

The Harington Scheme Limited



Employee Handbook

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About this Handbook

This Handbook has been drawn up by the Charity (The Harington Scheme Limited) to provide you with information on employment policies and procedures. It is important for you to read the Handbook carefully as this, together with your Contract of Employment, sets out your main terms and conditions of employment.

The information covers a wide range of subjects relating to your employment and in the event that information in this Handbook conflicts with terms and conditions as stated in your Contract of Employment, the Contract will take precedence.

If you have any questions or any part of the Handbook is unclear to you, please do not hesitate to raise any queries with your Line Manager.

It is important that you do this before signing that you have read, understood and are willing to abide by all the Charity's terms and conditions.

This Handbook should be read in conjunction with other detailed policies issued by the Charity and will be reviewed and updated at least every three years.

2

Annual holiday entitlement and authorisation

2.1 Entitlement

Full details of your holiday entitlement are in your Contract of Employment.

2.2 Carrying over holidays to the following year

We encourage you to take your full holiday entitlement during the holiday year. You may be allowed to carry forward up to five days of holiday into the next holiday year. Authority for any carry forward of days must be obtained in writing from your Line Manager before the end of the holiday year.

It is not normal practice at the Charity to pay for untaken holiday leave from a holiday year except in extreme circumstances where you were not able to take your holidays through the year due to business need. Any payment of untaken holiday leave needs approval by the CEO.

2.3 Request for holidays

In order to submit a request for holidays, you should complete your request online using the self-service holiday planner and have the holiday request authorised by your Line Manager.

The amount of notice required is four weeks except for single days, when one week's notice is normally required.

All requests, providing they have been received in time, will be processed in date and time order.

2.4 Length and timing of holidays

The Charity will not normally agree a request for a holiday that involves more than two consecutive weeks.

2.5 Refusal of holidays

In the event that the Charity has to refuse a holiday request because of business needs, the Charity is not responsible for any financial commitment made by you prior to authorisation. You are therefore advised **not** to book holidays with tour operators, travel agents, hotels or passenger carriers, etc. until your holiday request has been authorised.

2.6 Adjustment to holidays

At the commencement of your employment you will be entitled to holiday leave in proportion to the holiday year remaining on the date when your employment began.

On leaving you will be entitled to holiday leave in proportion to the holiday year worked on the date when your employment ended. If you have been paid for more holidays than your entitlement then the balance will be deducted from your pay. If you have been paid for fewer holidays than your entitlement then the balance will be paid to you with your final pay.

3

Absence from work

The Charity is committed to ensuring you are supported during any absence from work. You must notify your Line Manager of any absence from work using the notification procedures below.

Once we are aware of your circumstances, we will take all reasonable steps to provide you with the necessary support.

3.1 Appointments

If you need to be absent from work to keep a medical, dental or other essential appointment, prior permission should always be obtained from your Line Manager. Evidence of your appointment should be presented to your Line Manager and payment for absences of this nature will be at the discretion of the Charity though are usually covered when result in less than half a day of work is missed. You must try to arrange such appointments outside normal working hours wherever possible and any regular appointments that have to be made during working hours must be supported by an appointment card. Any such absences from the workplace should be minimal and you will be expected to return to work after keeping your appointment wherever possible.

3.2 Sickness and injury

3.2.1 Notification of absence

If you are absent from work, without prior authorisation, you or someone on your behalf should notify your Line Manager by phone as soon as possible and at least one hour before your start time on the first day of absence. If you are unable to reach your Line Manager by phone, you will be expected to call the Duty Phone instead. Text messages and emails are not acceptable. Any unauthorised absence must be properly explained in that first contact and, if the absence continues, you must keep us fully informed. This applies to both short and long term situations and you will be expected to contact us on a daily basis in the same manner during the first week and weekly thereafter. Unauthorised absences will be unpaid.

3.2.2 Period of absence

If your sickness is for more than seven full calendar days then you must provide the Charity with a medical certificate from your Doctor or other authorised healthcare professional. If this medical certificate expires and you are still not well enough to return to work, you must provide further certificates to cover the whole of the absence period.

Where appropriate, the Charity will work with employees who are unwell to manage their absence and ultimately to try to assist them to return to work as soon as possible. As part of that process, it would be considered what reasonable support and adjustments can be

provided, including potentially considering any adjustments which are suggested on a medical certificate and potentially obtaining further medical advice or conducting risk assessments to assist in such considerations. You are encouraged to raise any support queries with your Line Manager.

3.2.3 Monitoring of absence

The Charity will review the attendance levels of all employees on a regular basis. In deciding whether to take further action in respect of sickness absence, the evidence of a medical certificate may not be sufficient and the Charity may seek alternative medical information. If further medical evidence is required, the Charity will ensure that employees are informed of their rights under the Access to Medical Records Act 1988 and comply with relevant data protection laws.

Action may be taken when any of the following trigger points are reached:

Periods of absence:

- Three periods of absence in a rolling six-month period, or;
- Five periods of absence in a rolling twelve-month period.

No of days of absence:

- Five or more cumulative days of absence within a rolling six-month period, or;
- Ten or more cumulative days of absence within a rolling twelve-month period.

Other patterns or trends:

- Where an unacceptable absence trend is identified e.g. repeated absence linked to weekends, holidays, bank holidays etc.

The reasons for absence will be fully investigated taking into account notes from return-to-work meetings and any other relevant information before deciding whether to take any formal action through the Charity's disciplinary procedure. Reasonable adjustments will be considered and made where applicable.

If a warning is issued through this procedure, you have the right to Appeal, which will be explained to you in the outcome letter as per the disciplinary procedure. If you receive a final written warning, any further absence following this warning may result in further disciplinary action, which may result in dismissal from the Charity.

3.2.4 Returning from absence

On your return to work after absence because of sickness, irrespective of the length of absence, you must complete the Charity's sickness self-certification form.

The Charity will hold a return-to-work meeting after any period of sickness absence. This meeting will be held with your Line Manager and is intended to review the details of your absence and any related concerns, confirm your fitness to resume work, discuss any adjustments needed, and explore whether you anticipate any further absence relating to your illness.

If you have been diagnosed with a notifiable disease such as, but not limited to, food poisoning, measles, mumps, or scarlet fever, you must not return to work without medical clearance from your doctor.

In addition, if you work with foodstuffs and have been suffering from an infectious or contagious disease or illness, or have had a bowel disorder, boils, skin or mouth infection, you must not report for work without clearance from your doctor.

3.3 Statutory Sick Pay (SSP)

The Charity is responsible for paying SSP to you if you are eligible.

The maximum period for which SSP is payable is 28 weeks in one period of sickness absence and is paid at a rate specified by law. As with other earnings, SSP is subject to the deduction of income tax and all other normal deductions. We will inform you if you are not eligible for SSP.

SSP is paid in respect of qualifying days on which you are unable to work through sickness, provided you are absent for the whole working day. Qualifying days are those days on which you would normally work. SSP is payable from the first qualifying day of sickness.

If you are a lower earner, then the rate of SSP payable will either be the standard weekly rate or 80% of your average weekly earnings, whichever is the lower amount.

3.4 Contractual sick pay

The Charity has a contractual sick pay scheme, which is payable from the first day of sickness and is inclusive of any SSP payment, on condition that the sick pay rules contained in the Employee Handbook are complied with. The scheme provides for the payment for one day's pay for the completion of each full month of employment, including your three months probationary period, up to the maximum of 48 days (achieved after four years' service with the Charity) inclusive of SSP, in any rolling 12 month period.

If you have no normal hours of work, your contractual sick pay will be calculated in accordance with the statutory provisions, i.e. your week's pay will be your average basic pay remuneration in the 12 weeks ending with the last complete week before the first day of your sickness (discounting any weeks in which you received no pay).

The scheme does not provide contractual sick pay for absences caused by any sporting injuries, including extreme sports, or any elective surgery that has not been advised by the NHS. The continuation or variation of this scheme is purely at the discretion of the Charity.

If the above entitlement is exhausted, you will revert to SSP only.

3.5 "Family friendly" rights

Information on the current statutory provisions are below, please speak to your Line Manager, with whom you should raise any queries.

The "family friendly" rights section of the handbook uses the following terms:

- Mother: the parent who gives birth to a child.
- Father: the non-birthing parent.
- Partner: the parent who is the child's biological father or the partner of the mother.
- Parents: those with responsibility for the child and may be of any gender identity.

3.6 Maternity rights

This section of the Handbook is for pregnant employees and new mothers. It details their rights, which fall into three main categories:

- Paid time off for antenatal care.
- Maternity leave.
- Maternity benefits.

3.6.1 Ante-natal care

You are entitled to be paid your normal rate of pay for any appointments during working hours related to antenatal care. In order to receive payment an appointment card must be produced confirming the second and any subsequent appointments and you will be expected to return to work after keeping your appointment wherever possible.

When a certificate confirming pregnancy is issued, this must be handed in as soon as possible.

3.6.2 Ordinary maternity leave

You are entitled to 26 weeks ordinary maternity leave and have the right to return to work in your old job at the end of these 26 weeks or before. These rights apply regardless of length of service or the number of hours worked.

After your baby is born, you must start your maternity leave (if you have not already) and take at least two weeks leave. This is known as 'compulsory maternity leave'.

You have the right to return to your contractual hours of work. Whilst you do not have the right to return on a different number of hours, you may make a flexible working request. Requests should be made in writing to the Charity in line with the flexible working request procedure outlined in this handbook (section 3.16) giving as much notice as possible.

You can start your ordinary maternity leave at any time from the 11th week before the expected week of childbirth (EWC). For all maternity leave purposes, "childbirth" is either a live birth before the end of the 24th week of pregnancy or a live or still birth after the 24th week of pregnancy.

Throughout the ordinary maternity leave period, all your terms and conditions of employment are maintained with the sole exception of pay.

3.6.3 Additional maternity leave

Additional maternity leave starts at the end of the ordinary maternity leave period and ends 26 weeks later. As with ordinary maternity leave, all your terms and conditions of employment are maintained throughout this period with the sole exception of pay.

If you take any additional maternity leave, you can still expect to return to work in your old job, however, if it is not reasonably practicable to keep your role open during this period, you will be offered a suitable alternative role with terms no less favourable than your old job role.

3.6.4 Notification

The notice periods detailed below must be complied with to safeguard your rights.

You must notify the Charity in writing by the 15th week before the EWC of the following:

- that you are pregnant,
- the EWC,
- the date on which you intend to start your maternity leave.

You must also provide a certificate (normally a form MAT B1) stating the EWC.

The Charity will then write to you within 28 days to confirm your date of return to work.

You can change the date on which you intend to start your maternity leave by giving the Charity at least 28 days' written notice.

3.6.5 Returning to work

If you take the full entitlement to maternity leave your return date will be the date previously notified to you by the Charity. If you wish to return earlier, you must give the Charity at least eight weeks' written notice of your early return date. Your early return may be delayed if this procedure is not followed.

If you intend to return to work at the end of your maternity leave but fail to do so, the Charity's normal rules regarding absence will apply.

3.6.6 Maternity benefits

Although you do not need any qualifying service or work a minimum number of hours to be entitled to maternity leave or the right to return to work, in order to qualify for Statutory Maternity Pay (SMP) from the Charity, you need to have the following:

- at least 26 weeks continuous service at the end of the 15th week before the EWC (this is known as the "qualifying week" for maternity pay purposes),
- average earnings above the National Insurance lower earnings limit during the eight weeks before the qualifying week.

If you meet these conditions you are entitled to a maximum of 39 weeks SMP which is calculated as:

- 6 weeks at 90% of average weekly earnings,
- 33 weeks at the lesser of the lower rate of SMP or 90% of average weekly earnings.

If you do not qualify for SMP from the Charity you may be entitled to Maternity Allowance (MA).

3.6.7 Sickness absence during pregnancy

If you are absent from work because of a pregnancy related illness or reason at any time during the four weeks before your EWC, the ordinary maternity leave period begins on the first day of absence. If the pregnancy related absence began before the fourth week, then the ordinary maternity leave period begins at the start of the fourth week.

If you are absent from work and the illness is not pregnancy related, the maternity leave period will begin on the date you have previously notified.

If you are absent from work in the weeks leading up to your maternity leave it may affect the higher rate of SMP (90% of normal pay) because it is based on your average earnings in the eight weeks prior to the qualifying week.

