**[COMPANY NAME]**

**[COMPANY ADDRESS]**

**[DATE] REVIEW DATE: [INSERT MONTH/YEAR]**

**EMPLOYEE HANDBOOK**

[INSTERT COMPANY LOGO & CHANGE COLOUR TO MATCH BRAND REQUIREMENTS]

Contents

[1. STANDARDS OF CONDUCT 3](#_Toc107560558)

[1.1 GENERAL GUIDELINES 3](#_Toc107560559)

[1.2 ATTENDANCE, WORK SCHEDULE & GENERAL OBLIGATIONS 3](#_Toc107560560)

[1.3 DATA PROTECTION POLICY 3](#_Toc107560561)

[1.4 ETHICAL STANDARDS 6](#_Toc107560562)

[1.5 DRESS CODE AND HYGIENE 6](#_Toc107560563)

[1.6 GIFTS & HOSPITALITY POLICY 6](#_Toc107560564)

[1.7 MOBILE PHONES/DEVICES 7](#_Toc107560565)

[1.8 COMPUTER POLICY 8](#_Toc107560566)

[2. TIME OFF POLICIES 12](#_Toc107560567)

[2.1 HOLIDAY ENTITLEMENT 12](#_Toc107560568)

[2.2 SICKNESS ABSENCE 13](#_Toc107560569)

[2.3 EMERGENCY AND COMPASSIONATE LEAVE POLICY 15](#_Toc107560570)

[2.4 OTHER TIME OFF 16](#_Toc107560571)

[3. FAMILY-FRIENDLY POLICIES 17](#_Toc107560572)

[3.1 MATERNITY LEAVE POLICY 17](#_Toc107560573)

[3.2 ADOPTION POLICY 21](#_Toc107560574)

[3.3 PATERNITY LEAVE POLICY 25](#_Toc107560575)

[3.4 PARENTAL LEAVE POLICY 30](#_Toc107560576)

[3.5 SHARED PARENTAL LEAVE POLICY 32](#_Toc107560577)

[3.6 FLEXIBLE WORKING POLICY AND PROCEDURE 39](#_Toc107560578)

[4 DISPUTE RESOLUTION POLICIES 43](#_Toc107560579)

[4.1 ORGANISATIONAL RULES 43](#_Toc107560580)

[4.2 DISCIPLINARY POLICY AND PROCEDURE 43](#_Toc107560581)

[4.3 GRIEVANCE POLICY AND PROCEDURE 48](#_Toc107560582)

[5 VEHICLE & EXPENSES POLICIES 51](#_Toc107560583)

[5.1 USE OF YOUR OWN VEHICLE POLICY 51](#_Toc107560584)

[5.2 EXPENSES 52](#_Toc107560585)

[6 EQUALITY AND DIVERSITY POLICY 53](#_Toc107560586)

[7 HEALTH AND WELLBEING 57](#_Toc107560587)

[7.1 ALCOHOL & DRUGS POLICY 57](#_Toc107560588)

[7.2 HEALTH AND SAFETY POLICY 59](#_Toc107560589)

[7.3 HEALTH AND WELLBEING POLICY 63](#_Toc107560590)

[7.4 WORKING ALONE 65](#_Toc107560591)

[8 MISCELLANEOUS EMPLOYMENT POLICIES 67](#_Toc107560592)

[8.1 HARASSMENT POLICY 67](#_Toc107560593)

[8.2 BULLYING POLICY 69](#_Toc107560594)

[8.3 SOCIAL MEDIA POLICY 69](#_Toc107560595)

[8.4 WHISTLE-BLOWING POLICY 72](#_Toc107560596)

[8.5 BRIBERY & CORRUPTION POLICY 73](#_Toc107560597)

[8.6 EMAIL, INTERNET, COMPUTER, FAX, AND TELEPHONE FACILITIES POLICY 73](#_Toc107560598)

[8.7 ADVERSE WEATHER POLICY 74](#_Toc107560599)

**Dear Colleague,**

**Welcome to [COMPANY NAME].**

This Employee Handbook (the "Handbook") will help you settle into your employment with [COMPANY NAME] and provide a useful source of reference during your employment with us.

[COMPANY NAME] will provide for you an induction programme. The induction programme will be provided to you within your first month and will include the following:

* A review of elements of the Employee Handbook.
* Health and Safety.
* A review of your Job Description.

This document has been developed by [COMPANY NAME] in order for employees to familiarise themselves with working conditions, key policies, procedures, and benefits affecting employment at [COMPANY NAME]. You will also be required to follow all other policies and procedures communicated to you from time to time, copies of which will be always available upon request.

This Employee Handbook supersedes all previous employee handbooks and memos unless otherwise stated. While every effort is made to keep the contents of this document current, [COMPANY NAME] reserves the right to modify, suspend, or terminate any of the policies, procedures, and/or benefits described in this Employee Handbook with or without prior notice to employees.

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

[COMPANY NAME] may also amend this Handbook, to take account of changes in the law, best practices and/or business requirements. Where necessary and desirable, consultation will take place with you before any changes are made. You will be notified of any changes that are made.

Throughout the Handbook, the following terminology is used:

* “[COMPANY NAME]”, “We”, “we”, the “Organisation” or “us” refers to [COMPANY NAME].
* Your Contract" includes your offer letter and any written particulars of employment, contract and/or supplementary letters given to you, as may be amended from time to time.

We look forward to working with you as part of our team.

**[INSERT SIGNATURE]**

**CEO**

# **STANDARDS OF CONDUCT**

## **GENERAL GUIDELINES**

You are encouraged to become familiar with [COMPANY NAME]’s rules and standards of conduct. You are expected to follow these rules and standards faithfully in exercising your work duties and conducting [COMPANY NAME]’s business.

## **ATTENDANCE, WORK SCHEDULE & GENERAL OBLIGATIONS**

During your normal working hours and at such other times as may reasonably be required of you, you shall devote the whole of your time, attention, skill, and abilities to the performance of your duties under this contract and shall act in the best interests of the Organisation. You must not leave the office or client’s office prior to your expected finish time unless prior authority has been granted by your manager. Unless otherwise specified, employees are expected to work as a minimum the hours per week as set out in their contracts of employment and may be required to work additional hours. You are allowed to take breaks, as set out in your Contract of Employment at a time as directed by your manager whilst on occasions being flexible to the changing working needs.

## **DATA PROTECTION POLICY**

**Introduction**

The Organisation needs to hold and use information about its staff for the purposes of their employment. Much of this information is “personal data” and “special category data”, as these terms are defined in the General Data Protection Regulation, (the “GDPR”). [COMPANY NAME] also holds, uses, and otherwise processes a great deal of information about other individuals, much of which is sensitive and confidential. In addition to your general obligations to the Organisation regarding confidential information, you should bear in mind that, where this information constitutes personal data that relates to a living individual, we are obliged to comply with the requirements of the GDPR.

**Data Protection Principles**

Under the GDPR, the Organisation is required to ensure that personal data is:

* Processed fairly and lawfully.
* Processed only for specific purposes.
* Adequate, relevant, and not excessive.
* Accurate and kept up to date.
* Kept for no longer than is necessary.
* Kept in accordance with your rights.

In essence, this means that we aim to tell you what information we hold about you, why and for what purpose we hold it, from whom we have obtained it and to whom we will disclose it. We also aim to ensure that all your personal data is up to date and held securely.

**Personal Data**

As an employer, [COMPANY NAME] will hold, use, and otherwise process personal data relating to you and its employees for one of the following reasons:

* You give your consent.
* Processing is necessary for the implementation and performance of a contract with you.
* Compliance with a legal obligation.
* Processing is necessary to protect the vital interests of yourself or another person.
* The data is necessary for the performance of a task carried out in the public interest.
* The data is necessary for the purposes of legitimate interests pursued by the controller (likely to be the Organisation holding the data) or a third party (could be someone acting on the Organisation’s behalf).

In terms of employment, these are the reasons why we keep and process data:

* Considering your suitability for employment.
* Administration of the payroll.
* Provision of employee benefits.
* Compliance with legal requirements.
* Performance monitoring.
* Absence management.
* In connection with disciplinary matters.
* To establish your training and/or development requirements.
* To establish a contact point in an emergency.

**Special Category Data (Previously Known as “Sensitive Data”)**

In addition, [COMPANY NAME] may hold, use, and otherwise process sensitive personal data which relates to employees for any purposes which reasonably arise out of and/or in connection with employment with the Organisation. Special category data is, according to the GDPR, personal data which consists of the following:

* Racial or ethnic origin.
* Religious or similar beliefs.
* Membership or otherwise of a trade union.
* Physical or mental health or condition.
* Sex life.
* Commission or alleged commission of any offence.
* Proceedings relating to such an offence.

We envisage processing sensitive personal data in the following circumstances:

* Information relating to racial or ethnic origin where relevant to any application for a work permit and for equal opportunities monitoring.
* Information relating to physical or mental health or condition for health monitoring purposes, assessing suitability for work and for equal opportunities monitoring.
* Information relating to membership or otherwise of a trade union for the purpose of undertaking consultations with employees where we are required to by law.
* Information relating to the commission or alleged commission of any offence and proceedings relating to such an offence where appropriate for determining suitability for employment initially and on an ongoing basis.

A high level of security will be in place for this type of data and limited access will apply.

**Obligations**

***Obligations Relating to Personal Data***

Personal data and sensitive personal data will be held by [COMPANY NAME] both manually and on computer. Such data shall only be kept for as long as we deem necessary, in accordance with the Data Retention Policy. Other members of staff will have access to personal data as may be required to fulfil the purposes specified above.

We are required to ensure that all personal data and Special Category data which we hold is accurate and, where necessary, kept up to date. In order to enable us to comply with this obligation, staff are required to immediately notify their manager of any changes to their personal details including, without limitation, any changes to their name, address, emergency contacts and bank details.

***Obligations Relating to the Personal Data of Others***

In the course of your duties, employees may be required to process personal data which relates to other individuals. Employees are required to comply with the data protection principles set out above and with any specific instructions given regarding such personal data. In particular, employees must not, save in the proper performance of their duties during their employment, make use of, divulge, or communicate to any person (including any person working for or with the Organisation or any organisation, company and/or firm, any personal data or sensitive personal data relating to any third parties, including without limitation the following:

* Employees and former employees of [COMPANY NAME].
* Applicants for employment with the Organisation (successful and unsuccessful).
* Other individuals who are doing work or have done work for the Organisation.

Breach of this requirement will be treated very seriously and, where appropriate, disciplinary action will be taken. You should also be aware that, in certain circumstances, by making an unauthorised disclosure of personal data, you will be committing a criminal offence. The Organisation will carry out a Data Protection Impact Assessment when implementing new technology or dealing with processing involving high risk for individuals.

**Employee Rights**

These are your rights in relation to your personal data:

* To be informed of what data we hold, why we hold it and where it came from. This will be explained at the point of requesting the information.
* To make a subject access request and (subject to certain legal exemptions) to receive copies of your personal data which we hold. If you wish to exercise this right, you must make a request in writing to your manager. There will normally be no charge for providing the information you have requested, and it will normally be provided within one month from the date of request.
* To have any inaccurate data corrected or erased.
* To restrict processing (limited).
* Data portability.
* To object to the data being held and processed. This may, however, not result in us withdrawing our holding and processing of the data.
* To withdraw consent under certain circumstances.
* Other rights in relation to automated decision making and profiling.
* To lodge a complaint with a supervisory authority.

Where [COMPANY NAME] decides to use an external data processor, this will be detailed in the written contract. This will ensure that both sides understand their responsibilities. The Organisation is obliged to report data breaches within 72 hours. Disciplinary action will be taken against you should you not report a breach immediately you are aware one has occurred.

## **ETHICAL STANDARDS**

The Organisation insists on the highest ethical standards in conducting its business. Doing the right thing and acting with integrity are the two driving forces behind our business. When faced with ethical issues, employees are expected to make the right professional decision consistent with [COMPANY NAME]’s principles and standards.

## **DRESS CODE AND HYGIENE**

Employees of the Organisation are expected to present a clean and professional appearance while conducting business, in or outside of the premises. Dressing in a fashion that is clearly unprofessional, that is deemed unsafe, or that negatively affects the Organisation’s reputation or image is not acceptable. If a verbal warning is given with no subsequent improvement, further action may be taken.

## **GIFTS & HOSPITALITY POLICY**

**Purpose**

This policy sets out the procedure staff must follow when giving or receiving gifts and hospitality.

**Scope**

This policy applies to full-time and part-time employees on a substantive or fixed-term contract, and to associated persons such as secondees, agency staff contractors and others employed under a contract for service.

**Policy Statement**

The Bribery Act 2010 for members of staff to accept corruptly any gift or consideration as an inducement or reward for doing, or not doing, anything in an official capacity or showing favour or disfavour to any person in an official capacity. The guiding principles to be followed by all members of staff must be:

* The conduct of individuals should not create suspicion of any conflict between their official duty and their private interest.
* The action of individuals acting in an official capacity should not give the impression (to any member of the public, to any organisation with whom they deal or to their colleagues) that they have been (or may have been) influenced by a benefit to show favour or disfavour to any person or organisation.

When it is not easy to decide between what is and what is not acceptable in terms of gifts or hospitality, the offer should be declined, or advice sought from your manager. For the protection of those involved, the organisation will maintain a register of gifts and hospitality received where the value is in excess of £30.00. Members of staff in receipt of such gifts or hospitality are obliged to notify [COMPANY NAME] promptly.

**Accepting Gifts – Genuine Business Reasons**

Hospitality offered should only be accepted where there is a direct link to working arrangements and a genuine business reason can be demonstrated, for example:

* Attendance or speaking at a conference, which provides complimentary subsistence, travel, and accommodation.
* Attending a free training course.

It is recognised that, in the course of carrying out your duties, you will need on occasion to ensure good relationships with existing and future contractors and stakeholders and that this may involve for example, the receipt of modest working lunches and dinners. These are acceptable where there is a genuine business reason, though you are still required to report these to your manager.

**Policy Breach**

Staff who fail to declare the acceptance/provision/decline of hospitality and gifts in accordance with this policy may be subject to disciplinary action under the Organisation’s Disciplinary Policy.

## **MOBILE PHONES/DEVICES**

**Introduction**

This policy sets out the Organisation’s rules on the use of mobile phones by its employees. It covers both organisation-issued equipment and the use of personal equipment during working hours. In particular, it provides guidance for employees who are required to drive as part of their duties and who may also use mobile phones or similar devices. It takes into account the fact that it is a criminal offence to use a hand-held device while driving.

**Mobile Phone Policy**

The Organisation recognises that to ensure the most effective running of its services, communications, and business activities, it will be necessary for some staff to have access to a mobile telephone. Whilst using your mobile device, you will be representing [COMPANY NAME]. You must apply normal standards of etiquette and good conduct. Do not use your mobile device in any way or situation that would risk damage to organisational, personal, or third-party property. Do not leave your mobile phone where it is vulnerable to the risk of theft.

**Personal Use of Your Own Mobile Phone**

Personal use of your own mobile phone should be kept to an absolute minimum during working time.

**Mobile Phones and Driving**

* To ensure safety, use voicemail or call divert so that messages can be left.
* Find a safe place to park in order to make a call and/or check messages.
* On a long journey, regular breaks will assist to reduce tiredness.
* Remember it is against the law to stop on the hard shoulder of a motorway except in an emergency.
* At a petrol station, switch off mobile phones when outside the vehicle.

When contacting other employees by mobile phone always establish first if the person is driving and if so, answering on a hands-free mobile. If they are driving but using a handheld mobile ring off immediately without further discussion and report the matter to your manager. If the employee is driving but using a hands-free set, keep the call brief and arrange to make contact again later when the driver is parked.

If the phone rings whilst driving and a hands-free phone is not in use, employees must pull over safely to the side of the road and stop before answering the call. Driving includes those times when a person is in control of a vehicle which may be stationary. Stopping to take a call must also be done safely. Switch off a hand-held mobile phone before you start your journey unless there is a passenger in the car who can answer the phone.

Drivers can also be distracted from driving when they use hands-free mobile phones or similar hands-free devices. So even though driving while using a hands-free mobile phone is not specifically prohibited by law, a driver may still commit an offence if distracted whilst driving and using hands-free equipment. Following an accident, Traffic Officers are expected to consult mobile phone organisation records to establish if the use of a phone was a factor contributing to the incident.

It is the Organisation’s policy, therefore, that employees should not normally use hands-free mobile phones or similar devices whilst driving. Specifically, this means, whilst driving, employees should:

* Not make outward going calls.
* Normally, let the phone ring and return to the caller later when parked.
* If the employee has to receive a call, inform the caller of the situation, keep the conversation brief, and arrange to make further contact when the vehicle is parked.

## **COMPUTER POLICY**

**Introduction**

The Organisation recognises that encouraging our employees to make full use of our computer system, including the email and internet facilities, is extremely important if we are to maximise the benefits which can be achieved through the use of modern IT facilities. However, inappropriate use of our computer systems by our employees (including the email and internet facilities) could result in legal action being taken against us and/or any employees involved.

Examples of possible claims which could be brought include copyright infringement, defamation, racial, sexual and/or other forms of harassment, offences under the Obscene Publications Act and offences under the Computer Misuse Act. In addition, downloading material from the Internet, using disks, transferring files and even the use of email can cause serious damage to the computer system whether by introducing viruses, deleting files, corrupting data, causing system crashes, or overloading resources. The Organisation has therefore introduced this policy in order to inform you of your obligations when using the computer system. This policy applies to all employees.

If you breach this policy, the matter will be dealt with by using the Disciplinary Policy and Procedure. Each case will be considered on its merits and, if sufficiently serious, may constitute gross misconduct, resulting in summary dismissal. If you become aware of any breaches of this policy, you should notify your manager immediately. If you have any questions about this policy, or wish to raise any comments, please speak to your manager.

**Use of the Computer System**

[COMPANY NAME]’s computer system, including the email and Internet facilities, is intended to be used primarily for business purposes. However, occasional limited personal use is permitted, providing that you comply with the following conditions for personal use at all times:

* Your personal use must not interfere with your, or any other employee’s, job performance.
* Your personal use must not have a detrimental effect on the operation of the Organisation’s computer system, whether because you are restricting the resources available to other employees, or otherwise.
* You must not violate any of the provisions of this policy or any other of the Organisation’spolicies, procedures, rules, or regulations when using the computer system for your own personal use.

Personal use of the computer system is a privilege that may be revoked at any time.

**Security**

You are responsible for the security of your PC and/or laptop. The contents of all documents, files, and email communications on your PC and/or laptop are the property of [COMPANY NAME]*.* You must not allow your PC and/or laptop to be used by any unauthorised persons, including members of your family and friends. When leaving your PC unattended, you must ensure that you either switch it off, log off, or lock your workstation to prevent unauthorised users using it in your absence.

Each user of the computer system is given a user ID and a personal password. You may also be given restricted or privileged access to the applications available on the system, depending on your job duties. You must keep your personal password confidential and not disclose it to anyone, including any of your work colleagues. You must not ask any of your colleagues to give you their passwords, nor must you try to or actually access the system using any other person’s user ID or password. You will be accountable for all activities created under your password.

**Email**

The use of email offers great advantage to us by enabling effective communication at great speed. We wish to obtain the maximum benefits that can be gained from using email. However, email messages can give rise to legal action against the Organisation and could be used as evidence in any such legal action. It is therefore vital for email messages to be treated like any other form of correspondence. All email correspondence is the property of the Organisation and is stored on the Organisation’s main server.

The content and language of messages sent via the email system must be written in accordance with the standards applicable to any other form of written communication. You must always work on the assumption that email messages may be read by others. General messages to a wide group should only be used where absolutely necessary. Hard copies and confirmation of receipt of important email messages should be retained.

[COMPANY NAME]’s email facilities must not be used, at any time, for spreading gossip, fraudulently, for personal gain and/or in breach of any of the Organisation’ policies, procedures, rules, or regulations. In particular, we will not tolerate the use of email or email related services to create a hostile or offensive working environment based on gender, colour, race, nationality, ethnic or national origin, culture, religion, sexual orientation, age, disability, any other personal characteristic, or any other reason.

