

Associative discrimination was introduced by the Act as an aspect of direct discrimination. This is because new wording is used to define direct discrimination as discrimination 'because of' a protected characteristic'.

Associative discrimination is discrimination against a person because they have an association with someone with a particular protected characteristic. This already applied to race, religion or belief, and sexual orientation and has been extended to cover age, disability, gender reassignment and sex.

An example of associative discrimination might be a non-disabled employee who is discriminated against because of action she needs to take to care for a disabled dependant.

Perceptive discrimination

Perceptive discrimination was introduced by the Act as an aspect of direct discrimination. This was because new wording is used to define direct discrimination as discrimination 'because of' a protected characteristic'.

Perceptive discrimination is discrimination against a person because the discriminator thinks the person possesses that characteristic, even if they do not in fact do so.

Perceptive discrimination already applied to age, race, religion or belief and sexual orientation, and has been extended to cover disability, gender reassignment and sex.

Indirect discrimination

Indirect discrimination occurs where a provision, criterion or practice (PCP) applies to everybody, but the PCP has:

a disproportionate impact on people with a particular protected characteristic;

it is to the disadvantage of a person with that protected characteristic; and

it is not a proportionate means of achieving a legitimate aim.

For example, an employer could introduce a shift pattern which requires all employees to work until 10 pm three times a week – this would be a PCP. The employer applies it to all employees. However, women (protected characteristic of sex) are going to be disproportionately affected by this PCP because women are more likely than men to have caring responsibilities. One particular woman cannot work the shifts and she claims indirect discrimination. This would indeed be indirect discrimination unless the employer could demonstrate that there was a really good reason for the change (a proportionate means of achieving a legitimate aim).

Harassment

Harassment is defined as: ‘unwanted conduct related to a relevant protected characteristic, which has the purpose or effect of violating an individual’s dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that individual'.

Under the Act:

employees can complain of harassment even if they don’t possess the protected characteristic or the harassment is not directed at them; and

employers can be liable for harassment of their employees by non-employees (for example, customers) - this is known as third party harassment.

In the case of third party harassment, an employer will only be liable if the harassment has occurred on at least two previous occasions, knows that it has taken place and has not taken reasonable steps to prevent it happening again. In the March 2011 budget the Government announced that it was intending to consult on removing third party harassment from the Act, owing to concerns that it is an ‘unworkable concept’.

Harassment applies to all protected characteristics except for pregnancy and maternity and marriage and civil partnership. However, because of the overlap with sex and sexual orientation discrimination, for practical purposes, employers should assume the same protection will be given to people with these characteristics as for other protected characteristics.

Direct discrimination

This occurs when an employee is treated less favourably due to a protected characteristic.

Victimisation

This occurs when an employee is treated less favourably because they have made or supported a complaint related to the Act, or they are suspected of doing so.

Disability discrimination

Some of the most significant changes made by the Act affect the law on disability discrimination. These are the result of shortfalls in protection highlighted by case law since the Disability Discrimination Act 1995 came into force.

The main changes are:

Indirect discrimination applies to discrimination against disabled people.

Associative discrimination applies to discrimination against disabled people.

Perceptive discrimination applies to discrimination against disabled people.

Discrimination arising from a disability is forbidden - this restores protection under the Discrimination Act 1995 which was lost as a result of recent case law.

Pre-employment health questions are unlawful except for certain defined reasons.

Discrimination arising from a disability is discrimination because of the effect of a disability, rather than on grounds of the disability itself.

Pre-employment health questions may not be asked unless the reason is one of the following:

to make suitable arrangements for interview or selection;

for the purposes of equality and diversity monitoring;

for a genuine, job-related, reason;

to take positive action; or

to assure the employer that a candidate has a disability where the job genuinely requires the jobholder to have a disability.

Gender reassignment

The significant change to the law on discrimination on the grounds of gender reassignment is that transsexual people are protected from discrimination even where they are not under medical supervision. Previous legislation required that a transsexual person must be under medical supervision to qualify for protection.

Pay secrecy and gender pay reporting

It is unlawful for an employer to prevent employees discussing whether differences in their pay are due to protected characteristics. Any clause in an employment contract that requires pay secrecy is unenforceable.

In May 2011 the Government published a consultation document1on plans to reform parental leave and flexible working. One of the proposals is that employment tribunals will be able to require employers to carry out a pay audit if they are found to have breached equal pay legislation, unless it is not productive to do so.

Positive action

As under previous law, the Act allows for positive action, under which employers are able to remove barriers that might prevent certain people being employed by, or progressing within, their organisation.

In addition to allowing positive action, the Act allows employers to favour a candidate from an under-represented minority in cases where two candidates for a job or for promotion are equally well qualified – which might be termed ‘positive discrimination’. This provision is contained in section 159 of the Act, headed 'positive action: recruitment and promotion'.

This provision became law on 6 April 2011. It is not be a requirement to apply this positive action when faced with two equal applicants, but employers are allowed to do so.

### APPENDIX B Model Recruitment Policy

Purpose

This document sets out the organisation’s policy on recruitment and selection. The organisation is committed to a policy of treating all its employees and job applicants equally and to recruit the best person for each vacancy.

No employee or potential employee shall receive less favourable treatment or consideration during recruitment and selection on the ground of race, colour, religion or belief, nationality, ethnic origin, sexual orientation, gender, age, disability, marital status or part-time status or will be disadvantaged by any conditions of employment that cannot be justified as necessary on operational grounds.

Related policies and procedures

This policy is to be read in conjunction with the organisation’s Equal Opportunities and Data Protection policies. No decisions regarding recruitment or selection should be made by a person who has not read and understood this policy and the three related policies.

Scope

This policy is applicable to the recruitment and selection of all employees engaged to provide services for the organisation, irrespective of whether such a contract is for a temporary or fixed term or is of a permanent duration. The policy will be made available to all employees and applies to both internal and external recruitment. [The policy also applies to recruitment and selection of contractors for contracts for services.]

