



# **Employee Handbook**

**July 2024**

## **WELCOME AND INTRODUCTION**

Fife Alcohol Support Service (FASS) was established in 1977 to provide a community-based alcohol counselling service for individuals, family and friends affected by alcohol-related problems. In May 2015, Fife Community Drug Service, joined FASS and brought with them their own long-established history of skilled help and support for people with opiate and recreational drug-related problems.

FASS continues to fulfil its original aim of improving the quality of life of people living in Fife by offering diverse services for alcohol, drug and social isolation issues. The charity provides a range of accessible counselling, psychotherapy, support and education services, often delivered in partnership with other organisations,

### *Vision*

FASS aims to improve the quality of life of people in Fife who are affected by alcohol and drug-related problems.

### *Mission*

Through an equitable, accessible, Fife-wide service, we provide counselling, psychotherapy, information and support with recovery for people affected by alcohol and drug-related problems whilst maintaining effective relationships with all relevant organisations.

Your relationship with the Fife Alcohol Support Service. (FASS) is governed by the policies and procedures in this Handbook and by the terms and conditions in your contract of employment. Please take time to read both documents. If there is a conflict between the two, your contract of employment shall prevail.

### **This handbook**

This handbook is designed to explain the way in which we work and to set out the key procedures, rules and policies designed to ensure an efficient workplace and a safe and supportive environment for all employees. The contents of this handbook do not form part of the terms of your contract of employment unless otherwise stated. The Organisation may need to alter or amend any policy or procedure contained in this handbook to ensure that it remains relevant and consistent with the needs of the business. Any such change will be notified to all employees and an up-to-date copy of this handbook can be obtained from the office.

We do expect you to comply with the requirements set out in this handbook and failure to do so may lead to disciplinary action; in appropriate cases, up to and including dismissal.

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# 1

## KEY PRINCIPLES

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*This section sets out some of the key commitments made by the Organisation to its employees – and the key commitments expected from employees in return.*

### 1.1 Organisation Code of Conduct

The behaviour of employees is central to the continued success of the Organisation. This handbook sets out a number of requirements aimed at ensuring the smooth running of the Organisation and the fair treatment of all employees. A number of these are so important that any breach of them will amount to gross misconduct and these are clearly identified throughout the handbook. Your attention is drawn in particular to the following:

- The rules on gifts and hospitality;
- The policy on smoking;
- The policy on alcohol and drugs;
- The policies on driving and the use of Organisation Vehicles;
- The policy regarding social media; and
- The rules concerning the use of computers, the internet and email.

#### **Dishonesty**

It is important to stress that any form of dishonesty, however minor, will be regarded as gross misconduct. This includes theft of property, whether belonging to the Organisation, colleagues or any third party. However, it also includes an employee seeking to gain any advantage through deception - such as making a false claim for expenses or overtime, falsely claiming to be sick or falsely claiming to have completed a particular task.

It does not matter if any amount of money at issue is small. The Organisation regards any dishonesty by employees as gross misconduct which will usually result in dismissal.

#### **Refusal to carry out instructions**

The Organisation expects employees to work in a spirit of cooperation with their colleagues and managers for the good of the business as a whole. Employees are required to carry out their managers' instructions and a deliberate and wilful refusal to do so will be gross misconduct.

If you believe that you have been instructed to do something that does not fall within your duties or which is in some other way unreasonable then the appropriate way of dealing with this is to raise a grievance under the grievance procedure (see Section 4). However doing so will not prevent a refusal to carry out an instruction from amounting to gross misconduct if it is found to have been a reasonable one in all the circumstances.

### 1.2 Health and Safety

The primary duty owed to you by the Organisation is to ensure that you are safe while you are at work. Similarly, all employees are obliged to carry out their duties in a safe

and responsible manner that does not risk harm to either themselves, their colleagues or any other person.

A detailed health and safety policy/handbook identifying the roles and responsibilities of key staff members for ensuring that the Organisation meets its commitment to health and safety is available from your line manager. In addition, there is information on health and safety displayed throughout our premises.

Detailed risk assessments have been carried out on all aspects of the Organisation's activities and steps have been taken to ensure that all work can be done safely. Any employee who is concerned that any aspect of the Organisation's activities poses a risk to health and safety should report this to the nearest available manager immediately. Genuine concerns about health and safety will always be treated with the utmost seriousness and be thoroughly investigated.

Employees are required to comply with all instructions rules and procedures concerning matters of health and safety. Failure to do so may amount to gross misconduct. In particular, where employees are required to wear personal protective equipment then failure to do so will be treated as gross misconduct which will usually result in dismissal.

### **1.3 Ethical Conduct**

The Organisation aims for the highest possible standards of ethical conduct in all of its activities and expects the conduct of individual employees to reflect this. Dishonesty of any kind will be treated as a serious matter, which may amount to gross misconduct and therefore to dismissal without notice.

#### **Gifts and Hospitality**

The acceptance of gifts and hospitality from clients/customers, suppliers and potential suppliers must not give the appearance that employees or the Organisation may be unduly influenced in the decisions that they make in respect of any clients/customers, suppliers or in any other aspect of their work.

All gifts and hospitality given or received, of whatever value, must be entered in the Register kept by the management team.

No personal gifts of a value in excess of £10 should be accepted from a client/customer, supplier or potential supplier without express permission from your line manager.

Acceptance of hospitality, such as lunch or drinks receptions, should be kept within common sense limits and should always be authorised by your manager. Offers of hospitality must always be authorised by your manager.

You may also be instructed to refuse hospitality or return any gifts which your manager considers to be inappropriate or to refuse to accept hospitality from a particular supplier or potential supplier. Failing to obey such an instruction will be treated as misconduct.

Allowing gifts or hospitality to influence any decisions that you may make on behalf of the Organisation or to otherwise influence the way in which you perform your duties is an act of gross misconduct which will usually result in dismissal.

It is also an act of gross misconduct to seek to influence any other person to behave in an improper way or to confer a business advantage on you or the Organisation through the giving of any gift or hospitality.

## **1.4 Whistleblowing**

The Organisation encourages employees to raise any concerns that they may have about any wrongdoing at any level within the business. Wrongdoing in this context means any breach of a legal obligation, risk to health and safety, a criminal offence being committed, a miscarriage of justice occurring or likely to occur, damage to the environment, or an attempt to conceal any of the above.

Any initial concern should be raised with the Service Manager who will ensure that your concern is properly addressed.

Employees who raise a concern which is in the public interest under this policy are entitled not to be subjected to any detriment as a result, however the employee must reasonably believe that the disclosure they are making is true.

Even if your concern proves to be unfounded you will be protected against any reprisals from your manager, colleagues or any other employee of the business. Making a deliberately false allegation, however, against the Organisation, a fellow employee or any other person will be treated as an act of gross misconduct which will usually result in dismissal.

If you are the subject of an allegation of wrongdoing, then you will be informed of the allegation and given every opportunity to explain the situation and put your side of the story. Disciplinary action will only be taken following a full investigation in accordance with the disciplinary procedure.

## **1.5 Good Faith and Loyalty**

The employment relationship is one built on trust and we all have a mutual interest in making the relationship a success. The Organisation has a duty to provide reasonable support to employees and employees have a duty of good faith towards the Organisation.

In practice this means not doing anything that undermines the Organisation's position by acting in competition with it, providing information to competitors or undermining the Organisation's standing with service users and fellow employees.

## **1.6 Data Protection**

We will process personal data and sensitive personal data (also known as 'special categories of personal data') relating to you in accordance with our Data Protection

Policy and our Data Protection Privacy Notice (provided to you separately), as well as in accordance with the relevant data protection legislation.

We may monitor staff in accordance with our policies relating to email, internet and communications systems and monitoring at work, as detailed in this Employee Handbook and in accordance with the relevant data protection legislation.

You will comply with your obligations under our Data Protection Policy and other relevant policies as directed.

## **1.7 Employee Development**

FASS recognises that if employees are to be effective in their roles, then they must be fully equipped in terms of information, knowledge and skills. Accordingly, the Organisation places heavy emphasis on provision of appropriate training and accessibility to source materials. The Organisation's commitment is underpinned by recognition of Quality Standards in all aspects of service delivery.

This policy is intended to help FASS achieve consistently, its vision of 'improving quality of life for people in Fife'. FASS aims to do this by facilitating equality of opportunity and continuous professional development for all Employees and Volunteers.

FASS also aims to be a forward-looking organisation which is open to new ideas and developments in appropriate evidence-based good practice that contributes to delivery of a quality service for the people of Fife.

It is the overall responsibility of the Service Manager to ensure that training needs of Employees are met in accordance with this policy and the Organisation's objectives.

Every Employee is asked during Annual Appraisal with their Line Manager to identify training needs with a view to ensuring personal objectives are met for the coming year. Personal objectives should support Project/Department and Organisation objectives.

The Organisation recognises that training needs may also be identified during the normal course of day-to-day activities and that opportunities may present for development of professional skills/knowledge on matters relevant to the work of FASS i.e. training courses, workshops, conferences and seminars. In such cases, requests for training or attendance should be directed to the Employee's Line Manager.

Whilst every attempt will be made to meet all training needs, FASS recognises that resources may not always be available, therefore training needs should be planned and prioritised.

In developing training plans, the organisational needs of FASS will take precedence over individual aspiration and in the event of competing demands on training resources between individuals, the following priorities will operate:

1. Employee ability to perform tasks to the Standard required by the Organisation.
2. Continued professional learning relevant to the work of FASS and Professional Standards Organisations i.e. COSCA.
3. Repeating courses after a failure, providing that FASS is satisfied that the Employee has demonstrated that studies were pursued diligently on the prior occasion and has a reasonable chance of success.



#### 4. Non-work-related personal development.

Wherever possible, training will be provided in house, either from FASS' own expert resources, or from a trainer commissioned for this purpose. If this is not possible, FASS will arrange for Employees to attend external courses.

FASS will give active consideration to providing financial support for Employees seeking relevant qualifications, subject to the following conditions:

- Employees will be required to give an undertaking that they are prepared to remain with the Organisation for a minimum of two years after obtaining the qualification.
- In the event that the Employee fails to remain with the agency for a minimum period of two years following qualification then he/she undertakes to repay the Organisation the whole amount of financial assistance relating to course fees or a proportion of such as determined at the discretion of the Organisation.
- Further support for a second attempt will only be considered where the Employee concerned can show that studies had been pursued diligently.
- Text books and other study materials paid for or supplied by FASS will remain the property of the Organisation. These items will be placed in the library resource once they are no longer required by the Employee for course work.
- Where FASS is unable to afford to provide training, employees may undertake courses at their own expense; the Organisation will give active consideration to granting time off with pay for this purpose.

FASS recognises that as well as specific work-related training, individuals may have personal needs that will, if met, assist them in career development or life enhancement. Whilst financial support will not normally be available to Employees for such training, the agency will consider granting time off, with or without pay, to individuals to pursue such training, using the following scheme of priority:

1. Skills and knowledge in a career area complimentary to the work of the Organisation.
2. Skills and knowledge in a career area, unconnected to the work of the Organisation.
3. Personal development.

Line Managers / Practice Supervisors will monitor the relevance and effectiveness of training courses.

Any employee who feels unreasonably denied access to training or development opportunities has the right to use the grievance procedure to pursue these concerns.

## 1.8 Environmental Statement

In the undertaking of their daily duties, we accept that all staff associated with Organisation will have an influence on the environment. We will commit to adopting working practices that will help to have a positive effect, assist towards continued environmental improvement, prevent pollution and reduce unavoidable negative influences caused by our working practices.

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The Organisation therefore maintains a policy of 'minimum waste' which is essential to the cost effective and efficient running of all our operations. Every employee has a responsibility to promote this policy by taking extra care when carrying out normal duties to avoid unnecessary or extravagant use of services, materials, lights, heating, water etc.

# 2

## HOW WE DO THINGS

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***This section deals with some important administrative requirements to do with your employment and sets out the standards the Organisation expects of employees in various situations.***

### 2.1 Proof of Identity

The Organisation is legally obliged to ensure that all employees are permitted to work in the UK. It is a condition of your employment that you comply with all reasonable requests to provide details of your identity, right to work in the UK and place of residence. This will include allowing the Organisation to take copies of your passport or other appropriate documents and to check their authenticity. Copies of any such documents will be kept in your personnel file for such a period as is deemed necessary in compliance with current data protection laws.

The Organisation may dismiss any employee who cannot demonstrate that they are legally entitled to work in the United Kingdom.

### 2.2 Dress Code

All employees should dress in a manner appropriate to the work that they do. Key factors include whether or not the employee meets service users and whether the requirements of health and safety require particular clothing. How you dress is largely a matter of common sense. If your manager feels that you are dressing in an inappropriate way they may ask you to dress differently the next time you come into work. A persistent refusal to comply with a reasonable standard set by a manager will amount to misconduct.

Where an employee dresses in a completely inappropriate way, for example by wearing clothing with offensive images or slogans, then they may be sent home to change. Any time taken to go home and change will be unpaid.

