Employee Handbook
Scottish Veterans Residences (SVR)

Updates and amendments to the Handbook will be notified by email. Employees should always refer to the electronic version to ensure they are complying with current policy. For clarity, this Handbook is for Employees only. Volunteers should consult the Volunteers Policy

Employee Handbook
Scottish Veterans Residences (SVR)

Version	Author	Dated	Changes	Page
1	Company Secretary	30/10/17	New	-
2	Company Secretary	06/04/18	Recruitment Policy Updated	64
3	HR Consultant	22/05/18	Updated Data Protection Policy	91
			Replaced references to Data Protection Act 1998 to Data Protection legislation, in line with new GDPR	Throughout
4	Company Secretary	14/07/20	References to SVHA removed	Throughout
			Personal Accident and Confidential Helpline added. Long Service Awards re-instated.	6,7
			Parental Bereavement Leave added	17
			FOISA added	95
			Updated Equality policy	119
			Complaint against CEO added	135

Contents

Employee Handbook

This Employee Handbook is designed both to introduce you to the organisation and to be of continuing use during your employment with us. The handbook provides you with information regarding the rules and procedures governing your employment with the organisation and all staff are required to make themselves familiar with the content of each section.

The basic terms and conditions of your employment are in accordance with, and subject to, the relevant provisions of your Contract of Employment and the provisions of this handbook. The conditions set out in this handbook may be varied or revoked by the organisation from time to time with appropriate written notice being given to employees, subject to current legislation.

I hope that you will find the information contained in the employee handbook both informative and helpful. If you require clarification or any additional information please refer to your line manager.

Please complete the following declaration confirming that you have read and understood the contents of the employee handbook and return it to the Company Secretary

Employee Declaration

"Employees' contractual terms and conditions of employment are as identified in their employment contracts and in this employee handbook (as such documents may from time to time be varied in writing) and are the only terms and conditions upon which employees are employed by the organisation and may not be varied except by a document in writing that is issued and signed by or on behalf of the organisation.

I confirm that I have read, understood and agree to the conditions as stated in the employee handbook and understand that the version of this handbook that applies will be the latest version issued or found online."

Signed

Date

Remuneration and Benefits

Remuneration
Salaries for permanent and temporary members of staff (excluding agency workers) are paid on the last Friday of each calendar month by transfer directly into each individual's bank or building society account.

Employees will receive an itemised pay statement of their earnings and deductions on or around the date on which they are paid.

It is the responsibility of each employee to ensure that the organisation:

- has details of his/her bank or building society account number and sort code;
- is advised of any changes to his/her bank or building society account; and
- is told about any payment anomalies that the employee discovers (e.g. overpayment of wages).

Employees who have any queries or problems concerning payment of their salary should contact their line manager.

Salary Reviews
Employees' basic rates of pay will normally be reviewed annually in January although any increases will be at the absolute discretion of the organisation. Reviews may take place at other times of the year to reflect a change in circumstances. Any resulting changes to pay will be notified to employees in writing.

Pension
Pension provision is contained in individual Contracts of Employment.

The organisation offers an auto-enrolment pension scheme with Royal London. Full details of the scheme will be given to employees upon commencement of employment, including the minimum level of contributions that they are required to make during their membership and their right to opt out if they do not want to be a member of the scheme. While participating in the scheme, employees agree to worker pension contributions being deducted from their salary.

Membership of the scheme is subject to its rules as may be amended from time to time, and the organisation may replace the scheme with another pension scheme at any time.

If an employee ceases to be a member of the scheme for any reason, the organisation will re-enrol them automatically into a pension scheme as and when required by law.

Further details about the scheme, can be obtained from The Company Secretary.

Personal Accident Insurance

SVR has in place Personal Accident insurance which provides a benefit (which would come via the organisation) in the event of accidental bodily injury to employees and trustees, resulting in death or disablement. This also come with the provision of a counselling helpline for employees.

Counselling Service Helpline – 0117 934 0105

This is a confidential service available to individual employees to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work. When calling you need to quote the policy no. 86403482ECA. The insurers are Aviva.

Any benefit will be at the discretion of Scottish Veterans Residences and subject to the terms and conditions of our insurance policy.

Annual Leave
The annual leave year runs from 1st January to 31st December. Annual Leave entitlement is contained in individual Contracts of Employment. Holiday entitlement is pro-rated for part-time employees and is calculated based on the number of hours/days the employee works.

Further information regarding holidays can be found in the **Annual Leave Policy.**

Sickness
Notification of illness must be given to the employee's line manager at least one hour before the beginning of the first working day of absence.

Employees may self-certify their absence for the first 7 calendar days (including weekends). From the 8th day, a medical certificate is required. A final Doctor's Fit to work note, giving the date on which you will be fit to resume work, must be given to your Line Manager, prior to your return to work.

Upon return to the office, employees must complete and return Self Certification Form and where appropriate, enclose a medical certificate. Your Line Manager will then conduct a Return to Work interview to establish:

- The reason for and cause of your absence
- Your fitness to return to work
- Whether you need any support to return to work

Full details of the absence procedure can be found in the **Absence Management Policy.**

Long Service Awards
The following Awards recognise those members of staff who have given long and dedicated service to the organisation:

A Employees with 15 years' service will receive £25 for each year of service.
This award is subject to Tax & NI payments.

B Employees with 20 years' service will receive £50 for each year of Service.
This award is exempt from Tax & NI payments.

C Employees with 25 years' service will receive £75 for each year of Service.
This award is subject to Tax & NI payments.

Absence from Work

Annual Leave

General
The holiday year runs from 1st January to 31st December. Holiday entitlement is pro-rated for part-time employees depending upon the days and hours worked.

All holiday must be taken during the holiday year in which it is accrued. Carrying over holidays is not permitted, apart from in exceptional circumstances with the prior approval of the Line Manager, where a maximum of 5 days or equivalent (pro rated for part time /non standard hour employees) can be carried. In the event of this happening, the carried over leave must be used before the 31st March.

All holiday dates must be approved in advance and in writing, by the employee's line manager. Holidays should be requested in blocks, with a half day/shift minimum. As much notice as possible of proposed holiday dates must be given to the manager to ensure adequate staffing coverage at all times, with a minimum of two weeks' notice required.

The organisation reserves the right to refuse a holiday request or require the employee to take holidays on particular dates as determined by the needs of the business.

Public Holidays
All recognised public and bank holidays are included in the annual holiday entitlement.

Employees who work part-time are entitled to the same public holiday terms as comparable full-time employees, but on a pro-rata basis.

Holiday entitlement in year of commencement
If the employee joins the organisation part way through a holiday year, he/she will be entitled to a proportion of his/her holiday entitlement based on the period of his/her employment in that holiday year.

During the employee's first year of service, he/she will not normally be allowed, unless otherwise agreed by his/her line manager, to take more holiday than he/she has actually accrued at the time holiday is taken. Entitlement during the employee's first year is calculated monthly in advance at the rate of one-twelfth of the full year's entitlement.

Holiday pay on termination of employment
If the employee leaves the organisation's employment part way through a holiday year and has accrued holidays outstanding to them, the organisation may at its discretion require the employee to take the outstanding holiday during any notice period or make a payment in lieu thereof.

If, on the employee's date of termination, he/she has taken paid holiday leave in excess of earned entitlement, he/she will be required to reimburse the organisation (by means of deduction from salary if necessary) in respect of such holiday.

No payment in lieu of accrued contractual holiday will be made to the employee (and where appropriate a deduction will be made from salary) in the event of his/her termination for gross misconduct or in the event of the employee giving inadequate notice of termination or leaving before the contractual notice period has expired. Contractual holiday for these purposes means all and any leave entitlement provided for in the employee's contract that is over and above the minimum statutory leave period provided for in the Working Time Regulations 1998.

Sickness during holiday
Where an employee falls sick or is injured while on holiday, the organisation will allow the employee to transfer to sick leave and take replacement holiday at a later time. This policy is subject to the following strict conditions:

- The total period of incapacity must be fully certificated by a qualified medical practitioner where it exceeds seven days. You must obtain a Doctor's report about your medical condition, even if this is less than 7 days, if you wish to reclaim your annual leave.
- The employee must contact their manager (by telephone if possible) as soon as he/she knows that there will be a period of incapacity during a holiday.
- The employee must submit a written request no later than 10 days after returning to work setting out how much of the holiday period was affected by sickness and the amount of leave that the employee wishes to take at another time.
- Where the employee is overseas when he/she falls ill or is injured, evidence must still be produced that the employee was ill by way of either a medical certificate or proof of a claim on an insurance policy for medical treatment received at the overseas location.

Where the employee fulfils all of the above conditions, the organisation will grant the employee the same number of days replacement holiday leave as the number of holiday days lost due to sickness or injury.

If an employee is ill or is injured before the start of a period of planned holiday, the organisation will agree to the employee postponing the holiday dates to another mutually agreed time. Any period of sickness absence will then be treated in accordance with the organisation's normal policy on sickness absence. The employee must submit a written request to postpone the planned holiday and this must be accompanied by a letter from his/her doctor confirming that he/she is unfit, or is still likely to be unfit, to take the holiday.

An employee must request to take any replacement holiday in accordance with the organisation's normal holiday policy, and should endeavour to take the replacement holiday in the same holiday year in which it was accrued. However, where an employee has good reason for not being able to do so, the organisation will allow the employee to carry that leave forward into the next holiday year. The organisation may require an employee to take all or part of his/her replacement holiday on particular days and it is not required to provide the employee with any minimum period of notice to do this, although it will aim to provide reasonable notice.

Holiday entitlement during sick leave

An employee who is absent on sick leave will continue to accrue his/her full statutory holiday entitlement. However, contractual holiday entitlement over and above the minimum statutory holiday entitlement provided for by the Working Time Regulations 1998 will not accrue during any paid or unpaid period of sick leave once an employee has been continuously absent for a period of 6 weeks or more. For the purpose of calculating the period of continuous absence, the organisation may disregard a return to work that is less than 10 working days.

An employee on sick leave may apply to take his/her accrued holiday entitlement while on sick leave. The holiday dates must be approved in accordance with this policy.

Absence Management

Introduction
SVR is committed to maintaining the health, well-being and attendance at work of its employees. It also recognises the importance of establishing an effective policy which supports the efficiency and effectiveness of its business through the improved levels of attendance of its employees. This policy is intended to observe the operational needs of the business whilst ensuring fair and consistent treatment of employees regarding the management of absence.

It is recognised that a certain level of sickness absence is inevitable. It is the organisation's policy to support employees who are genuinely sick and unable to come to work.

Absence Reporting Procedure
If an employee is absent from work due to illness or incapacity they must follow the procedure as set out below:

- Employees must notify the organisation by telephoning and speaking to their Line manager as soon as possible and at least one hour before the beginning of their first working day of absence. In the event that the line manager is unavailable, you should leave a message with the Night Support Warden who will record the call in the absence book.

- Employees should provide an explanation for their absence and if possible, should provide an estimate of the duration of the sickness period.

- Only where the illness prevents the employee from personally reporting their absence, should a family member or friend report the absence on their behalf.

- Notification by SMS, email or answering machine message is not permitted.

- Where an employee is unwell and has to leave work early, for Health and Safety reasons, employees must inform their Line Manager before leaving. A full or half day will be registered as sick leave depending upon the number of hours worked.

- It is important that the employee keeps the organisation fully informed as to the progress of their recovery from illness and the day on which they expect to return to work.

Failure to follow the absence procedure may be deemed as an unauthorised absence from work and result in disciplinary action.

Certification
Upon return to work, employees must notify their Line manager that they have returned to the office.

If an employee is absent for seven calendar days (including weekends) or less, then they must complete an absence form to authorise sickness payment.

Where an employee has been absent for more than seven calendar days, the organisation requires them to submit a medical certificate from their doctor confirming the reasons for the absence and covering any period in excess of seven days absence until the date of the employee's return to work. Employees are required to provide a medical certificate promptly once it transpires that they will be absent from work for more than seven calendar days, so that this may be processed for statutory sick pay purposes.

A record of the duration of an employee's absence will be kept on their personnel file. A copy of the absence and form or doctor's certificate will also be kept securely on file.

Organisational Sick Pay
Employees' entitlement to Company Sick Pay per 12-month period is as follows, this takes into account any Statutory Sick Pay (SSP) entitlement:

Length of Service:	Entitlement:
0-2 years	1 month full pay, 1 month half pay
2 -3 years	2 months full pay, 2 months half pay
3 -4 years	3 months full pay, 3 months half pay
4 years and above	4 months full pay, 4 months half pay

The calculation of Company sick pay will take into account any previous payments of sick pay made in the 12 months immediately prior to the first day of the current sickness absence.

The service length qualification will be calculated in respect of the employee's length of service on the first day of absence. Payment of sick pay will not be made unless the organisation's procedures relating to the notification and certification of absence have been fully complied with.

Any social security benefits which employees are entitled to should be claimed. All payments received should be notified to the organisation and will be deducted from the Company sick pay entitlement.

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

Employees should note that if they fail to comply with the requirements for certification outlined above, then their entitlement to statutory sick pay will cease. Statutory sick pay payments will continue to be withheld until the employee has satisfied the requirements of the certification procedure outlined above.

Please refer to www.direct.gov.uk for current SSP rates.

Return to Work Interviews
Upon an employee's return to work after any period of sickness absence, a manager will conduct a "return to work interview". This interview will be conducted in a sympathetic manner and appropriate arrangements for privacy will be made. The aim of the interview is to facilitate a resumption of work and to ensure that a consistent approach is adopted towards the monitoring of sickness absence within the organisation.

The following issues will be discussed at the interview:

1. Reason for absence.

2. An explanation of the organisation's responsibility for monitoring and reviewing absence.

3. Consideration of any support which is required to be provided for the employee in light of the illness suffered.

4. A discussion of any related concerns regarding the employee's absence or general levels of absence.

5. A discussion to establish if there are any underlying problems that account for the absence or the employee's level of absence.

6. An update on any matters that the employee has missed whilst absent.

Long-term sickness absence
The organisation aims to encourage all its employees to maximise their attendance at work. It is recognised, however, that a certain level of sickness absence is inevitable. It is the organisation's policy to support employees who are genuinely sick and unable to come to work.

The organisation uses the services of an OHP (Occupational Health Physician). Employees may be requested to consent to be examined by the OHP (at the organisation's expense) and to agree to allow the doctor to provide a medical report to the organisation.

The organisation will not consider terminating the employment of an employee who is absent from work due to genuine sickness or injury during the first six months of absence. Thereafter the position will be reviewed periodically and ultimately it may become necessary from a business perspective to consider termination of employment. In these circumstances, the organisation will:

- review the employee's absence record to assess whether or not it is sufficient to justify dismissal;
- consult the employee;
- obtain up-to-date medical advice;
- advise the employee in writing as soon as it is established that termination of employment has become a possibility;
- meet with the employee to discuss the options and consider the employee's views on continuing employment;
- review if there are any other jobs that the employee could do prior to taking any decision on whether or not to dismiss;
- allow a right of appeal against any decision to dismiss the employee on grounds of long-term ill health; and
- arrange a further meeting with the employee to determine any appeal;
- following this meeting, inform the employee of its final decision;
- act reasonably towards the employee at all times.

Short-term sickness absence
While the organisation understands that there will inevitably be some short-term sickness absence amongst employees, it must also pay due regard to its business needs. If an employee is frequently and persistently absent from work, this can damage efficiency and productivity, and place an additional burden of work on the employee's colleagues.

The organisation aims to strike a reasonable balance between the pursuit of its business needs and the genuine needs of employees to take occasional short periods of time off work because of sickness.

Guidelines for employees
An employee who needs to be absent from work due to sickness must comply with the following organisation rules:

- Notify their Line manager by telephone if he/she is ill or unable to attend work for any other reason. Notification should be as early as possible and at least one hour before the employee's start time. The employee should be prepared to state the reason why he/she cannot attend work, and how long he/she thinks the absence will last.
- Attend an interview with their manager on return to work to discuss the absence and the reason for it. One of the purposes of this interview will be to establish whether the organisation can provide any support to the employee which could facilitate attendance at work in the future (for example if the employee's absence was in any way work related).
- Complete and submit an absence form for all periods of sickness absence.
- Provide a doctor's certificate or "fit note" for a period of sickness absence of seven days or less if the organisation specifically requests it. In these circumstances the organisation will reimburse the employee for the cost of obtaining a certificate if it has to be obtained privately.
- Agree on request to be interviewed and/or examined by an occupational doctor nominated by the organisation and to authorise the release of any medical report from the doctor to the organisation. The organisation will meet all costs associated with any such examination and/or medical report.
- Cooperate with the organisation with regard to the possible implementation of any adjustments to job duties, hours or working conditions, resulting from recommendations made by his/her doctor, notwithstanding the fact that the advice on a "fit note" is not binding on the employer.

Absences from work will be regarded as frequent if, during any rolling 12 months period, an employee has a Bradford Factor greater than 72. Please see the **Attendance Procedure** for further details.

Obtaining Medical Reports
The organisation uses the services of an Occupational Health Practitioner (OHP). Employees may be requested by their Line manager to consent to be examined by the OHP (at the organisation's expense) and to agree to allow the doctor to provide a medical report to the organisation.

There may also be occasions when the organisation considers it necessary to request details from the employees own medical practitioner on the health of an employee. Where medical reports from an employee's medical practitioner are necessary, the employee will be fully informed of his/her rights under the Access to medical reports Act 1988 and/or Data Protection legislation and his/her permission will be sought for the report to be obtained.

The circumstances in which the organisation will seek a medical report on an employee include:

- frequent short-term absences;
- long-term absence
- instances where staff may need support to enable them to return to work or remain at work following or during periods of illness

The organisation will ask the employee in writing for permission to contact a medical practitioner.

Employees have the right of access to a report before the organisation sees it. If the employee wishes to see the report, he/she should inform the organisation of this, so that it can inform the medical practitioner. The employee will then have 21 days to contact the medical practitioner in order to see the report. If the employee does not contact the medical practitioner within this period, the medical practitioner can pass the report on to the organisation.

Where the employee refuses permission for the organisation to contact his/her medical practitioner, the employer will explain to the employee the reasons behind the request. Where permission continues to be refused, the employee will be informed that a decision relating to his/her employment may be made without the benefit of access to medical records. The same procedure will be followed where an employee delays in giving his/her consent.

Where an employee feels that the report is misleading or incorrect, he/she may ask the medical practitioner to amend it. If the medical practitioner does not agree with the employee and does not alter the report, the employee may attach a statement to the report to reflect his/her views. Alternatively, having seen the report, an employee may request that access to the employer be withheld. The employee will be informed that a decision relating to employment may be made without the benefit of access to medical records.

If the organisation wishes to take action following the report, this will be taken only after consultation with the employee and full and careful consideration of all the facts provided. The organisation will request a meeting with the employee to discuss the report and identify what action is to be taken.

Attendance Procedure
By implementing this procedure, the organisation aims to strike a reasonable balance between the pursuit of its business needs and the genuine needs of employees to be absent from work because of sickness or for family, domestic or other reasons. The key aim of the procedure is to encourage reliable attendance among all employees, so that a dependable staffing base can be established to meet the organisation's needs.

All employee absences will be counted for the purpose of this procedure except approved holidays, family leave periods (e.g. maternity leave), approved compassionate or special leave, pregnancy-related absences, absences resulting from a workplace accident, and (unless it is justifiable to include them) absences that are related to an employee's disability.

The application of this attendance procedure does not imply that an employee is doing, or has done, anything wrong. The procedure is a means of managing attendance and should not be confused with the disciplinary procedure.

Procedure

This procedure has three stages and involves the application of absence "trigger points". The formula used to identify trigger points is the Bradford Factor and is calculated as follows:

S x S x D

S = number of spells of absence in 52 weeks taken by an individual
D = number of days of absence in 52 weeks taken by that individual.

For example:

10 one-day absences: 10 x 10 x 10 = 1,000
1 ten-day absence: 1 x 1 x 10 = 10

5 two-day absences: 5 x 5 x 10 = 250
2 five-day absences: 2 x 2 x 10 = 40

The period used for the Bradford Factor calculation is a rolling twelve month period. For example as at the 2 April 2017, any absences between the 2 April 2016 and the 1 April 2017 would be taken into account for the purposes of the calculation.

Stage 1
This stage is activated when a member of staff has a Bradford factor of 72 or more.

The result of an employee reaching stage 1 of the attendance procedure will be an attendance review meeting with their manager, which will normally result in a first written warning for unsatisfactory attendance.

Stage 2
Stage 2 of the procedure is activated when an employee has any further absences since the stage 1 review meeting and a Bradford factor of 72 or more.

The result of reaching stage 2 will be an attendance review meeting with their manager, which will normally result in a second written warning.

Stage 3
Stage 3 of the procedure involves a repeat of the stage 2 trigger points. Reaching stage 3 of the procedure will normally result in the employee's dismissal, unless there are mitigating factors making it reasonable for the employer to decide not to dismiss.

Where an employee has triggered stage 1 of the attendance procedure, but his/her level of attendance improves so that it falls below the relevant trigger point during the following 12 months, the employee will be removed from the procedure.

Where the attendance level of an employee who has reached stage 2 of the procedure falls below the trigger point for the next period, he/she will automatically revert to the previous stage of the procedure for the following 12 months.

The manager may, in appropriate circumstances, use his discretion to discount certain absences (for example on compassionate grounds), and not issue a first or second written warning where stage 1 or 2 of the procedure has been triggered. An attendance review meeting should, however, still take place in these circumstances. If an exception is to be made, the reason for it should be discussed and clearly recorded. Similarly, the employer may decide not to dismiss an employee who has reached stage 3 of the procedure if there are special circumstances justifying this course of action. Again a record should be made of the reasons for the decision.

Whenever a trigger point is activated, the manager should take the following actions:

- Check the employee's absence record to gain an accurate assessment of the number of days' absence that he/she has had and the number of separate occasions on which he/she has been absent.
- Write to the employee inviting him/her to a formal attendance review meeting, enclosing a statement summarising the employee's periods of absence during the relevant defined time period and advising him/her of the right to be accompanied by a fellow worker or trade union official at the meeting.
- At the meeting, invite the employee to explain the reasons for his/her absences, and give him/her the opportunity to put forward any mitigating factors.
- Ensure that the employee understands the requirements of the attendance procedure, the reasons why the procedure is in place, the stage that he/she has reached in the procedure, and the possible consequences of a continuing unsatisfactory level of attendance.
- Enquire whether there is anything that the organisation can do to facilitate an improvement in the employee's level of attendance.
- Keep a record of the key points discussed at the meeting and the outcome.
- After a stage 1 or stage 2 meeting, issue a written warning for unsatisfactory attendance, unless the circumstances merit a different approach.
- If the meeting was a stage 3 meeting, the manager should consider whether or not the employee should be dismissed.

Special Leave

The organisation recognises the need to respond sympathetically and consistently to employees requesting special leave for domestic, personal and family reasons.

All employees granted special leave must complete an **Absence Form** upon return to work.

Time off for dependants
All employees (irrespective of length of service, and whether they are part time or full time) are entitled to take a reasonable amount of unpaid time off during working hours in order to take necessary action:

- to provide assistance when a dependant falls ill, gives birth or is injured or injured
- to make arrangements for the provision of care for an ill or injured dependant;
- because of the unexpected disruption or termination of arrangements for the care of a dependant;
- to deal with an incident that involves their child and occurs unexpectedly while the child is at school/other educational establishment.

The employee must inform their Line manager of the reason for his/her absence and how long he/she expects to be absent as soon as is reasonably practicable. Time off work under this right is envisaged as being no more than one or two days, in most cases, in order to make alternative arrangements however this may be extended at the discretion of his/her manager.

Who is a Dependant?
A dependant is:

- a spouse;
- a civil partner;
- a child;
- a parent;
- a person who lives with the employee other than as his/her employee, tenant, lodger or boarder;
- any other person who would reasonably rely on the employee for assistance if he/she fell ill or was injured or assaulted, or who would rely on the employee to make arrangements for the provision of care in the event of illness or injury; or
- in relation to the disruption or termination of care for a dependant, any other person who reasonably relies on the employee to make arrangements for the provision of care.

Abuse of the entitlement
Any employee needing to take time off in any of the circumstances set out above will be expected to use their utmost endeavours to notify their Line manager of their need to take time off. Failure to notify any of these individuals may be regarded as unauthorised absence and may result in disciplinary action being taken against you.

Employees should bear in mind that the entitlement should, where possible, be used as a short-term solution to a domestic problem. It may, in certain circumstances, be more appropriate for employees to take Parental Leave entitlement, for example to care for a sick child when the illness is expected to be prolonged.

The Employment Relations Act only provides for a reasonable amount of time off work for necessary action. If the organisation suspects that employees are abusing their entitlement this may result in disciplinary action being taken against them.

Compassionate Leave
The primary purpose of compassionate leave is to help employees to come to terms with the death of a loved one, a serious illness or injury involving a loved one, or serious personal relationship problems

Where an employee is entitled to take time off under the statutory right to time off for dependants, any time off granted as compassionate leave is in addition to the time off available under the statutory right. The organisation's policy on time off for dependants is as detailed above.

Definitions

Immediate family member **-** immediate family is defined as the employee's spouse, civil partner, partner, parent, child, sibling or grandparent.

Close relative - aunt, uncle, cousin or parent-in-law, or a close friend

Dependant - a dependant is defined as the employee's spouse, civil partner, child or parent, and any person who lives at the same house as the employee (other than as a lodger, tenant, boarder or employee) or who would reasonably rely on the employee for assistance or arrangements for care in the event of illness or injury.

Bereavement
In the event of the death of a member of the employee's immediate family, a close relative or dependant, the employee should contact his/her line manager to request compassionate leave. The employee should inform the manager of the need to take compassionate leave as soon as reasonably practicable.

The duration of compassionate leave will be at the discretion of the employee's Line manager and the Chief Executive. Factors such as closeness of the relationship, responsibility for funeral arrangements and date and location of funeral will be taken into account when determining the amount of leave granted and whether or not it is paid or unpaid.

Parental Bereavement Leave

The Company recognises that, while dealing with any bereavement is difficult, the death of a child is among the most devastating events that an individual can ever face.
This policy reiterates our commitment to supporting employees through their grief by ensuring that bereaved parents can take parental bereavement leave. Our compassionate leave policy highlights other steps that can help you during times of bereavement.
This policy applies to employees who have suffered the loss of a child (i.e. under the age of 18) on or after 6 April 2020. The policy also applies to parents who suffer a stillbirth after 24 weeks of pregnancy.

Who can take parental bereavement leave

Whatever your length of service, you can take parental bereavement leave if you are the:

- Parent of a child who has passed away; or
- Partner of the child's parent, where they live in an enduring family relationship with the child who has passed away and their parent; or
- "Parent in fact" of a child who has passed away, which means that, for a continuous period of at least four weeks before the child died, they have been living with the child and had "day-to-day responsibility" for the child (but they have not been paid to look after the child);
- "Intended parent" of a child who has passed away, i.e. a parent using a surrogate;
- "Natural parent" of a child who has passed away who is named in a court order, i.e. where a court orders some contact for an adopted child's birth parent; or
- Adopter of a child who has passed away.

In practice, this means that most employees with parental responsibility for a child who passes away on or after 6 April 2020 can take parental bereavement leave.
If you have suffered a bereavement but are unsure if you are entitled to parental bereavement leave, you should contact your manager for clarification.

What leave can a bereaved parent can take?
For each child who has passed away, a bereaved parent can take one or two weeks parental bereavement leave.
Parental bereavement leave is not available as individual days.

Timing of parental bereavement leave

If you are a bereaved parent, you are able to take the leave as:

- A single block of two weeks; or
- Two separate blocks of one week at different times.

The leave must be taken within 56 weeks of the date of the death of your child.
This lengthy period recognises that, you may need some flexibility as to when you take the leave. For example, you may:

- Wish to take leave around the first anniversary of your child's death or at another particular time that is special, such as your child's birthday; or
- Already be on another type of leave, such as maternity leave or sickness absence.

Notice to take parental bereavement leave

Informal notification, such as a phone call or email, is sufficient to take parental bereavement leave.
If you intend to take parental bereavement leave within the first 56 days after your child's death, you can take the leave straightaway. You do not have to provide a period of notice. This means that you can begin parental bereavement leave by letting your manager know no later than when they are due to start work or, if that is not feasible, as soon as is reasonably practicable.
If you intend to take parental bereavement leave more than 56 days after your child's death, you have to give your manager at least one week's notice of your intention to take parental bereavement leave.

Cancellation of parental bereavement leave

If you have asked to begin parental bereavement leave within the 56-day period, you can cancel your parental bereavement leave, as long as you let your manager know.
If you have asked to begin parental bereavement leave more than 56 days after your child's death, you can cancel this but we would ask that you provide a weeks notice.
You cannot normally cancel the once it has begun.

Pay during parental bereavement leave

Recognising the need to provide bereaved parents with support, any period of parental bereavement leave will be paid as normal

Rights during parental bereavement leave

During parental bereavement leave, all terms and conditions of the employee's contract will continue.
This means that all benefits will remain in place. For example, holiday entitlement will continue to accrue.

Returning to work following parental bereavement leave

You have the right to resume working in the same job when returning to work from parental bereavement leave if the period of leave, when added to any other period of statutory leave (typically maternity leave, paternity leave, adoption leave, or shared parental leave) in relation to the same child, is 26 weeks or less.
You are entitled to return to another job that is suitable and appropriate for you, rather than the same job, if:

- The period of leave taken is more than 26 weeks, when added to most other periods of statutory leave taken in relation to the same child; and
- It is not reasonably practicable to return you to the same job.

Other circumstances where compassionate leave is available

Compassionate leave is available to take care of a dependant or to come to terms with severe personal problems or the injury or critical illness of an immediate family member.

The employee should inform his/her Line manager of the need to take compassionate leave as soon as reasonably practicable. Each case will be viewed sympathetically and the outcome of the employee's request will depend on the employee's circumstances. The Line manager will take into account factors such as the nature of the incident and, if applicable, the closeness of the relationship.

If the employee wishes to take further leave, he/she should request annual leave in the usual way.

Dental, doctor and other appointments
The organisation recognises that employees will from time to time need to attend medical, hospital, dental, optician and other similar appointments. Whenever it is possible to do so, employees (both full time and part time) should endeavour to arrange such appointments in their own time or, if this is not possible, then at times that will cause the minimum amount of absence from work or inconvenience to the organisation.

However, because the organisation accepts that it is not always possible or practical to arrange medical and other similar appointments outside working hours, it is the organisation's policy to permit reasonable time off work for such appointments.

Provided that an employee gives his/her Line manager reasonable notice of the date and time of an appointment, time off with pay will normally be granted, although this is subject to the discretion of the organisation. Where attendance for a medical or hospital appointment necessitates a complete day's absence from work, this will be treated as sick leave and the procedure for self-certification should be followed.

Where, time off for appointments becomes frequent or regular, or starts to cause difficulties for the employee's department, the manager has the discretion either to require the employee to make up for the time off by working extra time on another occasion, or to grant any further time off without pay.

Employees must obtain approval from their Line manager in advance of any appointment. The Line manager reserves the right to ask an employee to reschedule an appointment if its timing would cause disruption to the organisation's business. The line manager may also, at his/her discretion, ask the employee to produce an appointment card.

Employees who are pregnant have a statutory right not to be unreasonably refused time off work with pay for antenatal appointments on medical advice. Paid time off in such circumstances will automatically be granted, although an employee's line manager will still have the right to request sight of her appointment card.

An employee who has a qualifying relationship with a pregnant woman, which includes the employee's husband or civil partner and the father of the expected child, is eligible to take unpaid time off to accompany her at up to two antenatal appointments. The individual with the qualifying relationship should refer to the **Antenatal Time Off for Fathers and Partners Policy** for further details.

Any employee who has a query on this policy, or who believes that he/she has been unreasonably refused time off, should in the first instance discuss the matter with his/her line manager. If the issue cannot be resolved in this way, the employee may use the organisation's formal grievance procedure to resolve any dispute.

Jury Service
An employee is entitled to attend Jury Service and should contact their Line manager as soon as they have been given the date to attend jury service. Evidence of attending jury service must be given to the line manager before attending and the appropriate claim form must be sent to Chiene & Tait's payroll department for processing. This is to ensure re-imbursement of hours lost through jury service. The organisation will only deduct the actual amount paid by the court to the employee from his/her salary.

Public Duties
Employees who hold certain public positions i.e. Justice of the Peace, member of a Local Authority, member of a Statutory Tribunal, member of a Police Authority, prison visitor, member of health body (NHS Trust, Health Authority, Health Board), member of education body, member of the Environmental Agency, will be allowed reasonable time off with pay to perform duties associated with that position. The amount of time off allowed will be at the discretion of the line manager and will take account of time off already received and the effect of the absence on the satisfactory running of the organisation.

Time off for safety representatives
Under the Health and Safety at Work Act 1974, a recognised trade union may appoint, or employees may elect, safety representatives from among the employees. These representatives are entitled to carry out relevant activities during what would otherwise be normal working hours.

Time off for Approved Trade Union Representative
Approved Trade Union Representatives are entitled to paid time off for authorised Trade Union training and education.

Leave for Volunteering
The organisation would support in principle employees wishing unpaid leave for volunteering activities. Request for this type of leave will be looked at on an individual basis and the request should be made, in the first instance, to their line manager.

The line manager must have any leave for volunteering approved by the residence Manager and The Company Secretary.

Reserve Forces Training & Mobilisation Policy

Introduction
The organisation employs individual who are members of the Reserve Forces and they recognise the valuable contribution that Reservists make to the UK Armed Forces, their communities and the civilian workplace.

Purpose and Scope
The organisation has pledged its support for members of, or those wishing to join the Reserve Forces and acknowledges the training undertaken by Reservists that enables them to develop skills and abilities that are of benefit to both the individual and their employer. This policy intends to define our obligations towards all employees who are members of the Reserve Forces. The accompanying document *Line Manager and Reservist Guidance* is a practical guide to help manage and support these employees.

The organisation will not disadvantage those Reservists who notify the Company of their Reserve status or those Reservists who are made known to the Company directly by the Ministry of Defence (MoD).

The organisation shall, subject to the provisions set out in Section 4, agree to release Reservists for attendance at Reserve Forces Training events where these take place on their normal working days.

The organisation shall, subject to the provisions set out in Section 5 agree to the release of all employees mobilised for Reservist duties.

The organisation will continue to treat the contracts of employment of employees mobilised for Reserve Service as operable throughout the period of such service and there will be no loss of continuous service or service related benefits.[Under The Reserve Forces Act (Safeguarding of Employment) Act 1985, an employee's service is terminated on mobilisation, but providing the employee follows the correct notification procedure under the Act, he or she can return to employment upon which their continuity of service will be restored]

Types of Reservist
There are two main types of Reservist:

- Volunteer Reservists - civilians recruited into the Royal Naval Reserves, Royal Marines Reserves, Army Reserve and Royal Auxiliary Air Force.
- Regular Reservists - ex-regular servicemen who may retain a liability to be mobilised depending on how long they have served in the Armed Forces.

