



## Employee Handbook

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## 1. Introduction to your Employee Handbook

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### Welcome!

The Management team welcomes you to The Ecology Centre (TEC). We hope that your time with us will be fulfilling and productive. We aim to provide a professional, commercial and quality environment for you to work and develop within. To support this, we have developed your handbook to outline key aspects of working for TEC. We hope you find it interesting and useful. More importantly, as it relates to your employment with TEC and you should read it carefully.

Sections of this Handbook, Policies and Procedures together with your Contract of Employment and subsequent variations thereto (normally in writing) will form the basis of your employment terms and conditions with TEC. It is your duty to read these and familiarise yourself with them. In turn TEC commits to applying these policies in a fair and consistent manner.

Where a number of people work for an Organisation it is necessary to have a code of conduct to ensure that everyone understands what is expected of them. You should therefore study all of the rules contained in the handbook and conduct yourself in a responsible manner towards your fellow employees, TEC and its property.

Equal opportunities are important to us and we will not tolerate any discrimination of any sort neither will bullying, harassment nor victimisation be accepted. Any allegation in regard to discrimination, bullying, harassment or victimisation should be reported immediately and as a result will be taken very seriously. Please see our policies for further details.

Updates to this Handbook will be issued from time to time – you will be advised of this when it happens and it will be your responsibility to ensure that you are conversant with any changes.

### About Us

The Ecology Centre was founded in 1998 with the main aims of:

- Providing first class environmental experiences, trailer to the needs of those who come here to learn and participate
- To improve health and wellbeing, increasing individual's skills and encourage social contact by providing volunteering experiences for people with a range of backgrounds
- To strengthen the sense of community through event and activities.
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### Induction

Every employee who joins the Organisation will receive an induction appropriate to their job role. Firstly, you will receive a tour to familiarise you with the location of departments, fire safety equipment and exits, first aid

equipment etc. The second aspect of your induction will be an extended introduction to your job role which will take a number of months to complete and you will be guided through this by your Line Manager. Our aim is to support and develop you in your role so that you feel confident to undertake the responsibilities placed upon you. Copies of your induction checklist and evaluation sheets will be made available to you by your line manager on your first day with us.

### **Employee Learning and Development**

At the start of your employment you will receive training for your specific job, and as your employment progresses your skills will be extended to encompass new job activities within the business where this is appropriate and practicable. The Organisation is committed to developing its employees and will continually encourage further development through the Organisation performance review process. To this end the Organisation undertakes to invest in its people, however, in the event that the Organisation requires to arrange high cost external training for the improvement of your skills you may be required to agree to some refund of these costs in the event that you terminate your employment within an agreed period. You will be advised of any such requirement before training shall commence and be required to sign the appropriate documentation, unless otherwise confirmed in your contract of employment.

### **Reviewing Your Performance**

The Organisation operates a process whereby we regularly review your performance. This is likely to be carried out at least once a year and you may have regular one to one meetings throughout the year to discuss progress.

### **Promotion**

The Organisation is committed to equal opportunity for promotion and will actively encourage internal career progression.

We hope that your career with the Organisation will be a rewarding and happy one.

## **2a. Terms and Conditions**

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### **Introduction**

The under noted provisions in 2a, 2b and 2c are express terms in your contract of employment with the Organisation and together with your Contract of Employment establish your requirements as an employee.

### **Background Checks**

#### **Purpose**

If your role requires you to be checked through PVG (Scotland).

The Organisation is fully compliant with the Code of Practice issued by Ministers regarding the correct handling, holding and destroying of Disclosure Information provided by PVG Scotland under Part V of the Police Act (1997) for the purposes of assessing an applicant's suitability for positions of trust. The Organisation also complies fully with the Data Protection Act (1998) and other relevant legislation regarding the safe handling, use, storage, retention and disposal of Disclosure information.

PVG Disclosure checks are relevant for positions that involve a greater degree of contact with children, young people, or vulnerable adults. The PVG Disclosure Certificate contains information concerning spent and unspent convictions and may contain other information held on police records.

#### **Employee Responsibilities**

Should any aspect of your disclosure status change during the course of your employment, it is your responsibility to inform the Organisation in the first instance. Failure to do so may result in the termination of your employment.

#### **Usage**

We use Disclosure information only for the purposes for which it has been provided. The information provided by an individual for a position within the Organisation is not used or disclosed in a manner incompatible with the purpose. We process personal data with the consent of the individual. We notify the individual about any non-obvious use of the data.

#### **Access & Storage**

We do not keep Disclosure information on an individual's personnel file. It is kept securely, in lockable, non-portable storage containers. Access to these storage containers is strictly controlled by authorised and named individuals, who are entitled to see such information in the course of their duties. Authorised persons are the Director and HR and Payroll.

#### **Handling**

The Organisation recognises that under section 124 of the Police Act (1997) it is a criminal offence to disclose Disclosure information to any unauthorised person. Therefore, Disclosure information is only passed to those who are authorised to see it in the course of their duties. The Organisation will not disclose to the applicant information provided under section 115(8i) of the Police Act (1997), namely information which is not included in the Disclosure.

#### **Retention**

We will not keep Disclosure certificates and/or criminal conviction information for any longer than is required after recruitment (or any other relevant) decision has been taken. In general, we will retain the Disclosure Certificates for no longer than 90 days, and thereafter, will only retain a record of the date of issue of Disclosure, the name of subject, the position for which the Disclosure was requested and the unique reference number of the Disclosure certificate.

Disclosure information will normally only be retained for a longer period in exceptional circumstances. The same conditions relating to secure storage and access will apply during any such period. We will not retain any image or photocopy or any other form of the Disclosure information.

### **Disposal**

Once the retention period has elapsed, we will ensure that the Disclosure information is immediately disposed of in a secure manner, i.e. shredding.

### **Renewal of Disclosure**

Disclosure information will be renewed in line with the regulations set by the Care Commission.

### **Probationary Period**

You will join us on an initial probationary period as stated in your Contract of Employment. During and at the end of this period an assessment will be made of your conduct and work performance and, if satisfactory, you will be confirmed as a member of our team. However, if your conduct and/or work performance is not to the required standard we may either extend the probationary period or terminate your employment, giving you notice according to your Contract of Employment. This does not prejudice our right to dismiss without notice for reason of gross misconduct, should that be necessary. (See the Disciplinary procedure for further information.) In addition, we reserve the right not to follow our full capability or disciplinary procedures during the probationary period or in the first two years of service.

### **Hours of Work**

The Organisation aims to provide reasonable working hours and will endeavour to resource the organisation so that work can normally be completed during these hours. The nature of the business is such that there will inevitably be peaks and troughs in the workload and you are expected to work such additional hours to suit prevailing circumstances.

Whilst at work, you will be expected to devote the whole of your working time to the business of the Organisation and use your best endeavours to promote the interests and welfare of the Organisation and its employees. At any time where your work has come to a standstill or you are unsure what to do next you should speak to your Line Manager to seek direction or more work.

### **Time of Lieu**

Normally, the Organisation will request that any time worked over and above your working hours, with prior approval of your Line Manager, will be taken as Time of In Lieu (TOIL).

### **Working Time Regulations**

Legislation in respect of working hours, Working Time Regulations 1998, sets out that employees are not required without their express consent to work more than an average of 48 hours per week when averaged over a 17-week period. In exceptional circumstances where your working pattern is likely to exceed this for a period, the Organisation will first seek your written consent.

### **Organisation Telephones**

Organisation telephones and Organisation issued mobile telephones are for business purposes only. Should you require to use an Organisation telephone for an emergency or private use, you must first seek authorisation. If it is found that you are using the Organisation's telephone systems for personal use any costs associated will be deducted from your pay, this is an explicit term of your employment. Excessive use may be subject to disciplinary action up to and including dismissal.

It is illegal to use a mobile telephone/device when driving. If you have an approved hands-free mobile telephone set installed in a vehicle and it is safe to do so you may answer a call, however the Organisation advises against making calls/sending messages using a device. Should you wish to make a call/send a message you should pull into the side of the road, stop the vehicle and turn off the engine to make and receive calls/messages.

## **Alcohol and Drugs**

You are not permitted to consume alcoholic liquor; illegally classified drugs or other intoxicants or have such items in your possession whilst on duty on the Organisation's or client premises for any reason.

You must not be unfit for work through consumption of alcoholic liquor or drugs (including those prescribed by your doctor) during all working hours, including overtime. If your performance, conduct or attendance at work is affected as a result of alcohol or drugs, or we believe you have been involved in any alcohol or drug related action/offence, you will be sent home without pay. In most cases sending you home will be done in the interests of Health and Safety to protect you, fellow employees and customers. However, dependent on the circumstances you may be subject to disciplinary action which could lead to your dismissal.

## **Random Testing**

- The Organisation reserves the right to subject you to random alcohol and/or drug testing to ensure the health and safety of all including employees, customers, and members of the public.
- It is a condition of your employment that you consent to such tests taking place and any refusal or failure to attend such testing will be treated as though you have failed that test.
- Where you have been involved in a workplace accident or incident you may also be required to undertake a test.
- Should the test result in a positive outcome, you may be sent home without pay and this may be grounds for disciplinary action up to and including dismissal.
- The Organisation reserves the right to search you or your property or your car held or parked on the Organisation's premises, at any time that your Line Manager reasonably suspects that there has been a failure to adhere to this policy.
- Failure to give consent, refusal to be tested, or refusal to comply with the search procedure will also be grounds for disciplinary action up to and including dismissal.

## **Assistance**

Further assistance is available from local agencies if you feel you have a problem with alcohol and/or drugs. You are encouraged to make contact with your local agency. Requests for time off to attend meetings with these organisations will be treated sympathetically and confidentially by the Organisation.

## **Smoking/Vaping**

Any person caught smoking or vaping on Organisation or client premises will be subject to the Organisation's disciplinary procedures, up to and potentially including summary dismissal. If you are taking a smoking or vaping break outside of Organisation or clients premises you must ensure that you are in a discrete and designated location and do not litter this location.

## **Job Mobility and Flexibility**

Your place of work will be as stated in your Contract of Employment and various client sites across Scotland or such other place as the Organisation may reasonably require of you from time to time. You may be required to work at another client site within a reasonable distance from your usual place of work or you may be required to travel throughout the UK. Any such requirement will be fully discussed with you prior to any decision being taken.

According to the needs of the business, it may be necessary for you to perform permanent or temporary duties different from those to which you have become accustomed. In such circumstances, you are required to do work which you are reasonably capable to undertake and training will be provided if necessary.

Requirements that constitute significant changes to your terms and conditions will be agreed with you prior to any change being made.

## **Timekeeping**

You are expected to report for work punctually every day and remain at work until normal finishing time in accordance with your Contract of Employment. Poor timekeeping may be subject to disciplinary action. You must not leave early before a break or before your normal finishing time without permission from your Line



Manager. If, for any reason you are going to be late for work you must notify your Line Manager personally by telephone. However, telephoning will not necessarily excuse your lateness.

If you become frequently late for work your Line Manager will discuss this with you informally. Further occasions of lateness may lead to disciplinary action being taken, following the appropriate progressive stages of the Organisation's disciplinary procedures.

You are required to log your working hours on the Organisations time log spreadsheet. Fraudulent completion of a timesheet may lead to disciplinary action and could result in your dismissal.

### **Right of Search**

The Organisation reserves the right, in certain circumstances, to invite any employee in the presence of an official of the Organisation and a fellow employee of your own choice to reveal the contents of any bag, locker, container or the luggage boot or the interior of any motor vehicle. Failure to agree to a search may lead to disciplinary action and could result in your dismissal.

### **Copyright**

All written material, whether held on paper, electronically or magnetically, which was made or acquired by you during the course of your employment with us becomes the property and Organisation copyright. When your employment is terminated with the Organisation, howsoever caused, you shall return to your Line Manager any material of this nature in your possession.

### **Data Protection**

In the course of your work you may come into contact with or use confidential information about employees, clients, customers and suppliers, for example their names and home/business addresses and confidential personal and/or business detail. Data Protection legislation requires compliance to principles when managing and processing personal and sensitive data of individuals and employees'. Information protected by the legislation includes not only personal data held on computer but also certain manual records containing personal data, for example employee personnel files that form part of a structured filing system. If you are in any doubt about what you can or cannot disclose and to whom, do not disclose the personal information until you have sought further advice from your Line Manager. You should be aware that you can be criminally liable if you knowingly or recklessly disclose personal data in breach of the law and must report it immediately. A serious breach of data protection is also a disciplinary offence and will be dealt with under the Organisation's disciplinary procedure. If you access another employee's personnel records or confidential customer records without authority, this constitutes a gross misconduct offence and could lead to your summary dismissal. The Organisation outlines how it aims to fulfil its data protection obligations in the 'Data Protection policy and guidelines' contained in the chapter of Organisation policies in this handbook. You are required to read and familiarise yourself with your obligations and if you have any questions or concerns speak to your Line Manager in the first instance.

### **Other Employment/Conflict of Interest**

Whilst in our employment, in order that the Organisation can comply with Working Time Regulations you are required to advise your Line Manager if you have, or intend to take, an additional job. It is your responsibility to ensure that your personal business or financial interests do not conflict with your responsibilities to the Organisation nor impair your ability to carry them out.

You must avoid circumstances in which a conflict of interest on your part may arise. This includes such circumstances as:

- Business, social or personal involvement with suppliers, contractors, clients or competitors.
- Acceptance of discounts on purchases or gifts of goods or services of any value.
- Misuse of confidential information.
- Conduct of business or other activities unrelated to the Organisation which interfere with the performance of your employment duties.

If you are in any doubt you should contact your Line Manager in the first instance.

### **Code of Conduct**

It is expected that you maintain the highest standards of professionalism in all dealings with customers, colleagues and other individuals. Where your conduct does not meet the required standard, you may be subject to the Organisation's disciplinary procedure.

### **Customer Relations**

Our business provides services to clients and it may be the case that on occasion a client specifies that they no longer wish you to work on their account and require us to remove you, as per the contract they have with us. In this situation, we will investigate the reasons for their request and only after satisfying ourselves that there is no other option as far as the client is concerned, and their reasons are not illegal, we may remove you from a particular account. If we have alternative work for you, we will transfer you to another account. If we are not able to provide you with alternative work, only after exhausting all options, may we have to terminate your employment with the Organisation. This scenario would be considered separately from any simultaneous disciplinary action.

### **Organisation Property**

You are not permitted to remove any property, equipment, products or materials belonging to the Organisation or customers unless you have permission from your Line Manager. Failure to observe this rule may be regarded as theft and gross misconduct.

You are expected to protect the property of the Organisation and that of other employees and customers whilst engaged in your duties. This covers equipment, tools, materials etc. which may be used in pursuit of your job. Wilful damage to the Organisation's property or equipment or that of other employees or customers may be regarded as gross misconduct.

### **Keyholding/Alarm Setting**

If you are an allocated key holder, you must ensure that all procedures and guidelines are followed when securing the building prior to leaving. The keys and any alarm codes must be kept safe at all times. You must not give the keys or alarm code to any third party unless authorisation is obtained from a Manager. Any loss or damage caused as a result of your failure to follow procedures or your negligence in ensuring the safekeeping of the keys and alarm code will result in disciplinary action which could lead to your summary dismissal. We also reserve the right to deduct the cost of any loss, repair or replacement from any monies owing to you.

### **CCTV**

The Organisation has closed circuit television cameras on our premises for security purposes. The information collected by these cameras is monitored regularly by the Organisation. Images are securely stored and only a limited number of authorised people have access to them. We may provide copies to law enforcement agencies but will not otherwise provide images to 3<sup>rd</sup> parties. We reserve the right to use any evidence obtained from CCTV images in any disciplinary issue. The information is stored for a maximum period of 7 days.

### **Parking**

No liability is accepted for damage to private vehicles; you park your vehicle entirely at your own risk on Organisation or client premises.

### **Car Insurance**

If you are using your own car for business purposes, you must ensure that your car insurance provides adequate cover. Proof of adequate insurance, driving licence, tax and an MOT Certificate (where applicable), must be produced for scrutiny by the Organisation, upon renewal and at any time when so requested.

### **Driving Licence**

If it is a requirement of your job duties that you possess a current driving licence, the loss of such a licence as a result of a motoring conviction or on health grounds, may, if we are unable to provide suitable alternative

employment, lead to the termination of your employment. We will check your original driving licence and current / valid DVLA check code on an annual basis or at any other time throughout your employment.

### **Fines**

The Organisation will not be held responsible for any fines, e.g. parking, speeding etc. incurred by you whilst working for us. If we receive the summons on your behalf, we may pay the fine and deduct the cost from any monies owing to you. This is an express written term of your contract of employment.

### **Behaviour At Work**

You should use your best endeavours to promote the interests of the business and shall, during normal working hours, devote the whole of your time, attention and abilities to the business and its affairs. You should behave with civility towards fellow employees, and no rudeness will be permitted towards employees, clients, customers or members of the public. Objectionable or insulting behaviour, or bad language, will render you liable to disciplinary action up to and including dismissal.

### **Behaviour Outside Of Work**

Activities or actions that result in adverse publicity to the Organisation, or which cause us to lose faith in your integrity, or trust and confidence in you may give us grounds for your dismissal.

### **Gambling**

Gambling including online gaming on the Organisation's or client premises either within or outside of working hours is not permitted. Raffle or lottery tickets may only be sold during official breaks and with the prior permission of your Line Manager.

## 2b. Pay and Benefits

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### Pay Arrangements

Your rate of pay on joining the Organisation is specified in your Contract of Employment. Any changes to your rate of pay will normally be notified to you in writing.

