**EMPLOYEE HANDBOOK**

**INSERT SGB NAME / LOGO**

**INSERT DATE**

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# Startup, Meeting, Brainstorming, Business, TeamworkINTRODUCTION TO OUR EMPLOYEE HANDBOOK

## Navigating This Handbook

Welcome to the [Insert SGB Name] Employee Handbook!

We have created this document to provide you with further information about working here, and we recommend you read this alongside your contract of employment.

This handbook is split into 3 key sections to help you find what you are looking for:

* **Section A:** Our Contractual Policies & Procedures
* **Section B:** Our Non-Contractual Policies & Procedures

* **Section C:** Family Friendly Policies

We have also included a short section at the start of this document about our culture and would encourage you to read this, particularly if you have recently joined us.

You may find the Table of Contents at the start helpful in navigating around the document too, and if there is anything you are unable to find or if you have any queries, please speak with your Line Manager in the first instance. The table is hyperlinked for those reading online.

## Terminology Used

We have used the following terminology throughout this document:

* **The Organisation** which comprises of [Insert SGB detail]
* **Team Members** which refers to all employees within the organisation.
* **Line Manager** which refers to the management team across the organisation.
* **Board** which refers to the Board of the organisation.

## Contractual Terms

We recommend you read this handbook in conjunction with your contract of employment, in particular Section A which forms part of your contract of employment. You will be asked to sign in acceptance to this handbook [through our HR System] and by signing this, you are agreeing to the terms set out.

This handbook applies to all Team Members within the organisation. For fairness and consistency, all policies and procedures apply to all Team Members across the organisation.

There may be some enhanced terms based on your level, and these will be detailed in your individual contractual terms.

## Changes to This Handbook

We reserve the right to make changes to this handbook at any time reflect current practices and legislative changes, and will keep you updated when amendments are made.

## Key Information

**Your First Day**

The aim of your first day is for you to understand what we do as a business, everyone’s specific role and be coached on our all-important specific standards and processes.

**What to Bring**

**•** Your Passport (or other relevant ID, we will provide some options in advance of your start date)

• Your P45

• Your Training Certificates

• A water bottle and some lunch.

**Who will you meet?**

The first few days is about getting to know people and we won’t expect you to remember everyone’s name, but the important thing is we’ll remember yours!

You’ll be introduced to your colleagues and any individual who will be available to support you as you start to settle in. Any questions, in the first instance you should reach out to your line manager or alternatively these individuals can help:

• Line Manager

• Wider Team

**Your first few days and weeks**

After your fully packed first day, you will be immersed within your team who will teach you the ropes and help you get settled in. You’ll also have the chance to meet with key individuals who will share with you the bigger picture, better understand the organisation’s ambitions, and have a candid chat about the value of your role within the organisation.

**Payment**

All Team Members are paid on [Insert Date] day of each month, and after your first payment, you will receive access to an e-payslip.

We are an accredited Living Wage Employer. This means we will voluntarily pay our employees at least the real living wage set by the Living Wage Foundation each year rather than the much lower government rates.

**[Insert other details e.g. car parking, fob access, entrance/exits]**

## Your Wellbeing

Ultimately our people are key to the success of our business and therefore we need them to work in fulfilled roles where they know they have support in any aspect of their role, but also support in the wider sense for their health and wellbeing. We have the following benefits and support mechanisms in place to ensure that our Team Members have access to the appropriate resources that they might require during their time with us.

**Management Support**

We understand there can be many challenges that impact on your work, and we encourage all Team Members to be open with their Line Manager if they are struggling.

Your Line Manager may:

* Make practical suggestions to deal with the issues you are facing;
* Make adjustments on a temporary or permanent basis to support you in your role;
* Signpost resources available through the Employee Assistance Programme (EAP) as referred to above; or
* Seek advice or support on your behalf through third party support channels.

**Employee Assistance Programme**

Your mental wellbeing is of paramount importance, and therefore we provide all employees access to an Employee Assistance Programme (EAP) through **[Insert Provider]**.

There are a wide range of resources available through this, including:

* **[Insert detail]**

To access the EAP, you can:

* Phone the confidential helpline anytime – the number is **[Insert phone number]**.
* You can also access the portal at **[Insert detail]**.

**Wellbeing Initiatives**

We run a wide range of wellbeing initiatives throughout the year to promote both physical and mental wellbeing, and we would encourage you to get involved.

**Work Life Balance**

We believe in creating a work life balance as this is key to your wellbeing. Whilst we expect people to work hard and efficiently when they are at work, we understand that people have lots of other important things going on outside of work.

If you feel that your working hours are prohibiting a good work/life balance, you can make a request for flexible working as detailed in the Flexible Working Policy detailed in this handbook.

**Pension Scheme**

Our pension scheme is with [Insert Provider Name], and you will receive full details [Insert Provider Name] once you are auto enrolled into the scheme.

**Life Assurance**

We provide life assurance to all employees. If you are entitled to life assurance, you should ensure you complete an expression of wish form for your file and keep this updated with any changes.

**Private Healthcare**

You may have access to private healthcare through [Insert Provider Name] once you have completed your probationary period. You will receive a welcome pack and we would encourage you to understand what is available through the scheme - there are lots of great benefits available to promote better health and wellbeing.

## Your Career

We are keen to support our Team Members develop in their careers and have the below mechanisms in place to allow them to do so.

**Training**

When you join us, we will endeavour to equip you with the skills and knowledge that you need for your role. Throughout your time with us, we will deliver formal and on the job training to support your development. If there is a particular area you feel you need further in-depth training in, you should speak to your Line Manager in the first instance.

**Learning**

We support and encourage life-long learning. We have a range of support in place to enhance learning and we will work with you on the options available.

**Opportunities**

Wherever possible, we will advertise opportunities for Team Members to apply for if they are interested. We encourage all Team Members to look for opportunities to grow and develop when the right role comes up.

**Feedback**

We understand the importance of communication with your Team. We ask our Line Managers to have regular catch ups with their Team Members and to ensure that Team Members are clear on their role, responsibilities, and performance.

## Our Dress Code

We operate a relaxed, but professional working environment which aligns with our culture. Based on this, we operate a smart casual dress code.

What a smart dress code means in practice is:

* We don’t expect you to wear formal business dress, but we do look for you to dress smartly.
* All clothing worn should be neat and clean.
* Shorts, tracksuits, ripped jeans and football colours are considered inappropriate for the office.
* If you are attending business meetings, you should use your own judgement and wear business dress where it is expected.
* On days that you are working from home, you can choose what to wear. However, if you are on video calls, we would ask that your appearance reflects the smart casual dress code.
* We recognise and promote the diversity of cultures and religions of Team Members in relation to our dress code. Where relevant, health and safety will be given consideration and priority.

If you have any questions or need any further information, please speak with your Line manager.

# Pencils, Notebooks, Stack, School Supplies, Write, BlogSECTION A:

# OUR CONTRACTUAL

# POLICIES

## Our Expectations

This section of the Handbook set out the standards of conduct the organisation requires of our Team Members. We appreciate that some of these rules and standards may seem obvious but we want to ensure fairness and avoid any ambiguity on our expectations.

**Duties**

During working hours, we expect you to devote your whole time and attention to the services of the organisation, and to follow all reasonable instructions given by Line managers.

**Timekeeping**

You are expected to arrive in good time for work and your expected start time. If, for any reason, you are going to be late for work, you must inform your Line Manager by telephone. However, telephoning the organisation will not necessarily excuse your lateness. If you become frequently late for work, your Line Manager will discuss this with you and take the appropriate course of action.

**Clocking In & Out**

You are expected to clock in as your shift starts and once your shift ends. You are not permitted to clock in before your shift commences if you arrive early, and you must clock out as soon as your shift ends and before you get ready to leave the premises. Please note, this can result in errors in payroll where you clock in before or after you have finished working and the organisation reserve the right to make appropriate deductions for any overpayments made.

**Rota**

The rota will normally be produced [one week] in advance, but this may be subject to change based on the needs of the organisation and we reserve the right to vary start and / or finish times.

The nature of the organisation means working in the evenings, at weekends and on public holidays is expected, and hours of work may include split shifts.

You should consult your contract for further details in relation to your hours of work.

**Other Team Members**

We expect Team Members to always treat their colleagues with respect and consideration. Any form of bullying or harassment, whether prohibited under the organisation’s equal opportunities policy or not, and whether it is carried out on organisation premises or during working time or not, will normally be treated as gross misconduct.

**Stakeholder/ Third Party Relations**

The organisation's success is built upon its relationship with its stakeholders. You should, therefore, be courteous and pleasant to stakeholders at all times. Rudeness or off-hand treatment of stakeholders will not be tolerated, however badly the stakeholder may have behaved. If the relationship between yourself and a stakeholder is deteriorating you should immediately seek the help of your line manager.

**Personal Mobile Phones**

During working hours, unless on a designated break, we expect you to refrain from using your personal mobile phone, whether for calls, text messages, social media, internet use etc. Your phone should not be kept with you whilst working. If there is an emergency and you need to make a personal call, we expect you to notify your Line Manager first and step away from your work area to briefly make the required personal call.

**Health & Safety**

You are required take all reasonable steps to safeguard your own health and safety and that of any other person who may be affected by your actions at work. You must co-operate with the organisation to ensure a healthy and safe working environment which is in line with our Health and Safety Policy detailed in Section B of this handbook.

**Smoking**

It is an offence to smoke in organisation premises, including the use of e-cigarettes. You may smoke during a designated break, but you should ensure this is outside in a designated smoking area.

**Drugs and Alcohol [SEPARATE DETIALED POLICY AVAILABLE]**

We recognise the impact that both drugs and alcohol may have in the workplace, and as such, aim to ensure a working environment free from the inappropriate use of these. We also recognise that we have a duty to protect other Team Members and our customers from any potential danger posed by a Team Member being under the influence of alcohol or drugs.

Therefore, we require that you attend work free from any influence of alcohol or drugs. Accordingly, we adopt a zero-tolerance policy to alcohol or drug use. Failure to adhere, or reasonable suspicion of failing to adhere to this, may be ground for disciplinary action, up to and including dismissal.

**Equipment**

You may not borrow equipment belonging to the organisation unless prior permission has been obtained from the Board. You should take care of all equipment belonging to the organisation, whether this is kept on organisation premises or at home.

**Personal Details**

We expect you to keep your personal details up to date and accurate [through our HR system] with any changes to your personal details such as your name, home address, bank account, telephone numbers, emergency contacts or any other important information.

**Right of search**

The organisation reserves the right to require you to submit to your personal property including your vehicle being searched whilst on organisation premises. These searches will be random and unannounced and will only be undertaken where there is a concern that property belonging to the organisation, a customer or a Team Member has been removed.

**Breaches of Rules**

Any breaches of the above rules, or failure to observe these rules may result in disciplinary action, up to and including dismissal.

## Holiday Policy

This policy outlines the general approach taken by the organisation in relation to annual and public holiday entitlement.

**General**

* Our holiday year is from [Insert Day & Date] to [Insert Day & Date] each year.
* We look for you to use a proportion of your holidays throughout the year, and your Line Manager will review your holiday usage to ensure this is taking place.
* We may request you to take holidays at certain times of the year by giving you notice of twice the length of the time we wish you to take. For example, if we wish you to take one week of holiday entitlement, we will give you two weeks of notice.
* We generally expect you to use all your entitlement each year, and holiday carry over is not permitted except in exceptional circumstances.
* Holiday pay is payable at your normal rate of pay and holidays are accrued at a daily rate of 1/260 of your whole annual entitlement.
* For consistency, all annual and public holiday entitlement is generally calculated in days rather than hours.