Policy statement

This policy seeks to ensure that the best candidate is chosen for each job vacancy regardless of sex, race, disability or other personal characteristics. Existing employees will be invited to apply for transfer and promotion opportunities wherever possible.

Principles

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

Individuals will be screened against the job requirements as laid out in the job descriptions and person specifications.

Any qualifications or requirements applied to a job that have or may have the effect of inhibiting applications from certain groups of the population should only be retained if they can be justified in terms of the job to be done.

Information on ethnic origin, sex, disability and nationality will be collected in order to monitor the numbers of applications from different groups. This information will not be used in the selection process or for any other use other than this purpose.

Selection tests should be specifically related to job requirements and should measure the person’s actual or inherent ability to do or train for work.

Selection tests should be reviewed regularly to ensure they remain relevant and free from bias, either in content or in scoring mechanism.

All recruiting managers taking part in recruitment and selection will have been trained in interviewing skills and equal opportunities.

Written records of interviews, reasons for decisions made at each stage of the process and reasons for appointment or non‑appointment should be kept by HR for 6 months, unless a longer period can be justified and is in compliance with the Data Protection Act 1998. Records should then be disposed of confidentially.

Interviews will assess candidates against job-related criteria only.

All information held about a candidate must be used only for the purpose for which the information has been collected.

All candidates will be asked at the first interview stage to provide documentary evidence of their right to live and work in the UK, to ensure compliance with the Immigration, Asylum and Nationality Act 2006. A photocopy of the accepted documentation will be taken. The HR department can provide a full listing of what documentation is acceptable.

Reasonable adjustments should be made to reduce any disadvantage faced by disabled people in making an application in response to an advertisement.

The recruitment and selection process for disabled candidates should take into account such adjustments to working arrangements or physical features of the work place/station/premises as are reasonable to accommodate their needs and be such that they are not placed at a substantial disadvantage compared with non-disabled candidates.

Decisions to interview, shortlist or offer employment will take no account of an applicant’s trade union membership or non-membership.

Process

The recruitment process should be followed in accordance with the following steps:

Authority to recruit must be granted by the head of department before advertising a vacancy.

A job description should be produced with full details of the position, tasks, reporting line, responsibilities of the jobholder and number of subordinates, if applicable. The skills, experiences, qualifications and competencies of the jobholder should be laid out in the person specification.

Job advertisements will be based on the job and person specifications and/or competency profile. [Internal vacancies will be posted on the Intranet.] For external positions a variety of advertising mediums will be used. Positions may be simultaneously advertised internally and externally.

The organisation will pay reasonable travel expenses for candidates travelling to interview.

Prior to the interview candidates will be provided with information about the organisation, role and responsibilities.

All interviews should consist of two or three interviewers, including the recruiting manager and ideally a member of HR.

A question sheet will be designed by the recruiting manager and the HR department based on the job description and person specification/competency profile, and the outcome recorded on a grid.

Upon selection of a suitable candidate the recruiting manager will liaise with the HR department to identify the appropriate starting salary. The HR department will handle all offers to successful candidates. Under no circumstances should recruiting managers offer or infer to a candidate the outcome of the selection process.

The director and head of HR must approve all offers made to successful candidates.

All offers are subject to two satisfactory references, medical clearance, a check on relevant qualifications and eligibility to work in the UK where applicable. HR will apply for and verify all references, which will be requested once applicants have indicated acceptance (subject to the conditions highlighted above). References will ideally come from current and/or previous employers, if applicable. If the references or medical clearance are not satisfactory, the offer may be revoked.

Induction of new employees will start as soon as a candidate accepts a position. HR will send out a copy of the written statement of terms and conditions of employment and all related new starter forms that need to be completed. All new starters will receive a timetable for their successful induction into the organisation.

Appeals procedure

Employees who have concerns about any aspect of this policy or its operation should use the organisation’s Grievance Policy and Procedure.

### APPENDIX C Example Job Description

|  |
| --- |
| Job Title: Customer Service AdvisorDepartment: Customer ServiceLocation: Head OfficePay Grade / Salary Range: E / £16,000 - £18,000 per annumReporting to: Customer Service SupervisorResponsible for: Not applicable |

Job summary

To deliver excellent customer service in dealing with telephone and postal queries to all customers, ensuring that queries are resolved efficiently, effectively and within the department’s three day turnaround service level commitment.

Department summary

The department consists of 22 full/part time advisors, who deal with incoming customer queries via the telephone between 09.00–17:30, Monday–Thursday and 09.00–16:30 on Fridays.

The team deal with approximately 12,000 calls per month (daily average – 40 calls per advisor) and process approximately 400 pieces of complex postal queries.

Responsible for maintaining over a million customer records to a high standard of accuracy.

Key responsibilities

Providing excellent customer service in line with our departmental standards, procedures and guidelines.

*Measure – Call monitoring/feedback*

Building effective relationships with customers both internally and externally, by use of appropriate questioning, clarification and language.

*Measure – Call monitoring and internal feedback*

Dealing appropriately with customer queries received via the telephone and providing written responses to confirm the outcome/action.

*Measure – Quality checks on documentation and call monitoring/feedback*

Investigating and responding to complex postal queries in accordance with established guidelines and after consultation with appropriate internal departments.

*Measure – Quality checks on documentation and internal feedback*

Maintaining and updating customers’ records accurately and in accordance with data protection requirements.

*Measure – Call monitoring/feedback and contact reports*

Working as part of a large team to achieve the departmental standards.

*Measure – Team goals/objectives met, e.g. 90%+ achievement of the service level commitment*

Taking responsibility for own personal development, in line with agreed annual performance objectives.

*Measure – Feedback and evidence from supervisor*

Key points of contact

Dealing with customers on an external level.