Salaries will be paid monthly in arrears and be directly credited to your bank account on the 28<sup>th</sup> day of each month or the last Friday in the month if the month ends at a weekend. The pay period is Monday to Sunday.

If you leave the Organisation, your final salary payment, less any deductions will be made on the next available pay day.

The Organisation is notified of tax codes directly from HMRC. These will be automatically applied to pay calculations. No action can be taken on personal notices of coding (Income Tax Form P2) received by you.

You will be issued with a P60 annually as required by HMRC. You must keep this document safe as we are unable to reissue or replicate this.

The Organisation reserves the right to pay final salary payments by cheque.

### Expenses

Where you are required to travel on Organisation business, the Organisation will reimburse reasonable expenses incurred provided that they comply with the Organisation's Expenses Procedure and claims are accompanied by a duly issued VAT receipt.

Where travel involves using your own private car, mileage will be reimbursed at the prevailing rates. In this case, you should note that it is your responsibility that your motor insurance policy covers the use of your vehicle for normal Organisation business.

For full details of the Organisation's Expenses Procedure please ask your Line Manager.

### Holidays

#### Holiday entitlement – first and last year

During your first and last year of employment, holidays will be calculated on a pro-rata basis based upon your date of start or date of termination and the duration of your employment in that given holiday year.

- On commencement of employment no holidays will normally be granted within the first three months of employment unless by prior agreement.
- On termination of employment any accrued untaken holidays will be paid, calculated on the above pro-rata basis. If holidays taken are in excess of accrued entitlement, appropriate deductions will be made from your final salary. The Organisation reserves the right to require you to take accrued holidays during your notice period.

#### Holiday requests

- Requests for holidays should be made on TEC HR system no less than one month prior to the proposed date of your holiday.
- Holiday arrangements should not be made until a holiday request form has been authorised.
- No more than two weeks will normally be allowed to be taken at any one time.
- For holiday planning purposes, you may be asked to forecast your preferences in January for the current holiday year. Every effort will be made to accommodate requests, although at times due to work commitments it may not be possible to grant holidays at times requested and you will be told if your request causes a problem.
- The Organisation will not accept any financial liability for the cancellation of travel arrangements which have been made for holidays not authorised by your Line Manager.

### **Unused holidays**

You must take your full holiday entitlement within the leave year; this is to ensure you have a sufficient break from work. Holidays not used will not be paid for. Only in exceptional circumstances will the Organisation consider requests to carry forward unused holidays from one year to the next. If you are on long term sick leave you will only be entitled to carry over four weeks holiday leave.

### **Shutdown**

You are required to reserve a certain number of days from your holiday entitlement to cover any shutdown the Organisation may opt to make between Christmas and New Year. These days tend to be: -

- Christmas Eve
- Christmas Day
- Boxing Day
- Hogmanay
- New Year's Day
- 2<sup>nd</sup> January

In the event that these days change, you will be advised of this in advance.

### **Sick Pay**

#### **Organisation sick pay entitlement**

On successful completion of your probationary period, including any extensions, should you be absent from work due to sickness or injury, you will be eligible to receive Organisation sick pay for specified periods as per your Contract of Employment and subject to compliance with the Organisation's reporting and notification procedures. Organisation Sick Pay will be a sum equivalent to your normal salary (pro rata for part time employees) and shall include any entitlement to Statutory Sick Pay (SSP) that you may have.

Thereafter, you may be due to receive SSP in accordance with current legislation (and meeting certain eligibility conditions). Your qualifying days are the days on which you would normally work.

Certain employees are excluded from receiving SSP, e.g. employees who earn below the lower earnings limit for National Insurance purposes. SSP is subject to Tax and NI deductions.

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

If you are absent from work due to sickness or injury, you may be due to receive SSP in accordance with the statutory provisions applicable at the time, provided you meet the eligibility conditions and subject to your compliance with the Organisation's reporting and notification procedures. Your qualifying days are the days on which you would normally work.

Certain employees are excluded from receiving SSP, e.g. employees who earn below the lower earnings limit for National Insurance purposes. SSP is subject to Tax and NI deductions.

#### **Discretionary pay**

Any payment made in addition to the above contractual or statutory sick pay entitlements shall be paid at the sole discretion of the Organisation at such rate and for such period as the Organisation shall determine.

#### **Refundable sick pay**

In the event of the Organisation paying Organisation Sick Pay and / or making a Discretionary payment for any period of absence in respect of illness or injury caused by the fault or negligence of a third party, such payments shall be a loan only, refundable to the Organisation from any successful claim for damages.

### **Organisation Pension Arrangements**

Please contact your Line Manager for details of the current pension provision in place. If your level of earnings qualify you, you may be automatically enrolled in a suitable pension scheme. In these circumstances, the

Organisation will make deductions from your pay and also make contributions as per the minimum legislative requirements, unless otherwise stipulated in your Contract of Employment.

## **2c. Sickness Absence**

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### **Notifying the Organisation in the event of illness**

If you are absent for any reason you must notify your Line Manager by telephoning as far before your designated start time as possible but ideally at least one hour in advance. You should make the call in person. Text messages are unacceptable and leaving a voicemail should only be done as a last resort. You are required to provide the reason and the likely length of the absence. If the absence is due to an injury at work, this must be indicated at the time the call is made. Only in exceptional circumstances, where you are incapacitated i.e. in hospital, is it permissible to have someone call on your behalf.

The earlier notification of absence is given, the easier it is for the business to make alternative arrangements to minimise disruption to the workflow.

You should keep your Line Manager fully informed throughout your absence of your progress and comply with any instructions regarding the frequency with which you are required to contact the Organisation to provide an update on the progress of your absence.

Failure to notify absence or comply with these rules could result in the absence being treated as unauthorised and may result in loss of Organisation or Statutory Sick Pay. Moreover, you may be subject to disciplinary action up to and including dismissal.

### **Medical evidence**

If your period of absence due to sickness is for more than seven consecutive calendar days, you must provide the Organisation with a statement of fitness for work (medical certificate) from the 8<sup>th</sup> calendar day. You should continue to send statements of fitness for work to your Line Manager to cover your full period of sickness and for as long as your absence continues.

If you need to consult a doctor and the return to work date given in your original phone call to your Line Manager changes, then you must notify your Line Manager of the new likely return to work date

Failure to follow the absence notification procedures above could result in the absence being treated as unauthorised and may result in loss of Organisation or Statutory Sick Pay. Moreover, you may be subject to disciplinary action up to and including dismissal.

### **Return to work**

Following the first notification of absence you are required to update your Line Manager regularly. On return to work you must first report to your Line Manager, who may conduct a return to work interview with you. At this meeting your Line Manager may issue you with a Self-Certification form, which you should complete and sign the appropriate parts in the presence of your Line Manager. The Self-Certification form will be the official record of any medical absence covering a period of 7 calendar days or less. This is an official document and any falsification may result in non-payment of Organisation Sick Pay and Statutory Sick Pay and disciplinary action up to and including dismissal.

You may also be interviewed by your Line Manager on your return to work to establish your well-being.

### **Medical reports**

In the process of monitoring absence if your Line Manager identifies that you have been off work regularly for short spells or a prolonged period of time, they may seek your permission to contact your GP, hospital physician/surgeon etc., for a medical report. In certain circumstances the Organisation may require you to undergo a private medical examination arranged and paid for by the Organisation, prior to taking any objective decision which could affect your employment status.

Refusal to give permission to contact your doctor or to attend a medical examination arranged by the Organisation could lead to your Line Manager having to make an objective decision affecting your employment status which can only be based on the evidence available to him or her at that time.

## Absenteeism

When a pattern of short-term absence begins to emerge over a period of time, the Organisation will deal with this firmly, promptly, and consistently. Whether your attendance has deteriorated due to a short-term recurring illness or a long-term prolonged illness, a supportive approach will be taken. However, where an unacceptable level of absence continues, your Line Manager may deal with this through the Organisation’s Capability Procedure or by following the appropriate progressive stages of the Organisation’s Disciplinary Procedures.

## Stress in the workplace

Workplace stress is a health and safety issue and the Organisation acknowledges the importance of identifying and reducing the causes of stress in the workplace.

### Definition of stress

The Health and Safety Executive defines stress as ‘the adverse reaction people have to excessive pressure or other types of demand placed on them’. This makes an important distinction between pressure, which can be a positive state if managed correctly, and stress which can be detrimental to health.

The effects of long-term stress can be seen in physical, intellectual, emotional and behavioural signs.

<b>Physical signs</b> Headaches Crying Tension Indigestion Breathlessness Nausea (feeling sick) Tiredness/can’t relax Weight gain/loss Fainting Excessive sweating Frequent colds, flu, other infections Constipation/diarrhoea Palpitations	<b>Intellectual signs</b> Difficulty in making decisions Inability to concentrate Worrying Bad dreams Impaired judgement Making mistakes Persistent negative thoughts
<b>Emotional signs</b> Anger Irritability Moodiness Tension Sensitivity to criticism Drained, no enthusiasm Job dissatisfaction Reduced self-esteem Loss of confidence	<b>Behavioural signs</b> Restlessness Disturbed sleep/insomnia Drinking more alcohol Smoking more Not looking after oneself Lying to cover up mistakes Reckless driving Anti-social behaviour Reduced sex drive

To ensure that you are minimally impacted by stress:

- The Organisation will identify all workplace stressors and conduct risk assessments to eliminate or control the risks from stress. These risk assessments will be regularly reviewed.
- The Organisation will provide training for all managers and supervisory staff in good management practices.

Where you are absent as a result of stress:

- The Organisation may refer you to an Occupational Health Specialist in order to understand your prognosis and what support they can offer you.
- The Organisation will agree a contact plan with you so that they have the space and time required to manage your stress related symptoms, while still maintaining contact throughout your absence.



- Where your stress related absence is symptomatic of an underlying health condition, the Organisation will support you in line with the Capability Procedure.

### **Sickness During Holidays**

If you are taken ill or are injured during a holiday you may receive further holidays in lieu, provided you have:

- Telephoned your Line Manager in accordance with the Organisation's absence reporting procedures as soon as you know you will have a period of incapacity during your holiday.
- Provided medical evidence for the whole duration of the period of absence (in English).
- Written within (10 days) of your return to confirm how many days of your holiday were affected by sickness.

You are responsible for any charges resulting from your request for medical evidence.

If eligible, you will be entitled to receive Statutory Sick Pay only for any period of sickness absence that occurs during a holiday.

If you have not fulfilled all of the above conditions, your period of absence will either be treated as holiday or unpaid leave.

You must request to take any replacement holiday in accordance with the Organisation's holiday booking policy and should endeavour to take the replacement holiday in the holiday year in which it was accrued. The Organisation may require you to take all or part of your replacement holiday on particular days and will endeavour to provide you with reasonable notice of this.

If you are absent due to long term illness you will be entitled to carry over four weeks' holiday leave, and if unable to return to work, receive payment for these accrued and untaken holidays.

### **Long Term Absence**

Long term absence is considered to be when you have been absent for four weeks continuously. Where you are off work long term the Organisation will discuss your absence with you and determine what can be done to facilitate a return to work. If, on the basis of medical evidence, it is felt that a return to work cannot be facilitated in the near future, one of the options the Organisation will consider is the termination of your employment on the grounds of incapability due to ill health.

### 3. General Organisation Guidelines

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The following rules and policies **do not** form part of your contract of employment, but set out the standards the Organisation expects of its employees and serve as guidelines on how you can expect the Organisation to deal with certain issues.

#### Uniform and Personal Presentation

It is the Organisation's policy that your grooming and personal hygiene should be appropriate to the work situation. If you are issued with Personal Protective Equipment you are expected to wear these at all times and keep them clean and laundered.

#### Personal Circumstances

From time to time your personal circumstances may change. For example, your surname, address, telephone number, bank details etc. You should notify your Line Manager of these changes in order that accurate personal records can be kept for you and you may be required to complete and sign a relevant Change of Personal Details form.

#### Bribery

The **Bribery Act 2010** defines bribery as the giving or taking of a reward in return for acting dishonestly and/or in breach of the law. There are four different classifications of bribery:

- Bribing another person.
- Being bribed.
- Bribing a foreign public official.
- Failure to prevent bribery.

If any individual offers you a bribe you should report this to your Line Manager immediately.

Under the **Bribery Act 2010** appropriate gifts and hospitality are acceptable. If you are offered any gift or hospitality you should not accept it without approval from your Line Manager.

Your Line Manager may grant permission for you to accept a small gift. However, gifts of a value of £20 or more may not be accepted.

During your employment with the Organisation you should never offer a gift or hospitality to a customer, supplier or other person with the intention of gaining a business advantage. Any business gifts or invitations to hospitality events that are issued must always be agreed by your Line Manager in advance.

If you are found to have accepted or given any bribe you will face disciplinary action, up to and including dismissal.

#### Statements to the Media

Any statements to reporters from newspapers, radio, television, etc., will be given only by Chairperson or other members of senior management to whom the responsibility has been expressly delegated.

#### Social Networking Sites

The Organisation recognises that in your own private time you may wish to publish content on the internet. For the avoidance of doubt, such activities are expressly prohibited during work time or using the Organisation's systems. You must not post any content to the internet, written, vocal or visual, which identifies, or could identify, you as an employee of the Organisation. You must not discuss your work or anything related to the Organisation or its business, customers or staff which may be or is detrimental to the Organisation its customers, client relationships, associates or staff. If in doubt you are advised not to post any material relating to the Organisation or its staff on the internet. If you think that something on a blog or a website could give rise to a

conflict of interest and in particular concerns issues of impartiality or confidentiality required by your role then this must be discussed with your Line Manager.

For the avoidance of doubt, anything that you post on a social media site about you or your personal life is considered by the Organisation to be in the public domain and we reserve the right to use your post or blog as required as evidence in any disciplinary matter.

### **Personal Mobile Telephone Use**

Personal use of mobile telephones whilst at work is permitted, however, this must not distract you from carrying out your duties. In the event that your performance and / or conduct is below the standards expected due to the use of personal mobile telephone, you will be required to turn your mobile telephone off and will not be permitted to use it whilst at work.

### **Lost Property**

If you lose or misplace anything you should report it to your Line Manager immediately. If you find any property on Organisation premises you should hand it in to your Line Manager.

### **Environment**

You are required to observe the Organisation's Environmental Policies as introduced and amended from time to time. In order to provide a cost-effective service, you are requested to use the Organisation's and customer's equipment, materials and services wisely. You should try to reduce wastage and the subsequent impact on the environment by ensuring that you close windows, avoid using unnecessary lighting or heating or leaving taps running, switch off equipment when it is not in use and handle all materials with care.

### **Children**

Children (under 12 years of age) will not be permitted into the Organisation's employee only areas or client premises except under exceptional circumstances and only with permission of management.

### **Employee Suggestions**

The Organisation operates an 'open door' policy on all employee matters. We encourage you to make constructive suggestions for improving the way we work. If you can find a better way of doing something or have a solution to a problem please discuss your ideas with your colleagues or Line Manager.

### **Jury Service/Witness in Court**

If you are selected for jury service you should inform your Line Manager and produce the court documentation at the earliest opportunity. If you are required to attend at a time that cannot be accommodated by the Organisation, your Line Manager may be required to make an application to the Court to defer your attendance.

You will be given time off without pay but you are entitled to claim from the Courts for loss of earnings up to a prescribed maximum and this should be done by the use of a claim form, which is obtainable from the Clerk of Court.

At the Organisation's discretion you may be reimbursed any shortfall in your normal earnings. In this event you should request the appropriate claim form from the Clerk of the Court. This should be completed by the individual and signed by your Line Manager.

If you are called as a witness in a court/legal proceedings or tribunal case the same procedure will apply.

### **Bereavement**

In the event you experience a death in the family you will be entitled to reasonable time off. As a general rule you will be entitled to up to two days off with pay for immediate family members, i.e. spouse, parent, child, sibling, grandparent and grandchild. Please refer to the Parental Bereavement Leave Policy within this Handbook for further details on time off and pay. For all other family members, you will be entitled to a day off with pay to attend a funeral. Any time off with pay, over and above this Organisation norm, will be at the sole

discretion of the Organisation. In the event that you lose a child under the age of 18 years, please refer to the Parental Bereavement Leave Policy contained within this Handbook.

### **Medical and Dental Appointments**

If you wish to attend a medical, dental or other related appointments (refer to Family Friendly Policies for information on ante-natal appointments) you should approach your Line Manager. Permission will not be unreasonably withheld but you should try to arrange routine appointments outside of working hours; failing that, as close to the start or the end of your working day as possible. In the event that you cannot avoid an appointment during working hours it is essential that you notify your Line Manager immediately. Wherever practical you will be expected to present your appointment card in advance. You will be required to make the time up or take annual leave. Leaving the premises following a refusal of leave may result in disciplinary action.

### **Severe Weather/Disruption to Travel**

The Organisation acknowledges that you may occasionally have problems travelling to and from work, due to either severe weather conditions or major disruptions to public transport (for example, train strikes). The Organisation will aim to adopt a reasonable approach to the situation protecting the health and safety of all its employees, whilst also ensuring that the business is not unduly disrupted by external factors.

#### **Duty to report for work**

You should make every effort to attend work in all circumstances without putting your personal safety at risk. When severe weather conditions occur or where there are major disruptions to public transport, you should take steps to obtain advice on the position from the appropriate external agencies and allow extra time for your journey, making alternative travel arrangements where appropriate. You will still be expected to attend work on time. Recurring unjustified or unacceptable absence or lateness may give rise to disciplinary action under the Organisation's disciplinary procedure.