3.6.8 Enhanced maternity pay

If you meet the criteria for SMP and have at least at least 12 months plus 41 weeks of continuous service with the Charity at the end of the EWC then you will be entitled to enhanced maternity pay, offset against SMP, as follows:

- Four weeks at Full pay, then
- Two weeks at 90% of average earnings, then
- Six weeks at 50% of average earnings , then
- SMP only up to an overall total of 39 weeks as noted above.

Any remaining period of Maternity leave after the enhanced pay period payments have ended, will be payable at the lower rate of SMP, or it will be unpaid for the last 13 weeks of the statutory maternity leave period.

The continuation or variation of this scheme is purely at the discretion of the Charity.

3.6.9 Recovery of enhanced maternity pay

The enhanced maternity payment is on condition that you return to work for at least six months after maternity leave. The six-month period starts from the date that you return to work or would have returned to work. If you do not return to work for the required period, then you will be liable to repay any enhanced maternity pay in excess of SMP that you have received. Payments made by way of SMP are not refundable. You will be required to complete an 'Agreement to deduct from pay' prior to commencing your maternity leave which will authorise the Charity to make this deduction.

3.7 Adoption rights

This section of the Handbook is similar to the previous section but deals with employee rights on the adoption of a child, which fall into three main categories:

- Paid time off to attend pre-adoption appointments,
- Adoption leave,
- Adoption benefits.

If you are adopting a child from overseas, the procedures are slightly different, please contact your Line Manager for further information. Foster parents who have children placed with them with a view to adoption, and those who have entered a surrogacy arrangement with a surrogate and have been granted or intend to apply for, a parental order in relation to the child that the surrogate bears, may also be eligible for adoption leave and pay. Please contact your Line Manager for further details.

3.7.1 Pre-adoption appointments

If you are the primary or sole adopter and you have been advised that a child is due or expected to be placed with you for adoption you are entitled to be paid your normal rate of pay for up to five pre-adoption appointments during working hours. The appointments must have been made by or at the request of the adoption agency and in order to receive payment an appointment card must be produced confirming each appointment. The maximum time off for each appointment is six and a half hours and you will be expected to return to work after keeping your appointment wherever possible.

3.7.2 Ordinary adoption leave

If you are the adoptive parent who has elected to take adoption leave you have the right to 26 weeks ordinary adoption leave, which includes two weeks' compulsory adoption leave. You can start your adoption leave as soon as the child is placed with you for adoption or, if pre-notified, up to 14 days before that date.

You are entitled to return to work in your old job after the ordinary adoption leave period. If you work full-time you have the right to return to your full-time position; you do not have the right to return part-time. However, the Charity will discuss any request for part time work and will, if possible, offer part time work. Requests should be made in writing to the Charity giving as much notice as possible using the Flexible Working request procedure.

Throughout the ordinary adoption leave, all your terms and conditions of employment are maintained with the sole exception of pay.

3.7.3 Additional adoption leave

If you are entitled to ordinary adoption leave, additional adoption leave starts at the end of the ordinary adoption leave period and ends 26 weeks later. As with ordinary adoption leave, all your terms and conditions of employment are maintained throughout this period with the sole exception of pay.

If you take any additional adoption leave, you can still expect to return to work in your old job, however, if it is not reasonably practicable to keep your role open during this period,

you will be offered a suitable alternative role with terms no less favourable than your old job role.

3.7.4 Notification

The notice periods detailed below must be complied with in order to safeguard your rights.

You must notify the Charity in writing of the following no later than seven days after being matched with a child for adoption:

- the date of placement of the child for adoption,
- the date on which you intend to start your adoption leave.

You must also provide an Adoption Certificate from the approved adoption agency.

The Charity will then write to you within 28 days to confirm your date of return to work.

You can change the date on which you intend to start your adoption leave by giving the Charity at least 28 days written notice.

3.7.5 Returning to work

If you take the full entitlement to adoption leave your return date will be the date previously notified to you by the Charity. If you wish to return earlier, you must give the Charity at least eight weeks written notice of your early return date. Your early return may be delayed if this procedure is not followed.

If you intend to return to work at the end of your adoption leave but fail to do so, the Charity's normal rules regarding absence will apply.

3.7.6 Adoption benefits

Although you do not need any qualifying service or work a minimum number of hours to be entitled to adoption leave or the right to return to work, in order to qualify for Statutory Adoption Pay (SAP) from the Charity, you need to have the following:

- at least 26 weeks continuous service at the end of the week in which the child was matched with you for adoption,
- average earnings above the National Insurance lower earnings limit during the eight weeks before the week in which the child was matched with you for adoption.

If you meet these conditions you are entitled, subject to special rules where the adoption is disrupted or where the child reaches age 18, to a maximum of 39 weeks SAP, which is calculated as:

- 6 weeks at 90% of average weekly earnings,
- 33 weeks at the lesser of the lower rate of SAP or 90% of average weekly earnings.

In order to be paid SAP, you should notify the Charity in writing of the following no later than 28 days before the date on which you wish your SAP period to begin:

- the name and address of the approved adoption agency,
- the date on which the child is expected to be placed for adoption and, where the child has already been placed for adoption, the date of placement,
- the date on which you were informed that the child was to be placed with you for adoption.

3.7.7 Enhanced adoption pay

If you meet the criteria for SAP and have at least at least 12 months plus 41 weeks of continuous service with the Charity at the end of the week in which the child was matched with you for adoption then you will be entitled to enhanced paternity pay, offset against SAP, as follows:

- Four weeks at Full pay, then
- Two weeks at 90% of average earnings, then
- Six weeks at 50% of average earnings , then
- SAP only up to an overall total of 39 weeks as noted above.

Any remaining period of Adoption leave after the enhanced pay period payments have ended, will be payable at the lower rate of SAP, or it will be unpaid for the last 13 weeks of the statutory adoption leave period.

The continuation or variation of this scheme is purely at the discretion of the Charity.

3.7.8 Recovery of enhanced adoption pay

The enhanced adoption payment is on condition that you return to work for six months after adoption leave. The six-month period starts from the date that you return to work or would have returned to work. If you do not return to work for the required period, then you will be liable to repay any enhanced adoption pay in excess of SAP that you have received. Payments made by way of SAP are not refundable. You will be required to complete an 'Agreement to deduct from pay' prior to commencing your adoption leave which will authorise the Charity to make this deduction.

3.8 Paternity rights

This section sets out the Charity's policy on paternity leave following the birth or the placement for adoption of a child. Certain other persons may be entitled to paternity leave and pay, namely foster parents who have children placed with them with a view to adoption and those who have entered a surrogacy arrangement with a surrogate and have been granted, or intend to apply for, a parental order in relation to the child the surrogate bears.

3.8.1 Paternity rights (birth)

3.8.1.1 Antenatal appointments

You are entitled to accompany the child's mother on up to two antenatal appointments without pay during working hours. This is on condition that you have or expect to have responsibility for the upbringing of the child and that you are the biological father of the

child or are married to or are the partner of the child's mother, or you are in a surrogacy arrangement with the child's mother and you intend (after the birth) to apply for a "parental order" in respect of the expected child and you expect to be entitled to get such an order. The maximum time off for each appointment is six and a half hours and you will be expected to return to work after keeping your appointment wherever possible.

3.8.1.2 Paternity leave

You are entitled to choose to take either one or two weeks of paternity leave if you meet the following conditions:

- you have or expect to have responsibility for the upbringing of the child, and
- you are the biological father of the child or are married to or are the partner of the child's mother.

Your paternity leave entitlement must be taken as periods of a full week, not single days or parts of a week, but may be taken as either:

- a single period of either one week or two weeks; or
- two separate periods of leave of one week each.

You cannot start your paternity leave until the child is born and it must be taken within one year (52 weeks) beginning with the date on which the child is born or the first day of the expected week of childbirth (EWC), whichever is the later.

Throughout the paternity leave, all your terms and conditions of employment are maintained with the sole exception of pay.

3.8.1.3 Paternity pay

If you have 26 weeks' service at the 15th week before the EWC, you may also be entitled to Statutory Paternity Pay (SPP).

To be entitled to SPP your average earnings must be above the National Insurance lower earnings limit during the eight weeks up to and including the 15th week before the EWC. SPP is paid during the entire paternity leave period and is the lesser of:

- the standard rate of SPP (applicable at the time); or
- 90% of average weekly earnings.

3.8.1.4 Notification

To safeguard your rights to paternity leave and pay you must complete, download and sign the government's online form (SC3) on gov.uk and provide this to the Charity by the 15th week before the EWC, confirming your intention to take paternity leave.

You must also notify the Charity in writing at least 28 days before the start of each period of paternity leave, confirming the duration of the period of paternity leave and the specific date you intend to start it. The intended start date(s) can be:

- the day on which the child is born; or

- a day which you specify as a number of days after the day on which the child is born; or
- predetermined date(s), which must be later than the first day of the EWC.

You can change the date on which you intend to start a period of paternity leave by giving notice in writing at least 28 days before the original leave date or the amended leave date, whichever is the earlier.

3.8.1.5 Temporary variation to notification requirements – April to July 2026

Special transitional provisions for notice, varying the usual requirements above, will apply if:

- you have become newly eligible to take paternity leave as a result of this becoming a right from the start of employment with effect from 6th April 2026 (i.e. at that date you did not meet the previous legal requirement of having 26 weeks' service at the 15th week before the EWC); and
- the EWC for your baby falls between 5th April 2026 and 25th July 2026.

In these circumstances, you will only be required to provide 28 days' notice of your entitlement and intention to take paternity leave.

N.B. there is no transitional provision in place allowing a shorter qualifying period or notice period in relation to statutory paternity pay.

3.8.1.6 Enhanced paternity pay (birth)

If you meet the criteria for SPP and have at least have at least 12 months plus 41 weeks of continuous service with the Charity at the end of the EWC then you will be entitled to enhanced paternity pay, offset against SPP, as follows:

- Two weeks full pay, inclusive of SPP

The continuation or variation of this scheme is purely at the discretion of the Charity.

3.8.1.7 Recovery of paternity pay

The enhanced paternity payment is on condition that you return to work for six months after paternity leave. The six month period starts from the date that you return to work or would have returned to work. If you do not return to work for the required period, then you will be liable to repay any enhanced paternity pay in excess of SPP that you have received. Payments made by way of SPP are not refundable. You will be required to complete an 'Agreement to deduct from pay' prior to commencing your paternity leave which will authorise the Charity to make this deduction.

3.8.2 Paternity rights (adoption)

3.8.2.1 Pre-adoption appointments

If you are the primary adopter's partner and you have been advised that a child is due or expected to be placed with you for adoption, you are entitled to attend up to two

preadoption appointments without pay during working hours. The appointments must have been made by or at the request of the adoption agency and the maximum time off for each appointment is six and a half hours. You will be expected to return to work after keeping your appointment wherever possible.

3.8.2.2 Paternity leave

You are entitled to choose to take either one or two weeks of paternity leave if you meet the following conditions:

- you are not taking adoption leave in respect of the child,
- you have or expect to have responsibility for the upbringing of the child, and
- you are married to or are the partner of the child's primary adopter.

Your paternity leave entitlement must be taken as periods of a full week, not single days or parts of a week, but may be taken as either:

- a single period of either one week or two weeks; or
- two separate periods of leave of one week each.

You cannot start your paternity leave before the day the child is placed with the primary adopter and it must be taken within one year (52 weeks) of the date of placement for adoption.

Throughout the paternity leave, all your terms and conditions of employment are maintained with the sole exception of pay.

3.8.2.3 Paternity pay

If you have at least 26 weeks' continuous service at the end of the week in which the child's adopter is matched with the child for adoption, you may also be entitled to Statutory Paternity Pay (SPP).

To be entitled to SPP your average earnings must be above the National Insurance lower earnings limit during the eight weeks before the week in which the child was matched for adoption. SPP is paid during the entire paternity leave period and is the lesser of:

- the standard rate of SPP (applicable at the time); or
- 90% of average weekly earnings.

3.8.2.4 Notification

To safeguard your rights to paternity leave and pay you must complete, download and sign the government's online form on gov.uk (SC3) and provide this to the Charity no later than seven days after the date on which the adopter is notified of having been matched with the child for adoption (or as soon as reasonably practicable if it is not possible to provide this within the seven day timeframe), confirming your entitlement and intention to take paternity leave.