### 2.3 Timekeeping

Good timekeeping is essential in any team. A late arrival at work can put unfair pressure on colleagues and affect the smooth running of the business. The Organisation therefore requires all employees to take responsibility for attending work promptly in accordance with their contract of employment or work roster. You should arrive in time to begin working at your appointed start time.

Where you depend on public transport to come to work you should allow adequate time, including likely delays, for your journey so that you can arrive on time. Similarly, employees who drive to work should make themselves familiar with the level of traffic to be expected and make adequate allowance for rush hour congestion.

Persistent lateness without proper acceptable explanation will be treated as misconduct under the disciplinary procedure.

Where it is clear that you are going to be late for work you must contact your Line Manager as soon as possible to explain the situation and give an estimate of your

arrival time. You must make every effort to talk to your manager directly rather than leave a message with colleagues or send an email or text message.

If personal or domestic circumstances make it difficult for you to attend work on time then you should discuss this with your line manager. In some cases, the Organisation may be able to accommodate a reasonable need for flexibility, but this will be subject to the needs of the business and the need to avoid placing an unfair burden on your colleagues (see Section 4).

## **2.4 Time off in Lieu (TOIL)**

From time to time staff may be obliged to work out of hours. Staff will receive time in lieu for all overtime accrued.

Staff should, whenever possible, take TOIL within 10 working days after TOIL is accrued.

In exception, time off in lieu accruals can be carried forward with the permission of the Service Manager.

With the exception of Christmas and New Year holiday arrangements, which may be amended at the discretion of the Service Manager, the following TOIL restrictions will apply:

- The Organisation's Service Manager will ensure that an adequate level of staffing is available to fulfil service requirements before TOIL will be authorised.
- Prior to requesting personal TOIL, the Service Manager and Line Managers should ensure that at least two Line Managers will be available within the Organisation during the anticipated TOIL period.
- Prior to requesting TOIL, Administration staff should ensure a minimum of 3 administrators will be available within the organisation during the anticipated TOIL period.

## **2.5 Adverse Weather and Traffic Disruption**

### **Adverse Weather**

Adverse weather conditions can cause road closures and public transport disruption.

The Organisation's primary duty is to provide a safe place of work. If adverse weather means that this cannot be achieved, and the workplace needs to close then all employees will be sent home or told not to come in. In these circumstances, where possible, employees may be required to work from home and will be paid as normal. If home working is not a suitable alternative arrangement, employees will be paid in full for any working time that they have lost.

If the need to close the workplace persists, the Organisation may invoke the lay-off clause in employees' contracts.

### **Traffic Disruption**

We understand that events such as industrial action, road traffic accidents and road works can cause difficulties for employees attempting to travel into the workplace. In

these circumstances we are prepared to take a flexible approach to working arrangements while still keeping the business running as effectively as possible.

You must make a genuine effort to report for work at your normal start time. You may need to leave home earlier to give yourself extra time for the journey or taking an alternative route. Travel on foot or by bicycle should be considered where appropriate and safe.

If you are unable to get into work, you should check the situation throughout the day in case it improves. Information may be available from local radio stations, the police, transport providers or the internet. If conditions improve sufficiently to allow you to travel in to work, you should report this to your manager and attend work unless told otherwise.

### **Delayed Return from holidays**

You should make every effort to return to work as planned at the end of any period of authorised annual leave and should ensure that travel arrangements are made that would best ensure this is possible. However, we recognise that employees may be delayed when returning from holidays due to flight cancellations/ delays.

### **If you are unable to travel into work**

If the workplace is open, it is the responsibility of employees to attend work if they possibly can.

Employees who are absent from work due to adverse weather or other travel disruptions are not entitled to be paid for the time lost.

Where it is clear that you are not going to be able to get to work you must contact your line manager as soon as possible to explain the situation. You must make every effort to talk to your manager directly rather than leave a message with colleagues or send an email or text message.

If you are unable to attend work due to severe weather or other travel difficulties, then you will be required to take time from your annual leave allowance to cover any absence or to take unpaid time off by agreement with your manager.

There may be circumstances in which employees are able to work at home or from an alternative place of work, if available, but this will be entirely at the discretion of the Organisation. If you do this, you will receive your normal pay.

If travel disruption or adverse weather causes you to arrive at work late or requires you to leave work early you will usually be expected to make up any lost time.

## **2.6 Rest Breaks**

The Organisation encourages all employees to take full advantage of scheduled rest breaks. These are provided not only for comfort, but also to protect the health of employees and prevent excessive fatigue from causing accidents.

A rest break should be taken away from your workstation wherever possible. If you leave the premises you should bear in mind the time that it will take you to return from the break so that you can ensure that you begin work again on time.

Different areas of the business may have different arrangements for ad hoc breaks such as to make a cup of tea or coffee. These arrangements are in place to ensure the smooth running of the business and to prevent putting unfair pressure on colleagues. You are required to comply with any requirements relating to such breaks as may be in place from time to time.

## **2.7 Smoking**

The Organisation operates a smoke-free workplace. Smoking (which includes the use of e-cigarettes and personal vaporisers) is therefore strictly prohibited throughout all Organisation premises, including any Organisation vehicle.

Smoking is only permitted during designated break times and in the designated outside areas.

## **2.8 Computer Use - Including the use of email/Internet**

It is very important that the Organisation is able to keep its data secure. To assist with this, all employees are required to comply with instructions that may be issued from time to time regarding the use of Organisation-owned computers or systems.

You should ensure that when leaving your workstation for any lengthy period, that you lock your terminal, or log off if appropriate.

You must not attach any device (e.g. SSD Drives/Sticks) to Organisation IT equipment without authorisation from your Line Manager and you must not open attachments or click on links unless you know you can trust the source. Organisation portable IT devices must be kept secure and password protected at all times.

Your computer password is an important piece of confidential information and you should treat it that way. Do not share it with others, and make sure that it is not written down anywhere where an unauthorised person can find it.

Unauthorised access to any of the Organisation's systems will amount to gross misconduct.

### **Internet Use**

Employees with access to the internet on Organisation-owned devices should use that access responsibly.

Personal use during working hours will be treated as misconduct. Use of the internet is permitted for personal use over lunchtime so long as the rest of the rules in this policy are adhered to.

From time to time the Organisation may block access to sites which it considers inappropriate but whether or not a specific site has been blocked, employees must not use the internet to view or download offensive or sexually explicit material. Any attempt to do so may, depending on the circumstances, amount to gross misconduct leading to dismissal.

Employees must not download any software, plugins or extensions on to Organisation-owned devices unless this is first cleared by an appropriate manager. Employees should also refrain from downloading music, video or any other entertainment content on any Organisation-owned device.

Firewalls and anti-virus software may be used to protect the Organisation's systems. These must not be disabled or switched off without express permission from management.

## **Email**

All email correspondence should be dealt with in the same professional and diligent manner as any other form of correspondence.

If you have an Organisation email account you should be mindful of the fact that any email that you send will be identifiable as coming from the Organisation. You should therefore take care not to send anything via email that may reflect badly on the Organisation. In particular, you must not send content of a sexual, racist or discriminatory nature, junk mail, chain letters, cartoons or jokes from any email address associated with work.

Using an Organisation/work email address to send inappropriate material, including content of a sexual, racist or discriminatory nature, is strictly prohibited and may amount to gross misconduct. Should you receive any offensive or inappropriate content via email you should inform a member of management of this as soon as possible so that they can ensure that it is removed from the system.

You should also take care that emails will be seen only by the person intended. Particular care should be taken when sending confidential information that the email has been correctly addressed, marked 'private' / 'confidential' and not copied in to those not authorised to see the information. Sending confidential information via email without proper authorisation or without taking sufficient care to ensure that it is properly protected will be treated as misconduct.

## **Privacy**

Monitoring of email usage takes place without notice. You should have no expectation of privacy in respect of personal and business use of email and the internet whilst at work.

Your email remains the property of the Organisation and therefore you should not use your Organisation email to send or receive any information that you regard as private. The Organisation may, in the course of its business, read emails that you have sent or received - although in the absence of evidence of wrongdoing the Organisation will try to avoid reading personal emails if possible.

## **2.9 Social Media**

An employee's behaviour on any social networking or other internet site must be consistent with the behaviour required of employees generally. Where it is possible for users of a social media site to ascertain who you work for, then you should take particular care not to behave in a way which reflects badly on the Organisation.

Inappropriate or disparaging comments about the Organisation, colleagues or service users will be treated as misconduct. Because social media interactions can be copied and widely disseminated in a way that you may not be able to control, the Organisation will take a particularly serious view of any misconduct that occurs through the use of social media.

You must not operate a social media account or profile that purports to be operated on or on behalf of the Organisation without express permission to do so from your manager.

You should not attempt to access personal accounts with social networking sites, such as Facebook/Twitter or similar on Organisation devices. This includes during break times.

## **2.10 Telephones**

Organisation telephones must be used for legitimate business purposes only unless in cases of emergency.

Calls and texts on personal mobile phones must be restricted to formal rest breaks.

## **2.11 Alcohol and Drugs**

Whilst the Organisation has no reason to believe that problem drinking is greater amongst its employees than amongst other organisations it is also aware that they are not immune to potential problems. In the light of the considerable effect of alcohol or drug use upon British companies, FASS recognises the importance of developing appropriate policies to deal with associated problems in the workplace. Through application of this policy the Organisation will endeavour to ensure that its employees' use of either alcohol or drugs does not impair the safe and efficient running of the Organisation or the health of its employees, volunteers, service users or the general public.

Although this policy has been written with specific reference to alcohol, subject to any specific legal requirements the provisions apply equally to all other substances including illegal drugs, psycho-active substances and the mis-use of medications. This policy updates and supersedes any previous statements relating to dealing with alcohol problems amongst employees of the Organisation.

### **Alcohol/Drugs in the Workplace**

Given the nature of the business of the Organisation, the use of alcohol or drugs is prohibited on premises or whilst engaged in Organisation business. Employees who have been drinking or taking drugs will be prohibited from entering Organisation premises. Transgressions will be dealt with through our disciplinary procedures.

### **Definition of Problem Drinking and Substance Mis-use**

Any drinking or drug use which definitely interferes with a person's health and social functioning and/or work capability or conduct.

### **Aims**

This policy has been introduced by the Organisation in order to:

- prevent and reduce the incidence of alcohol or drug related work impairment.
- reduce the personal suffering of employees with alcohol/drug problems and also that experienced by their families, friends and colleagues.



- engender a climate which removes the tendency to conceal, deny and cover up the problem and give management confidence to deal with it.

## **Provisions**

The specific aims of the policy are:

- to alert employees to the risks associated with heavy or inappropriate drinking/drug use and to promote a progressive change of attitudes towards alcohol/drugs and their use.
- to offer encouragement and assistance to employees who suspect or know that they have an alcohol or drug related problem to seek help voluntarily at any stage from helping agencies directly or via the Organisation procedures.
- where, in the course of invoking disciplinary procedures it is suspected or known that the employee's misdemeanour or unsatisfactory performance is due to an alcohol or drug problem, to offer the employee referral to an appropriate helping agency for assessment and if necessary treatment (however defined).

## **Responsibilities**

Every Employee has a responsibility in making the policy work:

The Service Manager is the designated officer responsible for operating and monitoring the policy; for setting a good example to other employees; for referring on staff for assistance and monitoring progress; and for ensuring that adequate training is provided to relevant staff on the policy.

Line Managers should set a good example to other employees; be familiar with policy and procedures; monitor changes in work performance, attendance, sickness and accident patterns; intervene when problems occur and advise the Service Manager of this; and identify aspects of the working environment which may contribute to the problem.

Employees should be familiar with policy; avoid colluding or covering up a colleague's alcohol or drug use; assist colleagues in their rehabilitation where appropriate; and represent colleagues where appropriate.

Line Managers who feel that an employee's unsatisfactory performance or conduct may be alcohol or drug related should arrange a meeting with the Employee and Service Manager.

## **Conduct of Meeting**

Where an employee whose performance is unsatisfactory has been called to a meeting with the Service Manager:

- a representative will be present if appropriate;
- the employee will be advised of his/her unsatisfactory performance or conduct;
- an attempt will be made to establish the cause of the unsatisfactory performance or conduct without seeking to accuse the employee of having an alcohol/drug problem;

- the employee will be advised of the Organisation's Alcohol and Drugs Policy;
- if the employee indicates that he/she has an alcohol/drug problem, the employee will be offered referral for assessment and counselling with an external specialist agency which meets the requirements of the Organisation;
- referral for counselling will be of a non-disciplinary or disciplinary nature depending on the circumstances (see Referral Options);
- the employee will be advised that the Organisation may request regular reports on attendance and progress and will fully assist in seeking to resolve the problem (see Referral Options);
- the employee will be advised that referral under this policy does not confer immunity from the formal disciplinary process should there be any misconduct in the future;
- the employee will be advised of his/her rights.

### **Referral Options**

An employee with an alcohol or drug problem may access help by any of three routes, each of which has different implications as outlined below. At all times the Organisation will try to initiate action at the earliest possible stage.