#### **Accepted absence or lateness**

If you are unable to attend work or are going to be delayed by the weather conditions or public transport disruptions, you should contact your Line Manager as soon as possible to discuss the position.

Where the Organisation accepts that you have used your best endeavours to attend work but you have been unable to do so, or you are late because of the severe weather conditions or major disruptions to public transport, your Line Manager will discuss the options with you. At the Organisation's discretion, you may be required or permitted to:

- Make up the time lost at a later date.
- Take any absence from work as part of your annual leave entitlement.
- Take any absence from work as special unpaid leave (in this case, your pay will reduce accordingly to take account of the hours/days you have not worked).
- Work from home.

The Organisation may base its decision on your individual circumstances, for example the distance from your home to your place of work, your mode of transport and how viable it is for you to work from home, and on the needs of the Organisation.

#### **Other considerations**

If severe weather conditions or major disruptions to public transport occur during the working day which will cause problems for you travelling home, your Line Manager will discuss whether you should leave work early. The Organisation will again base its decision on your individual circumstances, the needs of the business and advice from external agencies.

In exceptional circumstances it may be necessary for the Organisation to close taking advice from appropriate agencies. In these circumstances you will be paid as normal.

Employees who are already on leave (holiday, maternity, sickness, etc.) will not be entitled to a day off in lieu if the Organisation closes.

## 4. Organisation Policies

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### Introduction

The under noted policies in section 4 **do not** form part of your contract of employment, but will serve as guidelines on how you can expect the Organisation to deal with certain issues.

### Capability Policy and Procedure

The Organisation promotes fairness and the opportunity for success at work for all those working with the Organisation.

From time to time your performance may not meet the required standard or level. This procedure provides a framework for supportive action for Managers and employees to help address such issues; this procedure is therefore not intended to be punitive but a supportive mechanism to encourage the achievement of success.

During your first two years of employment the Organisation may elect to bypass any of the stages outlined in this procedure prior to dismissal.

### The Informal Procedure

If the nature of your job changes or if your Line Manager has general concerns about your ability to perform your job he/she will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve before resorting to the formal procedure. You do not have the right to be accompanied as these are informal discussions.

Minor or one-off incidents of poor performance may result in a "Note of Concern" letter being issued by your Line Manager. This "Note of Concern" will be held in your employee file.

It is hoped that in most cases this will quickly resolve most difficulties. Where you fail to improve and/or sustain the required improvement the formal procedure will be instigated.

There is no right of appeal against a "Note of Concern" issued through an informal meeting.

### The Formal Capability Procedure

At any stage in the formal procedure you may elect to be accompanied by a fellow employee, a trade union representative, or an official employed by a trade union. A trade union representative who is not an employed official must have been certified by their union as competent to accompany a worker. You are not entitled to be accompanied by any other person and must not compel a fellow employee to attend as your companion.

### Formal management

If your standard of performance is considered unsatisfactory you will be issued with a Stage 1 Written Warning (in accordance with the Organisation's Disciplinary Policy and Procedure), making the level of performance that is required clear and that a failure to improve and to maintain the performance required could lead to further disciplinary action. The Organisation will also consider the possibility of a transfer to more suitable work if possible.

If there is no improvement in your standard of performance after a reasonable period of time and the Organisation cannot transfer you to more suitable work, or if your level of performance has a serious or substantial effect on the business or its reputation, you will be issued with a Stage 2 Written Warning (in accordance with the Organisation's Disciplinary Policy and Procedure), making the level of performance that is required clear and that a failure to improve and to maintain the performance required could lead to further disciplinary action. The Organisation will also consider the possibility of a transfer to more suitable work if possible.

If there is still no improvement after a reasonable time and the Organisation cannot transfer you to more suitable work, or if your level of performance has a serious or substantial effect on the business or its reputation, you will be issued with a Final Written Warning (in accordance with the Organisation's Disciplinary Policy and Procedure), advising you risk being dismissed unless the required standard of performance is achieved and maintained.

Please refer to the Organisation's Disciplinary Policy and Procedure for information on periods of warnings.

If such improvement is not forthcoming after a reasonable period of time, you will be dismissed with the appropriate notice.

### **Capability Considerations (Ill Health & Absenteeism)**

Personal circumstances may arise which do not prevent you from attending work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). Or there may be personal circumstances which prevent you from attending work, either for a prolonged period(s) or for frequent short absences. Under these circumstances, we will need to know when we can expect your health to improve or attendance record to reach an acceptable level.

If either situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice. Under normal circumstances this can be obtained by asking your own doctor for a medical report. Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise. We also reserve the right to request that you be examined by a doctor appointed and paid for by the Organisation.

When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

## **Mental Health and Wellbeing Policy**

The Organisation recognises that mental health is as important as physical health and is committed to the protection and promotion of the mental health and wellbeing of its employee. We aim to provide a working environment that promotes and supports the mental health and wellbeing of employees through workplace practices. The Organisation believes that the mental health and wellbeing of our employees is key to organisational success and sustainability. Employees are encouraged to take responsibility for their own mental health and wellbeing.

The Organisation shall continuously strive to improve the mental health environment and culture of the Organisation by identifying, eliminating, or minimising all harmful processes, procedures and behaviours that may cause psychological harm or illness to its employees.

The Organisation shall continuously strive, as far as is reasonably practicable, to promote mental health and wellbeing throughout the Organisation by establishing and maintaining processes and policies that enhance mental health and wellbeing.

This policy will comply with Health and Safety legislation and best practice guidelines and will be developed in accordance with existing Organisation policies and procedures. The Policy applies to all employees of the Organisation.

### **Objectives and Responsibility**

The Organisation aims to develop a workplace environment and culture that supports mental health and wellbeing and prevents discrimination (including bullying and harassment). We aim to address factors that may negatively affect mental wellbeing and to develop the skills of management to identify and address signs of mental health and commit to doing the following: --

- Reduce discrimination and stigma by increasing awareness and understanding.
- Give employees information to increase their awareness of mental wellbeing.
- Promote good mental health and wellbeing within all relevant aspects of its operation.
- Where consent is received, provide support and advisory services through the Organisation's counselling service and / or Occupational Health Service.
- Encourage a non-stigmatising work environment for all employees.
- Include information about the mental health policy in the Induction programme.
- Provide opportunities for employees to look after their mental wellbeing, for example through physical activity, stress reducing activities and social events.
- Provide systems that encourage predictable working hours, reasonable workloads and flexible working practices where appropriate.
- Ensure all employees have clearly defined job descriptions, objectives and responsibilities and provide them with good management support, appropriate training and adequate resources to do their job.
- Manage conflict effectively and ensure the workplace is free from bullying and harassment, discrimination and racism.
- Establish good two-way communication to ensure employee involvement, particularly during periods of change.
- Ensure that employees have a clearly defined role within the Organisation and a sense of control over the way their work is organised.
- Ensure that job design is appropriate to the individual, with relevant training, supervision and support provided as required.
- Ensure a physical environment that is supportive of mental health and wellbeing including a sound, ergonomically designed workstation or working situation with appropriate lighting, noise levels, heating, ventilation and adequate facilities for rest breaks.
- Promote and support opportunities to enhance professional development, identified through the appraisal process.
- Provide training for designated employees in the early identification, causes and appropriate management of mental health issues such as anxiety, depression, stress and change management.

**To provide support for employees experiencing mental health difficulties: -**

- Ensure individuals suffering from mental health problems are treated fairly and consistently.
- Manage return to work for those who have experienced mental health problems and in cases of long-term sickness absence, put in place, where possible, a phased return to work.
- Offer non-judgemental and pro-active support to employees that experience mental health problems such as counselling, support from Occupational Health etc.
- Ensure employees are aware of the support that can be offered through counselling, Occupational Health, or alternatively their own GP, or a counsellor.
- When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.
- Treat all matters relating to individual employees and their mental health problems in the strictest confidence and share on a 'need to know' basis only.

**All employees are encouraged to: -**

- Declare any mental health difficulties to their Line Manager so that the Organisation can offer appropriate support.
- Treat each other with dignity, respect and contribute to a non-stigmatising culture.
- Understand this policy and seek clarification from their Line Manager where required.
- Consider this policy while completing work-related duties and at any time while representing the Organisation.
- Support fellow employees in their awareness of this policy.
- Support and contribute to the Organisation's aim of providing a mentally healthy and supportive environment for all employees.

**All employees have a responsibility to:**

- Take reasonable care of their own mental health and wellbeing, including physical health
- Take reasonable care that their actions do not affect the health and safety of other people in the workplace.

**Communication**

All employees will be made aware of the Mental Health and Wellbeing Policy through the Employee Handbook and employee information or induction packs.

**Sources of Support**

**Internal**

Occupational Health

**External**

**Breathing Space**

Breathing Space offers a confidential phone line for anyone in Scotland who feels low, anxious or depressed

Telephone: 0800 83 85 87

Website: [breathingspace.scot](http://breathingspace.scot)

**See me**

See Me is Scotland's programme to tackle mental health stigma and discrimination.

Website: [seemescotland.org](http://seemescotland.org)

**NHS Inform**

Scotland's Health Information Service – NHS Inform provides a co-ordinated, single source of quality assured health and care information for the people of Scotland

Telephone: 0800 22 44 88

**Samaritans**

The Samaritans provide confidential non-judgemental emotional support 24 hours a day for people who are experiencing feelings of distress or despair.

Telephone: 08457 90 90 90



## Disciplinary Policy and Procedure

The Organisation promotes fairness and the opportunity for success at work for all those working with the Organisation. From time to time your performance or conduct may not meet the required standard or level. This procedure provides a framework for supportive action for Managers and employees to help address such issues; this procedure is therefore not intended to be punitive but a supportive mechanism to encourage the achievement of success.

The Organisation accepts responsibility for ensuring that the rules and accepted standard of performance and conduct are made known to employees. For their part employees are expected to familiarise themselves with the relevant rules and standards and to abide by them. We reserve the right to amend these rules and procedures where appropriate.

Matters which may be viewed as amounting to disciplinary offences include, but are not limited to:

- Persistent lateness and poor timekeeping.
- Persistent poor attendance.
- Unacceptable standards of dress or personal hygiene.
- Incompetence, minor work errors.
- Failure to work in accordance with prescribed procedures.
- An isolated act of misconduct or initial failure to meet performance standards.
- Failure to observe the Organisation's policies and procedures.

The Organisation's formal procedure will always be followed for allegations of gross misconduct which are acts so serious as to justify summary dismissal without notice or pay in lieu of notice (except where you have short service). Examples of gross misconduct may include but are not limited to:

- Any type of discriminatory, intimidating, bullying or harassing behaviour.
- Dangerous behaviour, fighting, bullying or physical assault.
- Serious breaches of health and safety rules/procedures including those likely to endanger the lives of employees, or any other person.
- Offensive/intimidating behaviour or using foul and abusive language to any person.
- Malicious destruction/sabotage of Organisation property or any other property on the premises.
- A sustained or frequent period of unauthorised absence.
- Failure to adhere to the Organisation's Drug and Alcohol Policy.
- Breach of the Organisation's IT Policy.
- Grossly indecent or immoral acts.
- Bringing the Organisation into disrepute, or behaviour which results in damage to customer relationships.
- Any breaches of Organisation or customer confidentiality, this includes posting information or gossip about the Organisation, employees or customers, on social networking sites (such as Facebook, Twitter, etc.), internet forums or chat rooms.
- Refusal to become a member of the PVG Scheme where it is necessary for the role.
- Failure to report cautions, charges or convictions in relation to criminal activity or offences.
- Serious breach of the SSSC Code of Conduct.
- Serious breach of any relevant professional body codes of conduct.
- Serious breach of the Organisations professional codes of conduct.
- Failure to comply with the SSSC regulations for registration, including payment of annual fees and the requirement to obtain qualifications as a condition of registration.
- Serious breach of Organisation policy resulting in detrimental effects on inspection gradings.
- Serious breach of Company policy resulting in detrimental effect or lack of safeguarding for young people.
- Posting offensive, inappropriate, or discriminatory views on social networking sites (such as Facebook, Twitter, etc.), internet forums or chat rooms.
- Acts of dishonesty where your conduct affects your ability or suitability for continued employment with us; for example, fraudulent wage claims or falsification of payment or expenses records.
- Negligent acts or omissions that lead to a loss of trust and confidence.

- Theft or misappropriation of monies. Equipment, property or goods from the Organisation, employees or customers.
- Breach of procedures leading to the loss of Organisation and/or customer money.
- Serious negligence/inaction/gross dereliction of duty.
- Serious breach of the Organisation's data protection policy, unauthorised disclosure or processing of personal data or failure to report a breach of the Organisation's data protection policy.
- Serious breach of trust and confidence inconsistent with the relationship of fidelity required between employer and employee.
- Loss of faith in your integrity or trust leading to a loss of trust and confidence in your ability to carry out your role.
- Interference or misuse of computer and/or electronic equipment including e-mail, internet or mobile telephones/devices.
- Bribing or attempting to bribe another individual or personally taking or knowingly allowing another person to take a bribe.
- Engaging in tax evasion or facilitating another person in evading taxes.
- Any involvement with competitors of the Organisation including undertaking paid work with a competitor.
- Sleeping whilst at work.
- Loss of driving licence where driving is an essential part of your role.

Where you fail to reach or maintain the required standards of job performance through a lack of knowledge, skill or ability, the Organisation's Capability Policy will be used.

The Organisation reserves the right to implement the disciplinary procedure at any of the stages set out below taking into account the relevant circumstances including the alleged misconduct of an employee.

#### **General Principles**

- Where appropriate, employees and their Managers should make every effort to resolve issues without recourse to the formal disciplinary procedure.
- At every stage of the disciplinary procedure the Organisation aims to ensure all cases are dealt with in a non-discriminatory and consistent way.
- The Organisation aims to deal with issues as thoroughly and promptly as possible and disciplinary action will not be taken until each case has been fully and carefully investigated and concluded that disciplinary action is warranted.
- The outcome of the disciplinary is based on the hearing manager's reasonable belief with regard to the evidence, not what has been proven beyond reasonable doubt.
- In some circumstances, normally allegations of serious or gross misconduct allegations, temporary suspension on full pay may be necessary to allow for an unbiased investigation to take place. This must not be regarded as disciplinary action or a penalty of any kind. Suspension is intended as a neutral act, which does not imply guilt or blame, and will be for as short a period as possible. Where suspension has been deemed necessary, the Organisation will assess the ongoing requirement for suspension as a safeguard. It maybe that suspension is revoked after a deeper assessment of the situation and as a result you are informed that you are required to return to work as normal. The investigation into any alleged misconduct will likely continue unless you are informed otherwise in writing.
- At each formal stage of the disciplinary procedure you may elect to be accompanied by a fellow employee, a trade union representative, or an official employed by a trade union. A trade union representative who is not an employed official must have been certified by their union as competent to accompany a worker.
- Your companion is there to provide moral support to you and has the right to explain and sum up your case and to respond to any views expressed at the hearing. They may not answer questions on your behalf nor may the companion prevent the Organisation from explaining its case. You will not normally be allowed to be accompanied for informal or 'off the record' discussions.
- If you are under investigation or a witness, you will not normally be accompanied at investigatory meetings.
- If the investigation concludes that there is a case to answer and you face disciplinary proceedings you will be advised in writing of the nature of the complaint, details of the evidence upon which the complaint is based and be given the opportunity to consider your response to any allegations. You will only be disciplined if appropriate after you have been allowed to present your side of the case.

- You will not normally be dismissed for a first breach of discipline except in the case of gross misconduct when the outcome will normally be summary dismissal i.e. dismissal without notice or payment in lieu of notice.
- You must take all reasonable steps to attend any disciplinary meeting.
- If you are disciplined you will be given a written explanation for any disciplinary decision taken, what standards of behaviour or improvement is expected and any timeframe for measuring these. You will also have the right to appeal against the decision and the penalty.
- At every stage the Organisation will endeavour to ensure confidentiality and ask you not to discuss any disciplinary issue you have been involved in.
- During your first two years of employment the Organisation may elect to bypass any or all of the stages outlined in this procedure prior to dismissal.

### **The Informal Procedure**

Your Line Manager will always discuss issues of a minor nature with you at the earliest opportunity and where appropriate will attempt to deal with any minor misconduct informally before resorting to the formal procedure. You do not have the right to be accompanied as these are informal discussions.

Minor breaches of discipline, misconduct or poor performance may result in a “Note of Concern” letter being issued by your Line Manager. This “Note of Concern” will be held in your employee file.

It is hoped that in most cases this will quickly resolve most difficulties. Where there is a more serious case of misconduct or you fail to improve and sustain the required improvement with regard to conduct or job performance the formal procedure will be instigated.

Where the required improvement is not achieved, and sustained, the formal procedure set out below will be followed.

There is no right of appeal against a “Note of Concern” issued through an informal meeting.

### **Steps in the Formal Disciplinary Procedure**

The formal procedure will be used when your Line Manager believes that you may have committed a breach of conduct; either:

- A further minor breach of conduct that has already been subject to informal action.
- A matter too serious to be dealt with by informal action.
- In all cases of alleged gross misconduct (except where you have short service).

#### **Step 1: Fact finding investigation**

Where there is uncertainty about whether a breach of discipline has occurred your Line Manager may conduct a fact-finding investigation. Where there is no need for such an investigation, a meeting will be arranged under Step 2 of this procedure. Meetings to investigate an issue are not formal meetings and you have no right to be accompanied.