You must also notify the Charity in writing, no later than seven days after the date on which the adopter is notified of having been matched with the child for adoption (or as soon as is reasonably practicable if it is not possible to provide this within the seven day

timeframe), confirming the duration of each period of paternity leave and the specific start date you intend to start it. The intended start date(s) can be:

- the day on which the child is placed with the adopter; or
- a day which you specify as a number of days after the day on which the child is placed with the adopter; or
- predetermined date(s), which must be later than the date on which the child is expected to be placed for adoption.

You can change the date on which you intend to start a period of paternity leave by giving notice in writing at least 28 days before the original leave date, or the amended leave date, whichever is the earlier.

3.8.2.5 Enhanced paternity pay (adoption)

If you meet the criteria for SPP and have at least 12 months plus 41 weeks of continuous service with the Charity at the end of the week in which the child was matched with you for adoption then you will be entitled to enhanced paternity pay, offset against SPP, as follows:

- Two weeks full pay inclusive of SPP.

The continuation or variation of this scheme is purely at the discretion of the Charity.

3.8.2.6 Recovery of paternity pay

The enhanced paternity payment is on condition that you return to work for six months after paternity leave. The six-month period starts from the date that you return to work or would have returned to work. If you do not return to work for the required period, then you will be liable to repay any enhanced paternity pay in excess of SPP that you have received. Payments made by way of SPP are not refundable. You will be required to complete an 'Agreement to deduct from pay' prior to commencing your paternity leave which will authorise the Charity to make this deduction.

3.8.3 Bereaved partner's paternity leave

Parents who suffer the loss of a partner will be entitled to up to 52 weeks of unpaid Bereaved Partner's Paternity Leave (BPPL) if they meet the following conditions:

- Their partner has died within 52 weeks of the child's birth or (in the case of adoption) of the placement date.
- Their partner was the primary carer, which means the mother or (in the case of adoption) the main 'adopter' of the child.
- They are an employee, and are the biological parent of the child, or are married or are a civil partner or partner of the child's mother or adopter.
- They have the main responsibility for the child's upbringing and are taking the BPPL to care for the child.

- They are taking the BPPL only within the 52 weeks period from the child's birth or (in the case of adoption) of the placement date.

If the bereavement occurs in the final two weeks of the 52-week period, you can still take up to two weeks of BPPL, even if the leave ends more than 52 weeks after the birth or adoption.

This is a day-one right that is available to all employees.

Throughout the BPPL, all terms and conditions of employment are maintained with the sole exception of pay.

You have the right to return to the same job (or, in limited circumstances, a suitable and appropriate alternative), which is similar to the rights during maternity leave.

Please be aware that if you had shared parental leave and pay as an available (or already chosen) entitlement before the loss of your partner, then this entitlement will continue following your partner's death.

3.8.3.1 Taking BPPL within eight weeks of bereavement

If you are taking BPPL within eight weeks of the bereavement, only verbal notice needs to be given and this should be given before you are due to start work on the first day of BPPL. Written notice must then be provided no later than eight weeks after the bereavement date, and at least one week before the intended return date (whichever is earlier). The notice should be given by completing a BPPL notification form, including the requirement to confirm the date of bereavement and the intended return date.

You can change the start date for BPPL within the first eight weeks of bereavement if you provide notice before the old or new start date, whichever is earlier.

BPPL can be cancelled at any time before the start date and can be re-booked by giving notice as above.

If you want to change a return date that is scheduled for eight weeks or less after bereavement, you must give one week's written notice before the earlier of the old or new return date.

3.8.3.2 Taking BPPL more than eight weeks following bereavement

In order to take BPPL more than eight weeks after the bereavement, written notice of at least a week is required. The written notice should be given by completing a BPPL notification form, including the requirement to confirm the date of bereavement and the intended return date.

BPPL can be cancelled with a week's written notice and can be re-booked by giving a week's written notice.

If you want to change a return date that is scheduled for more than eight weeks after bereavement, you must give eight weeks' written notice before the earlier of the old or new return date.

3.8.3.3 'Keeping in touch' (KIT) days

With prior agreement, you may work up to 10 'keeping in touch' (KIT) days during the BPPL without bringing the leave to an end. This is not compulsory.

3.9 Shared parental rights

3.9.1 Shared parental rights (birth)

3.9.1.1 Introduction

Many parents will be able to share leave in the year after their child's birth and take leave in a more flexible way by stopping and starting their shared parental leave, taking their leave at the same time, and returning to work between periods of leave.

To qualify for shared parental leave you must have at least 26 weeks continuous service at the end of the 15th week before the EWC and still be in employment the week before you take the shared parental leave. In addition, you must share the main responsibility for the care of the child that the shared parental leave and pay relates to with the other parent and meet an 'employment and earnings' test.

3.9.1.2 Opting into shared parental leave and pay

If the mother and their partner agree, the mother can curtail their current maternity leave and 'convert' what remains of the leave period into shared parental leave (SPL). They must do this by giving formal notice to their employer and, if you are the mother, we have a form that can be completed to provide the required information. At least eight weeks' notice must be given to curtail maternity leave, at which time the mother and their partner must also give their respective employers an indication of how they intend to take the shared parental leave and pay.

The mother's notice to curtail maternity leave will normally be accompanied by a notice of entitlement to take shared parental leave and a request for a period of shared parental leave and pay. Once notice to curtail maternity leave has been given, it can only be withdrawn in very limited circumstances. However, if the mother gives notice to curtail their maternity leave before the child is born, they have up to six weeks after the birth to change their mind. If the mother revokes their curtailment notice, they shall remain on maternity leave and can give a new notice to curtail their maternity leave at a later date.

3.9.1.3 Taking shared parental leave

Before you can take shared parental leave and pay you must provide your employer with a notice of your entitlement to shared parental leave and pay, and this must be accompanied by a 'declaration' from your partner. This is a 'one off' notice and, if you are the mother, you will already have given this notice with your notice to curtail your maternity leave. If you are the mother's partner we have a form that can be completed to provide the required information. The total number of weeks of SPL available is 52 weeks minus the maternity leave that the mother has already taken (including the compulsory maternity leave period). The leave must be taken in whole weeks (part weeks count as whole weeks), and it must be taken before the child's first birthday.

All your terms and conditions of employment are maintained throughout the SPL period with the sole exception of pay and, if your combined total of maternity/paternity and SPL does not exceed 26 weeks, you are entitled to return to work in your old job. If you work full-time you have the right to return to your full-time position; you do not have the right to return part-time. However, your employer will discuss any request for part time work and will, if possible, offer part-time work. Requests should be made in writing to your employer, giving as much notice as possible and follow the Flexible Working request procedure.

3.9.1.4 Notification

You are allowed three 'notifications' to take a period of SPL. A minimum of eight weeks' notice must be given before each period of leave, and the mother's first notice to take SPL will usually be included as part of the notice to curtail maternity leave.

If your notice is for a continuous period of SPL, for example six weeks off, it cannot be refused. If, however, your notice is for a discontinuous period of leave, for example six weeks comprising three weeks of SPL, three weeks in work, then three weeks of SPL, this can be refused. The first two weeks of the eight-week notice period are to enable you and your employer to discuss this type of request and to try to reach agreement on the pattern of leave.

If agreement cannot be reached you have until the 15th day after you submitted your request (i.e. the day after the discussion period expires) to either let the request stand or to withdraw the request. If you let the request stand your employer can insist that the SPL is taken as a period of continuous leave (in the above example as a continuous period of six weeks). You then have five days in which to decide the start date for the period of continuous leave, otherwise it will start on the date of the first period you previously notified. Alternatively, you can withdraw the request, and it will not count as one of your three notifications.

If you want to change the dates of a previously notified period of SPL and your employer agrees to this, then the change does not count as a formal 'notification'. If, however, your employer does not agree to the change you can submit a formal notification of the change (giving at least eight weeks' notice). Your employer will have to accept this notification, but the change will count as one of your three 'notifications'.

3.9.1.5 Statutory Shared Parental Pay

If you qualified for SMP, MA or SPP you will also qualify for Statutory Shared Parental Pay (SSPP). The total number of weeks of SSPP available is 39 weeks minus the number of weeks of SMP already paid to the mother. SSPP is paid at the lesser of:

- the standard rate of SSPP or
- 90% of average weekly earnings.

As there will be more weeks of SPL available than weeks of SSPP, employees who claim SSPP will be required to sign a declaration stating the total pay available and the total pay received.

3.9.2 Shared parental rights (adoption)

3.9.2.1 Introduction

Many parents will be able to share leave in the year after the adoption and take leave in a more flexible way by stopping and starting their shared parental leave, taking their leave at the same time, and returning to work between periods of leave.

To qualify for shared parental leave you must have at least 26 weeks continuous service at the end of the week in which the adopter is notified of having been matched with a child for adoption and still be in employment the week before you take the shared parental leave. In addition, you must share the main responsibility for the care of the child that the shared parental leave and pay relates to with the other parent and meet an 'employment and earnings test'. If you are adopting a child from overseas, the procedures are slightly different, please contact your Line Manager for further information. Certain other persons may also be entitled to shared parental leave and pay, namely (a) foster parents who have children placed with them with a view to adoption, and (b) those who have entered a surrogacy arrangement with a surrogate woman, and have been granted, or intend to apply for, a parental order in relation to the child that the surrogate bears. Please contact your Line Manager for further information.

3.9.2.2 Opting into shared parental leave and pay

If the primary adopter and their partner agree, the primary adopter can curtail their current adoption leave and 'convert' what remains of the leave period into shared parental leave (SPL). The primary adopter must do this by giving formal notice to the employer and, if you are the primary adopter, we have a form that can be completed to provide the required information. At least eight weeks' notice must be given to curtail adoption leave, at which time the primary adopter and their partner must also give their respective employers an indication of how they intend to take the shared parental leave and pay.

The primary adopter's notice to curtail adoption leave will normally be accompanied by a notice of entitlement to take shared parental leave and a request for a period of shared parental leave and pay. Once notice to curtail adoption leave has been given, it can only be withdrawn in very limited circumstances.

3.9.2.3 Taking shared parental leave

Before you can take shared parental leave and pay you must provide your employer with a notice of your entitlement to shared parental leave and pay, and this must be accompanied by a 'declaration' from your partner. This is a 'one off' notice and, if you are the primary adopter, you will already have given this notice with your notice to curtail your adoption leave. If you are the secondary adopter/adopter's partner we have a form that can be completed to provide the required information. The total number of weeks of SPL available is 52 weeks minus the adoption leave that the primary adopter has already taken (including the compulsory adoption leave period). The leave must be taken in whole weeks (part-weeks count as whole weeks), and it must be taken during the first year following the adoption.

All your terms and conditions of employment are maintained throughout the SPL period with the sole exception of pay and, if your combined total of adoption/paternity and SPL

does not exceed 26 weeks, you are entitled to return to work in your old job. If you work full-time you have the right to return to your full-time position; you do not have the right to return part-time. However, your employer will discuss any request for part-time work and will, if possible, offer part-time work. Requests should be made in writing to your employer, giving as much notice as possible and follow the Flexible Working request procedure.

3.9.2.4 Notification

You are allowed three 'notifications' to take a period of SPL. A minimum of eight weeks' notice must be given before each period of leave, and the primary adopter's first notice to take SPL will usually be included as part of the notice to curtail adoption leave.

If your notice is for a continuous period of SPL, for example six weeks off, it cannot be refused. If, however, your notice is for a discontinuous period of leave, for example six weeks comprising three weeks of SPL, three weeks in work, then three weeks of SPL, this can be refused. The first two weeks of the eight-week notice period are to enable you and your employer to discuss this type of request and to try to reach agreement on the pattern of leave.

If agreement cannot be reached you have until the 15th day after you submitted your request (i.e. the day after the discussion period expires) to either let the request stand or to withdraw the request. If you let the request stand your employer can insist that the SPL is taken as a period of continuous leave (in the above example as a continuous period of six weeks). You then have five days in which to decide the start date for the period of continuous leave, otherwise it will start on the date of the first period you previously notified. Alternatively, you can withdraw the request, and it will not count as one of your three notifications.

If you want to change the dates of a previously notified period of SPL and your employer agrees to this, then the change does not count as a formal 'notification'. If, however, your employer does not agree to the change you can submit a formal notification of the change (giving at least eight weeks' notice). Your employer will have to accept this notification, but the change will count as one of your three 'notifications'.