This includes communications, "jokes", pictures, stories, or other material which may be perceived by others as harassing, sexually explicit, intimidating, profane, defamatory, demeaning, offensive and/or otherwise inappropriate. Such behaviour may amount to gross misconduct and may result in your dismissal.

If you receive an email which appears from its subject heading to contain material which may be considered to be inappropriate, or which you open and find contains such material, you should notify your manager. If you receive such an email from someone you know, you should explain to them that you are not permitted to receive such emails at work and ask them not to send any more. If you continue to receive such inappropriate communications and/or you retain such communications on your system, you will be held responsible and may be disciplined.

If you receive an email which has been wrongly delivered to your email address, it should be redirected to the sender of the message. In the event that you wrongly receive an email containing confidential information, you must not disclose or use the confidential information. You must not send or forward non-business-related attachments including chain letters, animated greetings, video clips, graphics and sound files, games, or other software as, to do so, has a detrimental effect on the efficient operation of our computer system.

**Internet**

The Internet is a world-wide network of computers that contains millions of pages of information. It offers almost unlimited opportunities for obtaining information on a vast range of topics. Your use of [COMPANY NAME]’s internet facilities should be primarily for business purposes. However, you are permitted to make limited use of the internet facilities for your own personal reasons.

In addition to the many useful sites on the internet, there are also a number of pages which have on them offensive, sexually explicit, and inappropriate material. Whilst we recognise that it may be difficult for you to completely avoid such pages, an even innocuous search request may lead to sites which contain offensive material. You are not permitted to, and must not deliberately access, and/or download, material which others may perceive as demeaning and/or offensive, from the internet. We reserve the right to restrict your access to the internet.

**Virus Protection**

You must not:

* Import any files including non-text files or unknown email messages or attachments.
* Download any information from the internet onto your PC and or laptop, without first seeking permission from your manager, and scanning for viruses. Software that has not been approved in advance by your manager, is banned from use on the system at all times. Computer games, including quizzes and arcade games, are banned in all cases, and will be deleted whenever found.

**Copyright Infringement**

You must not make or try to make copies of any of the software on your PC and/or laptop. To do so could put you in breach of our licence terms and/or result in action being brought against you and/or the Organisation for copyright infringement. You must not download, copy, or transmit to anyone any work or documents from the internet or otherwise belonging to or created by any third party without their permission, as this may infringe copyright or other intellectual property rights.

**Monitoring**

You should not have an expectation of privacy in anything you create, store, send or receive on the computer system. The Organisation reserves the right to access the contents of any documents, files and/or email messages on your PC and/or laptop for any purpose, including without limitation to:

* Monitoring whether your use of your PC and/or laptop and/or the computer system as a whole, is legitimate and relevant to the business.
* Investigating or detecting the unauthorised use of the Organisation’s systems.
* Finding or retrieving lost documents, files and/or email messages.
* Assisting in the investigation of wrongful acts.
* Establishing the existence of facts relevant to [COMPANY NAME].
* Ascertaining compliance with regulatory or self-regulatory practices or procedures relevant to the Organisation.
* Ascertaining or demonstrating standards which are, or ought to be, achieved by persons using the system.
* Preventing or detecting crime.
* Ensuring the effective operation of the system.
* Complying with any legal obligation.

The Organisation may also record, store, and process the content of emails for many of the purposes set out above. [COMPANY NAME] may also, from time to time, monitor the internet sites which you access, including, without limitation, the length of time for which you access such sites, to ensure that you are complying with this policy.

# **TIME OFF POLICIES**

## **HOLIDAY ENTITLEMENT**

The Organisation’s holiday year runs from the ……………………………. to the ……………………………. each year. From the commencement of your employment, your paid holiday entitlement will be a pro rata of ……………………………. days per calendar year, and a pro rata of bank holidays. Your holiday accrues daily. Annual leave may not be taken instead of sick leave.

**Part-Time Employees**

If you work part time you are entitled to receive a proportion of the equivalent full time annual holiday entitlement, including public holidays. The pro rata calculation will be based on your contractual weekly working hours.

**New Employees**

If you join part way through the holiday year, your holiday entitlement for that year is calculated on a pro rata basis according to your date of joining. If you have already booked holidays prior to joining the Organisation, these holiday commitments will usually be honoured, provided that the dates are agreed prior to your start date.

**Leaving the Organisation**

If you are leaving [COMPANY NAME], your holiday entitlement will be calculated on a pro rata basis worked up to your effective leaving date. You are encouraged to use all your holiday leave entitlement before you leave the Organisation’s employment. You will be paid in lieu of any holiday entitlement accrued, but not taken, by your effective leaving date. If you have taken holiday in excess of your accrued holiday entitlement as at your effective leaving date, the Organisation reserves the right to deduct this from your final salary or any other amount owing to you. If you are required to take garden leave during your notice period, you will be deemed to be automatically taking the holiday entitlement which accrues during your period of garden leave as part of that period.

**Taking Leave**

All holiday requests should be made well in advance and must be agreed with your manager before any commitments are made. You must submit your holiday request to your manager at least 14 days prior to your proposed holiday dates. If you are requesting leave of one week or more, you should request this at least four weeks in advance of the requested leave date. Approval of leave with shorter notice will be at the discretion of the manager. Normally, a maximum of two weeks’ holiday may be taken at any one time. Exceptions to this rule may be allowed at the Organisation’s discretion.

**Religious Holidays**

The Organisation recognises that employees may wish to take annual leave to coincide with particular religious festivals and we will endeavour to ensure this is possible. If you wish to take holidays for religious purposes, you should normally request leave from your manager at the beginning of the year. Where this is not possible, leave should be requested at the earliest possible opportunity and no less than one month in advance. [COMPANY NAME] reserves the right not to allow holiday leave for religious holidays where there are exceptional circumstances. In this case, your manager will write to you to explain why approval has not been possible.

**Public Holidays**

The Organisation will provide paid leave for the following public holidays: New Year’s Day, Good Friday, Easter Monday, May Day Bank Holiday, Spring Bank Holiday, Late Summer Bank Holiday, Christmas Day, and Boxing Day. The Organisation reserves the right to require any employee to work on a public holiday, in which case, Time Off in Lieu will be provided to you.

**Annual Leave and Sickness**

If you fall sick during a period of annual leave, you are entitled to record the absence as sick leave and not as annual leave, provided that all of the following applies:

* Your manager is notified immediately.
* The period of incapacity seriously disrupts the period of leave (i.e., four or more days of serious illness).
* You produce a certificate from a qualified medical practitioner.

**Taking Half a Day’s Holiday Leave**

Leave taken in half days involves attendances at work for half of the net hours (excluding meal breaks) which would normally be worked.

## **SICKNESS ABSENCE**

**Policy Statement**

This policy sets out [COMPANY NAME]’s approach in the event that an employee is absent from work due to sickness.

**Introduction**

The Organisation is committed to providing high standards of service and delivery. Regular attendance is essential to achieving this and you are expected to report for work in accordance with your Contract.The Organisation is concerned for your general health and wellbeing and recognises that there will be times when you become ill and are unable to attend work. You are not expected to come to work when you are clearly unfit to do so, and security of employment would normally apply during such periods**. As such, staff who are unable to attend work due to sickness will not be permitted to work from home.**

The Organisation recognises that there will be instances where an employee’s child will be ill. In cases of an employee staying at home to care for a sick child, other [COMPANY NAME] policies should be used, e.g., Annual leave, Parental leave, Domestic Emergency Leave. The Organisation will take appropriate action to manage unacceptable levels of absence. This policy is to be used in conjunction with other documents issued by the Organisation, including Capability and Disciplinary procedures. The Organisation differentiates between short- and long-term absence but aims to deal with all cases in a consistent and fair manner, seeking the appropriate medical evidence when necessary.

The Organisation will ensure that all managers are aware of the sickness absence management procedures. Your manager will treat your absenteeism sensitively and appropriately. Where appropriate, [COMPANY NAME] will make reasonable adjustments to the working environment and job role in order to assist you on your return to work from sick leave.

**Procedure**

Absences from work due to sickness must be reported by telephone before 9.00am on the first day of absence, together with an indication of the likely period of absence. You should advise your manager of the general nature of your illness, when your illness started and its likely duration, if known. If your absence due to illness exceeds seven days (including weekends) you must obtain a doctor’s certificate and send it to your manager. All shorter absences must be reported to your manager using the self-certification form. It is the manager’s responsibility to notify payroll of sickness absence and to keep appropriate records. Failure to comply with the above notification requirements may disqualify you from receiving Statutory Sick Pay (“SSP”). Failing to comply with the Organisation’s procedures could also make you liable to disciplinary action.

**Sickness Absence Payments**

There is no contractual sick pay. You may be entitled to Statutory Sick Pay (SSP) during periods of sickness absence if you follow the absence reporting procedure correctly and meet the qualifying requirements. Please note the first 3 days of sickness are classed as waiting days and are unpaid, in line with government legislation. The use of holidays to cover sickness is strictly prohibited.

**Frequent Sickness Absence**

Attendance at work is a management issue. If an employee accumulates more than ten working days’ sickness absence during any period of twelve months, made up of short frequent periods of absence, they may be required to give a fuller explanation of the reason for their absence. The purpose of this investigation will be to try and ascertain the nature and causes of absence. The investigation and interview with the employee may reveal that the matter is a conduct issue, an issue concerning morale, or symptomatic of a serious medical condition. The outcome of the investigation will be, where appropriate, to jointly identify means to improve health and attendance.

In managing attendance, the Organisation may require an employee to attend for a medical examination by an independent medical practitioner of its choosing, at its expense. In this event, you agree to co-operate with such a request and to permit the medical practitioner to discuss with [COMPANY NAME] the findings of any examination and prognosis for your future recovery. In circumstances such as these, you will be required to complete a written consent form enabling the medical practitioner to access your medical records. You have the right not to give such consent. However, under these circumstances, the Organisation would take appropriate action based on the information it has available.

**Ill Health / Long Term Absence**

[COMPANY NAME] recognises that poor attendance or performance may be as a result of a genuine medical condition. A medical condition may be aggravated by the nature of the work undertaken or may result in a risk to the health and safety of the employee or colleagues. In such circumstances, the Organisation will investigate the matter fully in the light of medical evidence.

The Organisation will make every effort to consult with the employee at all stages of an investigation in cases of serious illness and, in endeavouring to maintain employment, will consider:

* The impact of the illness on the nature of the work the employee is employed to do.
* Whether any suitable alternative work exists.
* Whether the work can be carried out with reasonable adjustments.

## **EMERGENCY AND COMPASSIONATE LEAVE POLICY**

**Introduction**

The Organisation recognises that there may be occasions where, for personal reasons, you need to leave the workplace or are unable to attend work. This policy sets out details of your statutory rights to take leave in order to care for a dependant and in other circumstances where we will grant leave. This policy is intended to cover unplanned emergency leave only, other than in the case of Compassionate Leave as set out below. If you have prior knowledge of the need to take leave, for example to accompany a dependent to a hospital appointment or to arrange for a delivery, leave should be taken as holiday.

**Statutory Dependants’ Care Leave**

In the circumstances set out below, you are entitled by law to take a reasonable amount of unpaid leave during your working hours in order to take action which is necessary:

* To provide assistance on an occasion when one of your dependants falls ill, gives birth, or is injured, or assaulted.
* to make arrangements for the provision of care for one of your dependants who is ill or injured.
* In consequence of the death of one of your dependants.
* Because of the unexpected disruption or termination of any arrangements for the care of one of your dependants.
* To deal with an unexpected incident which involves your child during school hours.

In all of the above cases, “dependant” means your spouse, your civil partner, your partner, your child, your parent, or a person who lives in the same household as you, but not your employee, tenant, lodger, or boarder. In the first, second and fourth cases, “dependant” also includes any person who reasonably relies on you for assistance.

**Parental Bereavement Policy**

In the event of the death of a child, a bereaved parent may take Parental Bereavement Leave and be entitled to Parental Bereavement Pay. A ‘bereaved parent, includes legal parents, guardians and could be extended to an individual who has a relationship with a child that is parental in nature, such as a primary caregiver. The Parental Bereavement Act 2018 will apply to those who have lost a child under the age of 18 or those who have experienced a stillbirth after 24 weeks of pregnancy.

A bereaved parent can take a minimum of 2 weeks of Parental Bereavement leave within a period of 8 weeks beginning with the date of the death of the bereavement, regardless of how long the employee has worked at [COMPANY NAME]. Those employees with 26 weeks of continuous service will be entitled to receive paid leave at the statutory rate and other staff will be entitled to unpaid leave.

## **OTHER TIME OFF**

Medical appointments (e.g., dentist, doctor) should be carried out in your own time. Where this is not possible, appointments should be made at the start or the end of the working day. There is no right to be paid whilst attending such appointments unless it is covered under the Maternity Policy. If you are required to service on a jury, you should notify your manager and produce the official notification without delay.

You may be requested by the Organisation to apply to the Court for your Jury Service to be either postponed or delayed if it is considered that your absence will cause substantial problems to the business. Failure or refusal to make an application following a request from the manager will be handled under the Disciplinary Policy.

Whilst on jury service, you are entitled to claim allowances from the court covering fares, subsistence, and loss of earnings (up to a specific amount). You should claim the full amount owed. If you are discharged early from Jury duty you must contact your manager to enquire whether you are a required to attend work.

# FAMILY-FRIENDLY POLICIES

## MATERNITY LEAVE POLICY

**Statement of Intent**

This policy sets out the statutory rights and responsibilities of employees who are pregnant or have recently given birth and gives details of the arrangements for antenatal care, pregnancy-related illness, and maternity leave and pay.

As the maternity provisions are complex, if an employee becomes pregnant, she should clarify the relevant procedures with her line manager to ensure that they are followed correctly.

**Definitions**

The following definitions are used in this policy:

* Expected week of childbirth – the week, starting on a Sunday, during which the employee’s doctor or midwife expects her to give birth.
* Qualifying week – the 15th week before the expected week of childbirth.

**Notification of Pregnancy**

Upon becoming pregnant, an employee should notify her line manager as soon as possible. This is important as there are health and safety considerations for the Organisation.

By the end of the qualifying week, or as soon as reasonably practicable afterwards, the employee is required to inform the Organisation in writing of:

* The fact that she is pregnant.
* Her expected week of childbirth.
* The date on which she intends to start her maternity leave.

The employee must also provide a MAT B1 form, which is a certificate from a doctor or midwife confirming the expected week of childbirth. The form must have either the doctor’s name and address or the midwife’s name and registration number on it. The employee is permitted to bring forward her maternity leave start date, provided that she advises her line manager in writing at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable.

The employee may also postpone her maternity leave start date, provided that she advises her line manager in writing at least 28 days before the original proposed start date or, if that is not possible, as soon as reasonably practicable. The Organisation will formally respond in writing to the employee’s notification of her leave plans within 28 days, confirming the date on which she is expected to return to work if she takes her full 52-week entitlement to maternity leave.

**Entitlements**

Time off for Antenatal Care: Once an employee has advised the Organisation that she is pregnant, she will be entitled to take reasonable paid time off work to attend antenatal appointments as advised by her doctor, registered midwife, or health visitor. The employee should endeavour to give her line manager as much notice as possible of antenatal appointments and, wherever possible, try to arrange them as near to the start or end of the working day as possible.

Health and Safety: A risk assessment will be carried out to assess the workplace risks to women who are pregnant, have recently given birth or where breastfeeding is required on their return to work.

Sickness Absence: If an employee is absent from work during pregnancy owing to sickness, she will receive normal sick pay in the same manner as she would during any other sickness absence, provided she has not yet commenced ordinary maternity leave. If, however, the employee is absent from work due to a pregnancy-related illness after the beginning of the fourth week before her expected week of childbirth, her maternity leave will start automatically. If the employee is absent from work wholly or partly because of pregnancy during the four weeks before the expected week of childbirth, the employee must notify the Organisation in writing of this, as soon as reasonably practicable.

**Maternity Leave**

All pregnant employees are entitled to take up to 26 weeks’ ordinary maternity leave and up to 26 weeks’ additional maternity leave, making a total of 52 weeks. This is regardless of the number of hours they work or their length of service. Additional maternity leave begins on the day after ordinary maternity leave ends. Ordinary maternity leave can start at any time after the beginning of the 11th week before the employee’s expected week of childbirth (unless her child is born prematurely before that date, in which case it will start earlier).

Maternity leave will start on whichever date is the earlier of:

* The employee’s chosen start date.
* The day after the employee gives birth.
* The day after any day on which the employee is absent for a pregnancy-related reason in the four weeks before the expected week of childbirth.

If the employee gives birth before her maternity leave was due to start, she must notify her line manager in writing of the date of the birth as soon as reasonably practicable.

**Ordinary Maternity Leave**

During the period of ordinary maternity leave, the employee’s contract of employment continues, and she is entitled to receive all her contractual benefits, except for salary. Any benefits in kind will continue and contractual annual leave entitlement will continue to accrue. The employee will be advised before starting ordinary maternity leave of whether she has any outstanding holiday entitlement. The Organisation may require the employee to take any outstanding holiday before commencing maternity leave or agree (in conjunction with the manager) that the employee should carry the leave over and take it on return to work after maternity leave. If the employee decides not to return to work following maternity leave, she will be paid for any holiday entitlement accrued. Equally, should the employee not return to work and has taken more holiday than she has accrued, she will be required to repay the equivalent of the excess holiday taken.

**Additional Maternity Leave**

During the period of additional maternity leave, the employee’s contract of employment continues in force, and she is entitled to receive all her contractual benefits, except for salary. Any benefits in kind will continue and contractual annual leave entitlement will continue to accrue.

**Statutory Maternity Pay (SMP)**

Statutory maternity pay is payable for up to 39 weeks during maternity leave. An employee is entitled to SMP if:

* She has been continuously employed by the Organisation for at least 26 weeks at the end of the qualifying week and she is still employed during that week.
* Her average weekly earnings in the period between the last normal pay day, before the Saturday at the end of the qualifying week and the last normal pay day at least eight weeks before that date, are not less than the lower earnings limit for national insurance.
* She is still pregnant 11 weeks before the start of the expected week of childbirth (or has already given birth).
* She provides a MAT B1 form stating her expected week of childbirth.
* She gives proper notification of her pregnancy in accordance with the rules set out above.

For the first six weeks, SMP is paid at the higher rate, which is equivalent to 90% of the employee’s average weekly earnings calculated over a specified period.

The standard rate of SMP is paid for the remaining 33 weeks (or less if the employee returns to work sooner). This is paid at a rate set by the Government for the relevant tax year, or 90% of the employee’s average weekly earnings if this is lower than the Government’s set weekly rate.

If an employee becomes eligible for a pay rise between the start of the original calculation period and the end of her maternity leave (whether ordinary or additional leave), the higher or standard rate of SMP will be recalculated to take account of the pay rise, regardless of whether SMP has already been paid.

Statutory maternity pay is treated as earnings and is therefore subject to PAYE and national insurance deductions. Employees who are not entitled to SMP may be entitled to receive maternity allowance, payable by the Government.

**Contact During Maternity Leave**

Shortly before an employee’s maternity leave starts, the manager will discuss the arrangements for her to keep in touch during her leave, should she wish to do so. The Organisation reserves the right in any event to maintain reasonable contact with the employee from time to time during her maternity leave. This may be to discuss changes within the organisation e.g., restructure, the employee’s plans for return to work, to discuss any special arrangements to be made or training to be given to ease her return to work or simply to update her on developments at work during her absence.

**Keeping-In-Touch Days**

Except during the first two weeks after childbirth, an employee can agree to work or to attend training for up to 10 days during either ordinary maternity leave or additional maternity leave, without that work bringing the period of her maternity to an end and without a loss of a week’s SMP. These are known as “keeping-in-touch” days. Any work carried out on a day shall constitute a day’s work for these purposes.