#### **Step 2: Disciplinary Hearing**

Where there are reasonable grounds to believe you may have committed an act of misconduct the hearing manager will write to you notifying you of the allegations against you and requiring you to attend a disciplinary hearing to discuss the matter. In cases where the outcome may be dismissal the letter will warn you of this.

In advance of the disciplinary hearing you will be given copies of documents relevant to the allegations.

At any stage in the formal procedure you may elect to be accompanied by a fellow employee, a trade union representative, or an official employed by a trade union. A trade union representative who is not an employed official must have been certified by their union as competent to accompany a worker. You are not entitled to be accompanied by any other person and must not compel a fellow employee to attend as your companion.

The hearing manager will either take summary notes of the meeting or if applicable arrange for a note-taker to be present and take summary notes of the meeting.

You will be given a full opportunity to state your case in the disciplinary hearing before any decisions are reached. Following the meeting the hearing manager will review the evidence and decide on the outcome.

### **Disciplinary procedure in the event of your absence due to sickness**

The Organisation aims to ensure that all matters relating to discipline are dealt with fairly and promptly and will, wherever possible, follow the principles set out in the disciplinary procedure. However, circumstances may arise when your ill health prevents the disciplinary procedure from being followed because you are too ill to participate in the investigation, adequately prepare for a hearing or attend the hearing itself. Where this is the case, the Organisation will act consistently with the following principles:

- The ill health of an employee will not usually be a ground for abandoning any ongoing disciplinary procedures.
- Where the absence is likely to be short, the Organisation will usually wait until you recover and are able to take a full part in the process.
- When the absence is ongoing and it appears to the Organisation that you are likely to remain off sick for an extended period, the Organisation may require you to cooperate with the Organisation Occupational Health and absence procedures in determining whether or not you are sufficiently fit to take part in the disciplinary process. This may include providing a letter from your doctor explicitly stating you are unfit to participate in a disciplinary hearing.
- If you are signed off as sick during a period of suspension you will have your suspension rescinded until such time as you become fit for work.
- If, following consultation with Occupational Health or a Doctor, it appears to the Organisation that you are fit to take part in the disciplinary process, the process will continue, although the Organisation may at its discretion also take any of the steps listed in "special measures" below.
- Where it appears that you are not fit to take a full part in the standard disciplinary procedure, the Organisation will consider taking any of the special measures set out below in order to enable you to participate effectively.

### **Special measures**

The Organisation may, at its discretion, propose adjusting the standard disciplinary procedure by taking any or all of the measures set out below with a view to ensuring your effective participation in the disciplinary process:

- **Venue.** The Organisation will consider holding the disciplinary hearing at a venue other than the Organisation's premises, either to reduce the stress caused to you by attending the hearing or to accommodate any physical needs that you may have.
- **Representation.** Where it appears to the Organisation that your illness may affect your ability to explain your case, the Organisation will consider any request that you may have to be represented in the process by a colleague, union official or such other person as the Organisation may specify. The representative may be allowed an expanded role in the process where this would assist you in ensuring that your case is fully explained.
- **Written representations.** Where you may have difficulty in explaining your case, consideration will be given to allowing you to rely on written representations, which may be prepared by a representative.
- **Documentation.** The Organisation will take particular care to ensure that you receive all documentation relating to the disciplinary process sufficiently in advance to allow you to prepare fully, taking into account any effect that your health may have on your ability to analyse the information and prepare a response.
- **Timings.** While being committed to the principle that matters should be dealt with promptly, the Organisation may allow extra time for any stage of the disciplinary process to ensure that you can participate effectively. Particular attention will be given to the duration of any disciplinary hearing and its impact on you and the need to take appropriate breaks.

### **Holding the hearing in your absence**

The Organisation believes that, in the vast majority of cases, it should be possible by using any or all of the measures outlined above to conduct a fair disciplinary process in which you can fully participate. However, there

may be exceptional circumstances when you will not be able to attend a disciplinary hearing, whatever measures are taken.

- In such circumstances, the Organisation reserves the right to proceed with a disciplinary hearing in your absence, although full consideration will be given as to whether or not this is necessary in the circumstances.
- Where this is the case, you and your representative will be informed of the time and location of the hearing and will remain free to attend. The representative will be free to attend, even if you are not present.
- The outcome of the hearing will be communicated in writing to you, paying particular attention to the need to explain the details of any factual findings made and the basis of the decision reached.
- You will be given a full opportunity to appeal against any decision in accordance with the disciplinary procedure. The special measures outlined above will also be considered by the Organisation in relation to any appeal.

### **Disciplinary decisions and periods of warnings**

If the allegation/s are upheld the penalties that may be imposed will be confirmed to you in writing and include:

- Stage 1 First Written Warning
  - Stage 2 Second Written Warning
  - Stage 3 Final Written Warning
  - Dismissal – with contractual notice.
  - Summary Dismissal – without contractual notice.
- 
- A Stage 1 First Written Warning will remain active for a period of 6 months.
  - A Stage 2 Second Written Warning will remain active for a period of 9 months
  - A Stage 3 Final Written Warning will remain active for a period of 12 months.

However, we reserve the right in exceptional circumstances to alter the length of time a warning will remain live for. Any extended period of warning will be notified to you at the time of the disciplinary decision. Warnings will remain active on your employee file for the stated periods after which they will be disregarded for disciplinary purposes only.

Following a disciplinary hearing the hearing manager will inform you of their decision in writing, outlining the basis of the decision reached, any action that is involved, the duration of time the warning will remain live on your record, the consequence of any failure to comply with the warning and your right of appeal.

### **Dismissal**

If it is decided action is justified and the conduct warrants it, you will be dismissed. You will be told in writing of the reasons for dismissal. It may be decided that you will work your appropriate period of notice or payment in lieu of notice may be made. The period of notice, except for cases of dismissal for Gross Misconduct, will comply with statutory requirements and/or your Contract of Employment. You will also be informed of your right to appeal.

### **Other action short of dismissal**

Under certain circumstances the hearing Manager may discuss with you taking other action short of dismissal, with your consent. This action may be for example, a disciplinary transfer, disciplinary suspension without pay demotion or loss of seniority. The aforementioned changes to your contract are an alternative to dismissal and may only be made with your agreement. Any such action agreed upon will be confirmed in writing. A note of the action short of dismissal will be placed on your employee file and will be disregarded for disciplinary purposes normally after twelve months. You will also be informed of your right to appeal.

### **Step 3: The right of appeal**

You have the right to appeal against the outcome of a disciplinary hearing within five (5) working days of the decision being communicated to you. You should write to the person noted in the disciplinary outcome letter stating your grounds for appeal. The Organisation may appoint an independent person to hear the appeal and

will make arrangements wherever possible for the appeal to be conducted by a person who has not been involved in the disciplinary decision or action. See the Appeals procedure below.

**Additional considerations**

- Where upon investigation it is shown your extreme carelessness has a serious or substantial effect upon our operation or reputation, you may be issued with a Stage 3 Final Written Warning in the first instance.
- You may receive a Stage 3 Final Written Warning as the first course of action, if, in an alleged gross misconduct disciplinary matter, upon investigation, there is shown to be some level of mitigation resulting in it being treated as an offence just short of dismissal.
- The Organisation retains discretion in respect of the disciplinary procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service, you may not be in receipt of any warnings before dismissal.
- In all cases warnings will be issued for misconduct or capability, irrespective of the precise matters concerned, and any further breach of the rules in relation to similar or entirely independent matters of misconduct or capability will be treated as further disciplinary matters and allow the continuation of the disciplinary process through to dismissal if the warnings are not heeded.

Due to the size of our business, at times it may be necessary for another level of management to hear and take disciplinary action in the event the usual person is not available or appropriate.

## **Appeals Procedure**

The Organisation recognises that on occasion you may wish to appeal against a decision made against you by the Organisation, for example, a disciplinary outcome.

The Appeals Procedure sets out to provide you with the opportunity to raise an appeal promptly and for your appeal to be heard by a senior member of management.

The Organisation may appoint an independent person to hear the appeal and will make arrangements wherever possible for the appeal to be conducted by a person who has not been involved in the disciplinary decision or action.

### **Appeals procedure**

- You will normally have five working days to notify the Organisation preferably in writing that you wish to appeal.
- You should appeal to the person named in the letter confirming the decision. This will normally be a more senior person or independent person. However, due to the size of our Organisation it is not always possible to find a more senior person and therefore you may be required to appeal to the person who took the original decision. Any appeal that is submitted will be thoroughly reviewed to provide as balanced a view as possible.
- You should make it clear your grounds for appeal; reasons why you consider the penalty imposed too severe, inappropriate or unfair in the circumstances.
- The appeal hearing will be held as soon as reasonably practicable.
- You may elect to be accompanied by a fellow employee, a trade union representative, or an official employed by a trade union. A trade union representative who is not an employed official must have been certified by their union as competent to accompany a worker. You are not entitled to be accompanied by any other person and must not compel a fellow employee to attend as your companion.
- The result of the appeal will be made known to you in writing, as soon as possible following the hearing. This is the final stage of the appeal process.

You should take all reasonable steps to attend an appeal hearing. Failure to attend without good reason could result in the hearing being held and a decision on your appeal being taken in your absence.

## **Grievance Procedure**

The Organisation recognises that from time to time you may wish to seek redress for grievances relating to your employment. In this respect the Organisation's policy is to encourage a free communication between employees and their Managers to ensure that questions and problems arising during the course of employment can be aired and, where possible, resolved quickly and to the satisfaction of all concerned.

If you wish to appeal against disciplinary action taken against you, you should use the Appeals Procedure outlined above rather than seek recourse through the Grievance Procedure.

### **Individual grievance procedure**

- At any meeting held to discuss your grievance, you may be accompanied by a fellow employee, a trade union representative, or an official employed by a trade union. A trade union representative who is not an employed official must have been certified by their union as competent to accompany a worker. You are not entitled to be accompanied by any other person and must not compel a fellow employee to attend as your companion.
- If you have a genuine grievance that cannot be or has not been resolved through informal discussion, you should make a formal approach, either in writing or orally, to your Line Manager stating the nature of your grievance.
- Your Line Manager will hold a meeting with you at a reasonable time and location to investigate the matters relating to your complaint. You must make all reasonable attempts to attend this meeting.
- Your Line Manager will then reply to your grievance, in writing outlining action taken to resolve the issue as appropriate. You will also be informed of your right to appeal any decision.
- If you are not satisfied with the response, within 5 working days of receiving the reply you should write to the person named in the letter confirming the grievance decision that you wish to proceed to appeal. You should confirm the basis of the appeal and the reason why you are not satisfied with the outcome.
- You will then be invited to an appeal hearing, which you must take all reasonable steps to attend. As far as reasonably practicable, the Organisation will be represented by a more senior Manager than the first meeting (unless the most senior Manager attended that meeting).
- Following the appeal hearing you will be informed of the final decision, as soon as possible and in writing.

Due to the size of the Organisation, it may not be possible for any appeal to be conducted by a person previously uninvolved in the grievance process. Any appeal that is submitted will be thoroughly reviewed to provide as balanced a view as possible. Thus, the Organisation may appoint an independent person to hear any appeal and will make arrangements wherever possible for the appeal to be conducted by a person who has not been involved in the grievance decision or process.



## **Equal Opportunities Policy**

The Organisation condemns any kind of discrimination or victimisation on the basis of a protected characteristic or association with a person who has a protected characteristic. Protected characteristics are sex, sexual orientation, marriage and civil partnership status, age, disability, pregnancy and maternity, gender reassignment, religion or belief, race, creed, colour, ethnic and national origins. Any person found to be discriminating directly or indirectly or victimising any employee, associate, contractor, customer or member of the public, will be subject to disciplinary action up to and including dismissal. The policy will be implemented in accordance with the appropriate statutory legislation in conjunction with Codes of Practice and guidance from the Equality and Human Rights Commission. We will maintain a neutral working environment in which no employee or worker should feel under threat or intimidated.

### **Recruitment and selection**

Job descriptions shall be drafted so to include only those requirements strictly relevant to the job. Recruitment advertisements shall be placed so as to attract the widest possible response. Where the applicant must be in possession of an occupational/professional qualification or relevant abilities/experience, this shall be clearly stated. All applicants shall receive fair treatment and be selected for interview solely on the basis of their possession of the relevant abilities and/or experience and/or qualifications. Successful interviewees shall be selected for employment based solely on their possession of the professional attributes necessary for the position concerned.

### **Promotion and training**

Promotions will be awarded solely on merit. Opportunities for training which are normally linked to skills and qualifications related to business needs, shall be available to all staff.

### **Grievance procedures**

The Grievance Procedure as set out in this handbook shall apply equally to all employees. Senior management will pay particular attention to grievances which may result from discrimination or victimisation and it shall be their responsibility to ensure all staff comply with the requirements of this policy.

### **Monitoring**

Senior management take responsibility for reviewing and monitoring employment records to ensure adherence to this policy. The results of any monitoring procedure will be reviewed at regular intervals to assess the effectiveness of the implementation of this policy. Consideration will be given, if necessary, to adjusting this policy to afford greater equality of opportunities to all applicants and staff.

### **Communication**

The Organisation has an open-door policy and all feedback is welcome in respect of both this policy and any other policy or practice within the business.

Should you believe you have been subjected to any act of discrimination at work you are strongly encouraged to raise the issue under the Organisation's Grievance Procedure.

## **Whistle-Blowing Policy**

The Organisation at all times conducts its business with the highest standards of integrity and honesty. It expects all employees to maintain and reflect these standards. You are encouraged to report any wrongdoing by the Organisation or a fellow employee that falls short of these standards to your Line Manager.

The Organisation recognises that you may not always feel comfortable about discussing your concerns internally, especially if you believe the Organisation itself or your Line Manager is responsible for the wrongdoing. The aim of this policy is to ensure that you are confident that you can raise any matter with us in the knowledge that it will be taken seriously, treated as confidential and no action will be taken against you.

### **Scope**

The Public Interest Disclosure Act 1998 gives legal protection to employees against being dismissed or from suffering any other detriment by their employers as a result of publicly disclosing certain serious concerns.

These include concerns relating to:

- Financial malpractices, impropriety or fraud.
- Failure to comply with the legal obligation provided by statute or otherwise.
- The dangers of Health and Safety or the environment.
- Criminal activity.
- Improper conduct or unethical behaviour.
- Attempts to conceal any of the above.

### **Protection**

This policy is designed to offer protection to employees who disclose such concerns, provided the disclosure is made in good faith in the reasonable belief that the disclosure shows malpractice or impropriety. However, if the procedure has not been invoked in good faith (e.g. for malicious reasons or in pursuit of a personal grudge), then it will make you liable to immediate termination of employment or such lesser disciplinary sanction as may be appropriate in the circumstances.

### **Procedure**

If appropriate, discuss the matter with your Line Manager in the first instance. An informal approach to your Line Manager will be treated as completely confidential and will not result in a report being raised to anyone within the Organisation unless you agree. If you are not satisfied with the response you receive after reasonable investigation or if you do not feel comfortable discussing your concerns with your Line Manager you should speak to the Chairperson or you may take your concerns to the relevant body.

## **Anti-Harassment, Bullying and Victimisation Policy**

### **The Policy**

It is the policy of the Organisation to provide a safe working environment free from harassment and bullying.

All individuals working at all levels and grades are covered by this policy. This includes senior managers, employees, consultants, contractors, trainees, part-time and fixed-term Employees, volunteers, interns, casual workers and agency employees (collectively referred to as employees in this policy).

This policy covers harassment, sexual harassment, bullying and victimisation which occurs during any situation related to work such as on business trips or at events or work-related social functions. It covers harassment, sexual harassment, bullying and victimisation which occurs on social media or online. It covers harassment, sexual harassment, bullying and victimisation by employees and also by third parties such as customers, suppliers or visitors to the Organisation's premises.

Employees are entitled to be treated with respect and dignity and the Organisation will not tolerate any harassment, sexual harassment or bullying of any person on the grounds of sex, marital or civil partner status, sexual orientation, gender reassignment, pregnancy or maternity, gender reassignment, race, religion or belief, age or disability ("the Protected Characteristics"). Unintentional harassment, sexual harassment, bullying and victimisation are also unacceptable.

It should be noted that employees have a personal responsibility for the implementation of this policy and to ensure that they treat others with the respect and dignity that they expect to be treated with themselves.

### **Grounds for Complaint**

#### **Harassment**

Harassment is any unwanted physical, verbal or non-verbal conduct which has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. It may be repeated behaviour, or in serious cases, may involve only a single incident. It also includes treating someone less favourably because they have submitted or refused to submit to such behaviour in the past.

Employees should note that harassment related to gender, sexual orientation, gender reassignment, race, religion or belief, age or disability is unlawful. Whether the harassment is by an employee or by a third party, such as a client or supplier, both the Organisation and the harasser may be legally liable.

Harassment may include, for example:

- unwanted physical conduct or "horseplay", including touching, pinching, pushing, grabbing, brushing past someone, invading their personal space, and more serious forms of physical or sexual assault
- continued suggestions for social activity after it has been made clear that such suggestions are unwelcome
- sending or displaying material that is racist or that some people may find offensive (including e-mails, text messages, video clips and images sent by mobile phone or posted on the internet)
- offensive or intimidating comments or gestures, or insensitive jokes or pranks
- mocking, mimicking or belittling a person's disability
- racist, sexist, homophobic or ageist jokes, or derogatory or stereotypical remarks about a particular ethnic or religious group or gender
- outing or threatening to out someone as gay, lesbian or transgender
- ignoring or shunning someone, for example, by deliberately excluding them from a conversation or a workplace social activity; and/or
- the issuing of menial or demeaning tasks simply on the grounds of someone's age or disability
- less favourable treatment of an employee because they submit to, or reject sexual harassment or harassment related to sex or gender reassignment

The above are examples only of what may be considered inappropriate. It must be borne in mind that it is for each individual to determine what behaviour is acceptable to them and what they consider offensive. Even if the employees' conduct is not purposefully intended to harass a colleague or to make them feel uncomfortable the employee should bear in mind that it is the effect their conduct has on the colleague which is important. It is not necessary for employees to say that they object to the conduct for it to be unwanted.