3.9.2.5 Statutory Shared Parental Pay

If you qualified for SAP or SPP you will also qualify for Statutory Shared Parental Pay (SSPP). The total number of weeks of SSPP available is 39 weeks minus the number of weeks of SAP already paid to the primary adopter. SSPP is paid at the lesser of:

- the standard rate of SSPP or
- 90% of average weekly earnings

As there will be more weeks of SPL available than weeks of SSPP, employees who claim SSPP will be required to sign a declaration stating the total pay available and the total pay received.

3.10 Neonatal care rights

This section of the Handbook is about Neonatal Care Leave ('Neonatal Leave') and pay. It deals with the very difficult situation where a baby needs specialist hospital care after

birth. Neonatal Leave applies in both birth and adoption cases, if certain conditions are met as set out in this policy.

'Neonatal care' must start within the first 28 days after a baby's birth and means hospital care; or ongoing medical care after a hospital stay, which is under the direction of a consultant and includes ongoing monitoring/visits by healthcare professionals arranged by the hospital; or palliative or end of life care.

3.10.1 Neonatal care leave

You will be entitled to Neonatal Leave, for up to a maximum of 12 weeks, if your baby receives neonatal care for seven or more continuous days. Even if multiple babies from the same pregnancy require neonatal care, an employee's maximum Neonatal Leave would still be 12 weeks.

You will accrue a week's entitlement of Neonatal Leave for every full week that your baby receives neonatal care. In adoption cases, the baby must have been placed with you at the time of the relevant neonatal care.

You must take the Neonatal Leave to care for your baby and have responsibility for the baby's upbringing. You must be either the baby's parent or the partner of the baby's mother or adopter.

Your Neonatal Leave must be taken as periods of a full week, not single days or parts of a week. Neonatal Leave can be taken in periods that are classed as either a Tier 1 or Tier 2 period, as explained below.

3.10.1.1 Tier 1 period

This period runs from the start of neonatal care until the seventh day after the baby stops receiving neonatal care. If neonatal care restarts within the first 28 days after birth for at least seven days or more, this would still be classed as Tier 1 leave.

During the Tier 1 period:

- The Neonatal Leave can be taken in non-consecutive or consecutive week blocks, after your baby has received seven days of continuous neonatal care.
- You must give notice in respect of each week of absence on Neonatal Leave by no later than your first day of absence in that week or if this is not reasonably practicable, as soon as reasonably practicable thereafter. You must confirm certain information when giving this notice, including your baby's date of birth, the date their neonatal care started and if it has ended, the date it ended. This notice does not have to be in writing, but if you use the 'Neonatal Care Notification Form', this sets out the information required to provide valid notice. Furthermore, this form will be required to receive the statutory pay (if applicable) – see below.

3.10.1.2 Tier 2 period

This period is any other time during which you are entitled to take Neonatal Leave.

During the Tier 2 period:

- The Neonatal Leave must be taken in a block of consecutive weeks.

- You must give notice by no later than 15 days before the first day of absence, where the Neonatal Leave is a single week or by no later than 28 days before the first day of absence, where the Neonatal Leave is for two or more consecutive weeks. You can cancel Neonatal Leave in Tier 2 by giving the same notice periods.
- Notice must contain certain information and must be in writing. You should use the 'Neonatal Care Notification Form' as this sets out the required written information.

Your Neonatal Leave must be taken within 68 weeks of your baby's birth. In many cases you may already be on other statutory leave such as maternity, adoption or paternity leave during the neonatal care and therefore, this extended period allows you to take the Neonatal Leave following completion of your other statutory leave.

Throughout your Neonatal Leave, all your terms and conditions of employment are maintained with the sole exception of pay.

3.10.2 Neonatal care pay

If you are entitled to Neonatal Leave, you may also be entitled to be paid Statutory Neonatal Care Pay (SNCP). You will be entitled to SNCP if:

- You have been continuously employed for 26 weeks at the 15th week before the Expected Week of Childbirth ('the EWC') or (in the case of adoption) the week in which you were notified of an adoption match; and
- Your average earnings were above the National Insurance lower earnings limit during the eight weeks up to and including the 15th week before the EWC or (in the case of adoption) before the week in which you were notified of an adoption match.

If you are eligible, SNCP is paid for the entire Neonatal Leave period that you have accrued and is the lesser of:

- the standard rate of SNCP (applicable at the time); or
- 90% of average weekly earnings.

3.10.3 SNCP notification

You must give notice in writing to receive SNCP.

During the Tier 1 period, you must give written notice no more than 28 days after the start of the relevant week of Neonatal Leave, or if this is not reasonably practicable, as soon as reasonably practicable thereafter.

During the Tier 2 period, you must give written notice by no later than 15 days before the first day of the Neonatal Leave, where the SNCP is for a single week, or by no later than 28 days before the start of the Neonatal Leave, where the SNCP is for two or more consecutive weeks.

Your notice must contain certain information and you should use the 'SNCP' section on the 'Neonatal Care Notification Form' as this sets out the required written information.

Finally, we know this will be a stressful time and we would encourage you reach out for appropriate support.

3.11 Parental leave

Parents of children under the age of 18 are entitled to take unpaid parental leave. The right applies to mothers and fathers and to a person who has legal parental responsibility.

Parents are entitled to 18 weeks' leave for each child, to be taken before the child reaches age 18. Parents must give 21 days' written notice to take parental leave and it must be taken in blocks or multiples of one week (part weeks, including single days or part days, count as whole weeks) up to a maximum of four weeks in any one year. Parents of disabled children for whom a disability living allowance is awarded have the additional flexibility to take leave in days without them being counted as whole weeks, although part days count as full days.

Leave can be postponed by the Charity for up to six months where the business cannot cope, except when a father gives the above advance notice to take leave immediately after the date when the child is born or when the partner of a primary adopter gives the above advance notice to take leave immediately after the date when the child is placed for adoption.

3.12 Parental bereavement leave

Parents who suffer the devastating loss of a child will be entitled to up to two weeks' parental bereavement leave if they meet the following conditions:

- if the pregnancy ends in or after the 24th week of pregnancy or the child was under the age of 18; and
- either they had the responsibility for the upbringing of the child; or they are the biological parent of the child or are married to or are a partner of the child's mother or father.

This may be taken as either two consecutive weeks or two separate blocks of one week and must be taken within 56 weeks of the child's death.

Throughout the parental bereavement leave, all terms and conditions of employment are maintained with the sole exception of pay.

In order to take parental bereavement leave, you should give the Charity notice of:

- the date of death;
- the date the parental bereavement leave will start; and
- how long the leave will be.

Where you wish to take the leave within eight weeks of the child's death, this notice should be given before the leave starts or where this is not reasonably practicable, as soon as is reasonably practicable. If you wish to subsequently cancel a week's parental bereavement leave, you should give notice to the Charity before the start of that working week.

If you wish to take the leave after eight weeks of the child's death but before the

56th week, this notice should be given at least one week before the start of the leave. Such leave can also be cancelled by giving at least one week's notice before the start of that week.

There is no qualifying service or a minimum number of hours worked to be entitled to parental bereavement leave. In order to qualify for Statutory Parental Bereavement Pay (SPBP) from the Charity, you need to have the following:

- at least 26 weeks continuous service at the end of the week before the child's death
- average earnings above the National Insurance lower earnings limit during the eight weeks before the week of the child's death.

If you are eligible, SPBP is paid for the entire Parental Bereavement Leave period that you have accrued and is the lesser of:

- the standard rate of SNCP (applicable at the time); or
- 90% of average weekly earnings.

3.13 Carer's leave

The Charity encourages you to discuss any caring responsibilities with your Line Manager. You are eligible to request up to one working week of carer's leave within a 12-month period for the purpose of providing or arranging care for a dependant with long-term care needs. This period of leave is unpaid.

The minimum period of carer's leave is half a working day, and the maximum period is one week, but it needs not to be taken on consecutive days.

For the purposes of this right a "dependant" means your child, parent, spouse/civil partner or someone living in your household (other than a lodger, tenant or employee) or a person who reasonably relies upon you to provide or arrange care for them.

A dependant is considered to have a "long-term care need" if:

- They have an injury or illness (whether physical or mental), which requires or is likely to require, care for more than three months; or
- They have a disability, as defined in the Equality Act 2010; or
- They require care for a reason connected with their old age.

Carer's leave cannot be used for the purpose of general childcare, unless the child meets the above definition of having a long-term care need.

When requesting carer's leave you must give the Charity notice in writing on the required form, of either three days or twice the number of working days' notice as the leave being requested, whichever is the longest. The Charity will aim to agree the requested leave wherever possible but may postpone it to another date (within one month of the requested start date) if there is good reason to believe that the leave would be too disruptive to the needs of the organisation. If your leave is postponed in this way, you will be given written

notice of the amended dates of the leave and the reasons for the postponement, within seven days of your request (or before the date you requested your leave would start, if this is earlier).

3.14 Time off for dependants

You will be allowed to take reasonable time off work without pay to deal with an emergency involving a dependant. The amount of time off which is allowed will depend on the circumstances.

For example, if a dependant is ill or injured, reasonable time off will be given to deal with the emergency – this does not mean that you will be allowed to take time off to look after the dependant personally.

3.15 Compassionate leave

Paid compassionate leave for one day will be granted to attend the funeral of a close relative. In addition, paid compassionate leave for up to three additional days will be granted in the event of the death of a spouse, civil partner, child or parent.

In the event of the death of a child (under 18 years of age), any paid compassionate leave will be paid in tandem with Statutory Parental Bereavement Pay, where you meet the qualifying criteria.

3.16 Flexible working

You have a statutory day one right to ask for your contract of employment to be varied.

Any request for a variation must relate to:

- the hours you are required to work,
- the time when you are required to work, or
- the place where you are required to work (i.e. at home or at any place of business operated by the Charity).

Requests must be made in writing to your Line Manager in the first instance and must include the following information:

- a statement that it is a request for a variation of your contract of employment, and
- the variation you are seeking and the proposed commencement date.

On receipt of your formal request, the Charity will arrange to meet with you to discuss it. The Charity will consider your request and confirm an outcome as quickly as possible. We will endeavour to conclude the process within two months, but where this is not possible, we will agree a longer timescale with you.

You can make up to two requests in any 12-month period for your contract of employment to be varied but can only have one 'live' request at a time. If the Charity grants your request, the variation will be a permanent change to your contract of employment.

If you do not meet the eligibility requirements to make a flexible working request or you would like a temporary change to your working arrangements, requests will be considered following an informal procedure. Any informal request must be made in writing and include:

- the alternate working arrangement requested,
- an explanation of the effect you think the change would have on the Charity and how it might be dealt with.

On receipt of your informal request, the Charity will arrange to meet with you to discuss it.

3.17 Jury service and attendance at court as a witness

If you are called for jury service or as a court witness, you must advise the Charity as soon as you receive the notification and provide a copy of the relevant paperwork. We recognise that jury service and court attendance is a civic duty, and you will be granted unpaid leave of absence wherever possible, except where the Charity believes that your absence on jury service is likely to cause a significant impact on the Charity, in which case you may be asked to defer (up to a maximum of 12 months). You should claim for loss of earnings from the court. You will normally be given a form from the court asking for confirmation of your normal pay, which should be completed by the Charity. If your jury service or court attendance is cancelled or completed earlier than expected, you should inform the Charity and return to work immediately.

3.18 Public duties

The Charity will allow reasonable time off without pay for designated public duties, such as a Justice of the Peace.

3.19 General

If there are any aspects of this section that are unclear, you are encouraged to put any questions you may have to your Line Manager.

4

General information

4.1 Insurance whilst on Charity business

The Charity's employers' liability insurance covers all employees for injury or death from an incident whilst working for the Charity. This is only payable when the Charity is found to have been negligent in its role as an employer.

4.2 Damage or loss to personal property

Compensation for damage to or loss of personal possessions will only be considered if the Charity can be held to have been negligent. All damage or loss should be reported to your Line Manager immediately. Where there is evidence that the accident or loss occurred through lack of care on your part, compensation will not normally be paid and you should check whether a claim could be made on your personal insurance policy to cover such circumstances.

You are advised not to leave any personal possessions or valuables unattended on the premises.