Liaising with internal departments – primarily the Complaints Department, Insurance Assessors, Corporate Department and Specialist Advisors – to bring queries to a satisfactory closure.

Example Person Specification

Job Title: Customer Service Advisor

|  |  |
| --- | --- |
| FACTOR | ESSENTIAL (E)OrDESIRABLE (D) |
| QUALIFICATIONSGCSEs in English Language and Mathematics (or equivalent. | D |
| EXPERIENCEAt least six months relevant customer service experience including handling postal and telephone queries (or potential to learn. | D |
| KNOWLEDGEA working knowledge of Word, Excel and e-mail. | E |
| SKILLS AND ABILITIESWell developed written and verbal communication skills.Excellent customer focus.Highly accurate with good attention to detail.Good time management. | EEEE |
| PERSONAL QUALITIESClear telephone manner.Team player.Flexibility. | EED |
| MOTIVATIONStrong commitment to customer service excellence.Demonstrates drive.Proactive approach to work. | EDD |

### APPENDIX D Example Recruitment Advert

Newspaper Adverts

Width: 10cm
Height: 13 cm



**Closing date:** *[closing date]*
**Short listings:** *[short listings date]*
**Interviews:** *[interview date]*

For an application pack: *[website]*E-mail: *[e-mail] Tel: [phone number]*Write to: *[Address]*

CV’s not accepted

***[Organisation’s]* mission is to *[mission statement]***

**Salary: *[ range]***

***[Job Position]***

*[Brief description of skills needed and job description in under 100 words]* Example -
We are looking for a leader with a commitment to our mission, as well as the appropriate skills, experience and integrity to build upon our existing success. You will be responsible for providing effective leadership on all aspects of the charity’s strategic direction and operational management, working closely with the Board, staff members and stakeholders across sectors. [Organisation] is an equality organisation and we welcome applications from all sections of society

Width: 10cm
Height: 10cm

For further information about the post and how to apply, visit [website] email [e-mail] or phone [phone number]

*[Brief description of what kind of person you are looking for]*

Example –

We are looking for an enthusiastic individual to join [Organisation]. This is an opportunity to join at exciting and challenging time. The following posts are based in our offices at [location of offices]

*[Brief description of skills needed and job description in under 100 words]*

***[Job position]***

*[Salary and number of hours]*
You will lead all areas of corporate services within *[organisation]*. You will have a demonstrated track record of successful strategic leadership, gained by operating at senior level across a diverse range of areas. You will have exceptional communication and ambassadorial skills together with experience of contributing to all over strategy and development of key priorities.

Interview date: [interview date]

***[Job position]***

*[Salary and number of hours]*

*You will provide a full reception and administration service and co-ordinate the use of [organisation’s] meeting room. You will have experience of working in a reception/administration role and have excellent verbal communication and administrative skills.*

Please note interviews will take place on [interview date]

**Closing date for receipt of application: [closing date]**

*[Brief description of skills needed and job description in under 100 words]*

Example –

*[Organisation],* an *[brief organisation description]* located *[location],* isseeking a suitably qualified and experienced *[Job Position].*

*You will be responsible for managing and delivering [organisation] marketing and communications strategy, and for promoting [organisation].*

*The position involves extensive liaison with stakeholders including press and media outlets and other external sources, and internal communication with other member of staff.*

*Further information about this position, including detail on how to apply, is available on our website [website]*

***[Job Position]***

### Appendix E Example Application Form

* *PLEASE COMPLETE USING BLOCK CAPITALS & BLACK INK*
* *PLEASE COMPLETE ALL SECTIONS OF THE FORM*
* *CV’S ALONE WILL NOT BE ACCEPTED*

[organisation logo]

Application Form/Ffurflen Gais

|  |  |
| --- | --- |
| Post Applied For:*Cais Am Swydd Fel:* |  |
| Reference No:*Rhif Cyf:* |  |
| Where Did You See The Post Advertised?*Ymhle Welsoch Chi’r Hysbyseb Am Y Swydd?* |  |

|  |
| --- |
| PERSONAL INFORMATION*MANYLION PERSONOL* |
| First Names*Enwau Cyntaf* |  |
| Surname*Cyfenw* |  |
| Address*Cyfeiriad* |
|  |
| Phone Number*Rhif Ffon* |  | Phone Number (Day)*Rhif Ffon (Dydd)* |  |
| Email Address*Ebost* |  |
| Mobile Number*Ffon Symudol* |  |  |

|  |
| --- |
| Do You Have A Full Driving Licence?*A Oes Gennych Drwydded Yrru Llawn?* |
| Yes*Ydw* |  | No*Nac Ydw* |  |  |
| Do You Own Your Own Car?*A Ydych Yn Berchen Modur?* | Yes*Ydw* |  | No*Nac Ydw* |  |  |
| Are You Prepared To Use It For Centre Business?*A Ydych Yn Barod I’w Ddefnyddio Ar Gyfer Gwaith Y Ganofan?* |
| Yes*Ydw* |  | No*Nac Ydw* |  |  |

|  |
| --- |
| EMPLOYMENT HISTORY*HANES CYFLOGAETH* |
| Name And Address Of Current / Most Recent Employer*Enw A Chyfeiriad Cyflogwr Presennol/ Mwyaf Diweddar* | Job Title*Teitl Swydd* |  |
| Date Commenced*Dyddiad Cychwyn* |  |
|  | Present Salary*Cyflog Presennol* |  |
| Period Of Notice Required*Cyfnod O Rybudd Sy'n Ofynol* |  |
| Brief Description Of Main Duties*Disgrifiad Byr O'r Prif Ddyletswyddau* |
|  |
| Reason For Applying For New Post*Rheswm Am Geisio Am Y Swydd Newydd* |
|  |