The Organisation has no right to require the employee to carry out any work, and the employee has no right to undertake any work, during her maternity leave. Any work taken, including the amount of salary paid for any work done on keeping-in-touch days, will be in line with normal contractual arrangements. Any keeping-in-touch days worked do not extend the period of maternity leave. Once the keeping-in-touch days have been used up, the employee will lose a week’s SMP for any week in which she agrees to work for the Organisation.

**Returning to Work**

The employee will have been formally advised in writing of the date on which she is expected to return to work if she takes her full 52-week entitlement to maternity leave. The employee is expected to return on this date unless she notifies the Organisation otherwise. If she is unable to attend work at the end of her maternity leave due to sickness or injury, the Organisation’s normal arrangements for sickness absence will apply. In any other case, late return without prior authorisation will be treated as unauthorised absence.

While the employee is under no obligation to do so, it will assist the Organisation if she confirms as soon as convenient during her maternity leave that she will be returning to work as expected. If the employee wishes to return to work earlier than the expected return date, she must give the Organisation at least eight weeks’ notice of her date of early return, preferably in writing. If she fails to do so, the Organisation may postpone her return to such a date as will give the Organisation eight weeks’ notice, provided that this is not later than the expected return date.

If the employee decides not to return to work after maternity leave, she must give notice of resignation as soon as possible and in accordance with the terms of her contract of employment. If the notice period would expire after maternity leave has ended, the Organisation may require the employee to return to work for the remainder of the notice period.

**Transfer of Maternity Leave**

If an employee proposes to return to work early without using her full 52-week entitlement to maternity leave by giving proper notification of an early return in accordance with the rules set above, she may be eligible to transfer up to 26 weeks of her outstanding maternity leave (and outstanding SMP) to her spouse, civil partner or partner, or the father of her child, to be taken as additional paternity leave (and additional statutory paternity pay) on her return to work.

The earliest that additional paternity leave may commence is 20 weeks after the date on which the employee's child is born and it must end no later than 12 months after the date of birth. The minimum period of additional paternity leave is two consecutive weeks, and the maximum period is 26 weeks. The employee must therefore have at least two weeks of her maternity leave that remains unexpired.

Further details should be obtained from the employee's spouse's or partner's employer. If the employee does wish to transfer part of her maternity leave entitlement in this way, she will be required to submit a written and signed declaration form to that employer, who may also make additional enquiries of the Organisation to verify its employee's entitlement to additional paternity leave and pay.

**Rights On and After Returning to Work**

On resuming work after ordinary maternity leave, the employee is entitled to return to the same job as she occupied before commencing maternity leave, on the same terms and conditions of employment as if she had not been absent. On resuming work after additional maternity leave, again she is entitled to return to the same job as she occupied before commencing maternity leave on the same terms and conditions of employment as if she had not been absent. However, if it is not reasonably practicable for the Organisation to allow the employee to return to the same job, the Organisation may offer the employee suitable alternative work, on terms and conditions that are no less favourable than would have applied if she had not been absent.

An employee who worked full-time prior to maternity leave has no automatic right to return to work on a part-time basis or to make other changes to her working patterns. However, all requests for part-time work or other flexible working arrangements will be considered in line with the operational requirements of the Organisation. If an employee would like this option to be considered, she should write to her manager setting out her proposals as soon as possible in advance of her return date, so that there is adequate time for full consideration of the request. Please refer to the Flexible Working Policy. The Organisation will make every attempt to provide suitable rest and storage facilities for employees who are breastfeeding, and a risk assessment will be carried out.

**Exceptional Circumstances**

An employee who experiences a miscarriage in the first 24 weeks of pregnancy is not entitled to maternity leave and pay. If an employee gives birth to a stillborn child after 24 weeks of pregnancy, their entitlement to maternity leave and pay are unaffected. In circumstances where a baby dies at, or shortly after birth, maternity leave and pay are unaffected.

**Miscellaneous**

Pregnant employees have the right not to be dismissed because they are pregnant. However, where an employee’s pregnancy means that she is unable to do her job adequately, where it is unlawful for a pregnant woman to do a particular job, or where a health and safety risk to herself or her baby has been identified but cannot be eliminated, the Organisation will make every effort to make reasonable adjustments or suitable alternative work. If this is not possible, the Organisation may have to suspend the employee on full pay. The Organisation also reserves the right to require the employee to be examined by a doctor or Occupational Health consultant where it is felt that her health, or that of her baby, may be suffering as a result of her continuing to work.

## ADOPTION POLICY

**Statement of Intent**

This policy sets out the statutory rights and responsibilities of employees who are seeking to adopt a child under 18. In the case of a couple adopting, only one is entitled to adoption leave.

**Time Off for Antenatal Care: Surrogacy Arrangements**

This would apply in surrogacy arrangements. Once an employee has advised the Organisation that they have made a surrogacy arrangement, they will be entitled to take reasonable paid time off work to attend antenatal appointments. The employee should endeavour to give their manager as much notice as possible of antenatal appointments and, wherever possible, try to arrange them as near to the start or end of the working day as possible.

**Qualifying for Adoption Leave**

To qualify for Adoption Leave, the employee must:

* Be newly matched with a child for adoption by an approved adoption agency.
* Have notified the agency that they agree that the child should be placed with them, and that the employee agrees to the date of placement.
* Have notified their line manager of their adoption arrangements within 7 days of either of them being matched with a child for adoption, or of their adoption placement being confirmed if the employee is fostering a child permanently and becoming their legal parent.

Only one period of adoption leave is available irrespective of whether more than one child is placed for adoption as part of the same arrangement.

**Adoption Leave Entitlement**

The employee is entitled to a 26-week period of Ordinary Adoption Leave, irrespective of their length of service or the number of hours they work each week. They are also entitled to take Additional Adoption Leave of a further 26 weeks commencing immediately after Ordinary Adoption Leave (52 weeks in total). Adoption leave can commence from either:

* The actual date of the child’s placement (whether this is earlier or later than the Expected Date of Placement (EDP).
* A fixed date which can be up to 14 days before the EDP.

**Notification Requirements**

In order to qualify for adoption leave, the employee must comply with the following notification requirements. Unless it is not reasonably practicable to do so, no later than 7 days after the date on which the employee is notified of having been matched with a child for the purposes of adoption, they must notify their manager of:

* The fact that they intend to take adoption leave in respect of a child.
* The expected date of placement.
* The date on which they would like for their adoption leave period to start. For this, the employee is required to give 28 days’ notice.

The above notification must be in writing. Unless it is not reasonably practicable to do so, at the same time as the employee provides the information above, they must also provide the Organisation with a matching certificate or other document from the adoption agency which sets out:

* The name and address of the adoption agency.
* The name and date of birth of the child the employee is adopting.
* The date on which the employee has been notified that they have been matched with the child.
* The expected date of placement.

After receiving notification from the employee to take adoption leave, the Organisation will respond in writing, within 28 days, to confirm receipt of the notification and to inform the employee of the date upon which the Organisation believes their adoption leave is due to end. If, after giving their notification in accordance with the above rules, the employee changes their mind as to the start date of their adoption leave, they may change the start date providing they notify their line manager in writing of the new start date no later than:

* If the variation is to enable their adoption leave to commence on the actual date of placement, at least 28 days before the EDP as specified in their original notification.
* If the variation is to enable their adoption leave to commence on a different date, at least 28 days before that date.

If the employee notifies the Organisation of a change to the start date of their adoption leave period, the Organisation will respond, within 28 days of receipt, to confirm receipt and to inform the employee of the revised date upon which the Organisation believes their adoption leave is due to end.vIf the employee has chosen the actual date of placement as the commencement of their adoption leave, but are in work on the date placement occurs, their adoption leave will in fact begin on the day after that date.

**Ordinary Adoption Leave (OAL)**

During the period of ordinary adoption leave, the employee’s contract of employment continues, and they are entitled to receive all their contractual benefits, except for salary. Any benefits in kind will continue and contractual annual leave entitlement will continue to accrue. The employee will be advised before starting ordinary adoption leave of whether they have any outstanding holiday entitlement.

The Organisation may require the employee to take any outstanding holiday before commencing adoption leave or agree (in conjunction with the manager) that the employee should carry the leave over and take it on return to work after adoption leave. If the employee decides not to return to work following adoption leave, they will be paid for any holiday entitlement accrued. Equally, should the employee not return to work and has taken more holiday than they have accrued, they will be required to repay the equivalent of the excess holiday taken.

**Additional Adoption Leave**

During the period of additional adoption leave, the employee’s contract of employment continues in force, and they are entitled to receive all their contractual benefits, except for salary. Any benefits in kind will continue and contractual annual leave entitlement will continue to accrue.

**Statutory Adoption Pay (SAP)**

Statutory adoption pay is payable for up to 39 weeks during adoption leave. An employee is entitled to SAP if:

* The employee is a person with whom a child aged 18 or less is, or is expected to be, placed for adoption under UK law.
* They have been continuously employed by the Organisation for at least 26 weeks at the week in which they are informed that they have been matched with a child.
* They have average weekly earnings in the eight weeks up to and including the week in which they are informed that they have been matched with a child which are not less than the NI lower earnings limit applicable for the payment of NI contributions.
* They have notified the Organisation of when they expect the liability to pay SAP to begin (i.e., the start of their OAL) at least 28 days beforehand. Where this is not reasonably practicable, notification must be given as soon as is practicable.
* They have provided the Organisation with a matching certificate or other document from the adoption agency as evidence of their intention to adopt or fostering to adopt.

For the first six weeks, SAP is paid at the higher rate, which is equivalent to 90% of the employee’s average weekly earnings calculated over a specified period. For the purpose of calculating average weekly earnings, shift allowances and overtime payments, are all included. The standard rate of SAP is paid for the remaining 33 weeks (or less if the employee returns to work sooner). This is paid at a rate set by the Government for the relevant tax year, or 90% of the employee’s average weekly earnings if this is lower than the Government’s set weekly rate.

If an employee becomes eligible for a pay rise between the start of the original calculation period and the end of their adoption leave (whether ordinary or additional leave), the higher or standard rate of SAP will be recalculated to take account of the pay rise, regardless of whether SAP has already been paid. Statutory adoption pay is treated as earnings and is therefore subject to PAYE and national insurance deductions.

**Keeping-In-Touch Days**

The employee can agree to work or to attend training for up to 10 days during either ordinary adoption leave or additional adoption leave, without that work bringing the period of their adoption to an end and without a loss of a week’s SAP. These are known as “keeping-in-touch” days. Any work carried out on a day shall constitute a day’s work for these purposes. The Organisation has no right to require the employee to carry out any work, and the employee has no right to undertake any work, during their adoption leave. Any work taken, including the amount of salary paid for any work done on keeping-in-touch days, will be in line with normal contractual arrangements. Any keeping-in-touch days worked do not extend the period of adoption leave. Once the keeping-in-touch days have been used up, the employee will lose a week’s SAP for any week in which they agree to work for the Organisation.

**Returning to Work**

The employee will have been formally advised in writing of the date on which they are expected to return to work if they take the full 52-week entitlement to adoption leave. The employee is expected to return on this date unless they notify the Organisation otherwise. If they are unable to attend work at the end of their adoption leave due to sickness or injury, the Organisation’s normal arrangements for sickness absence will apply. In any other case, late return without prior authorisation will be treated as unauthorised absence.

While the employee is under no obligation to do so, they will assist the Organisation if they confirm as soon as convenient during their adoption leave that they will be returning to work as expected. If the employee wishes to return to work earlier than the expected return date, they must give the Organisation at least eight weeks’ notice of their date of early return, preferably in writing. If the employee fails to do so, the Organisation may postpone their return to such a date as will give the Organisation eight weeks’ notice, provided that this is not later than the expected return date. If the employee decides not to return to work after adoption leave, they must give notice of resignation as soon as possible and in accordance with the terms of their contract of employment. If the notice period would expire after their adoption leave has ended, the Organisation may require the employee to return to work for the remainder of the notice period.

**Rights On and After Returning to Work**

On resuming work after adoption leave, the employee is entitled to return to the same job as they occupied before commencing adoption leave, on the same terms and conditions of employment. However, if it is not reasonably practicable for the Organisation to allow the employee to return to the same job, the Organisation may offer the employee suitable alternative work, on terms and conditions that are no less favourable than would have applied if they had not been absent.

An employee who has worked full-time prior to adoption leave has no automatic right to return to work on a part-time basis or to make other changes to their working patterns. However, all requests for part-time work or other flexible working arrangements will be considered in line with the operational requirements of the Organisation. If an employee would like this option to be considered, they must write to their line manager setting out their proposals as soon as possible in advance of their return date, so that there is adequate time for full consideration of the request.

## PATERNITY LEAVE POLICY

**Statement of Intent**

This policy sets out the statutory rights and responsibilities of employees whose wife, civil partner or partner gives birth to a child and gives details of the arrangements for paternity leave and pay. Paternity leave is also available to adoptive parents where a child is matched or newly placed with them for adoption. Either the adoptive father or the adoptive mother may take paternity leave where the other adoptive parent has elected to take adoption leave. Paternity leave will not count towards Parental Leave.

**Ordinary Paternity Leave**

In order to be eligible for paternity leave an employee must satisfy the following criteria:

* The employee must be the father of the child or married to, the civil partner or the partner of the child's mother, married to, the civil partner or the partner of the child's adopter, or one of a couple jointly adopting a child, and expect to have responsibility for the upbringing of the child and be making the request to help care for the child or to support the child’s mother.
* Have 26 weeks' service at the 15th week before the baby is due to be born, or in respect of an adopted child, the week in which the child's adopter was notified of having been matched with a child.

The employee may be asked to produce evidence of entitlement to paternity leave by signing a self-certification form declaring that he or she meets the statutory eligibility criteria. Paternity leave is granted in addition to an employee's normal holiday entitlement. Paternity leave must be taken in a single block of one or two weeks within eight weeks of the birth or adoption of the child. If the child is born early, it must be taken from the time of birth but within eight weeks of the expected date of childbirth.

Ordinary paternity leave can start either from the date the child is born or placed for adoption or from a chosen number of days or weeks after that date. To qualify for paternity leave, the employee must have, or expect to have, responsibility for the child's upbringing. Thus, paternity leave is not available to biological fathers who are not likely to have parental responsibility for their child.

**Notification – Ordinary Paternity Leave: Birth of A Child**

Where an employee wishes to request paternity leave in respect of the birth of a child, he or she must give the following information in writing no later than 15 weeks before the expected week of childbirth:

* The expected week of the child's birth.
* Whether they intend to take one or two weeks' leave.
* The date on which they want paternity leave to start.

The employee may change the date on which they want their paternity leave to start providing they notify the Organisation of the change at least 28 days before leave was due to start. If an employee has chosen to start paternity leave on a pre-determined date, and the child is not born on or before that date, the employee must change their choice of date and notify the Organisation of the change as soon as possible.

In all cases, the employee must notify the Organisation as soon as possible after the child's birth, of the date on which the child was born. If the employee has elected to start paternity leave on the date the child is born and they are at work on that date, leave will start the following day.

**Notification – Ordinary Paternity Leave: Adoption**

In the case of an adopted child, the employee must give written notice of their intention to take paternity leave no later than seven days after the date on which notification of the match with the child was given by the adoption agency.

The notice must specify the following:

* The date the child is expected to be placed for adoption.
* The date the employee intends to start paternity leave.
* The length of the intended paternity leave period.
* The date on which the adopter was notified of having been matched with the child.

The employee may change the date on which they want their paternity leave to start providing they notify the Organisation of the change at least 28 days before leave was due to start.

**Ordinary Statutory Paternity Pay**

Statutory Paternity Pay is paid for a maximum of 2 weeks. It is paid at a flat rate laid down by statute or 90% of average weekly earnings if this is less. To qualify for paternity pay, employees must have average earning at or above the lower earnings limit for the payment of National Insurance contributions.

An employee's average weekly earnings are calculated by taking his average earning over the 8 weeks immediately leading up to the notification week (i.e., 15 weeks before the expected week of childbirth, or the date of placement of the child).

Statutory Paternity Pay will begin at the same time as an employee's paternity leave commences and will be paid on the same date that salary would have been paid and will be subject to deductions for tax, National Insurance, and any pension contributions in the usual way.

**Additional Paternity Leave**

Eligible employees may take up to 26 weeks’ additional paternity leave within the first year of their child’s life, provided that the mother has returned to work before using her full entitlement to maternity leave. Additional paternity leave is also available to adoptive parents within the first year after the child’s placement for adoption, provided that the child’s adopter who elected to take adoption leave (the “primary adopter”) had returned to work before using their full entitlement to adoption leave. The earliest that additional paternity leave can commence is 20 weeks after the date on which the child is born, or 20 weeks after the date of placement of the child for adoption, and it must end no later than 12 months after that date. Additional paternity leave must be taken as a single block in multiples of complete weeks. The minimum period is two consecutive weeks, and the maximum period is 26 weeks.

During the period of additional paternity leave, the employee’s contract of employment continues in force, and they are entitled to receive all their contractual benefits, except for salary. In particular, any benefits in kind will continue and contractual annual leave entitlement will continue to accrue. Salary may be replaced by statutory paternity pay for some of the additional paternity leave period if the employee is eligible. The remaining period of additional paternity leave is unpaid. Employees are encouraged to take any outstanding annual leave due to them before the commencement of additional paternity leave. Employees are reminded that holiday must be taken in the year that it is earned and therefore if the holiday year is due to end during additional paternity leave, the employee should take their outstanding entitlement before starting their additional paternity leave.

**Eligibility for Additional Paternity Leave**

In order to be eligible for additional paternity leave, an employee must satisfy each of the following criteria:

* They must be the father of the child or married to, the civil partner of, or the partner of, the child’s mother, married to, the civil partner of, or the partner of the primary adopter, and, in the case of a birth child, expect to have the main responsibility for the upbringing of the child (apart from the mother’s responsibility). In case of adoption, they must have been matched with the child for adoption. In both cases they must be taking the leave to care for the child.
* They must have a minimum of 26 weeks’ service, as at the end of the 15th week before the week in which the child is due to be born or, in respect of an adopted child, as at the end of the 15th week before the week in which they were notified of having been matched with a child.
* They must remain in continuous employment until the week before the first week of additional paternity leave.
* The mother of the child must be entitled to one or more of maternity leave, statutory maternity pay or maternity allowance. In the case of adoption, the primary adopter must be entitled to one or both of the adoption leave, or statutory adoption pay. The mother or primary adopter must have returned to work and forfeited a portion of their maternity or adoption leave.

**Notification of Additional Paternity Leave**

Where an employee wishes to request additional paternity leave and pay, they must give their line manager eight weeks’ written notice of the date on which they wish to take the leave and, if applicable, additional statutory paternity pay to commence. The request must be in writing and specify, in the case of a birth child, the date on which the child was expected to be born and the actual date of birth or, in the case of an adopted child, the date on which the employee was notified of having been matched with the child and the date of placement for adoption. In both cases, the notice must also specify the employee’s name and intended start and end date of additional paternity leave and statutory paternity pay.

The employee must also submit a written and signed self-certification form not less than eight weeks before the proposed start date of additional paternity leave and pay stating that the purpose of the additional paternity leave/statutory paternity pay period is to care for the child and that they satisfy the relationship eligibility conditions for additional paternity leave and pay. At the same time, the mother or primary adopter must submit a written and signed declaration form stating:

* Their name, address, and national insurance number
* The date that they intend to return to work
* That they have given notice to their employer of returning to work
* That they are entitled to statutory maternity pay, maternity allowance or statutory adoption pay
* The start date of their maternity or adoption pay period
* Confirmation that they satisfy the relationship eligibility conditions
* That they consent to the Organisation processing the information contained in the declaration form; and
* That the employee is, to their knowledge, the sole applicant for additional statutory paternity pay and, in the case of a birth child, also that the employee is, to their knowledge, the only person exercising the entitlement to additional paternity leave in respect of the child.

On the Organisation’s request, the employee must produce the name and business address of the mother’s or primary adopter’s employer and a copy of the child’s birth certificate or, in the case of an adopted child, evidence of the name and address of the adoption agency, the date on which they were notified of having been matched with the child and the date on which the agency expects to place the child for adoption. The employee must supply this information within 28 days of it being requested.