The Organisation will ensure that this policy is communicated to all employees and will provide training for them at induction and at regular intervals thereafter.

### **Sexual Harassment**

Sexual harassment occurs when an employee is subjected to unwanted conduct which is of a sexual nature. The conduct need not be sexually motivated, only sexual in nature. Employees should note that sexual harassment is unlawful.

Conduct 'of a sexual nature' includes a wide range of behaviour, such as:

- sexual comments or jokes
- displaying sexually graphic pictures, posters or photos
- suggestive looks, staring or leering
- propositions and sexual advances
- making promises in return for sexual favours
- sexual gestures
- intrusive questions about a person's private or sex life or a person
- discussing their own sex life
- sexual posts or contact on social media
- spreading sexual rumours about a person
- sending sexually explicit emails or text messages
- unwelcome touching, hugging, massaging or kissing

An individual can experience unwanted conduct from someone of the same or different sex. Sexual interaction that is invited, mutual or consensual is not sexual harassment because it is not unwanted. However, sexual conduct that has been welcomed in the past can become unwanted and therefore, become sexual harassment.

### **Bullying**

Bullying is offensive, intimidating, malicious or insulting behaviour involving the misuse of power that can make a person feel vulnerable, upset, humiliated, undermined or threatened. Power does not always mean being in a position of authority but can include both personal strength and the power to coerce through fear or intimidation.

Bullying can take the form of physical, verbal and non-verbal conduct. Bullying may include, by way of example:

- shouting at, being sarcastic towards, ridiculing or demeaning others
- physical or psychological threats
- overbearing and intimidating levels of supervision
- inappropriate and/or derogatory remarks about someone's performance
- abuse of authority or power by those in positions of seniority
- continual and undeserved criticism
- imposing unreasonable deadlines
- deliberately excluding someone from meetings or communications without good reason

Legitimate, reasonable and constructive criticism of a worker's performance or behaviour, or reasonable instructions given to workers in the course of their employment, will not amount to bullying on their own.

It is intimidation that serves to undermine self-esteem, confidence, effectiveness and integrity. The Organisation recognises that all employees have the right to work in an environment free from the threat of bullying and any reported instances of bullying will be treated seriously by the Organisation and investigated fully.

### **Victimisation**

Victimisation is less favourable treatment of someone who has complained or given information about discrimination or harassment or supported someone else's complaint harassment or tolerated. Employees have the right to raise grievances and to raise issues relating to discrimination or bullying in good faith and to have these matters investigated. Where an employee raises an issue in good faith, they will not suffer any detriment or victimisation by virtue of raising their grievance or complaint with management.

### **Third Party Harassment**

Third party harassment is harassment of an employee by someone who does not work for, and who is not an agent of the same employer. For example: a client, customer or service user. Third party harassment will not be tolerated and if witnessed employees are encouraged to report it. Third party harassment can result in legal liability of the Organisation.

If employees are subject to or witness to third party harassment, they should report this to their line manager. The Organisation will endeavour to prevent instances of third-party harassment. Where instances of third-party harassment occurs, the Organisation will warn customers about their behaviour, ban the customer or report any criminal acts to the police.

### **The Policy in Operation**

#### **Informal Steps**

All allegations of harassment (including harassment by a third party), sexual harassment, bullying and victimisation will be taken seriously. They will be dealt with sensitively, thoroughly, promptly and, where possible, in confidence.

Employees who feel that they are being harassed or are uncomfortable about an aspect of the work environment should make it clear to the harasser that the behaviour is unacceptable. The Organisation recognises that the employee, in some cases, may feel unable to approach the harasser directly, and advice can be sought from management and or Human Resources on how the matter can be dealt with informally.

If an employee is not certain whether an incident or series of incidents amount to bullying or harassment, they should initially contact their line manager or the Chairperson informally for confidential advice.

Alternatively, you may wish to ask your manager or a colleague to put your concerns forward on your behalf or to support when confronting the perpetrator(s).

Further, there are internal and external sources of support listed at the end of this policy.

If informal steps have not been successful or are not possible or appropriate, that employee should follow the formal procedure.

#### **Formal Steps**

If an employee wishes to make a formal complaint about bullying, harassment, sexual harassment or victimisation, they should submit it in writing to their line manager. If the matter concerns that person, that employee should refer it to the Chairperson. The Organisation will endeavour to respond to all allegations of harassment, bullying and victimisation within 5 working days. In some circumstances the Organisation will not be able to respond within 5 working days, in such cases the Organisation will keep both the complainant and alleged harasser up to date with the progress of the complaint.

A written complaint should set out full details of the conduct in question, including the name of the harasser or bully, the nature of the harassment or bullying, the date(s) and time(s) at which it occurred, the names of any witnesses and any action that has been taken so far to attempt to stop it from occurring.

The Organisation will investigate complaints in a timely and confidential manner. All parties involved in any complaint are expected to respect this need for confidentiality during the resolution of any complaints, and disciplinary action may be taken against any party who breaches this.

The investigation, where possible, will be conducted by someone with appropriate experience and no prior involvement in the complaint. The investigation will be thorough, impartial and objective, and carried out with sensitivity and due respect for the rights of all parties concerned.

As a general principle, the decision whether to progress a complaint is up to the employee who has lodged the complaint. However, the Organisation has a duty to protect all employees and may pursue the matter independently if, in all the circumstances, it considers it appropriate to do so.

Any employee who is accused of harassment or bullying will be dealt with under the Organisation's disciplinary procedure. Depending on the nature of the complaint, it may be necessary to temporarily transfer the alleged harasser to another department, or where this is not possible to suspend him or her on full pay.

Where the complaint is about someone other than an employee, such as a contractor, customer, service user, supplier, or visitor, the Organisation will consider what action may be appropriate to protect that employee and anyone involved pending the outcome of the investigation, bearing in mind the reasonable needs of the business and the rights of that person. Where appropriate, the Organisation will attempt to discuss the matter with the third party.

The Organisation will also seriously consider any request that the employee makes for changes to their working arrangements during the investigation. For example, they may ask for changes to duties or working hours so as to avoid or minimise contact with the alleged harasser or bully.

#### **Action Following Investigation**

Where an employee is found guilty of an act of harassment, sexual harassment or bullying, he or she will be dealt with in terms of the Organisation's disciplinary procedure. In serious cases of harassment, sexual harassment or bullying, the harasser may be summarily dismissed.

Aggravating factors such as abuse of power over a more junior colleague will be taken into account when deciding what disciplinary action to take.

Where the harasser or bully is a third party, appropriate action might include putting up signs setting out acceptable and unacceptable behaviour; speaking or writing to the person and/or their superior about their behaviour; or, in very serious cases, banning them from the premises or terminating a contract with them.

Whether or not a complaint is upheld, the Organisation will consider how best to manage the ongoing working relationship between the employee who raised the complaint and the alleged harasser or bully. It may be appropriate to arrange some form of mediation and/or counselling, or to change the duties, working location or reporting lines of one or both parties.

No detriment will occur against an employee who brings a complaint of harassment or bullying, unless it can be shown that the complaint was brought in bad faith or spitefully. In this case, the employee will be dealt with through the Organisation's disciplinary procedure. Victimisation and retaliation against a complainant will not be tolerated.

#### **Appeals**

If the employee who raised the complaint is not satisfied with the outcome they may appeal in writing to the designated person, stating their full grounds of appeal, within five (5) working days of the date on which the decision was sent or given.

The Organisation will hold an appeal meeting, normally within one week of receiving a written appeal. This will be dealt with impartially by a more senior manager who has not previously been involved in the case (although they may ask anyone previously involved to be present). The employee appealing may bring a colleague or trade union representative to the meeting.

The Organisation will confirm its final decision in writing, usually within one week of the appeal hearing. This is the end of the procedure and there is no further appeal.

### **Sources of Internal and External Support**

Support and advice services are available to employees who make a complaint or the alleged harasser, within and out with the workplace.

Internal sources of support include:

- The Chairperson

External sources of support include:

- The Equality Advisory and Support Service
- Protect (whistleblowing charity)
- Local advice centres  
Helplines which have been set up to deal with specific forms of harassment, such as the helplines provided to deal with sexual harassment by the Scottish Women's Rights Centre in Scotland

## Data Protection Policy and Guidelines

### Introduction

The Organisation needs to gather and use certain information about individuals and is committed to being transparent about how it collects and uses the personal data of its workforce, and how it meets its data protection obligations. These can include job applicants, employees, apprentices, former employees, temporary staff, agency workers, contractors, volunteers, interns, and other people the Organisation has a relationship with or may need to contact. This policy does not apply to the personal data of clients or other personal data processed for business purposes.

The Organisation has appointed Errin Anderson who's email address is [errin@theecologycentre.org](mailto:errin@theecologycentre.org) as its Data Protection Controller (DPC) whose role is to inform and advise the Organisation on its data protection obligations. Questions about this policy, or requests for further information should be directed to the DPC.

### Definitions

We will define employee data in the following way:

- **"Personal data"** is any information that relates to an individual who can be identified from that information. Processing is any use that is made of data, including collecting, storing, amending, disclosing or destroying it.
- **"Special categories of personal data"** means information about an individual's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, health, sex life or sexual orientation and biometric data.
- **"Criminal records data"** means information about an individual's criminal convictions and offences, and information relating to criminal allegations and proceedings.

### Data protection principles

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

1. Data is processed lawfully, fairly, and in a transparent manner.
2. Data is collected only for specified, explicit and legitimate purposes.
3. Personal data is processed only where it is adequate, relevant and not excessive.
4. Data kept is accurate and, where necessary, kept up to date or deleted without delay.
5. Personal data is not kept for longer than is necessary.
6. Personal data is processed in accordance with the data subject's rights.
7. The Organisation adopts appropriate measures to make sure that personal data is secure, and protected against unauthorised and unlawful processing, accidental loss, destruction or damage.
8. Data is not transferred to other countries without adequate protection.

We will document the additional justification for the processing of sensitive data and will ensure any biometric and genetic data is considered sensitive.

The Organisation will tell individuals the reasons for processing their personal data, normally in a work setting for the performance of the contract, how it uses such data and the legal basis for processing in its privacy notices. The Organisation will not process personal data for other reasons without express permission from an individual or the data subject

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

The Organisation will update HR-related personal data promptly if an individual advises that their information has changed or is inaccurate.

Personal data gathered during the employment, worker, contractor or volunteer relationship, or apprenticeship or internship is held in the individual's personnel file, in note pads (in hard copy or electronic format, or both). Please see the Employee Privacy Notice below for further information on the employee personal data the



Organisation processes. The periods for which the Organisation holds HR-related personal data are noted at the end of this Policy.

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

### **Individual rights**

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

### **Subject Access Requests**

Employees and individuals, such as job applicants and contractors, have the right to make a subject access request. The Organisation will provide the individual with a copy of the data normally in electronic form.

To make a subject access request, individuals/employees should send the request to the person named at the beginning of this Policy. In some cases, it may be necessary to ask for proof of identification before the request can be processed.

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

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

The Organisation reserves the right to withhold the individual's right to access data where any statutory exemptions apply.

### **Other rights**

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

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

To ask the Organisation to take any of these steps, individuals should put the request in writing to the person named at the beginning of this policy.

### **Data Transfer**

For efficiency when the Organisation is changing IT systems which includes employee/individual information we will normally transfer information over directly. Where this is not necessarily done automatically employees/individuals may also exercise the right to request that data is transferred directly to another system. There will be no charge for these requests.

### **Data Security**

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

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

### **Criminal records information**

In certain circumstances the Organisation may require to obtain criminal records information in relation to job applicants and current and former staff, temporary workers, contractors, interns, volunteers and apprentices. This may involve checks through Disclosure Barring Services, PVG or other third parties. This will only be done so where the Organisation has a lawful basis for doing so e.g. it is necessary for the performance of a particular position within the Organisation, or in order for the Organisation to comply with a legal obligation to which it is subject, or for the purpose of the Organisation's legitimate interests. Prior to any criminal records information/PVG information being requested and/ or checks being conducted, the individual will be properly informed of the nature of the checks, the purposes for which it is being carried out and the legal basis for it.

### **Data breaches**

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

If the breach is likely to result in a high risk to the rights and freedoms of individuals, it will tell affected individuals that there has been a breach and provide them with information about its likely consequences and the mitigation measures it has taken.

Individuals involved in any breach no matter how minor they consider it to be should immediately (and within 12 hours of the breach) report it to the person named at the beginning of this policy. A 'breach' might include:

- Leaving sensitive documentation that includes personal information behind accidentally.
- Human error, such as accidental deletion or alteration of data.
- An Organisation laptop/device which has no password protection being stolen.
- A spreadsheet detailing personal information, which is not password protected, being sent by email to a number of unintended recipients.
- Hacking to Organisation systems and or data.

Failure to report such a breach may lead to disciplinary action up to and including dismissal.

### **International data transfers**

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

### **Individual responsibilities**

Employees, contractors, volunteers and apprentices may have access to the personal data of individuals for example: employees, customers and clients in the course of their employment or engagement with the Organisation. Where this is the case, the Organisation relies on individuals to help meet its data protection obligations and therefore all individuals are required to familiarise themselves with this policy and uphold its principles (see further details outlined below).

Employees and individuals working with or on behalf of the Organisation are responsible for helping the Organisation keep personal data up to date. For example, employees are required to let the Organisation know if their personal circumstances change and their data needs changed, for example if a house move or change in bank details.

**Obligations and rules for working with personal information and data** ("data subject" means the person whom the data concerns)

Individuals should:

- Fully understand the data protection principles and obligations.
- Do not disclose any confidential personal information except to the data subject.

- Do not give information, however innocent the request may seem, to a family member or friend of the data subject or to any other unauthorised person unless the data subject has given their explicit consent.
- Always be alert that those seeking information may be using deception in order to gain access to information to which they are not entitled or which the data subject does not wish them to have access to. Before giving any personal information, check with the data subject that the request is legitimate and authorised.
- Take special care with telephone requests.
- Take care not to inadvertently divulge confidential personal information via social media.
- Ensure any request for personal information about another employee is forwarded to the person named at the beginning of this Policy.
- If in doubt, ask that the request be put in writing and then follow the above procedures.
- If responsible for keeping personal data, ensure that it is kept securely locked away or, if computerised, that it is password protected. Do not divulge the password to anyone except when it is necessary to do so for operational reasons.
- Raise any concerns, notify any breaches or errors, and report anything suspicious or contradictory to this policy or the Organisation's legal obligations without delay and to the person named at the beginning of this Policy.

Individuals who have access to personal data are required:

- To access only data that they have authority to access and only for authorised purposes.
- Not to disclose data except to individuals (whether inside or outside the Organisation) who have appropriate authorisation.
- To keep data secure (for example by complying with rules on access to premises, computer access, including password protection, and secure file storage and destruction). In particular, should ensure that they:
  - Use password-protected and encrypted software for the transmission and receipt of emails.
  - Send fax transmissions to a direct fax where possible and with a secure cover sheet.
  - Lock files in a secure cabinet
- Not to remove personal data, or devices containing or that can be used to access personal data, from the Organisation's premises without adopting appropriate security measures (such as encryption or password protection) to secure the data and the device.
- Not to store personal data on local drives or on personal devices that are used for work purposes.
- To ensure the information is accurate and up to date, insofar as it is practicable to do so.
- To only use the information necessary for a relevant purpose and that the information is not kept longer than necessary.
- To ensure that where information is to be disposed of, verify that it has been destroyed. This may involve the permanent removal of the information from a server, so that it does not remain in an inbox or trash folder, or in the IT system backups. Hard copies of information may need to be confidentially shredded. Care should be taken to ensure that information is not disposed of in a wastepaper basket/recycle bin.
- To remember that policies also relate to printed data and everyone is encouraged to take just as much care of printed data as we do of electronic data and hence the following advice is not exhaustive:
  - Do not leave printouts or handwritten notes with restricted or sensitive data where they can be easily stolen or read by unauthorised people.
  - Keep printouts or handwritten notes with restricted or sensitive data locked away securely. Offices, filing cabinets and desk drawer containing personal data should be locked securely.
  - Unless authorised to do so, do not print out any restricted or sensitive data at home.
  - All printouts and handwritten notes that include restricted or sensitive data should be shredded – under no circumstances should printouts with sensitive or personal data be placed in recycling.

If an individual acquires any personal information in error by whatever means, inform either a Line Manager, or the person named at the beginning of this Policy, immediately and, if it is not necessary to retain that information, arrange for it to be handled by the appropriate individual within the Organisation.

All employees and individuals who work with the Organisation in any capacity are responsible for complying with this Policy and the GDPR Regulations. Failing to observe these requirements may amount to a disciplinary offence which will be dealt with under the Organisation's disciplinary procedure.

Any questions regarding this subject should be addressed to the person named at the beginning of this Policy. The Organisation reserves the right to amend this policy and associated policies in line with the needs of the business and statutory guidance.