**Voluntary Referral:** the employee approaches the Organisation in a bid to seek help with an alcohol/drug problem. The Organisation advises the employee as to where they can access suitable help. This may be in-house counselling or referral to an external specialist agency. This Alcohol and Drug Policy is only enacted if the employee requests time-off work to attend counselling. In cases where time-off is given the employee may be asked to agree to attendance reports being sent to the Organisation.

**Management Referral, Non-disciplinary:** the employee is being supported informally regarding work performance problems. If during the course of this support an alcohol/drug problem comes to light as the underlying cause of poor work performance then referral to an external specialist agency is encouraged and recommended. If the referral is accepted this Alcohol and Drug Policy will be enacted and management will ask the employee to agree to reports on attendance and progress. If the referral is refused, appropriate management action for poor work performance will ensue.

**Management referral, Disciplinary:** Disciplinary action is being initiated, or has already been implemented, and it transpires that an alcohol/drug problem is a contributory factor. The Organisation may offer to hold discipline in abeyance pending assessment from an external specialist agency. If an alcohol/drug problem is confirmed and the employee agrees to participate in treatment (e.g. counselling) then this Alcohol and Drug Policy with its provisions and conditions will be enacted. The Organisation will require reports on attendance and progress as these are integral to disciplinary referrals.

### **Dealing with Employees who have been Drinking or taking Drugs or are Intoxicated or under the Influence of Drugs**

The most senior member of staff available is nominated and will have the necessary delegated powers to apply a precautionary suspension to any subordinate employee

who is in an Organisation workplace whilst consuming alcohol or drugs, or after having consumed alcohol or drugs, or who is intoxicated or under the influence of drugs.

The employee will be sent from the workplace under suspension with pay pending investigation of the matter by the Service Manager or a nominated person. The employee will be instructed to report to the Service Manager or nominated person no later than the forenoon of the next working day. Precautionary suspension will normally be for no longer than one working day (although additional period of suspension can be imposed.) There is no appeal against precautionary suspension.

The senior member of staff will insist that the employee does not drive a vehicle and to that end, will:

- if the employee drives an Organisation vehicle, withdraw permission to drive;
- arrange transportation through a friend, relative or transportation service;
- where no suitable transportation can be arranged and the employee is manageable, allow the employee to remain on premises in a restricted area until transportation is available, or the employee is no longer impaired;
- if the employee refuses the above or is unmanageable, ensure that appropriate assistance is summoned. Since the Organisation cannot physically restrain an employee, it reserves the right to protect third parties and property and will notify law enforcement agencies if necessary.

## 2.12 Driving

Where driving is required as part of your job, it is your responsibility to ensure that you are legally qualified to drive.

Licences will go through the Organisation inspection procedure which requires us to check individual licences once a year with the DVLA, or as otherwise requested. The Organisation will require you to share your driving licence information by supplying it with your driving licence number and a check code provided by the DVLA. If you receive any points on your licence you must inform the Organisation of this immediately.

If you use your own vehicle to drive on Organisation/work-related business, it is your responsibility to arrange to be insured for that business use. The Organisation may require you at any time/annually to allow a copy of your insurance and any MOT test certificate to be made and kept in our records.

You are responsible for any driving offences committed while driving as part of your duties, including any parking fines. Dangerous, careless, inconsiderate or aggressive driving as well as causing a risk to others can be damaging to the Organisation's reputation and can amount to gross misconduct. If you are banned from driving for any reason, the Organisation is not obliged to find alternative work for you and may choose to dismiss you if the ban renders you incapable of performing your duties as required.

**It is illegal to use your mobile phone whilst driving. This includes texting etc.**

Employees should **never** use their mobile phone whilst driving on Organisation business unless they do so on a properly installed hands-free system and traffic conditions mean that it is safe to do so. In most cases, it would be preferable to make any calls when the vehicle is stationary.

## **Essential Car Users**

Certain employees of the organisation can be classified as essential car users, and as such qualify for a parking permit or necessary parking expenses (whichever incurs the least cost to the organisation), and reimbursement of petrol/mileage expenses.

Employees are notified individually if they are entitled to claim such necessary expenses for essential vehicle use for the better performance of their duties. The organisation considers essential vehicle use a tool of your trade and not a benefit. Such entitlement is subject to the following terms and conditions of this policy. In the event of an Employee failing to comply with the obligations under this policy, the Organisation shall be entitled, at its sole discretion, to withdraw or limit entitlement so provided without giving any reason and without compensation.

### *Criteria for Essential Car User status*

Essential Car User status is attached to a specific job role and one of the following criteria must be met:

#### *1. Regular Operational Support*

The Organisation requires the post holder to provide essential operational support or fulfil organisational obligations e.g. attendance at outreach centres, inter-agency planning meetings. The post holder is required to leave their normal FASS office base to fulfil these commitments and is required to have their own car available at all times.

#### *2. Regular Multi-Site Working*

The organisation requires the post holder to work out with the FASS office base on remote sites during a normal working day, (e.g. Health Centres or community locations) where there is a requirement to travel and local public transport cannot provide a service that meets the business requirements of the role.

#### *3. Emergency Support*

The Organisation requires the post holder to respond immediately to operational requirements which are urgent and/or considered an emergency, where any delay or failure to respond timeously could have significant detrimental consequences. The post holder is required to have their own car available at all times.

### *Process for Defining Essential Car User Status*

The determination of whether a job confers essential car user status on the post holder is part of the organisation's structure and job evaluation process.

Essential car users keep the essential car user status until the job role no longer meets the criteria, they change jobs, or the policy alters, at which time the parking permit and/or petrol/mileage expenses will be withdrawn.

### *Obligations of Essential Car Users*

Employees who have essential car user status are contractually required:

- to have a motor car at their disposal during working hours;
- to show Business Use on all car insurance documentation;

- to hold a valid driving license.
- to inform their Line Manager if the car is temporarily un-roadworthy.
- to inform their line Manager if they are disqualified from driving.

#### *Claiming Expenses*

Parking Fees and Mileage/Petrol costs incurred on the Organisation's business should be recovered as expenses in the normal way. The current reimbursement rate is 45p per mile.

#### *Accidents*

If an employee has an accident due to his/her carelessness, negligence or dangerous driving such conduct will be treated as misconduct and might result in dismissal.

If, for whatever reason, an employee ceases to hold a valid driving licence and is thereby unable to carry out their employment properly and effectively or attend for work (as the case may be), then in the absence of suitable alternative employment being available the employee may be liable for dismissal.

#### *Criminal Proceedings*

In the event of either the employee or the Organisation becoming involved in criminal proceedings in connection with the employee's use of his or her own vehicle, the employee will be responsible for all parking fines and charges, costs, fines, criminal compensation and any other similar liability connected with or arising from such criminal proceedings. In the event of the Organisation initially paying some of the above liabilities, the employee will reimburse such sums within 28 days, in default of which the employee agrees that such sums may be deducted from the employee's salary. These provisions also apply to an employee where such fines and other liabilities have been incurred by any other person who has used the vehicle.

## **2.13 Expenses**

You will be reimbursed for authorised and legitimate expenditure reasonably incurred in the course of the proper performance of your duties, i.e. travel, accommodation, agreed out-of-pocket expenditure.

In order to claim expenses you must complete an expense claim form and support the claim by submitting valid receipts.

## **2.14 Organisation Property**

You are not permitted to use Organisation property for any purpose other than its intended use. Organisation property must not be removed from the FASS office premises unless with prior approval.

#### **Damage to Organisation Property**

Any damage to or loss of Organisation property must be immediately reported to your Line Manager.

If, following an investigation, it is found that as a result of your carelessness, negligence or failure to comply with Organisation procedures, or by wilful act, the

Organisation suffers loss or damage of cash, stock, fixtures and fittings or property, this will be construed as serious breach of the rules, which could result in your summary dismissal on grounds of gross misconduct.

You may also be liable to pay the full, or part, cost of making good the Organisation's loss in respect of cash, stock, fixtures and fittings, or property.

In the event that the Organisation makes a claim to its insurers, for repair or replacement, or other losses incurred, it reserves the right to require you to pay any insurance excess that may accrue.

It is an express term of your contract of employment that if Organisation property is damaged, lost or stolen through your negligence or fault, then the Organisation may deduct the cost of repair or replacement from your salary.

Before any decision is made to deduct, the matter will be fully investigated and you will be given an opportunity to state your case and appeal any decision.

### **Return of Organisation Property**

Upon termination of employment for whatever reason, you must return to the Organisation all property belonging to the Organisation including computer, equipment, keys, records and documents within your possession or control belonging or relating to the affairs and business of the Organisation and its service users.

The Organisation may deduct the cost of replacement of any items not returned, or repair of items that are returned damaged, on termination of your employment from your salary or any monies owed to you.

### **Employees' Property**

The Organisation does not accept liability for any loss of, or damage to, property that you bring onto the FASS office premises or other Organisation place of work. You are requested not to bring personal items of value onto the premises, and in particular, not to leave any items overnight.

Any loss or theft of items must be reported to your Line Manager.

### **Lost Property**

If you find any items of lost property they should be handed to your immediate Line Manager, who will retain the items for three weeks. The property will either be handed over to the police or disposed of accordingly.

## **2.15 General**

### **Statements to the Media**

Any statements to reporters from newspapers, radio, television etc. in relation to our business will be given only by Management.

### **Parking**

If parking is provided by the Organisation, all cars parked in such parking areas are parked at the owner's risk and must be parked so as not to obstruct access. It is your responsibility to ensure that your vehicle is parked in a safe area.

# 3

## ABSENCE

*This section sets out the approach the Organisation takes when you are unable to attend work, are taking annual leave or need time off.*

### 3.1 Unauthorised Absence

Employees who deliberately fail to attend work without proper excuse or in breach of management instructions will be committing gross misconduct which could result in dismissal without notice or payment in lieu.

### 3.2 Medical Appointments

In general, employees should try to arrange non-urgent appointments to see a GP, dentist or optician outside working hours.

The Organisation appreciates that it is not always possible to avoid appointments during the working day and employees who need time off should discuss this with their Line Manager. Each case will be judged individually. Employees may be required to make up any lost time.

Employees who have a medical condition which will require regular appointments during the working day should discuss their situation with their Line Manager so that appropriate arrangements can be made.

You may be required to provide evidence of any appointment for which time off is needed.

### 3.3 Ante-natal Care/Adoption Appointments

#### Pregnancy Related Appointments

Employees who are pregnant are entitled to paid-time off to attend ante-natal appointments provided that attendance is based on medical advice. For second and subsequent appointments you may be required to produce an appointment card or similar evidence of the date and time of the appointment.

While there is no limit on the number of appointments that an employee can attend, the Organisation does have the right to refuse time off where it is reasonable to do so. Employees are therefore expected to take reasonable steps to arrange antenatal appointments at a time that will require the minimum amount of time off. Part-time workers should attempt to arrange appointments for days when they are not required to work and all employees should try to avoid appointments in the middle of the working day in order to minimise disruption.

If your partner is pregnant, you are entitled to unpaid time off for up to two antenatal appointments. If you wish to exercise this right you should notify your manager of the date and time of the appointment. You may be asked to provide written evidence that an appropriate appointment has in fact been made.



## **Adoption Appointments**

Employees who are adopting on their own, or have elected to be the primary adopter may take paid time off to attend up to five adoption appointments in certain circumstances.

If you are the partner of the primary adopter, you may take unpaid time off on up to two occasions to attend an adoption appointment.

## **3.4 Sickness Absence**

Regular and reliable attendance at work is an important commitment that the Organisation asks all employees to make. Unjustified or excessive absence can put unfair pressure on colleagues and seriously damage the Organisation's business, to everybody's detriment.

Nevertheless, the Organisation will always try to be supportive when an employee is genuinely too ill to attend work. This policy sets out the Organisation's approach and the steps that you need to take if you are off sick.

### **Reporting Sickness Absence**

If you are too ill to come into work you should personally inform your Line Manager of this fact as soon as possible and in any event by no later than 1 hour before your start time. When you phone in sick you must make every effort to speak to your Line Manager directly. Do not simply leave a message with a colleague or send an email or text. If you need to leave a message for your Line Manager then they may contact you during the day to discuss your absence with you.

It is important that you keep in touch with your Line Manager about the likely length of your absence so that appropriate arrangements can be made for cover and you should phone in sick on every day of your absence unless either you have previously informed your manager that you will be off sick for a particular period of time or your absence is certified by a 'Fit Note' (Form Med 3).

Hangovers are not regarded as legitimate reasons to take sickness absence. Absence by reason of hangovers will be regarded as a disciplinary offence which may result in dismissal without notice or payment in lieu. You should also be aware of the rules governing the consumption of alcohol set out in the Alcohol and Drugs Policy.

The Organisation requires any absence of more than 4 days to be certified by a 'self-certification form' (Form SC2). Any absence of more than a week must be certified by a 'Fit Note' (Forms Med 3 or Med 10). Uncertified absence may be treated as misconduct and will not be paid.

Where any period of sickness absence occurs immediately before or immediately after a period of annual leave then the Organisation may require such absence to be certified by a FIT Note at your own expense.

Where you are absent for an extended period of time (three weeks or more) or where you have high levels of short-term absences the Organisation may refer you to an occupational health professional or seek a medical report from your GP. The purpose of this will be to ascertain when you are likely to be able to return to work and to identify any measures that can be taken to help you return as soon as possible.