The Reserve Forces Act 1996 also provides for other categories, such as:

- Full Time Reserve Service -Reservists who wish to serve full time with regulars for a predetermined period in a specific posting
- Additional Duties Commitment - part-time service for a specified period in a particular post
- Sponsored Reserves - These are personnel employed by a contractor to provide a service to the Ministry of Defence (MoD).
- High Readiness Reserves – These are Reserves, usually with a particular skill set, that are available at short notice (with written agreement from their employer)

Reserve Status Notification
Reservists are required to inform their employer that they are a member of the Reserve Forces and the specific force that they belong to. This is so that the Company can provide the appropriate level of support to the Reservist. It also assists with resource planning during periods of leave e.g. training and/or mobilisation. The Company also recognises the additional skills and experiences that being a Reservist can bring to the Company and therefore it is useful for the Company to have an understanding of where these particular skills and experiences exist.

Reservist employees are also required to grant permission for the Ministry of Defence (MoD) to write directly to their employer. This is known as 'Employer Notification' and ensures the Company is made aware that the employee is a Reservist and the benefits, rights and obligations that apply.

The MoD will issue written confirmation to the employer informing them the employee is a Member of the Reserve Forces. The letter will provide detail of mobilisation obligations and rights as an employee; rights as an employer; and details of the financial assistance available if an employee is mobilised. Where possible, it will also provide details of any annual training commitments. The MoD will also send a follow-up letter each year to confirm that the information held is still accurate.

It is the responsibility of the Reservist to ensure their personal details are kept up to date e.g. if they change employer or leave their respective Reserve Force.

In any circumstance, the Reservist will not be disadvantaged as a result of notifying the Company of their Reserve status.

Training commitments and Time off
The organisation recognises the importance of the training undertaken by Reservists that enables them to develop skills and abilities that are of benefit to their respective Reserve Force, the individual and the Company

Reservists are typically committed to 24-40 days training per year. Training tends to take place 1 evening per week, over various weekends throughout the year and one 2 week training period also known as 'annual camp'. Training commitments vary but in most cases include:

- **Weekly training** - most Reservists train at their local centre for around two-and-a-half hours, one evening a week.
- **Weekend training** - all Reservists are expected to attend a number of training weekends which take place throughout the year.
- **Annual training** - a 2 week annual training course sometimes referred to as 'annual camp'. This may take place at a training establishment, as an attachment to a Regular Unit, a training exercise or a combination of any of these. Training normally takes place within the UK, although each year some Reservists train overseas.

The organisation is committed to granting additional paid leave of two weeks per year to Reservists specifically to enable them to attend their annual camp.

Line Managers will facilitate work rosters to allow attendance at annual camp and other training commitments (e.g. weekly or weekend training sessions) unless there are exceptional circumstances.

Reservist employees should give as much notice as possible of training commitments to allow appropriate planning for absences. Permission once given will not be rescinded unless there are exceptional circumstances.

Mobilisation
Mobilisation is the process of calling Reservists into full time service with the Regular Forces, in order to make them available for military operations. The maximum period of mobilisation will depend on the scale and the nature of the operation and is typically no longer than 12 months.

The Call-out papers for mobilisation are sent by post to the Company or sometimes delivered in person by the Reservist to their line manager. The documentation will include the call-out date and the anticipated timeline. Whenever possible, Defence aims to give at least 28 days' notice of the date that a Reservist will be required to report for mobilisation, although there is no statutory requirement for a warning period prior to mobilisation.

A period of mobilisation comprises three distinct phases:

- Medical and pre-deployment training;
- Operational tour;
- Post-operational tour leave

Line Managers should refer to the example *Line Manager and Reservist Guidance* document which accompanies this example policy for further information on the following actions:

Pre-mobilisation

- Meet with Reservist to ensure all mobilisation paperwork completed (including pay, benefits & pension arrangements)
- Make a claim for financial assistance as appropriate (see s.10 of policy)
- Discuss any handover of work and return of equipment
- Arrangements for keeping in touch
- Refer to checklists in Line Manager and Reservist Guidance document

During mobilisation

- Keep in touch with Reservist as arranged

Post-mobilisation

- Ensure both employer and reservist fulfill their return to work obligations (including reference to template letters)
- After care and support requirements

Applying for Exemption/Deferral/Revocation
In all cases of mobilisation, the company will release the Reservist to report for duty unless there are exceptional circumstances, whereby the decision and reasoning will be explained to the Reservist.

In such circumstances line managers have the right to seek exemption, deferral or revocation if the Reservist's absence is considered to cause serious harm to service delivery.

Definitions of 'harm' will vary from case to case, but may include;

- loss of reputation, goodwill or other financial harm
- impairment of the ability to produce goods or provide services
- harm to the research and development of new products, services or processes (which could not be prevented by the granting of financial assistance under sections 83 and 84 of The Reserve Forces Act 1996).

Details of how to apply for exemption are included in the call-out pack. The application must reach the Adjudication Officer within 7 days of the Company receiving a call-out notice. If this timescale is not met, permission to make a late application will need to be obtained from the Adjudication Officer. The Reservist also has the right to apply for exemption or deferral if the call-out papers arrive at a difficult time.

If an unsatisfactory decision is received following the application for a deferral, the organisation can appeal for a hearing by the Reserve Forces Appeals Tribunal. Appeals must reach the Tribunals Secretary within 5 days receipt of written notice of the decision. If the tribunal rejects the application for exemption or deferral, the Company will be required to release the Reservist for mobilisation.

Treatment of Terms and Conditions during mobilisation
The organisation will continue to treat the contracts of employment of employees mobilised for Reserve Service as operable throughout the period of such service and there will be no loss of continuous service or service related benefits. Under The Reserve Forces Act (Safeguarding of Employment) Act 1985, an employee's service is terminated on mobilisation, but providing the employee follows the correct notification procedure under the Act, he or she can return to employment upon which their continuity of service will be restored

Pay
The MoD will assume responsibility for the Reservist's salary for the duration of their mobilisation. They will pay a basic salary according to the Reservist's military rank. If this basic element is less than the Reservist receives from the Company, it is the Reservist's responsibility to apply to the MoD for the difference to ensure that they suffer no loss of earnings. This is known as a Reservist Award.

Where mobilisation occurs the employee will be given special unpaid leave of absence.

The organisation is not required to pay the Reservist's salary during the period of mobilisation.

Benefits
Contractual benefits that are suspended by the organisation during mobilisation can be claimed by the Reservist as part of their Reservist Award. Example benefits include:

- Health insurance
- Life insurance
- Company car

The Line Manager and Reservist should discuss benefit arrangements during the pre-mobilisation meeting. This should cover those benefits which will be suspended and for any continuing benefits, arrangements should be made as to how these are paid.

Pension
If the Reservist is a member of the Company pension scheme and the employer suspends the employer contribution, and the Reservist chooses to remain within it, then the MoD will make the employer contributions for the period of mobilisation, as long as the Reservist continues to make their personal contributions.

Annual Leave
Reservists should be encouraged to take any accrued annual leave before mobilisation. The Company is not obliged to accrue annual leave for a Reservist employee during the period of mobilisation. Reservists accrue annual leave with the MoD whilst they are in full time service. When they demobilise, Reservists are entitled to a period of post-operational leave (POL). During this period they will continue to be paid by the MoD.

Any unused Annual Leave should be taken by the end of March of the following year at the latest unless there are exceptional circumstances preventing this. This should be agreed by the Chief Executive.

Dismissal/Redundancy
A Reservist's employment cannot be terminated on the grounds of their military duties or their liability to be mobilised. To do so would be a criminal offence under s.17 of The Reserve Forces (Safeguarding of Employment) Act 1985.

Reservists can be included in the redundancy pool if this is necessary due to a downturn in business or closure of a department. However, all employees should be treated consistently, and redundancy criteria should not discriminate against Reservists on the grounds of their Reserve service or call-up liability.

Sick Pay
During the period of mobilisation the Reservist will continue to accrue any rights to service-related Company sick pay. Should a Reservist become sick or injured during mobilisation they will be covered by Defence Medical Services and any financial assistance will continue to be received (including pay) until demobilised. If the sickness or injury continues and this results in early demobilisation, the Reservist will remain covered by Defence until the last day of paid military leave.

After this time The Reservist will be covered by the Company sickness arrangements (in line with local policy).

If the Reservist becomes ill post mobilisation, and a notional return to work date has been agreed, they will be covered by the Company Sickness arrangements (in line with local policy).

Return to work
Both the Reservist and their employer have obligations under The Reserve Forces (Safeguarding of Employment Act) 1985 regarding the return to work process

Reservist:
The Reservist must write to their employer by the third Monday after their last day of military service making their request to return to work and suggesting a date which should fall within 6 weeks of their last day of full-time service .This letter formally starts the return to work process.

They are also encouraged to informally contact the employer to discuss their return to work at the earliest opportunity, whether via a letter, a meeting or a telephone call. The formal application must be made in writing for it to be valid under the Act.

If a Reservist is not happy with the offer of alternative employment they must write to the employer stating why there is reasonable cause for them not to accept it. If a Reservist believes that an employer's response to their application denies their rights under the Safeguard of Employment Act 1985, an application can be made to a Reinstatement Committee for assessment. This committee will consider the Reservist's application and can make an order for reinstatement and/or compensation.

Employer:
The Employer has an obligation under Reserve Forces (Safeguarding of Employment) Act 1985 to reinstate the Reservist, where possible to their former role, and if not, to a mutually acceptable role on the same terms and conditions prior to mobilisation.

The Reservist should be reinstated within 6 weeks of the last day of their full-time service. They must be reinstated for a minimum period of 13, 26 or 52 weeks, depending on their length of service prior to mobilisation.

Sometimes Reservists may need refresher training when they return to work, or be given time to familiarise themselves with processes and procedures in the workplace. Financial assistance may be available for retraining if it is required as a direct result of their mobilisation, although applications cannot be made for training courses that would have taken place anyway. Evidence of costs will be required in addition to evidence that the Reservist could not reach the required standard by any other means, such as workplace experience.

Aftercare
A Reservist returning to work will benefit from a smooth re-integration into the workplace/team. The following should be considered as part of this process:

- The need to update on changes and developments in the Company.
- The need to offer specific refresher training where it is sought/considered necessary.
- Where the job duties have changed since mobilisation a period of skills training may be required to assist with new aspects of the job.
- Whether the reservist can meet up with colleagues informally or socially before or after return to work to prevent any feeling of dislocation, if this is sought.
- Reasonable time off to seek therapeutic treatment if required.

Performance Review

Line managers who carry out Performance Review meetings with a Reservist should be aware that Reserve Forces activities undertaken by an individual (either through training or mobilisation) bring essential skills into the workplace such as leadership, communication, team working and organisational ability, which ultimately lead to improved performance in the workplace.

Financial Assistance
Financial assistance for employers in the event of an employee who is a Reservist being mobilised is governed by the Reserve Forces (Call out and recall) (Financial Assistance) Regulations 2005. These cover additional costs above the normal earnings of the called-up Reservist associated with replacing that employee. There are 3 types of award available:

One-off costs

- Agency fees, if a recruitment agency or employment agency is used to find a temporary replacement; or Advertising costs
- No financial cap on claims, but any claim must be supported by relevant documentation

Recurring costs

- Overtime costs, if other employees work overtime to cover the work of the Reservist [by the amount that such costs exceed earnings of the Reservist]
- Costs of temporary replacement [by the amount that such costs exceed earnings of the Reservist]

The maximum claim available is £110 per day (£40,000 per annum). Claims can be made for every normal working day that the Reservist is away on service. An application for one-off costs and recurring costs must be made within 4 weeks of the end of full time Reservist service.

Training award
If a returning Reservist has to undertake additional training as a direct result of their mobilisation (routine training excluded), then the Company can make an application for the financial assistance.

Adverse Weather

During the winter months, or periods of serious flooding, extreme weather may seriously delay or prevent employees from attending work. Whilst we expect each other to make all reasonable effort to attend, there may be some occasions where this is not possible. However, whilst the organisation is committed to protecting the health and safety of all its employees, it must ensure that disruption caused to its services remains minimal. The purpose of this policy is to outline the responsibilities of employees for attendance at work during severe weather conditions or when there are disruptions to public transport and to define appropriate procedures. This policy applies to all staff and managers.

Call-in procedure
All employees are expected to telephone their Line manager to let the organisation know if they are going to be delayed, or unable to attend work. This should be done before 9.00 am in the morning, or no less than 30 minutes before their shift is due to start. They should also be prepared to explain what efforts they have made to get in to work.

Employee options
During severe weather, employees have no automatic legal entitlement to remain at home on full or reduced pay. Instead, the following options are available to employees:

- *Annual leave.* If they are unable to attend work, they may choose to take this time as annual leave.

- *Unpaid leave.* An alternative is to take this time as unpaid leave. If they do this, their annual leave allowance will remain unaltered.

- *Overtime.* Depending on the nature of their job role, it may be possible to make up this time, e.g. to work an extra hour a day. If an employee wishes to pursue this as an option, they should discuss it with their line manager first.

- *Homeworking.* It may be possible for some employees to work from during a period of severe weather. This will depend on the nature of their job role and the availability of computer, e-mail and Internet access. If an employee wishes to consider this as an option, it should be discussed with their line manager in advance.

Line manager responsibility
It is the responsibility of line managers to ensure that the Residence Manager and payroll have been notified as to the nature and duration of any leave which has been taken. This needs to be done as soon as possible.

Health and safety
While the organisation will ensure, so far as is reasonably practicable, the health, safety and welfare at work of all its employees, employees are reminded of their duty to take reasonable care for their own health and safety and that of other persons who may be affected by their acts or omissions. This includes taking extra care when travelling to and from work in severe weather conditions.

The organisation recognises that severe weather particularly affects employees whose job involves driving. The organisation will undertake regular risk assessments to ensure that employees working in these conditions are properly instructed.

Maternity, Adoption, Paternity and Parental Rights

Maternity Leave

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

The organisation recognises that, from time to time, employees may have questions or concerns relating to their maternity rights. It is the organisation's policy to encourage open discussion with employees to ensure that questions and problems can be resolved as quickly as possible. As the maternity provisions are complex, if an employee becomes pregnant she should clarify the relevant procedures with her manager to ensure that they are followed correctly.

The following definitions are used in this policy:

"Expected week of childbirth" means the week, starting on a Sunday, during which the employee's doctor or midwife expects her to give birth.

"Qualifying week" means the 15th week before the expected week of childbirth.

Notification of pregnancy
On becoming pregnant, an employee should notify the organisation as soon as possible. This is important as there are health and safety considerations for the organisation.

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

- the fact that she is pregnant;
- her expected week of childbirth; and
- the date on which she intends to start her maternity leave.

The employee must also provide a MAT B1 form, which is a certificate from a doctor or midwife confirming the expected week of childbirth. The form must have either the doctor's name and address or the midwife's name and registration number on it.

The employee is permitted to bring forward her maternity leave start date, provided that she advises the organisation in writing at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable. The employee may also postpone her maternity leave start date, provided that she advises the organisation in writing at least 28 days before the original proposed start date or, if that is not possible, as soon as reasonably practicable.

The organisation will formally respond in writing to the employee's notification of her leave plans within 28 days, confirming the date on which she is expected to return to work if she takes her full 52-week entitlement to maternity leave.

Time off for antenatal care
Once an employee has advised the organisation that she is pregnant, she will be entitled not to be unreasonably refused paid time off work to attend antenatal appointments as advised by her doctor, registered midwife or registered health visitor.

In order to be entitled to take time off for antenatal care, the employee is required to produce a certificate from her doctor, registered midwife or registered health visitor, stating that she is pregnant. Except in the case of the first appointment, the employee should also produce evidence of the appointment, such as a medical certificate or appointment card, if requested to do so.

Antenatal care may include relaxation and parent craft classes that the employee's doctor, midwife or health visitor has advised her to attend, in addition to medical examinations.

The employee should endeavour to give the organisation as much notice as possible of antenatal appointments and, wherever possible, try to arrange them as near to the start or end of the working day as possible.

Health and safety
The organisation has a duty to take care of the health and safety of all employees. We are also required to carry out a risk assessment to assess the workplace risks to women who are pregnant, have recently given birth or are breastfeeding where the work is of a kind that could involve a risk of harm or danger to her health and safety or the health and safety of her baby and the risk arises from either processes, working conditions or physical, chemical or biological agents in the workplace. If applicable, the organisation will provide the employee with information as to any risks identified in the risk assessment. If the risk assessment reveals that the employee would be exposed to health hazards in carrying out her normal job duties, the organisation will take such steps as are reasonably necessary to avoid those risks, such as altering the employee's working conditions. In some cases, this may mean offering the employee suitable alternative work (if available) on terms and conditions that are not substantially less favourable.

If it is not possible for the organisation to alter the employee's working conditions to remove the risks to her health and there is no suitable alternative work available to offer her on a temporary basis, the organisation may suspend her from work on maternity grounds until such time as there are no longer any risks to her health. This may be for the remainder of her pregnancy until the commencement of her maternity leave. If an employee is suspended in these circumstances, her employment will continue during the period of the suspension and it does not in any way affect her statutory or contractual employment and maternity rights. The employee will be entitled to her normal salary and contractual benefits during the period of her suspension, unless she has unreasonably refused an offer of suitable alternative employment.

Sickness absence
If an employee is absent from work during pregnancy owing to sickness, she will receive statutory sick pay in the same manner as she would during any other sickness absence provided that she has not yet begun ordinary maternity leave. If, however, the employee is absent from work due to a pregnancy-related illness after the beginning of the fourth week before her expected week of childbirth, her maternity leave will start automatically.

If the employee is absent from work wholly or partly because of pregnancy during the four weeks before the expected week of childbirth, she must notify the organisation in writing of this as soon as reasonably practicable.

Maternity leave
All pregnant employees are entitled to take up to 26 weeks' ordinary maternity leave and up to 26 weeks' additional maternity leave, making a total of 52 weeks. This is regardless of the number of hours they work or their length of service. Additional maternity leave begins on the day after ordinary maternity leave ends.

Ordinary maternity leave can start at any time after the beginning of the 11th week before the employee's expected week of childbirth (unless her child is born prematurely before that date in which case it will start earlier). Maternity leave will start on whichever date is the earlier of:

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

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

The law obliges all employees to take a minimum of two weeks of maternity leave immediately after the birth of the child.

Rights during maternity leave
During ordinary maternity leave and additional maternity leave, all terms and conditions of the employee's contract except normal pay will continue. Salary will be replaced by statutory maternity pay or organisation maternity pay if the employee is eligible to receive it.

This means that, while sums payable by way of salary will cease, all other benefits will remain in place. For example, holiday entitlement will continue to accrue and pension contributions will continue to be paid.

An employee who has requested maternity leave will be advised before he/she starts ordinary maternity leave about the arrangements for outstanding holiday entitlement and holidays accrued during maternity leave.

The organisation may:

- require the employee to take any outstanding holiday entitlement prior to the commencement of maternity leave; and/or
- require the employee to take holidays which will be accrued during maternity leave before commencing maternity leave; and/or
- require the employee to take accrued holidays immediately after maternity leave ends i.e. prior to returning to work; and/or
- for holiday entitlement in excess of the statutory minimum (5.6 weeks), pay the employee for any outstanding holiday leave as if the employee were leaving.

These options will be discussed with the employee prior to the start of maternity leave and a combination of approaches may be used.

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

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

For the first six weeks, SMP is paid at the higher rate, which is equivalent to 90% of the employee's average weekly earnings calculated over the period between the last normal pay day before the Saturday at the end of the qualifying week and the last normal pay day at least eight weeks before that date. For the purpose of calculating average weekly earnings, shift allowances, overtime payments, bonuses and commission are all included.

The standard rate of SMP is paid for the remaining 33 weeks (or less if the employee returns to work sooner). This is paid at a rate set by the Government for the relevant tax year, or 90% of the employee's average weekly earnings calculated over the period between the last normal pay day before the Saturday at the end of the qualifying week and the last normal pay day at least eight weeks before that date if this is lower than the Government's set weekly rate. For details of the current rates please refer to www.direct.gov.uk.

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

recalculated and increased retrospectively, or that she may qualify for SMP if she did not previously. The employee will be paid a lump sum to make up any difference between SMP already paid and the amount payable as a result of the pay rise.

Statutory maternity pay is treated as earnings and is therefore subject to PAYE and national insurance deductions.

Payment of SMP cannot start prior to the 11th week before the employee's expected week of childbirth. Statutory maternity pay can start from any day of the week in accordance with the date the employee starts her maternity leave.

Statutory maternity pay is payable whether or not the employee intends to return to work after her maternity leave.

Employees who are not entitled to SMP may be entitled to receive maternity allowance payable by the Government.

Contact during maternity leave
Shortly before an employee's maternity leave starts, the organisation will discuss the arrangements for her to keep in touch during her leave. The organisation will aim to make reasonable contact, either by telephone, e-mail or letter. As well as notifying her of any major developments or important events taking place during her absence (for example, office parties or internal changes to departments), she will also be formally advised of any internal job vacancies that may arise and for which she might wish to apply.

Such contact will also enable the organisation to discuss the employee's plans to return to work or whether or not she might wish to seek any changes to her working hours or pattern of work on her return.

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

The organisation has no right to require the employee to carry out any work, and the employee has no right to undertake any work, during her maternity leave. Any work undertaken, including the amount of salary paid for any work done on keeping-in-touch days, is entirely a matter for agreement between the organisation and the employee. Any keeping-in-touch days worked do not extend the period of maternity leave. Once the keeping-in-touch days have been used up, the employee will lose a week's SMP for any week in which she agrees to work for the organisation. It may also bring maternity leave to an end.

While there is no obligation on the employee to agree to attend a keeping-in-touch day, the organisation may use this provision in a number of ways to ensure that contact is maintained with the employee during her maternity leave and that she is kept appraised of developments. For example, the organisation may invite her to go on an internal or external training course, to attend an important team meeting or to undergo an appraisal review.

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

While the employee is under no obligation to do so, it would assist the organisation if she confirms as soon as convenient during her maternity leave that she will be returning to work as expected.

The organisation will aim to write to the employee before her due date of return reminding her of when she is due back and setting out the arrangements for her return to work.

If the employee wishes to return to work earlier than the expected return date, she must give the organisation at least eight weeks' notice of her date of early return, preferably in writing. If she fails to do so, the organisation may postpone her return to such a date as will give the organisation eight weeks' notice, provided that this is not later than the expected return date.

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

Shared parental leave
Shared parental leave enables mothers to commit to ending their maternity leave and pay at a future date, and to share the untaken balance of leave and pay as shared parental leave and pay with their partner, or to return to work early from maternity leave and opt in to shared parental leave and pay at a later date.

Shared parental leave must be taken in blocks of at least one week. The employee can request to take shared parental leave in one continuous block (in which case the organisation is required to accept the request as long as the employee meets the eligibility and notice requirements), or as a number of separate blocks of leave (in which case the employee needs the organisation's agreement).

To be able to take shared parental leave, an employee and his/her partner must meet various eligibility requirements and have complied with the relevant curtailment, notice and evidence requirements. This includes the mother curtailing her maternity leave.

Employees can refer to the organisation's policy on **Shared Parental Leave** for further details.

Rights on and after return to work
On resuming work after ordinary maternity leave, the employee is entitled to return to the same job as she occupied before commencing maternity leave on the same terms and conditions of employment as if she had not been absent.

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

An employee who worked full-time prior to her maternity leave has no automatic right to return to work on a part-time basis or to make other changes to her working patterns.

However, all requests for part-time work or other flexible working arrangements will be considered in line with the operational requirements of the organisation's business.

Varying hours on return from maternity leave
It is the organisation's policy to be flexible on the working hours arrangements for all employees. In particular, when an employee returns to work following a period of maternity leave, every effort will be made to accommodate a request to move from full-time to part-time hours. Furthermore, where the employee, prior to her maternity leave, worked shifts, consideration will be given to transferring her to a different shift pattern, or to removing her from shift-work altogether (if she so requests).

The majority of women returning from maternity leave will qualify for the statutory right to request flexible working. The law grants employees who have a minimum of 26 weeks' continuous service the right to request flexible working and to have their request considered seriously by their employer. A request for flexible working in this context can include a request for a change to the number of

hours the employee works, a request for a change to the pattern of hours worked and a request to perform some or all of the work from the employee's home.

If an employee would like this option to be considered, she should write to her manager setting out her proposals as soon as possible in advance of her return date, so that there is adequate time for full consideration of the request. The organisation will take all reasonable steps to accommodate an employee's request and will arrange a meeting with the employee within no more than 28 days of receiving the employee's written request. The purpose of the meeting will be to discuss the changes the employee has proposed, the effects of the proposed changes and any possible alternative arrangements that might suit both parties.

Each request will be dealt with individually, taking into account the likely effects that the proposed changes to working hours or place of work are likely to have on the organisation, the work of the department in which the employee making the request is employed and the employee's colleagues. Agreeing to one employee's request will not therefore set a precedent or create a right for another employee to be granted a similar change.

Employees who wish to submit a request for flexible working should do so in writing.

Further information including details of how to apply can be found in the **Flexible Working Policy**.

Adoption Leave (adoption within the UK)

Introduction
This policy sets out the rights of employees to statutory adoption leave and pay.

An employee who adopts a child through an approved adoption agency is entitled to take up to 26 weeks' ordinary adoption leave followed immediately by up to 26 weeks' additional adoption leave. The employee's maximum entitlement is thus to take up to 52 weeks' adoption leave.

In order to be eligible for adoption leave, the employee must satisfy the following criteria:

- He or she must be newly matched with a child for adoption by an approved adoption agency.
- He or she must give notice of his or her intention to take adoption leave no later than seven days after the date on which notification of the match with the child is given by the adoption agency. The notice, which must be in writing if the employer so requests, must specify the date the child is expected to be placed for adoption and the date on which the employee intends to start adoption leave.
- He or she must produce evidence of entitlement to adoption leave and pay by producing a "matching certificate" from the adoption agency.

The right to adoption leave is available to men and women who adopt a child through an approved adoption agency. Where a couple jointly adopts a child, only one of them will be entitled to take adoption leave (the couple can choose which). The other adoptive parent will normally be entitled to take paternity leave, provided that he or she meets the relevant statutory criteria.

Parents who will become the legal parents of a child under a surrogacy arrangement are entitled to take statutory adoption leave. Local authority foster parents who are also prospective adopters ("foster to adopt") are entitled to take ordinary adoption leave.

All employees who take adoption leave have the right to return to work at any time during either ordinary adoption leave or additional adoption leave subject to their following the correct notification procedures as set out below.

Who qualifies for statutory adoption pay and how much will you receive?
Employees who take adoption leave will also qualify for statutory adoption pay, provided that they have 26 weeks' service calculated as at the week in which notification of matching was given by the adoption agency and have average weekly earnings not less than the lower earnings limit for national insurance contributions. Statutory adoption pay is payable for up to 39 weeks.

Statutory adoption pay is payable at 90% of normal earnings for the first six weeks, following which it is payable at the rate set by the Government for the relevant tax year (or 90% of normal earnings, if that is lower than the Government's rate).

Statutory adoption pay is treated as earnings and is therefore subject to PAYE and national insurance deductions.

For details of the current rates please refer to www.direct.gov.uk.

Timing of adoption leave
Adoption leave can start on the day the child is placed for adoption, or up to 14 days earlier.

In order to make administration as easy as possible, the employee should discuss the timing of his/her adoption leave with their line manager as early as possible.

Notice requirements
In order to be entitled to take adoption leave and receive statutory adoption pay, the employee is required to give the organisation written notification of his/her intention to take adoption leave no later than seven days after the date on which notification of the match with the child was provided by the adoption agency. Notice, which must be in writing if the organisation requests it, must specify

the date the child is expected to be placed with the employee for adoption and the date the employee intends his/her adoption leave to start.

The employee is permitted to bring forward his/her adoption leave start date, provided that he/she advises the organisation in writing at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable. The employee may also postpone his/her adoption leave start date, provided that he/she advises the organisation in writing at least 28 days before the original proposed start date or, if that is not possible, as soon as reasonably practicable. The employee must also, if the Employer requests it, provide evidence of entitlement to adoption leave and pay by producing a "matching certificate" from the adoption agency.

Any failure to give proper notice of an intention to start adoption leave will be regarded as a disciplinary offence, leading potentially to disciplinary sanctions for misconduct if appropriate.

Within 28 days of receiving the employee's notice of intention to take adoption leave, the organisation will write to the employee confirming the latest date on which the employee must return to work after adoption leave. Where the employee has provided notice of a revised start date, within 28 days of the date on which the employee's adoption leave period began, the organisation will write to the employee confirming the latest date on which the employee must return to work after adoption leave.

Time off to attend adoption appointments
An employee adopting a child alone is entitled to take paid time off to attend up to five adoption appointments. Where an employee is part of a couple jointly adopting a child, the couple can elect for one of them to take paid time off to attend up to five adoption appointments. The other can elect to take unpaid time off to attend up to two adoption appointments.

The purpose of the appointment is to enable the employee and his/her partner to have contact with the child (for example, to bond with him/her before the placement) and for any other purpose connected with the adoption (for example, to meet with the professionals involved in the care of the child).

The appointment must have been arranged by or at the request of the adoption agency. The time off must be taken before the date of the child's placement for adoption with the employee.

The organisation may ask the individual for proof of the date and time of the appointment and that the appointment has been arranged by or at the request of the adoption agency (for example, a letter or email from the adoption agency).

In addition, if the employee is adopting jointly, the organisation will ask the individual to sign a declaration, to be submitted alongside the documentary evidence, confirming that he/she has elected to exercise his/her right to take time off to attend an adoption appointment. The organisation will ask for the declaration on the first occasion on which the individual asks for time off to attend an adoption appointment.

Rights during adoption leave
During ordinary adoption leave and additional adoption leave, all terms and conditions of the employee's contract except normal pay will continue. Salary will be replaced by statutory adoption pay if the employee is eligible for it.

This means that, while sums payable by way of salary will cease, all other benefits will remain in place. For example, holiday entitlement will continue to accrue.

Employees will continue to accrue holiday entitlement during both the 26 weeks' ordinary adoption leave period and 26 weeks' additional adoption leave period.

An employee who has requested adoption leave will be advised before he/she starts ordinary adoption leave about the arrangements for outstanding holiday entitlement and holidays accrued during adoption leave. The Employer may:

- require the employee to take any outstanding holiday entitlement prior to the commencement of adoption leave; and/or
- require the employee to take holidays which will be accrued during adoption leave before commencing adoption leave; and/or
- require the employee to take accrued holidays immediately after adoption leave ends i.e. prior to returning to work.

These options will be discussed with the employee prior to the start of adoption leave and a combination of approaches may be used.

Contact during adoption leave
The organisation reserves the right to maintain reasonable contact with employees during adoption leave. This may be to discuss employees' plans for return to work, to discuss any special arrangements to be made or training to be given to ease their return to work or to update them on developments at work during their absence.

Keeping-in-touch days
Employees can agree to work for the organisation (or to attend training) for up to 10 days during their adoption leave without that work bringing their adoption leave to an end and without loss of a week's statutory adoption pay. These are known as "keeping-in-touch" days. Any work carried out on a day shall constitute a day's work for these purposes.

The organisation has no right to require employees to carry out any work and employees have no right to undertake any work during their adoption leave. Any work undertaken, and the amount of salary paid for any work done on keeping-in-touch days, is entirely a matter for agreement between employees and the organisation.

Returning to work after adoption leave
The employee may return to work at any time during ordinary adoption leave or additional adoption leave, provided that he/she gives the appropriate notification. Alternatively, the employee may take his/her full period of adoption leave entitlement (52 weeks) and return to work at the end of this period. If the employee wishes to return before the full period of adoption leave has elapsed, he/she must give at least eight weeks' notice in writing to the organisation of the date on which he/she intends to return.

The employee has the right to resume working in the same job if returning to work from ordinary adoption leave. If the employee returns to work after a period of additional adoption leave, he/she is entitled to return either to the same job, or if this is not reasonably practicable, to another suitable job that is on terms and conditions not less favourable.

Failure to return to work by the end of adoption leave will be treated as an unauthorised absence unless the employee is sick and produces a current medical certificate before the end of the adoption leave period.

If the employee decides during adoption leave that he/she does not wish to return to work, he/she should give written notice of resignation to the organisation as soon as possible and in accordance with the terms of his/her contract of employment.

If the child's placement is terminated during the employee's adoption leave, he or she will continue to be entitled to adoption leave and pay (if applicable) for up to eight weeks after the placement ends. As the employee will be returning to work earlier than intended, he or she should give eight weeks' notice of the early return. In many cases where no notice of the termination of the placement is given this will effectively mean the employee should notify the employer of his or her early return on the day the placement ends.

Shared parental leave
Shared parental leave enables adopters to commit to ending their adoption leave and pay at a future date, and to share the untaken balance of leave and pay as shared parental leave and pay with their partner, or to return to work early from adoption leave and opt in to shared parental leave and pay at a later date.

Shared parental leave must be taken in blocks of at least one week. The employee can request to take shared parental leave in one continuous block (in which case the organisation is required to accept the request as long as the employee meets the eligibility and notice requirements), or as a number of separate blocks of leave (in which case the employee needs the organisation's agreement).

To be able to take shared parental leave, an employee and his/her partner must meet various eligibility requirements and have complied with the relevant curtailment, notice and evidence requirements. This includes the adopter curtailing his or her adoption leave.

Employees can refer to the organisation's policy on **Shared Parental Leave** for further details.

Adoption (for adoption from overseas)

Introduction
This policy sets out the rights of employees who adopt a child from overseas to statutory adoption leave and pay.

An employee who adopts a child from overseas and has received "official notification" in respect of that child is entitled to up to 52 weeks adoption leave.

An official notification is defined as written notification, issued by or on behalf of the "relevant domestic authority", that it is prepared to issue, or has already issued and sent, a certificate to the overseas authority concerned with the child's adoption, confirming that the adopter is eligible to adopt and has been assessed and approved as being a suitable adoptive parent.

The relevant domestic authority is defined as the Secretary of State, except in the case of an adopter to whom the Intercountry Adoption (Hague Convention) Regulations 2003 apply and who is habitually resident in Wales, in which case it is the National Assembly for Wales, or one to whom the Intercountry Adoption (Hague Convention) (Scotland) Regulations 2003 apply and who is habitually resident in Scotland, in which case it is the Scottish Ministers.

In order to be eligible for adoption leave, the employee must satisfy the following criteria:

- He or she must have received an "official notification" as outlined above.
- Within 28 days of receipt of the official notification, the employee must inform the employer of the date on which the official notification was received and the date on which the child is expected to enter Great Britain. He or she must then provide at least 28 days' notice of the date on which the period of adoption leave is to begin, and within 28 days of the child's entry into Great Britain inform the employer of the date the entry occurred.
- He or she must provide his or her employer with a copy of the official notification and evidence of the date of the child's entry into Great Britain.

The right to statutory adoption leave is available to men and women who adopt a child from overseas, if they have been assessed and approved as being a suitable adoptive parent and received an "official notification". Where a couple jointly adopts a child, only one of them will be entitled to take adoption leave (the couple can choose which). The other adoptive parent will normally be entitled to take paternity leave, provided that he or she meets the relevant statutory criteria.

The employee's entitlement is to take up to 26 weeks' ordinary adoption leave followed immediately by up to 26 weeks' additional adoption leave. The employee's maximum entitlement is thus to take up to 52 weeks' adoption leave.

All employees who take adoption leave have the right to return to work at any time during either ordinary adoption leave or additional adoption leave subject to their following the correct notification procedures as set out below.

Who qualifies for statutory adoption pay and how much will the employee receive?
Employees who take adoption leave will also qualify for statutory adoption pay, provided that they have 26 weeks' service ending with the week official notification of the adoption was sent and have average weekly earnings not less than the lower earnings limit for national insurance contributions. Statutory adoption pay is payable for up to 39 weeks.

