Uppertunity Limited



Employee Handbook

Prepared by **Citation Limited** 11/11/2026

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About this Handbook

This Handbook has been drawn up by the Charity 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.

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Annual holiday entitlement and authorisation

Entitlement

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

Carrying over holidays to the following year

You MUST take your full holiday entitlement during the holiday year. Holidays may not be carried forward into the next holiday year, nor will you receive payment for holidays not taken.

Request for holidays

In order to submit a request for holidays, you should complete the relevant form and have the holiday authorised by your Line Manager. If you have been given access to the self service holiday planner you should complete your holiday request online.

The amount of notice required is four weeks.

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

Length and timing of holidays

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

You are required to reserve annual holidays to take during the Charity's "shut down" periods, the dates of which will be notified to you on an annual basis.

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.

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 pay.

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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.

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. Payment for absences of this nature will be at the discretion of the Charity. 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.

Sickness and injury

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 but no later than one hour prior to the start of your shift on the first day of absence. 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 during the first week and weekly thereafter.

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 to assist in such considerations. You are encouraged to raise any support queries with your Line Manager.

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. Reasonable adjustments will be considered and made where applicable.

Following a warning being issued, you have the right to Appeal, which will be explained to you in the outcome letter and 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.

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.

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.

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.

"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.

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.

Antenatal 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, but such proof will not be required for the first appointment. 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.

Ordinary maternity leave

You are entitled to 26 weeks ordinary maternity leave and have the right to return to work in your old job. 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 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.

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.

Notification

The notice periods detailed below must be complied with in order 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.

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 early you must give the Charity 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.

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).

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.

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.

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.

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 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 giving as much notice as possible.

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

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.

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.

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 early you must give the Charity 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.

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.

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.

Paternity rights (birth)

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.

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.

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.

Notification

To safeguard your rights to paternity leave and pay you must complete, download and sign the government's online form 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.

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.

Paternity rights (adoption)

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 pre-adoption 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.

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.

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.

Notification

To safeguard your rights to paternity leave and pay you must complete, download and sign the government's online form on gov.uk 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.

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 to the 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.

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.

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.

'Keeping in touch' 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.

Shared parental rights (birth)

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.

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.

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 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 your employer, giving as much notice as possible.

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'.

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.

Shared parental rights (adoption)

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.

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.

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 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 your employer, giving as much notice as possible.

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'.

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.

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.

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.

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.

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.

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.

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.

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.

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 the 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.

Where these conditions are met, there will be an entitlement to a maximum of two weeks SPBP, paid at the statutory rate or 90% of average weekly earnings where this is lower.

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 does not need 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 business. 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).

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.

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. In the case of the death of a spouse, civil partner, child (over 18 years of age) or parent, in addition to leave for the funeral, extra days may be given depending on the circumstances, e.g. for funeral arrangements.

Flexible working

You have a statutory 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 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. 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.

Adverse weather conditions

In the event of extreme adverse weather conditions, e.g. heavy snow or flooding, you are expected to make every reasonable effort, including the use of alternative means of transport, to arrive at work at your scheduled start time.

If you decide that the weather conditions are sufficiently severe to prevent you from completing the travel to work safely, you must ensure that you notify your Line Manager as soon as possible and before your start time that you cannot come in to work. You should indicate how you would prefer this day off work to be treated, but the final decision rests at the discretion of your Line Manager. Potential options include:

- taking the day(s) as annual leave,
- taking the day(s) as authorised unpaid leave of absence,
- making up any time lost due to the disruption, or
- working from home (if possible in your role).

In any event, if your absence from work or lateness in arriving at work is considered reasonable because of extreme adverse weather conditions or difficulties with public transport, your absence or lateness will not be subject to the Charity's disciplinary procedure, provided you have followed the notification process set out above.

Subject to contractual terms, the Charity may have the right to place you on lay-off if it decides that it is not appropriate for you to work given the adverse weather, for example if it decides it has to close the workplace or if there is insufficient work.