Employees who are off sick should not undertake any activities likely to be detrimental to their recovery and should cooperate with the appropriate medical professionals in taking steps to ensure that their recovery is as swift as possible.

The Organisation will maintain regular contact with employees who are off sick for an extended period.

Employees will be required to attend a return to work meeting after any period of sickness absence. The purpose of the meeting is to check on the employee's general health and wellbeing, to catch up with regards to anything that the employee may have missed, and to discuss whether there are any concerns in respect of absence levels.

### **Annual Leave and Sickness Absence**

Employees may request annual leave during any period of sickness absence in the normal way. If you intend to spend any time away from home during your sickness absence you should inform your manager of this fact in advance and provide contact details. The Organisation does not expect employees to take holidays while off sick. In exceptional cases only, where this may assist in an employee's recovery, the Organisation may agree to holidays being taken during sick leave. It is essential however that any such holidays are agreed in advance with the Organisation following the normal holiday request procedure.

### **Phased Return to Work**

As an employee recovers from illness or injury it may be possible for them to undertake a limited range of duties as a preparation for returning to normal work. The Organisation will try whenever appropriate in light of medical advice to allow for a phased return to work from any long-term illness. This may involve reducing the employee's hours, or the scope of their duties or both. The purpose of a phased return, however, is to provide a bridge between sickness absence and normal working and so any such arrangements will be time-limited and will not normally extend over more than three months.

### **Alternative Work**

The Organisation may consider agreeing changes to an employee's duties or other working arrangements when it becomes clear that due to sickness or injury they will not be able to return to normal working. Any such changes will be subject to the needs of the business and there is no guarantee that permanent arrangements of this sort will be possible.

Where duties or working hours are varied in this way then the job being done by the employee will need to be reassessed to determine the appropriate level of remuneration. This will then need to be agreed with the employee. If an agreement is not reached then the Organisation may proceed to dismiss the employee in accordance with the procedure for long-term sickness absence.

### **Disability and Reasonable Adjustments**

The Organisation is committed to making reasonable adjustments to an employee's duties or working arrangements where they would otherwise suffer a disadvantage arising from any disability.

In order to make appropriate adjustments the Organisation needs to know about any disability the employee may have. Employees who feel that they may require an

adjustment should discuss their situation with their Line Manager. Any such discussions will be in the strictest confidence although when an adjustment is made it may be necessary to inform other employees of the reason for this. The extent to which details of any disability will be discussed with other employees will be agreed as part of the process of making the adjustment itself.

The purpose of any adjustment will be to ensure that the employee can work effectively in an appropriate role and on appropriate terms and conditions. The Organisation is not obliged to maintain an employee's level of pay if hours are reduced or the employee is moved to a less senior role as a result of any adjustment. Nor will the Organisation agree to an adjustment which will not result in a commercially practicable working arrangement.

### **Contractual Sick Pay**

If you are unable to attend work because of sickness or injury the Organisation offers Contractual Sick Pay linked to your length of service as detailed in your Contract of Employment.

The organisation operates a 12 month rolling period for entitlement to its Sick Pay Allowance.

If an employee uses some of his/her allowance then this will be deducted from overall entitlement for the 12 month period calculated from the start of absence. Employees must work a full 12 months upon return to work for restoration of full amount of allowance.

#### *Example 1:*

An employee with 5 years continuous service is entitled to 6 months Sick Pay on full pay, followed by 6 months Sick Pay on half pay. Following commencement of absence, if he/she returns to work after nine months, then the allowance remaining will be 3 months at half pay. The employee will require to work continuously for 12 months to be entitled to full allowance again.

#### *Example 2:*

An employee in his/her 2nd year of continuous employment with the organisation is entitled to 2 months Sick Pay at full pay followed by 2 months at half pay. From commencement of absence, if he/she returns to work after 3 months, then the allowance remaining will be 1 month at half pay. The employee will require to work continuously for 12 months to be entitled to full allowance again. Note: in this case the employee will become entitled to a higher allowance due to increased length of service.

### **Work Related Sickness or Injuries**

Where an employee is absent due to sickness or injury as a result of an accident arising out of and in the course of employment, or due to an industrial disease, the employee will be entitled to a separate allowance calculated on the same basis as the sickness allowance provided for in the Contract of Employment.

The allowances in respect of (a) normal sickness and (b) absence due to industrial accident or disease are entirely separate. Periods of absence in respect of one will not count against the period of entitlement for the other.

### **Other conditions**

The payment of contractual sick pay also is dependent on you keeping the Organisation informed in relation to your absence and complying with the requirements of this policy. You will not be entitled to contractual sick pay if you refuse to cooperate with referrals to occupational health or other measures aimed at helping you to return to work. The fact that an employee has not exhausted contractual sick pay will not prevent the Organisation from proceeding to dismissal under the procedure for dealing with long-term absence described in Section 5.2.

If your sickness absence is the result of reckless behaviour on your own part – such as participation in a high-risk sport or arising from disorderly conduct - then any payment of contractual sick pay will be entirely at the Organisation's discretion.

Where your sickness or injury is caused by any unlawful act (such as negligence) on the part of a third party, then any contractual sick pay paid to you will be by way of a loan refundable to the Organisation and must be recovered from that third party in any claim made by you against them.

Any such loan will only be repayable in the event of damages being successfully recovered and will be limited to the amount of damages recovered.

### **3.5 Jury Service/Other Time Off**

There are a number of circumstances in which employees have a right to time off from work either with or without pay. These include jury service and certain public duties such as serving as a local councillor, magistrate or school governor. Where a need for such time off arises you should discuss the matter with your Line Manager who will consider what arrangements should be put in place.

While the Organisation will do its best to accommodate time off in these circumstances, the requirements of an employee's role may mean that the amount of time off granted may be limited.

Where serving on a jury would lead to a level of absence that would be detrimental to the business, the Organisation may require you to seek a deferment.

### **3.6 Compassionate/Bereavement Leave**

In the event an employee suffers a bereavement in their family, the Organisation will exercise its discretion to allow reasonable time off to attend a funeral. What is reasonable will be determined on a case by case basis and the type of leave, whether paid or unpaid, will depend on the circumstances and the relationship the employee had with the individual.

In addition, there may be occasions where it may be necessary for an employee to take compassionate leave. Again, this will be considered on a case by case basis and dependant on circumstances, may be paid or unpaid.

An employee will not be eligible to receive paid bereavement or compassionate time-off benefits while off, or absent from work because of holiday, sickness (paid or unpaid) or for any other reason.

### **3.7 Parental Bereavement Leave**

Employees are entitled to statutory parental bereavement leave (SPBL) if a child for whom they have or were due to have parental responsibility has died or been stillborn after 24 weeks of pregnancy.

Leave can be taken as one week, two consecutive weeks, or two separate weeks, at any time within the first 56 weeks after the child's death.

#### **Notification**

During the first eight weeks after a child has died, you, or someone on your behalf as necessary, need only give notice to the Organisation to take SPBL before you are due to start work on the first day of leave. If you have already started work, then officially your SPBL period will start on the following day. If you want to cancel it at any time during the first seven weeks you can do so as long as it has not started.

After eight weeks, you need to give at least a week's notice to the Organisation to take SPBL. You can cancel it with a week's notice, or re-book it by giving a week's notice.

When giving notice to take SPBL, you must tell the Organisation: the date of the child's death; when you want your leave to begin; and whether you want to take 1 or 2 weeks leave). You can give notice by telephone or by email or by letter.

#### **Parental Bereavement Pay**

To qualify for statutory parental bereavement pay (SPBP) during such leave you must have at least six months' continuous employment and normal weekly earnings of at least the lower earnings limit. It is paid at the same rate as other statutory family leave pay, which is subject to change every year. You can check the most up-to-date figure with your line manager.

To claim SPBP, you must confirm the following information in writing within 28 days of starting any period of SPBL: your name; your entitlement to SPBP; the dates of SPBL you want to claim the pay for; the date of the child's death; and your relationship to the child. You can provide this information at the same time as giving notice to take SPBL, as set out above, so long as it is in writing.

#### **Other leave entitlements**

In addition to parental bereavement leave, if you qualified for:

- maternity or paternity leave and pay and your child has died or been stillborn, you are still entitled to such leave and pay.
- adoption leave and pay, then the adoption leave entitlement runs for another eight weeks from the end of the week in which the child died (unless it would already have ended sooner).

If your planned period of SPBL coincides with another statutory family leave right, your SPBL will end at the start of that other leave. If you wish to take SPBL at the end of the other statutory family leave period, then a fresh notice to take the leave will be required, as per the above notice requirements.

Compassionate or Dependants leave may be available under our Compassionate or Dependants Leave Policy at our discretion. Please speak to your manager if you require time off in addition to parental bereavement leave.

### **3.8 Emergency Time Off for Dependants**

The Organisation recognises that situations arise where you need to take time off work to deal with an emergency involving someone who depends on you. Your husband, wife or partner, child or parent, or someone living with you as part of your family can all be considered as depending on you. Others who rely solely on you for help in an emergency may also qualify. For further detail as to who counts as depending on you and guidance on individual circumstances, please speak to your Line Manager.

Provided the reasons for such a request are genuine and you inform the Organisation as soon as possible that you need this time off, you will be allowed reasonable unpaid time off work to deal with such emergencies.

The right to time off only covers emergencies. If you know in advance that you are going to need time off, you will not qualify for this type of leave and you therefore should arrange this with the Organisation by taking another form of leave, such as annual leave, parental leave etc.

If an emergency occurs and it is not possible for you to inform your Line Manager in advance of any absence you should contact your Line Manager as soon as possible to inform them of the situation. Appropriate arrangements may then be put in place.

If you suffer some other personal emergency you should talk to your Line Manager who will discuss what arrangements can be made to grant you compassionate leave. These arrangements will always be at the discretion of the Organisation and will depend on the circumstances of the case and the impact that any absence on your part may have on the business. However, the Organisation will be sympathetic to your need for time off (which may be paid or unpaid at our discretion) to deal with the situation and make any arrangements that may be necessary.

### **3.9 Annual Leave**

Your individual holiday entitlement, including the calculation of any holiday pay, is set out in your contract of employment. This section of the handbook outlines the general approach taken by the Organisation to requests for annual leave.

All annual leave must be agreed in advance with your Line Manager. You should not make firm travel plans or commitments until a request for leave has been granted and the Organisation will not take such plans into account when dealing with conflicting holiday requests.

Further, no more than two consecutive weeks' holiday can be taken at one time. In certain circumstances, and at the discretion of the business, a longer period may be permitted. If this is required, you should discuss this with your Line Manager, to establish whether this can be accommodated.

#### **What notice do I need to give?**

All requests for leave should be made at least 4 weeks in advance (or 2 weeks in advance for leave of less than 1 week). The means of requesting leave may change

from time to time and you should comply with whatever procedure is in place at the time of the request.

Your Line Manager may refuse any request for leave if it would result in the workplace being understaffed or otherwise prejudice the business. Leave is likely to be refused if it is requested for a particularly busy period or a time when other employees have already had leave approved.

Certain times of year are particularly popular times for requesting holiday. Generally, subject to the needs of the business, leave will be granted on a first come first served basis, but exceptions may be made in the interests of ensuring that holiday is spread through the year on a fair and equitable basis.

### **Our Holiday Year**

All employees are encouraged to take their full holiday entitlement during the holiday year which runs from 01 April to 31 March. However it is your responsibility to schedule your holiday so that it can be taken at an appropriate time.

Employees will be permitted to carry over unused holiday entitlement into the following holiday year. This must be taken by 31<sup>st</sup> May in the new leave year. If it appears likely that holiday entitlement will be carried over into the new holiday year, then the employee should discuss this with their Line Manager.

Employees who leave their employment during the course of a holiday year will be entitled to a pro-rata payment reflecting leave accrued but not taken. Where an employee has, at the time their employment ends, taken a larger proportion of their leave entitlement than the proportion of the holiday year that has expired, then a deduction will be made from the final payment of salary to reflect the holiday which has been taken but not accrued.

The Organisation may insist on annual leave being taken at particular times depending on the needs of the business and these are set out in your contract of employment. We will give reasonable notice of any such requirement (the length of the notice given will be at least twice the duration of the leave the Organisation requires the employee to take).

The Organisation may require annual leave to be taken during the notice period of any employee who has resigned or been dismissed.

## **3.10 Reserve Forces**

The Organisation supports employees who are also member of the reserve forces. Such employees have specific entitlements relating to time off including arrangements for them returning to work after a period of deployment. Employees who are members of the reserve forces or who are considering joining should discuss the implications with their Line Manager.

# 4

## **FLEXIBLE WORKING AND FAMILY RELATED LEAVE**

*The Organisation understands the particular issues faced by employees trying to balance their work and family life. This section sets out the Organisation's policies in this area and the specific rights given to new parents.*

### **4.1 Flexible Working**

The Organisation will try, subject to the needs of the business, to accommodate requests from employees who wish to make changes to their working hours or place of work.