The employee is permitted to bring forward their additional paternity leave start date, provided that they advise the Organisation in writing at least six weeks before the new start date or, if that is not possible, as soon as reasonably practicable. The employee may also postpone their additional paternity leave start date, or cancel their additional leave altogether, provided they advise the Organisation in writing at least six weeks before the original proposed start date or, if that is not possible, as soon as reasonably practicable. The Organisation will formally respond in writing to the employee’s notification of their additional paternity leave plans within 28 days, confirming the relevant start and end dates of additional paternity leave and pay.

**Additional Statutory Paternity Pay**

Additional statutory maternity pay may be payable during some of the additional paternity leave. An employee is entitled to additional statutory paternity pay if:

* They are the father of the child or married to, the civil partner of, or the partner of, the child’s mother, married to , the civil partner of, or the partner of, the child’s primary adopter, and, in the case of a birth child, expects to have the main responsibility for the upbringing of the child (apart from the mother’s responsibility) or, in the case of adoption, has been matched with the child for adoption, and in either case intends to care for the child during the additional statutory paternity pay period.
* They have a minimum of 26 weeks' service, as at the end of the 15th week before the week in which the child is due to be born or, in respect of an adopted child, as at the end of the 15th week before the week in which they were notified of having been matched with the child.
* They remain in continuous employment until the week before the additional statutory paternity pay period begins.
* Their average weekly earnings for the period of eight weeks ending with the relevant week are not less than the lower earnings limit for national insurance contributions.
* The mother is entitled to statutory maternity pay or maternity allowance or, in the case of adoption, the primary adopter is entitled to statutory adoption pay, and the mother or primary adopter has returned to work before their full entitlement to statutory maternity pay/maternity allowance/statutory adoption pay has been exhausted.
* The mother or primary adopter has at least two weeks of their maternity or adoption pay period that remains unexpired.
* They give proper notification in accordance with the rules set out above.

Any statutory paternity pay due during additional paternity leave will be paid at a flat rate laid down by statute or 90% of average weekly earnings if this is less. Statutory paternity pay is payable whether or not the employee intends to return to work after their additional paternity leave.

**Contact During Additional Paternity Leave**

Shortly before an employee's additional paternity leave starts, the Organisation will discuss the arrangements for them to keep in touch during their leave, should they wish to do so. The Organisation reserves the right in any event to maintain reasonable contact with the employee from time to time during their additional paternity leave. This may be to discuss the employee's plans for return to work, to discuss any special arrangements to be made or training to be given to ease their return to work or simply to update them on developments at work during their absence.

**Keeping in Touch Days During Additional Paternity Leave**

An employee can agree to work for the Organisation (or to attend training) for up to 10 days during additional paternity leave without that work bringing the period of their additional paternity leave and pay to an end. These are known as "keeping-in-touch" days. Any work carried out on a day shall constitute a day's work for these purposes.

The Organisation has no right to require the employee to carry out any work, and the employee has no right to undertake any work, during their additional paternity leave. Any work undertaken, including the amount of salary paid for any work done on keeping-in-touch days, is entirely a matter for agreement between the Organisation and the employee. Any keeping-in-touch days worked do not extend the period of additional paternity leave. Once the keeping-in-touch days have been used up, the employee will lose any further entitlement to statutory paternity pay for any week in which they agree to work for the Organisation. It may also bring the additional paternity leave period to an end.

**Returning to Work After Additional Paternity Leave**

The Organisation will formally advise the employee, in writing, of the end date of their additional paternity leave. The employee is expected to return on the next working day after this date unless they notify the Organisation otherwise. If they are unable to attend work at the end of additional paternity leave due to sickness or injury, the Organisation’s normal arrangements for sickness absence will apply. In any other case, late return without prior authorisation will be treated as unauthorised absence.

If the employee wishes to return to work earlier than the expected return date, they must give the Organisation at least six weeks' notice of their date of early return, preferably in writing. If they fail to do so, the Organisation may postpone their return to such a date as will give the Organisation six weeks' notice, provided that this is not later than the expected return date. If the employee decides not to return to work after additional paternity leave, they must give notice of resignation as soon as possible and in accordance with the terms of their contract of employment. If the notice period would expire after additional paternity leave has ended, the Organisation may require the employee to work for the remainder of the notice period.

**Rights On and After Return to Work**

On resuming work after both ordinary and additional paternity leave (in the latter case where it was an isolated period of leave or taken with certain other types of statutory leave), the employee is entitled to return to the same job as they occupied before commencing paternity leave on the same terms and conditions of employment as if they had not been absent.

**Adoptions From Overseas**

If an employee has adopted a child from overseas, they may still be entitled to additional adoption leave provided again that the primary adopter has returned to work before using their full entitlement to adoption leave. Special rules apply in these circumstances. For further information please contact your line manager.

* 1. PARENTAL LEAVE POLICY

**Statement of Intent**

The right to parental leave is a statutory right, introduced by the Employment Relations Act 1999 and the Maternity and Parental Leave Regulations 1999. The right is to 18 weeks unpaid leave for the purpose of caring for a child.

**Definitions**

An employee is entitled to up to 18 weeks' unpaid parental leave per child if they meet one of the following conditions:

* They are the parent of a child who is under 18 years of age.
* They have adopted a child under the age of 18.
* They have acquired formal parental responsibility for a child who is under the age of 18.

The limit on how much parental leave each parent can take in a year is 4 weeks for each child (unless the employer agrees otherwise). The employee must take parental leave as whole weeks (e.g., 1 week or 2 weeks) rather than individual days, unless the employer agrees otherwise or if the employee’s child is disabled. The employee does not have to take all the leave at once. A ‘week’ equals the length of time an employee normally works over 7 days. To qualify for parental leave, employees must have completed at least one year's continuous service with the Organisation.

**Rights During Parental Leave**

Qualifying employees will be entitled to a maximum of 18 weeks' unpaid parental leave. During parental leave the employee will remain employed although pay will be suspended. The right to accrue holiday entitlement will remain in place. Other terms and conditions relating to notice periods, redundancy and disciplinary and grievance procedures will also be protected.

Employees may not take more than four weeks' unpaid leave in respect of any individual child in any year. For these purposes, a year is the period of 12 months beginning when the employee first becomes entitled to parental leave in respect of the child in question, and each successive period of 12 months beginning on the anniversary of that date.

**Conditions of Leave**

Where the employee is the father of the child in respect of whom the leave is to be taken and he requests parental leave to begin when his child is born, his notice must specify the expected week of childbirth and the duration of the period of leave. The employee must give this notice at least 21 calendar days before the expected week of childbirth.

Where the parental leave is in respect of an adopted child and is to begin on the date of the placement, the employee's notice must be given to the Organisation at least 21 calendar days before the beginning of the week in which the child is to be placed for adoption, or as soon as is reasonably practicable thereafter. It must specify the week in which the placement is expected to occur and the duration of the period of parental leave requested.

**Evidence**

On applying for parental leave, the member of staff must produce a copy of the child’s birth certificate or where the employee is exercising a right in relation to a disabled child, details of the child’s entitlement to Disability Living Allowance. If this does not show proof of parental responsibility the member of staff may also be required to produce further evidence, for example, adoption papers.

**Notice Period**

A member of staff is required to give their Line Manager at least 21 days’ notice, in writing, of taking parental leave. This notification must include the dates when the leave is to begin and end. If a member of staff wishes to take leave immediately after the birth of a child/placement of an adopted child, he or she should give 21 days’ notice before the expected week of childbirth/placement.

The employee must give proper notice of the period of leave that they propose to take. This notice must be given to the Organisation at least 21 days before the date on which leave is to start and must specify the dates on which the period of leave is to begin and end.

**Taking Parental Leave**

Parental leave must be taken in blocks of at least one week (except in relation to a child who is disabled). A week is a member of staff’s normal working week. Therefore, even if, for example, a member of staff’s working week is 5 days, one day taken as parental leave will count as a week of their entitlement. Where a member of staff is normally required under their Contract of Employment to work at varying times in a week or a longer period or to work in some weeks and not others, a week is the total of those periods in a year divided by 52.

A maximum of 4 weeks parental leave may be taken in one year.

Parents of disabled children can take their leave in blocks and multiples of one day rather than one week.

**Postponement of Parental Leave**

Parental leave can be postponed in consultation with the employees’ line manager in the following circumstances:

* Where more time is needed to make arrangements for covering the member of staff’s work.
* Where there is a peak in the relevant Departmental/Organisation workload.
* Where the particular member of staff’s skills are needed at a particular time and the work cannot easily be covered.

Leave should be postponed for no longer than necessary and in any event no more than 6 months after the commencement of the period originally requested. Notice of postponement will be given to the employee in writing giving the reason for the postponement and the suggested dates for taking the leave. Leave cannot be postponed if the leave is to be taken upon the birth of a child or upon the placement of a child for adoption.

**Return to Work**

On return to work the member of staff who has taken less than 4 consecutive weeks parental leave (and did not follow on immediately from a period of additional maternity or adoption leave) will be guaranteed return to the same post. If the parental leave was more than 4 weeks every effort will be made for the member of staff to return to the same post. If not, the post offered will be similar to the one which the member of staff held before the start of the leave.

## SHARED PARENTAL LEAVE POLICY

**Scope**

This policy sets out the rights of employees to shared parental leave and pay. Shared Parental Leave (SPL) enables eligible parents to choose how to share the care of their child during the first year of birth or adoption. Its purpose is to give parents more flexibility in considering how to best care for their child. SPL enables mothers to commit to ending their maternity leave and pay at a future date, and to share the untaken balance of leave and pay as Shared Parental Leave and pay at a later date.

Shared Parental Leave should not be confused with ordinary Parental Leave, which is unaffected by Shared Parental Leave. Ordinary Parental Leave is the entitlement of up to 18 weeks’ unpaid leave and is covered in the Parental Leave Policy.

**Definitions**

SPL can only be used by two people:

* The mother or primary adopter.
* One of the following:
	+ The father of the child (in the case of birth).
	+ The spouse, civil partner, or partner of the child's mother/adopter. This includes someone, of either sex, who lives with the mother and the child in an enduring family relationship.

Both parents must share the main responsibility for the care of the child at the time of the birth/placement for adoption.

**Qualifying for Shared Parental Leave**

An employee seeking to take SPL must satisfy each of the following criteria:

* The mother/adopter of the child must be/have been entitled to Statutory Maternity/Adoption Leave or, if not entitled to Statutory Maternity/Adoption Leave, they must be/have been entitled to Statutory Maternity/Adoption Pay or Maternity Allowance and must have ended or given notice to reduce any maternity/adoption entitlements.
* The employee must still be working for the Organisation at the start of each period of SPL.
* The employee must pass the ‘continuity test’ requiring them to have a minimum of 26 weeks' service at the end of the 15th week before the child’s expected due date/matching date.
* The employee’s partner must meet the ‘employment and earnings test’ requiring them in the 66 weeks leading up to the child’s expected due date/matching date have worked for at least 26 weeks and earned an average weekly salary of at least the Maternity Allowance threshold in any 18 of those weeks.
* The employee must correctly notify the Organisation of their entitlement and provide evidence as required.

**Shared Parental Leave Entitlement**

Eligible employees may be entitled to take up to 50 weeks SPL during the child’s first year in their family. The number of weeks available is calculated using the mother’s/adopter’s entitlement to maternity/adoption leave, which allows them to take up to 52 weeks’ leave. If they reduce their maternity/adoption leave entitlement, then they and/or their partner may opt-in to the SPL system and take any remaining weeks as SPL.

A mother/adopter may reduce their entitlement to maternity/adoption leave by returning to work before the full entitlement of 52 weeks has been taken, or they may give notice to curtail their leave at a specified future date. If the mother/adopter is not entitled to maternity/adoption leave but is entitled to Statutory Maternity Pay (SMP), Statutory Adoption Pay (SAP) or Maternity Allowance (MA), they must reduce their entitlement to less than the 39 weeks. If they do this, their partner may be entitled to up to 50 weeks of SPL. This is calculated by deducting from 52 the number of weeks of SMP, SAP or MA taken by the mother/adopter.

SPL can commence as follows:

* The mother can take SPL after she has taken the legally required two weeks of maternity leave immediately following the birth of the child
* The adopter can take SPL after taking at least two weeks of adoption leave
* The father/partner/spouse can take SPL immediately following the birth/placement of the child but may first choose to exhaust any paternity leave entitlements (as the father/partner cannot take paternity leave or pay once they have taken any SPL or ShPP).

Where a mother/adopter gives notice to curtail their maternity/adoption entitlement then the mother/adopter’s partner can take leave while the mother/adopter is still using their maternity/adoption entitlements. SPL will generally commence on the employee's chosen start date specified in their leave booking notice, or in any subsequent variation notice (see "Booking Shared Parental Leave" and "Variations to arranged Shared Parental Leave" below).

If the employee is eligible to receive it, Shared Parental Pay (ShPP) may be paid for some, or all, of the SPL period (see "Shared Parental Pay" below). SPL must end no later than one year after the birth/placement of the child. Any SPL not taken by the first birthday or first anniversary of placement for adoption is lost. Shared parental leave must be taken in blocks of at least one week. The employee can request to take shared parental leave in one continuous block, or as a number of discontinuous blocks of leave. A maximum of three requests for leave can be made.

**Notification Requirements**

An employee entitled and intending to take SPL must give their line manager notification of their entitlement and intention to take SPL, at least eight weeks before they can take any period of SPL. Part of the eligibility criteria requires the employee to provide the Organisation with correct notification. Notification must be in writing and requires each of the following:

* The name of the employee.
* The name of the other parent.
* The start and end dates of any maternity/adoption leave or pay, or Maternity Allowance, taken in respect of the child and the total amount of SPL available.
* The date on which the child is expected to be born and the actual date of birth or, in the case of an adopted child, the date on which the employee was notified of having been matched with the child and the date of placement for adoption.
* The amount of SPL the employee and their partner each intend to take.
* A non-binding indication of when the employee expects to take the leave.

The employee must provide the Organisation with a signed declaration stating:

* That they meet, or will meet, the eligibility conditions and are entitled to take SPL.
* That the information they have given is accurate.
* If they are not the mother/adopter they must confirm that they are either the father of the child or the spouse, civil partner, or partner of the mother/adopter.
* That, should they cease to be eligible, they will immediately inform the Organisation.

The employee must provide the Organisation with a signed declaration from their partner confirming:

* Their name, address, and National Insurance number (or a declaration that they do not have a National Insurance number).
* That they are the mother/adopter of the child, or they are the father of the child or are the spouse, civil partner, or partner of the mother/adopter.
* That they satisfy the ‘employment and earnings test’ (see above) and had at the date of the child’s birth or placement for adoption the main responsibility for the child, along with the employee.
* That they consent to the amount of SPL that the employee intends to take.
* That they consent to the Organisation processing the information contained in the declaration form.
* In the case where the partner is the mother/adopter, that they will immediately inform their partner should they cease to satisfy the eligibility conditions.

An employee considering/taking SPL is encouraged to contact their manager to arrange an informal discussion as early as possible regarding their potential entitlement, to talk about their plans and to enable the Organisation to support the individual. The manager may, upon receiving a notification of entitlement to take SPL, seek to arrange an informal discussion with the employee to talk about their intentions and how they currently expect to use their SPL entitlement. Upon receiving a leave booking notice the manager will usually arrange a meeting to discuss it. At the meeting, the employee may if they wish, be accompanied by a workplace colleague. Where a notice is for a single period of continuous leave, or where a request for discontinuous leave can without further discussion be approved in the terms stated in the employee's notice booking leave, a meeting may not be necessary.

Where a meeting is arranged, it should take place in private and be arranged in advance. If the initial date is problematic, then another date will be arranged if possible. If an alternative date cannot be arranged, then the meeting may be held over the telephone. The purpose of the meeting is to discuss in detail the leave proposed and what will happen while the employee is away from work. Where it is a request for discontinuous leave, the discussion may also focus on how the leave proposal could be agreed, whether a modified arrangement would be agreeable to the employee and the Organisation, and what the outcome may be if no agreement is reached.

**Further Evidence of Eligibility**

The Organisation may, within 14 days of the SPL entitlement notification being given, request:

* The name and business address of the partner’s employer (where the employee’s partner is no longer employed or is self-employed their contact details must be given instead).
* In the case of biological parents, a copy of the child's birth certificate (or, where one has not been issued, a declaration as to the time and place of the birth).
* In the case of an adopted child, documentary evidence of the name and address of the adoption agency, the date on which they were notified of having been matched with the child and the date on which the agency expects to place the child for adoption.
* In order to be entitled to SPL, the employee must produce this information within 14 days of the employer’s request.

**Booking Shared Parental Leave**

In addition to notifying the employer of entitlement to SPL/ShPP, an employee must also give notice to take the leave. In many cases, notice to take leave will be given at the same time as the notice of entitlement to SPL. The employee has the right to submit three notifications specifying leave periods they are intending to take. Each notification may contain either (a) a single period of weeks of leave; or (b) two or more weeks of discontinuous leave, where the employee intends to return to work between periods of leave.

SPL can only be taken in complete weeks but may begin on any day of the week. For example, if a week of SPL began on a Tuesday it would finish on a Monday. Where an employee returns to work between periods of SPL, the next period of SPL can start on any day of the week. The employee must book SPL by giving the correct notification at least eight weeks before the date on which they wish to start the leave and (if applicable) receive ShPP.

**Continuous Leave Notifications**

A notification can be for a period of continuous leave, which means a notification of a number of weeks taken in a single unbroken period of leave (for example, six weeks in a row). An employee has the right to take a continuous block of leave notified in a single notification, so long as it does not exceed the total number of weeks of SPL available to them (specified in the notice of entitlement) and the employer has been given at least eight weeks’ notice. An employee may submit up to three separate notifications for continuous periods of leave.

**Discontinuous Leave Notifications**

A single notification may also contain a request for two or more periods of discontinuous leave, which means asking for a set number of weeks of leave over a period of time, with breaks between the leave where the employee returns to work (for example, an arrangement where an employee will take six weeks of SPL and work every other week for a period of three months).

Where there is concern over accommodating the notification, the Organisation or the employee may seek to arrange a meeting to discuss the notification with a view to agreeing an arrangement that meets both the needs of the employee and the Organisation (see “Discussions regarding Shared Parental Leave” above). The Organisation will consider a discontinuous leave notification but has the right to refuse it. If the leave pattern is refused, the employee can either withdraw it within 15 days of giving it or can take the leave in a single continuous block.

**Responding to a Shared Parental Leave Notification**

Once the manager receives the leave booking notice, it will be dealt with as soon as possible, but a response will be provided no later than the 14th day after the leave request was made. All notices for continuous leave will be confirmed in writing. All requests for discontinuous leave will be carefully considered, weighing up the potential benefits to the employee and to the Organisation against any adverse impact to the business.

Each request for discontinuous leave will be considered on a case-by-case basis. Agreeing to one request will not set a precedent or create the right for another employee to be granted a similar pattern of SPL. The employee will be informed in writing of the decision as soon as is reasonably practicable, but no later than the 14th day after the leave notification was made. The request may be granted in full or in part: for example, the Organisation may propose a modified version of the request.

If a discontinuous leave pattern is refused, then the employee may withdraw the request without detriment on or before the 15th day after the notification was given; or may take the total number of weeks in the notice in a single continuous block. If the employee chooses to take the leave in a single continuous block, the employee has until the 19th day from the date the original notification was given to choose when they want the leave period to begin. The leave cannot start sooner than eight weeks from the date the original notification was submitted. If the employee does not choose a start date, then the leave will begin on the first leave date requested in the original notification.