4.3 Return of Charity property

On the termination of your employment for whatever reason, you must return all Charity property in your possession or for which you have responsibility. This includes all Charity physical documents, electronic media, records, equipment, confidential information as referenced in the Confidentiality clause of your contract of employment, and any other property of the Charity of any nature and you will not, without the written consent of your Line Manager, retain these or any copies. Failure to return all such items will result in the cost of the unreturned items being deducted from any monies outstanding to you. Where insufficient remuneration is due to cover the cost, civil court action may be taken to recover any outstanding debt.

This is an express written term contained in your contract of employment.

4.4 Charity property

You are responsible for taking all reasonable care of any Charity items that are issued to you during the course of your employment and you should take all reasonable steps to ensure they are kept safe and secure at all times. You will be responsible for any damage to such items which goes beyond normal wear and tear, including any damage caused when transporting any such items. You must report any damage to or malfunction of any such items to your Line Manager as soon as possible. You may be required to sign an agreement before being issued with any Charity items, which acknowledges these responsibilities and authorises appropriate deductions if the items are damaged as above.

4.5 Change of address or personal circumstances

You must always advise the Charity, in writing, when you have a change in personal circumstances that will affect your personnel record. Particular examples include details of your address, telephone number, emergency contact, bank details and any qualifications.

You must make the Charity aware if you wish to take additional employment. In order to work more than an average of 48 hours in a week, you must sign an individual waiver form.

4.6 Health and safety

From the point of view of safety and appearance, work areas must be kept clean and tidy at all times.

You are required to take reasonable care of your own well-being and that of all other colleagues, students and visitors. The relevant health and safety notices are posted around the premises and you are expected to be familiar with their requirements.

If you have an accident or injury at work you must enter the incident in the Accident Log. The date, time and nature of the incident should be entered and whether it was witnessed. This will be reviewed by the Health and Safety manager to ensure that any continuing risks are mitigated.

4.7 Mental health and well-being

The Charity values the health and well-being of all its employees. When the stresses of personal or work life begin to have an impact on someone's mental health, it's vital that they feel supported. Promoting and protecting the mental well-being of the workforce is important for individuals' physical health, social well-being and productivity.

The Charity actively encourages employees to be open and honest about their mental health and well-being. If you feel you require any support, please speak to your Line Manager. Everyone should remember to support each other. If you feel a colleague would benefit from support, speak to your Line Manager.

4.7.1 Employee Assistance Programme

For further support when you need it, the Charity provides all employees with access to an Employee Assistance Programme (EAP) which provides confidential support and advice.

The EAP is provided by Health Assured, this service offers free, confidential support 24/7 to help you and your immediate family navigate life's challenges - whether they're personal, professional, or anything in between.

What's included:

- A 24/7 confidential helpline, staffed by qualified therapists and advisors
- Up to six structured counselling sessions, delivered by phone, video, or in person

- Support for a wide range of issues, including stress, anxiety, relationships, bereavement, financial or legal worries, housing concerns, and more
- Access for your immediate family (spouse/partner and children aged 16–24 in full-time education)

The programme is here to support your mental, emotional and practical wellbeing, and it's completely free to use.

To speak to someone or get started with support, simply call the confidential helpline on 0800 028 0199 at any time.

4.8 Hygiene

Any exposed cut or burn must be covered with a first-aid dressing.

If you are suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.

Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

Hands should be washed after using the bathroom and smoking. If you have a cold/virus, reasonable attempts should be made to prevent transmission in the workplace - such as by washing hands regularly and disposing of tissues in the bins provided.

Ensuring good personal hygiene is an important part of maintaining a comfortable working environment for all colleagues, students, and visitors. All employees should ensure that their personal hygiene is of a good standard, keeping themselves and their clothing washed and clean at all times.

4.9 Pay

4.9.1 Payslips

At the relevant payment interval you will receive a payslip giving details of all payments and deductions e.g. gross pay, income tax, national insurance, pensions etc.

4.9.2 Overpayments

If you are overpaid for any reason you are required to report this as soon as possible after becoming aware. The amount of overpayment will normally be deducted from the following payment but if this would cause hardship, alternative arrangements to repay may be made. Any failure to report an overpayment may result in disciplinary action.

4.9.3 Underpayments

If you are underpaid for any reason, you must report this as soon as possible after becoming aware. This will be investigated and if it is agreed that an underpayment has been made, correction of the underpayment will normally be made in the following payment. If underpayments have been continuing for longer than one pay period and in

the Charity's opinion it is not feasible to correct it in one payment, alternative arrangements to repay may be made.

4.9.4 Income tax

In compliance with the law, you will receive a P60 each year detailing earnings and payment of Income Tax and National Insurance. You should keep this document in a safe place once received.

5

Charity facilities and amenities

Unless specified to the contrary in your Contract of Employment, the benefits and facilities in this section are discretionary and may be withdrawn or altered by the Charity at any time.

5.1 Food and drink facilities

These facilities are provided for the convenience of all employees. Please ensure that all facilities are left in a clean and tidy condition after use. Care must be taken when using hot/electrical equipment and you must adhere to all health and safety rules concerning their use.

Please note that for health and safety reasons personal portable electrical appliances must not be brought onto the premises.

5.2 Site working

When working on a customer's site you are required to follow the customer's own site rules and procedures. There is no obligation on our customers to make their site services and facilities available to our employees.

5.3 Parking

The Charity provides parking facilities for use by customers, visitors and employees. Vehicles must be parked sensibly and the Charity does not accept liability for damage or loss to employees' private vehicles.

6

Charity procedures

6.1 Disciplinary procedure

6.1.1 Purpose

The Charity firmly believes that the fairest way to resolve any problems relating to conduct or performance is to have a well-structured disciplinary procedure. The procedure is designed to help and encourage all employees to achieve and maintain the Charity's standards of conduct, attendance and performance and should be looked upon as a corrective process.

As a Charity we will not be biased against individual characteristics and beliefs and we will ensure that these factors do not have an impact on the disciplinary process. Examples of such individual characteristics and beliefs include those related to age, disability, gender reassignment, marriage and civil partnership, maternity, pregnancy, race, religion or belief, sex and sexual orientation. It is important that if there are any reasons that could be impacting upon your performance or conduct at work, then the Charity are made aware of this at the earliest opportunity. These could be personal issues or issues relating to health. If a situation arises where the disciplinary process is appropriate, we will ensure that all individuals will be treated fairly and will not be discriminated against because of their individual characteristics.

Please read the following principles and procedures carefully as they form an important part of your terms and conditions of employment:

6.1.2 Principles

Apart from an informal verbal warning, you have the following rights in relation to disciplinary action:

- to be informed of the allegations of misconduct or poor performance to be addressed at any disciplinary hearing,
- to be accompanied by a work colleague or by an accredited trade union official,
- to appeal against any disciplinary action.

6.1.3 The procedure

6.1.3.1 Formal verbal warning

In the case of conduct, attendance or performance not reaching the required standard, the problem will be discussed with you at a disciplinary hearing where you will be given the opportunity to offer a satisfactory explanation. If the explanation is unsatisfactory, you will

be issued with a formal verbal warning. The topics discussed at the meeting will be confirmed in writing to you and the verbal warning will remain on your file for six months.

6.1.3.2 Written warning

A written warning will be issued following a disciplinary hearing where there is a current formal verbal warning on your file and sufficient improvement has not been made or where the misconduct or poor performance is serious enough to warrant the Charity bypassing the formal verbal warning stage. A written warning will remain on your file for 12 months.

6.1.3.3 Final written warning

If there is still insufficient improvement in your conduct, or if your performance is still unsatisfactory, you will be asked to attend a further disciplinary hearing. If no satisfactory explanation is offered for the lack of improvement, you will be issued with a final written warning that will remain on your file for 12 months.

If the misconduct is sufficiently serious to warrant only one warning but is not sufficiently serious to justify dismissal, a final written warning will be issued. You will be informed in your final written warning that any further misconduct or failure to meet the required standard may result in your dismissal.

6.1.3.4 Dismissal

Dismissal will normally result if you still fail to achieve the standard of conduct or performance required by the Charity. You will be given every opportunity to offer an explanation for your failure to meet the required standards at a final disciplinary hearing. As with all previous stages of the disciplinary procedure you will be offered the right to be accompanied and the right to appeal against the decision.

If you are dismissed, you will be provided, as soon as is reasonably practicable, with the reasons for dismissal, the date on which your employment will terminate and details of how you may appeal.

6.1.3.5 General

You will always be given as much information as possible regarding the allegations of misconduct, or any documentation detailing the shortfall in performance or capability that will form the basis of the disciplinary hearing. You will also be given fair and reasonable notice of the date and time of the hearing and whenever possible the disciplinary hearing will be held during your normal working hours.

Any disciplinary action will only be taken after a full investigation of the facts.

The Charity reserves the right to vary the disciplinary procedure dependent on either the seriousness of the allegations of misconduct or capability to be addressed, or if you only have a short amount of service. It also reserves the right to call on a third party to assist with the disciplinary process.

If you are a short service employee or are still within the probationary period, you may not be issued with any warnings before dismissal.

As well as issuing a disciplinary sanction, the Charity may make a deduction from your pay for the cost of any damage or loss to Charity property. This is an express written term contained in your contract of employment.

6.1.3.6 Suspension

We have the right to suspend you where we consider it necessary. If you are suspended, you will receive your normal rate of pay.

6.1.4 Conduct covered

6.1.4.1 Conduct at work

The Charity expects all employees to behave in a reasonable manner and in line with the expected standards of the Charity. The following list provides examples of the type of conduct that the Charity would expect:

- To be punctual for the start of work and to keep within the break times.
- To give regular attendance at work and to minimise all absenteeism.
- To be courteous, helpful and polite to all those with whom you have contact.
- To devote all your time and attention, whilst at work, to the Charity and ensure that all its property including confidential information, records, equipment, information technology, etc., is kept safe and used correctly. You should raise with your Line Manager if there are any issues that may be affecting your performance at work.
- To comply with all relevant industry regulatory rules and/or Charity rules and regulations and to observe and perform all the terms of your employment as set out or referred to in your Contract of Employment.
- Employees are to ensure they have no conflict of interest regarding competitors with the Charity.

6.1.4.2 Conduct outside working hours

Normally the Charity has no jurisdiction over employee activity outside working hours. Behaviour outside working hours will only become an issue if the activities adversely affect the Charity.

Adverse publicity, bringing the Charity name into disrepute, or actions that result in loss of faith in the Charity, resulting in loss of business, or loss of faith in the integrity of the individual, will result in the disciplinary procedure being instigated.

The detriment suffered by the Charity will determine the level of misconduct and it will also determine which disciplinary stage is most appropriate to suit the circumstances.

If the actions cause extreme embarrassment or serious damage to the Charity's reputation or image, a decision may be taken to terminate the employment.

The Charity's procedures covering disciplinary hearings and appeals still apply.

6.1.5 Charity social activities

If you attend a Charity social activity, you are responsible for your own actions, behaviour and conduct. The Charity accepts no liability whether vicariously or otherwise for actions contrary to the explicit and implied expectations of professional behaviour. The Charity reserves the right to take disciplinary action for inappropriate behaviour or conduct at Charity social events in or outside working hours.

6.1.6 Gross misconduct

Gross misconduct may result in summary dismissal, which means you lose your right to notice or pay in lieu of notice.

Here is a list of offences that are normally regarded as "gross misconduct". It is not exhaustive, but it describes the kind of offence that can result in summary dismissal.

- Deliberate failure to comply with all relevant industry regulatory rules and/or the published rules of the Charity, including those covering cash handling, security, health and safety, equality, diversity and inclusion, the Internet, etc.
- Deliberate falsification of records.
- The committing of offences against current discrimination legislation whilst acting on behalf of the Charity.
- Fighting or assaulting another person.
- Using threatening or offensive language or behaviour towards anyone including towards students, service users, visitors, other employees or workers.
- Bringing any item which could be classed as a weapon onto the work premises, including any item that has a blade or point or any firearm unless for work related reasons.
- Your work performance becoming affected through: your consumption of alcohol, taking drugs and/or illegal substances, substance misuse (e.g. solvent abuse); you taking legal highs and/or psychoactive drugs and/or drugs covered by the Misuse of Drugs Act 1971 ('controlled drugs') when these are not prescribed; or your failure to follow medical instructions on prescribed medication.
- Possession of alcohol with the intention to consume at work, or the illegal use, dispensing, distribution, possession, sale or offer to buy any drugs at work, which includes controlled drugs, 'legal highs' or substances such as solvents where it is known, or could reasonably be known, to be for use as a means of achieving an altered state of mind or consciousness.
- Being in unauthorised possession of Charity property.
- Obscene behaviour.
- Behaviour likely to bring the Charity into disrepute.
- Wilful and deliberate damage to or misuse of Charity property.
- Refusal to carry out reasonable duties or instructions.