Further details about the Organisation's security procedures can be found in the IT Policy

### **Enforcement**

If an individual believes that the Organisation has not complied with this Policy or acted otherwise than in accordance with the legal guidelines, the individual should notify the person named at the beginning of this Policy immediately and employees can also utilise the Organisation's grievance procedure.

### **External Processors**

The Organisation will ensure that data processed by external processors, for example, service providers, cloud services including storage, web sites etc. are compliant with this Policy and the relevant legislation.

### **Secure Destruction**

When data held in accordance with this policy is destroyed, it will be destroyed securely in accordance with best practice at the time of destruction.

### **Information Security**

The Data Protection Act and Organisation confidentiality policies also relate to printed data and everyone is encouraged to take just as much care of printed data as we do of electronic data.

The following advice is not exhaustive:

- Don't leave printouts with restricted or sensitive data where they can be easily stolen or read by unauthorised people.
- Keep printouts with restricted or sensitive data locked away securely. Each time you leave the office lock them in a secure filing cabinet or desk drawer.
- Do not print out any restricted or sensitive data at home.
- Shred all printouts that include restricted or sensitive data – do not, under any circumstances put printouts with this type of data into recycling.

### **Taking personal information/employment records off site**

You must not take personal information/ employment records off site (whether in electronic or paper format) without prior authorisation from your Line Manager.

If you take personal information/records off site you must ensure that the device, for example laptop, USB key, is encrypted and you do not leave your laptop, other device, or any hard copies of the personal information on the train, in the car or any other public place. You must also take care when observing the information in hard copy or on-screen that such information is not viewed by anyone who is not legitimately privy to that information.

If you are in any doubt about what you may or may not do with personal information, you should seek advice from your Line Manager. If you cannot get in touch with your Line Manager, you should not disclose the information concerned and seek advice from senior management.

### **Monitoring**

The Organisation may monitor employees and individuals associated with the Organisation by various means including, but not limited to, recording employees' activities on CCTV, checking emails, listening to voicemails and monitoring telephone conversations. If this is the case, the Organisation will inform the employee that monitoring is taking place, how data is being collected, how the data will be securely processed and the purpose for which the data will be used. The employee will usually be entitled to be given any data that has been collected about them. The Organisation will not retain such data for any longer than is absolutely necessary.

In exceptional circumstances, the Organisation may use monitoring covertly. This may be appropriate where there is, or could potentially be, damage caused to the organisation by the activity being monitored and where

the information cannot be obtained effectively by any non-intrusive means (for example, where an employee is suspected of stealing property belonging to the organisation). Covert monitoring will take place only with the approval of senior management.

### Retention of Data

The Organisation may retain data for differing periods of time for different purposes as required by statute or best practices and will incorporate these retention times into its processes and manuals as appropriate. Other statutory obligations, legal processes and enquiries may also necessitate the retention of certain data. The Organisation may store some data of employees such as names, addresses, date of birth, date of joining, date of leaving, job title, photographs, etc. indefinitely in its archive.

The Organisation follows the retention periods recommended by the Information Commissioner in its Employment Practices Data Protection Code as follows for HR Related records:

Application form/CV/Covering letter etc.	Duration of employment
References received	1 year
Payroll and tax information	6 years
Sickness records	3 years
Annual leave records	2 years
Unpaid leave/special leave records	3 years
Annual appraisal/assessment records	5 years
Records relating to promotion, transfer, training, disciplinary matters	1 year from end of employment
References given/information to enable references to be provided	5 years from reference/end of employment
Summary of record of service, e.g. name, position held, dates of employment	10 years from end of employment
Records relating to accident or injury at work	12 years
Applications and CV's of unsuccessful candidates	6 months
Details on register if never go to the field	2 years
Disclosure and Barring Service (DBS) / Disclosure Scotland / PVG documents (HR database record of whether a check has yielded a satisfactory or unsatisfactory result should remain under the Criminal records check policy and procedure	6 months

### Consequences of non-compliance

All employees are under an obligation to ensure that they have regard to the eight data protection principles (see the first page of this Policy above) when accessing, using or disposing of personal information.

Failure to observe the data protection principles within this policy may result in you incurring personal criminal liability. It may also result in disciplinary action up to and including dismissal. For example, if you access another employee's employment records without the requisite authority, the Organisation will treat this as gross misconduct and instigate its Disciplinary procedures. Such gross misconduct will also constitute a criminal offence.

### Review of procedures

The Organisation will review and update this Policy in accordance with our Data Protection obligations. It does not form part of any employee's contract of employment and we may amend, update or supplement it from time to time.

### Employee privacy notice

This notice explains what personal data (information) the Organisation holds about you, how we collect it, and how we use and may share information about you during any recruitment process or during your employment and after it ends. We are required to notify you of this information under data protection legislation. Please

ensure that you read this notice and any other similar notice we may provide to you from time to time when we collect or process personal information about you.

The Ecology Centre is a “Data Controller” and gathers and uses certain information about you.

The Organisation collects and processes personal data relating its employees to manage the employment relationship. The Organisation is committed to being transparent about how it collects and uses that data and to meeting its data protection obligations.

#### **What information does the Organisation collect?**

The Organisation collects and processes a range of information about you either during a recruitment process and/or during employment. This may include:

- Your name, address, home and mobile phone numbers, email address, date of birth.
- The terms and conditions of your employment.
- Details on your CV, qualifications, skills, experience and employment history, including start and end dates, with previous employers and with the Organisation.
- References about you that we give or obtain from others.
- Information about your remuneration, including entitlement to benefits such as pensions or insurance cover.
- Details of your bank account and national insurance number.
- Information about your marital status, next of kin, dependants and emergency contacts.
- Information about your nationality and entitlement to work in the UK from appropriate documents.
- Information about your criminal record.
- Information on your SSSC registration.
- Details of your schedule (days of work and working hours) and time and attendance at work.
- Details of periods of leave taken by you, including holiday, sickness absence, family leave and sabbaticals, and the reasons for the leave.
- Details of personal expenses claimed.
- Details of any disciplinary or grievance procedures in which you have been involved, including any warnings issued to you and related correspondence.
- Assessments of your performance, including appraisals, performance reviews and ratings, performance improvement plans and related correspondence.
- Information about medical or health conditions, including whether or not you have a disability for which the Organisation needs to make reasonable adjustments.
- Information about your use of our IT, communication and other systems, and other monitoring information.

The Organisation may collect this information in a variety of ways. For example, data might be collected from you, your personnel records, recruitment agencies, the Home Office, your GP, other medical and/or occupational health professionals, Accountant/Finance providers, DBS organisations, PVG checks, previous employers, other employees, consultants and other professionals we engage. Information may also be collected through automated monitoring of our websites and other technical systems, such as our computer networks and connections and access control systems and communications systems.

Data will be stored in a range of different places, including in your personnel file, in the Organisation's HR management systems and in other IT systems (including the Organisation's email system).

#### **Why the Organisation collects and uses personal data**

The Organisation needs to process data to enter into an employment contract with you and to meet its obligations under your employment contract. For example, it needs to process your data to provide you with an employment contract, to pay you in accordance with your employment contract and to administer pension and insurance entitlements.

In some cases, the Organisation needs to process data to ensure that it is complying with its legal obligations. For example, it is required to check an employee's entitlement to work in the UK, to deduct tax, to comply with health and safety laws and to enable employees to take periods of leave to which they are entitled.

In other cases, the Organisation has a legitimate interest in processing personal data before, during and after the end of the employment relationship. Processing employee data allows the Organisation to:

- Comply with our legal, regulatory and corporate governance obligations and good practice.
- Gather information as part of investigations by regulatory bodies or in connection with legal proceedings or requests.
- Run recruitment and promotion processes.
- Maintain accurate and up-to-date employment records and contact details (including details of who to contact in the event of an emergency), and records of employee contractual and statutory rights.
- Operate and keep a record of disciplinary and grievance processes, to ensure acceptable conduct within the workplace.
- Operate and keep a record of employee performance and related processes, to plan for career development, and for succession planning and workforce management purposes.
- Operate and keep a record of absence and absence management procedures, to allow effective workforce management and ensure that employees are receiving the pay or other benefits to which they are entitled.
- Obtain occupational health advice, to ensure that it complies with duties in relation to individuals with disabilities, meet its obligations under health and safety law, and ensure that employees are receiving the pay or other benefits to which they are entitled.
- Operate and keep a record of other types of leave (including maternity, paternity, adoption, parental and shared parental leave), to allow effective workforce management, to ensure that the Organisation complies with duties in relation to leave entitlement, and to ensure that employees are receiving the pay or other benefits to which they are entitled.
- Ensure Organisation policies are adhered to (such as policies covering email and internet use).
- Record transactions, training and quality control, ensuring the confidentiality of commercially sensitive information, security vetting, credit scoring and checking.
- Ensure effective general HR and business administration.
- Provide references on request for current or former employees, ensure safe working practices, monitoring and managing individual access to systems and facilities, administration and assessments.
- Marketing our business.
- Improving services.
- Respond to and defend against legal claims.

Some special categories of personal data, such as information about health or medical conditions, is processed to carry out employment law obligations (such as those in relation to employees with disabilities).

Where the Organisation processes other special categories of personal data, such as information about ethnic origin, sexual orientation or religion or belief, this is done for the purposes of equal opportunities monitoring. This is to carry out its obligations and exercise specific rights in relation to employment.

#### **Who has access to data?**

Your information may be shared internally, including with members of the HR team (including payroll), your line manager, managers in the business area in which you work and IT staff if access to the data is necessary for performance of their roles.

The Organisation shares your data with third parties in order to obtain pre-employment references from other employers, obtain employment background checks from third-party providers and obtain necessary criminal records checks from the Disclosure and Barring Service/PVG. The Organisation may also share your data with third parties in the context of a sale of some or all of its business. In those circumstances the data will be subject to confidentiality arrangements.

The Organisation also shares your data with third parties that process data on its behalf, in connection with its Human Resources provider, payroll, the provision of occupational health services and counselling service. The recipients of the information will be bound by confidentiality obligations. We may also be required to share some personal information as required to comply with law or regulation such as with HMRC and law enforcement agencies.

The Organisation will not transfer your data to countries outside the European Economic Area.

**How does the Organisation protect data?**

The Organisation takes the security of your data seriously. The Organisation has internal policies and controls in place to try to ensure that your data is not lost, accidentally destroyed, misused or disclosed, and is not accessed except by its employees in the performance of their duties.

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

**For how long does the Organisation keep data?**

Your data will be held for at least the duration of your employment. The periods for which your data is held after the end of employment are set out in our Data Protection Policy.

**Your rights**

You have a right to correct and access your information and to ask for it to be erased. Please contact Errin Anderson if (in accordance with applicable law) you would like to correct or request access to information that we hold relating to you or if you have any questions about this notice. You also have the right to ask for some but not all of the information we hold and process to be erased (the 'right to be forgotten') in certain circumstances. Errin Anderson will provide you with further information about the right to be forgotten, if you ask for it.

We hope that your Line Manager or Errin Anderson can resolve any query or concern you raise about our use of your information. If not, contact the Information Commissioner direct for further information about your rights and how to make a formal complaint.



## **IT Policy**

The aims of this policy are to ensure that computer systems, e-mail, the internet are used efficiently and for their intended purpose without infringing legal requirements or creating unnecessary business risk. Failure to comply with this policy may lead to disciplinary action, up to and including dismissal. At the same time, your conduct and/or actions may be unlawful or illegal and you may be personally liable.

All IT resource, including but not limited to computers, mobile devices, e-mail, voicemail and the internet are provided for business purposes and for carrying out activities consistent with your responsibilities.

Incidental and occasional personal use of these systems may be permitted, subject to the under noted restrictions. Any personal use is expected to be on your own time and not to interfere with your responsibilities.

### **Information and password security**

All information relating to our customers and business is confidential. Keep all information secure, use it only for the purposes it is intended and do not disclose any information to any third party. You must ensure that you keep your passwords safe and change them regularly. Do not disclose your password to anyone.

### **Computer virus protection**

The aim of this policy is to protect our systems from disruption intrusion and maintain the integrity and confidentiality of our information, copyright, trade secrets, and personal data on our staff, customers and other persons whose data we hold. All staff must comply with this policy. Non-compliance may be deemed as a serious disciplinary offence and could result in disciplinary action, up to and including dismissal.

- You must not unless previously authorised by your Line Manager attempt to load or download any executable programme on to any Organisation equipment.
- You must not connect any Organisation equipment to any personal equipment without permission. This includes wifi, USB devices, mobile telephones, music devices or portable data storage devices.
- You are not permitted to use Organisation equipment for computer games or any other non-Organisation software.
- You must only connect to the internet or e-mail system using the Organisation authorised connections and network.
- If computer equipment which allows transfer of programmes and data to and from third parties is used on the Organisation premises and has been authorised, it must be isolated from the computer network.

### **Monitoring computer use**

All the Organisation's resources, including computers, e-mails and voice-mail systems are provided solely for business purposes. To ensure compliance of this policy and others, at any time, without prior notice, the Organisation maintains the right and ability to examine any systems and inspect and review any and all data recorded in those systems. Therefore, you should not view your e-mail account as a private resource. Any information stored on a computer, whether the information is contained in a hard drive, computer disk or in any other manner may be subject to scrutiny by the Organisation.

### **Internet use**

You should not engage in any activity which is illegal, distasteful or is likely to have negative repercussions for the Organisation. You must not upload, download, use, retain, distribute or disseminate any images, text materials or software which:

- Are or might be considered indecent, obscene or pornographic.
- Are or might be offensive or abusive in that the content is or can be considered to be a personal attack, rude or personally critical, sexist, racist or in any way discriminatory, or generally distasteful.
- Encourage or promote activities which make unproductive use of your time.
- Encourage or promote activities which would, if conducted, be illegal or unlawful.
- Involve activities outside the scope of your responsibilities- for example- unauthorised selling/advertising of goods and services.

- Might affect or have the potential to affect the performance of, damage or overload the computer system, network and/or external communication in any way.
- Might be untrue, malicious or defamatory or incur liability on the part of the Organisation or adversely affect the image of the Organisation.
- Contain protected copyright material.
- You know or suspect contains viruses or phishing e-mails.

In addition, the following activities are strictly prohibited and will constitute an act of gross misconduct and result in summary dismissal;

- The introduction of password seeking or detecting software.
- Seeking to gain access to restricted areas of the network.
- The introduction of any form of computer virus.
- Hacking activities.
- Knowingly seeking to access data which you know or ought to know to be confidential.

#### **Use of e-mail**

- The e-mail system should not be used for a purpose detrimental to your job responsibilities, for spreading gossip or for personal gain or in breach of any of the Organisation's policies or procedures.
- E-mail messages should never use abusive or offensive language or contain confidential information (unless appropriate to your job role and with authorisation)
- Care should be taken when using e-mail, you should always adopt a formal, professional approach to salutations and content and ensure your e-mail signature is in line and approved to the Organisation branding and requirements.
- Bear in mind that all expressions of fact, intent and opinion via e-mail can be held against you and the Organisation in the same way a written or verbal statement can be. E-mail messages can give rise to legal action against you personally and/or the Organisation. In particular, legislation on discrimination, defamation, breach of confidentiality and/or breach of contract.
- Do not include anything in an e-mail that you cannot or are not prepared to account for. Do not make any statements on your own behalf or on behalf of the Organisation, which do or may defame, libel or damage the reputation of any person.
- You must not enter into any contractual commitments by e-mail.

Your business email address must not be used:

- To register an account on any website being used for personal reasons, or to receive communications from such websites e.g. Social networking sites such as Facebook and Twitter, eBay or similar sites, message boards or any blog sites.
- To receive communications relating to any personal businesses or income generating ventures, such as property letting.
- To subscribe to regular update emails for social activities such as cinema or theatre listings or other non-business purposes.

## Lone Working Policy

The Organisation recognises that there may be an increased risk to the health and safety of its employees whilst working alone. For this reason, we have devised a policy which sets out our approach in both identifying these risks and adequately managing them. Any questions regarding the operation of this policy should be addressed to your Line Manager.

### Definition

For the purposes of this policy, a lone worker is an individual who spends some or all of their working hours working alone. This may occur (1) during normal working hours at an isolated location within the normal workplace, (2) at a client's premises, and; (3) when working outside normal business hours.

### Legal position

Our duty to both assess and control any risks from lone working is governed by the Health and Safety at Work Act 1974 (HSWA). S.2 requires us to ensure, so far as is reasonably practicable, the health, safety and welfare of our employees. Similar duties are owed to other workers, such as agency temps under s.3 of the HSWA. This will be achieved by carrying out risk assessments in accordance with the Management of Health and Safety at Work Regulations 1999 (as amended).

### Risk assessment

Our risk assessments will cover all work currently undertaken alone (or proposed to be), where the risk may be increased by the work activity itself, or by the lack of on-hand support should something go wrong. Once all job roles involving lone working have been identified, the following factors will be considered:

- *Risk of violence.* All jobs involving an element of lone working will be assessed for a risk of verbal threats, or violence. The priority will be those involving face-to-face dealings with members of the public and/or cash handling.
- *Plant and equipment.* The plant and equipment used by lone workers will be assessed to ensure that it is suitable for use by one person.
- *Work at height.* If work at height is involved, both the work and the means of access will be assessed.
- *Chemicals.* Any existing, or planned use of chemicals will be considered with regards to their suitability for use by those working alone.
- *The worker.* The medical fitness of each worker to continue working alone will also be assessed. Any concerns will be referred to their GP.
- *Access and egress.* Some lone working may require access to locations which are difficult to access or exit. Where this is the case, an assessment will consider whether this type of task is suitable to be carried out by only one person.