Requests for a change in working arrangements can be made by any employee with at least 26 weeks' continuous service with the Organisation at the time the request is made. Further, only one request per employee may be made in any 12 month period. The request should:

1. be made in writing and state this is a flexible working request;
2. set out the change requested; and
3. describe the impact that the change will have on the operation of the business and how any difficulties caused by the change may be addressed.

When a request is received, the employee will be invited to a meeting to discuss the potential change.

The meeting will normally be conducted by the Service Manager.

The employee will be entitled to be accompanied by a fellow employee to assist in making any representations that may be appropriate.

The application may be refused on one or more of several grounds, these being that the proposed changes will result in:

- a burden of additional cost;
- a detrimental effect on ability to meet service user demand;
- an inability to re-organise work among existing staff;
- an inability to recruit additional staff;
- a detrimental effect on quality;
- a detrimental effect on performance;
- an insufficiency of work during the periods you propose to work;
- a planned structural change; and
- any other ground allowed by regulations.



In refusing any request the Organisation will explain the reasons for the refusal in writing and may make an offer of an alternative arrangement. Discussions may then take place to try to agree a way forward. If no agreement is reached then the employee's terms and conditions will remain unchanged, subject to the right of the employee to appeal the decision.

Any meetings should take place in a spirit of cooperation with both sides seeking to reach agreement on an appropriate way forward.

Any change in working arrangements which results from this process will be confirmed to you in writing.

This policy will not prevent managers agreeing to ad hoc arrangements from time to time. However, any such arrangement will not amount to a variation in your terms and conditions of employment unless specifically agreed to the contrary and confirmed in writing. The Organisation may terminate any such ad hoc agreement at any time and require you to revert to your agreed working arrangements.

As there will inevitably be a limit to the amount of flexibility the Organisation can tolerate without detriment to its interests, employees must accept that the fact that a particular working arrangement has been granted to one employee does not oblige the Organisation to grant it to another.

## **4.2 Maternity Leave**

All employees who give birth are entitled to take maternity leave which lasts for a maximum of 52 weeks. Employees with at least 26 weeks' continuous service immediately before the 15th week prior to the expected week of childbirth will also be entitled to be paid Statutory Maternity pay (SMP) for up to 39 weeks of their absence. Because this is a statutory payment there are a number of procedural requirements that must be met in order to make sure that an employee qualifies. The most important requirements are set out below, but if you have any doubts about the rules that apply you should speak to your Line Manager or the Service Manager who will make sure that you have all the appropriate information.

### **Notification**

To qualify for maternity leave you must provide the Organisation, no later than the end of the 15th week before your EWC (when you are approximately 6 months' pregnant) with the following information:

1. that you are pregnant;
2. the date of the week your baby is due (your expected week of childbirth or EWC);
3. when you intend your maternity leave to start (this date can be changed later – see below); and
4. you must also provide the Organisation with the original Maternity Certificate (MAT B1) issued by your doctor.

In some circumstances the Organisation may be able to accept other medical evidence of when your baby is due, so if there is any difficulty in providing the MATB1 certificate you should discuss this with the Service Manager.

If you intend to take advantage of the right to shared parental leave, you should inform the Organisation of this fact at the same time as you notify the intended start date of your leave.

### **Start of Maternity Leave**

Generally it is up to you to decide when to start your maternity leave. However, your leave cannot begin any earlier than the beginning of the 11th week before your EWC.

Where it is safe to do so, you may choose to continue working right up to your child's birth. However, your maternity leave will begin automatically if you are off sick for a pregnancy-related reason at any stage in the four weeks immediately before your EWC.

If your baby is born before the date that you have notified as the start date for your maternity leave then your maternity leave will begin on the day following the birth.

You may change the date on which you intend to start your maternity leave, but you must notify the Organisation of your new start date at least 28 days before the original date given (or the new date, if that is sooner). If there is a reason why you cannot give this notice then you should explain the situation to the Service Manager and the Organisation will attempt to accommodate your changed circumstances. However, the Organisation may need to insist on delaying the start of your leave until at least 28 days have passed since your notification of a changed date.

When your baby is born you should inform the Organisation of this fact as soon as is reasonable practicable.

### **Duration of Maternity Leave**

The standard length of maternity leave is 52 weeks. Once you indicate the intended start date of your leave, the Organisation will send you a written notification of your expected date of return.

Unless you give due notice to the Organisation of an earlier date of return, it will be assumed that you intend to take your full 52-week entitlement and you will not be expected back at work before your leave ends. You do not then have to give any notice of your return although it would be sensible to contact the Service Manager some time in advance to discuss any arrangements that may need to be made.

At the end of your maternity leave you are generally entitled to return to the same job as you had before your leave began. If you are away for more than 26 weeks, however, there may be circumstances in which that is not reasonably practicable. In that case, the Organisation will provide you with a suitable and appropriate role at the same level of seniority and on no-less favourable terms and conditions.

### **Dismissal or Resignation**

While on maternity leave you remain employed by the Organisation and bound by your contract of employment. If you decide that you want to leave your employment you will need to submit your resignation in the normal way.

The Organisation will not dismiss you for any reason related to your pregnancy or your exercise of any right which arises from it. However, if separate circumstances require your dismissal (for instance, because of redundancy) then that will bring your maternity leave to an end.

If your position becomes redundant during your maternity leave then you will be offered any suitable alternative work that is available.

Statutory Maternity Pay (SMP) is paid to employees who have at least 26 weeks' service immediately before the 15th week before the expected week of childbirth and whose pay is above the Lower Earnings Limit for paying National Insurance Contributions (this changes each year). Employees who earn below that amount may be entitled to a state benefit called Maternity Allowance. The Organisation will provide you with an appropriate form to help you claim this, where appropriate.

To pay SMP, the Organisation needs to be given at least 28 days' notice that you intend to claim it. This will normally be given when you inform the Organisation of your intended start date for maternity leave. If it is not possible to give 28 days' notice, you should give as much notice as is reasonably practicable.

SMP is paid for a maximum total of 39 weeks. The first 6 weeks are paid at 90 per cent of your normal weekly earnings (this is based on an average of your total earnings in the eight weeks immediately preceding the 14<sup>th</sup> week before your expected week of childbirth) and the remaining 33 weeks are paid at a flat rate specified in legislation (this changes each year).

Your entitlement to SMP will be affected if you undertake any paid work (other than 'Keeping in Touch' days, described below) or are taken into legal custody at any time during your period of SMP entitlement. You should inform the Organisation immediately of any such change in your circumstances.

### **Returning to Work Early**

Not every employee will want to take the full 52 weeks of maternity leave. Some may simply want to return to work early and others may wish (with their partner) to take advantage of the right to shared parental leave (see below).

In order to make arrangements to accommodate an early return the Organisation is entitled to ask for 8 weeks' notice of the new date, and if that is not given may delay your return until 8 weeks have passed since your notification.

In any event the law requires that you must not be permitted to return to work during the two weeks immediately following the birth.

### **Returning to Work Late**

Following your maternity leave, you are required to return to work on the date notified to you as your expected date of return. If you are unwell on that date then you should follow the sickness absence procedure set out in Section 5.2 of this handbook.

If you are entitled to begin some other period of leave (such as annual leave or parental leave) then you should ensure that you have followed the appropriate procedure for taking such leave as set out in this handbook.

### **Maternity Suspension (Health and Safety Reasons)**

Depending on the nature of your job, there may be circumstances in which it is unsafe for you to continue working while you are pregnant. In some circumstances the law requires a pregnant employee to be suspended on full pay or transferred to alternative duties. Jobs which may come under this category are identified in the risk assessments that the Organisation has carried out under its health and safety policy. If you are

affected by any health and safety issues connected with your pregnancy then the Organisation will discuss any detailed arrangements that need to be made until it is safe for you to return to your original duties.

### **4.3 Adoption Leave**

Employees who are matched with a child for adoption may be entitled to take up to 52 weeks' adoption leave.

Adoption leave is also available to individuals fostering a child under the "Fostering for Adoption" scheme.

Where two parents are adopting a child, only one of them may take adoption leave, and the other (regardless of gender) is entitled to take paternity leave. If both adoptive parents qualify, they may each take shared parental leave.

The arrangements for taking adoption leave are similar to the arrangements for taking maternity leave, but there are several important differences. The key ones are set out below, but if you believe you are entitled to adoption leave you should discuss the situation with the Service Manager who will ensure that you have all the necessary information.

#### **Notification**

If you intend to take adoption leave you should notify the Organisation of this within seven days of being notified that you have been matched with a child for adoption (or as soon as is reasonably practicable).

Your notification should set out:

- the date when the child is expected to be placed with you; and
- the date when you want to start your adoption leave.

As with maternity leave, you can change your mind about the start date provided the Organisation is given at least 28 days – or as much notice as is reasonably practicable.

The Organisation is entitled to require proof of the adoption which usually takes the form of a matching certificate provided by the agency placing the child.

Adoption leave is the same in duration as that of maternity leave and will last for 52 weeks unless you choose to return early or take advantage of shared parental leave. You may choose to start the leave from the date when the child is placed with you or at any time in the preceding two weeks.

If, for any reason, the placement is brought to an end – for example because the match turns out to be unsuitable – then adoption leave will continue for 8 weeks beyond the end of the placement. After that period you will be expected to return to work as normal.

#### **Adoption Pay**

The arrangements for statutory adoption pay are similar to those for SMP (set out above).

## **Returning to Work Following Adoption Leave**

Your return to work at the end of your adoption leave is on the same basis as for the end of maternity leave (set out above).

### **4.4 Paternity Leave**

Employees with 26 weeks' continuous service as at the 15<sup>th</sup> week before the expected week of childbirth will be entitled to take paternity leave if they expect to have parental responsibility for a child and they are either the mother's partner or one of the adoptive parents. The purpose of the leave must be either to care for the child or to provide support for the child's mother or adoptive parent.

There are a number of administrative requirements that must be met in relation to taking paternity leave and employees should discuss their plans with their Line Manager and the Service Manager at as early a stage as possible. The following paragraphs set out the basic requirements, but there are additional requirements that must be met when adopting a child from overseas and employees in this position should talk to the Service Manager who will make sure that full information is provided.

Employees entitled to take paternity leave are entitled to take either one or two weeks of leave. If two weeks are taken they must be consecutive and no individual days can be taken except with the agreement of the Organisation.

Paternity leave cannot start before a child is born and must be taken at some stage within the first eight weeks following birth (except when the child is born prematurely in which case the leave must be taken within the eight weeks following the expected week of childbirth).

Most new parents choose to begin paternity leave on the date their child is born, but you may if you wish begin the leave at any time you choose provided that the whole of the leave is taken by the end of those eight weeks.

In order to qualify for paternity leave you must notify the Organisation at least 15 weeks before the expected week of your child's birth or within 7 days of having been notified that a child will be placed for adoption. Your notification should specify how much leave you intend to take and when you intend the leave to begin. Should your plans change, you will need to give the Organisation 28 days' notice of any revision.

Paternity leave is payable at the statutory rate, which is subject to change every year. You can check the most up-to-date figure with the Service Manager.

### **4.5 Parental Leave**

Parental leave is a flexible form of unpaid leave designed to help employees spend time caring for their children. Parental leave can be taken up until the child's 18th birthday and is available to employees who have at least one year's service and who have formal parental responsibility for a child.

The basic entitlement is to 18 weeks of unpaid leave in respect of each child.

Parental leave must usually be taken in blocks of one week or more and no more than four weeks' leave will be granted in a single year. However, more flexibility is available in respect of disabled children and you should discuss your requirements with the Service Manager if this applies to you.

A request to take parental leave should be submitted 21 days in advance. While the Organisation will always try to accommodate requests for parental leave, it has the right to postpone any leave for up to six months in order to accommodate business need.

No postponement will be required if you choose to take your first instalment of leave immediately after the birth or adoption of your child. In such circumstances you need only inform the Organisation of your intention 21 days before the expected date of birth or placement. The leave will then begin automatically when your child is born or placed with you.

Parental leave is an entitlement that can be transferred from one employment to another. You may therefore join the Organisation with some outstanding parental leave attaching to a particular child. In such circumstances you should be aware that the qualifying period for taking parental leave still applies and you will need to have been employed for at least one year before you can resume taking parental leave.

## **4.6 Shared Parental Leave**

Shared parental leave is a flexible form of leave available to both parents designed to encourage shared parenting in the first year of a child's life. It allows a more flexible pattern of leave than the traditional arrangement under which the mother takes extensive maternity leave and the father takes a short period of paternity leave.

Employees who give birth or adopt remain entitled to take the full 52 weeks of leave if they choose to do so and the arrangements described above for maternity and adoption leave continue to apply. However, an employee may choose to share part of that leave with their partner provided that certain qualifying conditions are met. When leave is shared in this way, there is no need for the 'primary' leave taker to have returned to work. Both parents can be on leave at the same time, provided that the combined amount of leave taken by the parents does not exceed 52 weeks and provided that all of the leave is taken before the end of 52 weeks following the birth of the child or its placement for adoption.