|  |
| --- |
| PREVIOUS EMPLOYMENT. FROM MOST RECENT POST*CYFLOGAETH FLAENOROL. O'R SWYDD FWYAF DIWEDDAR* |
| Dates From*Dyddiad Cychwyn* |  | Dates To*Dyddiad Gorffen* |  |
| Employer*Cyflogwr* |  | Final Salary*Cyflog Terfynol* |  |
| Job Title / Main Duties*Tetil Swydd/ Prif Ddyletswyddau* |
|  |
| Reason For Leaving*Rhewsm Am Adael* |
|  |

|  |  |  |  |
| --- | --- | --- | --- |
| Dates From*Dyddiad Cychwyn* |  | Dates To*Dyddiad Gorffen* |  |
| Employer*Cyflogwr* |  | Final Salary*Cyflog Terfynol* |  |
| Job Title / Main Duties*Tetil Swydd/ Prif Ddyletswyddau* |
|  |
| Reason For Leaving*Rhewsm Am Adael* |
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| --- | --- | --- | --- |
| Dates From*Dyddiad Cychwyn* |  | Dates To*Dyddiad Gorffen* |  |
| Employer*Cyflogwr* |  | Final Salary*Cyflog Terfynol* |  |
| Job Title / Main Duties*Tetil Swydd/ Prif Ddyletswyddau* |
|  |
| Reason For Leaving*Rhewsm Am Adael* |
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| --- | --- | --- | --- |
| Dates From*Dyddiad Cychwyn* |  | Dates To*Dyddiad Gorffen* |  |
| Employer*Cyflogwr* |  | Final Salary*Cyflog Terfynol* |  |
| Job Title / Main Duties*Tetil Swydd/ Prif Ddyletswyddau* |
|  |
| Reason For Leaving*Rhewsm Am Adael* |
|  |

|  |
| --- |
| SECONDARY SCHOOL EDUCATION*ADDYSG UWCHRADD* |
| Schools Or Colleges Attended*Prifysgol/Coleg* |
|  |
| Qualifications (Subject And Grade)*Cymwysterau (Pwnc A Gradd)* |
|  |

|  |
| --- |
| POST 18 EDUCATION/TRAINING*ADDYSG/HYFFORDDIANT PELLACH* |
| University/College AttendedPrifysgol/Coleg |
|  |
| Qualifications(Subject And Grade)*Cymwysterau (Pwnc A Gradd)* |
|  |

|  |
| --- |
| Details Of Any Other Training*Manylion O Unrhyw Hyffordiant Ychwanegol* |
|  |
| Membership Of Professional Bodies*Aelodaeth O Gyrff Proffesiynol* |
|  |
| Interests*Diddordebau* |
|  |
| Voluntary Activity/Involvement*Gwaith Gwirfoddol* |
|  |

|  |
| --- |
| SUPPORTING STATEMENTDATGANIAD CEFNOGOL |
| Please Provide A Statement Explaining Why You Think You Are Suited To This Position. Use The Person Specification To Assist*Eglurwch Os Gwelwch Yn Dda Pam Eich Bod Yn Addas Am Y Swydd Yr Ydych Yn Ceisio Amdani. I Gwblhau’r Adran Hon Dylech Gyfeirio At Y Manyldeb Person.* |
|  |
| Please Provide Two Referees One Of Whom Should Be Your Present Or Most Recent Employer.Nodwch Enw Dau Ganolwr. Dylai Eich Cyflogwr Presennol Neu Mwyaf Diweddar Fod Yn Un Ohonynt.We Will Not Take Up These References Without Asking Your Permission *Mi Wnawn Ni Ddim Chysylltu Â’ch Canolwyr Heb Ofyn Eich Caniatâd*  |
| Name*Enw* |  | Phone No*Rhif Ffôn* |  |
| Address*Cyfeiriad* |  | Status*Statws* |  |
|  |

|  |  |  |  |
| --- | --- | --- | --- |
| Name*Enw* |  | Phone No*Rhif Ffôn* |  |
| Address*Cyfeiriad* |  | Status*Statws* |  |
|  |

|  |
| --- |
| Do You Have A Criminal Record?A Oes Gennych Gofnod Troseddol? |
| Yes Ydw |  | No Nac Ydw |  |  |
| If Yes Please Give DetailsOs Ydych, Rhowch Fanylion |
|  |

|  |
| --- |
| I Certify That The Information I Have Given In This Application Form And In Any Attached C.V And Supporting Documentation Is True*Rwy’n Datgan Fod Y Wybodaeth Uchod A’r Wybodaeth Sydd Mewn Unrhyw Ddogfen Ychwanegol Yn Gywir*  |
|  |

|  |  |
| --- | --- |
| Signed *Arwyddwyd*  |  |
| Date *Dyddiad* |  |

THANK YOU FOR COMPLETING THIS FORM
DIOLCH AM GWBLHAU’R FFURFLEN YMA

### APPENDIX F Example Interview Scoring Matrix

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Candidate Name | Specification Requirement - Linked to person specification. | Overall Total | Shortlisted | General Comments - to be used for feedback |
|  | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |  | Y/N |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 0 |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 0 |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 0 |  |  |
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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Signed |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Date |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |

|  |
| --- |
| GUIDE FOR APPLICANT SCORING |
| Exceeds Criterion |  |  | Meets Criterion |  |  | Partially meets Criterion |  |  | Criterion not met |
|   |   |   |   |   |   |   |   |   |   |
| Identified and linked all relevant issues. |   |   | Identified and linked most relevant issues. |   |   | Identified and linked some relevant issues. |   |   | Identified few or no relevant issues. |
| Described the situation and skills applied at a high level. |   |   | Described the situation and skills applied. |   |   | Somewhat described the situation and skills applied. |   |   | Provided few or no specific examples |
| Displayed high levels of initiative and/or innovation. |   |   | Displayed good level of initiative and/or innovation. |   |   | Displayed some initiative and/or innovation. |   |   | Displayed little or no initiative and/or innovation. |
| Identified significant opportunities. |   |   | Identified opportunities with good impact. |   |   | Identified opportunities with some impact. |   |   | Identified opportunities with very little or no impact. |
| Achieved outcomes of a high standard. |   |   |  Achieved good, relevant outcomes. |   |   | Achieved some relevant outcomes. |   |   | Achieved few or no outcomes. |

### APPENDIX G Example Job Offer Letter

Dear [Name]

[Job Title]

I am writing to confirm our offer of [permanent/fixed term] employment as [job title], starting on [date].