**Variations to arranged Shared Parental Leave**

The employee is permitted to vary or cancel an agreed and booked period of SPL, provided that they advise the Organisation in writing at least eight weeks before the date of any variation. Any new start date cannot be sooner than eight weeks from the date of the variation request. Any variation or cancellation notification made by the employee, including notice to return to work early, will usually count as a new notification reducing the employee’s right to book/vary leave by one. However, a change as a result of a child being born early, or as a result of the Organisation requesting it be changed, and the employee being agreeable to the change, will not count as further notification. Any variation will be confirmed in writing by the Organisation.

**Statutory Shared Parental Pay (ShPP)**

Eligible employees may be entitled to take up to 37 weeks ShPP while taking SPL. The number of weeks available will depend on the amount by which the mother/ adopter reduces their maternity/adoption pay period or Maternity Allowance period. ShPP may be payable during some or all of SPL, depending on the length and timing of the leave.

In addition to meeting the eligibility requirements for SPL, an employee seeking to claim ShPP must further satisfy each of the following criteria:

* The mother/adopter must be/have been entitled to Statutory Maternity/Adoption Pay or Maternity Allowance and must have reduced their maternity/adoption pay period or Maternity Allowance period.
* The employee must intend to care for the child during the week in which ShPP is payable.
* The employee must have average weekly earnings for the period of eight weeks leading up to and including the 15th week before the child’s expected due date/matching date of not less than the lower earnings limit in force for National Insurance contributions.
* The employee must remain in continuous employment until the first week since ShPP has begun.
* The employee must give proper notification in accordance with the rules set out below.

Where an employee is entitled to receive ShPP they must, at least eight weeks before receiving any ShPP, give their line manager written notice advising of their entitlement to ShPP. To avoid duplication, if possible, this should be included as part of the notice of entitlement to take SPL. In addition to what must be included in the notice of entitlement to take SPL, any notice that advises of an entitlement for ShPP must include:

* The start and end dates of any maternity/adoption pay or Maternity Allowance.
* The total amount of ShPP available, the amount of ShPP the employee and their partner each intend to claim, and a non-binding indication of when the employee expects to claim ShPP.
* A signed declaration from the employee confirming that the information they have given is correct, that they meet, or will meet, the criteria for ShPP and that they will immediately inform the Organisation should they cease to be eligible.

This must be accompanied by a signed declaration from the employee’s partner confirming:

* Their agreement to the employee claiming ShPP and for the Organisation to process any ShPP payments to the employee.
* In the case where the partner is the mother/ adopter, that they have reduced their maternity/adoption pay or Maternity Allowance.
* In the case where the partner is the mother/ adopter, that they will immediately inform their partner should they cease to satisfy the eligibility conditions.

Any ShPP due will be paid at a rate set by the Government for the relevant tax year.

**Terms During Shared Parental Leave**

During the period of SPL, the employee’s contract of employment continues, and they are entitled to receive all their contractual benefits, except for salary. Any benefits in kind will continue and contractual annual leave entitlement will continue to accrue.

The employee will be advised before starting SPL whether they have any outstanding holiday entitlement. The Organisation may require the employee to take any outstanding holiday before commencing SPL or agree (in conjunction with the line manager) that the employee should carry the leave over and take it on return to work following SPL. If the employee decides not to return to work following SPL, they will be paid for any holiday entitlement accrued. Equally, should the employee not return to work and has taken more holiday than they have accrued, they will be required to repay the equivalent of the excess holiday taken.

**Shared Parental Leave in Touch Days**

An employee can agree to work for the Organisation (or attend training) for up to 20 days during SPL without bringing their period of SPL to an end or impacting on their right to claim ShPP for that week. These are known as "Shared Parental Leave in Touch" or "SPLIT" days. Any work carried out on a day or part of a day shall constitute a day's work for these purposes.

The Organisation has no right to require the employee to carry out any work and is under no obligation to offer the employee any work, during the employee’s SPL. Any work undertaken is a matter for agreement between the Organisation and the employee. An employee taking a SPLIT day will receive full pay for any hours worked. If a SPLIT day occurs during a week when the employee is receiving ShPP, this will be effectively ‘topped up’ so that the individual receives full pay for the hours in question. Any SPLIT days worked do not extend the period of SPL.

An employee, with the agreement of the Organisation, may use SPLIT days to work part of a week during SPL. The Organisation and the employee may use SPLIT days to affect a gradual return to work by the employee towards the end of a long period of SPL or to trial a possible flexible working pattern.

**Returning to Work**

The employee will have been formally advised in writing by the Organisation of the end date of any period of SPL. The employee is expected to return on the next working day after this date unless they notify the Organisation otherwise. If the employee wishes to return to work earlier than the expected return date, they may provide a written notice to vary the leave and must give the Organisation at least eight weeks’ notice of their date of early return. This will count as one of the employee’s notifications. If they have already used their three notifications to book and/or vary leave, then the Organisation does not have to accept the notice to return early but may do if it is considered to be reasonably practicable to do so.

**Rights On and After Returning to Work**

On returning to work after SPL, the employee is entitled to return to the same job if the employee’s aggregate total statutory maternity/paternity/adoption leave and SPL amounts to 26 weeks or less, he or she will return to the same job. The same job is the one they occupied immediately before commencing maternity/paternity/ adoption leave and the most recent period of SPL, on the same terms and conditions of employment as if they had not been absent.

If their maternity/paternity/adoption leave and SPL amounts to 26 weeks or more in aggregate, the employee is entitled to return to the same job they held before commencing the last period of leave or, if this is not reasonably practicable, to another job which is both suitable and appropriate and on terms and conditions no less favourable. If the employee also takes a period of unpaid parental leave of four weeks or less this will have no effect on the employee’s right to return and the employee will still be entitled to return to the same job as they occupied before taking the last period of leave if the aggregate weeks of maternity/paternity/adoption and SPL do not exceed 26 weeks.

If a parent takes a period of five weeks of unpaid parental leave, even if the total aggregate weeks of maternity/paternity/adoption and SPL do not exceed 26 weeks, the employee will be entitled to return to the same job they held before commencing the last period of leave or, if this is not reasonably practicable, to another job which is suitable and appropriate and on terms and conditions no less favourable.

## **FLEXIBLE WORKING POLICY AND PROCEDURE**

**Introduction**

The Organisation recognises that allowing flexible working opportunities can have advantages for the Organisation, our employees, and their families. The Organisation recognises the following possible benefits which can arise from flexible working arrangements:

* Retention of skilled staff.
* Reducing staff turnover.
* Boosting staff morale and commitment.
* Reducing absenteeism.
* Better recruitment.

This policy applies to employees entitled to make an application under the statutory flexible working request procedure. Flexible working incorporates a wide variety of working practices. The statutory flexible working request procedure applies when the change relates to one or more of:

* The number of hours that you are required to work.
* The times that you are required to work.
* The location where you are required to work.

**Eligibility**

To qualify for the right to make an application under the statutory procedure, you must:

* Be an employee.
* Have worked for the Organisation continuously for at least 26 weeks as at the date of submitting your application.
* Not have made a previous application under the set statutory procedure in the last 12 months.

**Submitting an Application**

You must submit your application to your manager. Your application must:

* Be in writing (whether on paper or e-mail).
* State that the application is being made under the statutory right to request a flexible working pattern.
* Specify the change you are applying for and the date from which you would like the change to take effect.
* Explain what effect, if any, you think making the change would have on the Organisation and how, in your opinion, any such effect might be dealt with.
* Be dated.
* State whether you have made a previous application and, if so, when it was made.
* State if the request is made under the Equality Act 2010 as a reasonable adjustment for a disability (if relevant).

You should be aware that any request that is made and accepted under the statutory right will be a permanent change to your contractual terms and conditions (unless otherwise agreed). You will have no automatic right to revert back to your previous working pattern if we accept your request. For this reason, we would encourage you to discuss your thoughts regarding flexible working on a confidential informal basis with your manager prior to making a formal application.

**Our Immediate Response**

On receipt of your application, we will write to you to confirm receipt and the date of receipt. Unless the contrary is proven, your application will be treated as having been made on the day we receive it. This is referred to below as the Relevant Day. In the case of an application by email, the Relevant Day will be the day on which it is transmitted. In the case of an application sent by post, the Relevant Day will be the day on which the application would be delivered in the ordinary course of post. If your application is incomplete, we will inform you of this and explain that we are not obliged to consider it until it is complete and re-submitted. In this case, the formal procedure will not commence until we receive your formal application.

**The Next Step**

If we agree with your proposal your manager will write to you within 28 days of the Relevant Day to confirm that we agree with your request. They will confirm the contractual variation agreed to, in writing, and the date upon which the variation will take effect. Depending on the degree of change to your current terms and conditions, this may be in letter form or through the issue of a new contract of employment. If we do not immediately agree with your proposal, we will write to you inviting you to attend a meeting so that the matter can be discussed. The meeting will be held within 28 days after the Relevant Day.

**The Meeting**

The Organisation will hold a meeting with you at a mutually convenient time to discuss your request for a contract variation within 28 days after receiving your application. Alternatively, if on receiving your application the Organisation agrees to your application without needing to discuss it with you will be notified within this period in writing and informed of the contract variation agreed to and the date from which the variation is to take effect.

Where a meeting is held to discuss your application, the Organisation will consider your application seriously and give your notice of the decision within 14 days after the meeting. The notice will be in writing and will be dated. If the decision is to agree to your application, the notice will inform you of the contract variation agreed to and state the date on which the variation, the notice will inform you of the contract variation agreed to and state the date on which the variation is to take effect.

If the decision is to refuse your application, the notice will state:

* The grounds.
* Sufficient explanation as to why those grounds apply.
* The appeal procedure.

**Right to be Accompanied**

Where a meeting is held you have the right to be accompanied at the meeting by the single companion.

Your chosen companion must be a worker employed by the Organisation or a trade union official. This person will be permitted to address the meeting but not answer questions on your behalf.

If your chosen companion is not available at the time proposed for the meeting by the Organisation, you may propose an alternative time in which case the meeting will be postponed to the time you propose provided your proposed date:

Is convenient to the Organisation, you, and your companion.

Falls before the end of the period of seven days beginning with the first day after the day proposed by the Organisation.

Your chosen companion will be allowed to take time off during working hours for the purpose of accompanying you.

**Outcome of the Meeting**

Your manager will write to you within 14 days of the meeting to confirm whether or not your proposal has been accepted. If your proposal has been accepted, they will confirm in writing the contractual variation agreed to and the date upon which the variation will take effect. Depending on the degree of change to your current terms and conditions, this may be in letter form or through the issue of a new contract of employment.

If the outcome of the meeting is that we reject your proposal, your manager will confirm in writing:

* Which of the statutory grounds for refusal (set out below) we consider applying.
* Briefly, why we consider the ground(s) apply to your proposal.
* The appeal procedure.

**The Statutory Grounds for Refusal**

* The statutory grounds for refusing a request for flexible working are:
* Burden of additional costs.
* Detrimental effect on the ability to meet customer demand.
* Inability to reorganise work among existing staff.
* Inability to recruit additional staff.
* Detrimental impact on quality.
* Detrimental impact on performance.
* Insufficiency of work during the periods you propose to work.
* Planned structural changes.

**Trial Basis**

As stated above, any request that is made and accepted under this policy will be a permanent change to your contractual terms and conditions and you will have no automatic right to revert back to your previous working pattern. However, if all parties agree in writing, a change may be made on a trial basis, without prejudice to any rights that may exist under the statutory provisions. We may suggest a trial where the effect or workability of your proposal is not clear. During the trial period, we will put your proposal (or an agreed compromise proposal) into effect. The effect of the change will be reviewed over a set period of time.

At the end of the trial period, a decision will be taken by the Organisation on whether to extend the trial period, refuse your application or agree to your proposal on a permanent basis. The precise terms of the trial period will be set out in writing and agreed in advance, including the frequency of any meetings to monitor the effect and workability of your proposal.

**Appeal**

You may appeal against the decision to reject your proposal. The manager who first considered your proposal will not be involved in the appeal, other than to explain their reasons for rejecting it. Your appeal must be submitted to your manager within 14 days of receipt of the letter giving you the outcome. Your appeal must be dated and in writing and should specify the grounds for your appeal. Within 14 days of receipt of your appeal, an appeal meeting will be held. Again, you may be accompanied to the appeal meeting by a work colleague or a trade union official.

**Extensions of Time**

In some cases, it may not be possible for us to reach a decision within the timeframe allowed for under the statutory procedure. For example, it may be necessary to undertake investigations into certain matters or obtain certain information before a decision can be taken. The statutory procedure allows us to mutually agree to extend the time limits for carrying out the various steps, provided that we agree to the extensions in writing.

If we agree an extension of time, we will write to you setting out:

* What period the extension relates to.
* The date on which the extension is to end.

**Outcome of Appeal**

We will write to you to confirm the outcome of your appeal within 14 days of the meeting. If your appeal is upheld and your proposal is accepted, we will confirm in writing the contractual variation agreed and the date upon which the variation will take effect. If the appeal is dismissed, we will set out in writing the grounds for the refusal and explain why the grounds apply. You will not be able to make another formal request until 12 months after the date of your original application.

The outcome of the appeal is final and binding and there is no further right to appeal under this policy. You may however bring an internal grievance under the Organisation’s Grievance Procedure if you consider:

* We have failed to comply with the procedural requirements of the statutory procedure.
* We have rejected your application on a ground that is not one of the statutory grounds for refusal.
* The individuals considering your application have based their decisions to reject your request on incorrect facts.
* You have been subjected to a detriment by any act or any deliberate failure to act on the ground that you made (or proposed to make) an application under this policy.

**Withdrawal of Application**

You may withdraw your application at any time by notifying us of this. We will confirm your withdrawal in writing. If you fail, without reasonable cause, to attend a meeting held under the procedure on more than one occasion, or if you unreasonably refuse to provide the Organisation with any information required to assess if your proposal should be agreed, we will be entitled to treat you as having withdrawn your application/appeal. In such circumstances, we will write to you to confirm that your application/appeal is being treated as being withdrawn.

# **DISPUTE RESOLUTION POLICIES**

## **ORGANISATIONAL RULES**

Whilst the Organisation will be flexible where possible, some organisational rules must be complied with. If you do not follow these rules it may lead to disciplinary action and, ultimately, dismissal. You should note that these rules are not exhaustive.

1. Accidents, no matter how slight, must be reported and logged immediately and medical assistance requested where appropriate.
2. You must, at all times, create and maintain a safe working environment within your place of work.
3. You are expected to show the skill or attitude required for the job, particularly where those skills were established upon your recruitment and induction for the role.
4. You must act wholeheartedly in the interests of the Organisation at all times.
5. You must be prepared to undertake reasonable duties other than those for which you have been specifically employed.
6. You must inform the Organisation if you contract a contagious or otherwise injurious illness.
7. You are not permitted to remove any material or equipment from your place of work without prior permission. Should a laptop be provided for work then it can be used for reasonable personal use outside work subject to compliance with the Organisation’s Computer Policy. It is your responsibility to ensure that the equipment is returned in a fit and proper state for use with no inappropriate software or images etc. or viruses etc. imbedded on or in the equipment.

## **DISCIPLINARY POLICY AND PROCEDURE**

**Introduction**

This policy is designed to help and encourage all of [COMPANY NAME]’s employees to achieve and maintain the standards of conduct, attendance and job performance required of them. The Organisation recognises that there is no substitute for a good day-to-day manager/employee relationship for the solution of work-related problems. Nevertheless, if this relationship fails to resolve an issue or if we consider it appropriate, the procedures contained in this policy will be used.

The Organisation’s policy is to deal with employee problems in a fair, constructive, and consistent manner and to deal with it promptly after we become aware of a need for improvement. When deciding on the appropriate way to deal with any difficulty you have in meeting the standards of the Organisation, we will first consider the reasons for your difficulty. In most cases, if you are not meeting the Organisation’s standards, we will usually try to deal with the situation informally, as described below. The formal disciplinary procedure is also described below.

**Status of the Policy**

This policy is not intended to be contractually binding. The procedures contained in this policy comply with the guidance contained in the ACAS Code of Practice on Disciplinary and Grievance Procedures. We reserve the right to deviate from the procedures contained in this policy, depending on the circumstances in any particular case. For example, we reserve the right to terminate employment during probationary periods without giving any prior formal warnings.

**The Organisation’s Rules**

The Organisation’s standards for attendance, work performance and conduct are as laid out in the policies, procedures, and rules of [COMPANY NAME], as may be amended, or introduced from time to time. In addition, you are expected to comply with organisational procedures, as well as with any standards communicated to you through discussions with your manager and in formal documents such as goals and job descriptions. If you have any queries about the standards expected of you, these should be raised with your manager.

**Investigation**

No disciplinary action will be taken until the matter has been fully investigated. The investigation may be carried out by your manager or another manager. The purpose of the investigation will be to establish facts and may involve witness statements being taken. You may be invited to attend a meeting as part of the investigation at which you are entitled to be accompanied.

**Suspension on Full Pay**

Where we consider it appropriate, we reserve the right to suspend you on full pay at any time during an investigation, pending the outcome of a disciplinary hearing, or otherwise. Whilst on suspension you must comply with any conditions set. These will usually include a requirement that you should not make or attempt to make contact with any employee of the Organisation except the person conducting the investigation. You will usually be asked not to contact any clients, customers, or agents of the Organisation as well. Every effort will be made to keep the period of suspension as short as possible.

**Informal Action**

If we feel informal action is appropriate, you will usually be informed of this by your manager. Your manager will explain that you are not meeting the required standards. Your manager will discuss their concerns with you, explain any shortcomings and suggest ways of correcting them in the future. Your manager may agree objectives with you to be achieved over a reasonable period of time and may discuss any assistance you may require, including, where appropriate, further supervision and training. Your manager may write to you confirming the nature of the problem, the agreed objectives, and the time scale. Your improvement will then be reviewed on a regular basis.

We recognise that there may be occasions when problems are due to your personal circumstances or a medical condition rather than there being any measure of personal blame. If this is the case, we will seek to support and assist you to resolve these problems. In certain circumstances, it may be necessary to review your role and/or consider redeployment within [COMPANY NAME] on a temporary or permanent basis. If there is a possibility that a problem may be related to your health, your manager may arrange for you to see a doctor so that the Organisation can fully understand your medical condition. In these situations, it is likely that the Capability Policy and Procedure will be used instead of the Disciplinary Policy and Procedure.

**Formal Action**

***When the Formal Disciplinary Procedure Will Be Used***

As stated above, we will usually try to deal with any difficulty you have in meeting the Organisation’s standards informally. However, if we have tried to deal with an issue informally, but there has been no sustained improvement, or any conduct or breach is considered sufficiently serious to warrant formal disciplinary action, [COMPANY NAME] will implement the formal disciplinary procedure as set out below. The formal disciplinary procedure will always be implemented in serious cases, or cases where we suspect gross misconduct, gross negligence and/or gross incompetence (see below).

**The Formal Disciplinary Procedure**

**Step One: Notification**

The first step we will take is to write to you to inform you of what it is alleged that you have done wrong:

1. You will be notified in writing in advance that you are required to attend a meeting under the Organisation’s formal disciplinary procedure. The notification will include a statement setting out the details of the alleged conduct or characteristics, or other circumstances that we are concerned about, and that are leading us to consider taking disciplinary action against you.
2. You will also normally receive copies of any relevant documentation at least two days in advance of the meeting. Where there are many pieces of evidence, more preparation time will be provided.
3. You will be advised of the date, time, and venue for the meeting, and that you have the right to be accompanied.