Statutory adoption pay is payable at 90% of normal earnings for the first six weeks, following which it is payable at the rate set by the Government for the relevant tax year (or 90% of normal earnings, if that is lower than the Government's rate).

For details of the current rates please refer to www.direct.gov.uk.

Statutory adoption pay is treated as earnings and is therefore subject to PAYE and national insurance deductions.

Timing of adoption leave
Adoption leave can start on the day on which the child enters Great Britain or on a chosen date no later than 28 days after the child enters Great Britain.

In order to make administration as easy as possible, the employee should discuss the timing of his/her adoption leave with their line manager as early as possible.

Notice requirements
In order to be entitled to take adoption leave and receive statutory adoption pay, the employee is required to give the organisation written notification of his/her intention to take adoption leave. No later than 28 days after the date he/she receives the official notification, or the date on which he/she completes 26 weeks' continuous service with the organisation (whichever is later), he/she must give notice of both the date the official notification was received and the date the child is expected to enter Great Britain.

At least 28 days prior to the date that he/she has chosen as the beginning of his/her adoption leave period, he/she must give notice of the chosen start date. He/she must also produce a copy of the official notification.

Within 28 days of the child's entry into Great Britain the employee must inform the organisation of the date of entry and provide evidence of this date in the form of a plane ticket or copies of entry clearance documents.

The employee is permitted to bring forward his/her adoption leave start date, provided that he/she advises the organisation in writing at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable. The employee may also postpone his/her adoption leave start date, provided that he/she advises the organisation in writing at least 28 days before the original proposed start date or, if that is not possible, as soon as reasonably practicable.

Any failure to give proper notice of an intention to start adoption leave will be regarded as a disciplinary offence, leading potentially to disciplinary sanctions for misconduct if appropriate.

Within 28 days of receiving the employee's notice of the date on which he/she intends to begin his/her adoption leave, the organisation will write to the employee confirming the latest date on which the employee must return to work after adoption leave. Where the employee has provided notice of a revised start date, within 28 days of the date on which the employee's adoption leave period began, the organisation will write to the employee confirming the latest date on which the employee must return to work after adoption leave.

Time off to attend adoption appointments
An employee adopting a child alone is entitled to take paid time off to attend up to five adoption appointments. Where an employee is part of a couple jointly adopting a child, the couple can elect for one of them to take paid time off to attend up to five adoption appointments. The other can elect to take unpaid time off to attend up to two adoption appointments.

The purpose of the appointment is to enable the employee and his/her partner to have contact with the child (for example, to bond with him/her before the placement) and for any other purpose connected with the adoption (for example, to meet with the professionals involved in the care of the child).

The appointment must have been arranged by or at the request of the adoption agency.

The organisation may ask the individual for proof of the date and time of the appointment and that the appointment has been arranged by or at the request of the adoption agency (for example, a letter or email from the adoption agency).

In addition, if the employee is adopting jointly, the organisation will ask the individual to sign a declaration, to be submitted alongside the documentary evidence, confirming that he/she has elected to exercise his/her right to take time off to attend an adoption appointment. The organisation will ask for the declaration on the first occasion on which the individual asks for time off to attend an adoption appointment.

Rights during adoption leave
During ordinary adoption leave and additional adoption leave, all terms and conditions of the employee's contract except normal pay will continue. Salary will be replaced by statutory adoption pay if the employee is eligible for it.

This means that, while sums payable by way of salary will cease, all other benefits will remain in place. For example, holiday entitlement will continue to accrue.

Employees will continue to accrue holiday entitlement during both the 26 weeks' ordinary adoption leave period and 26 weeks' additional adoption leave period.

An employee who has requested adoption leave will be advised before he/she starts ordinary adoption leave about the arrangements for outstanding holiday entitlement and holidays accrued during adoption leave. The Employer may:

- require the employee to take any outstanding holiday entitlement prior to the commencement of adoption leave; and/or
- require the employee to take holidays which will be accrued during adoption leave before commencing adoption leave; and/or
- require the employee to take accrued holidays immediately after adoption leave ends i.e. prior to returning to work.

These options will be discussed with the employee prior to the start of adoption leave and a combination of approaches may be used.

Contact during adoption leave
The organisation reserves the right to maintain reasonable contact with employees during adoption leave. This may be to discuss employees' plans for return to work, to discuss any special arrangements to be made or training to be given to ease their return to work or to update them on developments at work during their absence.

Keeping-in-touch days
Employees can agree to work for the organisation (or to attend training) for up to 10 days during their adoption leave without that work bringing their adoption leave to an end and without loss of a week's statutory adoption pay. These are known as "keeping-in-touch" days. Any work carried out on a day shall constitute a day's work for these purposes.

The organisation has no right to require employees to carry out any work and employees have no right to undertake any work during their adoption leave. Any work undertaken, including the amount of salary paid for any work done on keeping-in-touch days, is entirely a matter for agreement between employees and the organisation.

Returning to work after adoption leave
The employee may return to work at any time during ordinary adoption leave or additional adoption leave, provided that he/she gives the appropriate notification. Alternatively, the employee may take his/her full period of adoption leave entitlement (52 weeks) and return to work at the end of this period. If the employee wishes to return before the full period of adoption leave has elapsed, he/she must give at least eight weeks' notice in writing to the organisation of the date on which he/she intends to return.

The employee has the right to resume working in the same job if returning to work from ordinary adoption leave. If the employee returns to work after a period of additional adoption leave, he/she is entitled to return either to the same job, or if this is not reasonably practicable, to another suitable job that is on terms and conditions not less favourable.

Failure to return to work by the end of adoption leave will be treated as an unauthorised absence unless the employee is sick and produces a current medical certificate before the end of the adoption leave period.

If the employee decides during adoption leave that he/she does not wish to return to work, he/she should give written notice of resignation to the organisation as soon as possible and in accordance with the terms of his/her contract of employment.

If the child's placement is terminated during the employee's adoption leave, he or she will continue to be entitled to adoption leave and pay (if applicable) for up to eight weeks after the placement ends. As the employee will be returning to work earlier than intended, he or she should give eight weeks' notice of the early return. In many cases where no notice of the termination of the placement is given this will effectively mean the employee should notify the employer of his or her early return on the day the placement ends.

Shared parental leave

Shared parental leave enables adopters to commit to ending their adoption leave and pay at a future date, and to share the untaken balance of leave and pay as shared parental leave and pay with their partner, or to return to work early from adoption leave and opt in to shared parental leave and pay at a later date.

Shared parental leave must be taken in blocks of at least one week. The employee can request to take shared parental leave in one continuous block (in which case the organisation is required to accept the request as long as the employee meets the eligibility and notice requirements), or as a number of separate blocks of leave (in which case the employee needs the organisation's agreement).

To be able to take shared parental leave, an employee and his/her partner must meet various eligibility requirements and have complied with the relevant curtailment, notice and evidence requirements. This includes the adopter curtailing his or her adoption leave.

Employees can refer to the organisation's policy on **Shared Parental Leave** for further details.

Antenatal Time Off for Fathers and Partners

Employees and agency workers who have a qualifying relationship with a pregnant woman or an expected child are entitled to take unpaid time off work to accompany that pregnant woman at up to two antenatal appointments.

Employees will have the right from day one of their employment. Agency workers will qualify after 12 weeks in the same assignment. The right to time off is capped at a maximum of six-and-a-half hours on each occasion, which can include travelling time, waiting time and attendance.

An employee or agency worker has a qualifying relationship with a pregnant woman or her expected child if he or she:

- is the husband or civil partner of the pregnant woman;
- lives with the pregnant woman in an enduring family relationship, but is not a relative of the woman;
- is the father of the expectant child; or
- is an intended parent in a surrogacy situation who meets certain conditions.

The antenatal appointment must be made on the advice of a registered medical practitioner, midwife or nurse.

Employees may be asked for a signed declaration confirming:

- the individual's relationship to the mother or her expected child;
- the time and date of the appointment;
- the purpose of the time off; and
- that the appointment is made on the advice of a registered medical practitioner, nurse or midwife.

Paternity Leave

Introduction
This policy sets out the statutory rights and responsibilities of employees who wish to take paternity leave.

The organisation recognises that, from time to time, employees may have questions or concerns relating to their paternity rights. It is the organisation's policy to encourage open discussion with employees to ensure that questions and problems can be resolved as quickly as possible. As the paternity provisions are complex, employees should clarify the relevant procedures with their manager to ensure that they are followed.

Paternity leave
An employee whose wife, civil partner or partner gives birth to a child, or who is the biological father of the child, is entitled to two weeks' paid paternity leave provided that he/she has 26 weeks' continuous service by the end of the 15th week before the week in which the child is expected.

Paternity leave is also available to adoptive parents where a child is matched or newly placed with them for adoption, parents who will become the legal parents of a child under a surrogacy arrangement, or local authority foster parents who are prospective adopters. Either the adoptive father or the adoptive mother may take paternity leave where the other adoptive parent has elected to take adoption leave. Further information can be found in the **Adoption Leave** policy. In respect of an adopted child, the employee must have 26 weeks' continuous service by the week in which the child's adopter is notified of having been matched with the child for adoption. To qualify for paternity leave, the employee must also have, or expect to have, responsibility for the upbringing of the child and be making the request to help care for the child or to support the child's mother.

Paternity leave is granted in addition to an employee's normal annual holiday entitlement. Paternity leave must be taken in a single block of one or two weeks within eight weeks of the birth or adoption of the child. If the child is born early, it must be taken from the time of the birth but within eight weeks of the expected date of childbirth. Paternity leave can start either from the date the child is born or placed for adoption or from a chosen number of days or weeks after that date.

Employees who wish to take shared parental leave must take their period of ordinary paternity leave first. An employee cannot take ordinary paternity leave if he/she has already taken a period of shared parental leave in relation to the same child.

Notification of paternity leave
Where an employee wishes to request paternity leave in respect of a birth child, he/she must give the organisation 15 weeks' written notice of the date on which his/her partner's baby is due, the length of paternity leave he/she wishes to take and the date on which he/she wishes the leave to commence.

In the case of an adopted child, the employee must give written notice of his/her intention to take paternity leave no later than seven days after the date on which notification of the match with the child was given by the adoption agency. The notice must specify the date the child is expected to be placed for adoption, the date the employee intends to start paternity leave, the length of the intended paternity leave period and the date on which the adopter was notified of having been matched with the child.

If an employee subsequently wishes to change the timing of the paternity leave, he/she must give 28 days' written notice of the new dates. The employee must also, if so requested, complete and sign an absence form declaring that he/she is entitled to paternity leave and statutory paternity pay.

Statutory paternity pay
Pay during paternity leave will be at a standard rate or at a rate equivalent to 90% of the employee's average weekly earnings if this figure is less than the standard rate. However, employees whose average weekly earnings are below the lower earnings limit for national insurance contributions will not be eligible for statutory paternity pay. For details of the current rates please refer to www.direct.gov.uk.

Statutory paternity pay is treated as earnings and is therefore subject to PAYE and national insurance deductions.

Statutory paternity pay can start from any day of the week in accordance with the date the employee starts his/her paternity leave.

Shared parental leave
Shared parental leave enables mothers or adopters to commit to ending their maternity or adoption leave and pay at a future date, and to share the untaken balance of leave and pay as shared parental leave and pay with their partner.

An employee can choose to take both paternity leave and shared parental leave, but the period of paternity leave must come first. An employee cannot take paternity leave if he/she has already taken a period of shared parental leave in relation to the same child.

Employees can refer to the organisation's policy on **Shared Parental Leave** for further details.

Adoptions from overseas
If an employee has adopted a child from overseas, he/she may still be entitled to paternity leave. Special rules apply in these circumstances. For further information, please contact your line manager.

Rights on and after return to work
On resuming work after paternity leave the employee is entitled to return to the same job as he/she occupied before commencing paternity leave on the same terms and conditions of employment as if he/she had not been absent.

Ordinary Parental Leave

Introduction
An employee is entitled to up to 18 weeks' unpaid ordinary parental leave per child if he/she meets one of the following conditions:

- He/she is the birth or adoptive parent of a child who is under 18 years of age.
- He/she has acquired formal parental responsibility for a child who is under 18 years of age.

To qualify for ordinary parental leave, employees must have completed at least 1 year's continuous service with the organisation.

Rights during ordinary parental leave
Qualifying employees will be entitled to a maximum of 18 weeks' parental leave to be taken up until the child's 18th birthday. During ordinary parental leave the employee will remain employed, although pay and most contractual benefits will be suspended. The right to accrue statutory holiday entitlement will, however, remain in place. Certain other terms of employment will remain in force, as follows. During ordinary parental leave employees will be entitled to the implied obligation of trust and confidence, and any terms and conditions of employment relating to:

- notice of termination;
- redundancy compensation; and
- disciplinary or grievance procedures

Employees taking ordinary parental leave will be bound by the implied obligation of good faith, and any terms and conditions of employment relating to:

- notice of termination;
- disclosure of confidential information;
- the acceptance of gifts or other benefits; and
- participation in any other business

Conditions of leave
The organisation has adopted the default scheme for the taking of ordinary parental leave and the following conditions apply.

An employee may not exercise any entitlement to ordinary parental leave unless he/she has complied with any request made by the organisation to produce evidence as to his/her entitlement (e.g. parental responsibility or expected responsibility for the child in question; the child's date of birth or date on which placement for adoption began.

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

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

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

The organisation may postpone a period of ordinary parental leave (other than where ordinary parental leave has been requested immediately after childbirth or immediately after placement for adoption) where the organisation considers that its business would be unduly disrupted if the

employee were to take leave during the period requested. In such a case, the organisation will allow the employee to take an equivalent period of ordinary parental leave beginning no later than 6 months after the commencement of the period originally requested. The organisation will give notice in writing of the postponement stating the reason for it and specifying suggested dates for the employee to take ordinary parental leave. Such notice will be given no more than 7 days after the employee's notice was given to the organisation.

Employees may not take ordinary parental leave in blocks of less than 1 week (except in relation to a child who is disabled).

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

Return from leave
An employee who returns to work after a period of ordinary parental leave is entitled to return to the job in which he/she was employed prior to the absence if it was an isolated period of leave lasting four weeks or less. If the period of parental leave followed on immediately from another period of statutory leave, the employee's right to return depends on the length of leave taken.

The employee has the right to return to the same job if the ordinary parental leave was the last of two or more consecutive periods of leave that did not include:

- a period of ordinary parental leave lasting more than four weeks; or
- any period of statutory leave that, when added to any other period of statutory leave (excluding ordinary parental leave) taken in relation to the same child, means that the total amount of statutory leave taken in relation to that child totals more than 26 weeks.

An employee who returns to work after a period of ordinary parental leave that does not fall into the above description, for example because it follows ordinary and additional maternity leave lasting more than 26 weeks, is entitled to return to the job in which he/she was employed prior to the absence, or, if that is not reasonably practicable, to another job that is both suitable and appropriate in the circumstances.

Shared Parental Leave

Introduction to shared parental leave
This leave arrangement enables mothers to commit to ending their maternity leave and pay and instead, "banking" or putting into a pot which can then be shared with her partner or allows them to return to work early from maternity leave and opt in to shared parental leave and pay at a later date.

The mother must take a minimum of 2 weeks statutory leave after the birth of the child. Therefore, the maximum balance that could ever be available for sharing would be 50 weeks, assuming the mother works up until the baby is born.

Shared parental leave should not be confused with ordinary parental leave, which is unaffected by shared parental leave. Ordinary parental leave is the entitlement to up to 18 weeks' unpaid leave. The organisation provides a separate policy on ordinary parental leave.

The organisation recognises that, from time to time, employees may have questions or concerns relating to their shared parental leave rights. It is the organisation's policy to encourage open discussion with employees to ensure that questions and problems can be resolved as quickly as possible. As the shared parental leave provisions are complex, if an employee wishes to take shared parental leave, he/she should clarify the relevant procedures with his/her line manager to ensure that they are followed correctly.

Definitions under this shared parental leave policy
The following definitions are used in this policy:
"Mother" means the mother or expectant mother of the child.

"Partner" means the father of the child, or the person who, at the date of the child's birth, is married to, the civil partner of, or the partner of the mother. This includes someone, of either sex, who lives with the mother and the child in an enduring family relationship but who is not the mother's child, parent, grandchild, grandparent, sibling, aunt, uncle, niece or nephew.

"Expected week of childbirth" means the week, starting on a Sunday, during which the mother's doctor or midwife expects her to give birth.

Scope of this shared parental leave policy
This policy applies in relation to employees of the organisation, whether they are the mother or the partner. If it is the mother who is employed by the organisation, her partner must (where relevant) submit any notifications to take shared parental leave set out in this policy to his/her own employer, which may have its own shared parental leave policy in place, if he/she wants to take a period of shared parental leave.

Similarly, if it is the partner who is employed by the organisation, the mother must (where relevant) submit any notifications to take shared parental leave to her own employer.

The mother and the partner should ensure that they are each liaising with their own employer to ensure that requests for shared parental leave are handled as smoothly as possible.

Amount of shared parental leave available
The amount of shared parental leave to which an individual is entitled will depend on when the mother brings her maternity leave period to an end and the amount of leave that the other parent takes in respect of the child. Shared parental leave must be taken in blocks of at least one week. The employee can request to take shared parental leave in one continuous block (in which case the organisation is required to accept the request as long as the employee meets the eligibility and notice requirements), or as a number of discontinuous blocks of leave (in which case the employee needs the organisation's agreement). A maximum of three requests for leave per pregnancy can normally be made by each parent.

The first two weeks following birth are the compulsory maternity leave period and are reserved for the mother. This means that the mother cannot curtail her maternity leave to take shared parental leave until two weeks after the birth and the maximum period that the parents could take as shared parental leave is 50 weeks between them.

However, the mother's partner can begin a period of shared parental leave at any time from the date of the child's birth (but the partner should bear in mind that he/she is entitled to take up to two weeks' ordinary paternity leave following the birth of his/her child, which he/she will lose if shared parental leave is taken first). The mother and partner must take any shared parental leave within 52 weeks of birth.

Eligibility for shared parental leave
For employees to be eligible to take shared parental leave, both parents must meet certain eligibility requirements.

Mother's eligibility for shared parental leave
The mother is eligible for shared parental leave if she:

- has at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with the organisation until the week before any period of shared parental leave that she takes;
- has, at the date of the child's birth, the main responsibility, apart from the partner, for the care of the child;
- is entitled to statutory maternity leave in respect of the child; and
- complies with the relevant maternity leave curtailment requirements (or has returned to work before the end of statutory maternity leave), and shared parental leave notice and evidence requirements.

In addition, for the mother to be eligible for shared parental leave, the partner must:

- have been employed or been a self-employed earner in at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
- have average weekly earnings of at least the maternity allowance threshold currently for any 13 of those 66 weeks; and
- have, at the date of the child's birth, the main responsibility, apart from the mother, for the care of the child.

Partner's eligibility for shared parental leave
The partner is eligible for shared parental leave if he/she:

- has at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with the organisation until the week before any period of shared parental leave that he/she takes;
- has, at the date of the child's birth, the main responsibility, apart from the mother, for the care of the child; and
- complies with the relevant shared parental leave notice and evidence requirements.

In addition, for the partner to be eligible for shared parental leave, the mother must:

- have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
- have average weekly earnings of at least the maternity allowance threshold for any 13 of those 66 weeks;
- have, at the date of the child's birth, the main responsibility, apart from the partner, for the care of the child;
- be entitled to statutory maternity leave, statutory maternity pay or maternity allowance in respect of the child; and
- comply with the relevant maternity leave or pay curtailment requirements (or have returned to work before the end of statutory maternity leave).

Notice requirements for shared parental leave
The notices that the parents must give to the relevant employer to be able to take shared parental leave are made up of three elements. They are:

- a "maternity leave curtailment notice" from the mother setting out when she proposes to end her maternity leave (unless the mother has already returned to work from maternity leave);
- a "notice of entitlement and intention" from the employee giving an initial, non-binding indication of each period of shared parental leave that he/she is requesting; and
- a "period of leave notice" from the employee setting out the start and end dates of each period of shared parental leave that he/she is requesting.

Copies of the relevant forms can be obtained from Name.

The notice periods set out below are the minimum required by law. However, the earlier the employee informs the organisation of his/her intentions, the more likely it is that the organisation will be able to accommodate the employee's wishes, particularly if he/she wants to take periods of discontinuous leave.

Employees are advised that, if they have already decided the pattern of shared parental leave that they would like to take, they can provide more than one type of notice at the same time. For example, the mother could provide a maternity leave curtailment notice, notice of entitlement and intention and period of leave notice at the same time. Similarly, the partner could provide his/her notice of entitlement and intention and period of leave notice at the same time.

Mother's notice curtailing maternity leave
Before the mother or partner can take shared parental leave, the mother must either return to work before the end of her maternity leave (by giving the required eight weeks' notice of her planned return) or provide her employer with a maternity leave curtailment notice. The maternity leave curtailment notice must be in writing and state the date on which maternity leave is to end. That date must be:

- after the compulsory maternity leave period, which is the two weeks after birth;
- at least eight weeks after the date on which the mother gave the maternity leave curtailment notice to her employer; and
- at least one week before what would be the end of the additional maternity leave period.

The mother must provide her maternity leave curtailment notice at the same time she provides either her notice of entitlement and intention or a declaration of consent and entitlement signed by the mother confirming that her partner has given his/her employer a notice of entitlement and intention.

Revocation of maternity leave curtailment notice
The mother can withdraw her notice curtailing her maternity leave in limited circumstances. The withdrawal of a maternity leave curtailment notice must be in writing and can be given only if the mother has not returned to work. The mother can withdraw her maternity leave curtailment notice if:

- it is discovered that neither the mother nor the partner are entitled to shared parental leave or statutory shared parental pay and the mother withdraws her maternity leave curtailment notice within eight weeks of the date on which the notice was given;
- the maternity leave curtailment notice was given before the birth of the child and the mother withdraws her maternity leave curtailment notice within six weeks of the child's birth; or
- the partner has died.

Employee's notice of entitlement and intention
The employee, whether the mother or the partner, must provide the organisation with a non-binding notice of entitlement and intention. The employee's notice of entitlement and intention, which must be in writing and provided at least eight weeks before the start date of the first period of shared parental leave to be taken by the employee, must set out the following information.

If the employee is the mother, the notice of entitlement and intention must set out:

- the mother's name;
- the partner's name;
- the start and end dates of any statutory maternity leave taken or to be taken by the mother;
- the total amount of shared parental leave available;
- the child's expected week of birth and the child's date of birth (although, if the child has not yet been born, the date of birth can be provided as soon as reasonably practicable after birth, and before the first period of shared parental leave to be taken by the mother);
- how much shared parental leave the mother and partner each intend to take; and
- a non-binding indication as to when the employee intends to take shared parental leave (including the start and end dates for each period of leave).

The mother's notice of entitlement and intention must include a declaration signed by her that:

- she satisfies, or will satisfy, the eligibility requirements to take shared parental leave;

- the information she gives in the notice of entitlement and intention is accurate; and
- she will immediately inform the organisation if she ceases to care for the child.

In addition, the mother's notice of entitlement and intention must include a declaration signed by her partner:

- specifying the partner's name, address, and national insurance number (or declaring that the partner does not have a national insurance number);
- declaring that the partner satisfies, or will satisfy, the conditions set out above (see Mother's eligibility for shared parental leave);
- declaring that the partner is the father of the child, or is married to, the civil partner of, or the partner of, the mother;
- declaring that the partner consents to the amount of leave that the mother intends to take; and
- declaring that the partner consents to the mother's employer processing the information in the partner's declaration.

If the employee is the partner, the partner's notice of entitlement and intention must set out:

- the partner's name;
- the mother's name;
- the start and end dates of any periods of statutory maternity leave, statutory maternity pay or maternity allowance taken or to be taken by the mother;
- the total amount of shared parental leave available;
- the child's expected week of birth and the child's date of birth (although, if the child has not yet been born, the date of birth can be provided as soon as reasonably practicable after birth, and before the first period of shared parental leave to be taken by the partner);
- how much shared parental leave the partner and mother each intend to take; and
- a non-binding indication as to when the partner intends to take shared parental leave (including the start and end dates for each period of leave).

The partner's notice of entitlement and intention must include a declaration signed by the partner that:

- he/she satisfies, or will satisfy, the eligibility requirements to take shared parental leave;
- the information given by the partner in the notice of entitlement and intention is accurate; and
- he/she will immediately inform the organisation if he/she ceases to care for the child or if the mother informs him/her that she no longer meets the requirement to have curtailed her maternity leave or pay period.

In addition, the partner's notice of entitlement and intention must include a declaration signed by the mother:

- specifying the mother's name, address, and national insurance number (or declaring that the mother does not have a national insurance number);
- declaring that the mother satisfies, or will satisfy, the conditions set out above (see Partner's eligibility for shared parental leave) and she will notify the partner if she no longer qualifies for maternity leave, statutory maternity pay or maternity allowance;
- declaring that the mother consents to the amount of leave that the partner intends to take;
- declaring that she will immediately inform the employee if she no longer meets the requirement to have curtailed her maternity leave or pay period; and
- declaring that the mother consents to the partner's employer processing the information in the mother's declaration.

Within 14 days of receiving a notice of entitlement and intention from the employee, whether the mother or partner, the organisation can request from the employee:

- a copy of the child's birth certificate (or, if the child has not been born, a copy of the birth certificate within 14 days of the birth - if the birth certificate has yet to be issued after this period, a signed declaration stating the date and location of the child's birth will suffice); and
- the name and address of the other parent's employer (or a declaration that the other parent has no employer).

The employee has 14 days from the date of the request to send the organisation the required information.

Variation or cancellation of notice of entitlement and intention
The employee can vary or cancel his/her proposed shared parental leave dates following the submission of a notice of entitlement and intention, provided that he/she provides the organisation with a written notice. The written notice must contain:

- an indication as to when the employee intends to take shared parental leave (including the start and end dates for each period of leave);
- details of any periods of shared parental leave that have been notified through a period of leave notice;
- details of any periods of statutory shared parental pay that have been notified in relation to periods where shared parental leave was not to be taken; and
- a declaration signed by the mother and the partner that they agree to the variation.

Any indication of leave intended to be taken that the employee provides in a variation of notice of entitlement and intention is non-binding until he/she provides a period of leave notice in relation to that period of leave. There is no limit on the number of variations of notice of entitlement and intention that the employee can make.

Employee's period of leave notice
To take a period of shared parental leave, the employee must provide the organisation with a written notice setting out the start and end dates of each period of shared parental leave requested in that notice.

A period of leave notice must be given not less than eight weeks before the start date of the first period of shared parental leave requested in the notice. The notice may be given at the same time as a notice of entitlement and intention and can be a request for a continuous period of leave or discontinuous periods of leave.

Variation or cancellation of period of leave notice
The employee can vary or cancel his/her proposed shared parental leave dates following the submission of a period of leave notice, provided that he/she provides his/her employer with a written notice not less than eight weeks before any period of leave varied or cancelled by the notice is due to commence. The written notice can:

- vary the start date or the end date of any period of shared parental leave or cancel a request for leave;
- request that a continuous period of leave become discontinuous periods of leave; or
- request that discontinuous periods of leave become a continuous period of leave.

Limit on number of requests for leave
The employee can provide a combined total of up to three periods of leave notices or variations of period of leave notices per pregnancy, although the organisation may waive this limit in some circumstances.

Continuous period of shared parental leave
If the employee submits a period of leave notice requesting one continuous period of leave, he/she will be entitled to take that period of leave. See example below:

Week 1-12	Week 13-34	Week 35-50
Maternity Leave – Mother takes leave	Shared Parental Leave – mother and father take time off together	Shared Parental Leave – father takes leave and mother returns to work

Discontinuous periods of shared parental leave
The employee may submit a period of leave notice requesting discontinuous periods of leave. For example, the mother and partner could request a pattern of leave from their respective employers that allows them to alternate childcare responsibilities.

If the employee submits a period of leave notice requesting discontinuous periods of leave, the organisation, in the two weeks beginning with the date the period of leave notice was given, can:

- consent to the pattern of leave requested;
- propose an alternative pattern of leave; or
- refuse the pattern of leave requested.

If agreement is reached within those two weeks, the employee is entitled to take the leave on the dates agreed. Example pattern is as follows

Week 1-12	Week 13-20	Week 21-30	Week 31-40
Maternity Leave – Mother takes leave	Shared Parental Leave – Father takes time off	Shared Parental Leave – Mother takes time off	Shared Parental Leave – Father takes time off

If no agreement has been reached within that two-week discussion period, the employee is entitled to take the leave as one continuous period of leave. In that event, the employee must choose a start date for the leave that is at least eight weeks from the date on which the period of leave notice was originally given. The employee must notify the organisation of that date within five days of the end of the two-week discussion period. If the employee does not choose a start date within five days of the end of the two-week discussion period, the period of continuous leave will start on the date of the first period of leave requested in the period of leave notice.

Alternatively, if the organisation has refused the request or no agreement has been reached during the two-week discussion period, the employee may withdraw a period of leave notice requesting discontinuous periods of leave. The employee can withdraw a period of leave notice at any time on or before the 15th day after the period of leave notice was given. A notice for discontinuous leave that has been withdrawn before it is agreed does not count towards the total number of requests for leave that an employee can make.

Statutory shared parental pay
Statutory shared parental pay is available for eligible parents to share between them while on shared parental leave. The number of weeks' statutory shared parental pay available to the parents will depend on how much statutory maternity pay or maternity allowance the mother has been paid when her maternity leave or pay period ends.

A total of 39 weeks' statutory maternity pay or maternity allowance is available to the mother. As there is a compulsory maternity leave period of two weeks, this means that a mother who ends her maternity leave at the earliest opportunity could share up to 37 weeks' statutory shared parental pay with her partner.

Any statutory shared parental pay due during shared parental leave will be paid at a rate set by the Government for the relevant tax year, or at 90% of the employee's average weekly earnings, if this figure is lower than the Government's set weekly rate.

It is up to the parents as to who is paid the statutory shared parental pay and how it is apportioned between them.

Eligibility for statutory shared parental pay
For employees to be eligible for statutory shared parental pay, both parents must meet certain eligibility requirements.

Mother's eligibility for statutory shared parental pay
The mother is eligible for statutory shared parental pay if she:

- has at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with her employer until the week before any period of shared parental pay that she gets;
- has normal weekly earnings for a period of eight weeks ending with the 15th week before the expected week of childbirth of at least the lower earnings limit for national insurance contribution purposes;
- has, at the date of the child's birth, the main responsibility, apart from the partner, for the care of the child;
- is absent from work and intends to care for the child during each week in which she receives statutory shared parental pay; and
- is entitled to statutory maternity pay in respect of the child, but the maternity pay period has been reduced.

In addition, for the mother to be eligible for statutory shared parental pay, the partner must:

- have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
- have, at the date of the child's birth, the main responsibility, apart from the mother, for the care of the child; and
- have average weekly earnings of at least the maternity allowance threshold for any 13 of those 66 weeks.

Partner's eligibility for statutory shared parental pay
The partner is eligible for statutory shared parental pay if he/she:

- has at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with his/her employer until the week before any period of shared parental pay that he/she gets;
- has normal weekly earnings for eight weeks ending with the 15th week before the expected week of childbirth of at least the lower earnings limit for national insurance contribution purposes;
- has, at the date of the child's birth, the main responsibility, apart from the mother, for the care of the child; and
- is absent from work and intends to care for the child during each week in which he/she receives statutory shared parental pay.

In addition, for the partner to be eligible, the mother must:

- have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
- have average weekly earnings of at least the maternity allowance for any 13 of those 66 weeks;
- have, at the date of the child's birth, the main responsibility, apart from the partner, for the care of the child; and
- be entitled to statutory maternity pay or maternity allowance in respect of the child, but the maternity pay period or maternity allowance period has been reduced.

Rights during shared parental leave
During shared parental leave, all terms and conditions of the employee's contract except normal pay will continue. Salary will be replaced by statutory shared parental pay if the employee is eligible for it.

This means that, while sums payable by way of salary will cease, all other benefits will remain in place. For example, holiday entitlement will continue to accrue. Pension contributions will continue to be paid.

Contact during shared parental leave
The organisation reserves the right to maintain reasonable contact with employees during shared parental leave. This may be to discuss employees' plans for their return to work, to discuss any special arrangements to be made or training to be given to ease their return to work or to update them on developments at work during their absence.

An employee can agree to work for the organisation (or to attend training) for up to 20 days during shared parental leave without that work bringing the period of his/her shared parental leave and pay to an end. These are known as "shared-parental-leave-in-touch" (SPLIT) days.
The organisation has no right to require employees to carry out any work and employees have no right to undertake any work during their shared parental leave. Any work undertaken, and the amount of salary paid for any work done on SPLIT days, is entirely a matter for agreement between employees and the organisation.

If the employee is entitled to receive statutory shared parental pay for any week during which you attend work for SPLIT days, you will still receive this in the usual way.

Returning to work following shared parental leave
The employee has the right to resume working in the same job when returning to work from shared parental leave if the period of leave, when added to any other period of shared parental leave, statutory maternity leave or statutory paternity leave taken by the employee in relation to the same child, is 26 weeks or less.

If the employee is returning to work from shared parental leave and the period of leave taken is more than 26 weeks, when added to any other period of shared parental leave, statutory maternity or paternity leave taken in relation to the same child, or was the last of two or more consecutive periods of statutory leave that included a period of ordinary parental leave of more than four weeks, or a period of additional maternity leave, the employee has the right to return to the same job unless this is not reasonably practicable. In these circumstances, if it is not reasonably practicable for the organisation to permit a return to the same job, the employee has the right to return to another job that is suitable and appropriate for him/her.

Shared Parental Leave (Adoption within the UK and Overseas)

Introduction to shared parental leave
This leave arrangement enables employees having a child placed for adoption with them (or in the case of an adoption from overseas, having a child they are adopting enter Great Britain) to commit to ending their adoption leave and pay and instead, "banking" or putting into a pot which can then be shared with his/her partner or allows them to return to work early from adoption leave and opt in to shared parental leave and pay at a later date.

Shared parental leave should not be confused with ordinary parental leave, which is unaffected by shared parental leave. Ordinary parental leave is the entitlement to up to 18 weeks' unpaid leave. The organisation provides a separate policy on ordinary parental leave.

The organisation recognises that, from time to time, employees may have questions or concerns relating to their shared parental leave rights. It is the organisation's policy to encourage open discussion with employees to ensure that questions and problems can be resolved as quickly as possible. As the shared parental leave provisions are complex, if an employee wishes to take shared parental leave, he/she should clarify the relevant procedures with his/her line manager to ensure that they are followed correctly.

Definitions under this shared parental leave policy
The following definitions are used in this policy:

"Adopter" means the person with whom the child is, or is expected to be, placed for adoption or, in a case where two people have been matched jointly, whoever has elected to be the child's adopter for the purposes of adoption leave.

"Partner" means the person who is married to, or the civil partner or the partner of, the adopter at the date on which the child is placed for adoption (for adoptions from overseas, at the date on which the child enters Great Britain). This includes someone, of either sex, who lives with the adopter and the child in an enduring family relationship but who is not the adopter's child, parent, grandchild, grandparent, sibling, aunt, uncle, niece or nephew.

"Matched for adoption" means an adoption agency deciding that a person would be a suitable adoptive parent for a child either individually or jointly with another person. A person is notified of having been "matched for adoption" with a child on the date on which the person receives notification of the adoption agency's decision.

"Placed for adoption" means placed for adoption under UK adoption laws, including placement with a local authority foster parent who is also a prospective adopter ("foster to adopt").