I can confirm the following:

The post will be subject to a probationary period of six months. Within this period either the employee or employer may terminate employment with one week’s notice.

Your place of work will be [place of work].

Your hours of work will be [number] per week over [days].

The starting full time salary offered is [salary] per annum, (reduced to [salary] pro rata).

The post is for a fixed term period and subject to appropriate funding/availabilities of work and is expected to last [number] of months.

This offer is conditional on the following document action being obtained:

Two satisfactory references, one of which should form our current or most recent employer; and

Evidence of your right to work in the UK – please provide and original document

I would be grateful if you could confirm in writing your acceptance of this offer and that you are able to start on [date] for an induction at our offices [Address].

I look forward to hearing from you.

Yours sincerely

[Name]

[Job title]

### APPENDIX H Example Reference Check Form

|  |  |
| --- | --- |
| Candidate Name |  |
| Position |  |
| Name of Reference |  |
| Title |  |
| Relationship |  | How long known |  |
| Confirm job title/dates of employment: Are they consistent with CV/application?  |
| Yes |  | No |  |  |
| Confirmed job duties: Are they consistent with CV/application? |
| Yes |  | No |  |  |
| Reason left position according to reference: |
|  |

Using a scale from 1 to 5 with 1 being weak and 5 being strong, can you tell me how you would rate (name of applicant) in the following areas?

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Work ethic/attitude | 1 | 2 | 3 | 4 | 5 |
| Comments: |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Attendance/Punctual | 1 | 2 | 3 | 4 | 5 |
| Comments: |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Timeliness in completing work | 1 | 2 | 3 | 4 | 5 |
| Comments: |  |
| Ability to handle pressure/deadlines | 1 | 2 | 3 | 4 | 5 |
| Comments: |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Ability to work well with students | 1 | 2 | 3 | 4 | 5 |
| Comments: |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Ability to work well with faculty | 1 | 2 | 3 | 4 | 5 |
| Comments: |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Ability to work well w/ co-workers/others  | 1 | 2 | 3 | 4 | 5 |
| Comments: |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Ability to take responsibility  | 1 | 2 | 3 | 4 | 5 |
| Comments: |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Communication skills (Written/Oral) | 1 | 2 | 3 | 4 | 5 |
| Comments: |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Ability to work as a member of a team  | 1 | 2 | 3 | 4 | 5 |
| Comments: |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Ability to creatively solve problems | 1 | 2 | 3 | 4 | 5 |
| Comments: |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Ability to work cooperatively with management | 1 | 2 | 3 | 4 | 5 |
| Comments: |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Ability to learn quickly | 1 | 2 | 3 | 4 | 5 |
| Comments: |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Ability to work independently | 1 | 2 | 3 | 4 | 5 |
| Comments: |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Ability to supervise effectively | 1 | 2 | 3 | 4 | 5 |
| Comments/How many people supervised? |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Overall quality of work | 1 | 2 | 3 | 4 | 5 |
| Comments: |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Knowledge in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | 1 | 2 | 3 | 4 | 5 |
| Comments: |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Skills in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | 1 | 2 | 3 | 4 | 5 |
| Comments: |  |

|  |
| --- |
| What would you say are the candidate’s strong points? |
|  |

|  |
| --- |
| What would you say are the candidate’s developmental needs (things we might want to help the candidate work on up front)? |
|  |

|  |
| --- |
| Would you reemploy the candidate?  |
| Yes |  | No  |  | Maybe |  |  |

|  |
| --- |
| Is there any additional information you want to provide? |
|  |

Reference check completed by

|  |  |
| --- | --- |
| Signature |  |
| Date |  |

### APPENDIX I Model Contract of Employment

Contract of Employment – [Job Title]

The contract of employment sets out particulars of the terms and conditions of employment with [organisation] and supersedes any previous Contract of Employment issued Any variances or additions to the terms and conditions will be notified to employees individually in writing.

Your employment is conditional upon your agreement to devote the whole of your attention and working time to your employment by [organisation]. Under this agreement and not, except in the proper course of your duties, to divulge any confidential information concerning the organisation of [organisation] or any of its dealing, transactions or affairs as shall come to your knowledge during or in the course of your employment. Also to use your best endeavours to prevent the publication or disclosure of such information.

Employee name: [Name]

Employee address: [Address]

Name of employing organisation: [Organisation]
 [Full Address]

Job title: [Job Title.] Please refer to clause 2.

Line Manager: [You will report to Name.]

Place of work: Your normal area of work will be within the unitary authority of [location] but we may require you to work temporarily or permanently in other areas which are within reasonable daily travelling distance from your normal area of work. Please also refer to clause 3.

Start date of employment: [Date] Please refer to clause 1.

Probationary period: Your initial employment will be on the basis of a probationary period of three months, as a trial to ensure that we are happy with the working arrangements, the type of work involved and your ability within the role.

During this time if [organisation] feel that you are not suited to the job we will give you one weeks’ written notice to terminate your employment.

If during the probationary period you feel that you are not suited to the job you must also give [organisation] one weeks’ written notice to terminate your employment.

Hours of work: Your normal working hours are [hours] hours per week. [Organisation]’s core hours are 9.00am to 5.00pm on Monday to Friday with 30 minutes each day for lunch. Please also refer to clause 4.