**Annual Holiday Entitlement**

* Your individual annual holiday entitlement, including holiday increments based on length of service, is set out in your contract of employment and you will also be able to view your entitlement [through our HR system].
* If you are contracted to work less than 5 days per week, your paid annual leave and public holiday entitlement will be reduced on a pro-rata basis.
* In your first year of employment, your holiday entitlement will be calculated on a pro-rata basis depending on your start date and the proportion of months you will work in the holiday year.

**Public Holiday Entitlement**

* We recognise [Insert Number] public holidays per year, namely [Christmas Day, Boxing Day, New Year’s Day, Good Friday, Easter Monday, Early May Day, Late May Day].
* These public holidays are included in your annual holiday entitlement [through our HR System], and they are automatically deducted from your holiday balance [through our HR System].
* We reserve the right to amend the public holidays we recognise.
* In some cases, you may be required to work on a public holiday, and in this scenario, you would be entitled to a day’s holiday in lieu which can be taken on a date agreed with your Line manager.

**Requesting Annual Leave**

* You are required to request all annual leave [through our HR System]. You can also cancel and amend holidays [through our HR System]if required.
* Annual leave must be approved by your Line Manager in advance of you taking it.
* You should not make firm travel plans or commitments until a request for leave has been approved by your Line manager. We will not take such plans into account when dealing with conflicting holiday requests, or accept liability for the expense of lost bookings as a result of being unable to accommodate a request.
* Requests for leave should be made [through our HR System] at least 10 working days in advance.
* You are not able to take more than 2 weeks’ worth of annual leave entitlement unless approved by the Board.
* Your Line Manager may refuse any request for leave if it would result in the department being understaffed.
* 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.

**Holidays on Leaving**

* When you leave the organisation, you will be entitled to receive holiday pay for any outstanding holidays that have been accrued for the holiday year up to the date of termination.
* If you have overtaken your accrued holiday entitlement up to your date of leaving, you will be required to refund the equivalent amount of days overtaken, which will be deducted from your final salary payment.
* We may ask you take any outstanding holiday entitlement on specified dates during your notice period, regardless of whether you or the organisation gave notice to terminate your employment.
* If you have an authorised annual leave request during your notice period, we may if necessary for business reasons, require you to cancel all or part of your annual leave.

## Sickness Absence Policy

This policy covers any sickness absence from work which you may have.

**Our Guiding Principle on Absence**

We expect you to make every effort to attend work and avoid sickness absence wherever possible. When you are absent from work, it impacts on the quality of service we can provide, puts pressure on your fellow Team Members and ultimately costs the organisation. However, we do appreciate that from time-to-time people will be unwell.

**Absence Reporting Procedure**

* If you are unable to attend for work, you must make contact by telephone at least one hour before your start time.
* The designated phone number you should make contact on [will be outlined by your Line manager] [is – insert number].
* If you are unable to reach the designated phone number, you should attempt to call another Line manager.
* Your call should state the nature of your illness/absence and specify an expected return to work date.
* The phone call must be made by you personally, unless there is a good reason for this, for example, that you are unable to call due to a medical reason.
* Text messages, social media messages or emails are not acceptable.

**Keep In Touch Throughout Absence**

* You are expected to continue to make contact as detailed in the above absence reporting procedure every day for sickness absences of seven calendar days or less.
* Where you are going to be on sickness absence for more than seven calendar days, your Line Manager will agree the regularity of contact required.

**Sickness Records**

* Your Line Manager will record your absence detailing the reason on the first day of sickness absence and will continue to keep the records up to date until your return to work.
* You should promptly provide all medical evidence provided to you during your absence to your Line manager.
* If your absence exceeds seven consecutive calendar days (including Saturday and Sunday), you must provide a fit note, issued by a medical professional such as your GP, to your Line manager. Current fit notes must cover subsequent periods of absence.
* Failure to follow this procedure may result in disciplinary action being taken in the absence of a reasonable justification.

**Return To Work**

* Regardless of your length of absence, you may be required to complete a return to work form or a return to work meeting, on your return.
* This is a normal part of an absence process to allow us to understand the reasons for absence and any support that is required on your return to work.

**Making Adjustments**

* Your GP might indicate on a fit note that you “may be fit for work”.
* If a fit note is received with additional advice, your Line Manager will discuss the suggested amendments with the aim of facilitating your return to work.
* If amendments are possible you will return to work, and regular reviews will be carried out if necessary.
* It should be noted that any amendments made are not to be viewed as a permanent change to the contract of employment.
* If the suggested amendments are not possible you will remain on sickness absence.

**Access to medical reports/medical examination**

In order to gain as much information about a medical condition as possible, we may also request your permission to contact your GP and ask for a medical report on your condition or require you to have a medical examination by your GP or occupational health professional. You may ask to see any report provided to us by your GP or occupational health professional.

**Sickness during holiday**

Where you fall sick or are injured while on holiday, we will allow the employee to transfer to sick leave and take replacement holiday at a later time. This policy is subject to the following conditions:

* The total period of incapacity must be fully certificated by a qualified medical practitioner where it exceeds seven days
* You must contact your Line Manager (by telephone if possible) as soon as you know there will be a period of incapacity during a holiday
* You must submit a written request no later than 5 days after returning to work setting out how much of the holiday period was affected by sickness and the amount of leave that you wish to take at another time
* Where you are overseas when you fall ill or are injured, evidence must still be produced that the you were ill by way of either a medical certificate or proof of a claim on an insurance policy for medical treatment received at the overseas location.

Where you fulfil all of the above conditions, we will grant you the same number of days' replacement holiday leave as the number of holiday days lost due to sickness or injury.

If you are ill or injured before the start of a period of planned holiday, and consequently unable to take the holiday, we may agree to you postponing the holiday dates to another mutually agreed time. Any period of sickness absence will then be treated in accordance with our normal policy on sickness absence. You must submit a written request to postpone the planned holiday and this must be accompanied by a fit note from your doctor confirming you are unfit.

**Statutory Sick Pay**

* If you have followed the absence reporting procedures, then you may be eligible to receive Statutory Sick Pay (SSP) in accordance with current legislation, should you meet the eligibility conditions.
* SSP does not start until your fourth day of absence meaning the first, second and third day of your absence are unpaid.
* If you are eligible for SSP, you can receive a maximum amount of 28 weeks.
* If you are not eligible for SSP or have used your maximum entitlement, you may be able to claim for additional support and will be required to complete an SSP1 form in this scenario.
* SSP is subject to Tax and National Insurance deductions.

**Organisational Sick Pay**

* You may be entitled to organisational discretionary sick pay if you have the required qualifying service as detailed below, and are absent due to sickness or injury and have followed the correct notification procedure:

|  |  |
| --- | --- |
| Less than [Insert] years continuous service | Statutory Sick Pay only |
| [Insert] years continuous service up to less than [Insert] years continuous service  | A maximum of [Insert days/weeks/months] full pay in a rolling one year period  |
| [Insert] years continuous service or more  | A maximum of [Insert days/weeks/months] full pay in a rolling one year period  |

* If you are entitled to organisational discretionary sick pay, this will be based on your normal pay inclusive of Statutory Sick Pay (SSP).
* Entitlement to organisation discretionary sick pay is based on a rolling one year period, which is the year immediately preceding the start date of a period of sickness. For any period of absence, we will look back to the previous 12 months to establish if you have used any of your entitlement to organisation discretionary sick pay, and we will then be able to calculate your entitlement for the current absence.
* Please note that we will also use discretion in relation to Team Members who are off due to an injury sustained from participating in dangerous sporting activities, or for certain elective procedures.
* Please note that any temporary changes to our usual sickness absence policies and procedures will be communicated to you separately.

**Long Term Absence**

* If you are absent for a period of four weeks or more, we will view this as a ‘long term absence’.
* Should this be the case, we will require further information with regards to your absence, condition and likelihood of a return to work.
* We will discuss your absence with you in full, including what can be done to facilitate a return to work (often referred to as a Health Review Meeting).
* We may request medical information which may include a GP report, occupational health report or medical examination.
* We may consider alternative employment/hours of work for you where appropriate.
* If it becomes clear a return to work cannot be facilitated in the foreseeable future, we may consider the termination of your employment on the grounds of ill health. You have the right to appeal this decision.

## Authorised Absence Policy

The below section sets out how the organisation manage other authorised absence which is not sickness absence as outlined in the Sickness Absence Policy.

**General**

Any time off, except for lateness as detailed below or sickness absence, should be requested [through our HR system] and approved by your Line Manager in advance.

**Medical & Dental Appointments**

Apart from ante-natal appointments, we ask that you arrange any medical or dental appointments outside of working hours. Where this is not possible, you are expected to obtain permission from your Line Manager before taking any time off to attend an appointment. Appointments should be arranged first thing in the morning or last thing at night to minimise any disruption. You will be expected to provide evidence of your appointment.

**Time Off for Public Duties**

You are entitled to ask for time off work for specific public duties. There is no statutory right to be paid for this time off. The permitted amount of time off is that which is reasonable in the circumstances. The public positions for which there is a right to time off are as follows:

* Justice of the Peace;
* Members of a local authority, e.g. local councillors;
* Members of a statutory tribunal;
* Members of a police authority;
* Board of prison visitors or a prison visiting committee;
* Members of health bodies e.g. NHS trusts, health authorities etc.;
* Members of education bodies e.g. managing or governing bodies of local authority educational establishments, grant maintained schools, school councils, colleges of further education etc.;
* Members of the Environment Agency, the Scottish Environmental Protection Agency or a relevant Scottish water and sewerage authority; and
* Members of the Service Authority for the National Criminal Intelligence Service or the Service Authority for the National Crime Squad.

**Jury Service**

You are entitled to time off work for jury service. You should notify your Line Manager on receipt of the jury summons, giving full details. You will not normally be paid for this time off and are advised to claim the expenses to which you are entitled from the court, which will normally include compensation for loss of earnings.

**Compassionate Leave**

Up to [Insert] days’ [paid] [unpaid] compassionate leave can be taken in the event of an immediate family bereavement.

OR

A reasonable amount of [paid] [unpaid] discretionary compassionate leave may be taken in the event of an immediate family bereavement. What is reasonable will be considered at the discretion of the Board.

For the purposes of this policy, an immediate family member is defined as:

* Spouse/established partner
* Child/step-child/son in law/daughter in law
* Grandparent/grandchild
* Parent/step-parent/parent-in-law/foster parent
* Sister, brother

Any other relative who has regularly resided in your household may be considered immediate family and as such leave will only be authorised at the discretion of the Board.

Where you qualify for compassionate leave, you are required to speak with your Line manager, and the time will be recorded [through our HR system].

When you are off work due to a bereavement, we expect you to remain contactable. We will avoid contacting you unless it is urgent.

**Unpaid Authorised Absence**

The Board may grant unpaid leave of absence at their discretion and on a case by case basis.  All requests should be made well in advance to your Line Manager who will refer this to the Board.  You are not permitted to take unpaid leave of absence without prior permission.

**Adverse Weather Conditions & Other Minor Disruptions**

During adverse weather conditions of where there are other minor disruptions such as public transport strikes etc., we will operate the following principles to safely maintain services and ensure a duty of care to employees:

* We expect you to make a genuine effort to report for work at the recognised start time, which may entail having to make special arrangements to ensure you are able to attend each day;
* Where you are unable to attend work, or where you know you will be late, we expect you to contact your Line manager;
* You are not entitled to pay if you are unable to attend for work; and
* Where time has been lost by you in your attempt to get to work, we require this time is arranged either as time off in lieu or as annual leave entitlement, or, where this is not appropriate, the equivalent time lost is made up at a later date by you.

**Major Disruptions**

During major disruptions, such as a pandemic, which means you may not be able to attend the organisation premises, we will communicate arrangements for time off separately with you.

**Lay-off/Short-time working**

The organisation reserves the right to implement short-time working with reduced pay or a period of temporary layoff without pay where this is required due to a downturn in work, to avoid redundancies or for other needs of the organisation.