"Official notification" means written notification, issued by or on behalf of the relevant central authority, that it is prepared to issue a certificate to the overseas authority concerned with the adoption of a child from overseas, or that it has issued a certificate and sent it to that authority, confirming, in either case, that the adopter is eligible to adopt, and has been assessed and approved as being a suitable adoptive parent.

Scope of this shared parental leave policy
This policy applies in relation to employees of the organisation, whether they are the adopter or the partner. If it is the adopter who is employed by the organisation, his/her partner must (where relevant) submit any notifications to take shared parental leave set out in this policy to his/her own employer, which may have its own shared parental leave policy in place, if he/she wants to take a period of shared parental leave.

Similarly, if it is the partner who is employed by the organisation, the adopter must (where relevant) submit any notifications to take shared parental leave to her own employer.

The adopter and the partner should ensure that they are each liaising with their own employer to ensure that requests for shared parental leave are handled as smoothly as possible.

Amount of shared parental leave available
The amount of shared parental leave to which an individual is entitled will depend on when the adopter brings his/her adoption leave period to an end and the amount of leave that the other parent

takes in respect of the child. Shared parental leave must be taken in blocks of at least one week. The employee can request to take shared parental leave in one continuous block (in which case the organisation is required to accept the request as long as the employee meets the eligibility and notice requirements), or as a number of discontinuous blocks of leave (in which case the employee needs the organisation's agreement). A maximum of three requests for leave per pregnancy can normally be made by each parent.

The employee can begin a period of shared parental leave at any time from the date on which the child is placed for adoption (for adoptions from overseas, at any time from the date on which the child enters Great Britain) or, where more than one child is placed for adoption through a single placement, the date of placement of the first child (for adoptions from overseas, at any time from the date on which the first child enters Great Britain). However, employees should bear in mind that the adopter's partner will lose his/her entitlement to take up to two weeks' ordinary paternity leave following the adoption of his/her child if shared parental leave is taken first. The employee must take any shared parental leave within 52 weeks of the date on which the child is placed for adoption (for adoptions from overseas, within 52 weeks of the date on which the child enters Great Britain).

Eligibility for shared parental leave
For employees to be eligible to take shared parental leave, both adoptive parents must meet certain eligibility requirements.

The adopter is eligible for shared parental leave if he/she:

- has at least 26 weeks' continuous employment by the end of the week in which the adopter is notified of having been matched for adoption with the child (or by the end of the week in which he/she receives official notification in relation to an adoption from overseas) and remains in continuous employment with the organisation until the week before any period of shared parental leave that he/she takes;

- has, at the date on which the child is placed for adoption (or enters Great Britain if the child is being adopted from overseas), the main responsibility, apart from the partner, for the care of the child;

- is entitled to statutory adoption leave in respect of the child; and

- complies with the relevant adoption leave curtailment requirements (or has returned to work before the end of statutory adoption leave), and shared parental leave notice and evidence requirements.

In addition, for the adopter to be eligible for shared parental leave, the partner must:

- have been employed or been a self-employed earner in at least 26 of the 66 weeks immediately preceding the week in which the adopter is notified of having been matched for adoption with the child (or the week in which the child enters Great Britain in relation to an adoption from overseas);

- have average weekly earnings of at least the maternity allowance threshold for any 13 of those 66 weeks; and

- have, at the date on which the child is placed for adoption (or enters Great Britain if the child is being adopted from overseas), the main responsibility, apart from the adopter, for the care of the child.

Partner's eligibility for shared parental leave

The partner is eligible for shared parental leave if he/she:

- has at least 26 weeks' continuous employment by the end of the week in which the adopter is notified of having been matched for adoption with the child (or by the end of the week in which he/she receives official notification in relation to an adoption from overseas) and remains in continuous employment with the organisation until the week before any period of shared parental leave that he/she takes;

- has, at the date on which the child is placed for adoption (or enters Great Britain if the child is being adopted from overseas), the main responsibility, apart from the adopter, for the care of the child; and

- complies with the relevant shared parental leave notice and evidence requirements.

In addition, for the partner to be eligible for shared parental leave, the adopter must:

- have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the week in which the adopter is notified of having been matched for adoption with the child (or the week in which the child enters Great Britain in relation to an adoption from overseas);

- have average weekly earnings of at least the maternity allowance threshold for any 13 of those 66 weeks;

- have, at the date on which the child is placed for adoption (or enters Great Britain if the child is being adopted from overseas), the main responsibility, apart from the partner, for the care of the child;

- be entitled to statutory adoption leave or statutory adoption pay in respect of the child; and

- comply with the relevant adoption leave or pay curtailment requirements, or have returned to work before the end of statutory adoption leave.

Notice requirements for shared parental leave
The notices that the adoptive parents must give to the relevant employer to be able to take shared parental leave are made up of three elements. They are:

- an "adoption leave curtailment notice" from the adopter setting out when he/she proposes to end his/her adoption leave (unless the adopter has already returned to work from adoption leave);

- a "notice of entitlement and intention" from the employee giving an initial, non-binding indication of each period of shared parental leave that he/she is requesting; and

- a "period of leave notice" from the employee setting out the start and end dates of each period of shared parental leave that he/she is requesting.

The notice periods set out below are the minimum required by law. However, the earlier the employee informs the organisation of his/her intentions, the more likely it is that the organisation will be able to accommodate the employee's wishes, particularly if he/she wants to take periods of discontinuous leave.

Employees are advised that, if they have already decided the pattern of shared parental leave that they would like to take, they can provide more than one type of notice at the same time. For example, the adopter could provide a adoption leave curtailment notice, notice of entitlement and intention and period of leave notice at the same time. Similarly, the partner could provide his/her notice of entitlement and intention and period of leave notice at the same time.

Adopter's notice curtailing adoption leave
Before the adopter or partner can take shared parental leave, the adopter must either return to work before the end of his/her adoption leave (by giving the required eight weeks' notice of his/her planned return) or provide his/her employer with an adoption leave curtailment notice. The adoption leave curtailment notice must be in writing and state the date on which adoption leave is to end. That date must be at least:

- two weeks after the first day of the adopter's ordinary adoption leave period;
- eight weeks after the date on which the adopter gave the adoption leave curtailment notice to his/her employer; and
- one week before what would be the end of the additional adoption leave period.

The adopter must provide his/her adoption leave curtailment notice at the same time he/she provides either his/her notice of entitlement and intention or a declaration of consent and entitlement signed by the adopter confirming that his/her partner has given his/her employer a notice of entitlement and intention (see Employee's notice of entitlement and intention below).

Revocation of adoption leave curtailment notice
The adopter can withdraw his/her notice curtailing his/her adoption leave in limited circumstances. The withdrawal of an adoption leave curtailment notice must be in writing and can be given only if the adopter has not returned to work. The adopter can withdraw his/her adoption leave curtailment notice if:

- it is discovered that neither the adopter nor the partner are entitled to shared parental leave or statutory shared parental pay and the adopter withdraws his/her adoption leave curtailment notice within eight weeks of the date on which the notice was given; or
- the partner has died.

Employee's notice of entitlement and intention
The employee, whether the adopter or the partner, must provide the organisation with a non-binding notice of entitlement and intention. The employee's notice of entitlement and intention, which must be in writing and provided at least eight weeks before the start date of the first period of shared parental leave to be taken by the employee, must set out the following information.

If the employee is the adopter, the notice of entitlement and intention must set out:

- the adopter's name;
- the partner's name;
- the start and end dates of any statutory adoption leave taken or to be taken by the adopter;
- the total amount of shared parental leave available;
- the date on which the adopter was notified of having been matched for adoption with the child (or receives official notification in relation to an adoption from overseas);
- the date on which the child is expected to be placed for adoption with the adopter and the date of the placement, or the date on which the child is expected to enter Great Britain in relation to an adoption from overseas (although, if the child has not yet been placed for adoption or entered Great Britain, the date of placement for adoption or entry into Great Britain must be provided as soon as reasonably practicable after the placement or entry, and before the first period of shared parental leave to be taken by the adopter);
- how much shared parental leave the adopter and partner each intend to take; and
- a non-binding indication as to when the employee intends to take shared parental leave(including the start and end dates for each period of leave).

The adopter's notice of entitlement and intention must include a declaration signed by him/her that:

- he/she satisfies, or will satisfy, the eligibility requirements to take shared parental leave;
- the information he/she gives in the notice of entitlement and intention is accurate; and
- he/she will immediately inform the organisation if he/she ceases to care for the child.
- In addition, the adopter's notice of entitlement and intention must include a declaration signed by his/her partner:
- specifying the partner's name, address, and national insurance number (or declaring that the partner does not have a national insurance number);
- declaring that the partner satisfies, or will satisfy, the conditions set out above (see Adopter's eligibility for shared parental leave);
- declaring that the partner is married to, the civil partner of, or the partner of, the adopter;
- declaring that the partner consents to the amount of leave that the adopter intends to take; and
- declaring that the partner consents to the adopter's employer processing the information in the partner's declaration.

If the employee is the partner, the partner's notice of entitlement and intention must set out:

- the partner's name;
- the adopter's name;

- the start and end dates of any periods of statutory adoption leave or statutory adoption pay taken or to be taken by the adopter;
- the total amount of shared parental leave available;
- the date on which the adopter was notified of having been matched for adoption with the child (or receives official notification in relation to an adoption from overseas);
- where statutory adoption leave was not taken, or is not to be taken, the start and end dates of any period in which statutory adoption pay is paid or payable;
- the date on which the child is expected to be placed for adoption with the adopter and the date of the placement, or the date on which the child is expected to enter Great Britain in relation to an adoption from overseas (although, if the child has not yet been placed for adoption or entered Great Britain, the date of placement for adoption or entry into Great Britain must be provided as soon as reasonably practicable after the placement or entry, and before the first period of shared parental leave to be taken by the adopter);
- how much shared parental leave the partner and adopter each intend to take; and
- a non-binding indication as to when the partner intends to take shared parental leave (including the start and end dates for each period of leave).

The partner's notice of entitlement and intention must include a declaration signed by him/her that:

- he/she satisfies, or will satisfy, the eligibility requirements to take shared parental leave;
- the information given by the partner in the notice of entitlement and intention is accurate;
- he/she is married to, or the civil partner or the partner of the adopter; and
- he/she will immediately inform the organisation if he/she ceases to care for the child or if the adopter informs him/her that he/she no longer meets the requirement to have curtailed his/her adoption leave or pay period.

In addition, the partner's notice of entitlement and intention must include a declaration signed by the adopter:

- specifying the adopter's name, address, and national insurance number (or declaring that the adopter does not have a national insurance number);
- declaring that the adopter satisfies, or will satisfy, the conditions set out above (see Partner's eligibility for shared parental leave);
- declaring that the adopter consents to the amount of leave that the partner intends to take;
- declaring that he/she will immediately inform the employee if he/she no longer meets the requirement to have curtailed his/her adoption leave or pay period; and
- declaring that the adopter consents to the partner's employer processing the information in the adopter's declaration.

Within 14 days of receiving a notice of entitlement and intention from the employee, whether the adopter or partner, the organisation can request from the employee:

- in relation to adoptions within the UK, documentary evidence from the adoption agency of:
- the name and address of the adoption agency;
- the date on which the adopter was notified of having been matched for adoption with the child; and
- the date on which the adoption agency expects the child to be placed for adoption with the adopter; and
- in relation to adoptions from overseas, a copy of the official notification; and
- whether a UK or overseas adoption, the name and address of the other adoptive parent's employer (or a declaration that the other adoptive parent has no employer).

The employee has 14 days from the date of the request to send the organisation the required information.

Variation or cancellation of notice of entitlement and intention

The employee can vary or cancel his/her proposed shared parental leave dates following the submission of a notice of entitlement and intention, provided that he/she provides the organisation with a written notice. The written notice must contain:

- an indication as to when the employee intends to take shared parental leave (including the start and end dates for each period of leave);

- details of any periods of shared parental leave that have been notified through a period of leave notice;
- details of any periods of statutory shared parental pay that have been notified in relation to periods where shared parental leave was not to be taken; and
- a declaration signed by the adopter and the partner that they agree the variation.

Any indication of leave intended to be taken that the employee provides in a variation of notice of entitlement and intention is non-binding until he/she provides a period of leave notice in relation to that period of leave. There is no limit on the number of variations of notice of entitlement and intention that the employee can make.

Employee's period of leave notice
To take a period of shared parental leave, the employee must provide the organisation with a written notice setting out the start and end dates of each period of shared parental leave requested in that notice.

A period of leave notice must be given not less than eight weeks before the start date of the first period of shared parental leave requested in the notice. The notice may be given at the same time as a notice of entitlement and intention and can be a request for a continuous period of leave or discontinuous periods of leave.

Variation or cancellation of period of leave notice
The employee can vary or cancel his/her proposed shared parental leave dates following the submission of a period of leave notice, provided that he/she provides his/her employer with a written notice not less than eight weeks before any period of leave varied or cancelled by the notice is due to commence. The written notice can:

- vary the start date or the end date of any period of shared parental leave or cancel a request for leave;
- request that a continuous period of leave become discontinuous periods of leave; or
- request that discontinuous periods of leave become a continuous period of leave.

Limit on number of requests for leave
The employee can provide a combined total of up to three period of leave notices or variations of period of leave notices per adoption, although the organisation may waive this limit in some circumstances.

Continuous period of shared parental leave
If the employee submits a period of leave notice requesting one continuous period of leave, he/she will be entitled to take that period of leave. See example below:

Week 1-12	Week 13-34	Week 35-50
Adoption Leave – Adopter takes leave	Shared Parental Leave – parents take time off together	Shared Parental Leave – partner takes leave and adopter returns to work

Discontinuous periods of shared parental leave
The employee may submit a period of leave notice requesting discontinuous periods of leave. For example, the adopter and partner could request a pattern of leave from their respective employers that allows them to alternate childcare responsibilities.

If the employee submits a period of leave notice requesting discontinuous periods of leave, the organisation, in the two weeks beginning with the date the period of leave notice was given, can:
- consent to the pattern of leave requested;
- propose an alternative pattern of leave; or
- refuse the pattern of leave requested.

If agreement is reached within those two weeks, the employee is entitled to take the leave on the dates agreed. Example pattern is as follows

Week 1-12	Week 13-20	Week 21-30	Week 31-40
Adoption Leave – Adopter takes leave	Shared Parental Leave – Partner takes time off	Shared Parental Leave – Adopter takes time off	Shared Parental Leave – Partner takes time off

If no agreement has been reached within that two-week discussion period, the employee is entitled to take the leave as one continuous period of leave. In that event, the employee must choose a start date for the leave that is at least eight weeks from the date on which the period of leave notice was originally given. The employee must notify the organisation of that date within five days of the end of the two-week discussion period. If the employee does not choose a start date within five days of the end of the two-week discussion period, the period of continuous leave will start on the date of the first period of leave requested in the period of leave notice.

Alternatively, if the organisation has refused the request or no agreement has been reached during the two-week discussion period, the employee may withdraw a period of leave notice requesting discontinuous periods of leave. The employee can withdraw a period of leave notice at any time on or before the 15th day after the period of leave notice was given. A notice for discontinuous leave that has been withdrawn before it is agreed does not count towards the total number of requests for leave that an employee can make.

Statutory shared parental pay
Statutory shared parental pay is available for eligible adoptive parents to share between them while on shared parental leave. The number of weeks' statutory shared parental pay available to the adoptive parents will depend on how much statutory adoption pay the adopter has been paid when his/her adoption pay period ends.

A total of 39 weeks' statutory adoption pay is available to the adopter. As adoption leave cannot be curtailed for the first two weeks of leave, an adopter can share up to 37 weeks' statutory shared parental pay with his/her partner.

Any statutory shared parental pay due during shared parental leave will be paid at a rate set by the Government for the relevant tax year, or at 90% of the employee's average weekly earnings, if this figure is lower than the Government's set weekly rate.

It is up to the adoptive parents as to who is paid any statutory shared parental pay and how it is apportioned between them.

Eligibility for statutory shared parental pay
For employees to be eligible for statutory shared parental pay, both adoptive parents must meet certain eligibility requirements.

The adopter is eligible for statutory shared parental pay if he/she:

- has at least 26 weeks' continuous employment by the end of the week in which the adopter is notified of having been matched for adoption with the child (or by the end of the week in which he/she receives official notification in relation to an adoption from overseas) and remains in continuous employment with his/her employer until the week before any period of shared parental leave that he/she takes;
- has normal weekly earnings for a period of eight weeks ending with the week in which the adopter is notified of having been matched for adoption with the child (or by the week in which he/she receives official notification in relation to an adoption from overseas) of at least the lower earnings limit for national insurance contribution purposes;
- has, at the date on which the child is placed for adoption (or enters Great Britain if the child is being adopted from overseas), the main responsibility, apart from the partner, for the care of the child;

- is absent from work and intends to care for the child during each week in which he/she receives statutory shared parental pay; and
- is entitled to statutory adoption pay in respect of the child, but the adoption pay period has been reduced.

In addition, for the adopter to be eligible for statutory shared parental pay, the partner must:

- have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the week in which the adopter is notified of having been matched for adoption with the child (or the week in which he/she receives official notification in relation to an adoption from overseas);
- have average weekly earnings of at least the maternity allowance threshold for any 13 of those 66 weeks; and
- have, at the date on which the child is placed for adoption (or enters Great Britain if the child is being adopted from overseas), the main responsibility, apart from the adopter, for the care of the child.

Partner's eligibility for statutory shared parental pay

The partner is eligible for statutory shared parental pay if he/she:

- has at least 26 weeks' continuous employment by the end of the week in which the adopter is notified of having been matched for adoption with the child (or by the end of the week in which he/she receives official notification in relation to an adoption from overseas) and remains in continuous employment with his/her employer until the week before any period of shared parental leave that he/she takes;
- has normal weekly earnings for a period of eight weeks ending with the week in which the adopter is notified of having been matched for adoption with the child (or by the week in which he/she receives official notification in relation to an adoption from overseas) of at least the lower earnings limit for national insurance contribution purposes;
- has, at the date on which the child is placed for adoption (or enters Great Britain if the child is being adopted from overseas), the main responsibility, apart from the adopter, for the care of the child; and
- is absent from work and intends to care for the child during each week in which he/she receives statutory shared parental pay.

In addition, for the partner to be eligible, the adopter must:

- have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the week in which the adopter is notified of having been matched for adoption with the child (or the week in which he/she receives official notification in relation to an adoption from overseas);
- have average weekly earnings of at least the maternity allowance threshold for any 13 of those 66 weeks;
- have, at the date on which the child is placed for adoption (or enters Great Britain if the child is being adopted from overseas), the main responsibility, apart from the partner, for the care of the child; and
- be entitled to statutory adoption pay in respect of the child, but the adoption pay period has been reduced.

Rights during shared parental leave

During shared parental leave, all terms and conditions of the employee's contract except normal pay will continue. Salary will be replaced by statutory shared parental pay if the employee is eligible for it.

This means that, while sums payable by way of salary will cease, all other benefits will remain in place. For example, holiday entitlement will continue to accrue. Pension contributions will continue to be paid.

Contact during shared parental leave

The organisation reserves the right to maintain reasonable contact with employees during shared parental leave. This may be to discuss employees' plans for their return to work, to discuss any special arrangements to be made or training to be given to ease their return to work or to update them on developments at work during their absence.

An employee can agree to work for the organisation (or to attend training) for up to 20 days during shared parental leave without that work bringing the period of his/her shared parental leave and pay to an end. These are known as "shared-parental-leave-in-touch" (SPLIT) days.

The organisation has no right to require employees to carry out any work and employees have no right to undertake any work during their shared parental leave. Any work undertaken, and the amount of salary paid for any work done on SPLIT days, is entirely a matter for agreement between employees and the organisation.

If the employee is entitled to receive statutory shared parental pay for any week during which you attend work for SPLIT days, you will still receive this in the usual way.

Returning to work following shared parental leave
The employee has the right to resume working in the same job when returning to work from shared parental leave if the period of leave, when added to any other period of shared parental leave, statutory adoption leave or statutory paternity leave taken by the employee in relation to the same child, is 26 weeks or less.

If the employee is returning to work from shared parental leave and the period of leave taken is more than 26 weeks, when added to any other period of shared parental leave, statutory adoption or paternity leave taken in relation to the same child, or was the last of two or more consecutive periods of statutory leave that included a period of ordinary parental leave of more than four weeks, or a period of additional adoption leave or additional maternity leave, the employee has the right to return to the same job unless this is not reasonably practicable. In these circumstances, if it is not reasonably practicable for the organisation to permit a return to the same job, the employee has the right to return to another job that is suitable and appropriate for him/her.

Recruitment

Recruitment Policy

It is the organisation's policy that Line managers are responsible for recruitment in conjunction with the HR Consultant. When a vacancy occurs, a job analysis will be undertaken prior to any recruitment commencing. This will help the organisation to identify:

- why the job exists
- the objectives of the current post
- the role which the current postholder has in the organisation
- the specific tasks the current postholder is undertaking
- the way in which the post complements work being undertaken elsewhere in the organisation

A Line manager who wishes to recruit someone must first obtain approval from The Chief Executive.

Job descriptions and personnel specifications
Before embarking on the process of recruitment, the manager must ensure that there is an up-to-date job description for the post**. If you do not have a job description, please contact the HR Consultant who may be able to provide this or will work with the Line Manager to produce one.**

Advertising
Where the job is to be advertised, the proposed advertisement must be submitted to the HR Consultant for approval. All posts will normally be advertised simultaneously internally and externally .The organisation will actively encourage veterans with the necessary skills to apply for suitable vacancies and will ensure that any advertising methods are accessible to this group. Existing employees will also be encouraged to apply for vacant posts if they have the appropriate qualifications, experience and skills.

Equal Opportunities
The organisation is committed to applying its equal opportunities policy at all stages of recruitment and selection. Shortlisting, interviewing and selection will always be carried out without regard to gender, gender reassignment, sexual orientation, marital or civil partnership status, colour, race, nationality, ethnic or national origins, religion or belief, age, pregnancy or maternity leave or trade union membership.

Any candidate with a disability will not be excluded unless it is clear that the candidate is unable to perform a duty that is intrinsic to the role, having taken into account reasonable adjustments. Reasonable adjustments to the recruitment process will be made to ensure that no applicant is disadvantaged because of his/her disability.

Selection
The organisation aims at all times to recruit the person who is most suited to the particular job. Recruitment will be solely on the basis of the applicant's abilities and individual merit as measured against the criteria for the job. Qualifications, experience and skills will be assessed at the level that is relevant to the job.

All job applicants will be required to complete the SVR Application form.

All job applications will be screened using the criteria for the job. A shortlist will be produced assessing each application based against the job description.

Unsuccessful candidates will be informed via email, using a standard template.

In order to ensure consistency in interviewing:

- all questions asked of candidates will relate to the qualities defined as essential in the person specification
- questions will not in any way discriminatory or unnecessarily intrusive
- similar questions and the same range of topics will be covered for each candidate
- each interview will last a similar length of time

- Candidates will be required to demonstrate their right to work in the UK at interview. Interviewers should view the actual documents, make a copy and sign and date it confirming they have seen the original

To aid this process, the Line Manager should work with the HR Consultant to produce a standard recruitment pack for each role. A record of every recruitment interview must be made and passed to Residence Manager and the Company Secretary to be retained in accordance with the Records Retention Policy

It is the policy of the organisation that all candidates are interviewed by at least two organisation employees.

All those involved in the recruitment process are required to comply with the Company's requirements in relation to the security of the data and documents supplied by applicants, and the applicable retention periods. Once the recruitment process has been completed, all notes, emails (including sent items) and any other recruitment documentation that requires to be retained should be passed to the Company Secretary No other copies should be retained in paper or electronic form

Issuing employment offers

No offers of employment should be made without the authorisation of the Line Manager's Manager, in most cases this will be the Residence Manager or CEO.

Employment offers will be made in writing, by the HR Consultant and consist of an Offer Letter , Contract of Employment and Payroll New Start form

Employment offers are conditional upon applicants having the right to work in the UK and two satisfactory references which will be requested by the HR Consultant. See **Providing and Requesting References section.**

Unsuccessful candidates will be informed via email, using a standard template.

Offer Process

No employees should commence employment without receipt of a signed employment contract, the provision of contact details for two professional references and evidenced right to work in the UK documentation.

Line Managers should have passed the following documents to the Company Secretary before an employee starts:

- A signed copy of their Employment Contract
- A signed copy of the offer letter
- A completed Application form
- A photocopy of the photograph page of the employees' passport. Please note, Line Managers must have seen the original document. If the individual does not have a UK or EU Passport, please contact the Company Secretary or HR Consultant immediately for advice

Enhanced Disclosure Scotland
The successful candidate will be required to complete a Standard Disclosure and some candidates, depending on job role, may be required to complete PVG Scheme membership, as soon as possible following the job offer and prior to taking up the post. The Company Secretary will make this application upon receipt of the signed recruitment documents. Under exceptional circumstances a person in a non-regulated role may be able to undertake their induction programme and some shadowing prior to the arrival of the certificate.

The Company Secretary will confirm the start date that has been provisionally agreed once the disclosure has been issued.

Employees are required to make the organisation aware of any criminal or civil proceedings that they are subject to, as soon as these commence. Failure to do so, could lead to Disciplinary Action. Standard disclosures will be renewed every 3 years.

Probation Period

Introduction
It is the organisation's policy to operate probationary periods for all new employees, and in some cases at the organisation's discretion in respect of employees who have been transferred or promoted into different posts.

This policy is intended to allow both the employee and their manager to assess objectively whether or not the employee is suitable for the role. The organisation believes that the use of probationary periods increases the likelihood that new employees will perform effectively in their employment.

The manager is responsible under this policy for ensuring that all new employees are properly monitored during their probationary period. If any problems arise, the manager should address these promptly. This will ensure that the employee is aware that some aspect of his/her performance or conduct is unsatisfactory and prevent the problem from escalating.

Length of probation
The organisation's standard period of probation is six months.

Extending probationary periods
The organisation reserves the right to extend an employee's period of probation at its discretion. This will be limited to one extension and the total period of probation will be no longer than 12 months.

An extension may be implemented in circumstances where the employee's performance during probation has not been entirely satisfactory but it is thought likely that an extension to the probationary period may lead to an improvement, or where the employee or line manager has been absent from the workplace for an extended period during probation.

Before extending an employee's probationary period, the line manager must consult with their own Line Manager and/or the HR SME. If an extension to the probationary period is agreed, the organisation will confirm the terms of the extension in writing to the employee, including:

- the length of the extension and the date on which the extended period of probation will end;
- the reason for the extension and, if the reason is unsatisfactory performance, details of how and why performance has fallen short of the required standards;
- the performance standards or objectives that the employee is required to achieve by the end of the extended period of probation;
- any support, for example further training, that will be provided during the extended period of probation; and
- a statement that, if the employee does not meet fully the required standards by the end of the extended period of probation, his/her employment will be terminated.

Terms of employment during the probationary period
During the probationary period, employees will be subject to all the terms and conditions of their contracts of employment with the exception of those terms noted below.

Except in the case of existing employees who have been transferred or promoted into different roles, the amount of notice that an employee must give to the organisation if he/she wishes to resign, and the amount of notice that the organisation must give to the employee of dismissal are different during probation. During probation, either party may terminate the employee's contract of employment by giving one week's notice. In the event that the organisation decides to terminate the employee's employment, his/her employment will come to an end immediately and the employee will receive pay in lieu of the one week's notice together with any outstanding holiday pay.

Once the probationary period has been completed, the notice periods will be as defined in the employee's contract of employment.

In the case of existing employees who have been transferred or promoted into different roles, the amount of notice that the employee must give to the organisation if he/she wishes to resign, and the amount of notice the organisation must give to the employee of dismissal will be as defined in the employee's contract of employment.

Line managers' responsibilities
Under this policy, the Line manager has responsibility for monitoring a new employee's performance and progress during the probationary period. The line manager must ensure that the employee is properly informed at the start of his/her employment about what is expected of him/her during probation, for example the required job outputs or standards of performance.

Reviews during probation
The Line manager should review and assess the employee's performance, capability and suitability for the role on at least a monthly basis during the employee's probation, and again at the end of the probationary period. A clear record should be made of each review meeting. A copy of the record should be passed to the employee and the original filed in the employee's personnel file.

During an employee's probation, the Line manager should provide regular feedback to the employee about his/her performance and progress, and, should there be any problem areas, raise these with the employee as soon as possible with a view to resolving them. The line manager is also responsible for providing guidance and support and for identifying and arranging any necessary training or coaching.

Irregularities discovered during the probationary period
If, during an employee's probation, it is suspected or established that the employee does not have the qualifications, experience or knowledge that he/she claimed to have at the time of recruitment, the matter will be discussed with the employee to establish the facts. If the evidence suggests that the employee misrepresented his/her abilities in any way, the organisation will terminate the employment. If the employee is an existing employee who has been transferred or promoted into a different role, the organisation's normal capability/dismissal procedure must be followed in full.

End of probation
At the end of the probationary period, the Line manager should conduct a final review of the employee's performance and suitability for the job. This will involve a meeting with the employee to discuss his/her performance and progress throughout the period of probation. The review must be conducted on or shortly before the date on which the employee's probationary period comes to an end. If the employee's performance is satisfactory, the line manager should issue a letter of confirmation of appointment to the employee.

If the employee's performance has not met the standards required by the organisation, the Line manager should discuss the matter with their own Line Manager and/or the HR SME before any decision is made to terminate the employee's employment.

Termination of employment
If an employee's performance while on probation has been unsatisfactory (despite support from the Line manager, and it is thought unlikely that further training or support would lead to a satisfactory level of improvement), the employment will be terminated at the end of the period of probation.

It is the organisation's policy to allow the employee to complete the designated period of probation rather than terminating employment before the probation has come to an end. This is to give the employee a full opportunity to come up to the required standards. If, however, there is clear evidence prior to the end of the period of probation that suggests the employee is wholly unsuitable for the role, the line manager should consult with their own Line Manager and the HR SME in a view to terminating the employee's contract early.

Where a decision is taken to terminate the employee's employment, the employee must be interviewed and informed of the reason for the termination. The organisation will write to the employee confirming the termination and the reason for it. The employee will be given an opportunity to appeal the decision.

If an employee's employment is terminated after the expiry of the probationary period, or if the employee is an existing employee who has been transferred or promoted into a different role, the organisation's normal capability/dismissal procedure must be followed in full.

Providing and Requesting References

Providing references
It is the organisation's policy that references relating to the organisation's current or former employees may be given only by the Residence Manager or Line manager in the case of Head Office employees. No other person is permitted to provide a written or verbal reference about any current or former employee.

Providing the information requested
The individual dealing with the reference request should ensure that the individual to whom the request for the reference relates has given his/her consent for a reference to be provided. If the person dealing with the request has any doubts about whether or not the individual has given his/her consent, he/she must contact the individual to check whether or not he/she wants a reference to be provided.

Any references provided must be in writing using the Reference Provision Template. The reference should explain that it is the organisation's policy to respond to requests for information in a standard format. The only factual information that may be provided is:

- the dates of the employee's employment with the organisation;
- the employee's job title;
- a short description of the employee's key job duties and level of responsibility;
- amount of parental leave taken;
- where the employee has left the organisation, the reason for termination of employment, for example resignation, redundancy, dismissal, or the expiry of a fixed-term contract.

The individual providing the reference must not provide personal opinions about the individual's performance or conduct. It is the responsibility of the author of the reference to ensure that the information provided is true, accurate, fair and not misleading.

The reference must be marked "private and confidential" and "for the addressee only". It should be sent by post to the prospective employer, or password protected if sent by email, to maintain confidentiality.

Dealing with enquiries raised by the prospective employer
If the author of the reference receives an enquiry from the prospective employer for clarification of information given in the reference, the author must ensure that he/she does not go beyond the content of the reference in the information provided. Any such enquiry should, where possible, be dealt with in writing to avoid any subsequent confusion. If the enquiry is dealt with over the telephone, a written record of the information provided must be made at the time of the conversation.

Requesting references
It is the organisation's policy that any offer of employment is conditional upon the receipt of two satisfactory references and one reference should be from the candidate's current or most recent employer.

Line managers responsible for recruitment should:

- inform all job applicants at interview that any job offer made by the organisation will be provisional and will depend on the receipt of references that are satisfactory to the organisation;
- request each job applicant's consent to their seeking written references from agreed, named people.

All written references should be obtained using the criteria as detailed on the Reference Request Template.
`

Working Hours

Working Hours

Introduction
This policy sets out the organisation's position regarding working hours. The organisation strives to provide a safe working environment and ensure the safety and wellbeing of all its employees. The organisation seeks to ensure that employees do not exceed reasonable working hours to provide for a satisfactory balance between work and personal life. The organisation is also committed to ensuring that employees' health is not compromised by the workplace.

Management has a responsibility to ensure that working hours are kept within reasonable limits and will monitor working hours for this purpose. Employees themselves also have a duty to ensure that they are not working excessive hours and inform their line manager directly if they consider that they may be doing so.

This policy is issued by way of guidance on the organisation's policy and practice. It does not form part of an employee's contract of employment or otherwise have any contractual effect. This policy may be varied, withdrawn or replaced at any time by the organisation at its absolute discretion.

Normal working hours
Most Full-time employees are contractually obliged to work 37.5 hours per week over 5 days between Monday and Sunday. Employees are entitled to a 30 minute unpaid lunch break on all working days of 6 hours or more. Working days and hours will be scheduled on a rota basis according to the needs of the business and employees will be given reasonable notice of the days and hours they are required to work.

These hours will be an employee's normal hours of work unless otherwise agreed between him/her and the organisation. Employees who are required to work different hours, such as Night Shift Workers, will have these hours stipulated in their individual Employment Contract. The organisation reserves the right to vary reasonably an employee's hours of work and the days on which he/she works according to business and operational requirements on a temporary or permanent basis.

Employees may be required to work such additional hours in excess of their normal hours of work as are reasonably necessary for the proper performance of their duties and to meet the needs of the business.

Employees may be required to work in excess of their normal contractual hours and will be asked to sign a form to "opt out" of the Working Time Regulations 1998. The employee has the right to refuse this request and, if he/she signs the opt-out, can give the organisation three months' notice that he/she wishes to revoke this, without facing any penalty. Any employee who has not signed the opt-out or who has revoked his/her opt-out will not be requested or permitted to work more than 48 hours in one week.

Overtime

In exceptional circumstances, you may be asked to work additional hours beyond your normal hours although you will not be compelled to comply with any such request. You will be paid your normal hourly rate for overtime worked. Any paid overtime will be authorised by the House Manager in advance of it being worked.

Flexibility of working hours
The organisation may, on specific occasions, permit employees to work hours outside their contractual hours, subject to business needs and operational requirements. It is important however that the needs of the business are fully met and in no way compromised.

The organisation expects that employees will use these flexible arrangements to attend to any personal appointments for example, dental and medical appointments. For more details, please see the **Absence From Work** section of the Handbook.

In addition to informal arrangements, employees' have statutory rights to flexible working, the details of which can be found in the **Flexible Working Policy**.

Working from Home
Your normal place of work is as detailed in your contract of employment. However, employees are permitted to work from home in specific circumstances. Employees are granted this option on the following basis:

- Working from home days should be agreed in advance with the Line Manager or Chief Executive
- The organisation will not be liable for any costs incurred in working from home. This includes the supply of office equipment, such as desks and chairs, or for expenses incurred in using internet/broadband connections.
- Staff should be fully contactable by email and telephone at all times during the working day.
- Staff should come into the office when required for meetings/events.
- Employees who are off sick should report in the normal way.
- All office policies continue to apply whilst working from home.