### Control measures

In order to manage the risks identified, we have introduced the following control measures:

- *Communication.* Checks of site-based workers will be made every two hours. Off-site staff will be expected to call in at the end of each job.
- *First aid.* Those staff whose lone working activities occur off-site will be provided with a personal first-aid kit. It is the responsibility of each individual to ensure that it remains adequately stocked. Replacement contents can be obtained from Line Manager. For those working on our premises, first aid kits can be found in the main office.
- *Emergency procedures.* In the event that a lone worker falls ill, or into difficulties, they are to use the office phone. The main point of contact is the Manager or Chairperson.

### Training

Where necessary, all lone workers will be fully trained in the safe working practices to be adopted in order to carry out their tasks safely. This will apply to employees and other workers where applicable, such as agency staff and contractors.

**Manager duties**

It is the responsibility of individual line managers to monitor the tasks being carried out by their staff. In particular, they are responsible for ensuring that certain tasks are not carried out by one person alone. If the nature of tasks you are expected to carry out, change in any way, your Line Manager must ensure that a new risk assessment is carried out. They also need to ensure that any lone worker follows good working practices and safe systems of work.

**Lone worker duties**

All lone workers are expected to co-operate fully with any instructions given by your Line Manager. You are also expected to follow the Organisation's safe systems of work and any associated procedures. Failure to do so may be a disciplinary offence.

## **Remote Working Policy**

It is the Organisation's view that in some cases the promotion of remote working arrangements increases staff motivation, reduces employee stress, improves employee performance and productivity and encourages staff retention.

The benefits of remote working for the Organisation include:

- Control of office space requirements and containment of overhead costs.
- Staff retention, attraction and performance/productivity.
- Promotion of the Organisation as forward thinking and innovative.
- Maintenance of operational flexibility.

The benefits of remote working for employees include:

- Promotion of a good work/life balance.
- Job satisfaction.
- Flexibility.
- Saving of travel costs and commuting time.
- Reduced stress.

This policy sets out the Organisation's provisions on remote working. The remote working scheme is subject to ongoing monitoring and evaluation, to ensure that it continues to work effectively both in the interests of the Organisation and you.

### **Definition and scope**

Remote workers are employees who, in whole or in part, and with the agreement of the Organisation, are sometimes based at their home for the purpose of carrying out their job duties.

### **Remote working agreement**

#### **Caring commitments**

Remote workers must separate domestic and work activities/commitments as far as is reasonably possible. Employees with caring responsibilities will be required to demonstrate to the Organisation's satisfaction that the care arrangements for the dependant person do not conflict with or inhibit their ability to perform their job duties effectively. The remote worker must inform their Line Manager as soon as possible of any changes to caring arrangements that have implications for the work being undertaken from home.

Remote workers should inform their friends and family about their remote working arrangements to ensure interruptions are kept to a minimum during the working day.

#### **Health and safety risk assessment**

If you are a remote worker, you must agree to a formal health and safety risk assessment being carried out in your home (if requested by the Organisation) to identify any adjustments or equipment that may be necessary for you to carry out work in a safe environment.

The work area at home needs to be suitable for working. Ideally, you should have a separate room or work area set aside for working that is sufficient in terms of accommodating all the necessary furniture and office equipment and with appropriate lighting, heating, etc. It is your responsibility to take reasonable care to maintain the working environment to the agreed health and safety standards.

#### **Organisation equipment**

In order to enable the remote worker to work from home, the Organisation may provide you with designated items of office equipment. Office equipment may include computer hardware and software, laptop, printer, scanner, telephone, fax machine, answer machine, mobile phone, desk, chair, filing cabinet or any other item of office equipment. You agree that you are responsible for ensuring the equipment is properly looked after and

stored or otherwise kept safely and securely at all times. Failure to do so may result in remote working being withdrawn from you.

The Organisation reserves the right to require you to return the Organisation equipment at any time during your employment for any reason whatsoever, including, but not limited to, the termination of the remote working arrangement. In addition, on the termination of your employment for any reason, you must promptly and without unreasonable delay return the equipment and, in any event, this must take place by no later than any date specified at the time by the Organisation. Any item of office equipment must be returned in the same condition as it was provided, subject to reasonable wear and tear. If an item of office equipment is damaged whilst under your control, reasonable wear and tear excepted, you will be required to pay to the Organisation the cost of repairing the damage. In certain circumstances, this may include the replacement cost of the office equipment if it cannot in the Organisation's reasonable opinion be repaired.

Any office equipment is provided for your exclusive use in connection with your employment. This is particularly important with respect to computer equipment due to the risk of introducing computer viruses. Use of the office equipment for personal and private purposes or for any use other than for the Organisation's business is generally prohibited. If you are discovered using the equipment for personal or private purposes, this may be a disciplinary matter and it may also result in remote working being withdrawn. A deliberate, negligent or reckless failure to take proper care of an item of office equipment, resulting in it being lost, damaged or stolen, is also a disciplinary offence.

You may be asked to sign an agreement with the Organisation identifying the equipment on loan to you.

#### **Office attendance**

On request from your Line Manager, you may be required to attend the office on your remote working days for such purposes as management, team or client meetings/briefings, other business-related meetings, training, appraisals and performance assessment, disciplinary and grievance hearings and/or any other operational reasons. You must be flexible in attending the office when requested, although the dates of such visits will be agreed in advance whenever possible.

#### **Desk sharing**

When working in the office, you may be required to share a desk or work area with another worker who works in the office on different days.

#### **Remote working arrangements**

You are expected to fulfil your normal hours of work as set out in your contract of employment. You must also ensure you are available by telephone should there be a need for your Line manager or other work colleagues to check or clarify issues relating to your work, and you should be available should clients wish to speak to you directly. The Organisation will make every effort to ensure that adequate arrangements are put in place for the co-ordination of their work, although availability and co-ordination when working remotely is ultimately your responsibility.

The Organisation also reserves the right for a member of management to visit remote workers at home at agreed times for work-related purposes. It is a condition of the remote working agreement that you agree to accept visits from management in your home. Such visits may be for the purposes of:

- Providing a channel for reporting.
- Performance monitoring and feedback.
- General discussions about work-related matters.
- Ensuring health, safety and security.
- Delivering and collecting work.
- Any other work-related purposes that the Organisation considers appropriate.

#### **Confidentiality**

You must ensure the security and safekeeping of any confidential information provided by the Organisation. Such information should not be accessible to family or visitors. You are reminded that whilst remote working,

you are still bound by all the terms and conditions in your contract of employment, including terms related to confidentiality.

### **Insurance**

Office equipment supplied by the Organisation to remote workers is covered under the Organisation's insurance policy against theft, fire and damage. All equipment should be secured in a locked room if your home is left unoccupied at any time. If a locked room is not available, then the home must be locked when left unoccupied. Failure to do so may render the insurance cover invalid. You should inform your own buildings and contents insurer that additional office equipment has been provided and that you are working from home. The Organisation will not be responsible, in any circumstances, for any additional premiums requested by your insurance Organisation as a result.

The Organisation's employers' liability insurance covers remote working provided there has been a health and safety risk assessment of the working environment.

There should be no change to your council tax or domestic rates. The domestic rate is only affected if you are carrying out a business from your home.

### **Termination of remote working**

The Organisation reserves the right to terminate an employee's remote working arrangement at any time by serving one month's written notice of termination. This could happen because you are unable to maintain standards in accordance with the stated criteria or for business, technical or organisational reasons.

Where remote working arrangements are terminated, the Organisation is responsible for making arrangements for you to resume your job duties within the workplace.

## 5a. Family Friendly Policies

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### Introduction

The Organisation complies with all statutory requirements and offers family friendly policies in line with the appropriate statutory benefits scheme. You will see the various rights that apply to each type of leave, and flexible working, and the steps you must take to remain eligible for these rights.

The under noted policies in section 5 **are not** contractual but set out the way in which the Organisation manages different types of leave and flexible working.

### Maternity Leave Policy

The Organisation is committed to supporting expectant mothers in the workplace, on maternity leave and when they return to work. The following guidelines are for expectant mothers and their Line Managers and cover the Organisation's maternity leave and pay entitlements, procedures for keeping your Line Manager informed and to plan your return to work.

All pregnant women regardless of whether they are full time or part time or of how long they have been in their job are entitled to:

- Not be dismissed for any reason connected with their pregnancy or maternity leave.
- Receive up to 52 weeks' Maternity Leave.
- Paid time off for Antenatal care.
- Return to the same job after their Maternity Leave or a similar job with equally favourable conditions.
- Protection of your health and safety, and that of your baby
- Not suffer any unfair treatment and not to be dismissed or selected for redundancy on grounds related to your pregnancy

The first 26 weeks of leave is defined as Ordinary Maternity Leave (OML). In addition, all women have the right to a period of Additional Maternity Leave (AML) of 26 weeks.

You are required to notify the Organisation of your pregnancy and the date you intend to start your maternity leave in (or before) the 15th week before your baby is due. You should provide us with your MATB1 form (the maternity benefit certificate given to a pregnant woman by her GP or midwife stating the Expected Week of Childbirth (EWC))

The Organisation will normally reply in writing giving you information of your entitlements.

If you change the date you want to start your maternity leave you should give 28 days' notice to the Organisation and if you decide to return to work early you must give the Organisation 8 weeks' notice.

If you are absent from work due to sickness (wholly or partly because of pregnancy) within the 4 weeks before the EWC your Maternity Leave Period (MLP) will automatically start.

An employee who suffers a miscarriage after 24 weeks of pregnancy automatically has the right to the ordinary maternity period (AML and SMP are subject to eligibility).

### Statutory Maternity Pay (SMP)

If you have completed at least 26 weeks' continuous service ending with your qualifying week (15<sup>th</sup> week before your expected week of childbirth), and are still employed that week, you will generally qualify to receive SMP provided you meet eligibility conditions in place at the time.

SMP is paid for up to 39 weeks, the first 6 weeks are paid at 90% of your average weekly earnings with the remaining 33 weeks paid at the current statutory rate (or 90% of your average weekly earnings if this figure is lower than the current statutory rate). SMP is subject to normal statutory deductions.



### **Health & Safety**

The Organisation will carry out a risk assessment and remove risks or make alternative arrangements both during your pregnancy and on return to work if required. To protect you and your baby's safety you should notify your Line Manager of your condition as soon as possible. You should not return to work within the first 2 weeks after the birth of your child.

During your pregnancy and after you have given birth (for up to 6 months) or while you are breast feeding, the Organisation will ensure that the kind of work you are doing and your working conditions do not endanger yours, your foetus or your baby's health.

### **Ante-Natal Appointments**

You are entitled to paid time off to attend ante-natal appointments and classes which are advised by your midwife or medical practitioner. (You will be asked for evidence of your appointments from the second appointment onwards).

### **Keeping in Touch Days (KITs)**

You can work for up to 10 days, by mutual agreement with your Line Manager, without this affecting your Maternity Leave or Maternity Pay. The idea behind this is to enable you to keep in touch, attending training days or any other activity that would help you stay in touch. The days do not have to be worked consecutively and you will be paid your normal hourly rate or the appropriate rate for the work you undertake on these days. Working part of a day will count as one full 'KIT' day, however, you will only be paid for the hours actually worked. Your Line Manager may make reasonable contact with you during your leave – for example to plan your return to work.

### **Returning to Work**

You are entitled to return to the same job following Ordinary Maternity Leave, at the same place and in the same capacity, on terms and conditions of employment no less favourable than those at the commencement of your Ordinary Maternity Leave and to any improvements implemented in your absence.

On return from Additional Maternity Leave you are entitled to the same job and the same terms and conditions, or to another suitable job if that is not reasonably practicable.

Should you wish to return before the end of your ordinary or additional maternity leave you should provide at least 8 weeks' notice. You do not need to give notice if you intend to return to work immediately after the end of your ordinary maternity leave.

If you decide not to return to work, then you will need to give notice of your resignation as soon as possible, and no later than in accordance with your contract. If your notice period would extend beyond the date when your leave has ended, the Organisation may require you to work the remainder of your notice period.

If you are unable to return to work at the end of your leave for any reason you must notify your Line Manager of your absence from work in the normal manner. In any other case, late return without prior authorisation will be recorded as unauthorised and unpaid in accordance with the Organisation's Disciplinary Procedures.

## **Adoption Leave**

The Organisation is committed to supporting employees who are adopting a child. The following guidelines cover the Organisation's adoption leave and pay entitlements, procedures for keeping your Line Manager informed and to plan your return to work. This policy also applies to employees fostering a child subject to meeting certain eligibility criteria.

All employees who are adopting a child regardless of whether they are full time or part time or of how long they have been in their job are entitled to:

- Not be dismissed for any reason connected with your adoption leave.
- Receive up to 52 weeks' Adoption Leave.
- Paid time off for pre-placement appointments (for the primary/sole adopter).
- Return to the same job after their Adoption Leave or a similar job with equally favourable conditions.
- Not suffer any unfair treatment and not to be dismissed or selected for redundancy on grounds related to your adoption leave

You can start your adoption leave on the date the child is actually placed with you or on any date within the 14-day period ending with the date the child is expected to be placed with you.

If you are adopting a child from abroad then the leave can start either on the date the child enters the UK or within 28 days of the date the child enters the UK.

The first 26 weeks of leave is defined as Ordinary Adoption Leave (OAL). In addition, all women have the right to a period of Additional Adoption Leave (AAL) of 26 weeks.

You must notify the Organisation in writing of the date you expect the child to be placed with you and the date you wish your adoption leave to begin.

The Organisation will normally reply in writing giving you information of your entitlements.

If you change the date you want to start adoption leave you should give 28 days' notice to the Organisation and if you decide to return to work early you must give the Organisation 8 weeks' notice.

### **Surrogate Parents**

Surrogate parents who meet the criteria to apply for a parental order will be eligible to benefit from this policy (and shared parental leave and pay) if they meet the qualifying criteria.

### **Statutory Adoption Pay (SAP)**

If you are the primary/sole adopter and have completed at least 26 weeks' continuous service extending into the matching week (the week beginning on a Sunday and ending on a Saturday in which you are notified of having been matched with a child), and are still employed that week, you will generally qualify to receive SAP provided you meet eligibility conditions in place at the time.

SAP is paid for up to 39 weeks, the first 6 weeks are paid at 90% of your average weekly earnings with the remaining 33 weeks paid at the current statutory rate (or 90% of your average weekly earnings if this figure is lower than the current statutory rate). SAP is subject to normal statutory deductions.

### **Pre-placement Appointments**

If you are the primary/sole adopter you are entitled to paid time off to attend up to five adoption appointments of up to 6½ hours each to make contact and bond with the child. For joint adoptions, one adopter can take paid time off and the other adopter can attend up to two unpaid appointments. The Organisation will ask for evidence of the appointments and you should give your Line Manager as much notice as possible of these appointments.

You should note that if you exercise your right to take paid time off to attend pre-placement appointments you will be unable to take paternity leave instead of adoption leave. This means your partner would have to take up to two weeks' paternity leave. However, if you do not wish to restrict your leave entitlements, you can take unpaid time off in respect of pre-placement appointments.

### **Keeping in Touch Days (KITs)**

You can work for up to 10 days, by mutual agreement with your Line Manager, without this affecting your Adoption Leave or Adoption Pay. The idea behind this is to enable you to keep in touch, attending training days or any other activity that would help you stay in touch. The days do not have to be worked consecutively and you will be paid your normal hourly rate or the appropriate rate for the work you undertake on these days. Working part of a day will count as one full 'KIT' day, however, you will only be paid for the hours actually worked. Your Line Manager may make reasonable contact with you during your leave – for example to plan your return to work.

### **Returning to work**

You are entitled to return to the same job following Ordinary Adoption Leave, at the same place and in the same capacity, on terms and conditions of employment no less favourable than those at the commencement of your Ordinary Adoption Leave and to any improvements implemented in your absence.

On return from Additional Adoption Leave you are entitled to the same job and the same terms and conditions, or to another suitable job if that is not reasonably practicable.

Should you wish to return before the end of your ordinary or additional adoption leave you should provide at least 8 weeks' notice. You do not need to give notice if you intend to return to work immediately after the end of your ordinary adoption leave.

If you decide not to return to work, then you will need to give notice of your resignation as soon as possible, and no later than in accordance with your contract. If your notice period would extend beyond the date when your leave has ended, we may require you to work the remainder of your notice period.

If you are unable to return to work at the end of your leave for any reason you must notify your Line Manager of your absence from work in the normal manner. In any other case, late return without prior authorisation will be recorded as unauthorised and unpaid in accordance with the Organisation's Disciplinary Procedures.

## **Paternity Leave**

You can take Paternity Leave in relation to the birth or adoption of a child or if you are having a baby through a surrogacy arrangement. You can choose to take either 1 week or 2 consecutive weeks' leave. The amount of time is the same even if you have more than one child (e.g. twins). If you wish to take paternity leave you must notify the Organisation by the 15<sup>th</sup> week before the expected week of childbirth, stating:

- The week the child is due to be born or expected date of placement.
- Whether you wish to take one week or two weeks' leave.
- When you want the leave to start.

Leave can't start before the birth. The start date must be either the date the child is born or placed for adoption or from a chosen number of days or weeks after that date.

You can change your mind about the date on which you want your leave to start provided you notify the Organisation in writing at least 28 days in advance. You must also notify the Organisation the date you expect any payments of SPP to start at least 28 days in advance, unless this is not reasonably practicable.