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.

Public duties

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

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.

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General information

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.

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.

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.

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 Company 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 Company 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.

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.

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 employees. 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.

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.

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, clients, 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.

Pay

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, etc.

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.

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.

Income tax

In compliance with the law, you will receive a P60 each year detailing earnings and payment of income tax and National Insurance. This document should be kept in a safe place.

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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.

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.

Parking

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

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Charity procedures

Disciplinary procedure

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:

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.

The procedure

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.

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 file for 12 months.

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 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.

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.

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.

NB 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.

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.

Conduct covered

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.

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.

Charity social activities

If you attend a Charity social activity, you are responsible for your own actions, behaviour and conduct. Employees can be personally liable for any discriminatory or harassing behaviour. The Charity reserves the right to take disciplinary action for inappropriate behaviour or conduct at Charity social events in or outside working hours.

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 clients, 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.

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 Catrin Evans 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.

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 Catrin Evans 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 Catrin Evans 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.

Whistle blowing policy and procedure

The Charity is committed to conducting business with honesty and integrity, providing safe high quality services. We want everyone who works for us to feel able to speak up about any concerns, and to feel confident that they will be listened to and supported.

Open communication is encouraged from those who work for the Charity and any member of staff should feel secure about raising any concerns. Creating a culture of

"freedom to speak up" is a key part of how we make sure we provide safe, effective and well led services.

This policy and procedure applies to Charity employees, officers, consultants, contractors and to other workers including agency workers, casual workers, volunteers, interns and homeworkers.

Individuals who make public disclosures, about wrongdoings in the workplace are commonly referred to as "whistleblowers". In the past, whistleblowers were sometimes dismissed or victimised by their employers, which discouraged 'whistle blowing'. However, 'whistleblowers' now have legal protection under certain circumstances.

Not all 'whistle blowing' is protected. The legal protection is only for 'qualifying disclosures', which 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.

The Charity is committed to good practice and high standards and to being supportive to individuals who raise genuine concerns, even if they turn out to be mistaken. However, to ensure the protection of all working for the Charity, 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 may also be liable to disciplinary action.

Protected disclosures

All individuals have protection under whistleblowing laws if they raise concerns in the correct way and are protected if they make a qualifying disclosure to a person or body specified in the legislation and under these circumstances a qualifying disclosure becomes a 'protected disclosure'.

Employer or responsible person

Individuals are protected if they make a qualifying disclosure to their employer.

Alternatively, if an individual makes any qualifying disclosure to *Protect*, an independent whistleblowing charity (0203 117 2520), the disclosure also becomes a protected disclosure.

If an individual makes a qualifying disclosure about a person who is not the employer (e.g. a supplier), or if it is about something for which a person other than the employer is responsible (e.g. a contractor), this is also a protected disclosure if it is made to that person.

Legal advisor

A qualifying disclosure is a protected disclosure if it is made in the course of obtaining legal advice.

Prescribed persons

A qualifying disclosure also becomes a protected disclosure if it is made directly to a person or body prescribed for that purpose. For example, a qualifying disclosure made to the Environmental Agency is only a protected disclosure if it is made in connection with acts or omissions that have an actual or potential effect on the environment. If the same disclosure was made to the Civil Aviation Authority, for example, if would not be a protected disclosure.

A list of the relevant prescribed people and bodies for this purpose and the areas for which they are responsible is available on the GOV.UK website:

www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2

Disclosure in other cases

If an individual reasonably believes that:

- they will suffer a detriment if they make a disclosure in accordance with one of the above procedures, or
- there is no prescribed person and their employer may conceal or destroy evidence, or
- they have already made a disclosure to the employer or a prescribed person or body,

then a disclosure made in some other way may be a qualifying disclosure if the employee believes the information to be true, the disclosure is not made for personal gain and it is reasonable to make the disclosure.

In determining reasonableness, the following will be taken into account:

- the identity of the person to whom the disclosure was made,
- the seriousness of the failure,
- whether the failure is continuing or is likely to occur in the future,
- any action already taken by the employer or prescribed person,
- whether or not the employee made use of the employer's nominated person.