Rest breaks
Employees have the right to an unpaid rest break of 30 minutes for every six hours that they have worked. If operational requirements mean that workers are unable to take this break at that time, they will be entitled to compensatory rest to be agreed with their manager.

Miscellaneous
The organisation expects that workers will work their full contractual hours each week and it will pay them monthly in arrears on this basis.

If workers do not perform their full contractual hours, salary payments will be adjusted in accordance to time sheet documentation representative for that given time period.

Time off in Lieu Policy (TOIL)

Introduction
The organisation recognises that it is not always possible for employees to work only their contractual hours. However, the organisation also has a duty to protect the health and safety of its employees by ensuring that they do not work too many hours and that they are recompensed if it is necessary for them to work extra hours. This policy is in place to define the time off in lieu system and to set down guidelines for its implementation.

'Time off in lieu' is time off that is taken instead of overtime pay by employees working beyond their contractual hours.

Where possible, the organisation encourages its employees to take time off in lieu for overtime worked. However, employees may be eligible for paid Overtime if authorised by their Residence Manager. Residence Managers must notify the Chief Executive of their usage of paid Overtime on a monthly basis.

Accrual of time off in lieu
Employees who need to work more than their contractual hours should discuss this with their line manager and get his/her approval prior to undertaking the overtime. The extra hours, and reasons for the overtime, must be recorded on the employee's timesheet.

Employees are expected to manage the amount of overtime worked in cooperation with their line manager.

If overtime work is available, the Residence Manager will inform those employees who are eligible of the existence of overtime work and ask which employees are interested. If more than one employee is interested, the work will be allocated on a rotational basis to ensure that the opportunity is spread among the employees.

Time off in lieu accrued is equal to time actually worked. For example, if the employee works for two hours, two hours of time off in lieu is accrued, regardless of whether the work is done on a weekday, weekend or bank holiday.

Time off in lieu does not accrue for work done beyond contractual hours when it is done outside normal office conditions, for example when an employee travels for work or attends a residential course.

Redemption of time off in lieu
Employee's requests to redeem time off in lieu will be granted at the discretion of their line manager, taking into consideration operational requirements such as the needs of the business and workload of other employees. Line managers are expected to allow staff as much flexibility as they can under this policy. However, it will not always be possible to allow staff to take the time off when they have requested it. At least one day off in lieu must be accrued before it can be redeemed.

Employees must take time off in lieu within 4 weeks of accrual. Employees cannot carry forward time off in lieu beyond this period without the prior agreement of their line manager. Any entitlement that has not been taken within 4 weeks of accrual or within a period agreed previously with the line manager will be lost.

Line managers are responsible for monitoring the levels of time off in lieu that employees are accruing and ensuring that accumulations are in accordance with this policy.

Employees who are leaving the organisation and have accrued time off in lieu will be paid overtime pay to cover this.

Flexible Working

Introduction
The organisation believes that the promotion of flexible working can increase staff motivation, promote work-life balance, reduce employee stress and improve performance and productivity.

Eligibility
The law grants employees who have a minimum of 26 weeks' continuous service the right to request flexible working and to have their request considered seriously by their employer.

The employee must not have submitted an earlier application to work flexibly within the previous 12 months.

While it is the organisation's policy to be flexible on working patterns for all its employees, in order to ensure that it is complying with its legal obligations concerning the right to request flexible working, there may be situations where precedence has to be given to those who are eligible for this right.

Agreeing to one employee's request will not set a precedent or create a right for another employee to be granted a similar change to his/her working pattern.

What is flexible working?
These are changes to an employee's terms and conditions of employment which must relate to:

- the hours the employee is required to work
- the times the employee is required to work
- the place where the employee is required to work

The request could, therefore, be for shorter working hours, a shorter working week, flexitime, a system of staggered or annualised hours, job sharing, part-time work or permission to work from home.

How to make a request for flexible working
An application for flexible working must be made in writing and must:

- state that it is an application for a change to the employee's terms and conditions of employment;
- specify the change applied for and the date on which it is proposed the change will become effective;
- explain what effect (if any) the employee thinks making the change applied for would have on his or her employer and how, in the employee's opinion, any such effect might be dealt with;
- state whether a previous application for flexible working has been made by the employee to the employer and, if so, when; and
- be dated.

A copy of the flexible working request form can be obtained from the Company Secretary. Any flexible working requests should be submitted directly to the employee's line manager.

Organisation's response
Within 28 days of receiving an eligible employee's application for flexible working, the organisation will either:

- arrange a mutually convenient meeting to discuss the employee's request, or
- if the organisation agrees to the employee's application without the need for a meeting, it will confirm in writing that the application has been successful and state the date upon which the new working arrangements will commence

Where a meeting is held the employee has the right to be accompanied by a fellow worker. Where the chosen companion will not be available at the time proposed by the employer for the meeting,

and the employee proposes an alternative time convenient for all three parties that falls no more than 7 days after the date originally proposed, the employer is required to postpone the meeting until that date.

The organisation will discuss the employee's application with them and if their desired work pattern cannot be accommodated, the manager will explain why and establish whether any other mutually acceptable pattern can be accommodated.

Within 14 days of the meeting, the organisation will write to the employee either:

- agreeing to the application and specifying the contract variation agreed and the start date on which it is to take effect; or
- refusing the application and stating which of the specified grounds for refusal it considers to be applicable and explaining why those grounds apply in relation to the application.

After an application has been made, the employee will not be able to make another request for 12 months from the date of his/her original request.

Should the organisation feel the flexible working request is manageable, it may be approved subject to a successful trial of the new working arrangements. Upon successful completion of the trial, any change agreed will be a permanent change to the employee's terms and conditions of employment, unless a trial or temporary period is agreed.

Grounds for refusal of an application
Whilst the organisation will try and accommodate an employee's request for flexible working, it may not always be possible. If an application is made and rejected it will be for one or more of the following reasons:

- the burden of additional costs
- a detrimental effect on the organisation's ability to meet customer demand
- an inability to recruit additional staff
- an inability to re-organise work amongst existing staff
- a detrimental impact on quality
- a detrimental impact on performance
- an insufficiency of work during the periods the employee proposes to work
- planned structural changes

Appeals procedure
An employee may appeal a decision to reject a flexible working request within 14 days of receiving notification of the decision.

An appeal meeting will be convened within 14 days of the organisation receiving the employee's appeal.

If, after the meeting, the organisation allows all or part of the employee's application the organisation will confirm in writing that the agreed arrangement and state the date upon which the new working arrangements will commence.

If, after the meeting, the organisation rejects the employee's appeal, the employee will be sent, within 14 days of the meeting, a letter explaining the reasons for the organisation's rejection.

The effect of a successful application
If the organisation agrees to the employee's request, either upon the original application or after appeal, the employee's terms and conditions of employment will be permanently changed to reflect the new working pattern. This may have the effect of reducing salary and benefits. An employee will not have the automatic right to revert to his/her original working pattern and will have to submit a further flexible working application if he/she wishes to do so.

Extending time limits
If an employee wishes to apply for an extension of any of the time limits set out above, he/she should make a request in writing. The organisation will give reasonable consideration to any request made, but is not obliged to grant such a request.

Withdrawal of application
If an employee wishes to withdraw his/her application he/she should inform the organisation in writing. The employee should be aware that he/she will be unable to make another flexible working application for 12 months from the date of his/her original application.

Training & Development and Performance Appraisal

Training & Development

Introduction
The organisation is committed to the development of all employees, whether employed on a full-time or part-time basis. The organisation will, where possible, assist employees to acquire relevant qualifications and promote training to enable them to carry out their tasks to the best of their ability. The organisation's commitment to training and development includes:

- maintaining records for each individual member of staff, of the training and development activities attended during employment
- developing individual potential at all levels, thus ensuring organisational needs and objectives are realised
- providing new employees with a full structured and planned induction programme. This will cover all the basic elements a new starter will need to introduce them to the functions of the organisation, and the requirements of the individual
- providing starters with fully comprehensive job skills training. This will be carried out in the appropriate unit and will be planned to ensure that the new employee reaches effectiveness and efficiency as quickly as possible
- making available continuous training and development to all employees
- providing staff that are transferred, promoted, or have changed roles with a planned training programme to ensure an acceptable level of performance and ensuring support is provide where required
- monitoring and evaluating training it to ensure efficiency, effectiveness and relevancy
- identifying training needs through a structured training needs analysis system and through the use of the appraisal system
- selecting employees to attend external courses relevant to their particular needs and to that of their department.
- enabling employees to undergo development and further training through sponsorship opportunities

Training
The organisation provides a range of training and development opportunities to employees. These fall into four broad categories:

- **Training relating to the enhancement of skills for an employee's current position.** These include internal and external courses providing technical training, for example SVQs and other specialist training relating to the skills that employees require for their role.
- **Training leading to a professional or academic qualification.** The organisation encourages employees who wish to do so to pursue continuous professional development and where appropriate to gain further qualifications.
- **Training that has a specific management or supervisory focus.** These include internal and external courses on manager development, supervisory skills for line managers, and leadership development programmes.
- **Health and safety training.** This includes courses in manual handling, risk assessment, fire safety, first aid, and food and hygiene regulations.

Decisions on the suitability and applicability of training will be determined through the performance review process, during which individual training and development needs are identified within a personal development plan. Progress on the acquisition of new skills and knowledge will be monitored throughout this process.

Employees are encouraged to research and source relevant training courses and discuss opportunities with their manager.

If an employee is required to attend an external course for their existing role, the course fees will be paid by the organisation. If an employee is booked on to a course and cannot attend, the employee must provide one week's notice. Failing to provide sufficient notice may make the employee liable to the organisation for the cost of the course.

All training must be approved by the Residence Manager or Line Manager in the case of Head Office employees and advised to the Company Secretary prior to any bookings being made.

Planning and implementing training
Any new training initiatives will be planned as a result of training needs analysis activities, which in turn are part of the organisation's performance review process. In addition, the organisation is committed to reviewing training initiatives so that relevant training and development is provided for skills in specific job areas, where work procedures have changed, or where new standards are introduced. Any new training and development programmes offered to employees will be publicised through the organisation's normal communication channels, including staff notices and departmental meetings.

Coaching and mentoring
The organisation encourages Line managers to provide coaching and mentoring support for employees who are undergoing training and development. Managers have a responsibility to ensure that the skills and knowledge of more experienced employees are shared with more junior employees to ensure that learning occurs in a planned way.

Recording of training and development activities
Following a performance review discussion, a copy of the approved personal development plan is placed in the employee's personnel file. This information is collated annually to form the basis of the organisation's forward training and development plan. On completion of any internal or external course the employee will complete a course evaluation form, countersigned by the line manager, and return this to The Company Secretary. Analysis of the evaluation forms gathered will be undertaken by the Company Secretary and used within the overall evaluation of training and development.

CPD
Where employees are members of a relevant professional body and CPD is a requirement of on-going membership, the organisation expects that staff will:

- Make themselves aware of the CPD requirements of the professional body.
- Be responsible for ensuring they carry out sufficient relevant training to meet the CPD requirements.
- Maintain adequate records of CPD undertaken.

The organisation will provide reasonable support for undertaking CPD and any CPD-related training requests should be identified, reviewed and agreed following the process for more general training outlined above.

Roles and responsibilities
Both Line managers and employees have a responsibility to implement training and development initiatives. There will be an opportunity to discuss development needs through the performance review process and agree appropriate courses of training or study. Line managers should encourage their employees to undertake relevant training. Employees are expected to take up the opportunities provided and report back to their line manager on their applicability once completed.

Line managers have a responsibility to monitor and evaluate the effectiveness of learning for employees who have undergone training and development. Line managers can contact The Company Secretary to give feedback on internal and external training programmes, including their quality and cost effectiveness. Line managers should ensure that employees implement the skills that they have gained through training.

SVQs
Employees who achieve SVQ qualification will be required to remain with the organisation for a period of at least one year from the date of qualification. If the employee leaves before the end of this period they will be required to refund the cost of the course.

Course/Qualification Repayment Period	Proportion of Costs to be Repaid
During the course	100%
0-6 months after course completion	100%
6-12 after course completion	75%
12-18 months after course completion	50%
18-24 months after course completion	25%

Professional Qualifications
The organisation recognises that it is essential to have the best people who are equipped with the skills and knowledge to perform their roles to the highest standard. The organisation therefore offers opportunities for employees to attain professional qualifications which may involve extended periods of unpaid leave.

Unfortunately the organisation cannot offer this opportunity to all employees and, in assessing each request, will consider each application on its merits and at its discretion.

Development
Performance Appraisal
Each year, each employee will take part in a meeting with their Line manager to discuss aspects of his/her work performance. The objective of the meeting will be to review the previous year's achievements and to discuss any future training, development and career planning relevant to the individual and to the organisation.

This meeting should be regarded both as a stocktaking exercise to discuss performance during the previous year and objectives for the year ahead. Continuous dialogue throughout the year between the manager and the appraisee should inform the agenda of the meeting, and the outcome of the discussion should be a clear plan for both participants in terms of taking action to ensure that the appraisee is enabled to achieve his/her full potential in the work that he/she carries out for the organisation. The benefits of appraisal in terms of improved communication and enhanced performance, both for the individuals involved and for the organisation, will be achieved only by the continuous commitment of all those involved in the scheme.

Timing of appraisals
Each year in December your manager will arrange appraisal meetings with his/her team members. New employees who are still in their probationary period will be seen as normal for their probation one-to-ones.

Appraisal forms
The appraisal form is intended to focus the appraiser and the appraisee on the objectives of the appraisal process. It should be used by appraisees as a prompt to give some thought as to the areas that the appraisal meeting will address. Appraisees should return a completed draft appraisal form to their manager before the appraisal meeting so that he/she can use this information as part of their preparation.

Completed appraisal forms must be an accurate record of the discussion that took place as well as a record of the objectives that have been agreed for the following year. Any paperwork or electronically filed forms should be completed within two weeks of the appraisal meeting and be kept absolutely confidential. The completed appraisal form and personal development plan must be viewed as a working document and as such be continually referred to and reviewed throughout the year.

A copy of the appraisal form will be sent to each individual employee for completion prior to the appraisal.

The responsibilities in relation to the Appraisal Process are listed below

Responsibilities	Employee	Line Manager
Pre Performance Review meeting	• Review your performance against objectives • Review content of performance 1:1s • Collate feedback from colleagues, peers and other relevant stakeholders • Complete Performance Review form • Think about any other factors you might want to raise	• Schedule the review • Book a private area for this • Set aside sufficient time to conduct the review. Circa 1.5 hours • Receive and review the Performance Review form • Review content of monthly 1:1s • Review any feedback • What are the key messages you want to get across?
During the Performance Review meeting	• Talk through your performance. How do you think you have performed? What are your key achievements? What could have gone better and why? • Provide any examples or evidence to support your point of view • Be open and engaged • Listen to feedback	• Lead the discussion but ensure the employee does most of the talking-**Listen** • Ask the employee to take you through their achievements and challenges of the past year • Provide feedback, using examples and evidence to support this point of view • Be open and engaged
Concluding the Review	• Ensure you have raised all the issues you planned to • Discuss and agree any comments to be added to the form or follow up steps • Discuss future career aspirations and /or development planning	• Discuss and agree any comments to be added to the form or follow up steps • Discuss future career aspirations and/or career planning • Ensure you and the Reviewee sign the form • Pass a copy of the signed form to your Line Manager
Objective setting	• Set Performance and Development objectives for the coming year	• Set Performance and Development objectives for the coming year

Health & Safety

Health & Safety Policy

Introduction
The organisation regards the management of health and safety as an integral part of its business and as a management priority. It is our policy that all activities and work will be carried out in a safe manner and we will ensure the health, safety and welfare of our employees and others who may be affected by our activities.

Proper management of health and safety issues is seen as an integral part of the efficient management of the organisation's activities, and critical to developing the professional culture of the organisation and establishing and maintaining a solid reputation with all of our contacts. The objectives of this policy are fundamental to our business and the organisation is responsible for ensuring that the requirements of this policy are achieved. The organisation is committed to ensuring, so far as is reasonably practicable, that:

- All employees are safeguarded fully in respect of health, safety and welfare whilst at work and all reasonable risks are minimised
- Members of the public, who enter our premises as contractors, employees, or visitors, are not exposed to any health and safety risks during the course of their business.
- No work is carried out by the organisation or its contractors that is liable to expose employees, clients or members of the public to hazards to health, unless suitable and sufficient assessments of the risk are made and necessary measures to prevent or control the risk have been introduced. This applies also to the storage and transportation of articles and substances

The organisation has ultimate responsibility for the implementation of this policy and through the Chief Executive, will ensure that the requirements of all health and safety legislation are established. The Managers are responsible at a local level for the implementation of this policy within their operations. All employees are to read the general policy and risk assessment.

The organisation's objectives are:

- To provide conditions of work for all employees which prevent any danger to health. This requires that risk assessments be carried out to enable hazards and risks to be identified to enable the standards of safety to be adopted and enforced
- To ensure that all plant and equipment is maintained properly and that none will be used knowingly when it presents any risk to the safety of the staff or the public
- To provide, where responsible, means of access and egress that are safe and without risks to health
- To provide comprehensive information, instruction, training and supervision - with the objective of ensuring, so far as is reasonably practicable, the health and safety at work of every employee and visitor
- To ensure that the health, safety and welfare of all employees is under continuous review by management at all levels

The success of this policy is largely dependent upon the total co-operation of every person who works on the organisation's premises or operations and all employees have a legal duty to:

- Take reasonable precautions in safeguarding the health and safety of themselves and others
- Observe all health and safety rules and procedures as laid down by the organisation and use all health and safety equipment provided
- Alert management to any potential hazard that they have noticed and report all accidents or incidents that have led, or may lead to, injury, illness or damage.

This policy will be monitored to ensure it is effective and will be regularly reviewed and revised as necessary.

Accidents
Any injury at work, however small, must be reported immediately to the Residence Manager who will be responsible for investigating accidents and recording them in the Accident Book.

Housekeeping
Good housekeeping is fundamental to the prevention of accidents. Untidy and haphazard storage may cause people to trip and fall. Exit doors and fire equipment points can become blocked and the accumulation of rubbish offers a serious fire risk. Employees should take responsibility for correcting or reporting hazards e.g. fire extinguishers which have been removed and used to prop open doors. Poor storage e.g. on top of cabinets, can cause articles to fall. Always store heavy packages at a low level to facilitate safe handling. Shut the drawers of filing cabinets, cupboards, doors and desk drawers after use to prevent a hazard to others.

Lifting and handling
The organisation will take all reasonable steps to reduce health and safety risks to employees from manual handling.

The organisation will ensure that manual handling tasks that involve injury risks are avoided where reasonably practicable. Where it is not reasonably practicable to avoid these tasks a suitable and sufficient assessment of the risks will be undertaken and identified risks will be reduced to as low as is reasonably practicable.

The organisation will also provide adequate information, instruction, training and supervision to employees regarding manual handling best practice. Employees will make proper use of any equipment and systems of work provided for their safety.

If employees don't feel comfortable lifting or carrying any object at work, then they must ask for assistance.

The basic rules to be followed when lifting are:-

<u>Assessment of the load</u>
- Push it to obtain some idea of the weight involved
- If it is beyond your capacity obtain assistance
- Do not attempt to lift any weight which is too heavy for you to manage

<u>A plan for the lift</u>
- Identify where the load is to be placed
- Remove any obstructions, such as discarded wrapping materials, and ensure no tripping hazards are present
- Estimate the centre of gravity of the load and aim to position the load with the centre of gravity as close to the body as possible
- If you require help, decide who is giving commands to lift
- Your assistant should be of approximately similar height and build

<u>The lift</u>
- Stand close to the object to be lifted
- Lower yourself by bending the knees – not the back. Your back should be kept straight
- Take a organisation grip under the object to be lifted, using the whole hand not just the fingers
- Lift by straightening the legs, thereby using the strong leg and thigh muscles. Do not jerk or snatch as this can cause strain
- Never twist or bend your spine when lifting or carrying
- Never attempt to lift any weight which seems to be too heavy for you personally. Ask for assistance

<u>Deposit the load by reversing the lifting process</u>
- Bending the knees and hips
- Releasing the grip on the load

- Ensuring that the fingers are clear

First aid
First Aid boxes are available in the office and all employees should ensure that they are aware of where the First Aid boxes are located.

All details of first aid administered must be recorded in the Accident Book.

Fire equipment
Each office is equipped with fire alarm and appropriate firefighting equipment. Employees should ensure that they are aware of where these are located.

Procedure in the event of a fire
Fire drills are organised from time to time. Evacuation procedures are posted on the office notice board. All employees are required to familiarise themselves with the rules in relation to fires, fire exits and evacuation in the event of fire. Employees must always to obey evacuation procedures.

Display screen equipment (DSE)
The organisation recognises that risks associated with DSE are directly related to the type and layout of the workstation, the nature of the work and the physical and mental attributes of the person using the DSE. The organisation will therefore:

a) Assess workstations
b) Reduce risks to the lowest level practicable
c) Provide health & safety training for all users including a DSE advisory booklet
d) Offer eye tests on request and thereafter at intervals recommended by an optician

The employee is expected to:

a) Take care of his/her own and colleagues' safety and co-operate with the organisation to enable us to implement measures and observe duties the law requires
b) Become familiar with the workings of all equipment and furniture at the disposal of the employee, to promote health and safety and unsure comfort whilst working

During display screen based work, natural breaks or pauses will tend to occur as a consequence of the nature of the work. Changes of activity such as answering the telephone, photocopying etc. should help prevent the onset of fatigue. However, in certain circumstances DSE users who are inputting data or text for unbroken and prolonged periods may feel the onset of fatigue. All DSE users will be expected to take opportunities for a change of activity if they feel the onset of fatigue through prolonged and unbroken display screen equipment work and to discuss the need for such opportunities with those for whom they work.

The organisation will carry out regular workstation assessments in order to identify and minimise risk to users. All regular users of Display Screen Equipment (DSE) will be involved in the assessments.

The organisation reserves the right to monitor the use of DSE and tasks performed using DSE. If an employee has any queries with regard to this statement, please contact The Company Secretary.

Provision of Glasses for DSE Users
Where an eyesight test shows that glasses are necessary to correct eye or vision defects for the purposes of DSE work, the employer will pay for the cost of basic frames and prescribed lenses.

The employee is personally responsible for the safekeeping of any spectacles for which the organisation has contributed, and their replacement, if lost or damaged.

New & expectant mothers
The organisation has a duty to take care of the health and safety of all employees. We are also required to carry out a risk assessment to assess the workplace risks to women who are pregnant, have recently given birth or are breastfeeding. The organisation will provide the employee with information as to any risks identified in the risk assessment. If the risk assessment reveals that the employee would be exposed to health hazards in carrying out her normal job duties, the organisation will take such steps as are reasonably necessary to avoid those risks, such as altering the employee's

working conditions. In some cases, this may mean offering the employee suitable alternative work (if available) on terms and conditions that are not substantially less favourable.

If it is not possible for the organisation to alter the employee's working conditions to remove the risks to her health and there is no suitable alternative work available to offer her on a temporary basis, the organisation may suspend her from work on maternity grounds until such time as there are no longer any risks to her health. This may be for the remainder of her pregnancy until the commencement of her maternity leave. If an employee is suspended in these circumstances, her employment will continue during the period of the suspension and it does not in any way affect her statutory or contractual employment and maternity rights. The employee will be entitled to her normal salary and contractual benefits during the period of her suspension, unless she has unreasonably refused an offer of suitable alternative employment.

While our office environment and the nature of our business present relatively low risks, we recognise that it is important that sympathetic consideration should continue to be shown towards new or expectant mothers at work. As always, common sense will play a part in the application of the organisation's policy in these matters.

CCTV

The organisation will ensure that all cameras are set up in a way that ensures that there is minimal intrusion of employee privacy, and that any intrusion is fully justified. In areas of surveillance, signs will be displayed prominently to inform employees that CCTV is in use.

The organisation will not use CCTV for monitoring the work of employees or finding out whether or not they are complying with the organisation's policies and procedures. CCTV will not be operated in toilets, private offices or changing rooms, unless this is necessary for the investigation of a serious crime or there are circumstances in which there is a serious risk to health and safety or to the operation of the organisation's business. CCTV will be used in this way only where it is a proportionate means of achieving the aim in the circumstances.

CCTV evidence may be used against an employee in disciplinary proceedings only where such evidence tends to show, in the reasonable belief of the employer, that he or she has been guilty of serious misconduct. The employee will be given a chance to see and respond to the images in these circumstances.

Covert CCTV will only ever be set up for the investigation or detection of crime or serious misconduct. The use of covert CCTV will be justified only in circumstances where the investigator has a reasonable suspicion that the crime or serious misconduct is taking place and where CCTV use is likely to be a proportionate means of securing evidence.

Images from CCTV footage will be securely stored and only authorised personnel will have access to them. The images will be retained only long enough for an incident to come to light and any investigation to be conducted.

Employees whose images are recorded have a right to view images of themselves and to be provided with a copy of the images. Employees making such a request provide the organisation with a photograph or a description of themselves, together with the relevant time and date of the image, so that they may be easily identifiable.

Employees will be allowed access to such images within 40 days, which is the maximum time employees should be made to wait of the request. The organisation will charge £10, which is the maximum that should be charged per request.

Organisation premises
Employees will be issued with an identity badge allowing them access to their workplace. This badge remains the property of the organisation and any loss of a badge must be reported immediately to their line manager.

Employees must not bring any unauthorised person on to organisation's property without prior agreement from their line manager, unless they are authorised to do so as part of their job. In these circumstances employees are responsible for ensuring that their visitors are appropriately monitored during their stay, and that they do not access areas or property inappropriately.

Employees must not remove the organisation's property from the its premises unless prior authority from their line manager has been given.

Personal belongings
Any personal property such as jewellery, cash, credit cards, clothes, cars, motorbikes or bicycles etc. left on the organisation's premises is done so entirely at an employee's own risk. Employees are strongly advised not to leave any valuables unattended, either on the organisation's premises, vehicles or in their own vehicle. The organisation cannot be held responsible for the safekeeping of money, valuables or any other property belonging to the employee that may be brought onto the organisation's premises.

Contact details
It is essential that all contact information on held by the organisation for each employee is complete, correct and up to date. Employees should inform their Line manager immediately of any changes.

Smoking & E Cigarettes

Introduction
The organisation recognises that the health, safety and welfare of employees, sub-contractors and anyone else directly affected by the organisation's operations are of prime importance. The organisation has therefore developed and enforces a dedicated smoking policy, conforming to the requirements of the smoke-free legislation.

Application
This policy is applicable to all employees regardless of role, as well as sub-contractors who undertake activities on behalf of the organisation and any visitors to the organisation's premises. This policy and its mandatory application will be communicated to all employees, sub-contractors, visitors and interested parties.

As part of the organisation's induction process, new starters should be told about this policy and shown where it is located in the organisation's staff handbook. Employees are responsible for informing their visitors to the premises of this policy.

Prohibition on smoking
Smoking is prohibited within the organisation's premises, and within 4.6m of any of our building entrances, doorways, stairs or covered areas where this area is within the organisation's property, except in certain designated outside smoking areas. Employees may smoke only in those permitted areas. The organisation provides receptacles for smokers to dispose of cigarette butts and other smoking waste at all outside locations where smoking is allowed.

Although residents may smoke in their own rooms, for clarity, employees are not entitled to smoke in any of these rooms.

Employees who go outside to smoke are restricted to taking smoking breaks within their normal break allocation.

Vehicles
The organisation does not permit workers to smoke in company cars.

Electronic cigarettes
The organisation acknowledges that some employees may wish to make use of electronic cigarettes ("e-cigarettes") in the workplace, particularly as an aid to giving up smoking. E-cigarettes are battery-powered products that release a visible vapour that contains liquid nicotine that is inhaled by the user.

Although e-cigarettes fall outside the scope of smoke-free legislation, the organisation allows employees to use e-cigarettes in designated outside areas, not expressly within the smoking shelters but outside the workplace, provided that they do so within their usual breaks. Smoking e-cigarettes within the work place is prohibited.

Signage
The organisation displays signs that make it clear that smoking is prohibited on its premises.

Assistance for employees to give up smoking
The organisation recognises the difficulty that employees who wish to give up smoking may face. The organisation's occupational health services can offer guidance and support to help smokers to give up. Assistance is also available from the www.nhs.uk/smokefree

Non-compliance
Any infringement of these rules by an employee or unauthorised, or excessive breaks for the purposes of smoking, may result in appropriate disciplinary action, which will be dealt with in accordance with the organisation's disciplinary procedure.

Employees are also reminded that it is a criminal offence for employees to smoke in smoke-free areas, with a fixed penalty of £50 or prosecution and a fine of up to £200.

Clients or visitors who are smoking in smoke-free areas should be reminded of the no-smoking signs and asked to stop. If a client or visitor continues to smoke, employees should explain to them that they are committing a criminal offence. If they still refuse to stop smoking, staff should ask them to leave the premises and, where relevant, direct him/her to where he/she can smoke. As a last resort, the organisation's procedure for dealing with illegal behaviour on its premises will be used.

Maintaining this policy
The organisation will monitor the effectiveness of this policy and its general compliance within the organisation.

This policy will be kept up to date and amended accordingly to reflect any changes in response to revised legislation and applicable standards and guidelines.

Alcohol and Substance Abuse

The organisation is committed to ensuring the health, safety and welfare of its employees and those affected by its activities. It will take all reasonable steps to reduce, if not eliminate, the risk of injuries or incidents occurring due to individuals suffering from the effects of alcohol or substance abuse. This policy applies to all employees and all persons coming onto the organisation's premises.

The organisation will undertake and regularly review risk assessments to identify and assess the risks associated with alcohol and substance abuse. The risk assessments will consider the scope of all work activities undertaken by the organisation (in particular any safety critical operations) to determine the appropriate policies and arrangements for managing the risks associated with alcohol and substance abuse by employees and, where relevant, contractors, clients and the public.

The organisation prohibits the drinking of alcohol by employees and contractors in the workplace or on company business other than reasonable drinking of alcohol in connection with approved social functions. The organisation prohibits employees being under the influence of alcohol in the workplace. The organisation regards drinking to an "unreasonable level" as any of the following situations:

- In the opinion of management, the individual's performance is impaired. This may be at less than the legal limit stipulated for driving.
- In the opinion of management, the individual's behaviour may cause embarrassment, distress or offence to others.
- The individual continues to drink when instructed to stop by a manager.

The organisation expressly prohibits the use of any illegal drugs or any prescription drugs that have not been prescribed for the user. It is a criminal offence to be in possession of, use or distribute an illicit substance. If any such incidents take place on company premises, in company vehicles or at a company function, they will be regarded as serious, will be investigated by the organisation, and may lead to disciplinary action and possible reporting to the police.

Procedure wording
No employee or other person under the organisation's control shall, in connection with any work-related activity:

- report, or endeavour to report, for duty having consumed drugs or alcohol likely to render him/her unfit and /or unsafe for work;
- consume or be under the influence of drugs or alcohol while on duty unless, in the case of alcohol, with the agreement of line management for the purposes of official company entertaining;
- store drugs or alcohol in personal areas such as desk drawers; or
- attempt to sell or give drugs or alcohol to any other employee or other person on the company premises.

Employees must inform their line manager regarding any prescribed medication that may have an effect on their ability to carry out their work safely, and must follow any instructions subsequently given. Drugs that cause drowsiness must not be used while at work.

Any employee suffering from drug or alcohol dependency should declare such dependency, and the organisation will subsequently provide reasonable assistance, treating absences for treatment and /or rehabilitation as any other sickness absence. (Failure to accept help or continue with treatment will render the employee liable to normal disciplinary procedures.)

Driving at Work

Introduction
It is the organisation's policy to take all reasonable steps to manage the health and safety of employees that drive on company business. This is to comply with its legal duties as an employer and to demonstrate that it has taken all reasonable steps to introduce safe systems of work. It is for this reason that the policy not only sets out the organisation's procedures on work-related driving, but details what it expects from its employees; both in terms of complying with relevant legislation and the organisation's own standards.

Employees requiring more detailed guidance on the legal and general requirements you should obtain a copy of Driving at Work Managing Work Related Road Safety – INDG382 from the HSE Website or speak to their line manager.

Procedures
In order to comply with its legal duties, the organisation has introduced a set of procedures. These are to be followed by employees at all times and are as follows:

- The Site Manager must ensure that leased vehicles are serviced and maintained in accordance with the contract. The Site Manager must ensure that non leased company vehicles are taxed, MOT'd and serviced in accordance with manufacturers recommended service intervals.

- Where a company vehicle is provided, employees must always report any suspected vehicle defects to the Site Manager. In the event that a defect is suspected, employees should never take a risk and attempt to drive a vehicle.

- Employees should not use their own vehicles for business purposes. The organisation's Insurance covers the occasional use of private cars for business purposes which is intended to allow Managers to attend meetings at other sites, not for routine site business

- Before embarking on a long journey, employees should always carry out basic checks, e.g. to check oil, water levels and tyre pressure.

- Employees should follow any advice given on route-planning. They should also ensure that sufficient breaks are built-in to prevent fatigue and allow for any bad weather or traffic congestion, etc.

- Hand-held mobile phones must never be used whilst driving and calls should only be made or taken when it's safe to do so. Employees should refer to the **Telephone Policy** for further guidance about mobile telephone use whilst driving.

- Employees should always drive within speed limits and according to the prevailing weather conditions. Individual employees are responsible for paying their own parking or speeding fines if necessary.

- Before driving, employees should familiarise themselves with the procedure to follow in the event of a breakdown and ensure that Insurance details and Breakdown cover are in the car.

Documentation
In order that the organisation complies with its legal duties, it requires that those using company vehicles produce basic documentation. All of those wishing to drive the company vehicles are required to provide their Site Manager or Company Secretary (for Head Office staff) with a copy of their on line driving license by 31st January each year or whenever there is any change to the license (e.g. points, convictions). Site Managers must keep a list of those who have provided copies of their licenses and only these people are allowed to drive company vehicles. Individuals who use their own vehicle for business purposes in exceptional circumstances, must have it insured and MoT'd for such purpose as they are not covered by the SVR Insurance (other than limited cover for Manager

described above). Non-managerial staff should use the site cars which are fully maintained and insured.

Employee duties
Section 7 of the HSWA also places a responsibility on employees to assist the organisation in complying with its legal duties. Employees are also required to be mindful of their own health and safety and that of others who may be affected by their activities. To this end, employees are expected to follow the procedures laid down in this policy and to:

- Keep their insurance up-to-date if using their own vehicle for occasional business purposes.
- Make available copies of the above documents annually and when requested to do so.
- Inform the Site Manager of any changes in circumstances, e.g. penalty points
- To have regular eye tests and to ensure that any necessary glasses for driving are worn.
- Abide by all road traffic laws, including driving while under the influence of drink or drugs or using mobile phones without hands-free sets (Please see **Alcohol and Substance Abuse Policy** and **Telephone Policy** for further information).
- To read any updates that we may periodically issue on road safety matters. These will include information on good practice as well as forthcoming legal changes which affect those who drive for work.