### **Statutory Paternity Pay (SPP)**

SPP for eligible employees is paid for up to 2 weeks at the statutory rate in place at the time or at 90% of your average weekly earnings if this figure is lower than the current statutory rate.

SPP is subject to normal statutory deductions.

### **Returning to Work**

You are entitled to return to the same job following Paternity Leave, at the same place and in the same capacity, on terms and conditions of employment no less favourable than those at the commencement of your Paternity Leave and to any improvements implemented in your absence.

On return from Paternity Leave you are entitled to the same job and the same terms and conditions, or to another suitable job if that is not reasonably practicable.

You do not need to give notice if you intend to return to work immediately after the end of your paternity leave.

If you decide not to return to work, then you will need to give notice of your resignation as soon as possible, and no later than in accordance with your contract. If your notice period would extend beyond the date when your leave has ended, we may require you to work the remainder of your notice period.

If you are unable to return to work at the end of your leave for any reason you must notify your Line Manager of your absence from work in the normal manner. In any other case, late return without prior authorisation will be recorded as unauthorised and unpaid in accordance with the Organisation's Disciplinary Procedures.

## Shared Parental Leave and Pay

Shared Parental Leave (SPL) allows eligible parents, adoptive parents and those fostering a child the right to share up to a maximum of 50 weeks leave to spend with their child. This policy details eligibility criteria as well as explaining rights to time off and pay.

### Eligibility

Each parent qualifies separately for Shared Parental Leave (SPL) and Statutory Shared Parental Pay (ShPP).

If you're eligible you can start SPL and take leave in separate blocks, instead of taking it all in one go like maternity or adoption leave. You can also share the leave between you and your partner, if you're both eligible.

To qualify for SPL, you must share responsibility for the child with one of the following:

- Your husband, wife, civil partner or joint adopter.
- The child's other parent.
- Your partner (if they live with you and the child).
- You or your partner must be eligible for maternity pay or leave, adoption pay or leave or Maternity Allowance and must have ended or given notice to reduce any maternity/adoption leave entitlements.

You must also:

- Have been employed continuously by the Organisation for at least 26 weeks by the end of the 15th week before the due date (or by the date you're matched with your adopted child).
- Be employed by the Organisation at the start of each period of SPL.

During the 66 weeks before the week the baby's due (or the week you're matched with your adopted child) your partner must:

- Have been working for any 26 out of the 66 weeks preceding the baby's expected date of birth/placement date.
- Have minimum earnings (as set by the Government on an annual basis) in 13 of the 66 weeks.
- This can be as an employee, worker or self-employed person. Your partner doesn't have to be working at the date of birth or when you start SPL or ShPP.

### Leave

You may be eligible for Shared Parental Leave (SPL) and Statutory Shared Parental Pay (ShPP), which allows both parents the opportunity to share SPL and ShPP between you if you're both eligible.

To start SPL or ShPP the mother must end her maternity leave (for SPL) or her maternity allowance or maternity pay (for ShPP). If she doesn't get maternity leave (but she ends her maternity allowance or pay early) her partner might still get SPL.

If you're adopting, then you or your partner must end any adoption leave or adoption pay early instead.

If you're eligible you can take:

- The remaining leave as SPL (50 weeks minus any weeks of maternity or adoption leave).
- The remaining pay as ShPP (37 weeks minus any weeks of maternity pay, maternity allowance or adoption pay).

If neither of you is entitled to maternity or adoption leave, then SPL will be 52 weeks minus any weeks of maternity pay, maternity allowance or adoption pay.

### **Commencing the Leave or Pay**

You can only start Shared Parental Leave (SPL) or Shared Parental Pay (ShPP) once the child has been born or placed for adoption. The mother (or the person getting adoption leave or pay) must do one of the following:

- End any maternity or adoption leave by returning to work.
- Give 'binding notice' of the date when they plan to end any maternity or adoption leave.

They must also end any maternity pay, maternity allowance or adoption pay. If they don't get leave (e.g. they're an agency worker or self-employed) they must still end any pay.

The mother or adopter must give at least 8 weeks' notice to their employer (for maternity or adoption pay) or to Jobcentre Plus (for maternity allowance) if they haven't returned to work.

You can start SPL or ShPP while your partner is still on maternity or adoption leave and pay as long as they've given binding notice to end it.

A mother can't return to work before the end of the compulsory 2 weeks of maternity leave following the birth. If you're adopting, the person claiming adoption pay must take at least 2 weeks of adoption leave.

### **Notifying the Organisation**

You must give notice in writing to the Organisation, if you want to start Shared Parental Leave (SPL) or Pay (ShPP) by completing the relevant forms, available from your Line Manager.

We may ask you for more information, this may include:

- A copy of the birth certificate.
- A declaration of the place and date of birth (if the birth hasn't been registered yet).
- The name and address of your partner's employer or a declaration that your partner has no employer.

If you're adopting, we may ask for the:

- Name and address of the adoption agency.
- Date you were matched with the child.
- Date the child will be start to live with you.
- Name and address of your partner's employer or a declaration that your partner has no employer.

### **Booking blocks of leave**

You can book up to 3 separate blocks of Shared Parental Leave (SPL) instead of taking it all in one go, even if you aren't sharing the leave with your partner.

If your partner is also eligible for SPL, you can take up to 3 blocks of leave each. You can take leave at different times or both at the same time.

You must tell the Organisation about your plans for leave when you apply for SPL. You can change these plans later but you must give at least 8 weeks' notice before you want to begin a block of leave.

### **Health and Safety**

A risk assessment will be carried out to identify and remove risks or make alternative arrangements both during your pregnancy and on return to work if required. To protect you and your baby's safety you should notify your Line Manager of your condition as soon as possible. You should not return to work within the first 2 weeks after the birth of your child.

During your pregnancy and after you have given birth (for up to 6 months) or while you are breast feeding, the Organisation will ensure that the kind of work you are doing and your working conditions do not endanger yours, your foetus or your baby's health.

### **Shared Parental Pay**

You can get ShPP if you're an employee and one of the following applies:

- You're eligible for Statutory Maternity Pay (SMP) or Statutory Adoption Pay (SAP).
- You're eligible for Statutory Paternity Pay (SPP) and your partner is eligible for SMP, maternity allowance (MA) or SAP.
- You can also get ShPP if you're a worker and you're eligible for SMP or SPP.

ShPP is paid at the statutory rate or 90% of your average weekly earnings, whichever is lower. ShPP is treated as earnings and is thus subject to PAYE and NI deductions.

### **Annual Leave**

Annual Leave days can be used either side of your Shared Parental Leave to extend your time off. You will still accrue your normal annual leave during your SPL.

### **Contact during SPL**

Shortly before your SPL starts your Line Manager will discuss with you the most suitable arrangements for keeping in touch during your leave. The Organisation reserve the right in any event to maintain reasonable contact from time to time to discuss your plans for return to work, any special arrangements to be made, or any training to be given to ease your return to work, or simply to update you on any developments at work which we feel you should be aware of.

### **Keeping in Touch Days (SPLIT)**

In addition to the usual 10 keeping in touch (KIT) days for employees on maternity/adoption leave, you may, by agreement with your Line Manager, work up to 20 days' work, while your taking SPL, these are known as Shared Parental Leave in Touch' (or SPLIT) days. The idea behind this is to enable you to keep in touch, attend training days or any other activity that would help you stay in touch.

The days do not have to be worked consecutively and you will be paid your normal hourly rate or the appropriate rate for the work you undertake on these days. Working part of a day will count as one full 'KIT' day, however, you will only be paid for the hours actually worked.

Your Line Manager may make reasonable contact with you during your leave – for example to plan your return to work.

### **Returning to Work**

You are entitled to return to the same job following SPL, at the same place and in the same capacity, on terms and conditions of employment no less favourable than those at the commencement of your SPL and to any improvements implemented in your absence.

On return from SPL you are entitled to the same job and the same terms and conditions, or to another suitable job if that is not reasonably practicable.

Should you wish to return before the end of your SPL you should provide at least 8 weeks' notice. You do not need to give notice if you intend to return to work immediately after the end of your SPL.

If you decide not to return to work, then you will need to give notice of your resignation as soon as possible, and no later than in accordance with your contract. If your notice period would extend beyond the date when your leave has ended, the Organisation may require you to work the remainder of your notice period.

If you are unable to return to work at the end of your leave for any reason you must notify your Line Manager of your absence from work in the normal manner. In any other case, late return without prior authorisation will be recorded as unauthorised and unpaid in accordance with the Organisation's Disciplinary Procedures.

## **Ordinary Parental leave**

Ordinary Parental Leave should not be confused with Shared Parental Leave. If you are eligible you can take unpaid Ordinary Parental Leave for the purpose of caring for a child.

If you have completed one year's continuous service with the Organisation, you are entitled to 18 weeks' unpaid parental leave for each child born or adopted. The leave can start once the child is born or placed for adoption, or as soon as the employee has completed a year's service, whichever is later. You can take the leave at any time up until the child's 18<sup>th</sup> birthday.

If you wish to take ordinary parental leave you must notify the Organisation in writing giving 21 days' notice. In cases where this isn't possible you should give notice as soon as possible.

Ordinary parental leave should be taken in blocks of a week or multiples of a week and not as single days off unless your child is disabled.

You cannot take more than four weeks during a year per child and a week is based on your normal working pattern.

### **Returning to work**

You are entitled to return to the same job following Ordinary Parental Leave, at the same place and in the same capacity, on terms and conditions of employment no less favourable than those at the commencement of your Parental Leave and to any improvements implemented in your absence.

On return from Parental Leave you are entitled to the same job and the same terms and conditions, or to another suitable job if that is not reasonably practicable.

You do not need to give notice if you intend to return to work immediately after the end of your parental leave.

If you decide not to return to work, then you will need to give notice of your resignation as soon as possible, and no later than in accordance with your contract. If your notice period would extend beyond the date when your leave has ended, we may require you to work the remainder of your notice period.

If you are unable to return to work at the end of your leave for any reason you must notify your Line Manager of your absence from work in the normal manner. In any other case, late return without prior authorisation will be recorded as unauthorised and unpaid in accordance with the Organisation's Disciplinary Procedures.



## **Contractual Benefits during a Period of Statutory leave**

During a period of statutory leave as outlined above, all terms and conditions of your employment contract except for normal pay will continue. Salary will be replaced by statutory pay if you are eligible.

The Organisation's policy in relation to specific benefits is as follows: -

### **Pension**

During any period of paid leave you are eligible to receive you will continue to receive employer contributions to your pension – the percentage of which will be based on your normal contractual salary.

Contributions will not be made during any period of unpaid leave.

The percentage of salary that you are contributing will remain the same, but it will be based on the amount of pay you receive during your period of leave – whether this is statutory or contractual, or a combination of both.

### **Annual Leave**

You will continue to accrue contractual holidays (including bank/public holidays) whilst on leave. Your Line Manager will discuss options with you prior to you commencing a period of statutory leave to agree a holiday plan which suits both you and the Organisation and is in line with the Organisation's rules on booking holidays.

You cannot take your annual holiday entitlement at the same time as a period of leave, and therefore should make sure you book your holidays before any period of statutory leave commences or after it has finished. If you decide not to return to work at the end of your leave, any outstanding holiday entitlement accrued to date of leaving, will be paid in your final salary payment.

## **Time Off For Family and Dependants**

You are entitled to take reasonable unpaid time off to deal with sudden or unexpected problems with a dependant. A dependant is a spouse, partner, child, grandchild, parent or someone who relies on you for their care or to make arrangements for their care.

Reasonable time off will be granted in the following circumstances:

- For the birth, sickness, injury or death of a dependant.
- To make arrangements for the care of a sick or injured dependant or to make arrangements to deal with an unexpected disruption to care arrangements.
- To deal with an unexpected incident involving your child at school or another educational establishment responsible for them.

The right is only to deal with emergencies and to put care arrangements in place. This means that in the case of a dependant's illness, for example, you are not entitled to time off for the duration of the dependant's illness. In most cases the amount of time off will not exceed one or two days.

You are required to inform your Line Manager as soon as practicable of your absence, the reason for it and how long you expect to be away from work. If a longer period of time off is required and no longer qualifies as time off for family and dependants, the Organisation will consider granting a period of discretionary unpaid leave or annual leave at short notice.

If you are unable to return to work at the end of your leave for any reason you must notify your Line Manager of your absence from work in the normal manner. In any other case, late return without prior authorisation will be recorded as unauthorised and unpaid in accordance with the Organisation's Disciplinary Procedures.

## **Parental Bereavement Leave Policy**

Sadly, bereavement is something that will affect all of us at some point in our lives, the Organisation has developed this policy to allow parents to take a period of leave following the loss of a child under the age of 18 years or if the parent suffers a stillbirth from 24 weeks of pregnancy.

A bereaved parent includes primary carers, not just parents. This includes adopters, foster parents and guardians or anyone who has taken the main responsibility for a child's care in the absence of their parents.

### **Parental Bereavement Leave**

The bereaved parent can choose to take either one week or two weeks of leave, provided the leave is taken in blocks of one or two weeks and within 56 days from the loss of the child. If you wish to take parental bereavement leave you must notify the Organisation. The start date of leave should be within 56 days of the loss.

You can change your mind about the date on which you want your leave to start provided you notify the Organisation. If eligible, you must also advise of the date you expect any payments of Statutory Parental Bereavement Pay to start, unless this is not reasonably practicable.

### **Statutory Parental Bereavement Pay (SPBP)**

If you have completed at least 26 weeks' continuous service ending with week of the loss of your child and are still employed that week, you will generally qualify to receive SPBP provided.

SPBP for eligible employees is paid for up to two weeks at the statutory rate in place at the time or at 90% of your average weekly earnings if this figure is lower than the current statutory rate.

Please contact your Line Manager for more information.

### **Additional Support**

Please refer to the Mental Health and Wellbeing Policy contained within this Handbook for further information on how the Organisation can support you further.

## **Flexible working**

The Organisation recognises that Flexible working can provide benefits to both employees and the business and aims to support employees where possible and practical to manage the balance between work and home life.

All employees have the statutory right to ask to work flexibly after 26 weeks' continuous service. You can only make a statutory request once in any 12-month period, please contact your Line Manager in the first instance.

If the Organisation arranges a meeting to discuss your application (including any appeal) and you fail to attend both this and a rearranged meeting without good reason, the Organisation will consider your request withdrawn and will notify you of this.

### **Making a request**

All requests shall ideally be made in writing and must include the following information:

- The date of your application.
- The change to working conditions you are seeking.
- When you would like the change to take effect from.
- Whether you are seeking the change on a temporary or permanent basis.
- What effect, if any, your change would have on the business and suggestions as to how to deal with these.
- A statement that this is a statutory request and if and when you have made a previous application for flexible working.

### **Considering your request**

On receipt of your request, your Line Manager may arrange a meeting to discuss your application. The aim of this meeting is to explore the suggested change to your working conditions in detail and determine how best it might be accommodated. You have the statutory right to be accompanied by a currently employed fellow employee during the meeting.

If the Organisation can agree to your request in its entirety a meeting may not be considered necessary.

You will be notified in writing of the outcome of your request. If accepted, the letter will detail the changes to your terms and conditions of employment and the date they will become effective. This will be a permanent change to your contract of employment (unless agreed otherwise).

In certain circumstances the Organisation may find it appropriate to trial any change initially before agreeing to a permanent change.

### **Rejecting your request**

If the Organisation rejects your request it will confirm the reason/s to you in writing and in accordance with the legislation.

If your request is refused you can appeal within 5 working days of receiving the decision. Your appeal should be in writing to the person named in the letter you receive, outlining the grounds for appeal. You will be invited to attend an appeal hearing and you have the statutory right to be accompanied by a currently employed fellow employee.

### **Timescales for dealing with your request**

The law requires that all requests, including any appeals, must be considered and decided on within a period of three months from first receipt, unless the Organisation agrees to extend this period with you.

## **6. Health and Safety Policy**

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The Organisation requires you to take care of your own health and safety and that of your fellow employees and other individuals on the premises.

In order that the most satisfactory and safe working environment is created and maintained within the Organisation's premises you must observe the Organisation's Health & Safety Policy which can be found on the shared drive.

The Organisation will do all it can to ensure the well-being and safety of all employees whilst at work. Any employee who by his or her actions endangers the health or safety of themselves or others whilst at work will be subject to disciplinary action up to and including summary dismissal.

### **Health and Safety Appointed Person**

The health and safety appointed person for the Organisation is the Chairperson.

### **Accidents**

You must immediately report any incident, however slight, to your Line Manager and have it recorded in the Accident Book. Should you be absent from work as a result of an accident occurring at work which was not reported by you at the time, you must submit a report of the accident together with a doctor's certificate.

You are required to refund to the Organisation any Organisation sick pay/Discretionary pay paid to you during any period of absence arising from injury caused by the negligence of a third party, from any successful third party claim for damages.

### **Fire Safety**

Full details of fire drills and the procedure in event of fire will be given to you during your induction. Any queries regarding fire safety should be directed to your Line Manager.

Under no circumstances should you be in Organisation premises outside of your normal working hours or without a fellow employee being present, unless you have obtained the prior authorisation from your Line Manager.

### **First Aid**

The First Aid box is stored in the kitchen.

There are trained First Aiders and they will be introduced to you as part of your Induction.

Should you have an accident or injure yourself whilst in work, please alert your Line Manager immediately and record the incident in the accident book.

### **Manual Handling**

Please ensure you take care when carrying or lifting heavy objects and employ a common sense approach i.e. do not lift anything too heavy or awkward for you and request assistance where appropriate. For further details on manual handling advice and techniques please consult your Line Manager.