- Conviction on a criminal charge that is relevant to your employment with the Charity.
- The misuse, including but not limited to use for personal gain, of confidential information in the course of working for the Charity.
- Undertaking private work on the premises without permission.
- Being involved with any company, client or agent who is in direct competition with the Charity without permission.

6.1.7 Disciplinary appeal procedure

At each stage of the disciplinary procedure, you will be given the right of appeal. If you wish to exercise your right of appeal, you should put your reasons in writing to the individual detailed in the disciplinary outcome letter within five days of receiving written confirmation of the disciplinary decision taken against you. You will need to explain why you feel the decision is unfair, or inappropriate in relation to the matters addressed at the disciplinary hearing.

If you have any new information or evidence to support your appeal, please give details in full and include the names of any witnesses you may wish to call to support you in your appeal. This is in order that there will be sufficient time to investigate any additional information before the appeal hearing. You are entitled to be accompanied at the appeal hearing by a work colleague or by an accredited trade union official.

Although the purpose of the appeal is to review any disciplinary penalty imposed, it cannot increase the disciplinary penalty.

The decision of the person dealing with your appeal is final.

6.2 Grievance procedure

A grievance procedure is quite simply a way for all employees to discuss any problems, or air their views on any dissatisfaction that relates to their work. An informal discussion can often resolve matters, but if you wish to raise the grievance formally, it should be done in the following way.

Submit your formal written grievance to your Line Manager (or an alternative Manager as appropriate) who will make every effort to hear your grievance within five working days. If you feel that you need help in putting your point of view across, you may ask a work colleague or an accredited trade union official to be present to help you explain the issue you are raising.

If you are not satisfied with the outcome of your meeting, tell the person who dealt with your grievance that you wish to take the matter further and intend to appeal against the outcome.

Submit your formal written appeal to the individual detailed in the grievance outcome letter within five days of receiving written confirmation of the grievance decision, including an explanation of why you are dissatisfied with the original decision. Every effort will be made to hear your appeal within five working days and you may ask a work colleague or an accredited trade union official to be present to help you. Although the Charity will always

be willing to try to resolve your grievance as amicably as possible, a decision reached at the appeal stage is final.

Please note that the Charity reserves the right to call on a third party to assist in resolving grievances.

6.3 Performance management policy and procedure

6.3.1 Performance reviews

You will normally attend an annual performance review discussion with your Line Manager.

Our policy is to monitor your work performance on a continuous basis so that we can maximise your strengths and help you to overcome any possible weaknesses.

6.3.2 Performance improvement – informal

If we have any concerns about your performance, we will normally work with you to help improve it informally first. This may include providing you with training, meeting with you and monitoring your performance. The meeting will be used to:

- identify areas of concern,
- clarify the required standards expected,
- establish the likely causes of poor performance and identify any training or support needs, and/or
- set targets for improvement and a reasonable timescale for review.

At each stage of this procedure (where appropriate) we will consider whether the unsatisfactory performance is related to a disability and, if so, whether there are any reasonable adjustments that could be made to assist you.

You may be set a development/improvement plan which outlines the key areas we require improvement on, the support to be provided and the timescales to demonstrate this improvement.

We understand that it can be difficult to have discussions about performance improvement. We aim to deal with any performance issues sensitively, constructively, and as far as possible, in confidence. However, it is important for our business that our employees perform to a satisfactory standard.

If an informal approach to improving performance is unsuccessful, it may result in formal action, which will be managed using the performance disciplinary procedure below.

6.3.3 Performance improvement - formal

Formal meetings will follow along the disciplinary process set out in the Handbook. At a formal meeting, we will normally:

- set out the required standards that we believe you may have failed to meet, and go through any relevant evidence that we have gathered;
- allow you to ask questions, present evidence, respond to evidence and make representations;

- establish the likely causes of poor performance including any reasons why any measures taken so far have not led to the required improvement;
- identify whether there are further measures, such as additional training or supervision, which may improve performance; where appropriate, discuss targets for improvement, outline a timescale for review and detail the consequences of failing to improve within the review period.

During the review period, your performance will be monitored and at the end of the review period, we will inform you of the next step. If we are satisfied that you have met the targets for improvement, no further action will be taken.

The consequences of unsatisfactory performance may include a series of formal warnings, which, in the absence of satisfactory improvement could in due course result in dismissal.

If dismissal is a possibility, we will establish whether there is any likelihood of a significant improvement being made within a reasonable time and whether there is any practical alternative to dismissal, such as redeployment.

You will have the right to be accompanied by a work colleague or trade union representative at any meeting where you may receive a formal warning or potential dismissal. You will also have a right of appeal.

The Charity reserves the right to act at any warning level or to skip warning levels, depending on the circumstances of the case.

6.4 Public interest disclosures

Employees and workers who make public disclosures, generally about wrong doings in the workplace, are commonly referred to as “whistleblowers”. Under certain circumstances “whistleblowers” are protected under legislation for disclosing information that is known as “qualifying”. A qualifying disclosure must relate to:

- committing a criminal offence,
- failing to comply with a legal obligation,
- a miscarriage of justice,
- endangering the health and safety of an individual,
- environmental damage,
- sexual harassment, or
- concealing any information relating to the above.

All employees are legally protected if they make a qualifying disclosure relating to any of the above points. Anyone wishing to make a disclosure is strongly recommended to raise the issue with their Line Manager in the first instance so that, where appropriate, there is an opportunity to address the area of concern.

Where an employee wishes to make a disclosure that concerns a matter that cannot be dealt with through the above procedure, it should be raised with *Protect*, an independent whistleblowing charity, on 020 3117 2520.

The Charity is committed to good practice and high standards and to being supportive to staff who raise genuine concerns, even if they turn out to be mistaken. However, to ensure

the protection of all our staff, those who raise a concern frivolously, maliciously and/or for personal gain and/or make an allegation they do not reasonably believe to be true will also be liable to disciplinary action.

6.5 Claiming and accounting for expenses

If you incur or anticipate incurring legitimate expenses on the Charity's behalf there are various methods of reimbursement and/or advance funding. Claims can only be made for expenses incurred wholly in respect of business purposes and should be only spent when known to be budgeted for. If in doubt, seek pre-approval from your Line Manager or the budget holder.

6.5.1 Petty cash

Amounts may be claimed by presenting the receipts to your Line Manager for approval of reimbursement.

6.5.2 Expense claim forms

All expenses must be claimed for in detail and backed up by VAT receipts for the relevant items. Claim forms should be submitted to your Line Manager as soon as possible for approval of reimbursement.

6.5.3 Charity credit and debit cards

If you are issued with a Charity credit or debit card all expenditure must be accounted for. All receipts including VAT receipts must be submitted to your Line Manager as soon as possible for approval.

Charity credit and debit cards must not be used for personal expenditure. Any expenditure found to be of a non-business nature and therefore not approved will require reimbursement from the employee who incurred the spend.

6.6 Rights of search

The Charity has a contractual right of search in order to combat misappropriation of Charity property, stock losses, or if the Charity genuinely believes that drugs or any illegal substances are on the premises. The right of search is to address problems relating to the above issues.

Under the rights of search procedure the Charity may carry out random checks on the identity, person, and property, including vehicles of employees at any time whilst they are on Charity premises or business. It is understood that such checks in themselves do not imply suspicion in relation to the individual concerned.

You may be asked to remove the contents of your pockets, bags, vehicle, etc., and you will have the right to be accompanied by a third party who is on the premises at the time of search.

If a personal search is deemed to be necessary, you will be entitled to be searched by a member of the same sex.

Any refusal will be regarded as a refusal to carry out a reasonable instruction and will normally result in dismissal.

The Charity reserves the right to call the police for assistance at any stage.

6.7 Safeguarding

Safeguarding is the protection of a person's well-being, health and human rights, allowing them to live safely without neglect, harm or abuse.

The Charity expects all employees to understand, recognise and report any suspected or actual abuse in line with our safeguarding policies and procedures.

Abuse and neglect can take many forms and can be unintentional. It can include physical, sexual, emotional, financial or material, discriminatory and institutional abuse. Abuse of vulnerable people does not have to be deliberate, malicious or planned. It sometimes happens when people are trying to do their best but do not know the right thing to do.

Employees have a responsibility and duty of care to the people they care for and support. If you see or are given information that causes you to be concerned about a vulnerable person, you must raise this with your Line Manager immediately.

6.8 Criminal records

All posts within the Charity are exempt, because of the nature of the work, from the provisions of Section 4(2) of the Rehabilitation of Offenders Act 1974, by virtue of the Exceptions Order 1975 as amended. This means that all convictions, including those that are "spent" under the terms of the Rehabilitation of Offenders Act 1974, but excluding those that are "protected" under the Exceptions Order, will be made known to us. Criminal record checks are carried out on all employees at the commencement of their employment and any subsequent safeguarding investigations or suspensions, police arrests, criminal charges or convictions must be notified to the CEO/Principal. "Convictions" include convictions in a court of law, police cautions, reprimands and final warnings.

6.8.1 Vetting and Barring Scheme

If your work is classed as a 'regulated activity' under the above scheme we will be required to check whether or not your name is included on the Children's List maintained by the DBS as being barred from working with children.

In addition, if we believe that you are guilty of misconduct that has harmed or placed a child at risk of harm, we have a statutory duty to refer your name to the DBS for possible inclusion on the Children's List. This duty also applies in relation to ex-employees.

6.8.2 Disqualified persons

It is an offence for a disqualified person to work in childcare.

If you become disqualified you must notify the CEO/Principal. Any failure to do so will be treated as a serious breach of the rules and will result in disciplinary action being taken, up to and including summary dismissal.

In certain circumstances a disqualification can be waived in accordance with Regulation 10 of the Childcare (Disqualification) Regulations 2009.

6.9 Statements to relatives

Statements or opinions relating to a child's physical or mental progress must only be given by designated staff.

6.10 Charity vehicles

The use of Charity vehicles requires express approval from your Line Manager and the private use of commercial vehicles requires further authorisation. Unauthorised passengers must not be carried in commercial vehicles, nor may any vehicle be used for personal gain.

Once the use of a vehicle has been approved you must ensure that the vehicle is kept clean and tidy, in a roadworthy condition, and that all normal engine and vehicle inspections are carried out at the designated intervals.

If you have an incident involving a vehicle, whether or not personal injury or vehicle damage occurs, you must make a full written report of the incident. All driving accidents and vehicle losses will be investigated as the Charity deems appropriate and the Charity may make a deduction from your pay for the cost of any damage or loss to the vehicle. If the Charity decides that you are at fault, you will be subject to disciplinary action. If the Charity reasonably decides to use any insurance policy to claim for the losses incurred, the amount of any deduction will be no more than the insurance excess.

You must produce your driving licence before permission to use a vehicle is first given and it must be produced at regular intervals thereafter, as notified by us. Any type of driving conviction or summons must be reported immediately to your Line Manager and you agree to allow us to access your online driving licence information.

You must comply with all statutory regulations and/or Charity regulations regarding the recording of daily mileage, journeys undertaken and driving hours.

To reduce the chance of theft, you must ensure that any valuable items are not on display in the vehicle and the vehicle must be locked at all times when unattended. Valuables must be removed from the vehicle overnight. If it is found that a valuable item has not been removed or made secure when the vehicle is unattended, and the item is subsequently stolen, then you will be liable for either the cost of replacement of the item or where the item is insured, the cost of the insurance excess where it is reasonable in the circumstances to claim on the insurance. You agree that any costs can be deducted from any monies owed to you.

Whilst you may find it necessary to use a mobile phone during the course of your work, the Charity prohibits the use of handheld mobile phones while driving and will not be liable for any fines or penalties incurred by you using a Charity mobile phone unlawfully.

Failure to return the vehicle in a good condition will result in the costs or losses being deducted from any monies outstanding to you. This is an express written term contained in your contract of employment.