Ill-health and driving
Employees are responsible for ensuring that they are physically fit to drive. Should this change, their line manager must be informed as soon as possible. Drivers should also remember that some prescription drugs can cause drowsiness and affect the ability to drive safely. In the event that medication is necessary, employees should check with their GP or pharmacist before driving; even short distances. As research suggests that a journey time of more than four hours could carry a risk of Deep Vein Thrombosis (DVT), those who drive regularly for long distances should advise us of any family history of DVT, or if they have ever experienced problems with blood clotting. Where this is the case, the organisation will refer them to their GP in order to ensure that they are able to drive safely and without risk to their health and safety.

Lone Working

Policy Statement
Where lone working is necessary, the organisation will take all reasonable steps to ensure the health and safety of employees working alone. Both the employee and appropriate managers have a duty to assess and reduce the risks which lone working presents.

This policy should be read in conjunction with the relevant Health and Safety policies.

Purpose
This policy is designed to alert employees to the risks presented by lone working, to identify the responsibilities each person has in this situation, and to describe procedures which will minimise such risks. It is not intended to raise anxiety unnecessarily, but to give employees a framework for managing potentially risky situations.

Scope
This policy applies to all employees who may be working alone, at any time, in any of the situations described in the definition below.

Context
The organisation recognises the following principles relating to safer working practices:

- a commitment to supporting employees and managers both in establishing and maintaining safe working practices
- recognising and reducing risk
- a commitment to the provision of appropriate support for employees
- a clear understanding of responsibilities
- the priority placed on the safety of the individual over property
- a commitment to providing appropriate training for employees

Definition
Within this document, 'lone working' refers to situations where employees in the course of their duties work alone visiting clients away from public areas, offsite including visiting the homes of clients, working from home, or are the only staff member present on the premises. They will be physically isolated from colleagues, and without access to immediate assistance.

Mandatory Procedures

<u>Security of buildings</u>

Managers are responsible for ensuring that all appropriate steps are taken to control access to the building, and that emergency exits are accessible.

Alarm systems must be tested regularly.

Key codes for access should be changed from time to time, and as a matter of course if a breach of security is suspected.

Employees working alone must ensure they are familiar with the exits and alarms.

There must be access to a telephone and first aid equipment for employees working alone.

If there is any indication that a building has been broken into, an employee must not enter alone. Instead they should contact the Police and the On-call Employee then wait in a safe place for back-up to arrive.

Where employees are visiting clients in their homes, there should be an agreed system in place to alert colleagues in an emergency.

<u>Personal safety</u>
Employees must not assume that having a mobile phone and a back-up plan is sufficient safeguard in itself. The first priority is to plan for a reduction of risk.

Employees should take all reasonable precautions to ensure their own safety, as they would in any other circumstances.

Before working alone, an assessment of the risks involved should be made.

Employees must inform their line manager or other identified person when they will be working alone, giving accurate details of their location and following an agreed plan to inform that person when the task is completed. This includes occasions when an employee expects to go home following a visit with a client rather than returning to the office.

Managers must ensure that there is a robust system in place for signing in and out, and that employees use it.

If an employee does not report in as expected, an agreed plan should be put into operation, initially to check on the situation and then to respond as appropriate.

Arrangements for contacts and response should be tailored to the needs and nature of the team. Issues to take into account include:

- staffing levels and availability
- the identified risks
- measures in place to reduce those risks

Where employees work alone for extended periods and/or on a regular basis, managers must make provision for regular contact, both to monitor the situation and to counter the effects of working in isolation.

Assessment of risk

In drawing up and recording an assessment of risk the following issues should be considered, as appropriate to the circumstances:

- the environment – location, security, access
- the context – nature of the task, any special circumstances
- the individuals concerned – indicators of potential or actual risk such as a health condition
- history – any previous incidents in similar situations
- any other special circumstances

All available information should be taken into account and checked or updated as necessary.

Where there is any reasonable doubt about the safety of a lone worker in a given situation, consideration should be given to sending a second worker or making other arrangements to complete the task.

While resource implications cannot be ignored, safety must be the prime concern.

Planning

Employees should be fully briefed in relation to risk as well as the task itself.

Communication, checking-in and fallback arrangements must be in place. These include wearing of the Identicom Lone Worker protection devices. These are continuously monitored by Reliance. Lone workers across all three Houses can also contact one another

The line manager is responsible for agreeing and facilitating these arrangements, which should be tailored to the operating conditions affecting the team.

Reporting

Employees should inform their line manager of any incidents or safety concerns.

Employees working at home

Employees working from their own homes should take every reasonable precaution to ensure that their address and telephone number remain confidential.

Practice Guidance

Personal Safety
'Reasonable precautions' might include:

- checking directions for the destination
- ensuring your car, if used, is road-worthy and has break-down cover
- avoiding where possible poorly lit or deserted areas
- taking care when entering or leaving empty buildings, especially at night
- ensuring that items such as laptops or mobile phones are carried discreetly.

The agreed plan for contact or emergency response may be a standard one for the team or specific to the individual situation. It should be recorded and readily accessible by the identified person, and up-dated as necessary. It may be appropriate to agree a code word or phrase to indicate that assistance is required.

Managers should be particularly aware of the importance of such arrangements for employees who live alone.

Employees working from home should be aware that even ex-directory and mobile numbers will show up on Caller Display.

To prevent the person you call accessing your number, dial 141 before their number, or check the instructions for your mobile phone.

Monitoring and review
The ongoing implementation of the Lone Working Policy will be monitored through the supervision process.

Lone working and risk assessment will be regular agenda items for team meetings.

Any member of staff with a concern regarding these issues should ensure that it is discussed with their line manager.

The policy will be reviewed as part of the regular cycle of reviews, unless changing circumstances require an earlier review.

Protecting the Business

Data Protection Policy

Introduction

The Company is committed to being transparent about how it collects and uses the personal data of its workforce, and to meeting its data protection obligations. This policy sets out the Company's commitment to data protection, and individual rights and obligations in relation to personal data.

This policy applies to the personal data of job applicants, employees workers, contractors, volunteers, interns, apprentices and former employees, referred to as HR-related personal data.

This policy does not apply to the personal data of clients or other personal data processed for business purposes.

The Company has appointed Susie Hamilton, Head of External Relations as the person with responsibility for data protection compliance within the Company. Questions about this policy, or requests for further information, should be directed to her.

Definitions
"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 Company processes HR-related personal data in accordance with the following data protection principles:

- The Company processes personal data lawfully, fairly and in a transparent manner.
- The Company collects personal data only for specified, explicit and legitimate purposes.
- The Company processes personal data only where it is adequate, relevant and limited to what is necessary for the purposes of processing.
- The Company keeps accurate personal data and takes all reasonable steps to ensure that inaccurate personal data is rectified or deleted without delay.
- The Company keeps personal data only for the period necessary for processing.
- The Company adopts appropriate measures to make sure that personal data is secure, and protected against unauthorised or unlawful processing, and accidental loss, destruction or damage.

The Company tells individuals the reasons for processing their personal data, how it uses such data and the legal basis for processing in its privacy notices. It will not process personal data of individuals for other reasons.

Where the Company 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 a policy on special categories of data and criminal records data.

The Company will update HR-related personal data promptly if an individual advises that his/her information has changed or is inaccurate.

Personal data gathered during the employment, worker, contractor or volunteer relationship, or apprenticeship or internship held in the individual's personnel file (in hard copy or electronic format, or both), and on HR systems. The periods for which the Company holds HR-related personal data are in line with recommended guidelines.

The Company keeps a record of 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
Individuals have the right to make a subject access request. If an individual makes a subject access request, the Company will tell him/her:

- whether or not his/her data is processed and if so why, the categories of personal data concerned and the source of the data if it is not collected from the individual;
- to whom his/her data is or may be disclosed, including to recipients located outside the European Economic Area (EEA) and the safeguards that apply to such transfers;
- for how long his/her personal data is stored (or how that period is decided);
- his/her rights to rectification or erasure of data, or to restrict or object to processing;
- his/her right to complain to the Information Commissioner if he/she thinks the Company has failed to comply with his/her data protection rights; and
- whether or not the Company carries out automated decision-making and the logic involved in any such decision-making.

The Company will also provide the individual with a copy of the personal data undergoing processing. This will normally be in electronic form if the individual has made a request electronically, unless he/she agrees otherwise.

To make a subject access request, the individual should send the request to Susie Hamilton, Head of External Relations. In some cases, the Company may need to ask for proof of identification before the request can be processed. The Company will inform the individual if it needs to verify his/her identity and the documents it requires.

The Company 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 Company processes large amounts of the individual's data, it may respond within three months of the date the request is received. The Company will write to the individual within one month of receiving the original request to tell him/her if this is the case.

If a subject access request is manifestly unfounded or excessive, the Company is not obliged to comply with it. Alternatively, the Company 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 Company has already responded. If an individual submits a request that is unfounded or excessive, the Company will notify him/her that this is the case and whether or not it will respond to it.

Other rights
Individuals have a number of other rights in relation to their personal data. They can require the Company 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 Company's legitimate grounds for processing data (where the Company relies on its legitimate interests as a reason for processing data);
- stop processing or erase data if processing is unlawful; and
- 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 Company's legitimate grounds for processing data.

To ask the Company to take any of these steps, the individual should send the request to Susie Hamilton, Head of External Relations.

Freedom of Information Act and Environmental Information Regulations

Since 11 November 2019 all RSLs, including SVR, are subject to both the Freedom of Information Act Scotland (FOISA) and Environmental Information (Scotland) Regulations (EIR).

What is subject to FOISA and EIR?

Not everything that SVR does is subject to FOISA and EIR. The following functions carried out by SVR are covered by FOISA and EIR:

- the prevention and alleviation of homelessness
- the management of social housing accommodation
- the supply of information to the Scottish Housing Regulator (SHR) by an RSL or a connected body (i.e. a subsidiary) in relation to its financial wellbeing and standards of governance.
-

What is the difference between FOISA and EIR?

EIR provides a right of access to 'Environmental Information' held by SVR. Environmental Information has a very wide definition which is set out in Regulations. Where a request under FOISA is received for Environmental Information it should be processed in accordance with EIR.

Whilst the obligations under FOISA and EIR are similar – there are some key differences that employees must be aware of when dealing with requests for information. Further guidance on the differences are available on SIC's website.

Responsibilities

- The Chief Executive has overall responsibility for this policy. The Head of External Relations has lead management responsibility for FOISA and EIR within SVR.

- The Business Information Analyst is responsible for the following aspects of compliance under FOISA and EIR :

    - Responding to requests under FOISA and EIR
    - Collating information for sending out to requesters
    - Making information available in accordance with SVR's Publication Scheme
    - Dealing with requests for review

- In the absence of the Business Information Analyst, information requests are to be forwarded to the Head of External Relations.

- All employees are responsible for:

    - familiarising themselves with the FOI and EIR policy;
    - forwarding information requests received to the Business Information Analyst as quickly as possible. If requests are made verbally, staff must ask the applicant to put their request in writing (appropriate assistance will be provided to applicants with access requirements). If you are unsure how to recognise an information request you should seek guidance from the Business Information Analyst or Head of External Relations.
    - seeking guidance from Business Information Analyst Head of External Relations if they are unsure about any of the duties placed on SVR by FOISA or EIR;
    - **Employees should be aware that where an information request is received and an employee deletes or alters information held by SVR with the intention of preventing disclosure of that information a criminal offence is committed. Where employees are unsure if deletion or alteration of information may result in an offence they should seek guidance from the Business Information Analyst or Head of External Relations**

- Compliance with this policy is compulsory for all employees of SVR. Any employee who fails to comply with this policy may be subject to disciplinary action.

Data security
The Company takes the security of HR-related personal data seriously. The Company 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 Company 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 to ensure the security of data.

Impact assessments
Where processing would result in a high risk to individual's rights and freedoms, the Company will carry out a data protection impact assessment to determine the necessity and proportionality of processing. This will include considering the purposes for which the activity is carried out, the risks for individuals and the measures that can be put in place to mitigate those risks.

Data breaches
If the Company 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 Company 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.

International data transfers
The Company will not transfer HR-related personal data to countries outside the EEA.

Individual responsibilities
Individuals are responsible for helping the Company keep their personal data up to date. Individuals should let the Company know if data provided to the Company changes, for example if an individual moves house or changes his/her bank details.

Individuals may have access to the personal data of other individuals in the course of their employment, contract, volunteer period, internship or apprenticeship. Where this is the case, the Company relies on individuals to help meet its data protection obligations to staff.

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 Company) 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);
- not to remove personal data, or devices containing or that can be used to access personal data, from the Company's premises without adopting appropriate security measures (such as encryption or password protection) to secure the data and the device; and
- not to store personal data on local drives or on personal devices that are used for work purposes.

Further details about the Company's security procedures can be found in its **Information Security Policy**.

Failing to observe these requirements may amount to a disciplinary offence, which will be dealt with under the Company's disciplinary procedure. Significant or deliberate breaches of this policy, such as accessing employee or customer data without authorisation or a legitimate reason to do so, may constitute gross misconduct and could lead to dismissal without notice.

Training
The Company will provide training to all individuals about their data protection responsibilities as part of the induction process and at regular intervals thereafter.

Individuals whose roles require regular access to personal data, or who are responsible for implementing this policy or responding to subject access requests under this policy, will receive additional training to help them understand their duties and how to comply with them.

Retention of records
The organisation follows the retention periods recommended by the Information Commissioner in its Employment Practices Data Protection Code.

The retention times detailed below will be followed in the absence of a specific business case supporting a longer period.

Application form	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
Disclosure Information	90 days from completion of the recruitment process

IT Facilities & Security

Introduction
SVR recognise that information technology and communications systems are essential in enabling greater working efficiency and can significantly improve business performance.

This policy defines the acceptable use of information and communication technologies (ICT), including PCs, available networks, printers, telephones, mobile communication equipment and associated equipment within SVR.

As an organisation SVR is registered with the Information Commissioners Office as a Data Handler and must comply with the Data Protection Act guidelines when processing personal information.

Purpose
The purpose of this policy is to provide instruction and guidance on the appropriate use of Information Communication Technology (ICT) resources to all SVR's partners and staff.
All Computer Users have the responsibility to use ICT in an efficient, effective, ethical, professional and lawful manner.

Terms used in this policy
"SVR" refers to Scottish Veterans Residences.
"ICT " includes all communications and information technology equipment owned by or used on behalf of SVR, including hardware, software, handheld devices and accessories.
"Computer Users" refers to all employees and other persons accessing or using SVR's ICT

Policy
This policy applies to all users of SVR's ICT, regardless of geographical location. Violations of this policy may result in disciplinary action including dismissal, and/or legal action. The policy may be amended from time to time. Computer Users are governed by the following provisions, which apply to all use of ICT. The rules are in place to ensure the security and accuracy of information presented via the ICT systems, and to reduce the risk of viruses and other disruptive elements entering our systems.

Roles and Responsibilities
It is the responsibility of all SVR employees to comply with this policy and be familiar with its content. It is also the responsibility of all employees, contractors and external partners to be aware of the Data Protection Act guidelines when handling and processing personal information.
Furthermore, line managers, employees and contractors/external partners have specific responsibilities:

Managers
Managers are responsible for ensuring that employees and other users of SVR's ICT facilities within their own departments are informed of and work in a manner that is consistent with the principles outlined in this policy.

Employees
It is the responsibility of all employees to ensure they have read, understood and observe this policy and any other relevant associated codes of practice and guidance documents.
Employees must fully understand that all systems and services are provided as business tools and that there is no individual right of privacy.

Contractors/External Partners,
Contractors/External Partners must be made aware of this policy and any relevant associated codes of practice and guidance. Appropriate ICT access will be provided where necessary to allow work to be carried out as set down by SVR.

Monitoring
SVR's IT department is responsible for logging use of ICT systems to collect data which may be used to ensure that security standards and this policy are complied with.

All email activity including traffic into or out of the SVR network is examined by the mail gateways and the contents of emails may be intercepted for the purposes of monitoring or keeping records of communications on the SVR system. Any email which appears to contain spam, offensive content, or content which could cause damage to SVR services will be quarantined until appropriate action can be taken. Genuine business emails will be released on request. Similarly a record is kept of every internet site accessed whether the attempt was successful or not. This record shows the originator's user name and PC, date, time and site address of attempted access, whether successful or not. As part of standard monitoring procedures baseline information in the logs will be examined, and any evidence of misuse investigated by a line manager.

SVR are ultimately responsible for all business communications, but subject to that will, so far as possible and appropriate, respect your privacy and autonomy whilst working. SVR may monitor your business communications, including email, telephony, fax and social media communications (note - this list is designed not to be exhaustive and may include any communications of an employee of the firm). The purpose of this is to:

- Provide evidence of business transactions;
- ensure that SVR's business procedures, policies and contracts with staff are adhered to;
- comply with any legal obligations;
- monitor standards of service, staff performance and conduct, and for staff training;
- prevent or detect unauthorised use of SVR's communication systems or criminal activities and;
- to maintain the effective operation of SVR's communication systems.

General
The ICT systems are the property of SVR and may only be used for approved purposes. You may access the SVR ICT systems to assist you in the performance of your job.

Unless specifically agreed in advance, all work that you carry out is to be regarded as the intellectual property of SVR and all intellectual property rights are owned by SVR.

You may not send fraudulent, harassing, embarrassing, indecent, profane, obscene, intimidating or unlawful material by email or any other form of electronic communication. You may not display or store such material on SVR's ICT systems. If you receive or encounter such material you should immediately report the incident to the appropriate manager or partner.

Anything you create on the ICT systems may be reviewed by others. Remember that email messages are retained in our archive for a minimum of 7 years.

SVR's ICT systems may not be used for the transmission or storage of personal advertisements, solicitations, promotions, destructive programs (such as viruses and/or self-replicating code), political material or any unauthorised use.

You must not deliberately perform acts that waste ICT resources or unfairly monopolise resources to the exclusion of others. These acts include, but are not limited to, forwarding or sending mass mailings or chain letters, subscribing to non-business related list servers and mailing lists, and spending excessive amounts of time on the internet.

Email and attachments
Email correspondence is subject to the same rules as written correspondence, in terms of authorisation, presentation and content.

All incoming email to SVR is first filtered for malicious content. You still have a responsibility to be vigilant on receipt of email that it may contain a virus and should not open any email that you feel to be suspicious or try to open any suspicious attachments. If you are unsure regarding the validity of an email then you should contact the IT department immediately.

Every SVR user is allocated a mailbox which is hosted on the email system. Mailboxes should not be used as a file store. Client files and attachments should be removed from emails and stored in the relevant network location both to allow backup and to ensure that the file is accessible to all relevant staff. Consequently you are encouraged not to use personal and archive post folders within Outlook.

All emails are archived for compliance purposes on the Archive Email server. Every user's email Inbox is polled every 5 minutes for newly arrived emails, which are then copied to the Archive Email server.

You should avoid excessive copying of files to multiple users. This problem can usually be overcome by instead sending other users a hyperlink to the file.

You should use the same care in drafting email and other electronic documents as you would for any written communication.

Some employees may, because of the nature of their job, need to send internal emails and in some cases emails to external third parties that contain the personal data of colleagues e.g. bank or national insurance details or details about sickness absence. Care must be taken when sending these details to ensure that they are only sent to those who have a valid reason to see them. Emails that contain details of a colleague's health or sickness absence should always be password protected. The sending of emails in breach of the Company's Data Protection Policy will be treated as misconduct under the appropriate disciplinary procedure. In serious cases this could be regarded as gross misconduct and lead to dismissal.

Personal Use

SVR's ICT and email systems are intended for business use and should be used in a professional manner at all times.

Although the organisation's email and ICT systems, such as access to the internet, is provided for business purposes, we accept that you may occasionally want to use these systems for personal purposes and a certain and limited level of personal use of ICT systems is permissible. As an example this may constitute sending or receiving one or two emails, or looking at an inoffensive website, such as a news site during break periods such as during a lunch hour.

You should comply with this procedure if using ICT for personal use and be aware that if you chose to make use of this facility, you accept that the firm may monitor any activities or communications, such as emails which are sent

Emails intended for personal use should be marked in the subject line as "personal" and filed in a folder called "personal" in your inbox if you absolutely need to retain these emails after reading.

You must ensure that your personal ICT use:

- Does not interfere with the performance of your duties;
- does not take priority over your work responsibilities;
- is minimal and limited to take place substantially outside of your normal working hours (i.e. during any breaks you are entitled to or before or after normal work hours);
- does not cause unwarranted expense or liability to be incurred by SVR;
- does not involve offensive, discriminatory, derogatory or criminal content; in particular it must not involve activities such as "spamming", "viruses/spyware" or "trolling".
- absolutely must not contain any of the intellectual property of SVR;
- does not have a negative impact on SVR in any way; and
- is lawful and complies with this policy.

Any email correspondence will be automatically copied to the archiving and backup server systems and this includes personal emails.

Employees should take particular care where SVR emails are viewed on a personal mobile/tablet device or where their social media accounts, e.g. LinkedIn or Twitter are linked to their business email account.

Failure to comply with any of the rules in this policy may result in Disciplinary action. Any communications may be recovered or viewed as part of an investigation into suspected violations of this policy.

As a guideline, if you are unsure about whether or not a personal email may contravene these rules then the best action is not to send or accept any communication of this nature.

Software
You may not install software, programs, images, screensavers, music, movie clips or data files relating to any of these onto individual computers or the computer network. Any such downloads must be carried out by the IT department.

You must comply with all software licences, copyrights and all other laws governing intellectual property. You may not make copies of software unless specifically authorised to do so.

Mobile Phones and Tablets
The organisation recognises that on occasions you may need to use personal mobiles and hand-held devices to be contacted during the working day.

Mobile phones should normally be switched off or set to silent while you are in the office to avoid disturbing your colleagues.

Employees must keep usage to a minimum and a reasonable level. Where the organisation has a reasonable belief that an employee is mis-using a personal mobile or handheld device in work hours, they may be subject to Disciplinary action. This may include excessive and inappropriate use of such a device, including email, Social Media and any forms of information transmission or calls. For more information on the use of Social Media, see the Social Media policy.

Where an employee has arranged to access the organisation's IT network (i.e. Active Sync) emails, etc on their personal mobile or handheld device, the organisation reserves the right to demand an employee deletes the email account at the firm's request. The organisation reserves the right to remotely delete an account, which may result in the device being wiped.

The use of hand-held mobile phones or tablet devices (whether listening, speaking or texting) while driving is an offence. The organisation discourages the use of any mobile phone, either hand-held or hands-free, while driving as either can lead to distraction while driving. If you wish to remain in touch with the office or other parties while you are driving on the organisation's business you must stop the vehicle in order to make or receive calls.

Internet
Access to the Internet during working hours is provided solely for valid SVR business reasons such as research, information gathering, job related education and business project related use. Detailed logs are maintained providing information on all internet based activity within SVR.

The deliberate viewing of and/or downloading of pornographic material will be treated as a serious breach of the firm's rules and is likely to lead to legal prosecution and disciplinary action.
Various categories of websites are blocked for access by SVR. Any attempts to circumvent these restrictions will be treated as a serious breach of the organisation's rules and is likely to result in disciplinary action.

You must guard against disclosing to web sites or other Internet users any information deemed to be confidential to SVR.

Much of the material accessible on the Internet is copyright. You may not copy, electronically or by any other means, any such material without the appropriate permission.

Security
Access to SVR's computer networks and systems is generally controlled by the use of passwords. You are responsible for safeguarding your passwords. Individual passwords must not be printed, stored on-line or given to others. You are responsible for all transactions made using your user account and/or password. You should report all suspected attempts to access your system(s) to the IT department.

SVR operate a password policy whereby each individual must replace your password every three months. This is controlled centrally and you will be prompted to change when your passwords expire. After five unsuccessful attempts to log on to a PC within a designated time period, you will find your account is locked and you will be unable to log on until your account is unlocked by the IT department.

To combat any unauthorised use of user accounts, each SVR computer will automatically lock the screen after ten minutes of idle time.

You should manually lock your PC screen every time you leave your desk.

You must not access, or attempt to access, a computer system by using someone else's password or logon.

You must not access, or attempt to access, specific transactions, programs or functions within the firm's ICT where you do not have the relevant authority. The ability to access does not imply a right to such access.

Equipment/Hardware
Hardware is the physical equipment used in a computer system. SVR will issue ICT users with equipment to enable access to the ICT network and services. This will include, as appropriate, a desktop or laptop PC, or equivalent device and associated keyboard, mouse, screen, docking station, disk drives, printers, memory and mobile devices such as a Blackberry or other approved hand held devices.

With the exception of portables such as laptops and Blackberrys and other approved hand held devices, equipment should not be disconnected, moved or modified in any way without prior discussion with IT department.

You must not attach or install additional hardware or peripherals (such as CD-rom devices, USB memory sticks, mobile phones, mp3 devices, RAM or modems) to computers without the appropriate authority to do so.

Where portable computer equipment (e.g. laptops, 3G devices, USB sticks) is provided, you must exercise reasonable care when using, transporting or storing it to prevent loss or damage. On no account may you leave the portable computer equipment unattended in a public place or on display in a parked vehicle. You are responsible for taking any necessary back-up copies of data you create on local disk drives i.e. disk drives connected directly to your computer and which are not subject to centralised data back-up routines.

When allocated a USB flash drive you become wholly responsible for the whereabouts of the drive and also the data content that is store on the drive. Only SVR owned drives may be used on SVR equipment.

USB drives are not to be used for long term file storage but as file transfer devices between the office and an external client site. On completion of the external work, all data must be restored to the SVR network and removed from the USB drive.

An antivirus scan should be carried out on any data brought back into the SVR office on a USB drive as with any other media types such as a CD.

Any loss or damage to a USB flash drive must be reported immediately to the relevant department manager and to the IT department. The drives will be audited regularly to ensure these procedures are being adhered to.

Working remotely
If you are provided with remote access to connect to SVR, you are governed by the same policies as if you were in the offices of SVR. You will also need to carry out a health and safety self assessment of your home working environment and provide a declaration indicating that you have done so.
When using a wireless enabled device, you may not connect to wireless connections that you do not have authorisation to access. Any unauthorised access of a private wireless access point is a criminal offence.

You must ensure that the correct method of remote access is adhered to dependent upon the computer used for access. Any public or client computer must be used with the Kiosk mode of access to ensure privacy and security. You will be provided with a password generator which is unique to

you. You will be responsible for any activities or transactions carried out under your user account and generated password.

If you are responsible for supervising Computer Users who are not employees of SVR, you must ensure that such Computer Users are made fully aware of and asked to comply with this policy.

Unacceptable use
The following activities are, in general, prohibited. Employees may be exempted from these restrictions during the course of their legitimate job responsibilities (e.g., systems administration staff may have a need to disable the network access of a host if that host is disrupting production services).

Under no circumstances is an employee of the organisation authorised to engage in any activity that is illegal under local or international law while utilising the organisation's resources.

The lists below are by no means exhaustive, but attempt to provide a framework for activities, which fall into the category of unacceptable use.

System and network activities

The following activities are strictly prohibited, with no exceptions:

- Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by the organisation.
- Unauthorised copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which the organisation or the end user does not have an active license is strictly prohibited.
- Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, is illegal. The appropriate management should be consulted prior to export of any material that is in question.
- Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
- Revealing account passwords to others or allowing use of the the account by others. This includes family and other household members when work is being done at home.
- Using the organisation's computing assets to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws.
- Making fraudulent offers of products, items, or services originating from any organisation account.
- Making statements about warranty, expressly or implied, unless it is a part of normal job duties.
- Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorised to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
- Executing any form of network monitoring which will intercept data not intended for the employee's host, unless this activity is a part of the employee's normal job/duty.
- Circumventing user authentication or security of any host, network or account.
- Interfering with or denying service to any user other than the employee's host (for example, denial of service attack).
- Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet.
- Providing information about, or lists of, the organisation's employees to parties outside the organisation.

Email and communications activities

- Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).

- Any form of harassment via email, telephone or paging, whether through language, frequency, or size of messages.
- Unauthorised use, or forging, of email header information.
- Solicitation of email for any other email address, other than that of the poster's account, with the intent to harass or to collect replies.
- Creating or forwarding "chain letters", "Ponzi" or other "pyramid" schemes of any type.
- Use of unsolicited email originating from within the organisation's networks or other internet service providers on behalf of, or to advertise, any service hosted by the organisation or connected via the organisation's network.
- Posting the same or similar non-business-related messages to large numbers of Usenet newsgroups (newsgroup spam).

Loss of IT Equipment
Should an employee lose IT equipment including mobile telephones and laptops, they may be required to reimburse the organisation for any financial loss incurred including the cost of a replacement.

General
Technology and the law change regularly and this policy will be updated to account for changes as and when necessary. Employees will be informed when the policy has changed but it is their responsibility to read the latest version of this document.

If there is anything in these rules that an employee considers to be unworkable or does not understand, he/she should notify their line manager.

Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

Social Media

Introduction
Social media is the term commonly used for websites which allow people to interact with each other in some way by sharing information, opinions, knowledge and interest. As the name implies, social networking involves the building of online communities and networks encouraging participation and engagement.

For the purposes of this policy, social media and social networking are used interchangeably. Social media is defined as interactive online technology tools that allow individuals to exchange and share information and resources including pictures instantly via the internet. This includes online blogs, personal websites, discussion boards, email groups, instant messaging and also forums such as Facebook, Twitter and LinkedIn. The term social media also covers blogs and video sharing sites including YouTube. This list is not intended to be exhaustive as this is a constantly evolving area. Employees should follow this policy in relation to any social media that they use. The organisation recognises that in recent years there has been a significant rise in the use of social networking sites. While it is recognised that all employees are entitled to privacy in their personal life, the organisation is committed to maintaining confidentiality and safety at all times whilst also maintaining the reputation of the organisation and that of the relevant professions by exhibiting acceptable behaviour at all times.

All employees need to be aware that, even if they believe that they are using these sites with enhanced privacy settings applied, this does not exempt them from the guidelines that are outlined in this policy.

If an employee has concerns about the online conduct of any other employee, this should be raised with an appropriate manager in line with the organisation's Grievance Procedure.

Purpose
The purpose of this policy is to set out the clear expectation that, if an employee identifies an association with the organisation, discusses their work and/or colleagues, or comes into contact, or is likely to, with service users on any social media sites, he/she will behave appropriately and in a way which is consistent with the organisation's values and where relevant, with his/her professional code of conduct. The duty to act in a manner that is line with the conditions set out herein does not only apply when an employee is at work, but at all times when a connection to organisation has been made.

This policy aims also:

- To outline to employees what is acceptable use of social media linked to their employment
- To make a clear distinction between acceptable usage of social media at work and in employees' personal lives.
- To encourage employees to be mindful of what content they share on the internet.
- Ensure appropriate standards of confidentiality are maintained.
- To ensure that professional boundaries with service users are maintained and protected.

This policy sets out the principles which employees are expected to follow when using social media in their personal lives. The internet involves fast moving technologies and it is therefore impossible to cover all circumstances. The intent of this policy is not to stop employees from conducting legitimate activities on the internet, nor to stifle constructive criticism, but serves to highlight these areas in which problems can arise for both individual employees and the organisation. There have been several cases within other organisations where employees have been dismissed for inappropriate use of a social website or other media.

Scope
This policy applies to all employees who are directly employed by the organisation. The policy also applies to any agency workers, students and volunteers whilst on placement at the organisation.

Responsibilities, accountabilities and duties

- Managers

It is every manager's responsibility to ensure that employees are aware of this policy and the parameters that are outlined and to react in an appropriate manner when informed of instances where behaviour is not in accordance with the procedure that is set out herein.

- Employees

Employees must ensure that they are complying with the expectations of this policy to support the reputation of organisation and where relevant of their profession. Employees must make sure that they conduct themselves online in the same manner that would be expected of them in any other situation and uphold the reputation of the organisation and, where relevant, the reputation of their profession.

Procedure/implementation

Summary of Principles

When any employee has identified their association with the organisation when using any social media site it is expected that they behave in a manner which acknowledges the duty of care that they owe to their colleagues and the organisation.

Once information has been published on the internet it is no longer considered to be private and thus the employee will be held accountable for any information posted which is challenged on the basis that it compromises themselves, their colleagues and/or the organisation.

Use at work

Employees are not allowed to access social media sites from the organisation's computers except on official organisation business. The organisation understands that employees may wish to use their own devices such as mobile phones to access social media websites while they are at work, during their allocated break times. Employees must limit their use of their own devices so not to interfere with their working day and this must be limited to their allocated break times.

Given the increasing use of Facebook and Twitter to promote our services and engage with veterans and potential supporters, some employees are required to access Facebook and Twitter as outlined below. In this instance employees are free to use Facebook and Twitter etc. during their normal working hours for official organisational business.

Personal use

While using social networking sites in a personal capacity and not acting on behalf of the organisation it should still be recognised that employees actions can still damage the organisation's reputation and all communications that are made, even in a personal capacity must not:

- Behave in a manner that would not be acceptable in any other situation
- Bring the organisation into disrepute
- Breach confidentiality
- Make comments that could be considered to be bullying, harassment or discriminatory against any individual.
- Use offensive or intimidating language
- Pursue personal relationships with current service users*
- Use social networking sites in any way which is unlawful
- Post inappropriate comments about colleagues or residents
- Post remarks which may unwittingly cause offence and constitute unlawful discrimination in the form of harassment.
- Comment on work related issues

Professionally qualified staff may place their registration at risk if they fail to adhere to the above guidelines.

*Pursuing personal relationships with current services users is not acceptable under any circumstances. These actions will bring about possible disciplinary proceedings, which could result in the employee's dismissal.

All employees should be mindful of the personal information they disclose on social networking sites, especially with regards to identity theft. Making information such as date of birth, place of work and other personal information publicly available can be high risk in terms of identity theft.

Protecting your information
As well as withholding the types of information described above, there are a number of simple steps employees can take to protect themselves online:

- Understand and apply their security settings.
- Choose their online friends carefully and be circumspect in the information they share
- with them.
- Only post items that would be acceptable to their family, friends or colleagues.
- Make sure photographs don't give away information they want to protect.
- Do not give out unnecessary information when registering.

To maintain security on the web the following is general good practice:

- Do not share logins or passwords.
- Change passwords regularly.
- Use a password that would be difficult to guess – don't use simple words and mix upper- and lower-case characters, and numerals.

Where employees associate themselves with the organisation (through providing work details) they should also act in a manner which does not bring the organisation or their profession into disrepute. This applies to both open and private sections of a site if an employee has identified themselves as an employee of the organisation.

Where an employee is unsure about whether or not to post something on a social networking site then the most prudent action should be taken in line with their professional judgement.

Interactions involving different affected groups

Service users
Confidentiality must be upheld at all times and no information that could lead to a service user and/or their carer being identified should be disclosed through this media. Employees should not accept or make contact with any service users and/or carers so that professional boundaries can be maintained; this is in line with other professional guidelines.

Work colleagues
When interacting with colleagues online, employees should be mindful of their responsibilities to be professional and courteous and never use these sites to attack or abuse any colleagues. When there is content that is being uploaded that includes other employees, for example pictures from a social event, then permission should be sought from their colleagues before they post such items and they should not post any items that they have been asked not to. Any item that a colleague has asked to be removed that includes them should be removed immediately.

Within social media sites, individuals may post comments, pictures or phrases which other individuals can indicate their support/agreement to by clicking the 'like' button. This action is seen to be attaching the employee's name and implied support to the material. This can be seen as being equivalent to posting the comment originally and therefore this action may also bring the employees conduct into question.

Organisation
In any instances where there are any comments, questions or observations which the employee wishes to raise in connection with their employment with the organisation, either positive or negative, these should be raised through the appropriate channels internally rather than these views being expressed on social networking sites. Additional guidance and support is available through Line Managers.