The organisation will advise you of the circumstances and likely duration where any such period will be implemented. Reasonable notice will be given before the commencement of any such period, and a minimum 7 days notice will be given.

**Unauthorised Absence**

* Where you fail to attend for work and you do not have an authorised reason as detailed above, your absence will be considered as an unauthorised Absence Without Leave (AWOL).
* If we are concerned about your safety or whereabouts, we will attempt to make contact with you, your emergency contacts or in some scenarios, the emergency services. It is therefore important you make contact to avoid this.
* Unauthorised absence is considered as gross misconduct and could result in your dismissal without notice. We may conduct meetings in your absence if you fail to attend.

## Expenses Policy

This policy sets out the organisation's rules on how employees can claim for expenses incurred.

**Purpose**

The purpose of this policy is to ensure you are properly reimbursed for legitimate business expenses and to ensure that these expenses are treated appropriately for tax purposes.

**Purchase Order Procedure**

We require all purchases made on behalf of the organisation to be pre-approved through our purchase order procedure which is available from the Finance team. Where you have incurred expenses personally, the below expense claim procedure and rules will apply.

**Expense Claim Procedure**

We will reimburse you for actual expenditure that is incurred wholly, necessarily and exclusively in connection with authorised duties that you undertake in the course of your employment.

To claim for expenses, you should submit a claim to the Board including original receipts or invoices. Expenses will not be paid unless supporting evidence is provided, together with a completed expenses claim form. This should include original receipts or invoices with the date and time of the transaction (unless you are claiming for mileage).

We will pay claims for authorised expenses by BACS transfer into the same bank account into which your salary is paid.

**Travel**

You should consider whether or not travel is necessary to meet business objectives or if there are more appropriate means, for example teleconferencing or videoconferencing.

**Air**

Any flights must be pre-authorised by the Board before being booked. Where possible, flights should be booked well in advance to benefit from any discounts for early booking.

**Rail**

You can claim for standard class rail fares only. Where possible, rail journeys should be booked well in advance to benefit from any discounts for early booking.

**Taxis**

You can claim for a taxi fare only in limited circumstances. These are:

* where taking a taxi would result in a significantly shorter travel time than using public transport;
* where there are several employees travelling together; or
* where personal security and safety of employees is an issue, for example taxis may be permitted after 9.30pm.

You must obtain a receipt with details of the date, place of departure and destination of the journey.

**Use of your own car**

It may be appropriate and cost-effective to use your own car when travelling on business, for example if you are travelling with several other Team Members or, where there is limited public transport to your destination, or the journey time is significantly shorter than using public transport. Any use of your own car on business is subject to you:

* holding a full UK driving licence;
* ensuring that your car is roadworthy and fully registered; and
* holding comprehensive motor insurance that provides for business use.

Prior authorisation should be sought from the Board before using your own car on business.

We accept no liability for any accident, loss, damage or claim arising out of any journey that you make on business, and we will not pay for the cost of any insurance policy on your own car.

To claim for fuel expenditure, you should set out the distance of the journey undertaken on your expenses claim form. We will pay you a mileage allowance of 45 pence per mile for business mileage under 10,000 miles and 25 pence per mile for mileage over 10,000 miles, or such other rate as set out from time to time by HM Revenue and Customs.

We will pay for tolls, congestion charges and parking costs incurred as part of the business journey, where applicable, but not parking fines.

**Accommodation**

As a guideline for business travel, you should book accommodation equivalent to three-star standard or less. You may book hotel accommodation of up to £120.00 maximum in a major city and £100.00 elsewhere. It is your responsibility to ensure that any hotel reservations are cancelled within the required cancellation period if they are no longer required.

**Overnight Subsistence**

Where you are required to stay away overnight for work, you are entitled to an overnight subsistence to the maximum amount of £25.00 per night (including VAT and service) for meals and other necessary costs. You will be required to present receipts when claiming overnight subsistence.

If one Team Member pays a bill on behalf of other Team Member(s), details of the reason and location and the names and staff numbers of staff must be shown on the expenses claim.

Claiming shares of joint expenses is not permitted under any circumstances. Claims cannot

exceed the number of staff multiplied by the relevant per head cost for the type of meal.

No subsistence claim should be made for lunch unless the cost incurred for a business purpose.

**Expenses that will not be reimbursed**

We will not reimburse you for:

* the cost of any travel between your home and usual place of work (except in exceptional circumstances for early morning/late night transport as set out above);
* the cost of any travel undertaken for personal reasons;
* the cost of any travel for your partner or spouse;
* any fines or penalties incurred while on business for whatever reason, including penalties for not paying for a rail ticket in advance of boarding the train and penalties or fines associated with motoring offences, including speeding or parking fines, clamping or vehicle recovery charges;
* any expenses incurred for personal benefit or to improperly influence or reward a business contact; or
* cash advances or withdrawals from an ATM machine.

You are required to pay for any travel costs incurred by your partner or spouse in the event that they accompany you on business. Your spouse or partner must have adequate travel insurance for that journey.

**False claims**

If we consider that any expenditure claimed by you was not legitimately incurred, we may request further details from you. We will investigate and check any expenses claim, and we may withhold payment where insufficient supporting documents have been provided. Where payment has been made to you prior to the discovery that the claim was not legitimate or correct, we may deduct the value of that claim from your next salary payment on completion of the investigation.

Any abuse of this policy will not be tolerated. This includes, but is not limited to:

* false expenses claims;
* claims for expenses that were not legitimately incurred;
* claims for personal gain;
* claims for hospitality and/or gifts to induce a client or other business contact to take improper action; and
* receipt by you of hospitality and/or gifts from business contacts that may be perceived to influence your judgment.

We will take disciplinary action where appropriate and, in certain circumstances, may treat a breach of this policy as gross misconduct. In addition, we may report the matter to the police for investigation and criminal prosecution.

## Drug and Alcohol Policy

The below policy sets out the organisations approach to handling drugs and alcohol at work.

**General**

* We are committed to maintaining healthy, safe and productive working conditions for all our Team Members.
* We recognise the impact that both drugs and alcohol may have, and as such, aim to ensure a working environment free from the inappropriate use of these
* We also recognise that we have a duty to protect other Team Members and our customers from any potential danger posed by a Team Member being under the influence of alcohol or drugs.

**Our Approach**

We require that you attend work free from any influence of alcohol or drugs. Accordingly, we adopt a zero tolerance policy to alcohol or drug use, and our disciplinary rules on these matters are outlined below:

* Failure to adhere to any of this policy or reasonable suspicion of failing to adhere to this policy may be grounds for disciplinary action up to and including dismissal.
* For the purposes of this policy, organisation premises are regarded as the organisation’s own premises, as well as any sites and any other locations you are required to attend.
* If you are found to be covering for another Team Member who has failed to adhere or is reasonably suspected to have failed to adhere to this policy, this may also be grounds for disciplinary action up to and including dismissal.
* If you have failed to adhere to this policy or are reasonably suspected of failing to adhere to this policy, you may be sent home without pay (for example, if you are unfit for work) or you may be suspended on full pay pending further investigation or a formal disciplinary hearing.

**Alcohol**

* There may be exceptional circumstances where the Board will authorise you to consume alcohol or attend an event where alcohol will be served during the course of your duties, for example, an organisation function.
* You are reminded that if you are consuming alcohol at an event, you are expected to do so in moderation. Any unacceptable conduct, disruptive behaviour or conduct likely to bring the organisation into disrepute as a result of consuming an excessive amount of alcohol may be grounds for disciplinary action up to and including dismissal.

**Drugs**

* In relation to over the counter or prescribed medication, you may consume and possess over the counter or prescribed medication on organisation premises.
* Where over the counter or prescribed medication may adversely affect your performance you are required to declare this to your Line Manager in order that appropriate action may be taken.
* The distribution of over the counter medication to other Team Members on organisation premises (e.g. aspirin, ibuprofen) is at your discretion, but you should leave the decision to take such over the counter medication to the person you are distributing this to. Please note, it is not acceptable to distribute prescribed medication.

**Testing**

The organisation reserves the right to exercise testing for both alcohol and drugs (including psychoactive substances) as follows:

* **With-cause alcohol and drug testing:** A Team Member will be tested for alcohol and drugs in all cases where they have had any involvement in a workplace accident or in any incident that has caused or could have caused a danger to health or safety. Testing will also be carried out where management has grounds to believe or suspect a Team Member is or may be under the influence of alcohol or drugs. Any Team Member who notices obvious signs of alcohol or drug abuse in a colleague should report their observations and/or suspicions in confidence to their Line manager.
* **Random alcohol and drug testing:** Random alcohol and drug testing will be carried out from time to time.
* **Carrying out tests:** Alcohol and drug testing will be carried out by qualified and competent professionals from an external alcohol and drug testing company who will use accepted and reliable methods. A Team Member who either tests positive or unreasonably refuses to submit to an alcohol and drug test will be subject to disciplinary action up to and including dismissal.

**Seeking Help**

If you are suffering from an alcohol or drug dependency, you should speak with your Line manager. We would also encourage you to make contact with local agencies who are able to offer you professional support. We will seek to provide reasonable assistance by treating absences for treatment and/or rehabilitation as sickness absence. If you fail to accept help or fail to continue with treatment, you may be subject to disciplinary action, up to and including dismissal.

## Probationary Period

The below policy sets out our approach to probationary periods.

**Our Approach**

It is our policy to operate probationary periods for all new Team Members and in respect of Team Members who have been transferred or promoted into different posts. We believe the use of probationary periods increases the likelihood you will perform effectively in your new role.

**End of Probationary Period**

At the end of your probationary period, if you have successfully completed this, we will normally write to you to confirm this. If you have not successfully completed your probationary period, we will either extend your probationary period as detailed above, or we may terminate your employment if it is thought unlikely that further training or support would lead to a satisfactory level of improvement. Please note, we may terminate your employment prior to or after completion of your probationary period and this is process is intended more to guide you in your level of performance on joining the organisation.

## Leaving The Organisation

The below sets out our general approach when Team Members leave the organisation.

**Notice Period**

Your contract of employment will set out the notice you and the organisation are required to give you.

**Resignation**

* If you wish to resign, you should do so in writing and you are required to give the notice set out in your contract of employment. We will expect you to work your full contractual notice period, unless otherwise agreed.
* If you fail to work your full contractual notice period without prior authorisation from the organisation, you will not be paid for the portion of the notice period that you have not worked and we may deduct from your final pay any costs incurred as a result of you failing to work your full notice period.

**Redundancy**

* Where we end your employment by reason of redundancy, we will give you employee your full contractual notice and, and unless otherwise agreed, will require you to work the full period of notice.
* We will provide you with any Statutory Redundancy Pay you are entitled to based on your age and length of service.
* We will not pay any Enhanced Redundancy Pay unless expressly stated in your individual contract of employment.
* In this scenario, you will be given a reasonable amount of paid time off work to look for alternative employment. The arrangements for time off must be agreed in advance by your Line manager.

**Retirement**

If you wish to retire, notice should be given in line with the notice period set out in your contract of employment.

**Rights & Obligations During Notice Period**

* During your notice, the contract of employment will continue to remain in force and you will receive full pay and benefits (unless you are being paid in lieu of notice as detailed below).
* During the notice period, you remain bound by all the obligations and restrictions expressly set out or implied in your contract of employment.
* We expect you to act in an entirely appropriate manner during the full period of notice, and uphold the high standards of performance required of all Team Members. This applies no matter who gave notice to terminate the contract of employment and for whatever reason.
* If your performance or conduct during the notice period falls below the required standards, we may address this as a performance or disciplinary matter.
* We may restrict your duties and access to information or resources and impose any other reasonable practices, to better facilitate a handover and/or to protect the organisation’s interests.