6.10.1 Fines

Any fines or prosecutions arising from any motoring offence either moving or static will be your responsibility. Notices relating to such fines received by the Charity will be passed to

you. Fines not paid will be settled by the Charity on receipt of the first reminder and deducted from any monies, including salary and expenses, due to you.

6.10.2 Use of private vehicles on Charity business

The use of your own vehicle for Charity business requires authorisation. Once authorised, you may claim a mileage allowance providing the Charity has agreed the travel in advance.

If you are driving on Charity business, you must hold a full driving licence that is valid in, and allows you to drive the vehicle in, the UK. You are responsible for ensuring that your vehicle is in a roadworthy condition, with a valid MOT certificate (if applicable) and current vehicle tax, and that you have adequate insurance cover in place before undertaking any business travel. The Charity will not accept any liability for losses or detriment suffered by you in the event of an accident, prosecution or fine that is caused or arises from your own failure to comply with any legal requirements.

7

Charity policies

7.1 Equality, diversity and inclusion policy

7.1.1 Statement of policy

The Charity is fully committed to providing equal opportunities for all employees, workers and job applicants. The Charity aims to create a culture that encourages and values diversity and that appoints, rewards and promotes staff based on merit.

It is unlawful to discriminate against any employee, worker or job applicant because of any “protected characteristic”, namely age, disability, gender reassignment, marriage or civil partnership status, pregnancy and maternity, race (including colour, nationality and ethnic or national origin), religion or belief, sex or sexual orientation.

The aim of this policy is to ensure no job applicant or employee is discriminated against either directly or indirectly on any unlawful grounds.

The Charity has overall responsibility for ensuring that this policy is implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice.

The Charity will ensure that the policy is circulated to any agencies responsible for its recruitment and a copy of the policy will be made available for all employees and made known to all applicants for employment.

The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.

The Charity will maintain a neutral working environment in which no worker feels under threat or intimidated.

Discrimination is unacceptable and breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action.

7.1.2 Recruitment, selection and career development

The Charity will endeavour, through appropriate training, to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.

Promotion and career development will be made on merit. If you have any specific needs, the Charity will accommodate and support you as far as practicable. All decisions relating to this will be made within the overall framework and principles of this policy.

Job descriptions, where used, will be in line with this equality, diversity and inclusion policy. Job requirements will be reflected accurately in any person specifications.

The Charity will adopt a consistent, non-discriminatory approach to the advertising of vacancies.

The Charity will not confine its recruitment to areas or social media sources that provide only, or mainly, applicants of a particular group.

All applicants who apply for jobs with the Charity will receive fair treatment and will be considered solely on their ability to do the job.

All employees involved in the recruitment process will periodically review their selection criteria to ensure that they are related to the job requirements and do not unlawfully discriminate.

Shortlisting and interviewing will be carried out by more than one person where possible.

Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.

The Charity will not reject any applicant because they are unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the job.

7.2 Bullying, harassment and victimisation policy

The Charity will not tolerate any form of bullying, harassment or victimisation.

The purpose of this policy is to inform employees of the types of behaviour that are entirely unacceptable and to explain what solutions there are for employees who may suffer the unlawful actions of bullying, harassment or victimisation. It also sets out the steps that the Charity will take to deal with any employee complaints of bullying, harassment, including by third parties such as visitors to the premises, and victimisation.

We provide a separate but similar policy for use by workers and agency staff, which confirm that the Charity will not tolerate any form of bullying, harassment or victimisation.

The Charity intends to provide a neutral working environment and a culture that is diverse, equitable and inclusive. No one should feel threatened or intimidated and all should be treated with dignity and respect. All employees are required to uphold, promote and apply this policy.

This policy also applies to work social events, such as a Christmas party, and to social media posts and interactions on social media between colleagues, which will still be classed as 'work situations'.

7.2.1 Bullying

Bullying can be described as offensive, intimidating, malicious or insulting behaviour, and/or an abuse or misuse of power through means intended to undermine, injure or humiliate the recipient. Bullying may be physical, verbal or non-verbal conduct. Obvious examples are:

- Threats of or actual physical violence.
- Unpleasant or over repeated jokes about a person, including name-calling.
- Unfair or impractical performance requirements or targets.
- Constantly criticising someone's work.
- Making threats about job security.
- Excluding someone from team social events.
- Removing someone from a team social media group because they have raised a complaint of bullying.

7.2.2 Harassment

Harassment is a discriminatory act, and employees can be personally liable for harassment claims. The protected characteristics relevant to harassment are age, disability, gender reassignment, race, religion or belief, sex and sexual orientation.

Harassment can be difficult to define as it can take many forms but generally involves unwanted behaviour towards others related to a relevant protected characteristic, which has the purpose or effect of violating the victim's dignity; or creating an intimidating, hostile, degrading, humiliating or offensive environment ('a hostile environment') for them. It may also be that the victim doesn't have the relevant protected characteristic, but witnessing the harassing behaviour has still created a hostile environment for them.

The following are examples of harassing behaviour:

- Derogatory comments about someone's clothing that are related to a protected characteristic, for example in relation to religious clothing.
- 'Jokes' or 'banter' against a protected characteristic, for example racist 'jokes'.
- Consistently using the wrong names and pronouns following a gender identity transition.
- Mimicking or making fun of someone's disability.
- Marginalising someone because they are of a particular race.

7.2.3 Sexual harassment

Sexual harassment is any unwanted sexual conduct that has the purpose or effect of violating a person's dignity or creating a hostile environment for them.

The law requires employers to take reasonable steps to prevent sexual harassment of workers in the course of their employment.

Examples of sexual harassment include:

- Unwelcome sexual invitations or pressure to meet up socially on a date.
- Displaying sexually explicit material.
- Unwanted physical sexual behaviour, for example caressing or grabbing in a sexual manner.

- Leering or making sexually suggestive gestures.
- Sending pornographic material.

Harassment also includes unwanted sexual conduct, or that is related to sex or gender reassignment, which creates a hostile environment and because of a rejection of, or submission to, the conduct, the harasser treats the person less favourably. For example:

- Threatening that an employee will lose their job because they have refused to enter into a sexual relationship with the manager.
- Spreading malicious rumours about someone's transgender status and then refusing to promote them because they raised a grievance about this.

7.2.4 Third party harassment

Third-party harassment occurs where a person is harassed by someone who does not work for the same employer, such as a visitor or supplier. We recognise the seriousness of third-party harassment, and we have zero tolerance towards this. Employees are encouraged to report any incidents of harassment by third parties which they experience or witness.

7.2.5 Victimisation

Victimisation means treating someone badly because they have done, or are suspected of doing or intending to do, any of the following protected acts:

- Bringing proceedings under the Equality Act 2010.
- Giving evidence or information in connection with proceedings under the Equality Act 2010.
- Doing anything else in connection with the Equality Act 2010.
- Alleging that a person has breached the Equality Act 2010.

An example of victimisation may include a manager bringing false disciplinary proceedings against an employee because they complained they were being sexually harassed.

7.2.6 The procedure

Any allegation of bullying, harassment or victimisation will be dealt with seriously, promptly and in confidence. Employees who feel they have been subject to bullying, harassment or victimisation must not hesitate in using this procedure, including if they have any complaints of third-party harassment. An employee will not be victimised for raising a complaint of bullying, harassment or victimisation.

However, following a full investigation, if the Charity finds that the complaint is not upheld and in addition, has grounds to believe that the complaint was brought in bad faith, disciplinary action may be taken under the Charity's disciplinary procedure.

Allegations of bullying, harassment or victimisation in a work situation (which includes work social events and interactions on social media between colleagues) are likely to be classed as allegations of gross misconduct which may lead to disciplinary action up to and including summary dismissal (or ending their engagement in the case of a worker). If any employee harasses (including sexual harassment) or victimises anyone outside of a work situation, but where the incident is relevant to that employee's suitability to carry out their

role at the Charity, then this would also be classed as an allegation of gross misconduct. When considering allegations of bullying, harassment or victimisation, aggravating factors such as an abuse of power over a more junior colleague will be taken into account when deciding on appropriate action.

In less serious cases, other potential remedies could include formal warnings, all-party meetings, informal mediation and informal warnings.

In the case of third-party harassment, potential actions to remedy a complaint or prevent it happening again, could include warning the third-party about their behaviour, banning the third-party from the workplace, reporting any criminal acts to the police or sharing information with the third-party employer, if appropriate.

If you encounter any incident of bullying, harassment or victimisation, including third-party harassment, please do raise your concerns with your Line Manager (or an alternative Manager as appropriate) as soon as possible. However, if you do not feel comfortable speaking with your usual point of contact, please raise your concerns with any other member of the Senior Management Team.

When you raise an issue, we will also talk with you about how you would like it dealt with and resolved.

7.2.6.1 Informal complaints process

If you prefer, you can raise the matter informally. Please be assured that we will deal with an informal complaint as seriously as a formal complaint.

You may or may not want your Line Manager (or an alternative Manager as appropriate) to speak to the individual on your behalf and, where possible, we will respect your wishes. However, if the welfare or safety of you or others is at risk or where it is necessary given the nature of the allegations, we may have no choice but to approach the individual and potentially instigate a formal investigation. In such a case we will, wherever possible, discuss this with you first.

You may prefer to raise the matter directly with the employee themselves, to make it clear that their behaviour is upsetting or offending you. This is entirely your choice and you should not feel obliged to tackle the matter directly. However, if you choose to deal with the matter directly, we would ask you to flag your concerns with your Line Manager (or an alternative Manager as appropriate) for support and in order to notify us of the concerning behaviour.

If you are not the direct victim, but instead witness any bullying, harassment or victimisation, we would also ask you to raise this with your Line Manager (or an alternative Manager as appropriate) as soon as possible, in order for your concern to be actioned appropriately.

7.2.6.2 Formal complaints process

If the informal approach fails or if you wish to deal with the matter formally from the outset, you should raise the matter formally by putting your concerns in writing or by raising a formal grievance under the Charity's grievance procedure. You should preferably provide as much information as possible to assist in investigating your formal complaint, including the name of the harasser, the nature of the harassment, the names of any witnesses and details of when and where the acts took place.

Again, if you are not the direct victim, but instead witness any bullying, harassment or victimisation, you are still able to address this formally by raising your concerns in writing or submitting a grievance through the formal grievance procedure if you prefer.

7.2.7 Sensitivity and confidentiality

Anyone involved with an informal or formal complaint about bullying, harassment or victimisation, including witnesses, must keep the matter strictly confidential and act with appropriate sensitivity to all parties.

If you are found to have breached confidentiality or acted without due care or sensitivity in a case of bullying, harassment or victimisation, we may take disciplinary action against you under the Charity's disciplinary procedure, up to and including dismissal.

In all cases we will need to consider our duty of confidentiality that we owe to all employees, for example we may not be able to share details about the actions taken against the alleged harasser with the complainant.

7.2.8 Consequences of breaching this policy

Incidents of bullying, harassment or victimisation, including authorising or condoning such behaviour, will be treated as potential gross misconduct and may result in summary dismissal.

7.2.9 Training

All new starters must attend training on this policy as part of their onboarding programme.

Every current employee must attend regular training as an update on this policy.

7.3 Anti-bribery policy

7.3.1 Introduction

The Charity values its reputation for ethical behaviour and for financial probity and reliability. It recognises that over and above the commission of any crime, any involvement in bribery will also reflect adversely on its image and reputation. Its aim therefore is to limit its exposure to bribery by:

- setting out a clear anti-bribery policy,
- establishing and implementing anti-bribery procedures as appropriate,
- communicating this policy and any relevant procedures to employees and to others who will perform services for the Charity,
- undertaking appropriate due diligence measures before engaging others to represent the Charity in its business dealings,
- monitoring and reviewing the risks and the effectiveness of any anti-bribery procedures that are in place.

7.3.2 Policy

The Charity prohibits the offering, giving, solicitation or acceptance of any bribe (whether cash or other inducement):

- to or from any person or company (wherever they are situated and whether they are a public official or body or private person or company),
- by any individual employee, agent or other person or body acting on behalf of the Charity,
- in order to gain any commercial, contractual or regulatory advantage for the Charity in a way that is unethical,
- or, in order to gain any personal advantage (pecuniary or otherwise) for the individual or anyone connected with the individual.

This policy prohibits any inducement that results in a personal gain or advantage to the recipient or any person or body associated with them, and which is intended to influence them to take action that may not be solely in the interests of the Charity or of the person or body employing them or whom they represent.