Breaches of the policy
If there is an instance where the guidelines set out in this policy appear to have been breached and the breach is bought to the attention of the organisation then the matter should be investigated to ascertain the nature and the extent of the concerns that have been raised. Complaints about the use of social networking sites or other online activity will be taken as seriously as 'real-world' events

by the organisation. Consideration should be given to any professional boundaries that have been crossed; any breach of confidentiality; whether an association to organisation has been identified and/or whether any of the material is offensive to colleagues or service users or potentially damaging to the reputation of any party to whom the member of staff owes a duty of care as an employee of the organisation.

If an employee is concerned about another employee's behaviour online then they should report this to their line manager along with any supporting evidence of their claim, so that the appropriate action can be taken in accordance with organisation policy.

Failure to follow this policy may result in the instigation of disciplinary procedure and/or may constitute a breach of professional code of conduct. In serious cases, a breach may be regarded as gross misconduct and may result in the employee's dismissal.

Training
The introduction of this policy should be briefed to all staff at team meetings by their line managers at the first opportunity and in future when the policy is updated. A reminder should be briefed annually.

Benefits
A social media presence benefits the organisation in two ways. Firstly to reach potential service users who are in need of our services and the agencies who may refer them to us and secondly, as a registered charity to make potential donors and supports aware of our organisations.

Management
Social media presence will be managed by the Head of External Relations, who will take ownership and responsibility for all content published. Other employees may participate in the organisation's social media presence under the guidance of the Head of External Relations. There is a big difference between speaking 'on behalf of' the organisation and speaking 'about' the organisation and while staff are encouraged to share appropriate information as outlined above, no employee is to make official comments on behalf of the organisation without prior approval from the CEO or Head of External Relations.

Tone of voice
For an organisation's social media usage to resonate with its audience, its tone of voice must be true to its values, have a human voice and reflect the organisation's personality. The organisation's personality is friendly, caring, respectful, non-profit-making and non-political and our social media usage must align with those values. We should have a balance mix of friendly, more 'fun' posts and those that communicate corporate messages. If either type of post was allowed to dominate, it would negatively affect our reputation. Our social media usage also offers a good opportunity to demonstrate our values and be clear, gracious and empathetic. As with all communication with service users and stakeholders, we will respond respectfully. This reflects our values and gives those who are not engaging with us but are reading our posts confidence that we respect our audience.

Measure our performance
In common with our other communications activities, we recognise it is important to measure and evaluate our social media use. We will use the following methods measure performance:

- web analytics
- followers and likers
- socialmention.com
- Klout score on Twitter

We will also seek to adopt new methods of measuring the value of our social media use as new tools emerge.

Telephone

Personal telephone use
This policy governs how employees may use the organisation's telephones during the course of their working time. It is important that all employees read this policy carefully as the organisation requires compliance from all employees at all times.

Personal and private use
The organisation provides its employees with access to the telephone for work-related purposes. Personal use is not permitted without prior permission from the employee's line manager. If personal use is made, arrangements must be made to pay the cost price of the call.

It is important to note that employees may not at any time use organisation telephones to:

- carry out freelance work, or work for another employer;
- contact recruitment agencies or other employers with a view to seeking alternative employment;
- buy or sell goods, other than when authorised to do so in the course of their job;
- gamble;
- communicate information that is confidential to the organisation outside the organisation, unless authorised to do so in the course of their job;
- chat for lengthy periods of time to friends or relatives;
- make overseas telephone calls; or
- waste working time using the telephone for purposes not associated with their job or the organisation's business

Mobile Telephones
Business mobile telephones are provided at the discretion of the organisation on the basis of business need, and must be returned to the organisation on the last day of employment.

Business mobile telephones may not be used for personal calls.

The safeguarding of the mobile telephone is the employee's responsibility. They should not leave it in a visible place such as in an unattended car. The use of a personal identification number (PIN) is required for added security.

Employees that lose their business mobile telephone may be required to reimburse the organisation for any financial loss incurred including the cost of a replacement.

Personal use of mobile telephone during working hours
In order to preserve the smooth running of the business and to avoid disruption to employees, personal mobile phones should not be used except in the case of emergencies. Mobile phone should either be switched off or silenced during working hours. The office number may be given out to friends and relatives for use in emergencies.

Driving
Since 1 December 2003, under the Road Vehicles (Construction and Use) Regulations 1986, as amended by the Road Vehicles (Construction and Use) (Amendment) (No.4) Regulations 2003, it has been a criminal offence to use a hand-held mobile telephone or similar device while driving. The Regulations permit use of hand-held mobile telephones while driving only in an emergency.

Any mobile telephone that is or must be held at any time while in use is a hand-held telephone. To be hands free the telephone must be fixed, in a cradle or connected to the in car speaker via Bluetooth. (Two-way radios are not hand-held instruments and are exempt from the Regulations.)

All hand-held mobile telephones should be switched off until the employee has reached their destination or stopped in a safe place.

If the telephone or equipment is hands free, employees may press buttons to send and receive messages. However, even the use of hands-free telephones can be dangerous. Wherever possible employees should wait until the vehicle is stationary and in a safe place before using a hands-free telephone.

Breach of this policy
Breach of this policy will be treated as misconduct. Whether it is minor or gross misconduct will depend on the circumstances, but employees should expect breach of the driving provisions to be gross misconduct.

If an employee has been issued with a business mobile telephone, breach of the policy could result in it being withdrawn.

Confidentiality

Confidential information includes, but is not limited to, any information relating to employees, residents, suppliers, projects, designs, secret processes, trade secrets, product or service development and formulae, know-how, inventions, business plans, financial information, documents marked "confidential", information employees have been told is confidential, information which they might reasonably expect that the organisation would regard as confidential, or any information which has been given to the organisation in confidence by employees, residents or suppliers. Further clarification of what constitutes confidential information can be found in each employee's contract of employment.

Employees must from the date of the commencement of their employment and thereafter, observe strict confidentiality in respect of any and all confidential information. Such confidentiality relates to any and all transactions of the organisation except when required or authorised to disclose such information by the organisation or by law.

Employees are prohibited from removing or copying documents or computer records from the Organisation's premises at any time without the proper advance authorisation. Employees are required to return all documents, electronic devices, mobile phones, laptops etc. (including username and passwords) which are in their possession or under their control upon termination of employment or at the request of the organisation at any time during their employment.

Employees must, if requested by the organisation, delete all confidential information from any reusable material and destroy any documentation which contains or refers to any confidential information which, is in their possession or under their control.

Employees should be aware that any breach of the above, is likely to lead to disciplinary action and may result in dismissal for gross misconduct.

Nothing in this policy prevents employees from making a protected disclosure under the organisation's whistleblowing procedure, in respect of any malpractice or unlawful conduct. Further details can be found in the organisation's **Whistleblowing Policy**.

Intellectual Property

Scottish Veterans Residences Association own intellectual property created in the course of an individual's employment with the organisation, or created using organisation resources. Intellectual Property includes any invention, know-how, improvement design, process, information, copyright work, database rights, domain names, product names, trade mark, trade name or any other intellectual property (together the "Intellectual Property") made, created or discovered by an employee during his/her employment (whether capable of being patented or registered or not).

Employees have no rights, interest or claims, either during their employment or after the termination of employment, in or to any such intellectual property and shall not use such Intellectual Property other than during the period of their employment and for the purpose of the organisation.

Employees should report any unauthorised use of the organisation's intellectual property to their line manager immediately.

Intellectual Property of Third Parties
Employees must get written permission to use a third party's copyrights, patents, trademarks, or other intellectual property. If an employee wishes to use intellectual property that belongs to someone else, the organisation may need to obtain a license to use the property or purchase the outright ownership of the property.

Employees should neither make copies of, nor publish any copyright protected materials until the organisation has obtained permission from the holder and determined that copying or publishing is legally permitted.

Whistleblowing

Introduction
This policy applies to all employees and officers of the organisation. Other individuals performing functions in relation to the organisation, such as agency employees and contractors, are encouraged to use it.

It is important to the business that any fraud, misconduct or wrongdoing by employees or officers of the organisation is reported and properly dealt with. The organisation therefore encourages all individuals to raise any concerns that they may have about the conduct of others in the business or the way in which the business is run. This policy sets out the way in which individuals may raise any concerns that they have and how those concerns will be dealt with.

Background
The Public Interest Disclosure Act 1998 amended the Employment Rights Act 1996 to provide protection for employees who raise legitimate concerns about specified matters. These are called "qualifying disclosures". A qualifying disclosure is one made in good faith by an employee who has a reasonable belief that:

- a criminal offence;
- a miscarriage of justice;
- an act creating risk to health and safety;
- an act causing damage to the environment;
- a breach of any other legal obligation; or
- concealment of any of the above;

is being, has been, or is likely to be, committed. It is not necessary for the employee to have proof that such an act is being, has been, or is likely to be, committed - a reasonable belief is sufficient. The employee has no responsibility for investigating the matter - it is the organisation's responsibility to ensure that an investigation takes place.

An employee who makes such a protected disclosure has the right not to be dismissed, subjected to any other detriment, or victimised, because he/she has made a disclosure.

The organisation encourages employees to raise their concerns under this procedure in the first instance. If an employee is not sure whether or not to raise a concern, he/she should discuss the issue with his/her line manager.

Principles
- Everyone should be aware of the importance of preventing and eliminating wrongdoing at work. Employees should be watchful for illegal or unethical conduct and report anything of that nature that they become aware of.
- Any matter raised under this procedure will be investigated thoroughly, promptly and confidentially, and the outcome of the investigation reported back to the employee who raised the issue.
- No employee will be victimised for raising a matter under this procedure. This means that the continued employment and opportunities for future promotion or training of the employee will not be prejudiced because he/she has raised a legitimate concern.
- Victimisation of an employee for raising a qualified disclosure will be a disciplinary offence.
- If misconduct is discovered as a result of any investigation under this procedure the organisation's disciplinary procedure will be used, in addition to any appropriate external measures.
- Maliciously making a false allegation is a disciplinary offence.
- An instruction to cover up wrongdoing is itself a disciplinary offence. If told not to raise or pursue any concern, even by a person in authority, employees should not agree to remain silent.

Procedure
This procedure is for disclosures about matters other than a breach of an employee's own contract of employment. If an employee is concerned that his/her own contract has been, or is likely to be, broken, he/she should use the organisation's grievance procedure.

1. In the first instance, and unless the employee reasonably believes the Chief Executive to be involved in the wrongdoing, or if for any other reason the employee does not wish to approach the Chief Executive, any concerns should be raised with the Chief Executive. If he/she believes the Chief Executive to be involved, or for any reason does not wish to approach the Chief Executive, then the employee should raise his/her concerns with the Chairman or Vice Chairman of the Committee of Management. If the employee believes the Executive Council to be involved, he/she should proceed straight to stage 3.

2. The Chief Executive will arrange an investigation of the matter. The investigation may involve the employee and other individuals involved giving a written statement. Any investigation will be carried out in accordance with the principles set out above. The employee's statement will be taken into account, and he/she will be asked to comment on any additional evidence obtained. The Chief Executive/Executive Council will take any necessary action, including reporting the matter to any appropriate government department or regulatory agency. On conclusion of any investigation, the employee will be told the outcome of the investigation and any next steps. If no action is to be taken, the reason for this will be explained.

3. If the employee reasonably believes that the appropriate action has not been taken, he/she should report the matter to the proper authority. The legislation sets out a number of bodies to which qualifying disclosures may be made. These include:

- Social Work Department;
- HM Revenue & Customs;
- the Financial Conduct Authority;
- the Office of Fair Trading;
- the Health and Safety Executive; and
- the Environment Agency.

Anti-bribery

Introduction
The organisation is committed to the highest standards of ethical conduct and integrity in its business activities in the UK and overseas. This policy outlines our position on preventing and prohibiting bribery, in accordance with the Bribery Act 2010. The organisation will not tolerate any form of bribery by, or of, its employees, agents or consultants or any person or body acting on its behalf. Senior management is committed to implementing effective measures to prevent, monitor and eliminate bribery.

Scope of this policy
This policy applies to all employees and officers of the organisation, and to temporary workers, consultants, contractors, agents and subsidiaries acting for, or on behalf of, the organisation ("associated persons") within the UK and overseas. Every employee and associated person acting for, or on behalf of, the organisation is responsible for maintaining the highest standards of business conduct. Any breach of this policy is likely to constitute a serious disciplinary, contractual and criminal matter for the individual concerned and may cause serious damage to the reputation and standing of the organisation.

The organisation may also face criminal liability for unlawful actions taken by its employees or associated persons under the Bribery Act 2010. All employees and associated persons are required to familiarise themselves and comply with this policy, including any future updates that may be issued from time to time by the organisation.

Bribery Act 2010
The organisation is committed to complying with the Bribery Act 2010 in its business activities in the UK and overseas.

Under the Bribery Act 2010, a bribe is a financial or other type of advantage that is offered or requested with the:

- intention of inducing or rewarding improper performance of a function or activity; or
- knowledge or belief that accepting such a reward would constitute the improper performance of such a function or activity.

A relevant function or activity includes public, state or business activities or any activity performed in the course of a person's employment, or on behalf of another organisation or individual, where the person performing that activity is expected to perform it in good faith, impartially, or in accordance with a position of trust.

A criminal offence will be committed under the Bribery Act 2010 if:

- an employee or associated person acting for, or on behalf of, the organisation offers, promises, gives, requests, receives or agrees to receive bribes; or
- an employee or associated person acting for, or on behalf of, the organisation offers, promises or gives a bribe to a foreign public official with the intention of influencing that official in the performance of his/her duties (where local law does not permit or require such influence); and
- the organisation does not have the defence that it has adequate procedures in place to prevent bribery by its employees or associated persons.

All employees and associated persons are required to comply with this policy, in accordance with the Bribery Act 2010.

What is prohibited?
The organisation prohibits employees or associated persons from offering, promising, giving, soliciting or accepting any bribe. The bribe might be cash, a gift or other inducement to, or from, any person or organisation, whether a public or government official, official of a state-controlled industry, political party or a private person or organisation, regardless of whether the employee or associated person is situated in the UK or overseas. The bribe might be made to ensure that a person or organisation improperly performs duties or functions (for example, by not acting impartially or in good faith or in accordance with their position of trust) to gain any commercial, contractual or regulatory advantage for the organisation in either obtaining or maintaining organisation business,

or to gain any personal advantage, financial or otherwise, for the individual or anyone connected with the individual.

This prohibition also applies to indirect contributions, payments or gifts made in any manner as an inducement or reward for improper performance, for example through consultants, contractors or sub-contractors, agents or sub-agents, sponsors or sub-sponsors, joint-venture partners, advisors, customers, suppliers or other third parties.

Records
Employees and, where applicable, associated persons, are required to take particular care to ensure that all organisation records are accurately maintained in relation to any contracts or business activities, including financial invoices and all payment transactions with clients, suppliers and public officials.

Due diligence should be undertaken by employees and associated persons prior to entering into any contract, arrangement or relationship with a potential supplier of services, agent, consultant or representative.

Employees and associated persons are required to keep accurate, detailed and up-to-date records of all corporate hospitality, entertainment or gifts accepted or offered.

Corporate entertainment, gifts, hospitality and promotional expenditure

Principle
The organisation permits corporate entertainment, gifts, hospitality and promotional expenditure that is undertaken:

- for the purpose of establishing or maintaining good business relationships;
- to improve the image and reputation of the organisation; or
- to present the organisation's services effectively;

provided that it is:

- arranged in good faith, and
- not offered, promised or accepted to secure an advantage for the organisation or any of its employees or associated persons or to influence the impartiality of the recipient.

The organisation will authorise only reasonable, appropriate and proportionate entertainment and promotional expenditure.

This principle applies to employees and associated persons, whether based in the UK or overseas.

Procedure
Employees and, where relevant, associated persons should submit requests for proposed hospitality and promotional expenditure well in advance of proposed dates to the Chief Executive

Employees are required to set out in writing:

- the objective of the proposed client entertainment or expenditure;
- the identity of those who will be attending;
- the organisation that they represent; and
- details and rationale of the proposed activity.

The organisation will approve business entertainment proposals only if they demonstrate a clear business objective and are appropriate for the nature of the business relationship. The organisation will not approve business entertainment where it considers that a conflict of interest may arise or where it could be perceived that undue influence or a particular business benefit was being sought (for example, prior to a tendering exercise).

If an employee or associated person wishes to provide gifts to suppliers, clients or other business contacts, prior written approval from the Chief Executive is required, together with details of the intended recipients, reasons for the gift and business objective. These will be authorised only in limited circumstances.

Employees and, where applicable, associated persons must supply records and receipts, in accordance with the organisation's expenses policy.

What practices are permitted?
This policy does not prohibit:

- normal and appropriate hospitality and entertainment with clients; and
- the use of any recognised fast-track process that is publicly available on payment of a fee.

Any such practices must be proportionate, reasonable and made in good faith. Clear records must be kept.

Gifts, rewards or hospitality received by employees
Any gifts, rewards or entertainment received or offered from residents, public officials, contractors, suppliers or other business contacts should be reported immediately to the Residence Manager. The organisation is conscious of how the vulnerable nature of many of the individual residents within the three residences, in association with the close relationship and dependence between staff and residents, makes the giving and receipt of gifts/hospitality a very sensitive subject.

In certain circumstances, it may not be appropriate to retain such gifts or be provided with the entertainment and employees and associated persons may be asked to return the gifts to the sender or refuse the entertainment, for example, where there could be a real or perceived conflict of interest. As a general rule, small tokens of appreciation such as flowers, chocolates, bottles of alcohol and lunch for official business may be retained by employees as long as they do not exceed a value of £15. The following items should never be accepted:

The following are examples of gifts that must never be accepted:

- Cash
- Any other form of payment
- Holidays or Trips
- Substantial items such as cars

Residence Managers are to maintain a 'Gift and Hospitality' Book in which all gift/hospitality offered is to be entered clearly stating by who and to whom it has been offered, whether it has been accepted or refused, the final destination of a gift and countersigned by the Residence Manager. This book will be checked regularly by the Chief Executive on his visits and is to be retained for a period of 7 years from the last book entry.

Any breaches of this policy will result in disciplinary action being taken against committee members or staff. Each case will be investigated and the subsequent action will depend on the severity of the breach, and whether it was an inadvertent breach or not.

Risk management

Principle
The organisation has established detailed risk management procedures to prevent, detect and prohibit bribery. The organisation will conduct risk assessments for each of its key business activities on a regular basis and, where relevant, will identify employees or officers of the organisation who are in positions where they may be exposed to bribery.

Procedure
The organisation will identify high-risk areas, for example projects undertaken in high-risk countries, tenders for work and those working on high-value projects.

The organisation will:

- regularly monitor "at risk" employees and associated persons;
- regularly communicate with "at risk" employees and associated persons;
- undertake extensive due diligence of third parties and associated persons; and
- communicate its zero-tolerance approach to bribery to third parties, including actual and prospective customers, suppliers and joint-venture partners.

Reporting suspected bribery

Principle
The organisation depends on its employees and associated persons to ensure that the highest standards of ethical conduct are maintained in all its business dealings. Employees and associated persons are requested to assist the organisation and to remain vigilant in preventing, detecting and reporting bribery.

Employees and associated persons are encouraged to report any concerns that they may have to the Chief Executive as soon as possible. Issues that should be reported include:

- any suspected or actual attempts at bribery;
- concerns that other employees or associated persons may be being bribed; or
- concerns that other employees or associated persons may be bribing third parties, such as clients or government officials.

Procedure
A form is available to allow employees to record any incidents of suspected bribery. Any such reports will be thoroughly and promptly investigated by the Chief Executive in the strictest confidence. Employees and associated persons will be required to assist in any investigation into possible or suspected bribery.

Employees will also be required to comply with the organisation's whistleblowing policy.

Employees or associated persons who report instances of bribery in good faith will be supported by the organisation. The organisation will ensure that the individual is not subjected to detrimental treatment as a consequence of his/her report. Any instances of detrimental treatment by a fellow employee because an employee has made a report will be treated as a disciplinary offence. An instruction to cover up wrongdoing is itself a disciplinary offence. If told not to raise or pursue any concern, even by a person in authority such as the Chief Executive, employees and associated persons should not agree to remain silent.

Action by the organisation
The organisation will fully investigate any instances of alleged or suspected bribery. Employees suspected of bribery may be suspended from their duties while the investigation is being carried out. The organisation will invoke its disciplinary procedures where any employee is suspected of bribery, and proven allegations may result in a finding of gross misconduct and immediate dismissal. The organisation may terminate the contracts of any associated persons, including consultants or other workers who act for, or on behalf of, the organisation who are found to have breached this policy.

The organisation may also report any matter to the relevant authorities, including the Manager or supervisor of Public Prosecutions, Serious Fraud Office, Revenue and Customs Prosecutions Office and the police. The organisation will provide all necessary assistance to the relevant authorities in any subsequent prosecution.

Review of procedures and training
The organisation will regularly communicate its anti-bribery measures to employees and associated persons. The organisation will set up training sessions where applicable.

Company Secretary will monitor and review the implementation of this policy and related procedures on a regular basis, including reviews of internal financial systems, expenses, corporate hospitality, gifts and entertainment policies.

Employees and those working for, or on behalf of, the organisation are encouraged to contact the Company Secretary. Any suggestions, comments or feedback that they may have on how these procedures may be improved.

The organisation reserves the right to amend and update this policy as required. For the avoidance of doubt, this policy does not form part of employees' contracts of employment.

Equal Opportunities

Equality, Diversity and Dignity at Work

SVR recognises that providing equality of opportunity, valuing diversity, including neuro-diversity, and promoting a culture of inclusion are vital to its success.

Our commitment

SVR is committed to:

- Creating an organisational culture that respects and values each other's differences, promotes dignity, equality and diversity, and encourages employees to develop and maximise their potential;
- Providing equal opportunities in employment and avoiding unlawful discrimination in employment and against those we work with; and
- Creating a work environment free of harassment and bullying, where all are treated with dignity and respect.

This policy is intended to assist SVR to put these commitments into practice. All employees are responsible for the promotion and advancement of this policy. Behaviour, actions or words that transgress the policy will not be tolerated and will be dealt with in line with the SVR's disciplinary policy. The diversity of SVR's staff and residents will be reported annually to its Governing Body.

The law
It is unlawful to discriminate directly or indirectly in recruitment or employment because of age, disability, sex, gender reassignment, pregnancy, maternity, race (which includes colour, nationality and ethnic or national origins), sexual orientation, religion or belief, or because someone is married or in a civil partnership. SVR will not discriminate because of any other irrelevant factor and will build a culture that values meritocracy, openness, fairness and transparency.

Discrimination after employment may also be unlawful, e.g. refusing to give a reference for a reason related to one of the protected characteristics. Subject to limited exceptions in some circumstances for religion or belief and sexual orientation, it is unlawful to discriminate directly or indirectly, harass or victimise a member of the public based on any of the protected characteristics in the provision of services or goods. It is unlawful to fail to make reasonable adjustments to overcome barriers to using services caused by disability. The duty to make reasonable adjustments includes the removal, adaptation or alteration of physical features, if the physical features make it impossible or unreasonably difficult for disabled people to make use of services. In this context, disability may not just be about a physical attribute but may take the form of making adjustments for dyslexic or autistic employees or service users.

In addition, service providers have an obligation to think ahead and address any barriers that may impede disabled people from accessing a service.

Types of unlawful discrimination

Direct discrimination is where a person is treated less favourably than another because of a protected characteristic. An example of direct discrimination would be refusing to employ a woman because she is pregnant. In limited circumstances, employers can directly discriminate against an individual for a reason related to any of the protected characteristics where there is an occupational requirement. The occupational requirement must be crucial to the post and a proportionate means of achieving a legitimate aim.

Indirect discrimination is where a provision, criterion or practice is applied that is discriminatory in relation to individuals who have a relevant protected characteristic (although it does not explicitly include pregnancy and maternity, which is covered by indirect sex discrimination) such that it would be to the detriment of people who share that protected characteristic compared with people who do not, and it cannot be shown to be a proportionate means of achieving a legitimate aim.

Associative discrimination is where an individual is directly discriminated against or harassed for association with another individual who has a protected characteristic (although it does not cover harassment because of marriage and civil partnership, and pregnancy and maternity).

Perceptive discrimination is where an individual is directly discriminated against or harassed based on a perception that he/she has a particular protected characteristic when he/she does not, in fact, have that protected characteristic (other than marriage and civil partnership, and pregnancy and maternity).

Victimisation occurs where an employee is subjected to a detriment, such as being denied a training opportunity or a promotion because he/she made or supported a complaint or raised a grievance under the Equality Act 2010, or because he or she is suspected of doing so. However, an employee is not protected from victimisation if he or she acted maliciously or made or supported an untrue complaint. There is no longer a need for a complainant to compare his or her treatment with someone who has not made or supported a complaint under the Equality Act 2010. For example, if a blind employee raises a grievance that the employer is not complying with its duty to make reasonable adjustments, and is then systematically excluded from all meetings, such behaviour could amount to victimisation.

Failure to make reasonable adjustments is where a physical feature or a provision, criterion or practice puts a disabled person at a substantial disadvantage compared with someone who does not have that protected characteristic and the employer has failed to make reasonable adjustments to enable the disabled person to overcome the disadvantage.

Equal opportunities in employment
The organisation will avoid unlawful discrimination in all aspects of employment including recruitment, promotion, opportunities for training, pay and benefits, discipline and selection for redundancy.

Person and job specifications will be limited to those requirements that are necessary for the effective performance of the job. Candidates for employment or promotion will be assessed objectively against the requirements for the job, taking account of any reasonable adjustments that may be required for candidates with a disability. Disability and personal or home commitments will not form the basis of employment decisions except where necessary.

SVR will consider any possible indirectly discriminatory effect of its standard working practices. This includes:

- The number of hours to be worked;
- The times at which these are to be worked; and
- The place at which work is to be done.

When considering requests for variations to these standard working practices and will refuse such requests only if the organisation considers it has good reasons, unrelated to any protected characteristic, for doing so. The organisation will comply with its obligations in relation to statutory requests for contract variations. The organisation will also make reasonable adjustments to its standard working practices to overcome barriers caused by disability.

Dignity at work

Some harassment is unlawful discrimination and serious harassment may be a criminal offence.

Bullying is offensive, intimidating, malicious or insulting behaviour, and/or an abuse or misuse of power that is meant to undermine, humiliate or injure the person on the receiving end. Examples of bullying would include picking on someone or setting him/her up to fail or making threats or comments about someone's job security without good reason.

Harassment is unwanted conduct related to relevant protected characteristics, which are sex, gender reassignment, race (which includes colour, nationality and ethnic or national origins), disability, sexual orientation, religion or belief and age, that:

- has the purpose of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person; or
- is reasonably considered by that person to have the effect of violating his/her dignity or of creating an intimidating, hostile, degrading, humiliating or offensive environment for him/her, even if this effect was not intended by the person responsible for the conduct.

A single incident can be harassment if it is sufficiently serious.

Clients, suppliers and other people not employed by the organisation
The organisation will not discriminate unlawfully against clients using or seeking to use goods, facilities or services provided by the organisation. Employees should report any bullying, harassment or other inappropriate behaviour by residents, suppliers, visitors or others to the appropriate Residence Manager who will take necessary action.

Training
SVR will provide training in equal opportunities to managers and others likely to be involved in recruitment or other decision making where equal opportunities issues are likely to arise. It will provide training to all existing and new employees and others engaged to work at the organisation to help them understand their rights and responsibilities under the dignity at work policy and what they can do to help create a working environment free of bullying and harassment. The organisation will provide additional training to managers to enable them to deal more effectively with complaints of bullying and harassment.

Employee responsibilities
Every employee is required to assist the organisation to meet its commitment to achieve equality in employment and avoid unlawful discrimination. Employees can be held personally liable as well as, or instead of, the organisation for any act of unlawful discrimination. Employees who commit serious acts of harassment may be guilty of a criminal offence. Acts of discrimination, harassment, bullying or victimisation against employees or customers are disciplinary offences and will be dealt with under the organisation's disciplinary procedure. Discrimination, harassment, bullying or victimisation may constitute gross misconduct and could lead to dismissal without notice.

Grievances
If an employee considers that they may have been unlawfully discriminated against or have been bullied or harassed, they may use the organisation's grievance procedure to make a complaint. In the case of grievances concerning bullying or harassment, the normal grievance procedure is modified so that employees can choose whether to raise their grievance with their manager or with another manager. The organisation will take any complaint seriously and will seek to resolve any grievance that it upholds. Employees will not be penalised for raising a grievance, even if their grievance is not upheld, unless your complaint is both untrue and made in bad faith.

Use of the organisation's grievance procedure does not affect your right to make a complaint to an employment tribunal.

Business Etiquette

Dress Code

This policy is designed to guide employees on the required standards of dress and appearance. All employees' appearance must be professional at all times both within the workplace and when representing the organisation.

The policy is not exhaustive in defining acceptable and unacceptable standards of dress and appearance, and staff must use common sense in adhering to the principles underpinning the policy. The management of the organisation will be the sole judge of what is and is not appropriate for the purposes of this policy.

The organisation recognises the diversity of cultures and religions of its employees and will take a sensitive approach when this affects dress requirements. However, priority will be given to health and safety, security and other similar considerations.

All employees are required to be neat, clean and tidy while at work, whether working on the organisation's premises or elsewhere. Employees are expected to dress appropriately at all times in relation to their role. Certain items that are not permitted at work are:

- scruffy/torn trousers;
- micro- or very short miniskirts;
- low cut t-shirts, blouses and transparent clothing;
- shorts;
- sports clothing, for example tracksuits and football shirts;
- sweatshirts or t-shirts with slogans or symbols that could cause offence;
- trainers; and
- excessive or unconventional jewellery.

Any employee who disregards these rules will be subject to disciplinary action. In serious cases, where an employee's appearance is, in the organisation's view, unacceptable, the employee will be required to return home to change. In these circumstances, the employee will not be paid for the duration of his/her absence from work.

Uniform

The organisation provides some employees with and each employee is required to sign for it at the time of issue. It is important that uniforms are well looked after and kept smart and clean at all times.

Each employee is responsible for their uniform and if it is lost or damaged, they will be expected to pay for a replacement.

The uniform will remain the property of the organisation and must be returned when an employee's leaves. Failure to return any item of uniform may result in a deduction being made from final pay.

Employees should contact their Line manager should they have any queries about this policy.

Social Events

As a token of its appreciation for the work that employees do for the organisation, and to foster team spirit and good working relationships, the organisation aims to offer employees the opportunity to attend social events from time to time. The organisation may also run work-related social events to which clients, as well as staff, are invited.

Residents are not to be invited to attend, or allowed to attend, social events with employees.

Although such social events usually take place away from the workplace and outside of normal working hours, the organisation's standard code of conduct applies to such events. While management does not wish to put a dampener on employees' enjoyment of social events, it is in everyone's interests to impose certain rules of conduct for the protection and comfort of all. Specifically, employees who attend work-related social events must adhere to the following rules and principles:

- Employees should consume alcohol only in moderation at work-related social events, irrespective of whether the organisation provides or pays for the drinks.
- It is strictly forbidden for any employee to use illegal drugs, including cannabis, at any work-related social event whether on organisation premises or not.
- The organisation's policy on harassment/bulling applies to work-related social events.
- Employees should not say or do anything at a work-related social event that could offend, intimidate, embarrass or upset any other person, whether as a joke or not.
- Swearing and intemperate language are unacceptable at work-related social events.
- Employees must not behave in any way at any work-related social event that could bring the organisation's name into ill repute.

Any breach of the above rules will render the employee liable to disciplinary action under the organisation's disciplinary procedure, up to and including summary dismissal.

The above rules are in place for the benefit of all members of staff and to ensure that everyone can enjoy work-related social events in an atmosphere of conviviality without fear of being made to feel uncomfortable by another employee's conduct.

Conflict of Interest

Employees should not, directly or indirectly, engage in, or have any interest, financial or otherwise, in any other business enterprise which interferes or is likely to interfere with their independent exercise of judgement in the organisation’s best interest. Generally a conflict of interests exists when an employee is involved in an activity:

- which provides products or services directly to, or purchase products or services from the organisation
- which subjects the employee to unreasonable time demands that prevent the employee form devoting proper attention to his or her responsibilities to the organisation
- which is so operated that the employee’s involvement with the outside business activity will reflect adversely on the organisation

Should employees be in any doubt as to whether an activity involves a conflict, they should discuss the situation with their line manager.

Expenses, Travel and Subsistence

Purpose
This policy sets out the organisation's rules on how employees can claim for expenses incurred in the performance of their duties for the organisation. The policy covers travel, meals and accommodation, overseas and relocation expenses, business entertainment, gifts and staff parties.

The purpose of this policy is to ensure that employees are properly reimbursed for legitimate business expenses and to ensure that these expenses are treated appropriately for tax purposes.

General procedure
The organisation will reimburse you for actual expenditure that is incurred wholly, necessarily and exclusively in connection with authorised duties that you undertake in the course of your employment.

To claim for expenses, you must use the organisation's expenses claim forms, available from your Line manager. You should set out the reasons why the expense was incurred on the claim form.

Expenses will not be paid unless supporting evidence is provided, together with a completed expenses claim form. This should include original receipts or invoices with the date and time of the transaction (unless you are claiming for mileage).

When claiming for travel expenses on public transport, you should enclose the tickets showing the departure point and destination of your journey, where possible. Credit and debit card statements will not be accepted.

Where you are submitting a VAT receipt, you should set out:
- the name and VAT registration number of the retailer or service provider;
- the goods and services provided; and
- the amount of VAT payable.

Once completed and signed, you should submit your expenses claim form to your Line manager. Once they has approved the claim form, this should be sent to Cheine and Tait.

Expenses claims must be submitted within 30 days of the expense being incurred. If this is not practical, written approval for any extension will be required from the Chief Executive. The organisation reserves the right to withhold any payment where written approval has not been sought.

The organisation may return an expenses claim form to you without payment if it is completed incorrectly or lacks supporting evidence.

The organisation will pay claims for authorised expenses by BACS transfer into the same bank account into which your salary is paid. Expenses claims up to £200 will be paid directly to you via petty cash.

Any queries in relation to this policy should be directed to your Line Manager.

Travel
Employees and line managers should consider whether or not travel is necessary to meet business objectives or if there are more appropriate means (for example, teleconferencing or videoconferencing).

Air
Any flight must be pre-authorised by your Line manager before being booked. Where possible, flights should be booked well in advance to benefit from any discounts for early booking.

Personal incentives or rewards associated with specific air travel, such as air miles, should not be a factor in determining which flight is purchased for business. The key consideration is whether or not the flight is the most cost-effective for the organisation, unless there is a valid business reason for taking an alternative flight.

You will usually only be permitted to travel in economy class. Where you are required to travel on a long-haul flight (longer than ten hours), you may be permitted to travel in business class in certain circumstances. Prior written authorisation from your Line Manager is required before any first-class ticket is booked.

Rail
You may claim for standard class rail fares only. Where possible, rail journeys should be booked well in advance to benefit from any discounts for early booking.

Taxis
You may claim for a taxi fare only in limited circumstances. These are:

- where taking a taxi would result in a significantly shorter travel time than using public transport;
- where there are several employees travelling together; or
- where personal security and safety of employees is an issue, for example taxis may be permitted after [9.30pm].

You must use the organisation's appointed taxi firm where possible.

You must obtain a receipt with details of the date, place of departure and destination of the journey.