**Pay In Lieu Of Notice**

* We may make a payment in lieu of notice for all or any part of your notice period on termination of your employment, rather than you working your notice period. This provision, which is at our discretion, applies whether notice to terminate the contract is given by you or by the organisation.
* The employee will be compensated by being given a payment in place of this, amounting to the payment that they would have received including payment for accrued but untaken annual leave [if they had worked out their notice period][up to your termination date]. A sum constituting the employee's pay in lieu of notice will be transferred into the bank account into which their wages are normally paid.
* Any benefits e.g. pension, life assurance, health insurance etc. will not be due during a period of payment in lieu of notice.

**Garden Leave**

If you are placed on garden leave, you will not be permitted to come to work, meaning you must stay away from the workplace during the garden-leave period. If you are placed on garden leave, we will:

* Take back any equipment belonging to the organisation, typically a laptop, at the start of the garden-leave period;
* Require you not to have any contact with other Team Members, customers or third parties for work-related purposes during the garden-leave period;
* Prevent you from having any contact with another organisation, typically a competitor, during the garden-leave period.

If you are placed on garden leave, your contract of employment will continue in force until the end of your notice period. This means that, during the garden-leave period, you will:

* Continue to receive full pay and benefits (with the exception of benefits that are given to allow you to do your job, such as a work mobile phone) in the normal way;
* Remain bound by all the obligations and restrictions set out in your contract of employment, including any confidentiality clauses and restrictive covenants contained in their contract of employment, save the duty to attend work;
* Not be permitted to take up other employment during the garden-leave period; and
* Be required to remain available to be contacted by the organisation.

**Return of Property**

We require employees to return all property that belongs to the organisation on or before their final working day.

This may include (but is not limited to):

* keys and key cards;
* security and building passes;
* mobile phone;
* computer equipment, such as a laptop;
* removable data storage device;
* credit or charge cards;
* Any hard copy or electronic materials; and
* any other property belonging to the organisation.

If you fail to return any property belonging to the organisation by the required date, we will withhold the whole or any part of any pay due from the organisation to you up to the current market value of the property not returned. We may also issue civil proceedings against you for breach of contract and/or trespass to goods, to the extent that any outstanding pay withheld does not cover the current market value of the property not returned.

**Any Other Outstanding Payments on Leaving**

We may deduct from your final pay all monies owing to us before you leave. This includes (but is not limited to):

* outstanding loans;
* wage advances;
* expenses advances; and
* holiday taken but not yet accrued.

If your final pay is insufficient to cover the sums owed to us, you will enter into a contract with us for the repayment of all sums owed. If you refuse to do this, or default on any repayment agreement, we may bring a civil claim against you to recover the monies (as a debt) and our costs of doing so.

**Holidays During Notice Period**

Further details on holidays during your notice period can be found in the Holiday Policy.

# SECTION B:

# OUR

# NON-CONTRACTUAL POLICIES & PROCEDURES



## Disciplinary Procedure

This procedure sets out how we will deal with performance and conduct issues, and does not form part of your contract of employment.

**Informal Procedure**

* Issues of a minor nature may be discussed in an investigation meeting without recourse to the formal disciplinary procedure.
* You do not have the right to be accompanied, as this is an informal discussion.
* The discussion may be confirmed to you in writing, and if so, there is no right of appeal against a letter issued through an investigation meeting.
* If, following an investigation (which may include an investigation meeting), we decide that it is appropriate to proceed to disciplinary action, then the following formal procedure will begin.

**Formal Procedure**

* You will be invited to attend a disciplinary hearing where the issue will be discussed with you.
* You will be provided, where appropriate, with written copies of evidence and relevant witness statements in advance of a disciplinary hearing.
* At all stages of the formal procedure you will have the right to be accompanied by a trade union representative, an official employed by a trade union or a currently employed work colleague.
* Following the disciplinary hearing, you will be issued with the disciplinary outcome which may be no action, one of the below warnings or summary dismissal on the grounds of gross misconduct.
* During your first two years of employment, we may elect to bypass any of the stages outlined in this formal procedure prior to dismissal.

**Disciplinary Outcomes**

At the conclusion of the disciplinary hearing, any of the following formal disciplinary actions may be deemed to be appropriate and will be confirmed in writing to you, and you will also be advised of your right to appeal.

* **Stage 1 – First written warning:** If your conduct or performance is unsatisfactory, you will be given a formal first written warning. This warning will remain active for a period of 6 months.
* **Stage 2 – Final written warning:** Failure to comply with a first written warning may result in a final written warning being given. This is a final warning and any further requirement to take disciplinary action while this warning is active, will normally result in dismissal with the appropriate length of notice. Occasionally, a single act of misconduct may be deemed sufficiently serious for a final written warning to be issued without prior warnings. A final written warning will remain active for a period of 12 months.
* **Stage 3 – Dismissal or other sanction:** If there is still further misconduct or failure to improve conduct or performance the final step in the procedure may be dismissal or some other action short of dismissal such as demotion or disciplinary suspension. If you are dismissed, you will be provided with date on which your employment will terminate. If some sanction short of dismissal is imposed, you will be warned that if there is no satisfactory improvement then this could result in your dismissal and this warning will remain active for a period of 12 months.
* **Summary Dismissal:** Employment may be terminated summarily, without notice, at any time for gross misconduct. Examples of what may constitute gross misconduct are outlined below and throughout this handbook.

**Gross Misconduct**

As above, your employment may be terminated summarily, without notice, at any time for gross misconduct. Generally, this includes any fundamental breach of contract, conduct which brings the organisation into disrepute or action that is inconsistent with the relationship of fidelity required between [insert SGB name] and employee. In particular this includes, but is not limited to:

* Theft and / or fraud;
* Dishonesty, however minor, including seeking to gain advantage through deception, for example, falsely claiming to be sick or falsely claiming to have completed a particular task;
* Any involvement in bribery, giving, receiving or facilitating bribes;
* Unauthorised entry to computer records or deliberate falsification of records;
* A serious breach of the organisation’s rules or policies;
* Deliberate or reckless damage to the organisation’s property;
* Failure to report a data breach to the appropriate party as per the process;
* Inappropriate, disorderly, indecent or offensive behaviour including fighting or threatening or using physical violence;
* Foul and abusive language;
* An inability to perform duties through being under the influence of alcohol or drugs;
* A serious breach of the organisation’s safety rules
* A single error due to negligence which causes, or could have caused, significant loss, damage or injury to the organisation, our employees or customers;
* Conviction of a criminal offence that makes the employee unsuitable or unable to carry out their duties;
* Refusal to carry out reasonable instructions from a more senior member of management;
* Acts of bullying, harassment or discrimination; and/or
* A serious breach of trust or confidentiality.

This list is not intended to be exhaustive and only gives an indication of the types of offence that may be considered gross misconduct.

**Suspension With Pay**

* You may be suspended while any alleged gross misconduct is being investigated.
* During this time you will be paid at your normal pay rate.
* Any decision to dismiss you will be taken after full investigation.
* When this investigation has been completed the employee will be invited to attend a disciplinary hearing (unless in the first two years of employment) at which you will be entitled to representation to respond to the allegations.
* In cases of misconduct (situations less serious than gross misconduct) it might also be appropriate to suspend the employee if this assists with the investigation.

**Suspension Without Pay**

* In some circumstances suspension without pay may be appropriate.
* Such circumstances may include where your right to work in the UK is pending approval, or you are being held in police custody meaning we are unable to follow procedures for carrying out investigations.
* Where suspension without pay is applied and this turns out to have been an improper decision, pay will be reinstated from the date of the decision being made.

**Appeals**

* You have the right to appeal after a disciplinary sanction has been applied.
* You can exercise your right to appeal by writing to the appeal person named in the letter confirming the outcome of the disciplinary hearing within 5 working days of receiving written notification of the disciplinary sanction.
* Your letter should state the grounds upon which you are lodging your appeal.
* If your appeal is against dismissal, the dismissal decision will stand unless or until, the appeal person decides otherwise.
* We may require to adjourn the appeal hearing if further investigations are required.
* The decision of the appeal person will be notified to you in writing and will be final.

**Grievance Submitted During The Disciplinary Process**

If you submit a grievance during the disciplinary process, relating to that case, the chair will determine whether it is appropriate to suspend the disciplinary process whilst the grievance is investigated or whether the two should run concurrently.

**Failure To Attend A Disciplinary and/or Appeal Hearing**

In the event that you are unable to attend a disciplinary hearing or the reason for the unavailability is due to the companion you have chosen to attend at the time of the proposed meeting, then you may nominate a reasonable alternative time within 5 working days of the original hearing date. If your chosen companion is not available within this timeframe, then you should choose a different companion.

In the event that you fail to attend a disciplinary or appeal hearing without notification, we may re-arrange the meeting or ask for your confirmation that you will attend a future arranged meeting. If you fail to attend for a second time, then the disciplinary/appeal hearing may be heard in your absence based on the available evidence.

**Failure To Attend A Disciplinary and/or Appeal Hearing Through Sickness**

* Employees subject to disciplinary hearings may sometimes be unable to attend by reason of ill-health.
* In such circumstances you will be required to submit a medical certificate from your GP. Depending on the likely duration of the inability to attend hearings, the chair may determine whether to proceed with the hearing or defer for a period of time.
* It is not the intention to penalise employees whose illness genuinely precludes them from attending disciplinary or appeal hearings. Delays to the hearing are not to the advantage of either the employee or the organisation.
* Each individual case will be evaluated on its own merits but the prime objective will be to eliminate or minimise any delay in holding hearings.

**Criminal Convictions Outside Of Work**

* Criminal charges or convictions will not be treated as automatic reasons for dismissal but will be considered to assess whether the offence makes you suitable for continued employment with the organisation.
* We will consider whether there is an adverse connection between the offence and your employment.
* In these circumstances, any disciplinary action will be subject to investigation and process as detailed in this procedure.

## Grievance Procedure

This non-contractual procedure sets out our approach to dealing with grievances relating to employment.

Procedure

Employees who have raised grievances will be treated fairly at all times before, during and after the grievance hearing(s).

It is hoped that most grievances will be resolved during the informal discussions (stage 1 below). If employees are not satisfied with the outcome of informal discussions (in stage 1), they have the right to formally pursue their grievance (stages 2 and 3 below):

**Stage 1 - Informal Stage:**

* If you have a grievance about your employment you should discuss it informally with your Line manager.
* Your Line Manager will discuss this with you and try to resolve your grievance.
* You may progress directly to stage 2 of the procedure if your complaint concerns your Line Manager or is of too personal or sensitive a nature to raise with them.

**Stage 2 - Formal Stage:**

* If you feel that the matter has not been resolved satisfactorily through informal discussions or you are not able to use Stage 1 of the procedure for the reasons outlined above, you should put your grievance in writing to the Board outlining the nature of your grievance and the outcome you are looking for.
* The Board will allocate the appropriate Chair to hear your grievance.
* Prior to any further discussions around your grievance, we may carry out investigations.
* A grievance hearing will then be arranged to discuss your grievance. You, any relevant witnesses and the Chair will attend the meeting. You may choose to be accompanied by a colleague who is not connected to the grievance, by a trade union representative or an official employed by a trade union.
* The Chair will endeavour to give a response within 5 working days of the meeting and will inform you of the appeals procedure.

Stage 3 – Formal Appeal Stage:

* If you are not satisfied with the Chair’s response, you have the right to appeal within 5 working days of receiving the outcome of your grievance hearing.
* To appeal, you should raise the matter, in writing, to the person named in your outcome letter.
* A meeting will be arranged, constituted as in Stage 2, except that another appropriate person will replace the previous Chair. You may choose to be accompanied by a colleague who is not connected to the grievance, by a trade union representative or an official employed by a trade union.
* The Chair will endeavour to give a response within 5 working days of the meeting. This decision will be final.