Basic remuneration: Your salary is [salary] per annum/hour. Salaries are paid weekly in arrears by bank transfer/cash. Salaries are paid on a [day]. If the [day] falls on a bank holiday, payment will be made on the last banking day before the pay day. Please also refer to clause 5.

Holiday entitlement: The full-time holiday entitlement is 28 days during each complete holiday year, to include the statutory entitlement and bank holidays. Based on the hours you work your holiday entitlement is [days] days. Holidays must be agreed in advance. Please also refer to clause 6.

This Contract sets out particulars of the main terms require by section 1 of the Employment Rights Act 1996. You understand and accept the terms and conditions set out in this Contract.

|  |  |
| --- | --- |
| Signed by employee |  |
| Date |  |  |

1. Start date

Your employment with [organisation] began on the date set out on the front sheet.

During the first month of a probationary period your employment may be terminated at any time without notice and during the remaining period your employment may be terminated at any time on one week’s prior notice.

During a probationary period your performance and suitability for continued employment will be monitored. We may extend your probationary period at our discretion.

2. Job title

Your job title is set out on the front sheet. You are required to undertake all duties associated with your job title and any additional or other duties, on either a temporary or permanent basis, which may include working in other areas of [organisation], as we may require from time to time.

You warrant that you are entitled to work in the UK without any additional approvals and will notify us immediately if you cease to be entitled at any time during your employment.

You may be required to attend appropriate training courses, either external or internal, during your employment. We will pay for such training but you agree to reimburse us the cost of such training if your employment is terminated for any reason. We reserve the right to deduct such sums from any monies due to you on termination.

If you are provided with training in the course of your employment, you undertake that on termination of your employment for whatever reason, you may be required to repay the [organisation] as follows:

100% of the training costs, up to a maximum of £2,000, if your employment terminates during the period of 12 months immediately after any training has been completed;

66% of the training costs, up to a maximum of £2,000, if your employment terminates more than 12 but no more than 18 months after any training has been completed; or

33% of the training costs, up to a maximum of £2,000, if your employment terminates more than 18 months but no more than 24 months after any training has been completed.

Thereafter, no repayment will be required.

If you are provided with training but do not attend or complete the course you may be required to repay up to 100% of any costs incurred by [organisation] on your behalf.

During your employment with us you must devote the whole of your working time, energies and attention to the performance of your duties and you must not work for any other business or company, whether paid or unpaid, or be directly or indirectly engaged, concerned or interested in any other business concern without prior written consent from the Director, which will not be unreasonably withheld. You also must not approach or accept work for yourself or any other business or company from any of our clients, customers, visitors or stakeholders.

3. Place of work

3.1 Your normal place of work is set out on the front sheet, but you may be required to work at other locations, on either a permanent or temporary basis, as we may reasonably require in order to meet the needs of [organisation]. Accordingly, you may be required to travel to and work at exhibitions and events or attend meetings at any location within the UK. You will be given reasonable notice if you are required to work outside the UK.

4. Hours of work

Your normal hours of work are set out on the front sheet. These hours may be modified at any later stage in order that [organisation]’s business may be carried out more effectively.

Due to the nature of our organisation you may be required to work a reasonable amount of additional hours. You will be asked to work such additional hours as required by the needs of the organisation and will be entitled to overtime pay or time off in lieu as agreed by the Director payable at your normal hourly rate.

5. Rate of pay

Your salary is set out on the front sheet. Salaries are paid [weekly/monthly] in arrears by [bank transfer/cheque/cash]. Salaries are paid on a [if weekly state day of the week/if monthly state date] If the [ day of the week/date of the month] falls on a bank holiday, or a weekend, payment will be made on the last banking day before the [day of the week/or the date of the month.]

We reserve the right at any time during your employment or on termination to deduct from your salary any money owed to us by you at any time including, without limitation, pension contributions (if any), any over payments, training costs, loans or advances made to you, any overpayments in respect of annual leave taken in excess of your entitlement, the cost of replacing any unreturned property, tools or uniform or of repairing any damage or loss to our property or property belonging to our clients, customers, visitors or stakeholders caused by you and any losses suffered by us as a result of any negligence or breach of duty on your behalf and any uninsured losses caused by your negligent driving.

6. Annual holidays and holiday pay

The holiday year runs from [organisation holiday year]. Your annual holiday entitlement is set out on the front sheet and includes bank holidays. For part-time employees, entitlement is calculated on a pro rata basis to your normal hours. Holiday pay is paid at your basic rate of pay.

Employees joining after [start date of holiday year] will be granted leave pro rata for the period worked in that leave year. Annual Leave is accrued for each whole month worked, employees joining after the beginning of a month will accrue leave from the commencement of the following month i.e. an employee commencing on or after 2nd February will not accrue leave for that month. If employment terminates during a leave year, an employee will be entitled to paid holiday, or pay in lieu of holiday, pro rata for the period worked in that leave year. If employment is terminated part way through any month, there will be no entitlement to annual leave for that month. You may be required to take any holidays accrued but not taken during that holiday year. Alternatively, you will be required to repay any holiday pay received in excess of your accrued entitlement, which will be deducted from your final pay.

All leave shall normally be taken within the leave year. You will not be entitled to be paid in lieu of any unused holiday entitlement.

An employee should normally give their line manager reasonable notice of intention to take leave. In the case of leave of more than one week’s duration, an employee should give at least four weeks’ notice of their intention to take leave. You are not entitled to take leave in excess of two weeks’ consecutively without our prior written consent which will only be granted in special circumstances. Holiday is generally granted on a first come, first served basis. However, business requirements and other leave entitlements granted during the same period requested may make it necessary for us to refuse your request.