Generally, parents will qualify for shared parental leave provided that both are working and that each has at least 26 weeks' service with their respective employers. To exercise the right, both parents must inform their employer that they intend to take shared parental leave – usually at the same time as the employer is notified that an employee is pregnant or plans to adopt. They must also give an indication of the pattern of leave that they propose to take.

A parent proposing to take a period of shared parental leave must give the Organisation 8 weeks' notice of any such leave. Depending on the circumstances, it may be possible for the Shared Parental Leave to be taken in intermittent blocks, with one parent returning to work for a time before taking another period of shared parental leave. Such an arrangement can only be made with the agreement of the Organisation. While every effort will be made to accommodate the needs of individual employees, the Organisation may insist on shared parental leave being taken in a single instalment. Any decision as to whether to permit intermittent periods of leave is entirely at the Organisation's discretion.

An employee absent on shared parental leave will be entitled to a weekly payment equivalent to the lower fixed rate of SMP. The number of weeks for which payment will be made will vary depending on the amount of SMP paid to the mother while on maternity leave. Essentially, if the mother ends (or proposes to end) her leave with 10

weeks of SMP entitlement remaining, the parent taking shared parental leave will be entitled to be paid for the first 10 weeks of leave.

Because of the number of options available, shared parental leave can be quite a complicated entitlement. If you want to take advantage of shared parental leave you should discuss this with the Service Manager who will check that you qualify and help guide you through the procedure.

## **4.7 Keeping in Touch Days**

Employees during a period of maternity, adoption or shared parental leave are entitled to 10 keeping in touch days (KIT days). These allow the employee to attend work to catch up on the latest developments, undergo training or some other development activity, or to take part in important meetings without losing their right to subsequent pay entitlements. Employees on shared parental leave are entitled to a further 20 KIT days.

These 'keeping in touch days' are entirely voluntary and employees will not be required to take part, nor is the Organisation under any obligation to arrange for keeping in touch days.

Any payment for attending work on such days will be agreed between the Organisation and the employee at the time the keeping in touch day is arranged.

There is no legal requirement to receive pay for these days.

## **4.8 During Maternity/Adoption or Shared Parental Leave**

The Organisation is keen to keep in touch with employees who are on extended periods of leave, to inform them of any news and consult them over any changes which may take place in the business. However, we appreciate that many employees would prefer to be left alone at this very important time in their lives. In order to get the balance right, the Service Manager may, before your leave begins, discuss with you how best we can keep in touch while you are away.

Please be aware, however, that if an important issue arises on which you need to be consulted, the Organisation may have a legal obligation to discuss the issue with you and keep you informed.

# 5

## HOW WE RESOLVE ISSUES

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***When problems arise in the employment relationship it is important that they are dealt with fairly and promptly. This section sets out the procedures that the Organisation will follow in such cases.***

**Recording of meetings:** Due to the confidential nature of disciplinary and grievance proceedings you must not make electronic or audio recordings of any meetings or hearings conducted under the procedures set out in section 5. You should ensure that any companion you may bring with you to such meetings is also aware of this rule.

### 5.1 Performance Improvement Procedure

It is in everybody's interest for employees to perform well at their jobs and the Organisation aims to ensure that all employees are given the support needed to ensure that they do so. Where there are issues with performance then the employee should receive feedback from their manager setting out any concerns. Discussions should take place about how that performance can be improved. This procedure is designed to be used when such informal discussions do not lead to the employee's performance improving to an acceptable level.

Where an employee's poor performance is believed to be the result of deliberate neglect, or where serious errors have been made to the detriment of the Organisation then it may be more appropriate to use the disciplinary procedure. Which procedure to use shall be at the discretion of the Organisation.

The Organisation also reserves the right not to follow this procedure in full for employees who are within their first two years of employment with the Organisation.

#### **The Right to be Accompanied**

Employees are entitled to be accompanied at any formal meeting held under this procedure by a fellow employee or trade union official of their choice. The Organisation will provide any chosen companions with appropriate paid time off to allow them to attend the meeting. It is, however, up to the employee in question to arrange for a companion to attend the meeting.

If your chosen companion cannot attend on the day scheduled for the meeting then the Organisation will agree a new date. This will usually be within 5 working days of the date originally scheduled. If your companion is not available within that timescale then you may need to find someone else to take their place.

The Companion's role is to advise you during the meeting and make representations on your behalf. However, both you and your companion are required to cooperate in ensuring a fair and efficient meeting. The companion is not entitled to answer questions on your behalf.



## Stage One

The employee's Line Manager will inform them of the nature of the problem and confirm this in writing. The employee will be invited to a formal performance management hearing to discuss the issues raised by the Line Manager's concerns. The invitation will set out the respects in which the line manager believes that the employee's performance still falls short of an acceptable standard. The hearing will be conducted by the employee's Line Manager and will consider any representations the employee may make about their performance, whether it needs to be improved, and if so what steps can be taken to help the employee reach the appropriate level.

Following discussion of the problem, the Line Manager may choose to take no further action; to refer the matter for investigation under the disciplinary procedure (if it appears the issues are linked to conduct rather than performance) or to issue a **written warning** and Performance Improvement Plan which will remain current for a period of 12 months.

## Performance Improvement Plan

A Performance Improvement Plan (PIP) is a series of measures designed to help improve the employee's performance. Each measure will ideally be agreed with the employee, though the Organisation reserves the right to insist on any aspect of the PIP in the absence of such agreement.

Each PIP will be tailored to the particular situation, but will contain the following elements:

**Timescale:** the overall timescale in which the necessary improvement must be achieved will be set out, together with the timescale for reaching individual milestones where appropriate.

**Targets:** The PIP will specify the particular areas in which improvement is needed and set out how and on what criteria the employee's performance will be assessed. Where appropriate, specific targets will be set which will need to be achieved either by the end of the plan or at identifiable stages within it.

**Measures:** The PIP will specify what measures will be taken by the Organisation to support the employee in improving their performance. Such measures may include training, additional supervision, the reallocation of other duties, or the provision of additional support from colleagues.

**Feedback:** As part of the PIP the employee will be given regular feedback from their Line Manager indicating the extent to which the employee is on track to deliver the improvements set out in the plan

If at any stage the Organisation feels that the PIP is not progressing in a satisfactory way, a further meeting may be held with the employee to discuss the issue. As a result of such a meeting the employer may amend or extend any part of the plan.

## Review

At the end of the PIP the employee's performance will be reviewed. If satisfactory progress has been made the employee will be notified of this fact in writing. If the manager feels that progress has been insufficient then they may decide to extend

and/or amend the PIP to such extent as seems appropriate. Alternatively the Line Manager may refer the matter to a meeting under Stage Two of this procedure.

Following the successful completion of a PIP the employee's performance will continue to be monitored. If at any stage during the lifetime of the first written warning, the employee's performance again starts to fall short of an acceptable standard, their Line Manager may decide to institute stage two of this procedure.

## **Stage Two**

If a PIP has not led to sufficient improvement in the employee's performance, the employee will be invited to attend a formal performance management hearing. The invitation will set out the respects in which the Line Manager believes that the employee's performance still falls short of an acceptable standard.

The hearing will be conducted by the employee's Line Manager.

At the hearing, the employee will be given an opportunity to respond to any criticism of their performance and to make representations about any aspect of the way in which the process has been managed.

If the hearing concludes that reasonable steps have been taken which should have allowed the employee to perform to an acceptable standard but that these measures have not worked then a **formal final warning** may be issued. The warning will explain the nature of the improvement which is required in the employee's performance and state that the improvement must be immediate and sustained. It will also explain that if this improvement does not take place then the employee may be dismissed. Where it is appropriate, the warning may be accompanied by an extended or revised PIP.

The warning will remain current for a period of 12 months, after which time it will cease to have effect.

## **Stage Three**

If an employee has been issued with a warning under Stage Two which remains current, and their Line Manager believes that the employee's performance is still not acceptable then the matter may be referred to a further performance management hearing.

The employee will be informed in writing of the grounds of which the hearing is being convened and in particular will be told of the respects in which their performance continues to fall below an acceptable standard.

The hearing will be conducted by the Service Manager or another member of the senior management team nominated for this purpose.

At the meeting the employee will be able to respond to any criticisms made of their performance and make representations about how the situation should be treated.

The manager conducting the meeting may take such action as is judged appropriate up to and including a decision to dismiss the employee.

Any dismissal under this procedure will be with notice or payment in lieu of notice and the decision to dismiss together with the reasons for dismissal will be set out in writing and sent to the employee.

## **Appeals**

An employee may appeal against any decision taken under this procedure. The appeal should be submitted in writing stating your full grounds of appeal within one week of the decision being communicated. An appeal hearing will then be convened to consider the matter. Any PIP that is in force, together with any measures or objectives included within it, will continue in place during the appeal process.

The outcome of the appeal will be confirmed to the employee in writing explaining the grounds of which the decision was reached. The outcome of the appeal will be final.

## **Redeployment**

There may be circumstances in which it becomes clear that an employee would be better suited to a different role within the Organisation. However, any offer to redeploy the employee will be entirely at the Organisation's discretion and will only be made when the Organisation is confident that the employee will be able to perform well in the redeployed role and where there is a suitable available vacancy.

Redeployment may be offered as an alternative to dismissal where the Organisation is satisfied that the employee should no longer be allowed to continue to work in their current role. While the employee is free to refuse any offer of redeployment, the only alternative available in these circumstances will usually be dismissal.

## **5.2 Sickness Absence Procedure**

The Organisation may need to dismiss an employee whose attendance does not meet an acceptable standard either because of a long-term absence or because of a series of short-term absences. Such dismissals do not depend on any wrongdoing on the employee's part and do not mean that the Organisation does not accept that their absences are genuinely due to illness or injury. Rather, dismissal is recognition that unfortunately the employee is no longer able to perform their role, or attend work on a sufficiently regular basis to make their continued employment a viable option.

### **Short-term Absence**

An employee who is absent on more than three occasions within a six month period will be invited to a meeting to discuss their attendance. The meeting will usually be conducted by the employee's Line Manager and the employee will have a right to be accompanied by a fellow employee or a trade union official on the same basis as set out in the performance management procedure.

At the meeting the employee will be asked to explain the level of their absence. Where there is any indication that the absences are caused by an underlying medical condition then the matter may be dealt with under the procedure for long-term absence set out below. The Organisation may also seek medical evidence from either the employee's doctor or an occupational health specialist in which case the meeting will be adjourned for a report to be obtained

Subject to any medical evidence, the Line Manager conducting this first-stage meeting may decide to issue a warning to the employee setting out the Organisation's expectations regarding attendance and indicating the level of improvement needed. A review period will normally be set which may range from one month to 12 months depending on the circumstances.

If the employee's attendance does not improve to the extent required they may at any stage in the review period be invited to attend a second-stage meeting to discuss the matter. The meeting will again be conducted by the Line Manager and the employee will be entitled to be accompanied by a fellow employee or trade union official. This meeting may result in an extension of the review period or the issuing of a final written warning requiring the employee's attendance to improve and setting out the level of improvement required over a specified period of up to one year.

If the employee does not meet this standard and there is no underlying condition where reasonable adjustments would assist the employee to attend then they may be dismissed. A final meeting will be convened which shall be conducted by the Service Manager or another member of the senior management team nominated for this purpose and with authority to dismiss and will consider any representations made by or on behalf of the employee who will once again have the right to be accompanied by a fellow employee or trade union official.

Any dismissal arising out of this meeting will be with notice.

There is a right of appeal against a decision to dismiss which must be exercised within one week of the decision being communicated.

### **Long-term Sickness Absence**

Where an employee is absent for an extended period – or it is clear that their absence is likely to continue for some time – then the Organisation will want to investigate the prospects for their return and consider what actions can be taken to facilitate this. The extent to which the Organisation can continue to accommodate an employee's absence will depend on a range of factors, including the role of the employee and the prevailing circumstances of the business.

The Organisation may seek medical advice as to the employee's condition either from the appropriate professionals caring for the employee or from a specialist occupational health practitioner. The focus will be on ascertaining when the employee will be able to return to work and what steps the Organisation can take to facilitate this.

An employee is not obliged to consent to any medical reports or records being shared with the Organisation as part of this process. However, in the absence of medical evidence the Organisation will have to work on the basis of what information is available in reaching its decision.

One or more meetings will be arranged with the employee to discuss their condition, the prospects for any return to work, and whether anything more can be done by the Organisation to help. The employee will be entitled to be accompanied at the meeting by a fellow employee or trade union official.

Every effort will be made to make suitable arrangements for the meeting to allow the employee to attend. Where the employee is simply too ill to take part in the process, however, the Organisation may proceed to dismissal in the absence of a meeting taking into account any representations made on the employee's behalf.

Where it appears that the employee will be unable to return to work within a reasonable time frame then the Organisation may need to consider dismissal. Any dismissal will be with notice.

There is a right of appeal against a decision to dismiss which must be exercised within one week of the decision being communicated. You should submit your appeal in writing stating your full grounds of appeal.

### **5.3 Disciplinary Procedure**

The Organisation always tries to deal with disciplinary issues fairly and promptly. This procedure sets out the framework under which allegations of misconduct will be investigated and considered. While the procedure set out in this policy will be appropriate in most cases, there may be situations in which it is not practicable to comply with a particular requirement of it. When this happens the Organisation will do its best to deal with the matter fairly and will pay particular attention to the need to give the employee every opportunity to explain their version of events.