Investigations

* We are committed to ensuring that all grievances are investigated fully.
* This may involve carrying out interviews with the employee concerned and third parties such as witnesses, Team Members and Line managers, as well as analysing written records and information.
* The investigation report will be made available to all the parties concerned. The identity of witnesses may be kept confidential where necessary.

**Mediation**

* Mediation is a process which may be used when the relationship between two parties in the organisation is under strain.
* Examples of where mediation might be appropriate are
	+ Where there is conflict between two Team Members;
	+ Where there is conflict between a Team Member and their Line manager; or
	+ Following a grievance process in the spirit of moving forward.
* Whilst we encourage these issues to be discussed and resolved between the parties involved, we understand that this is not always possible so an informal approach to dispute resolution can be to hold mediation.
* This is a voluntary process and where appropriate, you will be invited to attend an informal mediation meeting with a trained mediator, which does not form part of the grievance process.

## Equal Opportunities Policy

This policy sets out the organisation’s commitment to providing equal opportunities in employment and to avoiding unlawful discrimination.

**Our Policy**

It is unlawful to discriminate directly or indirectly in recruitment or employment because of age, disability, sex, gender reassignment, pregnancy, maternity, race (which includes colour, nationality and ethnic or national origins), sexual orientation, religion or belief, or because someone is married or in a civil partnership. These are known as ‘protected characteristics’.

We will:

* avoid unlawful discrimination in all aspects of employment including recruitment, promotion, opportunities for training, pay and benefits, discipline and selection for redundancy;
* ensure that no policy, procedure, provision, rule, requirement, condition or criterion will be imposed on any Team Member or job applicant without justification if it would be likely to put that person at a disadvantage on any of the above grounds;
* provide training in equal opportunities to Line managers and others likely to be involved in recruitment or other decision making where equal opportunities issues are likely to arise;
* ensure that positive action is only used in circumstances prescribed under the Equality Act 2010; and
* continue to review the effectiveness of this policy to ensure it is achieving its objectives and as part of this process will monitor the composition of job applicants and the benefits and career progression of employees.

We welcome any information or advice from any Team Member on any equal opportunities matter. In particular, you are requested to bring to the attention of your Line Manager any matters or areas where you believe the organisation's equal opportunities policy is not being complied with.

Information provided by job applicants and Team Members for monitoring purposes will be used only for these purposes and will be dealt with in accordance with data protection legislation.

**Your Responsibilities**

* Every employee is required to assist the organisation to meet its commitment to provide equal opportunities in employment and to avoid unlawful discrimination.
* Employees can be held personally liable as well as, or instead of, the organisation for any act of unlawful discrimination. Employees who commit serious acts of harassment may be guilty of a criminal offence.
* Acts of discrimination, harassment, bullying or victimisation against employees or customers are disciplinary offences and will be dealt with under the organisation’s disciplinary procedure. Discrimination, harassment, bullying or victimisation may constitute gross misconduct.
* If you believe you have been subjected to any act of discrimination at work, you are strongly encouraged to raise the issue under the organisation’s grievance procedure.

## Dignity At Work Policy

We are committed to creating a work environment free of harassment and bullying, where everyone is treated with dignity and respect, and this policy sets out our intentions.

**What is bullying and harassment?**

Behaviour that is considered as bullying can include (but is not limited to):

* Any behaviour that is offensive, intimidating, malicious or insulting; or
* A misuse or abuse of power that is meant to undermine, humiliate or injure;

Harassment is unwanted conduct that (whether intended by the perpetrator or not):

* Is related to the relevant protected characteristics under the Equality Act 2010;
* Makes someone feel intimidated, offended or violates their dignity; or
* Has the effect of creating an intimidating, hostile, degrading or offensive environment.

Different people are offended by different things therefore everyone has the right to decide what behaviour is acceptable to them. As such, conduct can still be considered harassment even if the perpetrator did not intend to harass someone.

We do not tolerate bullying or harassment of any kind. We take all allegations of bullying or harassment seriously and will conduct a full investigation of any such allegations. We do not tolerate victimisation of an employee who has made allegations of bullying or harassment in good faith. In both cases, we will take disciplinary action up to and including dismissal, if appropriate.

In some cases, the recipient of harassment does not have to make it clear in advance that the behaviour is unwelcome in order for disciplinary action to be carried out. For example, in cases where it is clear to any reasonable person that the behaviour would be offensive, e.g. sexual touching.

In other cases, where it is not clear in advance that someone finds a particular behaviour offensive, first-time conduct which unintentionally causes offence will not be harassment. However, if the conduct continues after the recipient has made it clear, through words or actions, that the behaviour is unacceptable to them, it will be considered harassment.

**What to do if you are being bullied or harassed?**

You can try to sort matters informally in the first instance by speaking to the person directly as in some cases, they may not realise their behaviour is unwelcome or offensive. If you do not feel able to do this, please speak to a Line Manager who can do this on your behalf.

If matters cannot be resolved informally, you can make a formal complaint under the organisation’s Grievance Procedure.

## Safeguarding Policy

**Introduction**

The organisation is committed to ensuring that children and young people (and where appropriate Vulnerable Adults) are safe in all respects when involved in organisational activities: this includes paid or unpaid work and any volunteering activity.

We aim to do this through our policy and procedures which are designed to protect and safeguard children, young people and vulnerable adults.  Adherence to our policy and procedure will also protect those within the organisation who work with children, young people and vulnerable adults.

The provisions of this policy apply equally to paid employees and to volunteers (for ease of reference, the term employees will henceforth include volunteers who should be covered by this policy).

There are specific legal definitions of ‘children, young people and vulnerable adults’ as well as the work activities which require to be safeguarded. These important terms are listed below:

* A Child is anyone under the minimum school leaving age (just before or just after their 16th birthday)
* A Young Person is anyone under 18 years (unless the person is employed i.e. the definition does not apply to 16 or 17 year old staff)
* The term Vulnerable Adult does not apply to people just because they may be older or have a disability. The term is defined according to the service, setting or situation where staff or volunteers are in a position of trust and people have a right to expect that trust will not be abused. A person is described in the legislation as a vulnerable adult if they have attained the age of 18 and are those:
* living in residential accommodation, such as a residential care home, a nursing home or a residential special school;
* living in sheltered housing;
* receiving domiciliary care in his or her own home;
* receiving any form of healthcare;
* detained in a prison, remand centre, young offender institution, secure training centre or attendance centre, or under the powers of the Immigration and Asylum Act 1999
* in contact with probation services;
* receiving support, assistance or advice to help them live independently, for example, through the Supporting People programme receiving a service or participating in an activity that is specifically targeted at people with age-related needs or disabilities;
* expectant or nursing mothers in residential accommodation;
* receiving direct payments from Health and Social Care Trusts in lieu of social care services; or
* in need of assistance in the conduct of his or her own affairs.

For the remainder of this document, where the term ‘children, etc’ is used, it should be taken to refer to children and adults as covered by the definitions above.

**Policy**

Employees will be provided with information, support and training in matters relating to the care and protection of children, etc, as appropriate.  Employees must be fully aware of their responsibilities in dealing with children, etc.

Unless specifically stated as part of their role, employees should not directly supervise children, etc. For example, on school visits the group leader is responsible for the supervision and conduct of the visit and employees should not assume sole responsibility for children at any time.

Nevertheless, where an employee is required to work directly with (or assume some responsibility for) children, etc, he/she will be subject during the course of the recruitment process to the appropriate additional reference checks and vetting through Disclosure Scotland. The key decision for the person making the recruitment decision is to decide whether or not the “normal duties” of the work include “Regulated Activity” as defined below and must be used to inform decisions about vetting relevant employees and volunteers.

All checks must strictly observe the provisions of the organisation’s recruitment & Disclosure Scotland procedures.

**Regulated Activity & Normal Duties**

As a result of the enactment of The Protection of Vulnerable Groups Act 2007 tighter regulations and stricter controls have replaced previous arrangements that determine who is to be prevented from working with children and vulnerable adults.

The PVG Act defines regulated work by reference to: the activities that a person does; the establishments in which a person works; the position that they hold; or the people for whom they have day to day supervision or management responsibility.

The Act contains detailed guidance on defining where an individual may be doing regulated work. The criteria most applicable to the work of this organisation are as follows, but further guidance should be obtained if in doubt about a specific situation within the organisation:

* Caring for children/vulnerable adults;
* Teaching, instructing, training or supervising children/vulnerable adults;
* Being in sole charge of children or having unsupervised contact with children/vulnerable adults; or
* Such work is part of normal duties

It is important to note that by no means all individuals who come into contact with children or vulnerable adults through their work are doing regulated work. The person’s normal duties, as defined here, are the main criterion for determining whether or not they are conducting regulated work.

The concept of normal duties is extremely important in limiting the scope of regulated work. For an activity or work in an establishment to be regulated work, the carrying out of the activity or the work in the establishment must be part of the individual's normal duties:

* Normal duties can be considered as something the individual might be expected to do as part of their post on an ongoing basis, for example appearing in a job description;
* Normal duties exclude one-off occurrences and unforeseeable events;
* No particular frequency for undertaking the work or duration of work are specified in the Act as these will depend on the context;
* An activity or work is likely to be “normal duties” when:
* it appears in an individual's job description, task description or contract (but these should not be manipulated to stretch the boundary of the PVG Scheme);
* it can reasonably be anticipated; or
* it occurs regularly
* An activity or work is unlikely to be “normal duties” when:
* done in response to an emergency (unless by an emergency worker);
* arranged at the last minute to stand in for sickness or other unexpected absence of another employee; or
* done as a one-off activity of short duration which is not part of the individual’s normal routine or occupation.

The full guidance on Regulated Activity is available for reference, if required, using the following link:

<http://www.disclosurescotland.co.uk/guidance/infofororg/chap2_regulatedwork/index.html>

**Barred Person**

For the organisation, the key point is that anyone barred from Regulated Activity with children, etc must not be allowed to work in that kind of activity.

A barred person is someone who is to be prevented from working (and seeking to work) with children, young people and vulnerable adults as a result of a decision by the Independent Safeguarding Authority or Disclosure Scotland. Identification is to be achieved by the employer carrying out a CRBS check.

In having regard to its legal obligations as an employer, the organisation notes that:

* it is a criminal offence for a barred person to work, or volunteer, in regulated activity;
* it is a criminal offence for an employer to knowingly employ (either on a paid or voluntary basis) a barred person in regulated activity, and
* where a person is removed from regulated activity by an employer, because the person has caused harm to a child or vulnerable adult, the Independent Safeguarding Authority must be notified.

If at any time, there is concern regarding an employee’s conduct towards children, etc, a sensitive approach will be taken, and no assumptions of guilt should be made unless and until an actual conviction has been obtained in child protection proceedings.  However, there may be sufficient concerns which will be dealt with in accordance with the organisation’s Disciplinary Procedure and may result in dismissal.

**Recruitment Procedure**

If managers/supervisors identify that an employee's role will mean that they will undertake Regulated Activity including working directly with or assisting in activities involving children, etc, the following steps must be taken:

* Ensure that the applicant understands that references will be taken up which will involve screening of police records via the PVG Scheme;
* In addition to the standard recruitment application form ([volunteer registration/application form](http://gateway/sites/Personnel/Public%20View/Volunteer%20information%20form.doc) for volunteers) the employee will complete [Insert Form Name];
* A face-to-face interview involving careful scrutiny of the applicant's details;
* Appropriate background checks, including asking for and taking up references; and
* Application to Disclosure Scotland for PVG clearance where necessary.

The Manager is responsible for ensuring that the necessary checks are carried out and this at the very least should involve obtaining two references, using the Reference Request Form for Working with Children, Young People and Vulnerable Adults.

Before commencing their duties, employees must be advised of the provisions of this policy and receive training as appropriate.