Disclosure of exceptionally serious failures

In the case of exceptionally serious failures a disclosure may be a qualifying disclosure if the employee believes the information to be true, it is not for personal gain and it is reasonable for the employee to make the disclosure.

Speed of action will often be of prime importance when there is an exceptionally serious failure. When determining reasonableness in this situation, the prime focus of attention will be on the identity of the person to whom the disclosure was made.

Procedure for raising a concern

A qualifying disclosure should be made to an individual's immediate line manager, or if this not possible due to them feeling that they are not able to tell their line manager, the issue should be raised with Management. A concern can be raised by telephone, in person or in writing. It is preferable for it to be made in writing and for details of the nature of the concern and any background or history of the concern to be included.

If a qualifying disclosure is made to the Charity this will be dealt with appropriately, consistently, fairly and professionally. A meeting shall be arranged to discuss the concern raised. After the meeting further investigation may be carried out where necessary and a decision will be made on how to respond to the qualifying disclosure. The Charity shall endeavour to complete investigations within a reasonable time.

When to use this policy and procedure

There is a difference between whistleblowing and raising a grievance. Whistleblowing is where an individual has a concern about a danger or illegality that has a public interest aspect to it. A grievance is a complaint that generally relates to an individual's own employment position or personal circumstances at work. This policy does not set out the procedure that applies to general grievances. Individuals that have a complaint about their personal circumstances should use the grievance procedure.

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.

Petty cash

Amounts may be claimed by presenting the receipt to your Manager.

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 Manager as soon as possible.

Charity bankcards

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

Charity cards must not be used for personal expenditure.

Rights of search

The Charity has a contractual right of search if it has reasonable grounds to suspect:

- misappropriation of Charity property, or
- you have committed a criminal offence, or
- any serious breach of contract and/or Charity rules, or
- alcohol, drugs or any illegal substances are on the premises.

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 and to be accompanied by an available colleague of your choice.

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.

CCTV and VSS

The Charity reserves the right to use Closed Circuit Television (CCTV) systems or other Video Surveillance Systems (VSS) as deemed necessary for the Charity's legitimate interests. Employees should expect all areas (other than those where use would contravene common decency) to be visible on a monitoring device. Signage will be clearly displayed to inform employees that CCTV and/or VSS monitoring is in use. Any information obtained from such systems (including third party systems) will be used with strict adherence to UK Data Protection legislation. Information collected may be used for the prevention and detection of crime, to ensure compliance with our policies and procedures and to meet our legal obligations. This may include using recordings as evidence in disciplinary proceedings.

Charity vehicles

The use of Charity vehicles requires express approval from Management 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. You must hold a full driving licence that is valid in, and allows you to drive the vehicle in, the UK. 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 ensure that your driving licence is up to date at all times, including any change of name or address.

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 hand held 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.

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.

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

Equality, diversity and inclusion policy

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 the 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.

Language

It is important to understand the different language that is used to describe identity, as this can be a difficult and sensitive area, and is continually evolving. For example:

- Some people have a gender identity that does not match the gender they were assigned at birth. This is known as being 'transgender' or 'trans', and commonly includes those within the protected characteristic of gender reassignment contained within Equality legislation as well as those with non-binary identities;

- 'Non-binary' is used to describe someone who does not identify as male or female. They may identify as neither man or woman, both man and woman, fluid between the two or outside of that binary entirely;

- 'Transitioning' or 'gender reassignment' is a process by which a person aligns their life and physical identity to match their gender identity. It is the process of moving towards a permanent, full time adaption of a gender identity across all aspects of life, including work. Each person's transition will be unique. For some, it will involve medical intervention, such as hormone therapy and surgeries, but not all trans people want or are able to have this;

- 'Cisgender' refers to where someone's gender identity aligns with the sex they were assigned at birth.