This policy is not meant to prohibit normal and appropriate hospitality or the giving of a gift on a festival or at another special time, providing they are customary in a particular market, are proportionate and are properly recorded.

Inevitably, decisions as to what is acceptable may not always be easy. If you are in any doubt as to whether a potential act constitutes bribery, the matter should be referred to your Line Manager before proceeding.

7.3.3 Employees' responsibility

The prevention, detection and reporting of bribery is the responsibility of all employees and the Charity is committed to:

- encouraging employees to be vigilant and to report any suspicion of bribery,
- providing employees with suitable channels of communication and ensuring that sensitive information is treated appropriately,
- investigating instances of alleged bribery and assisting the police and other appropriate authorities in any resultant prosecution,
- taking disciplinary action against any individual(s) involved in bribery.

Any suspicion of bribery should be reported in confidence to the CEO who has overall responsibility for bribery prevention.

7.4 Communication and representation policy

7.4.1 Introduction

The Charity will take every step to communicate to all employees with particular respect to its products, services, and plans for the future, etc. It also encourages employees to express their views in terms of suggestions and opinions.

7.4.2 Notice boards

All statutory notices, vacancies, internal information and all other matters of general interest will be displayed on the official notice board.

7.4.3 The Employee Handbook

All employees will be given a copy of this handbook or advised where it can be accessed electronically at the beginning of their employment with the Charity. After that time a copy will always be available on the Charity website.

7.4.4 Trade Union membership and recognition

The Charity recognises your right either to join or not to join a trade union of your choice.

The Charity has no recognition agreement with any union and as a result no paid union officials will be allowed on the premises except for the purpose of representation at a disciplinary or individual grievance meeting or any associated appeal meeting.

7.4.5 Telephones

Employees may use the Charity's telephone system for local calls within reason and in cases of personal emergency. If possible, authority should be sought from your Line Manager or other appropriate Manager before the call is made and if not before, then as soon as possible afterwards.

7.4.6 Mobile phones

The cost of excessive private calls data used made from the Charity's mobile phones must be reimbursed to the Charity. Personal mobile phones should be kept on silent during working hours and may only be used during designated breaks.

7.4.7 Postal mail

All posted mail delivered to the Charity is normally opened centrally even if it is addressed as personal or has confidentiality marking. Therefore, no personal mail should be sent to the Charity without permission (e.g. 'signed for' parcels) or personal mail sent out using the Charity's system.

7.5 Information technology policy

7.5.1 IT usage

You must keep your passwords confidential and must not disclose them to any other party.

You are not permitted to load any software on to the Charity's IT systems or equipment without prior permission from the Senior Management Team.

On the termination of your employment, or at the Charity's request, you must return all information that you have in a computer compatible format to a nominated member of staff.

All information, programs and systems created during the course of your employment with the Charity will remain the property of the Charity.

You are not permitted to play games in Charity time or on Charity equipment at any time.

7.5.2 Email and messaging systems

The Charity may give you access to an email facility and other messaging systems in order to improve business communication and efficiency. This is the primary purpose of these systems and although personal messages are permitted, the primary purpose of these systems should be remembered. The Charity asks that you do not abuse the facility.

With this in mind it is important that email or messages are not used to spread gossip or to distribute information, jokes or graphics that are or could be said to be, any of the following:

- sexist or sexual in nature,
- racist or otherwise discriminatory,
- obscene,
- offensive,
- defamatory,
- malicious and/or unacceptable nature,
- otherwise conflicting with the interests of the Charity.

The distribution of chain letters by email or message is also expressly forbidden.

You must not use emails or messages to distribute information that is confidential in nature, unless the permission of the customer and/or your Line Manager has been given in advance. You must not use emails or messages to distribute anything that is copyright protected or to pursue or promote personal business interests. If in doubt, guidance should be sought from your Line Manager.

Messages sent by email or other messaging systems could give rise to legal action against the Charity. It is therefore important that thought is given to the content of all messages as in some cases they can be seen as a legally binding agreement even if you do not hold this authority within the Charity's procedures and management structures.

The Charity reserves the right to retrieve messages in order to assess whether the facility is being used for legitimate purposes, to retrieve information following suspected computer failure or to investigate alleged acts of wrongdoing. The Charity will not, however, monitor emails as a matter of course.

Misuse of the email facility will result in disciplinary action.

7.5.3 Internet use

You have a duty to use the Internet responsibly.

You must not access or display any sites or pages that are sexually explicit or offensive. Any breach of this rule may result in dismissal. If you receive information from, or access any such site unintentionally, the device must be closed down or disconnected from the network and a member of the Senior Management Team must be informed immediately.

Sensible and limited personal use of the Internet is permitted. Abuse of this rule, such as excessive downloading or streaming to computers or devices may result in disciplinary action.

7.5.4 Social media

The use of social networking sites for personal purposes during working time or on Charity IT equipment is not permitted and is a breach of Charity rules.

When using social networking sites away from work, you must ensure that, if adding personal news items, you do not include reference to the Charity by name or by photograph, or to any employee, worker, student, customer or any other person or organisation connected with the Charity, or any of their relations or friends unless authorised by the Charity to do so. Failure to comply with this policy will be treated as a serious breach of the rules and will result in disciplinary action being taken, up to and including summary dismissal.

Any use of social networking sites that brings the Charity into disrepute or breaches the equality, diversity and inclusion policy or bullying and harassment policy, will be regarded as gross misconduct and will result in summary dismissal.

7.6 Employee data

We hold personal data on all our employees to meet legal obligations and to perform vital internal functions. Our employee data privacy notice details the personal data we may retain, process and share with third parties relating to your employment and vital business operations. We are committed to ensuring that your information is secure, accurate and relevant. To prevent unauthorised access or disclosure, we have implemented suitable physical, electronic, and managerial procedures to safeguard and secure personal data we hold.

We retain employee data for as long as it is required for the purpose for which it was originally obtained or for compliance with audit or other legislative requirements whichever is longer. In many cases this will be for a period of six years plus one month following the end of your employment with us or the end of the calendar year. Some records may be kept for longer than this to comply with Health and Safety at Work or other legislation, or for other legislative or legal reasons.

If you would like to see a copy of our employee data privacy notice, please contact the CEO.

7.7 Training policy

7.7.1 Introduction

Day to day training is the responsibility of Line Managers who can call on specialised skills and knowledge within the Charity and from external sources for advice on training matters.

7.7.2 Aims

The aims of the policy are:

- To provide induction training for all new employees, including relevant health and safety information.

- To provide job specific training to all new employees and to existing employees who are changing job within the Charity, including health and safety information.
- To identify the longer-term development needs of those employees with potential to progress beyond their present job and to meet those needs when they are consistent with the needs of the Charity.

7.7.3 Procedures

The procedures for training are:

- A record will be kept for each employee showing the training received.
- The training records will be monitored on a regular basis and the needs checked.
- All training programmes will be monitored and revised as necessary in order to meet changing business needs.

7.8 Lay off/short time working

If a situation arises where there is a reduction of work, or there is any other occurrence that affects the normal running of the business, the Charity has a right to either lay off without pay other than Statutory Guarantee Pay or implement shorter working hours and reduce pay in proportion with the reduction in working hours. This procedure is in line with your terms and conditions of employment.

The Charity also reserves the right to select the employees best suited to carry out whatever work is available.

Employees will be offered alternative work wherever possible.

Employees who are laid off must still be available for work as and when necessary since continuity of service is not affected by any period of lay off.

The Charity will pay Statutory Guarantee Pay in accordance with the current government regulations.

Any employee who is laid off for longer than the Statutory Guarantee Pay period will be given a letter to take to the relevant government agency. Employees should then be able to sign on as temporarily unemployed, even though they will still be employed by the Charity.

7.9 Drugs and alcohol policy

The Charity is committed to maintaining a healthy, safe and productive working environment for its employees. The Charity recognises the impact that drugs and alcohol may have on an individual's ability to work safely and correctly and aims to ensure a working environment free from the inappropriate use of substances and where employees are able to carry out their duties in a safe and efficient manner.

If you are concerned that you or any of your colleagues are misusing drugs, medication and/or are excessively consuming alcohol, you are encouraged to speak to your Line Manager as soon as possible.

If you are prescribed medication by your doctor, you must immediately discuss this with your Line Manager and provide confirmation from your doctor as to any possible side effects if:

- such medication may affect your ability to carry out your duties and/or drive; and/or
- such medication is covered by the Misuse of Drugs Act 1971.

This will apply whether or not there is any actual threat to health and safety.

7.9.1 Standards of behaviour

We expect employees to follow the following standards of behaviour:

The use or consumption of the following substances by employees is inappropriate:

- alcohol;
- substances covered by the Misuse of Drugs Act 1971 (referred to as 'controlled drugs');
- solvents and/or any other similar substances as a means of achieving an altered state of mind or consciousness; and
- 'legal highs', psychoactive drugs and new psychoactive substances (even where these may not be banned under the Misuse of Drugs Act 1971);

in the following situations:

- at any time during working time or during any breaks; and/or
- before work whenever their work performance might be affected by such use or consumption.

The misuse by employees of medication is inappropriate if their work performance might be affected by such misuse.

Illegal dispensing, distributing, possessing, using, selling or offering to buy any drugs at work by any employee is prohibited. This includes controlled drugs, 'legal highs' or substances such as solvents where it is known, or could reasonably be known, to be for use as a means of achieving an altered state of mind or consciousness. Any such activity (including reasonable suspicion of it) on Charity premises will be reported to the police.

If you are found to be in breach of the rules in this section you will be liable to dismissal on the grounds of gross misconduct under the Charity's disciplinary procedures.

For the avoidance of doubt, using a controlled drug prescribed by a doctor shall not be treated as gross misconduct. However, you must comply with the notification requirements above and the requirements of any relevant risk assessment and failure to do so could result in disciplinary proceedings being brought against you.

7.9.2 Examination and testing

If the Charity suspects that there has been a breach of the above provisions, or suspects that an employee's work performance or conduct has been affected through drug or alcohol use, the Charity may, at its discretion, require the employee to undergo a medical examination to determine the cause of the problem.

To assist in the effective implementation of this policy, the Charity also reserves the right to have drug or alcohol testing carried out at its discretion on any employee or employees. The reasons the Charity may choose to conduct such testing include, but are not limited to, the list below:

- Where there is a suspicion on the part of a manager that drugs and/or alcohol may have been used by an employee and their work performance is affected by such use.
- Following a criminal conviction which relates to drugs or alcohol including activities which have taken place outside of the workplace.
- Following an accident in a Charity vehicle or a vehicle in working time.
- Following any accident or near miss in working time.
- Following an incident resulting in damage to Charity property.
- Following a report from a member of the public of dangerous driving in a Charity vehicle.

The Charity also reserves the right to carry out random drug or alcohol testing of any employees at its discretion.

Such tests can be administered by a third party instructed by the employer or by an employee within the Charity and could include (but not limited to) using a standard breathalyser, oral fluid device or a urine test.

If you are required to undergo testing, you will be expected to sign a written consent to be tested. Failure to give consent, or refusal to supply a required sample, including what is deemed to be an unreasonable failure to provide a sample as required, will be deemed to be a failure to comply with a reasonable management instruction and will normally be treated as gross misconduct, entitling the Charity to take disciplinary action.

If there is a positive result from the testing, this will be considered to be a breach of this policy and you will be liable to dismissal on the grounds of gross misconduct under the Charity's disciplinary procedures.

7.10 Smoke-free policy

It is illegal to smoke in enclosed or substantially enclosed workplaces and the Charity has a policy that prohibits smoking throughout the entire workplace with no exceptions, including commercial and pool vehicles. This policy applies to all employees, students and to visitors to the premises.

Failure to comply with this policy will result in disciplinary action and possible criminal prosecution.

This policy also applies to vaping and the use of vaping devices.

7.11 Dress code policy

Employees represent the Charity whenever they meet students, service users, families and visitors and we would ask that employees' appearance should be appropriate at all times.

Employees who have been given a uniform or name badge should wear them at all times whilst on Charity business. Uniforms must be kept clean, pressed and presentable.

It is not intended that this policy should operate to discriminate against any employee who for religious reasons is required to wear certain clothing or adopt certain religious symbols.

Any personal protective equipment that is issued by the Charity must be worn at the relevant time. Failure to wear this equipment may result in disciplinary action.