Good recruitment practices and continued vigilance are crucial to a successful safeguarding policy.

**Guidance Notes for Employees and Volunteers who deal with Children, etc**

Children and young people are involved in many aspects of the organisation as visitors, volunteers and through education and community programmes.  The organisation must show that all reasonable steps are taken to:

* provide a welcoming secure and comfortable environment for the benefit and enjoyment of children, etc;
* keep them safe from harm while in the care of its people and volunteers;
* comply with relevant statutory requirements;
* support and protect the interests of people and volunteers who have contact with, or access to, children, etc; and
* safeguard the reputation of the organisation.

The Children Act 1989 gives children, and young people with special needs up to the age of 18, certain rights, including to:

* talk about any worries they have;
* be protected if they are in danger or at risk of harm in any way; and
* be listened to.

The organisation will endeavour to ensure that any such concerns are brought to the attention of, and dealt with, by an appropriate responsible person.

This guidance should also be taken into account when dealing with older vulnerable adults with special needs, such as people over 18 with learning or physical disabilities.

**Activities and Involvement with Children and Young People**

Activities and involvement that come within the scope of this document:

* Visits to the organisation’s property by young people, either unaccompanied or with families, schools or youth organisations;
* Children's activities - events, storytelling, guided walks and educational visits;
* Young members of voluntary groups;
* Schoolchildren on holiday jobs; and
* Children and students under 18 on placements from school and college.

In welcoming and working with young people, the organisation aims to:

* provide a friendly welcome for young people and promote their general welfare;
* recognise that young people have rights as individuals and should be treated with dignity and respect;
* consistently apply fair and objective methods of selecting employees and volunteers who will work with young people;
* plan activities involving young people with care to minimise risks to their health and safety and opportunities for them to suffer harm or injury;
* raise awareness of the dangers to which young people are susceptible; and
* develop appropriate procedures for responding to accidents, incidents and alleged or suspected harm.

**Planning Activities Involving Children & Young People**

Activities involving young people and children must be planned with care to minimise risks to their health and safety and opportunities for them to suffer harm or injury.

Whenever an employee or volunteer works with children, etc (whether or not carers remain ultimately responsible) the following guidelines on appropriate planning and supervision must be observed to reduce the risk of harm:

* Carefully plan activities involving children, etc to ensure that maximum possible protection is provided at all times;
* Give particular attention to health and safety requirements, seeking appropriate advice from your Manager, Events Organiser, or local safety specialist;
* Ensure that parents, teachers, leaders, carers or other accompanying adults are with young people wherever possible;
* If at any time you are solely responsible for any children, etc, know exactly who you are responsible for, the extent of that responsibility, where they are and what they are doing. The organisation strongly recommends that all children, etc are in the care of an accompanying responsible adult and do not become the direct responsibility of the organisation’s employees or volunteers
* Arrange for an appropriate number of adults to be present, bearing in mind the type of activity, the number and age range of the young people attending and any special needs;
* Try to have responsible accompanying adults for every educational group of young people in a ratio of 1:10 or better (1:8 desirable for children under 8);
* Ensure that at least one other organisation employee/volunteer or an external adult, e.g. parent/teacher, will be available to help; and
* Try to have both male and female helpers where practical.

**Code of Conduct**

Some actions, no matter how well intentioned, may be misinterpreted and leave all parties vulnerable.  The following points give guidance on appropriate conduct for employees and volunteers:

* Be alert to any potential harm or inappropriate behaviour in relation to young people;
* Inform young people about the safety issues involved in visits to organisational property and the best way of coping with them;
* If circumstances arise where a single child needs attention, offer to stay with a class or group of children while the teacher/carer attends to the individual;
* At all costs, a one-to-one situation should be avoided, but if unavoidable, ensure it is for a short period only, within earshot and preferably sight of others and never behind closed doors.  Tell someone where you are going, with whom and for how long.  Speak to your Manager if you are worried that you are going to be left on your own with a young person or you are concerned about a young person's safety;
* You should not take a young person alone on a car journey, however short, or take them home without parental approval, except where unavoidable in emergencies;
* You should not allow or engage in suggestive remarks, gestures or touching of a kind which could lead to misunderstanding; and
* Do not hesitate to tell your Manager if you have any concerns regarding the behaviour of any young people or other employees/volunteers who come into contact with them.

**Health & Safety Requirements**

Health and safety requirements must be carefully considered when planning and carrying out activities involving children, etc.  Particular points to be considered are:

* The suitability of the task to be tackled by the young people;
* The provision of safety information to leaders and participants;
* The provision of first aid facilities should also include trained personnel wherever possible;
* Communications and emergency procedures, including action in the event of an accident;
* Fire precautions; and
* The provision of appropriate training.

**Risk Assessments for Young Employees**

The Health & Safety (Young Persons) Regulations 1997 give additional protection to young people at work and are relevant when the organisation employs anyone under the age of 18, including young persons on training schemes and children on work experience.

The regulations require the organisation to:

* Assess risks to the health and safety of an employee under 18 before they start work, taking account of their experience, immaturity and lack of awareness of existing or potential risks;
* Let parents of school-age children (not necessarily in writing) know the key findings of the risk assessment and the control measures taken via the school by the placement/visit organiser;
* Provide appropriate and correct sized PPE;
* Where accidents occur, these should be recorded as per organisation accident reporting procedures;
* Prevent young people from undertaking work:
* beyond their physical or psychological capability;
* where they are unlikely to recognise or avoid the risks owing to their insufficient attention to safety, lack of experience or training;
* where they might be exposed to toxic, carcinogenic, or harmful substances, extreme cold or heat, noise or vibration; or
* where prohibited by legislation, i.e. operation of certain types of machinery.

These prohibitions do not apply where young people over minimum school leaving age are doing work necessary for their training, under proper supervision by a competent person, and providing risks are reduced as far as is reasonably practicable.

**Awareness of Potential Dangers for Children & Young People**

* **Physical** where young people receive physical hurt or injury;
* **Neglect** where adults fail to care for young people and protect them from danger, seriously impairing their health, well-being or development;
* **Emotional** where young people are intimidated by threats, taunts or bullying;
* **Sexual** where young people are encouraged or forced to observe or participate in any form of sexual activity.
* An abuser is most often someone known to the young person, whether a parent, sibling, other relative, family friend or neighbour.  Not only adults harm young people, they may suffer abuse from other children and young people.  Sometimes the abuser may be an adult who holds a position of authority over young people.  There is no certain way of identifying a would-be abuser.  They can be people from any background and do not appear different from the rest of society.

**Procedure for Dealing with Alleged or Suspected Abuse**

If a young person has talked about harm, or harm is suspected, the employee or volunteer must not act alone, start to investigate or make assumptions of guilt or innocence.

The employee or volunteer must immediately:

* Notify their Manager.  The incident should not be investigated internally.  The police should be informed and will call on the local Social Services Child Protection Team Contact the police, social services, NSPCC/Children 1st (Scotland) or other appropriate agency directly if a young person is in imminent danger and or your Manager is not available.  Any relevant employees should be informed as soon as possible.  The local Social Services Child Protection Team has the main responsibility for investigating abuse of young people and they will normally liaise with the police
* Notify relevant employees if they suspect a member of the organisation or a volunteer is involved in harming a young person.  The employee/volunteer should be immediately removed from access to young people, be assured that no presumptions will be made and that any allegations will be fully investigated by the authorities.  If gross misconduct is reasonably suspected, it may be appropriate to require (or possibly suspend) the person so as not to attend the office or property whilst the investigation is being conducted.  These matters will be dealt with through Managers in conjunction with the Directors.

Any employee or volunteer who discloses abuse of any kind may feel that they need to speak to a child care professional for reassurance that they have done the right thing.  The safeguarding agencies operate a 24-hour advice line for anyone concerned about a child.

**Accurate Notes, Confidentiality and Sensitivity**

Full and accurate notes must be written as soon as possible, recording the date and time of the alleged incident or disclosure, parties involved, what was alleged, and action taken. Records must be kept as they may be valuable to the investigation and used as evidence in court.

The legal principle, that the “welfare of the child is paramount”, means that the considerations of confidentiality which might apply to other situations in the organisation should not be allowed to override the right of children to be protected from harm. However, every effort should be made to ensure that confidentiality is maintained for all concerned when an allegation has been made and is being investigated.

A sensitive approach should be taken with the accused to explain why an investigation has to take place and to reassure them that the matter will be handled discreetly and fairly by the organisation.

No assumptions of guilt should be made unless and until an actual conviction has been obtained in child protection proceedings.  However, there may be sufficient concerns which could warrant termination of employment or voluntary work.  These matters will be dealt with through Managers.

**Guidance on** **Responding to Concerns**

If a young person wants to talk about something that is concerning them, it is essential that the employee or volunteer:

* never promises to keep it a secret;
* listens carefully and calmly to what the young person is saying;
* reassures them and if possible, gets advice from a Manager;
* explains to the young person that to help them someone else must be told and that you cannot promise secrecy;
* reassures them that they are not to blame;
* is aware that they may have been threatened if they tell;
* does not push for more information and never asks leading questions e.g. did someone hurt you?;
* let’s them know what will happen next and keep them informed; and
* writes down what they say as soon as possible.

## Health & Safety Policy

**General Principles**

We recognise and accepts our responsibilities to ensure, so far as is reasonably practicable, the health, safety and welfare at work of our employees as well as the health, safety and welfare of members of the public, visitors, contractors or subcontractors on our premises.

**Steps We Will Take**

We consider this to be a prime responsibility and we will ensure that all reasonable precautions are taken to provide and maintain a working environment and conditions that are safe and healthy and comply with all statutory requirements and codes of practice which relate to the activities of the organisation.

In particular, all reasonable practical steps will be taken and the necessary funding will be provided to ensure:

* The provision and maintenance of a working environment that is safe, without risk to health and provides adequate facilities and arrangement for welfare at work;
* The provision and maintenance of systems of work that are safe and without risk to health;
* Safe arrangement are implemented for the use, handling, storage and transportation of articles and equipment;
* The provision of information, instruction, training and supervision as necessary to ensure the health and safety of you and others;
* The provision and maintenance of a safe means of entry and exit from all our premises; and
* The appointment of a competent person and establishment of suitable systems to enable the effective assessment and monitoring of health and safety issues and the implementation of control measures and precautions.

**Our Expectations of You**

We take our responsibilities in respect of health and safety very seriously and you are expected to adopt a similar approach. You are required to familiarise yourself fully with this policy and observe and comply with the associated rules and procedures at all times.

**Review**

This policy and associated procedures will be reviewed regularly and updated as required.

**Signed on behalf of [Insert SGB Name]:**

[Insert Signature]

**[Insert Date]**

## Data Protection Policy

This policy sets out the organisation's commitment to data protection, and individual rights and obligations in relation to personal data.

**Introduction**

We are committed to being transparent about how we collect and use the personal data of our workforce, and to meeting our data protection obligations.

This policy applies to the personal data of job applicants, employees, workers, contractors, volunteers, interns, apprentices and former employees, referred to as HR-related personal data. This policy does not apply to the personal data of customers or other personal data processed for business purposes.

We have appointed [Insert Name & Job Title] [as the person with responsibility for data protection compliance within the organisation] [as our Data Protection Officer and their role is to inform and advise the organisation in relation to its data protection obligations]. Questions about this policy, or requests for further information, should be directed to them at [Insert email address].

**Definitions**

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

**Data Protection Principles**

We process HR-related personal data in accordance with the following data protection principles. We:

* Process personal data lawfully, fairly and in a transparent manner;
* Collect personal data only for specified, explicit and legitimate purposes;
* Process personal data only where it is adequate, relevant and limited to what is necessary for the purposes of processing;
* Keep accurate personal data and takes all reasonable steps to ensure that inaccurate personal data is rectified or deleted without delay;
* Keep personal data only for the period necessary for processing;
* Adopt appropriate measures to make sure that personal data is secure, and protected against unauthorised or unlawful processing, and accidental loss, destruction or damage.