**Step Two: Meeting**

Next, we will hold a meeting with you to discuss the matter:

1. The meeting will be conducted by the relevant manager dealing with the matter. The relevant manager may be accompanied by another member of staff to take notes.
2. You must take all reasonable steps to attend the meeting. If you are genuinely unable to attend the disciplinary meeting for an unforeseen reason such as sudden illness, we will re-arrange it. If you fail to attend the rearranged meeting, the manager will consider the matter and will reach a decision in your absence.
3. You will have the right to be accompanied at the disciplinary meeting by a fellow worker, a qualified trade union representative, or an official employed by a trade union. If your chosen companion cannot attend the disciplinary meeting, you may request a postponement to a reasonable alternative time within 5 working days of the date of the original disciplinary meeting. We reserve the right to ask you to choose a different companion if we consider that the presence of your chosen companion may prejudice the meeting, or they have a conflict of interest.
4. At the meeting, the manager will present the complaint and go through the evidence.
5. You will be able to ask questions, present evidence (including, where appropriate and relevant, calling witnesses) and be given an opportunity to raise points about any information provided by witnesses at the meeting.
6. Any disciplinary meeting may be adjourned to enable further investigation of matters arising to be carried out.
7. Once the complaint and all the evidence has been discussed, the meeting will be adjourned. Your comments at the meeting will be given due and proper consideration by the relevant manager conducting the hearing before they make a decision.
8. You may be informed of the manager’s decision regarding the outcome immediately in person at the re-convened meeting, but in any event, you will be notified in writing of their decision together with the reasons for this decision. Normally, this will be within five working days of the meeting. We will provide you with an explanation if we cannot meet this timescale.

**Examples**

Examples of behaviour which will normally lead to the Organisation implementing the formal disciplinary procedure include:

***Poor Conduct – First Offence, Written Warning***

* Unsatisfactory attendance record, including lateness and/or poor time keeping.
* Unauthorised absence.
* Poor performance and/or negligence through lack of attention to work.
* Failing to achieve adequate throughput of work.
* Failing to comply with the Organisation’s policies, procedures, rules and working practices.
* Careless use of [COMPANY NAME]’s equipment or furniture.
* Misuse of the Organisation’s IT systems.
* Unruly or unreasonable behaviour at the workplace, or outside the workplace if it reflects adversely on the Organisation.
* Showing an intransigent or unreasonably negative attitude to management and/or fellow employees, including failing to comply with reasonable instructions.
* Any form of harassment or bullying.
* Negligence whilst driving.

***Misconduct – First Offence, Final Written Warning***

* Major disregard of [COMPANY NAME]’s rules and regulations.
* Use of abusive language (whether verbal or in writing).
* Breach of health and safety requirements and/or the Organisation’s policies on smoking and/or alcohol and drugs.
* Disclosure of confidential information.
* Negligent loss of the Organisation’s property.
* Serious misuse of the Organisation’s IT equipment, including installing unauthorised software on any computer equipment.

Please note that, where serious, the examples listed above may constitute gross misconduct, gross negligence and/or gross incompetence.

***Gross Misconduct, Gross Negligence and/or Gross Incompetence***

Gross misconduct, gross negligence and/or gross incompetence is any action or omission which is serious enough to be interpreted as a serious breach of your contract of employment. It includes any action or omission which is discreditable, dishonourable, or detrimental to the best interests of the Organisation, or which causes a serious breakdown of [COMPANY NAME]’s trust in you.

Examples of gross misconduct, gross negligence or gross incompetence leading to summary dismissal (i.e., immediate dismissal without notice or any payment in lieu of notice) are set out below:

* Giving false information or deliberately omitting relevant information on your CV or application form for a position with the Organisation.
* Deliberate and serious breach or non-compliance with the Organisation’s policies, procedures, rules, and regulations.
* Knowingly or recklessly acting beyond your authority, including the unauthorised signing of documentation.
* Dishonesty, including, for example, any theft, fraud, falsification of expenses, false overtime/payment claims or deliberate falsification of records or documents.
* Unauthorised use and/or disclosure of confidential information, including any personal data held by [COMPANY NAME], including without limitation, removal of any records and forms pertaining to the Organisation’s operations, without the appropriate authorisation.
* Seriously negligent or wilful damage to the Organisation’s property.
* Any serious form of direct or indirect discrimination contrary to the Organisation’s Equality and Diversity Policy.
* Serious allegations of harassment and bullying and serious insubordination.
* Fighting or physical violence.
* Conviction for a criminal offence, which makes you unsuitable for your type of work or which is, in the view of the Organisation, unacceptable to other employees.
* Possession of illegal drugs and/or the inability to carry out normal job functions wholly or partly due to the use of drugs or alcohol.
* Behaviour outside work which brings [COMPANY NAME] into disrepute.
* Serious errors of judgement or wilful acts or omissions which result in loss or injury to any person.
* Serious infringement of health and safety rules.

This list is not exhaustive.

**Possible Outcomes**

The possible outcomes under the formal disciplinary procedure include:

* No warning or further action.
* Written warning and improvement notice.
* Final written warning and improvement notice.
* Termination of employment with notice.
* Termination of employment without notice.

The range of possible outcomes outlined above should not be regarded as necessarily either sequential or cumulative. Although we will not normally give you a final written warning without giving you at least one chance to improve your conduct or performance, the Organisation reserves the right to omit any or all of the levels of action where it considers it appropriate. For example, if a single breach of discipline is serious (albeit that it may be your first breach of discipline) you may be given a final written warning, notwithstanding the fact that no previous warnings have been given. If you are given a warning, this will be confirmed to you in writing. You will be told the length of time during which the warning will remain in effect. Usually this will be six months for a first written warning and 12 months for a final written warning.

Where appropriate, you will also be informed of any targets or improvements required. Your manager may set review dates when they will review your attendance, work performance or conduct, as appropriate. If you are to receive any additional support, supervision and/or training this will also be confirmed in writing. If you commit a further act of misconduct or fail to improve to the required standards during the stated period of a warning, the disciplinary procedure will be implemented again.

If you are dismissed, this will be confirmed in writing. In cases of gross misconduct, gross negligence and/or gross incompetence, your dismissal will be without notice or payment in lieu of notice. Where the Organisation deems it appropriate, relevant regulatory authorities may be informed. Clarification will be provided in your written outcome letter of your termination of employment date. If your dismissal was not related to gross misconduct, gross negligence, or gross incompetence, you will also be advised of the period of notice. In all cases, you will be advised of your right of appeal.

**Step Three: Appeal**

The final step is to allow you to submit an appeal against the disciplining manager’s decision:

* If you wish to appeal you must do so in writing, setting out clearly the reasons for your appeal. Your request must be received by your manager within 5 working days of the date on which you receive the written confirmation of the outcome referred to above.
* The appeal will consist of a further meeting at which you will be able to make your case as to why you believe the decision of the disciplining manager is inappropriate.
* You will be required to take all reasonable steps to attend the appeal meeting. You will have the right to be accompanied at the meeting by a fellow worker, a trade union representative, or an official employed by a trade union.
* The manager hearing your appeal will decide whether or not to uphold the decision of the disciplinary manager. Their decision, together with the reasons for this decision, will be confirmed to you in writing and will be final and binding.

**Records**

All disciplinary matters are dealt with confidentially. Records of any proceedings under this policy or procedure that involve you will be kept by the Organisation, including details of any unsubstantiated investigations, and spent warnings which will be kept, but not relied upon except in appropriate circumstances. You are entitled to request copies of these records, subject to any duty of confidentiality owed to any third party.

## **GRIEVANCE POLICY AND PROCEDURE**

**Introduction**

There is no real substitute for a good day-to-day employee/manager relationship for the resolution of work-related problems and we would encourage you to raise any concerns you have about your employment informally as described below. We recognise, however, that there may be occasions where this informal approach may fail to resolve an issue. The formal grievance procedure contained in this policy is designed to ensure that you are able to raise any grievance at an appropriate level without feeling worried about doing so. You will not be prejudiced for making a grievance. Any grievances will be dealt with promptly and in a fair, constructive, and consistent manner.

**Status of the Policy**

This policy is not intended to be contractually binding. We reserve the right to deviate from the procedures contained in this policy, depending on the circumstances in any particular case.

**Informal Grievances**

If you have any concerns about any aspect of your work, we encourage you to discuss this with your manager at the earliest opportunity. If you are uncomfortable discussing the matter directly with your manager, then you may wish to discuss the matter informally with a different manager who will be happy to facilitate discussions with your manager.

**Grievance Procedure**

**Step One: Raising a Grievance**

The first step of the grievance procedure is for you to put your grievance in writing:

1. You should set out your grievance and the basis for it in a written statement explaining that you wish to use the formal grievance procedure.
2. You should send, or give, this statement (or a copy of it) to your manager. If, however, your grievance relates to your manager, you may send or give this statement (or a copy of it) to your manager. [COMPANY NAME] will acknowledge receipt of the grievance.

**Step Two: Grievance Meeting**

The next step is for us to invite you to a meeting to discuss your grievance:

1. The relevant manager dealing with your grievance will arrange a meeting with you to discuss the matter. Normally, this meeting will take place within 5 working days of receipt of your statement. We will provide you with an explanation if we cannot meet this time scale.
2. You must take all reasonable steps to attend the meeting. If you are genuinely unable to attend the grievance meeting for an unforeseen reason, such as sudden illness, we will re-arrange it. However, if you fail to attend the meeting without an adequate explanation, we reserve the right to consider the matter and reach a decision in your absence.
3. You will have the right to be accompanied at the grievance meeting by a fellow worker, a qualified trade union representative, or a trade union official. If your chosen companion cannot attend the grievance meeting, you may request a postponement to a reasonable alternative time within 5 working days of the date of the original meeting. We reserve the right to ask you to choose a different companion if we consider that the presence of your chosen companion may prejudice the meeting, or they have a conflict of interest.
4. At the grievance meeting, you will be able to explain your grievance and say how you think it should be resolved. Your comments will be given due and proper consideration by the relevant manager conducting the meeting before they make a decision. In order to do this thoroughly, the manager may adjourn the meeting and, where appropriate, may undertake further investigations.
5. You may be informed of the manager’s decision regarding the outcome immediately in person at the meeting, but, in any event, you will be notified in writing of their decision, together with the reasons for this decision. Normally this will be within 5 working days of the meeting. We will provide you with an explanation if we cannot meet this time scale.

**Step Three: Appeal**

If you do not believe the outcome of the step 2 meeting was appropriate, you may appeal. If you do not submit an appeal, we will assume that you are content with the outcome:

1. If you wish to appeal you should set out the basis for your appeal in a written statement explaining that you wish to appeal.
2. You should send, or give, this statement (or a copy of it) to your manager within 5 working days of the date on which you receive the written confirmation of the outcome referred to above.
3. The appeal will consist of a further meeting at which you will be able to make your case as to why you are unhappy with the outcome after the step 2 meeting. Usually, the appeal meeting will be conducted by a different manager to the one who initially considered your grievance.
4. You will be required to take all reasonable steps to attend the appeal meeting. You will have the right to be accompanied at the meeting by a fellow worker, a qualified trade union representative, or a trade union official.
5. The manager hearing your appeal will decide whether or not to uphold the outcome of the step 2 meeting. Their decision, together with the reasons for this decision, will be confirmed to you in writing and will be final and binding.

**Records**

Notes of all meetings, reports, recommendations, and all other documents relating to any grievances made under this policy will be kept on your personnel file. You are entitled to request copies of these records, subject to any duty of confidentiality owed to any third party.

# **VEHICLE & EXPENSES POLICIES**

## **USE OF YOUR OWN VEHICLE POLICY**

**Purpose**

This policy sets out the terms and conditions associated with employees driving their own vehicles for work purposes. This policy applies to all of the Organisation’s employees using their vehicles for work.

**Definitions**

To make sure everyone has a common understanding; the following definitions apply:

* Work-related driving is operating a motor vehicle in the course of your work. Work-related driving typically does not include commuting from your home to your primary workplace.
* An employee-owned vehicle is a vehicle for which the employee is the registered owner or the sole signatory of a vehicle-lease agreement.
* Managers must ensure they lead by example, both by ensuring that their own vehicle is always in a safe condition and by not tolerating poor driving practice among colleagues.

**Employees Must Ensure They:**

* Immediately tell their supervisor of any relevant changed circumstances (for example, licence suspension).
* Ensure the vehicle is not used inappropriately (e.g., unsecured load carrying, or hazardous off-road access).
* Ensure the vehicle is taxed and has a valid MOT (if relevant) and road tax (if relevant).
* Ensure their motor insurance policy includes business use cover for the amount and type of business mileage they undertake.
* Present their driving licence for inspection regularly and on request.
* Cooperate with monitoring, reporting and investigation procedures.

Subject to the provisions of the following paragraph, the Organisation would not reimburse for any loss or damage resulting from the use of private motor vehicles used on official business, whether or not the cost of such loss or damage can be claimed under your insurance policy. If the insurance policy is subject to an excess clause, [COMPANY NAME] will reimburse the cost of any loss and damage which cannot be recovered from the insurance company because of the operation of that excess clause, provided that:

* Any loss or damage occurred whilst employees were on official business.
* Employees repay to the Organisation any finances originally paid by the Organisation under this provision, if reimbursement from any other party is obtained.
* The loss or damage was not due to the employee’s negligence.

**Incident Reporting and Investigations**

If involved in a motor vehicle incident, employees will cooperate to help the Organisation meet its obligations, and to take steps to prevent future occurrences. The employee will:

1. Immediately report crashes to their manager.
2. Provide a report on what happened and submit it to their manager.
3. Be willing to participate in the incident investigation, and work with the investigation team to facilitate the investigation, report, and corrective measures.

**Operating Expenses and Reimbursement**

All purchase, insurance, and licensing, operating, maintenance and repair costs associated with using their vehicle for work are the responsibility of the employee / vehicle owner. The employee will submit expense claims consistent with the Expenses Policy.

## **EXPENSES**

In order to regulate and control the expenses and benefits available to employees, the following rules have been implemented by the Organisation. It is important that the rules are adhered to. The Organisation depends on your honestly and integrity. Breach of the Organisation’s policy on expenses will result in disciplinary action being taken, which could result in dismissal. If you are in any doubt about the extent or meaning of the rules set out below, you should talk to your manager.

All agreed expenses which are necessary and properly incurred by you in the carrying out of your duties will, subject to the approval of your manager, be refunded by the Organisation upon provision of vouchers, invoices, or receipts. All payments should be supported by vouchers, invoices, or receipts with VAT registration numbers. Expenses will be reimbursed either:

* Directly to your bank account.
* By cash/cheque.
* Through the payroll.

If you are issued with an organisational credit card you must use the card to pay for expenses where appropriate, and produce vouchers, invoices, or receipts in respect of the expenses.

**Entertainment Expenses**

Only if you have been authorised by your manager to incur expenses in entertaining customers or potential customers or promoting the Organisation, will you be entitled to recover such expenses from the Organisation. Entertainment expenditure should be maintained at a reasonable level at all times and should not exceed, without written consent from your manager, any budget or allowance previously set by your manager. Any invoice for reimbursement of entertainment expenses must be presented to your manager and must be accompanied by a statement giving details of the persons being entertained and the business represented.

**Subsistence Expenses**

Where you are travelling and staying away from home, reasonable accommodation and subsistence costs will be met by the Organisation upon the provision of original receipts, invoices, or vouchers with VAT registration numbers. You should operate within pre-set allowances.

**Telephones**

You may be supplied with a mobile telephone on a needs-only basis, if approved by your manager. If you are issued with a mobile telephone, the Organisation will reimburse you the cost of business calls made on the mobile telephone, subject to the provision of the itemised telephone bill to your manager. It is the Organisation’s policy to discourage the use of personal telephone calls on mobile telephones. You will be responsible for the costs of such calls where it is deemed unreasonable.

# **EQUALITY AND DIVERSITY POLICY**

**Statement of Intent**

* The Organisation wishes to act as an exemplar for equality and diversity. In doing so, the Organisation commits to promoting good equitable practice within the Organisation and with partners.
* The Organisation will deliver on this policy by building equality and diversity into all aspects of its work.
* The Organisation will ensure that no job applicant, employee, or other receives less favourable treatment on the grounds of age, disability, gender, gender reassignment, marriage/civil partnership, pregnancy and maternity, race, religion or belief and sexual orientation.
* The Organisation will work to ensure that all involved with it are treated fairly and inclusively.
* The Organisation is committed to ensuring that its employees, and others are able to conduct their activities free from harassment or intimidation and that the Organisation’s position in this is made clear to everyone.

**Legislative Guidance**

In order to fulfil its legal obligations, the Organisation’s Equality and Diversity Policy complies with the Equality Act 2010 (“the Act”) and any other relevant legislation.

**Employment**

The Organisation is fully committed to the principles of equality of opportunity and is responsible for ensuring that no job applicant, or employee receives unlawful, less favourable treatment, on the grounds of age, gender, colour, disability, ethnicity, parental or marital status, nationality, religion or belief, social status, and sexual preference.

**Legal Requirements**

The Organisation is required by law not to discriminate against its employees and recognises its legal obligations.

**Equity** is a concept of being fair, unbiased, and just. It involves ensuring that everyone has access to the resources and opportunities they need to reach their full potential - recognising barriers that get in the way of equality and taking steps to address these, therefore redressing existing imbalances.

**Diversity** aims to recognise, respect and value people’s differences. It is focused on engaging everyone and making effective use of the differences and similarities between us. By using the talents of all, we can achieve better results as an organisation.

**Types of Discrimination – Definitions**

***Direct Discrimination***

Direct discrimination occurs when someone is treated less favourably than another person because of a protected characteristic they have or are thought to have (see perception discrimination below), or because they associate with someone who has a protected characteristic (see discrimination by association below).

***Discrimination by Association***

Applies to age, race, religion or belief, sexual orientation, disability, gender reassignment, and sex. This is direct discrimination against someone because they associate with another person who possesses a protected characteristic.

***Perception Discrimination***

Applies to age, race, religion or belief, sexual orientation, disability, gender reassignment, and sex. This is direct discrimination against an individual because others think they possess a particular protected characteristic. It applies even if the person does not actually possess that characteristic.

***Indirect Discrimination***

Applies to age, race, religion or belief, sex, sexual orientation, marriage and civil partnership, disability, and gender reassignment. Indirect discrimination occurs when a provision, criterion or practice is neutral on the face of it, but its impact particularly disadvantages people with a protected characteristic, unless the person applying the provision can justify it as a proportionate means of achieving a legitimate aim.

***Harassment***

Harassment is “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”. Harassment applies to all protected characteristics except for pregnancy and maternity and marriage and civil partnership. People can complain of behaviour that they find offensive even if it is not directed at them, and the complainant need not possess the relevant characteristic themselves. They are also protected from harassment because of perception and association.

***Harassment by Others***

Applies to age, disability, gender reassignment, race, religion or belief, sex, and sexual orientation. It also includes the failure of an employer to take reasonable steps to protect an employee from persistent (three occasions or more) third party harassment.

***Victimisation***

Victimisation occurs when a person is treated badly because they have made or supported a complaint or raised a grievance under the Equality Act; or because they are suspected of doing so. They are not protected from victimisation if they have maliciously made or supported an untrue complaint. A complainant will not need to compare their treatment with that of a person who has not made or supported a claim under the Act.

**Protected Characteristics**

***Age***

The Act protects people of all ages. However, different treatment because of age is not unlawful direct or indirect discrimination if you can justify it, i.e., if you can demonstrate that it is a proportionate means of meeting a legitimate aim. Age is the only protected characteristic that allows employers to justify direct discrimination.

***Disability***

The Act has made it easier for a person to show that they are disabled and protected from disability discrimination. Under the Act, a person is disabled if they have a physical or mental impairment which has a substantial and long-term adverse effect on their ability to carry out normal day-to-day activities, which would include things like using a telephone, reading a book, or using public transport.

The Act includes protection from discrimination arising from disability. This states that it is discrimination to treat a disabled person unfavourably because of something connected with their disability (e.g., a tendency to make spelling mistakes arising from dyslexia). Additionally, indirect discrimination covers disabled people. This means that a job applicant or employee could claim that a particular rule or requirement you have in place disadvantages people with a particular disability. The Act also includes a provision which makes it unlawful, except in certain circumstances, for employers to ask about a candidate’s health before offering them work.

***Gender***

Both men and women are protected under the Act.

***Gender Reassignment***

The Act provides protection for transgender people. A transgender person is someone who proposes to, starts, or has completed, a process to change their gender. It is discrimination to treat transgender people less favourably for being absent from work because they propose to undergo, are undergoing or have undergone gender reassignment, than they would be treated if they were absent because they were ill or injured.