7. Sickness pay and conditions

Employees unable to attend work through illness or injury must inform their line managers by [time you wish to be notified by] on the first day of absence, or earlier if possible, giving the reason for absence and its likely duration. If the employee is unable to telephone the line manager in person, a relative or friend may do so on their behalf. It is important to speak with the line manager, in order to ensure that all work commitments are discussed. Text messages or answer phone messages are not acceptable.

If you are absent for less than 7 calendar days due to sickness you must complete a self-certification form on your return to work explaining the cause of your sickness absence. You must also keep us informed on a daily basis regarding any illness and your return to work.

Absence of longer than 7 calendar days will require a doctor’s certificate. Further certificates must be obtained if the absence continues for longer than the period of the original certificate and certificates are required to cover the total period of absence. You must also contact us on a weekly basis to provide updates on your condition, your progress and your likely date of return.

You agree to consent to a medical examination (at our expense) by a doctor nominated by us should we so require. You agree that any report produced in connection with any such examination may be disclosed to us and we may discuss the contents of the report with the relevant doctor.

We will pay you Statutory Sick Pay (SSP) provided that you satisfy the relevant requirements. Your qualifying days for SSP purposes are your normal days of work by reference to the days that you have worked over the past 13 weeks. You will not receive SSP during the first 3 days, which are called waiting days.

When sickness occurs during planned annual leave, an employee may be credited with the equivalent number of days’ holiday to be taken at a later date. This arrangement will be allowed only on receipt of a doctor’s certificate.

Any unauthorised absence must be properly explained and in the case of uncertainty about the duration of absence, line managers must be informed of the expected duration.

8. Confidential information

You must not use, exploit, disclose or communicate to any person, company, business entity or other organisation (either during or at any time after your employment) or allow any unauthorised disclosure through your negligence or inadvertence of any confidential information or trade secrets about the organisation, affairs, finances, development plans or marketing plans of [organisation] or details of any of our clients, customers, visitors or stakeholders or about any matters which may come to your knowledge in the course of your employment.

You further agreed not to use such confidential information in a manner which may either directly or indirectly cause loss to [organisation].

Confidential information means any information or matter which is not in the public domain or any other information labelled as being confidential and which we treat as confidential and which you ought reasonable to know is confidential. This clause does not prevent you from making protected disclosure or from using or disclosing information as required by law or your employment.

9. Intellectual property rights

The definitions in this clause apply in this Contract:

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

Inventions: inventions, ideas and improvements, whether or not patentable, and whether or not recorded in any medium.

You agree that you will give us full written details of all inventions and of all works embodying Intellectual Property Rights made wholly or partially by you at any time during the course of your employment. You acknowledge that all Intellectual Property Rights subsisting (or which may in the future subsist) in all such Inventions and works will automatically, on creation, vest in us absolutely. To the extent that they do not vest automatically, you agree to hold them on trust for us. You also agree promptly to execute all documents and do all acts as may, in our opinion, be necessary to give effect to this clause.

You hereby irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which you have or will have in any existing or future works referred to in this clause.

You hereby irrevocably appoint us to be your attorney to execute and do any such instrument or thing and generally to use your name for the purpose of giving us or our nominee the benefit of this clause and you acknowledge in favour of a third party that a certificate in writing signed by the Director that any instrument or act falls within the authority conferred by this clause will be conclusive evidence that such is the case.

10. Data protection

We will keep personal information on you and discuss such information on a need to know basis and only as and when required. You consent to the processing of information held about you, including sensitive data such as sickness records for the purposes of your employment, for administrative purposes and for the purposes of complying with applicable laws, regulations and procedures.

You further consent that we may, when necessary for these purposes, make such data available to our advisers, to parties providing products and/or services to us (including, without limitation, IT systems suppliers, pension, benefits and payroll administrators), to regulatory authorities (including the Inland Revenue), to any current and potential Board Members or purchasers of the business and as required by law.

You agree that where, during your employment, you process personal data (whether relating to prospective, current or future employees of [organisation] at any time, clients or customers or any persons) you will comply at all times with relevant legislation in particular the Data Protection Act 1998.

If you are dealing with telephone enquiries you should be careful about disclosing any personal information held by us. In particular you should:

check the caller’s identity;

suggest that the caller put the request in writing;

refer to the Director for assistance in difficult situations.

11. Health and Safety

[Organisation] undertakes to comply with the Health and Safety at Work Act, 1974 and related regulations and codes of practice. So far as is reasonably practicable, [organisation] will ensure the working environment for all employees is safe, with minimum risk to health, and that there are adequate arrangements for staff welfare.

All employees are required to ensure that they do not act in a way that endangers their own health and safety, or endangers the health and safety of others. Breaches of health and safety may be dealt with under the disciplinary procedures and in serious cases result in summary dismissal.

12. [Organisation]’s Property

Any [organisation] property in your possession or under your control, including, without limitation, all documents (originals and copies), correspondence, manuals, electronic equipment, hardware, software, clothing, stock, materials, tools and keys provided for your use in the course of your employment must be returned to us immediately at any time on request and in any event prior to the termination of your employment with us. You must not retain copies. You must also inform us of any computer passwords. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you.

12.2 You are responsible for your personal property. We will not accept any liability for any lost property or damage you may incur.

12.3 Any damage or loss of any [organisation] property in your possession or under your control, including, without limitation, all documents (originals and copies), correspondence, manuals, electronic equipment, hardware, software, clothing, stock, materials, tools and keys provided for your use in the course of your employment must be replaced at your cost immediately at any time on request and in any event prior to the termination of your employment with us. Failure to replace such items will result in the cost of the items being deducted from any monies outstanding to you.

13. Use of computers, internet and telephones

You agree that any correspondence addressed to you or sent by you in the course of employment, whether by letter, facsimile or email, may be opened and/or read by us.

In no circumstances must you load unauthorised computer software on to the computer system, or download any unauthorised files or documents etc.