The Organisation reserves the right not to follow this procedure in full for employees who are within their first two years of employment with the Organisation.

#### **Definition of Misconduct**

Behaviour which is disruptive, disrespectful to colleagues, or which falls short of the requirements set out in this handbook will be treated as misconduct under the disciplinary procedure. While employees will not usually be dismissed for a first offence a failure to remedy the behaviour or to adhere to required standards may ultimately lead to dismissal once appropriate warnings have been given.

#### **Definition of Gross Misconduct**

Gross misconduct is behaviour which is fundamentally at odds with the employee's duty to the Organisation and their colleagues. In accordance with the disciplinary procedure, gross misconduct will usually result in dismissal without notice, or payment in lieu of notice, even in cases of a first offence.

It is not possible to list every example of gross misconduct which may arise, but the following provides an illustration of the sort of conduct that will fall into this category – some of which are then explained in more detail below:

- Theft;
- Fraud, forgery or other dishonesty, including fabrication of expense claims and time sheets;
- Deliberate acts of discrimination or harassment;
- Refusal to carry out reasonable instructions;
- Violent or intimidating behaviour;
- Wilful damage to property;
- Causing loss, damage or injury through serious negligence;
- Serious misuse of our property or name;
- Serious insubordination;
- Reckless behaviour posing a risk to health and safety;

- Any act or omission constituting serious or gross negligence/or dereliction of duty;
- Sleeping on duty;
- Bringing the organisation into serious disrepute;
- Unauthorised use or disclosure of confidential information or failure to ensure that confidential information in your possession is kept secure;
- Recording audio and/or video of any meeting, conversation or discussion with another person or people without the express prior consent of the person or people being recorded;
- Making untrue allegations in bad faith against a colleague;
- Making a disclosure of false or misleading information under our Whistleblowing Policy maliciously, for personal gain, or otherwise in bad faith;
- Any illegal act during working time or on Organisation premises; and
- Any act described as gross misconduct elsewhere in this handbook.

### **Informal Action**

Most minor acts of misconduct can be dealt with informally through discussions between an employee and their Line Manager. This may consist of management guidance or an informal warning given orally or in writing. These steps are an everyday part of the management process and no formal procedure needs to be followed in respect of them.

Where informal action of this kind fails to resolve an issue, or where the misconduct alleged is considered too serious, then the matter will be dealt with formally under this procedure.

### **Investigation**

If it is alleged that you have committed misconduct, an appropriate investigation will be carried out aimed at gathering all of the relevant evidence. You may be interviewed as part of this investigation and will have the opportunity to point the investigator towards any evidence that you feel is relevant. The right to be accompanied (see below) does not apply to any investigatory interview.

### **Suspension**

If an allegation of misconduct is made against you, then you may be suspended from your duties on full pay while the matter is being dealt with. The Organisation will make every effort to ensure that any period of suspension is kept as short as possible. The purpose of a suspension is either to allow an unhindered investigation to take place, or to protect the interests of the Organisation and its employees. During any period of suspension you may be instructed not to contact other members of staff except for the purposes of preparing for any disciplinary hearing, where specific arrangements will

be made with you. This is not a disciplinary sanction and should not be seen as a predetermination of any disciplinary process.

## **Hearing**

Once the investigation has been carried out, the investigating officer will make a decision about whether there is sufficient evidence to warrant a disciplinary hearing. If there is you will be informed of this and an appropriate date for the hearing will be arranged. This will take place within normal working hours wherever possible.

To ensure that you have adequate time to prepare for the hearing, the Organisation will provide you in advance with a copy of all of the written evidence that will be considered at the hearing. In exceptional cases the Organisation may need to withhold the identities of certain witnesses or hold back sensitive items of evidence. This will only be done where it is considered necessary to protect individuals or the essential interests of the Organisation and every effort will be made to ensure that you are given as much information as possible so that a fair hearing can be conducted.

You will be given sufficient notice of any hearing to allow you to prepare for it. While this will vary from case to case, the Organisation will generally try to give at least two days' notice of any hearing and in complicated cases a longer period of notice may be given.

The purpose of the hearing will be to consider the evidence gathered during the investigation and to consider any representations made by you or on your behalf. The hearing will be conducted by an appropriate manager who, wherever possible, has not previously been involved in the case and who was not responsible for carrying out the investigation.

## **The Right to be Accompanied**

Employees are entitled to be accompanied at any disciplinary hearing by a fellow employee or trade union official of their choice. The Organisation will provide any chosen companion with appropriate paid time off to allow them to attend the hearing. It is, however, up to the employee in question to arrange for a companion to attend the hearing.

If your chosen companion cannot attend on the day scheduled for the hearing then the Organisation will agree a new date. This will usually be within 5 working days of the date originally scheduled. If your companion is not available within that timescale then you may need to find someone else to take their place.

The companion's role is to advise you during the hearing and make representations on your behalf; it is not to answer questions for you. However, both you and your companion are required to cooperate in ensuring a fair and efficient hearing. The companion cannot answer questions on your behalf.

## **Evidence**

The hearing will consider any evidence you choose to present. Should witnesses be prepared to appear on your behalf they will be permitted to do so provided that their evidence is relevant to the issues that need to be decided. The Organisation will not compel or require any employee to appear as a witness on your behalf and in most circumstances evidence arising from the investigation will be presented in written form.

You will be entitled to challenge any of the evidence presented but will not be entitled to cross-examine witnesses.

### **Disciplinary Action**

After considering all of the evidence, including any submissions made by you or on your behalf, the manager conducting the hearing will decide on the outcome. If misconduct is found to have taken place then the usual outcome will be a **written warning** which will be placed on your personnel file.

A warning will stay active for a period of 1 year, after which it will not be taken into account in any future disciplinary action.

If however a further instance of misconduct is found to have occurred (in accordance with this procedure) during the currency of a warning – or if any misconduct is considered to be serious enough to warrant it – then, subject to the formal process above being followed, you will be issued with a **final written warning**.

A **final written warning** will usually remain active for one year, but a longer period may be specified if the manager conducting the hearing feels that the circumstances warrant it.

An employee who is found to have committed further misconduct during a period covered by a final written warning will, following a hearing conducted in accordance with this procedure, generally be dismissed.

### **Dismissal**

An employee will not normally be dismissed under this procedure for a single instance of misconduct unless a final written warning is already in place. However, where gross misconduct is found to have occurred then dismissal without notice or payment in lieu will be the usual outcome.

Gross misconduct is misconduct that is so serious that it fundamentally undermines the relationship between employer and employee. If you are accused of gross misconduct this will be made clear when you are invited to a disciplinary hearing. A wide range of behaviours can amount to gross misconduct but the most common involve dishonesty, violent or aggressive behaviour, the wilful destruction of Organisation property or a deliberate refusal to obey a reasonable instruction.

### **Appeal**

An employee may appeal against the outcome of a disciplinary hearing by doing so in writing stating your full grounds of appeal within one week of being notified of the outcome. The person to whom an appeal should be directed will be detailed in the disciplinary outcome letter. An appeal hearing will be convened and conducted by an appropriate member of the senior management team.

The appeal will consider any grounds the employee chooses to put forward and they will have the same right to be accompanied as at a disciplinary hearing. The result of the appeal hearing will be final.

### **Employee Absence**

It is important that disciplinary issues are dealt with promptly. The Organisation may therefore need to proceed with a disciplinary hearing even if the employee is absent



due to ill health or simply does not attend. Before hearing the matter in an employee's absence, the Organisation will attempt to arrange the hearing in such a way that the employee will be able to attend or to submit written representations to the hearing and/or to arrange for an appropriate representative to attend the hearing on their behalf.

### **Referral to the Protection Unit at Disclosure Scotland**

If the employee is permanently removed, or removes themselves, from a regulated work position with protected adults and/or children, there are circumstances (outlined below) where the Organisation is required to notify the Protection Unit at Disclosure Scotland.

2 Conditions must be met before we let Disclosure Scotland know that something has happened.

Condition 1: A person has been permanently removed/removed themselves from regulated work.

Condition 2: At least 1 of the following 5 grounds apply:

- Caused harm to a child or protected adult
- Placed someone at risk of harm
- Engaged in inappropriate conduct involving pornography
- Engaged in inappropriate sexual conduct
- Given inappropriate medical treatment.

If both of these conditions are met, it is a legal requirement that the Organisation makes a referral to Disclosure Scotland and does so within 3 months of the permanent removal of the employee. Failure to make a referral where required, may result in the Organisation being prosecuted.

Further information is available in the Organisation's Referrals Policy.

## **5.4 Grievance Procedure**

The Organisation aims to be responsive to concerns raised by employees and if you are unhappy with something affecting you at work you are encouraged to raise this with your Line Manager. If that is not possible then you should speak to a member of the management team who will try to assist you in resolving any issue you may have. The following procedure is designed to be used when these informal attempts to resolve any dispute have not been successful.

Examples of issues that could be dealt with under the grievance procedure include:

- a) terms and conditions of employment;
- b) health and safety;
- c) work relations;
- d) bullying and harassment;

- e) new working practices;
- f) working environment;
- g) organisational change; and
- h) discrimination.

The Grievance Procedure should not be used to complain about issues which do not directly relate to, or impact on, you and your work/ working environment.

The Grievance Procedure should not be used to complain about disciplinary action, reasonable action taken under the Performance Management Procedure or Sickness Absence Procedure. Any such complaints should be dealt with under the relevant appeal procedure.

### **Raising a Grievance**

If you feel that the matter needs to be raised formally you should raise a grievance by making a written complaint, stating that it is being made under this procedure. You should give as much information about your grievance, including any relevant dates and times, as you can, so as to allow for any investigation into your concerns to take place.

We would expect you to raise any grievance as soon as possible and, in any event, unless in exceptional circumstances, no later than 6 months after the occurrence of the issue complained of.

A grievance will normally be dealt with by your Line Manager and should be addressed to them directly. Where the grievance is directly concerned with your Line Manager's behaviour, however, you should submit your grievance to the Service Manager or another member of the management team who will arrange for somebody who is not directly involved in the issue to deal with it.

### **Grievance Hearing**

A grievance hearing will then be arranged so that you can explain the issue and suggest how it can be resolved. There may be some cases where your grievance can be dealt with in writing, subject to your agreement. You will have the right to be accompanied by a fellow employee or trade union official to any grievance hearing. The manager conducting the hearing will consider what you have said and may either deal with the matter immediately or decide to carry out further investigations. In that case the hearing will be adjourned until the investigation has been completed.

Once the investigations are concluded, if new information comes to light, if it is considered appropriate, you may be invited in to a reconvened meeting, to have the opportunity to consider and respond to the findings of the investigation. Following this a decision on the outcome of your grievance will be made.

### **Allegations of Misconduct**

Where an employee is making allegations of misconduct on the part of other employees then the Organisation may need to carry out an investigation into the allegations and pursue the matter through the disciplinary procedure. Where this happens the grievance will be held over until the disciplinary process has been

concluded and it may not be possible for the Organisation to provide you with specific detail in relation to what disciplinary action, if any, has been taken.

### **Relationship with Other Procedures**

Where your grievance relates to the conduct of other procedures such as the disciplinary or performance management procedures then the Organisation may choose to either delay the consideration of the grievance until that procedure has been completed or to deal with the grievance in the course of that procedure or by way of appeal if that appears to be a fairer or more straightforward way of dealing with the issue.

### **Appeals**

If you are dissatisfied with the outcome of a grievance then you may appeal. You should submit your appeal in writing stating your full grounds of appeal within one week of being informed of the outcome of your grievance. Your appeal should be directed to the person named in the grievance outcome letter. An appeal hearing will then be convened and conducted by an appropriate member of the senior management team. You will have the right to be accompanied at the appeal by a fellow employee or trade union official. The outcome of any appeal will be final.

# 6

## **EQUAL OPPORTUNITIES, DIVERSITY & INCLUSION**

### **6.1 Equal Opportunities Statement**

We are committed to encouraging equality, diversity and inclusion among our workforce, The aim is for our workforce to be truly representative of all sections of society and our customers, and for each employee to feel respected and able to give their best.

We are fully committed to:

- Treating all of our employees and job applicants equally in all aspects of employment including: recruitment and selection, promotion, transfer, opportunities for training, pay and benefits, other terms of employment, discipline, selection for redundancy and dismissal.
- Creating a working environment that is free of bullying, harassment, victimisation, and unlawful discrimination, promoting dignity and respect for all, and where individual differences and the contributions of all staff are recognised and valued.
- Training managers and all other employees about their rights and responsibilities under this equal opportunities, diversity & inclusion policy.
- Employing, training and promoting employees on the basis of their experience, abilities and qualifications, without regard to race, religion or belief, sex, sexual orientation, pregnancy or maternity, gender reassignment, age, marriage and civil partnership or disability. In this policy these are known as the "Protected Characteristics".
- Making opportunities for training, development and progress available to all employees, who will be helped and encouraged to develop their full potential, so their talents and resources can be fully utilised to maximise the efficiency of the Organisation.