We tell individuals the reasons for processing their personal data, how we use such data and the legal basis for processing in our privacy notices. We will not process personal data of individuals for other reasons.

Where we process special categories of personal data or criminal records data to perform obligations or to exercise rights in employment law, this is done in accordance with our policy on special categories of data and criminal records data.

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

Personal data gathered during the employment, worker, contractor or volunteer relationship, or apprenticeship or internship is held in the individual's personnel file (in hard copy or electronic format, or both), and on HR systems. The periods for which we hold HR-related personal data are contained in our privacy notices.

We keep a record of processing activities in respect of HR-related personal data in accordance with the requirements of the General Data Protection Regulation (GDPR).

**Subject Access Requests**

Individuals have the right to make a subject access request.

* We will provide the individual with a copy of the personal data undergoing processing. This will normally be in electronic form if the individual has made a request electronically, unless they agree otherwise.
* To make a subject access request, the individual should send the request to the person responsible for data as mentioned above. In some cases, we may need to ask for proof of identification before the request can be processed. We will inform the individual if we need to verify their identity and the documents they require.
* We will normally respond to a request within a period of one month from the date it is received. In some cases, such as where we process large amounts of the individual's data, we may respond within three months of the date the request is received. We will write to the individual within one month of receiving the original request to tell them if this is the case.
* If a subject access request is manifestly unfounded or excessive, we are not obliged to comply with it. Alternatively, we can agree to respond but will charge a fee, which will be based on the administrative cost of responding to the request. A subject access request is likely to be manifestly unfounded or excessive where it repeats a request to which we have already responded. If an individual submits a request that is unfounded or excessive, we will notify them that this is the case and whether or not we will respond to it.

**Other Rights**

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

* rectify inaccurate data;
* stop processing or erase data that is no longer necessary for the purposes of processing;
* stop processing or erase data if the individual's interests override the organisation's legitimate grounds for processing data (where the organisation relies on its legitimate interests as a reason for processing data);
* stop processing or erase data if processing is unlawful; and
* stop processing data for a period if data is inaccurate or if there is a dispute about whether or not the individual's interests override the organisation's legitimate grounds for processing data.

To ask us to take any of these steps, the individual should send the request to [Insert Name] [Insert email address].

**Data Security**

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

Where we engage third parties to process personal data on our behalf, such parties do so on the basis of written instructions, are under a duty of confidentiality and are obliged to implement appropriate technical and organisation measures to ensure the security of data.

**Data Breaches**

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

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

**International Data Transfers**

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

**Individual Responsibilities**

Individuals are responsible for helping the organisation keep their personal data up to date. Individuals should let us know if data provided changes, for example if an individual moves house or changes their bank details.

Individuals may have access to the personal data of other individuals and of our customers in the course of their employment, contract, volunteer period, internship or apprenticeship. Where this is the case, we rely on individuals to help meet our data protection obligations to staff and to customers.

Individuals who have access to personal data are required:

* to access only data that they have authority to access and only for authorised purposes;
* not to disclose data except to individuals (whether inside or outside the organisation) who have appropriate authorisation;
* to keep data secure (for example by complying with rules on access to premises, computer access, including password protection, and secure file storage and destruction);
* not to remove personal data, or devices containing or that can be used to access personal data, from the organisation's premises without adopting appropriate security measures (such as encryption or password protection) to secure the data and the device; and
* not to store personal data on local drives or on personal devices that are used for work purposes.

Failing to observe these requirements may amount to a disciplinary offence, which will be dealt with under the disciplinary procedure. Significant or deliberate breaches of this policy, such as accessing employee or customer data without authorisation or a legitimate reason to do so, may constitute gross misconduct.

**Training**

Individuals whose roles require regular access to personal data, or who are responsible for implementing this policy or responding to subject access requests under this policy, will receive training to help them understand their duties and how to comply with them.

## Employee Privacy Notice

**Data controller**

[Insert SGB Name] [Insert Registered Address]

**Data Protection Officer**

[Insert Name & Job Title if there is a DPO]

We collect and process personal data relating our employees to manage the employment relationship. We are committed to being transparent about how we collect and use that data and to meeting our data protection obligations.

 **What information does the organisation collect?**

We collect and processes a range of information about you. This includes:

* your name, address and contact details, including email address and telephone number, date of birth and gender;
* the terms and conditions of your employment;
* details of your qualifications, skills, experience and employment history, including start and end dates, with previous employers and with the organisation;
* information about your remuneration, including entitlement to benefits such as pensions or insurance cover;
* details of your bank account and national insurance number;
* information about your marital status, next of kin, dependents and emergency contacts;
* information about your nationality and entitlement to work in the UK;
* information about your criminal record;
* details of your schedule (days of work and working hours) and attendance at work;
* details of periods of leave taken by you, including holiday, sickness absence, family leave and sabbaticals, and the reasons for the leave;
* details of any disciplinary or grievance procedures in which you have been involved, including any warnings issued to you and related correspondence;
* assessments of your performance, including appraisals, performance reviews and ratings, performance improvement plans and related correspondence;
* information about medical or health conditions, including whether or not you have a disability for which the organisation needs to make reasonable adjustments; and
* equal opportunities monitoring information, including information about your ethnic origin, sexual orientation, health and religion or belief.

We may collect this information in a variety of ways. For example, data might be collected through application forms, CVs or resumes; obtained from your passport or other identity documents such as your driving licence; from forms completed by you at the start of or during employment (such as benefit nomination forms); from correspondence with you; or through interviews, meetings or other assessments.

In some cases, we may collect personal data about you from third parties, such as references supplied by former employers and information from employment background check providers.

**Why does the organisation process personal data?**

We need to process data to enter into an employment contract with you and to meet our obligations under your employment contract. For example, we need to process your data to provide you with an employment contract, to pay you in accordance with your employment contract and to administer benefits, pension and insurance entitlements.

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

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

* run recruitment and promotion processes;
* maintain accurate and up-to-date employment records and contact details (including details of who to contact in the event of an emergency), and records of employee contractual and statutory rights;
* operate and keep a record of disciplinary and grievance processes, to ensure acceptable conduct within the workplace;
* operate and keep a record of employee performance and related processes, to plan for career development, and for succession planning and workforce management purposes;
* operate and keep a record of absence and absence management procedures, to allow effective workforce management and ensure that employees are receiving the pay or other benefits to which they are entitled;
* obtain occupational health advice, to ensure that it complies with duties in relation to individuals with disabilities, meet its obligations under health and safety law, and ensure that employees are receiving the pay or other benefits to which they are entitled;
* operate and keep a record of other types of leave (including maternity, paternity, adoption, parental and shared parental leave), to allow effective workforce management, to ensure that the organisation complies with duties in relation to leave entitlement, and to ensure that employees are receiving the pay or other benefits to which they are entitled;
* ensure effective general HR and business administration;
* provide references on request for current or former employees;
* respond to and defend against legal claims; and
* maintain and promote equality in the workplace.

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

Where we process other special categories of personal data, such as information about ethnic origin, sexual orientation, health or religion or belief, this is done for the purposes of equal opportunities monitoring.

**Who has access to data?**

Your information may be shared internally, including Line managers and the Board where access to the data is necessary for performance of their roles.

We share your data with third parties in order to obtain pre-employment references from other employers and obtain employment background checks where requires. We may also share your data with third parties in the context of a sale of some or all of its business. In those circumstances the data will be subject to confidentiality arrangements. We also share your data with third parties that process data on our behalf in connection with HR and payroll, the provision of benefits and the provision of occupational health services.

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

**How does the organisation protect data?**

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

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

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

We will hold your personal data for the duration of your employment. The periods for which your data is held after the end of employment is 6 years.

**Your rights**

As a data subject, you have a number of rights. You can:

* access and obtain a copy of your data on request;
* require us to change incorrect or incomplete data;
* require us to delete or stop processing your data, for example where the data is no longer necessary for the purposes of processing; and
* object to the processing of your data where we are relying on its legitimate interests as the legal ground for processing.

If you would like to exercise any of these rights, please contact [Insert Name and email address].

If you believe the organisation has not complied with your data protection rights, you can complain to the Information Commissioner.

**What if you do not provide personal data?**

You have some obligations under your employment contract to provide the organisation with data. In particular, you are required to report absences from work and may be required to provide information about disciplinary or other matters under the implied duty of good faith. You may also have to provide the organisation with data in order to exercise your statutory rights, such as in relation to statutory leave entitlements. Failing to provide the data may mean that you are unable to exercise your statutory rights.

Certain information, such as contact details, your right to work in the UK and payment details, have to be provided to enable the organisation to enter a contract of employment with you. If you do not provide other information, this will hinder the organisation's ability to administer the rights and obligations arising as a result of the employment relationship efficiently.

**Automated decision-making**

Employment decisions are not based solely on automated decision-making.

## Email, Instant Messaging and Website Policy

This policy sets out our rules around the use of email, websites and unified communications (including video, instant messaging and calls), and applies to anyone who uses the organisation’s systems.

**When Does It Apply?**

It applies no matter where that email, instant message, website or social media use takes place whether on organisation premises or not. It applies to usage in relation to organisational activities on any device, no matter whether owned by the organisation or Team Member.

**Business Email Use**

You may be required to use email for regular work purposes, including communication with customers, contacts and suppliers, marketing and distribution of information to Team Members internally.

**Personal Email Use**

Please note, you should not send personal emails during work time, unless the email relates to an urgent matter that needs addressing immediately and you have prior permission from your Line manager. You may only use your work email address for work purposes. You are not to send personal emails using this address. Any personal emails should be sent via smart phones out with the organisation’s system and out with working hours.

**Authorised Email Access**

Where relevant, you are not permitted to share your login details with anyone else to allow unauthorised access to your email. During any absence (for holiday, sickness or any other reason) or once you leave the organisation, we reserves the right to access your email account. This is necessary to ensure that any business issues are addressed in a timely manner.

**Inappropriate Email and Instant Messaging Content and Use**

It is important that you use email and instant messaging appropriately and apply common sense as required. In particular:

* No obscene or offensive language should ever be used in emails or instant messaging;
* Emails or instant messaging of a discriminatory, derogatory or defamatory nature must never be sent;
* Email or instant messaging must never be used as a form of communication which could cause harassment or be abusive to someone;
* Emails or instant messages should not be copied to people inappropriately;
* If you receive an offensive email or instant message this should be reported to your Line Manager or the Board and it should not be passed on to other Team Members;
* Email and instant message content and language should remain consistent with the organisation’s best practice; and
* Email and instant messages should be remain concise and appropriate.

If you do use email or instant messaging inappropriately including, but not limited to, some of the examples above, this may be treated as gross misconduct under the Disciplinary Procedure.

**Email Security**

Used inappropriately, email can be a source of security problems for the organisation. You must not:

* Open email attachments from unknown sources, in case they contain a virus, Trojan, spyware or other malware; and
* Disable security or email scanning software. These tools are essential to protect the business from security problems.

**Contracts and Liability Considerations**

You must be careful about making commitments or agreeing to purchases via email. An email message may form a legally binding contract between the organisation and the recipient – even if you have not obtained proper authorisation. Therefore, you should not commit on a personal basis to any commitments via your work emails. If you are unclear on any matter speak to your Line manager.

**Email disclaimer**

The standard email template may include an email disclaimer. You must not remove or change this when you send emails.

**Internet sites that cannot be accessed**

Under NO circumstances can any pornographic internet site/sexually explicit sites be accessed during working hours or at any time using any computer or device belonging to the organisation. Any other internet sites that contain offensive, obscene or otherwise unacceptable material must not be accessed using any computer or mobile device belonging to the organisation.