You should not access any web page or any files (whether documents, images or other) downloaded from the internet which could, in any way, be regarded as illegal, offensive, in bad taste or immoral.

Use of the internet and email for personal use is prohibited during working hours.

Personal incoming and outgoing phone calls will only be allowed in emergencies. Use of personal mobile phones is strictly prohibited during working hours.

Abuse of these rules may lead to disciplinary action and in serious cases summary dismissal.

We reserve the right to and you agree that we may monitor and/or record the use of electronic communication and the Internet for business purposes.

[Organisation] may provide employees with a mobile telephone. This telephone is for business use only and remains the property of [organisation]. Any loss or damage to the telephone will result in the cost of a replacement being deducted from the employee’s salary.

14. Equal opportunity employers

14.1 [organisation] is an equal opportunity employer. We are committed to equal opportunities in all aspects of employment and dealings with clients, customers, visitors and stakeholders regardless of sex, marital or civil partner status, gender reassignment, disability, race, colour, nationality, ethnic or national origin, religion or belief, sexual orientation or age or any other criteria that cannot be shown to be justified.

15. Disciplinary and grievance procedures

We reserve the right to suspend you from work at any time with pay for the purposes of carrying out a disciplinary investigation into any alleged acts of misconduct or neglect against you.

We reserve the right to impose disciplinary suspension without pay for a maximum of one working week, or to demote or to transfer you as a disciplinary sanction.

If you wish to raise a grievance you should apply in writing to the Director

16. Right to search

16.1 We reserve the right to carry out a search of you and/or your property (including vehicles) whilst you are on our premises. These searches may be random and do not imply suspicion. If practicable you may be accompanied by a third party. You may be asked to remove the contents of your pockets, bags, vehicles, etc. Whilst you have the right to refuse to be searched, such refusal may constitute a breach of contract, which could result in your dismissal.

17. Termination of employment/leaving employment

17.1 The amount of written notice of termination that must be given by us or by you is:

 One month but less than two years’ service – one week
Two years’ service or more – one week for each completed year of service to a maximum of 12 weeks after 12 years’ continuous service

17.2 At our discretion and by mutual agreement we may decrease the amount of notice that you are required to give to us to terminate your employment

17.3 Payment of salary in lieu of notice may be made at [organisation]’s discretion. Subject only to any statutory requirements or restrictions to the contrary, [organisation] without notice may terminate your service or payment in lieu of notice by reason of any conduct on your part which, in [organisation]’s opinion, justifies summary dismissal, or if you cease to be entitled to work in the UK.

Following the termination of your contract by either party you agree not to contact any customers of [organisation], current or past for a period of 6 months after your leave date.

18. Lay offs and short time working

18.1 In the event of a work shortage or other unforeseen circumstances which prevent normal working we are entitled to lay you off or impose short time working arrangements to meet those circumstances. During these periods you may be entitled to receive a Guarantee Payment.
You will not be entitled to receive any other remuneration from us and any other payments made during these periods will be at our sole discretion.

19. Retirement

19.1 [organisation] does not operate a contractual or default retirement age.

20. Collective agreements

20.1 There are no collective agreements affective your terms and conditions of employment.

21. Pension

21.1 [Organisation] [does not offer] [does offer] an occupational pension scheme [details].

22. Changes to your Terms of Employment

22.1 We reserve the right to vary your terms and conditions of employment. Any changes or amendments to your terms and conditions will be confirmed in writing one month before the variation.

### APPENDIX J Example New Starter Form

|  |
| --- |
| PERSONAL DETAILS |
| First Name |  | Last name |  |
| National Insurance Number |  | Date Of Birth |  |
| Address |  |
|  |
| Postcode |  |

|  |
| --- |
| CONTACT DETAILS |
| Home Phone |  | Mobile |  |
| E-mail |  |

|  |
| --- |
| NEXT OF KIN / EMERGENCY CONTACT |
| Name |  | Relationship |  |
| Address |  |
|  |
| Postcode |  |
| Home Phone |  | Work |  |
| Mobile |  |  |

|  |  |
| --- | --- |
| Signed |   |
|  |  |
| Date |   |  |

### APPENDIX K Example Induction Checklist

|  |  |  |  |
| --- | --- | --- | --- |
| Name: |  | Start date: |  |
| Job Title: |  | Line Manager: |  |

|  |  |  |
| --- | --- | --- |
|  | Completed | Comments & notes |
| Introduction to manager and colleagues |  |  |
| Payroll documentation (P45, NI number, bank details) |  |  |
| Issue of equipment/uniform |  |  |
| Health and safety: policy, rules, fire and emergency procedures, first aid, reporting of accidents |  |  |

|  |
| --- |
| Introduction to the organisation |
| Company history, structure, aims and objectives |  |  |
| Tour of premises |  |  |

|  |
| --- |
| Explanation of terms and conditions |
| Hours, breaks, wages and payment periods  |  |  |
| Holidays |  |  |
| Probationary period |  |  |
| Period of notice |  |  |
| Sickness procedure |  |  |
| Other absence |  |  |
| Discipline and grievance procedures |  |  |
| Maternity/paternity leave and parental leave provisions |  |  |
| Equal opportunities policy |  |  |
| Alcohol and drugs policy |  |  |
| Lone working policy |  |  |
| Terms and conditions of employment issued and signed |  |  |

|  |
| --- |
| Employee Development |
| Job description |  |  |
| Training provision |  |  |
| Appraisals and review procedures |  |  |

|  |  |  |
| --- | --- | --- |
| Organisation rules |  |  |
| Smoking policy |  |  |
| General behaviour/dress code |  |  |
| Signing in visitors or contractors |  |  |
| Staff meetings / department meetings |  |  |
| Staff complaints |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Line Manager’s signature:  |  | Date: |  |
|  |  |  |  |
| Employee’s signature: |  | Date: |  |