***Marriage and Civil Partnership***

The Act protects people who are married or in a civil partnership against discrimination. Single people are not protected.

***Pregnancy and Maternity***

A woman is protected against discrimination on the grounds of pregnancy and maternity during the period of her pregnancy and any statutory maternity leave to which she is entitled. During this period, pregnancy and maternity discrimination cannot be treated as sex discrimination.

***Race/Ethnicity***

For the purposes of the Act, ‘race’ includes colour, nationality and ethnic or national origins.

***Religion or Belief***

In the Equality Act, religion includes any religion. It also includes a lack of religion. In other words, employees or jobseekers are protected if they do not follow a certain religion or have no religion at all. Additionally, a religion must have a clear structure and belief system. Belief means any religious or philosophical belief or a lack of such belief. To be protected, a belief must satisfy various criteria, including that it is a weighty and substantial aspect of human life and behaviour. Denominations or sects within a religion can be considered a protected religion or religious belief. Discrimination because of religion or belief can occur even where both the discriminator and recipient are of the same religion or belief.

***Sexual Orientation***

Whether a person's sexual attraction is towards their own sex, the opposite sex or to both sexes.

**Implementation**

[COMPANY NAME] will:

* Make available a copy of this document to all staff of the Organisation and this will also form part of any recruitment and subsequent induction process.
* Ensure that all employees, and agents have responsibilities to respect, act in accordance with, and thereby support and promote, the spirit and intentions of the policy.
* Take measures to ensure that our employment practices are non-discriminatory.
* Ensure that no job applicant will be placed at a disadvantage by requirements or conditions which are not necessary to the performance of the job, or which constitute unfair discrimination.
* Adopt a planned approach to eliminate barriers which discriminate.
* Ensure that consultants, agents, and advisors are appointed fairly and equally. Consultants used by the Organisation must demonstrate their commitment to the principles and practice of equality and diversity.
* Take full account of this policy in arriving at all decisions in relation to its activities.
* Provide access to training for staff to raise awareness of both collective and individual responsibilities.

**Positive Action**

The Organisation may take positive action or introduce special measures for any group which is currently under-represented in any aspect of the work done by the Organisation.

**Monitoring and Evaluation**

[COMPANY NAME] will regularly monitor and evaluate the policy, practices, procedures, and operations on an ongoing basis, and will inform employees and members of the impact of this.

**Responsibility**

Your manager will have overall responsibility for the implementation of this Equality and Diversity Policy.

**Policy and Procedure**

Appropriate disciplinary action will be taken against any employee who violates this Equality and Diversity Policy.

# **HEALTH AND WELLBEING**

## **ALCOHOL & DRUGS POLICY**

The Organisation is committed to safe working practices. For many people, drinking socially is a positive part of life and does not cause any problems. However, in a work context, drugs, alcohol, and other substances may not only damage health, but also impact on performance, productivity, absenteeism, and accidents. Inappropriate use of alcohol or drugs by employees can prove fatal for both staff and customers.

**Policy statement**

The Organisation aims to provide a safe and healthy working environment. It recognises that this can be put at risk by those who inappropriately use alcohol or drugs to such an extent that it may affect their health, performance, conduct, relationships at work, or the safety of customers or visitors. Inappropriate use may include but is not limited to dependency; one-off incidents; patterns of incidents; substances taken during work time; and illegal substances being brought on-site. Substances may include but are not limited to alcohol; illegal drugs; legal highs; prescription drugs; and solvents.

**Roles and responsibilities**

All members of staff are responsible for ensuring that, when they present themselves for work, that they are not unfit due to the effects of alcohol or drugs. If your manager is aware of, or suspects, an employee is unfit due to the effects of alcohol or drugs, they are responsible for advising the employee accordingly. This may include sending the employee home from work, and therefore, as a duty of care to the employee, ensuring that they have travelled safely and responsibly.

**Systems of work**

The effects of alcohol or drugs at work can create serious health and safety risks, particularly in areas such as driving, using machinery, or supervising activities. Therefore, the following rules should be adhered to:

* Do not come to work under the influence of alcohol or drugs.
* Check with your doctor or pharmacist about the side-effects of prescribed medications.
* Inform your manager if you are on medication that could have side effects. This will be treated in confidence, but it is important for your manager to be aware in case of any issues.
* Never drive, operate machinery, or supervise activities if you are affected by alcohol or drugs.
* Offer support and advice to colleagues who you suspect of suffering from alcohol or drug abuse. Do not ‘protect’ them by keeping silent.
* Seek assistance from your manager.

**Signs and symptoms**

Increased absenteeism, injuries, property damage, theft, unusual aggression or irritability, loss of appetite, loss of ambition, friends or hobbies, sudden emotional changes, drowsiness or sleepiness, dilation of pupils or erratic movements when following objects, are all claimed to be symptomatic of drug or alcohol misuse.

**Procedures should alcohol or drug misuse be identified**

If you feel you have a problem with alcohol and/or drugs, you should contact your GP for treatment and support, and make your manager aware of the actions you have taken so additional support can be given. If poor performance, absenteeism, or problems with conduct are detected through observation or by normal disciplinary procedures, your manager may be able to offer assistance if you have made them aware of the matter and the actions you are taking.

**Self-referral/ manager intervention**

A referral interview will take place where employees seek assistance under this policy or where they are required to attend such an interview as they are suspected of alcohol/drug/substance use and abuse. If a referral interview takes place, the following will be applicable:

* A willing work colleague can be present at your referral interview. If it is agreed at the referral interview that you will seek treatment, the Organisation will allow you reasonable time off to do so in accordance with normal contractual provisions governing sick pay.
* If you undergo treatment, you will be asked to sign an agreement which will set out your obligations and those of the Organisation. The scope of the treatment will be defined at the outset and regular monitoring of your progress will take place. Your manager will be responsible for monitoring this part of the policy.
* Any discussions, treatment information, or records will be confidential.
* You are encouraged to inform your GP about any treatment that you receive following self-referral or otherwise.
* If you refuse to undergo treatment that may be considered necessary and/or appropriate, the Organisation will monitor your work performance and may invoke the disciplinary procedure should this be deemed appropriate.
* Where inappropriate use of alcohol, drugs or other substances is associated with a medical condition from which you are suffering or have been suffering from, the Organisation will offer appropriate support as outlined below. However, if [COMPANY NAME] experiences problems with your performance, behaviour, or attitude, the Organisation may invoke the disciplinary procedure, if appropriate.
* The Organisation ***has a legal duty*** to contact the Police in the event of employees being suspected of possessing illegal drugs / substances.

**Support**

The Organisation will be supportive and positive in its approach to employees suffering from illness due to alcohol or drug use and will assist in the provision of treatment to employees as far as is reasonably practicable. If you feel that you may benefit from additional external support, for alcohol or drug dependency, or relating to stressors that may contribute to inappropriate use of drugs or alcohol, please raise this with your manager. External support may be provided for you.

The Organisation is also committed to supporting the prevention of the misuse of alcohol, drugs, and other substances, through:

* Raising awareness of the effects of alcohol, drugs, and other substances.
* Providing information through leaflets and other materials to encourage people to think about their drinking habits.
* Promoting and supporting national campaigns around alcohol and drug awareness.

**Off-duty conduct**

If you damage [COMPANY NAME]’s reputation as a result of your conduct outside of work as a result of the use or misuse of alcohol, drugs, or other substances, you may be dismissed for gross misconduct. In the event that you must serve a custodial sentence for any offence relating to alcohol and/or drugs, the Organisation reserves the right to dismiss you on the grounds that your contract of employment with the Organisation has been frustrated, that you are incapable of performing your contractual duties, or gross misconduct. If you are charged with any alcohol or drug related offences and the Organisation has a reasonable belief that your suitability to carry out your job has been compromised, it may have grounds to dismiss you.

**Driving bans and other motoring offences**

Where you are required to drive as part of your employment but as a result of the use or misuse of alcohol and/or drugs (whether in the workplace or off-duty) you are banned from driving any vehicle, the Organisation reserves the right to dismiss you.

**Corporate events**

[COMPANY NAME] will always ensure that soft / non-alcoholic drinks are available at corporate functions. However, the Organisation accepts that there may be some corporate events and functions, where employees may wish to drink alcohol. The following guidelines have been established to protect both yourself and the Organisation, and must be adhered to:

* You are not permitted to drink alcohol if you are attending the function as a representative of the Organisation.
* Even if you are not attending the event in a work capacity, you may still be acting as a representative of [COMPANY NAME], for example, where you have been invited to attend the function due to your role or contacts through the Organisation. If, through inappropriate use of alcohol, drugs, or other substances, you damage the Organisation’s reputation as a result of your conduct, you may be subject to disciplinary action, including dismissal for gross misconduct.
* If in doubt of your role or expectations during the event, please seek agreement from your manager prior to the event to clarify whether you are permitted to drink.

## **HEALTH AND SAFETY POLICY**

**Introduction**

The Organisation recognises its responsibilities in relation to the health, safety, and welfare at work of all employees, whether on our premises or carrying out the Organisation business elsewhere, regardless of location. It recognises that a duty of care extends to other persons whilst they are involved in the Organisation activities. This policy sets out [COMPANY NAME]’s approach to performing its duty in relation to health and safety.

**Policy**

Your manager has the primary responsibility for the implementation of the Health and Safety Policy. It is your duty to comply with this policy and to take all necessary steps to ensure your own safety and that of others. Failure to comply with the provisions of this policy, or obstructing its implementation, may give rise to action under the disciplinary procedure, up to and including summary dismissal. These policies will be provided to you as part of your induction, and any updates in the policies, which may occur from time to time, will be highlighted to you as soon as the changes become known.

**Roles and Responsibilities**

**1. Competent Person**

The Competent Person appointed by the Organisation, as required by the Management of Health and Safety at Work Regulations 1992, to assist in the implementation of health, safety, and welfare statutory requirements, is your manager.

**2. Management**

Your manager will do all in their power to ensure, so far as is reasonably practicable, compliance with the provisions of the Health and Safety at Work Act, 1974 and subsequent related legislation, including:

* Providing all required instruction, training, supervision and other relevant health and safety information to employees.
* Ensuring that all employees are competent in the work activities they are engaged in.
* Continuing to consult with, and update, employees on all health and safety issues.
* Providing, as a minimum, ‘generic’ risk assessments for all common tasks engaged in by employees where risk is involved, and potential danger has been identified.
* Encouraging all employees to take reasonable care for the health and safety of themselves, fellow employees, and others, and to report any hazard which cannot be controlled personally to your line manager.
* Carrying out periodic checks to ensure compliance with statutory requirements, codes of practice and the Organisation’s standards relating to safety, health, and welfare in the workplace, and taking any necessary steps to eliminate potential or actual hazards.
* Investigating and maintaining a record of all accidents, incidents and near-misses thoroughly with a view to preventing recurrence, and maintaining a record of all accidents, incidents, and near-misses in the Organisation’s Accident Book, which is kept in the office, and shall be shown to you as part of your induction.

**3. Employees**

All employees share the responsibility for ensuring a safe place of work and are expected to help and cooperate in achieving safe and hazard-free working. Specifically, employees must comply with the following:

* All precautions, protective clothing and equipment prescribed in an approved method of work must be applied as directed.
* Only personnel who are trained and authorised to use equipment, machinery or vehicles may do so, provided always that the item is in a safe and proper working condition, and that any guarding and other precautions are operating.
* All employees have a duty to bring to the Organisation’s attention, via your line manager, any work situation which they consider represents an immediate danger to health and safety, or any item that the employee reasonably considers to be a shortcoming in health and safety precautions or arrangements.
* All equipment, work and storage areas should be maintained in a clean and tidy condition.
* All machinery, power supplies and materials must be left in a safe condition when unattended or when work ceases.
* Repairs and adjustments to equipment or machinery may only be carried out by those who are suitably qualified and authorised to do so.
* Any dangerous or injurious accident or near miss, and/or treatment, must be reported at the earliest opportunity to the manager and appropriate details recorded in the Accident Book.
* Misuse or interference with any item provided in the interests of safe and healthy working conditions will be treated as serious misconduct.
* Practical joking, horseplay or reckless behaviour that might endanger others is forbidden.
* No telephones will be used, whether for speaking, texting, emailing or otherwise while driving.
* While working at external premises, employees must comply with all of the laid down safety policies, procedures and precautions operating at that site.
* No attempts will be made to lift heavy items if it is conceivable that this could cause strain or injury.

**Compliance with the Organisation’s Procedures**

All staff are required to comply with [COMPANY NAME]’s Health and Safety procedures for safe working within the building, including procedures in case of fire, first aid, etc, and to have familiarised themselves fully with these.

**Use of Display Screen Equipment (DSE)**

The Organisation will ensure that computer workstations conform to the standards of comfort and safety as laid down in the regulations issued by the UK Health and Safety Executive. A DSE user is a person who habitually uses Display Screen Equipment (DSE) as a significant part of their normal work. This will include all staff at the Organisation. The main problems which can occur with the use of DSE are related to job or workstation design. Each workstation will be assessed to ensure that it is correctly set up. Instructions will be provided to all DSE users on how to establish a suitable working position and workstation. Your manager will ask you to complete an assessment for any environment in which you use a workstation for [COMPANY NAME] -related business. You must report any requirements resulting from this assessment to your line manager.

**Preventing Back Injuries**

It is estimated that nearly one-third of accidents that occur in offices result in back injuries. Such injuries can be prevented by lifting and carrying boxes and files correctly, as follows:

* Check loads are not dirty or have jagged edges before attempting to move them.
* Do not attempt to lift anything if you are concerned that it is too heavy or awkward.
* Wherever you can, pull or push a load, letting your leg muscles do the work.
* When lifting loads from the floor, bend your legs and keep your back straight. Stand as close to the load as possible and face it square. Do not twist your body when lifting.
* If a load is unevenly distributed, hold the heaviest part closer.
* If you are lifting from the floor to a high shelf, break the lift into two e.g., lift from ground to waist level, then waist level to a high shelf.
* Do not lift loads when seated.

**Working from Home**

The Organisation, from time to time, permits staff to work from home on such occasions when it is beneficial for both parties to do so, and it has been approved in advance by your manager.

All staff working from home will be required to:

* Arrange a workstation assessment on home equipment and consult with your manager on rectifying any problems identified.
* Ensure all home equipment is PAT (Portable Appliance Testing) tested.
* Assist with the production of a risk assessment on the home office environment.
* Ensure that the computer being used is fully protected with current, up-to-date anti-virus software.
* Abide by all sections of the Organisation’s Health and Safety Policy, particularly those relating to personal safety. All accidents and near misses must be reported to your manager and an accident report completed if the accident or near miss occurs during regular office hours.

The responsibilities of your manager include, but are not limited to:

* Ensuring health and safety discipline.
* Implementing the Health and Safety Policy.
* Investigating all incidents, accidents, and hazards.
* Classify accidents/incidents according to whether they are avoidable/unavoidable.
* Take immediate remedial action where practicable.
* Maintain safety records, monitor statutes, produce, and implement codes of practice and produce and implement appropriate procedures.
* Maintain records and good housekeeping.
* To report all injuries, where relevant, to the appropriate authorities e.g., RIDDOR

**Risk Assessment**

The Organisation will carry out risk assessments and will take appropriate steps in accordance with the various Health and Safety at Work Regulations 1992 (Management of Health and Safety at Work, Workplace Equipment Manual Handling & Workplace, Personal Protective Equipment and Display Screen Equipment). It will:

* Pinpoint practices that could cause loss or injury.
* Determine areas where support and/or training may be necessary.
* Check the adequacy and efficiency of existing methods and procedures.
* Monitor the effectiveness of training.

Individual responsibility to prevent accidents and to behave in a manner that is socially acceptable is not based on who is primarily or legally responsible, or at fault. It embodies the concept of care; this is one who makes allowances for the lack of ability and/or lack of knowledge on the part of others. Neither misunderstood instructions, unwillingness to comply with instructions, personal prejudice, carelessness, recklessness, ignorance on the part of each individual or on the part of others, relieves that individual in any way, of their personal responsibility to behave at all times in a manner that is safe, responsible, and socially acceptable. This is particularly important to those individuals who are too young to understand the complexities of such responsibility and place their trust in others to protect their best interests.

Best practice includes training after recruitment to help employees to:

* Recognise their responsibilities and report any concerns about suspected poor practice.
* Analyse their own practice against established good practice, and to ensure they meet their health and safety obligations.
* Respond to concerns expressed by others.
* Work safely/effectively with all peer groups.

The Organisation requires:

* Relevant personnel to receive advisory information outlining good practice and informing them about what to do if they have health and safety concerns.
* Attend training when necessary. Information about meeting training needs can be obtained from [COMPANY NAME] and the Health and Safety Executive.

**Taking Action**

***Accident Procedure***

All accidents/incidents involving the Organisation’s staff must be reported in writing to your line manager within 24 hours of the incident. This is particularly important in the event of any injury. A full investigation will be undertaken, and appropriate follow up action taken to avoid a recurrence.

***Reporting injuries***

All injuries must be reported in writing to your line manager within 24 hours of the injury being incurred.

***Unacceptable behaviour***

In the event of any incident involving ‘unacceptable’ behaviour, the report must outline the reasons why such action is being instigated, the events immediately preceding the incident, the actions taken during the incident, the events immediately following the incident, the names of all involved in the incident, and the names of all witnesses to the incident. These documents will form the basis of any subsequent investigation and will be used in the event of any disciplinary proceedings arising from the incident.

## **HEALTH AND WELLBEING POLICY**

The Organisation acknowledges the potential impact that work has on an individual’s physical and mental health and is committed to fostering a working environment that protects the physical and mental wellbeing of its staff. This policy provides a framework within which [COMPANY NAME] will encourage and facilitate working practices and services that support employee wellbeing.

**Statement of Intent**

The Health and Wellbeing Policy expands upon the Organisation’s Health and Safety and Sickness Absence policies, setting out how the Organisation will promote the wellbeing of employees by:

* Establishing working arrangements whereby employees feel they are able to maintain an appropriate work-life balance.
* Fostering a culture of cooperation, trust, and mutual respect, where all individuals are treated with dignity, and can work at their optimum level.
* Creating a working environment where potential work-related stressors are, as far as practicable, avoided, minimised, or mitigated through good management practices, effective policies, and staff development.
* Increasing employees’ awareness of the causes and effects of stress and developing a culture that is open and supportive of people experiencing stress or other forms of mental ill-health.
* Encouraging staff to take responsibility for their own health and wellbeing through effective health promotion programmes and initiatives.
* Encouraging staff to take responsibility for their own work and effectiveness as a means of reducing their own stress and that of their colleagues.

**Responsibilities for Implementing the Health and Wellbeing Policy**

Your line manager will:

* Support steps taken to develop a culture of cooperation, trust, and mutual respect within [COMPANY NAME].
* Champion good management practices and the establishment of a work ethos within the Organisation which promotes both physical and mental health and enables employees to maintain a reasonable work life balance.
* Promote effective communication and ensure that there are procedures in place for consulting and supporting employees on changes in the Organisation.
* Encourage initiatives and events that promote health and wellbeing.
* Treat individuals with consideration and dignity and promote a culture of mutual respect in the team. They will not permit unacceptable behaviour and will take decisive action when issues are brought to their attention.
* Ensure that there is good communication within the team and ensure there are opportunities for individuals to raise concerns about their work, seeking advice at an early stage where concerns are raised.
* Adhere to sound management practices and appropriate behaviours.
* Attend training as appropriate in order to increase their awareness of the causes and effects of both physical and mental ill health.
* Ensure that risk assessments are undertaken for roles or working practices that may give rise to physical or mental ill-health.
* Encourage their staff to participate in events and initiatives undertaken by the Organisation to promote wellbeing and more effective working.
* Take action in the interests of all their colleagues where performance by a member of staff may cause stress to their colleagues.