The Charity recognises that using language that is outdated or which the individual considers inappropriate can cause offence.

The Charity recognises that sexual orientation is a separate matter to gender identity. Gender does not imply any particular sexual orientation; a transgender person may be heterosexual, gay, lesbian, bisexual or asexual. Employees should not assume that a transgender colleague has any particular sexual orientation. After transition, a person's sexual orientation may stay the same or may change.

Individuals will self-identify. How they choose to describe themselves should be respected.

Names and pronouns

Employees will be addressed by the name and pronouns that correspond to their gender identity and that which they have requested to be used at all times.

Intentionally and/or persistently mis-gendering or using colleagues' previous names may amount to harassment or bullying and will not be tolerated. Breaches of this policy will be treated in a serious manner and dealt with under the Charity's disciplinary procedure.

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.

Short listing 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.

Training and promotion

All appropriate staff will receive training in the application of this policy to ensure that they are aware of its contents and provisions.

All training and promotion will be in line with this policy.

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 will provide a separate but similar policy for use by workers and agency staff (where applicable), which confirms 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 private messaging and interactions on social media between colleagues, social media posts, and work social events such as a Christmas party, all of which will still be classed as 'work situations'.

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.
- Persistently and unreasonably 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.

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.

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 all reasonable steps to prevent sexual harassment of employees 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.

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. The law requires employers to take all reasonable steps to prevent harassment, including sexual harassment, of employees by third parties in the course of their employment. 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.

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.

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 Management.

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

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.

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.

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.

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.

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.

Monitoring and review

We carry out regular reviews of this policy to monitor its effectiveness.

Anti-bribery policy

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.

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. Hospitality or gifts should not be offered, promised or accepted to secure an advantage for the Charity or any of its employees or associated persons, or to influence the impartiality of the recipient.

It is essential that we keep full and accurate records of all our financial dealings. Transparency is vital; false or misleading records could be very damaging to us. Under money laundering regulations the Charity are obliged to report anything which appears to be irregular.

Therefore, you must declare and properly record (in writing) all hospitality and gifts given or received. Also, you must submit all expenses claims relating to hospitality, gifts or payments to third parties in accordance with our expenses policy and procedure and properly record the reason for the expenditure.

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.

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, and/or
- who fails to report any known or suspected bribery, and/or
- who threatens or commits detrimental or unfair treatment against another person who has either refused to offer or accept a bribe or has raised concerns about possible bribery or corruption.

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

The Charity will regularly monitor the policy and processes in place to guard against and prevent bribery, to make sure processes are being followed, the policy is being adhered to and enforced where necessary, and that the wording and requirements of the policy remain appropriate and fit for purpose.

Communication and representation policy

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.

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 premises or via Atlas.

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, but paid union officials are permitted to attend for the purpose of representation at a disciplinary or individual grievance meeting or any associated appeal meeting, or at any other meetings as confirmed in the relevant invite letter.

Telephones (including mobile phones)

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 a member of Management before the call is made and if not as soon as possible afterwards. The cost of private calls 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.

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.

Information technology policy

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 Management's prior permission.

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 their 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.

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 and/or Management 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 Management.

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.

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, to investigate alleged acts of wrongdoing, or where necessary to ensure the continuing operations of the Charity. The Charity will not, however, monitor emails and messages as a matter of course.

Misuse of the email facility or any other messaging system will result in disciplinary action.

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 Management 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.

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, , 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, harassment and victimisation policy, will be regarded as gross misconduct and will result in summary dismissal.

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 Catrin Evans.

Training policy

Introduction

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

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.

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.

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.

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.

Standards of behaviour

- The consumption of alcohol by employees is inappropriate at any time during working time and/or during any breaks.
- The consumption of alcohol by employees is inappropriate at any time before work whenever their work performance might be affected by such consumption.
- The use of:
    - 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);

by employees is inappropriate:

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

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.

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 Charity 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 Company's disciplinary procedures.

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 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.

Dress code policy

Employees represent the Charity whenever they meet clients 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.