Use of your own car
The Employees should not use their own vehicles for business purposes. The organisation's Insurance covers the occasional use of private cars for business purposes which is intended to allow Managers to attend meetings at other sites, not for routine site business.

If, in exceptional circumstances, an employee has to use their own car, they should only do this if they have the appropriate level of cover on their Personal Motor Insurance policy.

The organisation accepts no liability for any accident, loss, damage or claim arising out of any journey that you make on business. The organisation will not pay for the cost of any insurance policy on your own car.

To claim for petrol expenditure, you should set out the distance of the journey undertaken on your expenses claim form. Please go to: https://www.gov.uk/government/publications/rates-and-allowances-travel-mileage-and-fuel-allowances

The organisation will pay for parking costs incurred where applicable.

Late night/early morning transport
The organisation will, in exceptional circumstances, reimburse you for late night or early morning transport, including a taxi, if you are required to travel to or from the airport, railway station or other destination for specific business reasons. This will apply only where you are required to be at work before substantially before or after your normal start and finish time. No transport expenses will be reimbursed for any staff social events held by the organisation or employees.

You should seek prior written authorisation for late or early departures from or to work where possible from your Line Manager. If this is not possible, you should set out the reasons for the late or early departure in your expenses claim.

Meals/accommodation
As a guideline for business travel, you should book accommodation with the prior authorisation of your Line Manager, equivalent to three-star standard. You may book hotel accommodation of up to £150 maximum in a major city and [£100] elsewhere.

It is your responsibility to ensure that any hotel reservations are cancelled within the required cancellation period if they are no longer required.

If you are required to be away from home on business, you may claim up to:

- £15 for breakfast (if this is not included in the hotel room rate);
- £15 for lunch; and
- £25 for dinner

The maximum amounts above are inclusive of non-alcoholic drinks.

In the event that you are inviting clients or other business contacts for breakfast, lunch, or dinner to discuss business matters, these maximum rates will not apply.

You should supply receipts and invoices for all hotel and meal expenses.

Overseas expenses
If Overseas Travel is required, all arrangements will be authorised in advance by the Chief Executive.

Business entertainment
The organisation recognises that corporate entertainment can provide opportunities to strengthen business relationships, enhance the organisation's reputation and deepen prospective clients' or suppliers' understanding of the business. Any entertainment booked for clients, suppliers or other business contacts must be approved in advance by the Chief Executive.

You should submit:

- details of the individuals whom you wish to invite;
- the name of the organisation that they represent;
- the nature of the entertainment, including date and location; and
- the business reasons for the entertainment.

The organisation will only approve business entertainment proposals that demonstrate a clear business objective and that are appropriate for the nature of the business relationship. The organisation will not approve business entertainment where it considers that a conflict of interest may arise or where it could be perceived that undue influence or a particular business benefit is being sought (for example, prior to a tendering exercise).

Expenses that will not be reimbursed
The organisation will not reimburse you for:

- the cost of any travel between your home and usual place of work (except in exceptional circumstances for early morning/late night transport as set out above);
- the cost of any travel undertaken for personal reasons;
- the cost of any travel for your partner or spouse;
- any fines or penalties incurred while on business for whatever reason, including penalties for not paying for a rail ticket in advance of boarding the train and penalties or fines associated with motoring offences, including speeding or parking fines, clamping or vehicle recovery charges;
- any expenses incurred for personal benefit or to improperly influence or reward a business contact; or
- cash advances or withdrawals from an ATM machine.

You are required to pay for any travel costs incurred by your partner or spouse in the event that he or she accompanies you on business. Your spouse or partner must have adequate travel insurance for that journey.

False claims
If the organisation considers that any expenditure claimed was not legitimately incurred on behalf of the organisation, it may request further details from you. The organisation will thoroughly investigate and check any expenses claim as it sees fit. It may withhold payment where insufficient supporting documents have been provided. Where payment has been made to you prior to the discovery that the claim was not legitimate or correct, it may deduct the value of that claim from your salary.
Any abuse of the organisation's expenses policy will not be tolerated. This includes, but is not limited to:

- false expenses claims;
- claims for expenses that were not legitimately incurred;
- claims for personal gain;

The organisation will take disciplinary action where appropriate and, in certain circumstances, may treat a breach of this policy as gross misconduct, which may result in your summary dismissal. In addition, the organisation may report the matter to the police for investigation and criminal prosecution.

Miscellaneous
Employees must not use the organisation's postal facilities for private purposes without prior permission from their line manager. If, for any reason, personal use is made, then arrangements must be made to reimburse the price of the service used.

Discipline

Disciplinary Procedure

Introduction

It is necessary for the proper operation of the organisation and the health and safety of the organisation's employees that the organisation operates a disciplinary procedure. The following procedure will be applied fairly in all instances where disciplinary action is regarded as necessary by the organisation's management save to the extent that a minor reprimand is given for any minor act of misconduct committed by an employee.

The organisation reserves the right to implement the procedure at any stage as set out below taking into account the alleged misconduct of an employee. Employees will not ordinarily be dismissed for a first disciplinary offence.

Where time limits are referred to in the course of this procedure they may be varied by agreement between the employee and the organisation.

Employees have the right to be accompanied at a formal disciplinary hearing by a fellow worker or trade union official of their choice.

Matters that the organisation views as amounting to disciplinary offences include (but are not limited to):

- persistent bad timekeeping;
- unauthorised absence;
- minor damage to organisation property;
- failure to observe organisation procedures;
- abusive behaviour;
- unreasonable refusal to follow an instruction issued by a manager or supervisor;
- poor attendance; and
- smoking in non-designated areas of the organisation' premises.

Investigation
A manager will promptly and thoroughly investigate any matter that is reasonably suspected or believed to contravene any of the employer's policies or rules or may otherwise be a disciplinary matter. The employee will be informed as soon as possible as to the fact of an investigation and when it has been concluded.

There may be instances where suspension with pay is necessary while investigations are carried out. The organisation has the right to suspend with pay where there are reasonable grounds for concern that evidence may be tampered with, destroyed or witnesses pressurised before the disciplinary hearing, or if there is a potential risk to the business or other employees or third parties in allowing the employee to remain at work.

Depending on the circumstances of the case, the employee may be invited to attend an investigatory interview. If such an interview is held prior to a disciplinary hearing, the employee will be informed at the outset that the interview is an investigatory interview. There is no right for employees to be accompanied at a formal investigatory interview. The organisation reserves the right to dispense with an investigatory interview and to proceed directly to a formal disciplinary hearing.

Procedure
Where, upon completion of an investigation, there are reasonable grounds to believe that an employee has committed an act of misconduct, the employee will be invited to attend a disciplinary hearing with a Manager. In the event of poor performance by an employee, disciplinary hearings will usually be undertaken only where counselling of the employee, further training (if appropriate) and oral warnings have failed to produce a satisfactory improvement to performance.

In the event of a disciplinary hearing taking place the organisation will:

a) give the employee a minimum of two full working days advance notice of the hearing;

b) tell the employee the purpose of the hearing and that it will be held under the employer's disciplinary procedure;
c) explain the employee's right to be accompanied at the hearing by a fellow worker or trade union official;
d) give the employee written details of the nature of his/her alleged misconduct; and
e) provide to the employee all relevant information (which should include statements taken from any fellow employees or other persons that the organisation intends to rely upon against the employee) not less than one full working day in advance of the hearing.

Where the employee is unable to attend a disciplinary hearing and provides a good reason for failing to attend, the hearing will be adjourned to another day. The organisation will comply with (a) above in respect of giving notice of the rearranged hearing. Unless there are special circumstances mitigating against it, if the employee is unable to attend the rearranged hearing, the rearranged hearing will take place in the employee's absence. The employee's fellow worker or trade union official may attend in such circumstances and will be allowed the opportunity to present the employee's case. The employee will also be allowed to make written submissions in such a situation.

Where the chosen companion is unavailable on the day scheduled for the meeting, it will be rescheduled, provided that the employee proposes an alternative time within five working days of the scheduled date.

Role of companion
The employee's chosen companion has the right to address the hearing to put the employee's case, sum up the case and respond on the employee's behalf to any view expressed at the hearing. The companion may also confer with the employee during the hearing. However, there is no requirement for the employer to permit the companion to answer questions on behalf of the employee, or to address the hearing where the employee indicates that he/she does not wish this.

The disciplinary hearing
A disciplinary hearing will normally be conducted by the Line Manager and may be attended by another manager or an HR Representative. The employee will be entitled to be given a full explanation of the case against him/her and be informed of the content of any statements provided by witnesses. The employee will be able to call his/her own witnesses. He/she will be permitted to set out his/her case and answer any allegations. The employee will be given a reasonable opportunity to ask questions, present evidence and call relevant witnesses. He/she will also be given the opportunity to raise points about any information provided by witnesses. Where the organisation intends to call relevant witnesses it will give the employee advance notice of this. The employee must also give advance notice if he/she intends to call relevant witnesses.

The organisation may adjourn the disciplinary proceedings if it appears necessary or desirable to do so (including for the purpose of gathering further information). The employee will be informed of the period of any adjournment. If further information is gathered, the employee will be allowed a reasonable period of time, together with his/her fellow worker or trade union official, to consider the new information prior to the reconvening of the disciplinary proceedings.

As soon as possible after the conclusion of the disciplinary proceedings, the Manager will convey the decision of the panel to the employee and will also inform the employee what disciplinary action, if any, is to be taken. The decision will be conveyed in writing. The employee will be notified of his/her right of appeal under this procedure.

Disciplinary action
Where, following a disciplinary hearing, the organisation establishes that the employee has committed a disciplinary offence, the following disciplinary action may be taken:

a) Where a minor offence or offences have been committed, a recorded oral warning may be given. The warning will ordinarily state that any further misconduct will render the employee liable to further, more severe disciplinary action. The employee should be informed of the period that the warning will remain "live". During this period, the organisation may rely on such a warning in the event of further misconduct on the part of the employee.

b) Where either a more serious disciplinary offence has been committed or further minor offences have been committed by an employee following a recorded oral warning that remains "live", the employee will receive a first written warning. The warning will:

i. set out the nature of the offence committed;
ii. inform the employee that further misconduct is liable to result in further disciplinary action under this procedure;
iii. specify the period for which the warning will remain "live", after such period the organisation will review the warning; and
iv. state that the employee may appeal against the warning.

c) Where a serious disciplinary offence amounting to gross misconduct has been committed, thereby justifying summary dismissal, but the organisation decides, after taking into account all appropriate circumstances, that a lesser penalty is appropriate, or, where an employee commits further disciplinary offences after a first written warning has been issued and remains "live", a final (or combined first and final) written warning may be given. Such a warning will:

i. set out the nature of the offence committed;
ii. inform the employee that further misconduct is likely to result in his/her dismissal; and
iii. state that the employee may appeal against the warning.

d) Where the employee has committed further acts of misconduct (these being acts of misconduct other than gross misconduct) following a final written warning given under c. above, the employee may be dismissed with notice or with pay in lieu of notice.

e) Where the organisation establishes that an employee has committed an act of gross misconduct, the employee may be summarily dismissed.

f) Where a final written warning is given to an employee under c. above, the organisation may also impose on the employee:

i. disciplinary suspension;
ii. demotion;
iii. in line with any provision in the contract of employment, stoppage of pay for such period as the organisation thinks fit in the circumstances; or
iv. in line with any provision in the contract of employment, transfer to a job of a lower status.

The above sanctions may be imposed in conjunction with other forms of disciplinary action, or as an alternative to dismissal.

Length of time the warning will remain "live"
Oral and first written warnings will normally have a time limit of six months, while the time limit for a final written warning will normally be 12 months. After the relevant period of time, the organisation will disregard the warning but retain it on the employee's record. In each case, the organisation will specify the length of time that the warning will remain "live", but reserves the right to extend the time period in appropriate circumstances.

Appeal
An employee may appeal against any disciplinary sanction imposed against him/her, with the exception of an informal oral warning. The appeal will be heard by another Manager, who, will act impartially during the appeal process. The appeal hearer is obliged to consider any representations made by the employee and the employee's fellow employee or trade union official. They must decide on the basis of the representations made, together with any subsequent facts that may have come to light, whether or not to uphold the disciplinary sanction. In the event that the appeal hearer finds for the employee, they shall allow the appeal and shall remove all records of the disciplinary sanction from the employee's record. In the event that the appeal hearer does not accept the representations made by or on behalf of the employee, they will uphold the disciplinary sanction.

When lodging an appeal, the employee should state:

a) the grounds of appeal; and

b) whether he/she is appealing against the finding that he/she has committed the alleged act or acts of misconduct, or against the level of disciplinary sanction imposed.

The employee must provide written notice of the appeal within five working days of being informed of the disciplinary sanction being imposed against him/her.

Wherever possible, we will endeavour to conduct appeal hearings within 10 working days of receipt of the employee's written notice of appeal.

Upon completion of the appeal, the appeal hearer will convey his/her decision to the employee. The decision will be conveyed in writing within five working days.

The organisation's decision at the appeal is final.

Where an appeal lies against a dismissal by the organisation, the organisation's decision to dismiss will have had immediate effect and, therefore, if the dismissal is by notice, the period of notice will already have commenced on the date that the decision was given. If the organisation's decision was to dismiss the employee summarily without notice, the organisation will be under no obligation to reinstate or pay the employee for any period between the date of the original dismissal and the appeal decision and the original date of termination will stand. In the event that the organisation' decision to dismiss is overturned, the employee will be reinstated with immediate effect and he/she will be paid for any period between the date of the original dismissal and the successful appeal decision. His/her continuous service will not be affected.

Gross misconduct

Gross misconduct is misconduct of such a serious and fundamental nature that it breaches the contractual relationship between the employee and the organisation. In the event that an employee commits an act of gross misconduct, the organisation will be entitled to terminate summarily the employee's contract of employment without notice or pay in lieu of notice.

Matters that the organisation views as amounting to gross misconduct include (but are not limited to):

- stealing from the organisation, members of staff, residents or the public;
- other offences of dishonesty;
- falsification of a qualification that is a stated requirement of the employee's employment or results in financial gain to the employee;
- falsification of records, reports, accounts, expense claims or absence forms, whether or not for personal gain;
- sexual misconduct at work;
- fighting with or physical assault on members of staff, residents or the public;
- deliberate damage to or misuse of the organisation's property;
- serious damage to the organisation's property;
- actions which endanger an employee's safety;
- knowingly breaking a legal requirement in connection with employment;
- causing loss, damage or injury through serious carelessness
- drunkenness or being under the influence of illegal drugs while at work;
- possession, custody or control of illegal drugs on the organisation's premises;
- serious breach of the organisation's rules, including, but not restricted to, health and safety rules and rules on computer use;
- gross negligence;
- conviction of a criminal offence that is relevant to the employee's employment;
- conduct which could lead to considerable financial loss to the organisation;
- conduct that brings the organisation's name into disrepute; and
- discrimination or harassment of a fellow worker on the grounds of sex, sexual orientation, race, disability, age or religion or belief.

Other acts of misconduct may come within the general definition of gross misconduct.

Capability

Improved Performance Review

Introduction
This procedure runs parallel with, but is not part of, the disciplinary procedure. The organisation recognises that poor job performance and incapability should not be treated as "disciplinary offences".

The first stage in dealing with poor job performance is to determine whether the matter is one of capability or misconduct. This can normally be ascertained by counselling or investigation. Incapability is where the employee has received all necessary training but still cannot achieve a satisfactory level of performance through no fault of his/her own, for example as a result of poor health. If, on the other hand, the employee fails to reach the required standard of performance as a result of carelessness, negligence or lack of effort, this will be treated under the disciplinary procedure as misconduct.

Supported Performance Improvement
The employee's Line manager will investigate the cause of the employee's poor performance. Causes could include lack of skills, inadequate training, lack of support staff, tools or other resources, lack of communication or problematic working relationships. The Line manager carrying out this initial counselling will give the employee factual examples of his/her unsatisfactory performance and the employee will be asked for his/her explanation, which will subsequently be followed up and checked where appropriate.

Where the reason for unsatisfactory performance is lack of the required skills, the employee will, where practicable, be assisted through training and be given reasonable time to reach the required standard of performance. If it is a question of lack of support staff, tools or other resources or facilities, attention should be paid to this and assistance provided if appropriate.

Formal warnings
Where, despite support, the employee is unable to reach the required standard of performance, the consequences of any failure to meet this standard will be explained to the employee in writing.

This will take the form of the following.

Stage one - recorded oral warning

The employee will be fully informed of the precise nature of the poor performance, the level of improvement required and the time limit for achieving that improvement, review periods during the currency of the warning, the consequences of failure to achieve or maintain the improvement and the length of time the warning will remain "live" on the employee's file.

Stage two - first written warning

If there is no improvement or insufficient improvement after a stage one warning, or if improvement is not maintained for the period stated in the stage one warning, the employee will be given a first written warning setting out the details as outlined above in the oral warning.

Stage three - final written warning

If there is no improvement or insufficient improvement after a stage two warning, or if improvement is not maintained for the period stated in the stage two warning, the employee will be given a final written warning setting out the details as outlined above in the oral warning. The stage three warning will include a statement that a failure to improve to the required standard is likely to result in dismissal.

Length of time the warning will remain "live"

Oral and first written warnings will normally have a time limit of six months, while the time limit for a final written warning will normally be 12 months. After the relevant period of time, the organisation will disregard the warning but retain it on the employee's record. In each case, the organisation will specify the length of time that the warning will remain "live", but reserves the right to extend the time period in appropriate circumstances.

Stage four - dismissal

If there is still no improvement or insufficient improvement after a stage three warning, or if improvement has not been maintained for the period stated above, the employee will normally be dismissed with notice or pay in lieu. Alternatively, at the organisation's entire discretion, alternative work elsewhere in the organisation may be offered to the employee if any suitable posts are available.

Stage five - appeals

The same appeals procedure as set out in the organisation's disciplinary procedure will be used.

Right to be accompanied at formal meetings
Employees may be accompanied by a fellow worker or trade union official at any formal meetings that are held to discuss a failure to meet the required standard of performance.

Internal promotions
Where the employee is promoted, the consequences of failing to meet the necessary standards of performance for the new post should be clearly and fully explained to the employee at the time the promotion is offered. In some cases, the employee will be promoted on the basis of a probationary period in the new job, with the condition that the organisation has the right to transfer or downgrade the employee should he/she fail to satisfy his/her immediate Line manager that he/she is competent in the promoted post. In other cases, the "promoted" member of staff will remain on the same grade and salary for the duration of the probationary period and will receive an "acting up" allowance during such time. If the probationary period is not confirmed, the employee will not transfer to the higher grade.

Grievance

Introduction
The organisation believes that all employees should be treated fairly and with respect. If you are unhappy about the treatment that you have received or about any aspect of your work, you should discuss this with your manager, who will attempt to resolve the situation on an informal basis.

Where attempts to resolve the matter informally do not work, it may be appropriate for you to raise a formal grievance under this procedure. A formal grievance should be concerned with the way in which you have been treated by the organisation or managers acting on its behalf. If your complaint relates to bullying or harassment on the part of a colleague, the matter should be dealt with under the bullying and harassment procedure. Complaints that amount to an allegation of misconduct on the part of another employee will be investigated and dealt with under the disciplinary procedure and you will be informed of the outcome.

Grievances may be concerned with a wide range of issues, including the allocation of work, your working environment or conditions, the opportunities that you have been given for career development or the way in which you have been managed.

Complaints that you may have about any disciplinary action taken against you should be dealt with as an appeal under the disciplinary procedure.

Grievances raised while you are subject to disciplinary proceedings will usually be heard only when the disciplinary process has been completed. Insofar as a grievance has any bearing on the disciplinary proceedings, it can be raised as a relevant issue in the course of those proceedings.

Mediation
It may be appropriate for the matter to be dealt with by way of mediation, depending on the nature of your grievance. This involves the appointment of a third-party mediator, who will discuss the issues raised by your grievance with all of those involved and seek to facilitate a resolution. Mediation will be used only where all parties involved in the grievance agree.

The right to be accompanied
You have the right to be accompanied by a fellow worker or trade union official at any grievance meeting or subsequent appeal. The trade union official need not be an employee of the organisation, but if he/she is not a fellow worker or an employee of his/her union, the organisation may insist on him/her being certified by the union as being experienced or trained in accompanying employees at grievance hearings.

The choice of companion is a matter for you, but the organisation reserves the right to refuse to accept a companion whose presence would undermine the grievance process. Please note that individual workers are not obliged to agree to accompany you. Companions will be given appropriate paid time off to allow them to accompany colleagues at a grievance hearing or appeal hearing.

At any hearing or appeal hearing, your chosen companion will be allowed to address the meeting, respond on your behalf to any view expressed in the hearing, and sum up the case on your behalf. However, both the hearing and appeal hearing are essentially meetings between the employer and you, so any questions put directly to you should be dealt with by you and not your companion.

Where the chosen companion is unavailable on the day scheduled for the meeting or appeal, the meeting will be rescheduled, provided that you can propose an alternative time within five working days of the scheduled date.

Conducting the grievance procedure
The organisation recognises that a formal grievance procedure can be a stressful and upsetting experience for all parties involved. Everyone involved in the process is entitled to be treated calmly and with respect. The organisation will not tolerate abusive or insulting behaviour from anyone taking part in or conducting grievance procedures and will treat any such behaviour as misconduct under the disciplinary procedure.

Making the complaint
The first stage of the grievance procedure is for you to put your complaint in writing. This written statement will form the basis of the subsequent hearing and any investigations, so it is important that you set out clearly the nature of your grievance and indicate the outcome that you are seeking. If your grievance is unclear, you may be asked to clarify your complaint before any meeting takes place.

Your complaint should be headed "Formal grievance" and sent to the Line manager. Further attempts may be made to resolve the matter informally, depending on the nature of your complaint. However, if you are not satisfied with the outcome, you may insist on the matter proceeding to a full grievance hearing.

Before proceeding to a full grievance hearing, it may be necessary to carry out investigations of any allegations made by you, although the confidentiality of the grievance process will be respected. If any evidence is gathered in the course of these investigations, you will be given a copy long enough in advance of the hearing for you to consider your response. In exceptional circumstances, the evidence given by individuals may have to remain confidential. Where confidentiality is necessary, this will be explained to you and an appropriate summary of the evidence gathered will be given to you.

Grievances or Disputes against the CEO
Where the dispute or grievance is against the Chief Executive Officer (CEO), a complaint should be made in writing to the Chair of the SVR Governing Body.

The Chair may be able to resolve the matter informally, depending on the nature of your complaint. However, if you are not satisfied with the outcome, you may insist on the matter proceeding to a full grievance hearing.

Before proceeding to a full grievance hearing, it may be necessary to carry out investigations of any allegations made by you, although the confidentiality of the grievances process will be respected. If an investigation is considered appropriate, the Chair may appoint another member of the Board to conduct the investigation who will be assisted with the investigation by an external HR Consultant/Advisor.

If any evidence is gathered in the course of these investigations, you will be given a copy long enough in advance of the hearing for you to consider your response. In exceptional circumstance, the evidence given by individuals may have to remain confidential. Where confidentiality is necessary, this will be explained to you and an appropriate summary of the evidence gathered will be given to you.

The grievance hearing
The hearing will be held as soon as is reasonably practicable and, subject to any need to carry out prior investigations, within five working days of the receipt of your written complaint. It will normally be conducted by the Manager (a Member of the governing Body in the case of a grievance against the CEO) and may be attended by another manager or an HR Representative. At the meeting, you will be asked to explain the nature of your complaint and what action you feel should be taken to resolve the matter. Where appropriate, the meeting may be adjourned to allow further investigations to take place.

You should ensure that you attend the meeting at the specified time. If you are unable to attend because of circumstances beyond your control, you should inform your manager as soon as possible. If you fail to attend without explanation, or if it appears that you have not made sufficient attempts to attend, the hearing may take place in your absence.

While you will be given every opportunity to explain your case fully, you should confine your explanation to matters that are directly relevant to your complaint. Focusing on irrelevant issues or incidents that took place long before the matters in hand is not helpful and can hinder the effective handling of your complaint. The manager conducting the hearing will intervene if he/she thinks that the discussion is straying too far from the key issue. The manager may also intervene to ensure that the meeting can be completed within a reasonable timeframe, depending on the nature and complexity of your complaint.

Following the meeting, you will be informed in writing of the outcome within seven working days and told of any action that the organisation proposes to take as a result of your complaint.

If you are dissatisfied with the outcome, you may make a formal appeal.

Appeal
Your appeal should be made in writing to the manager, or in cases involving the CEO, the Governing Body Member, who conducted the initial grievance hearing. You should clearly state the grounds of your appeal, i.e. the basis on which you say that the result of the grievance was wrong or that the action taken as a result was inappropriate. This should be done within seven working days of the written notification of the outcome of the grievance, wherever possible. Wherever possible, we will endeavour to conduct appeal hearings within 10 working days of receipt of the employee's written notice of appeal.

You should ensure that you attend the meeting at the specified time. If you are unable to attend because of circumstances beyond your control, you should inform the manager of this as soon as possible. If you fail to attend without explanation, or if it appears that you have not made sufficient attempts to attend, the hearing may take place in your absence. The appeal hearing will be conducted by a Manager, who will consider the grounds that you have put forward and assess whether or not the conclusion reached in the original grievance hearing was appropriate.

If the appeal relates to a grievance against the CEO, the Chair of SVR will hear the appeal.

The appeal is not a rehearing of the original grievance, but rather a consideration of the specific areas with which you are dissatisfied in relation to the original grievance. The appeal hearer may therefore confine discussion to those specific areas rather than reconsider the whole matter afresh.

Following the appeal meeting, you will be informed of the outcome within seven working days. The outcome of this meeting will be final.

Handling a serious complaint against the CEO

SVR is a Registered Social Landlord (RSL) and as such is required to inform the Scottish Housing Regulator (SHR) when there is a serious complaint, investigation or disciplinary action relating to the CEO. Serious complaints do not arise often but because of their nature and sensitivity and impact on leadership arrangements, they have the potential to seriously damage the reputation of the organisation. This section sets out what the organisation will do to ensure it complies with regulatory standards in dealing with this type of situation.

In the event of a serious complaint against the CEO, the Chair will seek independent advice to assist in making the decision as to the seriousness of the matter. The Chair will make the governing Body aware of the complaint and the advice that has been offered by the independent advisor in order to manage matters in accordance with the employment, data protection and any other legal considerations that are in place at the time. Where the complaint against the CEO breaches the seriousness threshold, the Chair will notify SHR in a timely manner and confirm how the governing Body intends to handle the complaint.

Minor issues that can be dealt with locally do not need to be notified to SHR. If there is any doubt on whether notification should take place, the Governing Body will seek the view of SHR.

SVR will work with SHR to keep it informed of the process to resolve the complaint. The organisation will be open to any assistance or concerns that SHR have about the process, working constructively and collegiately to resolve this. SHR will respect the confidentiality of sensitive information, provided it does not compromise its ability to safeguard the overall interests of SVR or the sector, or breach a legal obligation to disclose that information. SVR will work appropriately as an employer to resolve these issues, working within the legal framework and seeking independent expert advice where appropriate.

Where a serious complaint has been made against the CEO by a Governing Body member or someone else who is not an employee, then the Governing Body will ensure that it takes independent advice about how to handle the complaint and that the CEO will take no part in any investigation other than co-operating with the investigator.

Termination of Employment

Notice Period

Introduction
This policy is issued to promote guidance on the application of notice periods. It does not form part of employees' terms and conditions of employment or otherwise have any contractual effect. This policy may be varied, withdrawn or replaced at any time by the organisation at its absolute discretion.

Notice periods
Subject to the employees' contract of employment which may set out a longer notice period, the organisation and employee are required to give the following notice period to terminate the contract of employment:

Notice to be given by the organisation or employee	
Probation Period	1 week
6 months +	1 month for non-management employees. 3 months for Management employees

The organisation may agree to release an employee from the requirement to serve his/her full notice period. In these circumstances, the organisation will not pay the employee for the portion of the notice period that he/she is not working. The employee will be asked to sign a letter accompanying the agreement reached.

Resignation
An employee who resigns must provide the organisation with his/her notice of resignation in writing. The organisation will not accept notice of resignation as effective unless it is in writing. Upon resignation, the employee will be required to work his/her full contractual notice period, unless otherwise agreed.

If an employee fails to work his/her full contractual notice period without prior authorisation from the organisation, the employee will not be paid for the portion of the notice period that he/she has not worked. The organisation may refer to this in any reference given on the employee's behalf.

The organisation may deduct from the employee's final pay any costs incurred as a result of the employee failing to work his/her full notice period.

Dismissal
Where the organisation dismisses an employee, it will give the employee his/her full contractual notice and, unless otherwise agreed, will require the employee to work the full period of notice.

In certain circumstances, including dismissals for gross misconduct, the organisation may dismiss the employee without notice. If this is the case, the organisation will explain the reason(s) why.

Redundancy
Where the organisation dismisses an employee by reason of redundancy, it will give the employee his/her full contractual notice and, unless otherwise agreed, will require the employee to work the full period of notice.

An employee who is dismissed by reason of redundancy will be given a reasonable amount of paid time off work to look for alternative employment. The arrangements for time off must be agreed in advance by the employee's manager.

Rights and obligations during the notice period
During the notice period, the contract of employment will continue to remain in force and the employee will receive full pay and benefits.

During the notice period, the employee remains bound by all the obligations and restrictions expressly set out or implied in his/her contract of employment, must act with good faith and fidelity towards the organisation and must not take up employment elsewhere. The organisation expects that the employee will conduct him/herself in an entirely appropriate manner during the full period of notice, and uphold the high standards of performance required of all employees. This applies no matter who gave notice to terminate the contract of employment and for whatever reason.

If an employee's performance during the notice period falls below the required standards, the organisation may address this as a performance or disciplinary matter and may refer to this in any references given on the employee's behalf.

During the notice period, the organisation may restrict an employee's duties, contact with clients, colleagues and suppliers, access to information or resources and impose any other reasonable practices, to better facilitate a handover and/or to protect business interests.

Return of organisation property
The organisation requires employees to hand over to their Line manager or supervisor all property that belongs to the organisation on or before their final working day.

If the employee fails to return any property belonging to the organisation by the required date, the organisation will withhold the whole or any part of any pay due from the organisation to the employee up to the current market value of the property not returned, i.e. based on the value of the property at the time that it is not returned and not on a replacement cost basis. The organisation may issue civil proceedings against the employee for breach of contract and/or trespass to goods, to the extent that any outstanding pay withheld does not cover the current market value of the property not returned.

Pay in lieu of notice
The organisation may make a payment in lieu of notice for all or any part of an employee's notice period on termination of the employee's employment (rather than the employee working out his/her notice period). This provision, which is at the organisation's discretion, applies whether notice to terminate the contract is given by the employee or by the organisation.

Garden leave
The organisation may require an employee not to attend work for the duration or part of his/her notice period. This provision, which is at the organisation's discretion, applies whether notice to terminate the contract is given by the employee or by the organisation. In these circumstances, the contract of employment remains in force until the end of the notice period. The employee remains bound by all the obligations and restrictions set out in his/her contract of employment, must act with good faith and fidelity towards the organisation, must not take up employment elsewhere, and will be paid his/her full pay and benefits until the end of the notice period. The employee must, within reason, remain available to be contacted by the organisation.

Holiday during notice periods
During the notice period, the organisation may require employees to take annual leave accrued for that holiday year but not taken by the date of termination. The organisation will give the appropriate notice.

If, prior to notice of termination being given by either party, the organisation has authorised an employee's annual leave request, and the annual leave is scheduled to take place during the notice period, the organisation will seek to honour this arrangement. However, the organisation may, if necessary for business reasons, require the employee to cancel all or part of his/her annual leave, on giving the appropriate notice.

If, on termination of an employee's employment, the employee has accrued annual leave that he/she has not taken, he/she will be paid in lieu of this as part of his/her final wages. No payment in lieu of accrued contractual holiday will be made to the employee (and where appropriate a deduction will be made from salary) in the event of his/her termination for gross misconduct or in the event of the employee giving inadequate notice of termination or leaving before the contractual notice period has expired.

If, on termination of an employee's employment, he/she has taken paid holiday leave in excess of earned entitlement, he/she will be required to reimburse the organisation (by means of deduction from salary if necessary) in respect of such holiday.

Outstanding payments to the organisation
The organisation may deduct from any final pay all monies owing to it from the departing employee. This includes (but is not limited to):

- monies owed;
- expenses advances; and
- holiday taken but not yet accrued.

If the employee's final pay is insufficient to cover the sums owed to the organisation, the employee will enter into a contract with the organisation for the repayment of all sums owed. If the employee refuses to do this, or defaults on any repayment agreement, the organisation may bring a civil claim against the employee to recover the monies (as a debt) and its costs of doing so.

Outstanding payments to the employee
An employee who wishes to claim expenses properly incurred in the course of his/her duties must do so before the end of his/her notice period.

Retirement

The organisation believes that employees should, wherever possible, be permitted to continue working for as long as they wish and are able to do so. For this reason, the organisation does not operate a compulsory retirement age and employees may each choose individually when to stop working.

It is the organisation's policy to have regular workplace /appraisal discussions with employees where they can discuss performance and any development needs they may have, as well as their future aims and aspirations. Employees and their managers can also use this opportunity to discuss retirement planning should the employee wish to do so.

Employees should intimate to their manager as early as possible what their wishes are in relation to retirement and, in any event, 3 months prior to the date they wish to retire. This will help the organisation with its succession planning and assist employees who wish to continue working beyond their contractual retirement age, as it will give management more time to consider the possible options.

Redundancy

Introduction
This policy sets out the organisation's approach to dealing with potential redundancies. It does not form part of employees' terms and conditions of employment and may be subject to change at the discretion of management.

Although the organisation's policy is to avoid redundancies wherever possible, the needs of the business may from time to time require a reduction in the overall number of staff employed or organisational changes that result in some employees being made redundant.

Where, there is a requirement for redundancies, the organisation will ensure that:

- the total number of redundancies made is kept to a minimum;
- employees and, where appropriate, their representatives are fully consulted on any proposals and their implementation;
- selection for redundancy is based on clear criteria that will, as far as possible, be objectively and fairly applied;
- every effort is made to redeploy or find alternative work for employees selected for redundancy; and
- support and advice is provided to employees selected for redundancy to help them find suitable work when their employment has come to an end.
- SVR will inform the Scottish Housing Regulator (SHR) of the roles that are affected, the reasons for the redundancies, the timing of the redundancies and any payments which are over and above the statutory redundancy and contractual payments required to be made by law.

Environmental Policy

The organisation is committed to integrating environmental best practice into all its business activities. The organisation accepts its environmental responsibilities and recognises its obligation to reduce the impact of business activities on the environment. The organisation will achieve this through a policy of continual improvement in environmental performance.

To achieve these objectives, the organisation will:

- Adopt best practice
- Conduct its activities in full knowledge of, and compliance with, the requirements of applicable environmental legislation
- Minimise consumption of natural resources, including energy, water and raw materials, as far as is economically practicable
- Prevent pollution and minimise emissions
- Reduce the production of waste
- Encourage the use of environmentally friendly means of transport by employees
- Raise awareness amongst employees through appropriate education and training
- Encourage awareness of, and commitment to, improved environmental performance amongst suppliers and clients
- Communicate this policy to employees
- Monitor and review its environmental performance

Each employee is responsible for his/her adherence to the principles of this policy. The contents of this policy and the way in which it is being implemented will be reviewed regularly.