Employees will:

* Treat colleagues and all other persons with whom they interact during the course of their work with consideration, respect, and dignity.
* Support the Organisation’s Health and Wellbeing Policy and cooperate with any initiatives and promotions to raise their own awareness of the causes and effects of good physical and mental wellbeing.
* Raise concerns with your line manager if they feel there are work issues that are causing them stress and having a negative impact on their wellbeing.
* Take responsibility for their own health and wellbeing by adopting healthy lifestyles.
* Take responsibility for their own behaviours, to avoid increasing the risk of a stressful working environment for themselves and others.

## **WORKING ALONE**

[COMPANY NAME] is committed to putting in place measures to ensure employees are safe whilst working alone. It is recognised that, whilst many employees will spend a limited amount of time working ‘alone’, this policy covers lone workers who work by themselves without close or direct supervision or contact with other work colleagues.

Some examples are:

* Working outside normal hours alone.
* Travelling to and from visits.
* Visiting people alone, e.g., at their home or in a remote location.
* Providing services to the public without contact with work colleagues.

The Organisation is responsible for:

* Ensuring that there are arrangements for identifying, evaluating, and managing risk associated with lone working.
* Ensuring that there are arrangements for monitoring incidents linked to lone working and that the effectiveness of this policy is reviewed regularly.
* Providing adequate security and effective supervision for lone workers, including protective barriers, and for providing communication systems and checks on lone workers, where appropriate.

**Manager Responsibility**

* Implementing this policy, making every effort to reduce the risk involved in lone working.
* Ensuring all employees are aware of the policy and that lone workers receive training to enable them to identify potential risk and take appropriate action.
* Identifying situations where employees work alone and conducting regular risk assessments.
* Devising and implementing safe working systems in relation to lone working, to avoid or control risk where necessary.
* Putting in place appropriate arrangements for communicating with and tracking lone workers, including procedures for when a lone worker’s return to base/contact is overdue.
* Ensuring that any incidents are reported, investigated, and recorded.
* Considering the medical condition of the employee when working alone.

**Employee Responsibility**

* Ensuring they are aware of and comply with the policy.
* Taking reasonable care of themselves and others affected by their actions.
* Reporting all incidents and potential dangers that may affect the health and safety of themselves or others and ask for guidance as appropriate.
* Taking part in training designed to meet the requirements of the policy.
* Ensuring they let other people know when and where they are likely to be working alone.
* Ensuring that work calendars are kept up to date to let people know arrival and departure times.

**Guidance for Lone Working**

Lone workers should ensure that, whilst working alone, they have access to others in the event of support being needed. The Organisation will cover the cost of mobile phone calls in an emergency situation. It is good practice for lone workers to keep written details of where they are going, in case of an incident. Lone workers must report incidents such as accidents and near misses, so appropriate monitoring can take place.

# **MISCELLANEOUS EMPLOYMENT POLICIES**

## HARASSMENT POLICY

**Policy Statement**

All employees have the right to work in an environment which is free from any form of harassment. It is the Organisation’s policy that the harassment of any of its employees is unacceptable behaviour. Anyone found in breach of this policy will be liable to disciplinary action which could result in their dismissal.

**Definition of Harassment**

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

Harassment can be based on:

* Age.
* Sex.
* Sexual orientation.
* Gender reassignment.
* Marriage and civil partnerships.
* Pregnancy and maternity.
* Disability.
* Race.
* Religion or belief.

Whilst not an exhaustive list, forms of harassment include:

* Physical contact.
* Jokes, offensive language, gossip, slander, offensive or sectarian songs and letters.
* Posters, graffiti, obscene gestures, emblems, flags.
* Offensive e-mail, screen savers etc.
* Isolation or non-cooperation and exclusion.
* Coercion for sexual favours.
* Pressure to participate in political/religious groups.
* Intrusion by pestering, spying, and stalking.

Harassment is unlawful in many cases and individuals may be legally held liable for their actions.

**Procedure**

Due to the seriousness with which [COMPANY NAME] views harassment, informal and formal reporting procedures have been introduced which are separate from the Grievance Procedure as a mechanism for dealing with complaints of harassment. All allegations of harassment will be managed seriously, promptly and in confidence. Employees who feel they have been subject to harassment must not hesitate in using this procedure. Retaliation against an employee who brings a complaint of harassment is a serious disciplinary offence which may constitute gross misconduct. Your manager will provide, in confidence, advice and assistance to employees subjected to harassment and assist in the resolution of any problems, whether through informal or formal means.

**Informal Procedure**

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

If you are in any doubt as to whether an incident or series of incidents which have occurred constitute harassment, then in the first instance you should approach your manager informally. They will be able to advise you as to whether the complaint necessitates further action, in which case the matter will be dealt with formally/informally as appropriate. If the conduct continues or if it is not appropriate to resolve the problem informally, it should be raised through the following formal process.

**Formal Procedure**

Where informal methods fail, or serious harassment occurs, you are advised to notify your manager. Consideration will be given to the immediate separation of the complainant and the alleged harasser. In serious cases, the alleged harasser may be suspended, or employment terminated after following the correct procedure.

You will be interviewed by the manager handling the complaint to establish full details of what has happened. She will then carry out a thorough, impartial, and objective investigation as quickly as possible. Those carrying out the investigation will not be connected with the allegation in any way. An investigation will involve interviews with the person against whom you are making the complaint. The alleged harasser will be given full details of the nature of the complaint and will be given the opportunity to respond.

You and the alleged harasser will have the right to be accompanied and/or represented by a colleague or a trade union official at any interview(s). Strict confidentiality will be maintained throughout the investigation into the allegation. Where it is necessary to interview witnesses, the importance of confidentiality will be emphasised to them. When the investigation has been completed you will be informed whether or not your allegation has been upheld.

If the allegation is upheld, disciplinary action may be taken against the person alleged to have committed the behaviour you are complaining about and, depending on the circumstances and the seriousness of the complaint, may result in the dismissal of that person. If the allegation is not upheld, consideration will be given to whether it is necessary to transfer or reschedule the work of both or either party, in cases where it would not be appropriate for you to continue to work in close proximity.

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

## **BULLYING POLICY**

The Organisation does not tolerate the bullying of its employees, whether by a fellow employee of any status, or by any internal or external person(s). Bullying can be broadly defined as behaviour which consistently undermines another’s confidence, reducing feelings of self-esteem and worth. Such behaviour may be deliberate, as in a planned campaign, or may arise because of the bully’s lack of interpersonal skills. It is psychological, rarely, though sometimes, physical, and may be exacerbated by the individual’s susceptibility and reaction to stress.

Examples of bullying behaviour include:

* Unreasonable and unfounded criticism of performance.
* Unreasonable withdrawal of authority and responsibility.
* Imposition of objectives with impossible deadlines.
* Isolation or non-cooperation, exclusion from meetings and discussions.
* Aggressive behaviour or conduct, physical or verbal.

The Organisation regards bullying as a disciplinary offence and any incidents of bullying should be immediately reported to your manager, who will undertake a thorough investigation of all allegations.

## **SOCIAL MEDIA POLICY**

**Introduction**

Social media is a term for websites based on user participation and user-generated content. They include social networking sites and other sites that are centred on user interaction. Social media can be categorised into six types: blogs; wikis; social networks; forums; podcasts; and content communities.

The Organisation respects the legal rights of employees and, by and large, what you do on your own time is your concern. However, actions in or outside of work that affect your work performance, the work of others, or the Organisation’s interests are subject to this policy. The lines between public and private, personal, and professional are hazy in online social networks. This policy covers the responsibilities of employees, both inside and outside of work.

**Using Social Media Outside Work**

The personal image you project in social media may adversely reflect on the image of [COMPANY NAME]. We recommend you:

* Show yourself in your best light. By identifying yourself as an employee of the Organisation within a social network, you are now connected to your colleagues, managers, and stakeholders. You should ensure that content associated with you is consistent with your work at the Organisation.
* Think twice. You should use mature discretion in all personal communications in social media. If you would not write something on email, on the Organisation’s headed paper, or say out loud in a pub, then you should not put it on a social networking site. They are very public forums and should be treated as such.
* Use a disclaimer. When using social media for personal purposes, you must not imply you are speaking for the Organisation. Avoid use of [COMPANY NAME]’s e-mail address, logos, or other identification. Make it clear that what you say is representative of your personal views only. Where possible, you should include a standard disclaimer, such as: "Statements and opinions here are my own and are not that of my employer".
* Know your obligations. You must comply with other organisational policies when using social media. For example, you should be careful not to breach confidentiality and data protection policies.
* Show respect to all. You should be respectful of the Organisation and your fellow employees.

**Using Social Media for Communication at Work**

The Organisation encourages open and two-way conversation with target audiences. The Organisation expects you to exercise personal responsibility whenever you participate in social media. This includes not breaching the trust of those with whom you are engaging. You should be sure that you are presenting accurate information and ensuring audiences are not misled.

Social media enables people to express opinions and share information as part of a globally distributed conversation. Each tool and medium have proper and inappropriate uses. Whilst the Organisation encourages all of its employees to join in conversations, it is important to understand what is recommended, expected, and required when you discuss [COMPANY NAME]’s related topics.

If employees use social media with due care, it can be of real benefit to the Organisation. For example, a LinkedIn profile highlights the expertise of our people. Twitter and Facebook can help generate enthusiasm for, and awareness of, our work. If you are keen to do so, the Organisation encourages you to share posts, retweet and to positively post items about your work.

**Guidance to Employees**

You should:

1. Not set up any social media platforms or feeds as an account of the Organisation.
2. Abide by the Organisation’s Code of Conduct.
3. If you have any uncertainty about publishing something online, this document may help. If you still do not know if something you want to publish is appropriate, it is best to hold back and seek the advice of your manager.
4. Declare yourself. Some bloggers work anonymously, using pseudonyms. The Organisation discourages this in blogs, wikis or other forms of online participation that relate to [COMPANY NAME]. We believe in transparency and honesty. If you are blogging about your work for the Organisation, we encourage you to use your real name, be clear who you are, and identify where you work. If you have a vested interest in something you are talking about, ensure you have made this clear. What you publish will be around for a long time so consider the content carefully and also, be sensible about disclosing personal details. Write using your own voice; do not be afraid to show your personality and talk from your own perspective. If the nature of the content is contentious, please speak to your manager before you contribute.
5. Follow copyright and data protection laws. For the Organisation’s protection as well as your own, it is critical that you stay within the legal framework and be aware that libel, defamation, copyright, and data protection laws apply. Ask permission to publish or report on conversations that are private or internal to the Organisation.
6. Add value. The Organisation’s reputation is made up in a large part by the behaviour of its staff, and everything you publish reflects on how we are perceived. Social media should be used in a way that adds value to our business. If it helps you, your co-workers, our target audiences, or our partners to perform well and solve problems; if it promotes our work or the Vision, then it is adding value. Though not directly related to the Organisation, background information you choose to share about yourself, such as information about your family or personal interests, may be useful in helping establish a relationship between you and your readers, but it is your decision to share this information. By revealing certain details, you might be more vulnerable to identity theft.
7. Do not be defensive. When you see inaccuracies articulated about [COMPANY NAME] or related by partners, journalists or by other bloggers, you may use your blog - or join someone else's to point out the situation politely and sensitively as you see it. You must also advise your manager that you have identified information that is inaccurate or could damage the reputation of the Organisation. Be the first to correct your own mistakes and do not alter previous posts without indicating that you have done so.
8. Be prepared for a two-way conversation. And be aware that people are entitled to their views. You must make sure that what you say is factual and avoid unnecessary or unproductive arguments.
9. Handle offensive comments swiftly and with sensitivity. If a conversation turns and becomes offensive in terms of language or sentiment, make sure you inform your audience exactly why you have removed the comment. A few sentences should suffice, along the lines of: “This comment was removed because moderators found the content offensive. I will respond to your comments, but please respect the views of everybody who comes here.”
10. React to your own mistakes and use your judgment. If you make a mistake, be up front about your error and correct it quickly. In a blog, if you choose to modify an earlier post, make it clear that you have done so. Remember that there are consequences to what you publish. If you are about to publish something that makes you uncomfortable, review the suggestions in this document. If you are still uncertain, discuss it with your manager. Ultimately, however, you have sole responsibility for what you post to your blog or publish in any form of online social media.
11. Do not forget the day job. You should make sure that your online activities do not interfere with your job, and do not talk about the Organisation in a derogatory way. Again, do not write anything that you would not write on the Organisation’s email/ headed paper, or talk about in a pub. Before you write anything, always refer to the above.

**The Organisation’s Protocol for Social Media Use**

If you already use social networks or blogs for personal use and you have indicated in any way that you work for the Organisation, you should add a disclaimer that states that opinions on this site are your own. Remember that if you break the law using social media (for example by posting something defamatory), you will be personally responsible. If someone, from the media or press, contacts you about publications you have made using social media, you should talk to your manager before responding.

You must adhere to the following principles:

* We are all responsible for keeping records.
* All information created as part of your job role constitutes a record of the Organisation and is evidence of the Organisation’s work and may be needed for reference by others in future.
* All information is subject to a retention period, specifying how long it must be kept.

## **WHISTLE-BLOWING POLICY**

This Whistle-Blowing Policy has been introduced in response to the Public Interest Disclosure Act 1998 and provides a procedure which enables employees to raise concerns about what is happening at work, particularly where those concerns relate to unlawful conduct, financial malpractice, or dangers to the public or the environment. The object of this policy is to ensure that concerns are raised and dealt with at an early stage and in an appropriate manner. The Organisation is committed to its Whistle-Blowing Policy. If you raise a genuine concern under this policy, you would not be at risk of losing your job, nor would you suffer any form of detriment as a result. As long as you are acting in good faith and in accordance with this Policy, it does not matter if you are mistaken.

**How the Whistle-Blowing Policy Differs from the Grievance Procedure**

This policy does not apply to raising grievances about an employee’s personal situation. These types of concerns are covered by our Grievance Procedure. The Whistle-Blowing Policy is primarily concerned with where the interests of others or the Organisation itself are at risk. It may be difficult to decide whether a particular concern should be raised under the Whistle-Blowing Policy or under the Grievance Procedure, or under both. If you have any doubt as to the correct route to follow, please consult HR.

**Protecting the Employee**

The Organisation will not tolerate harassment or the victimisation of anyone raising a genuine concern under the Whistle-Blowing Policy. If you request for your identity to be protected, all possible steps will be taken to prevent your identity becoming known. If the situation arises where it is not possible to resolve the concern without revealing your identity (e.g., if your evidence is required in court), the best way to proceed with the matter will be discussed with you.

You should be aware that, by reporting matters anonymously, it will be more difficult for the Organisation to investigate them, to protect the employee and provide employee feedback. Accordingly, while the Organisation will consider anonymous reports, this Policy does not cover matters raised anonymously.

**How the Matter Will Be Handled**

Once you have informed the Organisation of your concerns, they will be examined, and the Organisation will assess what action should be taken. You would be told who is handling the matter, how they can be contacted and whether any further assistance will be needed. If you have any personal interest in the matter, this should be declared at the outset. If the concern falls more properly within the Grievance Procedure, then you would be told this.

**How to Raise a Concern**

If you have a concern about malpractice, this should be raised initially with your manager. This may be done orally or in writing. You should specify at the outset if you wish the matter to be treated in confidence. If these channels have been followed and you still have concerns, or if you feel the matter is so serious that you cannot discuss it with the above, you should discuss it with HR.

**Matters Raised Maliciously**

Employees who maliciously raise a matter that they know to be untrue will be subject to the Disciplinary Policy and Procedure.

## **BRIBERY & CORRUPTION POLICY**

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

## **EMAIL, INTERNET, COMPUTER, FAX, AND TELEPHONE FACILITIES POLICY**

The provision of email, fax and telephone facilities is essential for the efficient and proper working of the Organisation. The email, internet, phone, and fax systems are therefore provided for business-related purposes only. The contents of all emails sent must comply with the restrictions set out in these guidelines.

**Use of Facilities**

Email and internet facilities including the use of internet message boards and similar services must not be used for accessing or downloading non-work-related materials during working hours. Messaging software e.g., Instant Messenger must also not be used during work time unless for work related business. Not only does non-work-related material substantially increase the risk of failure of [COMPANY NAME]’s IT applications, but defamatory, pornographic discriminatory and other obscene material introduced from email or the internet, places the Organisation and staff at risk, and will not be tolerated. Any material that is, or could reasonably be perceived to be defamatory, discriminatory, obscene, or pornographic and any junk email e.g., jokes, chain letters and advertising must not be sent by email or any other form of electronic communication or displayed or stored in the Organisation’s computers. Accessing storing, displaying, or sending such material will constitute a serous disciplinary offence and may be treated as gross misconduct.

Emails or files containing such kinds of material should be deleted. They must not be forwarded or responded to. Unsolicited material should also be deleted, and attachments left unopened. If the sender is an acquaintance, they should be made aware of the Organisation’s policy and asked to desist. You may use the internet, email, and other computer facilities for personal use during your breaks as long as you comply with the wider elements of this Policy. You should have no expectation of privacy in respect of personal use as the Organisation will not be able to differentiate between business and personal use when monitoring its systems.

Care should be taken to ensure that suitable antivirus software is running on machines and is up to date. You must not load or download from the internet any software onto your computer without the express authority of your manager. Your manager must be kept aware of all passwords used on [COMPANY NAME] computer and you must not change any passwords without communicating them to your manager.

**Drafting Emails**

All emails should be drafted with care. Derogatory remarks in emails, whether about employees, customers or competitors or others, are prohibited. Written derogatory remarks, even when made in jest, could constitute libel. Since the email and internet facilities provided are designed to assist you in the performance of your work, you should have no expectation of privacy in any email sent or received or in your use of the internet. Regular sweeps of internet and email records will be made by the Organisation to ensure that these guidelines are followed.

**Telephone and Fax Facilities**

Phones and fax facilities owned by the Organisation may only be used for personal use (including incoming phone calls) in the event of any arising emergency. Use of such facilities in this way is expected to be a rare occurrence. Misuse of this privilege will result in disciplinary action.

**Use of Personal Mobile Phones**

Personal mobile phones may be kept on during working hours, but their use must not unreasonably interfere with the normal duties that the employee is required to perform in accordance with their contract of employment. This clause relates to all aspects of phone usage including texts, calls, emails, and social networking.

**Use of Business Mobile Phones**

Personal use of business mobile phones is not permitted unless in emergency situations. Any personal use of a business mobile that is undertaken will entitle the Organisation to deduct such sums directly from your salary. In addition, you may face disciplinary action.

**Disciplinary Procedures**

Misuse of the email, the internet facilities, [COMPANY NAME]’s phone, the Organisation’s fax machine, or the personal mobile phones in breach of these guidelines will be treated as a formal disciplinary matter and will be dealt with in accordance with the Organisation’s disciplinary procedures.

## **ADVERSE WEATHER POLICY**

This policy will come into operation where there are adverse weather conditions, but the Organisation premises and/or work sites are safely able to remain open. Where this is not the case, them employees are not expected to attend work but those who can work from home will be expected to do so. Where your current work site is closed you may be directed to attend the Organisation’s premises or a different worksite depending on the location and the prevailing conditions. If weather conditions markedly deteriorate during the working day causing [COMPANY NAME]’s premises and/or work sites to close, then you will not be expected to attend work from the specified time of closure, though you may still be expected to work from home.

We recognise that there may be occasions when staff suffer severe difficulties in attending the workplace due to exceptional weather conditions or serious disruption to the transport system. In such circumstances every reasonable effort should be made to obtain alternative transport to work unless it is dangerous to do so. If any employee is not able to safely reach their place of work, they should contact your manager as soon as possible to discuss the circumstances. The points that will need to be considered are:

* The reason for the disruption.
* The distance involved.
* The prevailing weather conditions.
* The time of day.
* The member of staff’s individual circumstances.

If the disruption lasts for more than one day, members of staff are expected to speak to your manager on a daily basis. Where your manager accepts transport difficulty as a justifiable reason not to attend work, one or more of the following arrangements will apply:

* Employees who can work at home should do so.
* Those who live within walking distance to work should walk to work.

It may be possible for any lost time to be made up though working an alternative day or through extended hours. This should be agreed by your manager, to avoid it being unauthorised absence.