We will not condone any form of bullying, harassment, or unlawful discrimination whether engaged in by employees or by outside third parties who do business with us, such as clients, customers, contractors and suppliers.

Employees have a duty to co-operate with us to ensure that this policy is effective in ensuring equal opportunities and in preventing discrimination, harassment or bullying. Action will be taken under our Disciplinary Procedure against any employee who is found to have committed an act of improper or unlawful discrimination, harassment, bullying or intimidation. Serious breaches of this policy will be treated as potential gross misconduct and could render the employee liable to summary dismissal.

All employees should understand they, as well as the Organisation, can be held liable for acts of bullying, harassment, victimisation and unlawful discrimination, in the course of their employment, against fellow employees, customers, suppliers and the public.

You should draw to the attention of your line manager any suspected discriminatory acts or practices or suspected cases of harassment. You must not victimise or retaliate against an employee who has made allegations or complaints of discrimination or harassment or who has provided information about such discrimination or harassment. Such behaviour will be treated as potential gross misconduct. Employees should support colleagues who suffer such treatment and are making a complaint.

## **Discrimination**

You must not unlawfully discriminate against or harass other people, including current and former employees, job applicants, clients, customers, suppliers and visitors. This applies in the workplace, outside the workplace (when dealing with customers, suppliers or other work-related contacts or when wearing a work uniform), and on work-related trips or events including social events.

The following forms of discrimination are prohibited under this policy and are unlawful:

- Direct discrimination – when someone is treated less favourably than another person because of a Protected Characteristic.
- Indirect discrimination - occurs where an individual's employment is subject to an unjustified provision criterion or practice which e.g. one sex or race or nationality or age group finds more difficult to meet, although on the face of it the provision, criterion or practice is 'neutral'.
- Associative discrimination or discrimination by association – direct discrimination against someone because they associate with another person who possesses a Protected Characteristic.
- Discrimination by perception – direct discrimination against someone because it is thought that they possess a particular Protected Characteristic even if they do not actually possess it.
- Harassment – unwanted conduct related to a relevant Protected Characteristic which has the purpose or effect of violating an individual's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that individual. You may complain of such offensive behaviour even if it is not directed towards you personally.
- Victimisation – when an employee is treated less favourably because they have made or supported a complaint or raised a grievance about unlawful discrimination or are suspected of doing so.
- Disability discrimination: this includes direct and indirect discrimination, any unjustified unfavourable treatment because of something arising in consequence of a disability, and failure to make reasonable adjustments to alleviate disadvantages caused by a disability.

## **Our Commitment**

### **Recruitment**

The recruitment process will be conducted in such a way as to result in the selection of the most suitable person for the job in terms of relevant abilities and qualifications. We are committed to applying our equal opportunities policy statement at all stages of recruitment and selection.

Recruitment publicity will aim to positively encourage applications from all suitably qualified people when advertising job vacancies, in order to attract applications from all sections of the community.

Where vacancies may be filled by promotion or transfer, they will be published to all eligible employees in such a way that they do not restrict applications from employees with a particular Protected Characteristics. However, where having regard to the nature and context of the work, having a particular Protected Characteristics is an occupational requirement and that occupational requirement is a proportionate means of achieving a

legitimate aim, we will apply that requirement to the job role and this may therefore be specified in the advertisement.

The selection process will be carried out consistently for all jobs at all levels. We will ensure that this equal opportunities policy is available to all staff, and in particular is given to all staff with responsibility for recruitment, selection and promotion.

The selection of new staff will be based on job requirements and the individual's suitability and ability to do, or to train for, the job in question. Person specification and job descriptions will be limited to those requirements that are necessary for the effective performance of the job. Candidates for employment, promotion or transfer will be assessed objectively against the requirements of the job.

With disabled job applicants, we will have regard to our duty to make reasonable adjustments to work provisions, criteria and practices or to physical features of work premises or to provide auxiliary aids or services in order to ensure that the disabled person is not placed at a substantial disadvantage in comparison with persons who are not disabled.

All applications will be processed consistently. The staff responsible for short listing, interviewing and selecting candidates will be clearly informed of the selection criteria and of the need for their consistent application. All questions that are put to the applicants will relate to the requirements of the job.

### **Training, transfer and promotion**

We will take such measures as may be necessary to ensure the proper training, supervision and instruction for all line managers in order to familiarise them with our policy on equal opportunities, and in order to help them identify discriminatory acts or practices and to ensure that they promote equal opportunity within the departments for which they are responsible. The training will also enable line managers to deal more effectively with complaints of bullying and harassment.

We will also provide training to all employees to help them understand their rights and responsibilities under the equal opportunities and anti-harassment policies and what they can do to create a work environment that is free of bullying and harassment.

All persons responsible for selecting new employees, employees for training or employees for transfer or promotion to other jobs will be instructed not to discriminate because of one or more of the Protected Characteristics. Where a promotional system is in operation, the assessment criteria will be examined to ensure that they are not discriminatory. The promotional system will be checked from time to time in order to assess how it is working in practice.

When a group of workers who predominantly have a particular Protected Characteristic appear to be excluded from access to promotion, transfer and training and to other benefits, our systems and procedures will be reviewed to ensure there is no unlawful discrimination.

### **Terms of employment, benefits, facilities and services**

All terms of employment, benefits, facilities and service will be reviewed from time to time, in order to ensure that there is no unlawful discrimination on the grounds of one or more of the Protected Characteristics.

### **Equal pay and equality of terms**

We are committed to equal pay in employment. We believe our male and female employees should receive equal pay for like work, work rated as equivalent or work of

equal value. In order to achieve this, we will endeavour to maintain a pay system that is transparent, free from bias and based on objective criteria.

## **Disabilities**

If you are disabled or become disabled, we encourage you to tell us about your condition so that we can support you as appropriate.

If you experience difficulties at work because of your disability, you may wish to contact your line manager to discuss any reasonable adjustments that would help overcome or minimise the difficulty. Your line manager may wish to consult with you and your medical adviser about possible adjustments. We will consider the matter carefully and try to accommodate your needs within reason. If we consider a particular adjustment would not be reasonable we will explain our reasons and try to find an alternative solution where possible.

We will monitor the physical features of our premises to consider whether they might place anyone with a disability at a substantial disadvantage. Where necessary, we will take reasonable steps to improve access.

## **6.2 Menopause Policy**

We are committed to supporting staff affected by the menopause. We recognise that many members of staff will experience the menopause and that, for some, menopause will have an adverse impact on their working lives.

All women will experience menopause at some point during their life. Menopause can also impact trans and non-binary people who may not identify as female. Most of those who experience menopause will do so between the ages of 45 and 55. However, some start experiencing symptoms much earlier. Often, symptoms last between four to eight years, but they can continue for longer.

The majority of those going through menopause will experience some symptoms, although everyone is different and symptoms can fluctuate. Symptoms can include, but are not limited to, sleeplessness, hot flushes, memory loss or poor concentration, headaches, muscle and joint pains, depression and anxiety.

Menopause is preceded by perimenopause, during which the body prepares itself for menopause. Perimenopause can also last several years and can involve similar symptoms to menopause itself. For the purpose of this policy, any reference to menopause includes perimenopause.

### **Open Conversations**

Menopause is not just an issue for women. All staff should be aware of menopause so that they can support those experiencing it or otherwise affected by it.

We encourage an environment in which colleagues can have open conversations about menopause. We expect all staff to be supportive of colleagues who may be affected by menopause in the workplace.

Anyone affected by menopause should feel confident to talk to their line manager about their symptoms and the support they may need to reduce the difficulties menopause can cause them at work.

Line managers and the HR Department should be ready to have open conversations with staff about menopause and what support is available. These conversations should

be treated sensitively, and any information provided should be handled confidentially and in accordance with our Data Protection Policy.

### **Risk Assessments**

We are committed to ensuring the health and safety of all our staff and will consider any aspects of the working environment that may worsen menopausal symptoms. This may include identifying and addressing specific risks to the health and well-being of those experiencing menopause.

### **Support and Adjustments**

While many who experience menopause are able to carry on their working lives as normal, we recognise that others may benefit from adjustments to their working conditions to mitigate the impact of menopause symptoms on their work. If you believe that you would benefit from adjustments or other support, you should speak to your line manager in the first instance. If you feel unable to do so, you should contact a senior manager.

Physical adjustments could include temperature control, provision of electric fans or access to rest facilities. Depending on individual and business needs, adjustments such as flexible working, we may also consider more frequent rest breaks or changes to work allocation. These are examples only and not an exhaustive list.

We may refer you to a doctor nominated by us or seek medical advice from your GP to better understand any adjustments and other support that may help alleviate symptoms affecting you at work.

## **6.3 Bullying and Harassment**

We are committed to providing a working environment free from harassment and bullying and ensuring all staff are treated, and treat others, with dignity and respect. This includes harassment or bullying which occurs at work and out of the workplace, such as on business trips or at work-related events or social functions.

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

Unlawful harassment may involve conduct of a sexual nature (sexual harassment), or it may be related to a Protected Characteristic. Harassment is unacceptable even if it does not fall within any of these categories.

Harassment may include (this is a non-exhaustive list), for example:

- a. unwanted physical conduct or "horseplay", including touching, pinching, pushing and grabbing;
- b. unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless);
- c. offensive e-mails, text messages or social media content;
- d. mocking, mimicking or belittling a person's disability.



A person may be harassed even if they were not the intended "target". For example, a person may be harassed by racist jokes about a different ethnic group if the jokes create an offensive environment.

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

Bullying can take the form of physical, verbal and non-verbal conduct. Bullying may include (this is a non-exhaustive list), by way of example:

- a. physical or psychological threats;
- b. overbearing and intimidating levels of supervision;
- c. inappropriate derogatory remarks about someone's performance;

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

### **If you are being harassed or bullied**

If you are being harassed or bullied, consider whether you feel able to raise the problem informally with the person responsible. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult or embarrassing, you should speak to your line manager who can provide confidential advice and assistance in resolving the issue formally or informally. If informal steps are not appropriate, or have not been successful, you should raise the matter formally under our Grievance Procedure.

We will investigate complaints in a timely and confidential manner. The investigation will be conducted by someone with appropriate experience and no prior involvement in the complaint, where possible. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed on a "need to know" basis. We will consider whether any steps are necessary to manage any ongoing relationship between you and the person accused during the investigation.

Once the investigation is complete, we will inform you of our decision. If we consider you have been harassed or bullied by an employee the matter will be dealt with under the Disciplinary Procedure as a case of possible misconduct or gross misconduct. If the harasser or bully is a third party such as a customer or other visitor, we will consider what action would be appropriate to deal with the problem. Whether or not your complaint is upheld, we will consider how best to manage any ongoing working relationship between you and the person concerned.

Staff who make complaints or who participate in good faith in any investigation must not suffer any form of retaliation or victimisation as a result. Anyone found to have retaliated against or victimised someone in this way will be subject to disciplinary action under our Disciplinary Procedure.

Information about a complaint by or about an employee may be placed on the employee's personnel file, along with a record of the outcome and of any notes or other documents compiled during the process. These will be processed in accordance with our Data Protection Policy.

## **6.4 Monitoring equal opportunities and dignity at work**

We will regularly monitor the effects of selection decisions and personnel and pay practices and procedures in order to assess whether equal opportunity and dignity at work are being achieved. This will also involve considering any possible indirectly discriminatory effects of its working practices. If changes are required, we will implement them. We will also make reasonable adjustments to its standard working practices to overcome barriers caused by disability.

### **Breaches of this Policy**

We take a strict approach to breaches of this policy, which will be dealt with in accordance with our Disciplinary Procedure. Serious cases of deliberate discrimination may amount to gross misconduct resulting in dismissal.

If you believe that you have suffered discrimination you can raise the matter through our Grievance Procedure or Bullying & Harassment Procedure. Complaints will be treated in confidence and investigated as appropriate.

You must not be victimised or retaliated against for complaining about discrimination. However, making a false allegation deliberately will be treated as misconduct and dealt with under our Disciplinary Procedure.

### **Related Policies**

This policy is supported by the following other policies and procedures (in the Employee Handbook):

- (a) Grievance Procedure.
- (b) Disciplinary Procedure.
- (c) Flexible Working Procedure.
- (d) Maternity, Paternity, Adoption and Shared Parental Leave Policies.
- (e) Parental Leave Policy.
- (f) Time Off for Dependants Policy.
- (g) Data Protection Policy.

## **EMPLOYEE HANDBOOK RECEIPT**

This Handbook has been drawn up by the Organisation to provide you with information on employment policies and procedures.

The policies and procedures contained within this handbook do not form part of your contract of employment; therefore, the Organisation reserves the right to make amendments as necessary, for example reflecting changes to the law. Any change will be communicated to all staff. However, you are expected to read and comply with the policies and procedures contained within this handbook. Failure to do so could result in disciplinary action.

If you have any questions or any part of the Handbook is unclear to you, please do not hesitate to raise any queries with a member of management.

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I acknowledge I have read and understood the policies and procedures contained within this handbook

Received by ..... (Employee)

Signed .....

Date .....