**Monitoring**

We reserve the right to monitor email, instant messaging and website use on any computer or device which belongs to the organisation.

## Social Media Policy

This policy sets out our rules around the use of social media, and applies to anyone who uses the organisation’s systems.

**Social Media**

Social media activities can include, but are not limited to:

* Maintaining a profile page on social/business networking site such as Facebook, Twitter or LinkedIn;
* Writing or commenting on a blog, whether it is your own or the blog of another person;
* Taking part in discussions on web forums or message boards;
* Leaving product or service reviews on business websites or customer review websites;
* Taking part in online polls; and
* All other forms of social media.

**Policy Aims**

* The widespread availability of social media means it is important to understand how to use it effectively and sensibly, both in the workplace and during personal use.
* This policy aims to ensure we are not exposed to legal and governance risks through the use of social media and that our reputation is not adversely affected.
* This policy also aims to ensure that youare protected while using social media and feel empowered to contribute to collaborative online activity when it supports your role.

**Guiding Principles**

Webelieve that when taking part in social media you should be honest, straightforward and respectful. The lines between public and private can become blurred so assume that everything you write is permanent and can be viewed by anyone at any time. Also, assume that everything can be traced back to you personally as well as to your colleagues, the organisation, our customers, partners and suppliers.

**Terms of Use**

Whilst the use of social media and collaborative working is encouraged, your responsibilities covered in other policies throughout this handbook remain in force. The following terms should be adhered to at all times, including during periods of leave. You must ensure that your content, or links to other content, does not:

* Interfere with your work commitments;
* Contain libellous, defamatory, bullying or harassing content;
* Contain breaches of copyright and data protection;
* Contain material of an illegal, sexual or offensive nature;
* Include confidential information to the organisation;
* Bring the organisation into disrepute or compromise the organisation’s brand and reputation; and
* Use the organisation to endorse or promote any product, opinion or political cause.

**Policy Enforcement**

Breaching the terms set out within this policy could result in the offending content being removed and the matter being treated as gross misconduct under the Disciplinary Procedure.

## Whistleblowing Policy

This policy applies to all Team Members and anyone else who carries out work on behalf of the organisation.

We are committed to conducting business with integrity and expect that all Team Members will adhere to our policies and procedures in order to maintain high standards. However, all organisations are faced with the risk of things going wrong or unknowingly breaching ethical standards or conducting an illegal activity, therefore we would encourage all Team Members to raise any concerns they may have about the conduct of others in the organisation, or the way the organisation is run.

The aim of this policy is to:

* Reassure Team Members that any reports of suspected wrongdoing will be taken seriously and investigated appropriately, and that we will maintain confidentiality as far as possible.
* Encourage Team Members to raise any concerns of suspected wrongdoing as soon as possible
* Provide Team Members with clear guidance on how to raise their concerns
* Reassure Team Members that they are able to raise genuine concerns in good faith without fear of reprisals, even if they turn out to be wrong.

**What is whistleblowing?**

Whistleblowing is the disclosure of information related to suspected wrongdoing, usually the breach of a legal, statutory or regulatory requirement or unethical or immoral behaviour. This can include:

* A criminal offence
* The breach of a legal obligation
* A miscarriage of justice
* A danger to the health and safety of any individual
* Damage to the environment
* Deliberate attempt to conceal any of the above.

The disclosure of the above types of information, known as a ‘qualifying disclosure’ is protected under the Public Interest Disclosure Act (PIDA) 1998. These disclosures must be made in the public interest and in good faith by an employee who has reasonable belief that one of the above-mentioned matters has occurred.

Other matters which may be reported under this policy, but may not be considered to be protected disclosures may include:

* General malpractice e.g. illegal, immoral or unethical conduct.
* Breach of regulatory requirements.

Any concerns that you have regarding any of the above should be reported under this policy. In addition, any personal work-related grievances should not be reported under this policy but under the organisation’s Grievance Procedure.

If you are unsure whether the concern you are raising is within the scope of this policy, please speak to your manager or a member of the board.

**Raising a Whistleblowing Concern**

All whistleblowing disclosures will be treated with confidentiality and should be reported to the Board.

When raising a concern, please ensure it is made clear that it being raised under the organisation’s whistleblowing policy as this will allow the recipient of the disclosure to take the necessary actions to investigate while protecting the whistleblower’s identity.

**External disclosures**

It is our hope that in most cases, any concerns raised will be dealt with internally and will not be required to be reported externally. We would strongly encourage you to take advice before making an external report however if you have done so, and still wish to make a qualifying disclosure, the legislation sets out a number of bodies to which these may be made:

* [Insert any relevant regulatory bodies];
* HM Revenue & Customs;
* the Financial Conduct Authority (formerly the Financial Services Authority);
* the Competition and Markets Authority;
* the Health and Safety Executive;
* the Environment Agency;
* the Independent Police Complaints Commission; and
* the Serious Fraud Office

If you have any questions regarding this policy, please speak to a member of the Board. Alternatively, you can seek independent advice by contacting Protect (formerly Public Concern at Work), an independent charity who offer free, confidential advice related to reporting whistleblowing concerns. You can contact Protect on 020 3117 2520 or whistle@protect-advice.org.uk.

## Anti-Bribery Policy

This policy applies to all Team Members, and where we have a minority interest, we will encourage the application of this policy amongst our business partners including contractors, suppliers and any joint venture partners.

**General Principles**

Our corporate conduct is based on our commitment to acting professionally and fairly. We do not tolerate any form of bribery and corruption.

**Our Policy**

* We prohibit the offering, promising, giving, soliciting or accepting of any bribe. The bribe might be cash, a gift or other inducement to, or from, any person or organisation. You are required to avoid any activities that might lead to, or suggest, a conflict of interest for the group.
* You must declare and keep a record of all corporate hospitality, entertainment or gifts accepted or offered, which will be subject to managerial review. Employees and, where applicable, associated persons must supply records and receipts, in accordance with the our Expenses Policy.
* We will authorise only reasonable appropriate and proportionate entertainment and promotional expenditure.
* We support a number of charities that are selected in accordance with objective criteria, and we may also support fundraising events involving Team Members.
* We will uphold laws relevant to countering bribery and corruption in all the jurisdictions in which we operate, particularly laws that are directly relevant to specific business practices.
* If any instance of bribery or corruption is identified, we will take immediate action under the Disciplinary Procedure, and will treat such matters as gross misconduct.

**Gifts and Hospitality**

This policy does not prohibit normal and appropriate hospitality (given and received) to or from third parties. The giving or receipt of gifts is not prohibited, if the following requirements are met:

* It complies with local law
* It is given in the organisation’s name, not in your name
* It does not include cash or a cash equivalent (such as gift certificates or vouchers)
* It is appropriate in the circumstances (for example at Christmas)
* Taking into account the reason for the gift, it is of an appropriate type and value and given at an appropriate time
* It is given openly, not secretly; and
* Gifts should not be offered to, or accepted from, government officials or representatives, or politicians or political parties, without the prior approval of your line manager

**Obligations of Team Members**

It is not acceptable for Team Members (or someone on their behalf) to:

* Give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given
* Accept payment from a third party that it is known or suspected is offered with the expectation that it will obtain a business advantage for them
* Accept a gift or hospitality from a third party if it is known or suspected that it is offered or provided with an expectation that a business advantage will be provided to the organisation in return
* Threaten or retaliate against another Team Member who has refused to commit a bribery offence or who has raised concerns under this policy; or
* Engage in any activity that might lead to a breach of this policy

**Record Keeping**

* The organisation will keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to third parties
* All Team Members must declare and keep a written record of all hospitality or gifts accepted or offered, which will be subject to managerial review
* All Team Members must ensure all expense claims relating to hospitality, gifts or expenses incurred to third parties are submitted in accordance with the organisation’s expenses policy and specifically record the reason for the expenditure
* All accounts, invoices, memoranda and other documents and records relating to dealings with third parties, such as clients, suppliers and business contacts, should be prepared and maintained with strict accuracy and completeness. No accounts must be kept “off-book” to facilitate or conceal improper payments

**Raising Concerns and Seeking Guidance**

You are encouraged to raise concerns about any instance of malpractice at the earliest possible stage in total confidence to a Team Manager or the Board. If you know of any instance of malpractice and do not raise a concern, you too could be subject to the Disciplinary Procedure and this may be treated as gross misconduct also.

**Monitoring and Review**

We will review this policy in respect of its suitability, adequacy and effectiveness and make improvements as appropriate.

## Other Optional Policies

Environmental Policy

Hybrid Working Policy

Modern Slavery Statement

Safeguarding Policy

Vehicle Policy (for section A of handbook)

Diversity, Equality and Inclusion Policy

ESG Policy

Menopause Policy

# SECTION C:

# FAMILY FRIENDLY POLICIES

## Maternity

* All pregnant employees are entitled to maternity leave of 52 weeks, regardless of their length of service.
* There are various maternity rights which apply in law and there are steps you must take to remain eligible for these rights.
* Full information regarding statutory entitlement to maternity leave, eligibility for statutory maternity pay and the steps you must take in order to remain eligible can be found in the ‘[Maternity Pay and Leave](https://www.gov.uk/maternity-pay-leave)’ section of the Gov.uk website.

## Paternity

* In order to qualify for Statutory Paternity Leave, you should be able to fulfil the following conditions:
* You have, or expect to have, parental responsibility for a new born baby;
* You are either the father of the baby or the husband or partner of the baby’s mother (this includes female partners of the mother);
* You have accrued at least 26 weeks continuous service by the 15th week before the mother’s expected week of childbirth (EWC); and
* You wish to take time off to support the mother or care for the new baby.
* If you fulfil the above conditions and are eligible for Statutory Paternity leave, you can take either 1 or 2 weeks’ paid leave, and there are steps you must take in order to remain eligible.
* Full information regarding statutory entitlement to paternity leave, eligibility for statutory paternity pay can be found in the ‘[Paternity Pay and Leave](https://www.gov.uk/paternity-pay-leave)’ section of the Gov.uk website.

## Adoption

* As a prospective adoptive or surrogate parent, you may be entitled to the following types of statutory leave:
* Adoption leave and/or parental leave; or
* Paternity leave and/or parental leave
* If you adopt a child jointly with your partner or spouse, one of you may take adoption leave and the other may take paternity leave. Note that it is possible for one parent to take adoption leave and the other parent to take paternity leave in these circumstances.
* Full information regarding statutory entitlement to adoption leave, eligibility for statutory adoption pay can be found in the [‘Adoption Pay and Leave’](https://www.gov.uk/adoption-pay-leave/pay) section of the Gov.uk website.

## Shared Parental Leave

* Shared Parental Leave (SPL) enables eligible parents to choose how to share the care of their child during the first year of birth or adoption.
* All eligible employees have a statutory right to take Shared Parental Leave.
* Full information regarding statutory entitlement to adoption leave, eligibility for statutory adoption pay can be found in the ‘[Shared Parental Leave and Pay’](https://www.gov.uk/shared-parental-leave-and-pay) section of the Gov.uk website.

## Payment for Maternity, Adoption, Shared Parental Leave & Paternity Leave

You may be eligible for statutory payments for maternity, adoption, shared parental leave and paternity leave depending on your earnings and length of service, and we will advise you accordingly.

In addition to statutory rights, you will be eligible for the following enhanced pay for time off for maternity, adoption and shared parental leave providing you have at least six (6) months’ service and meet the conditions to be eligible for statutory leave and pay:

[Insert detail]

In addition to statutory rights, you will be eligible for the following enhanced pay for time off for paternity leave providing you have at least six (6) months’ service and meet the conditions to be eligible for statutory leave and pay:

[Insert detail]

## Parental Leave

You will be able to take parental leave if you have at least one year’s continuous service, and meet one of the following conditions:

* You are the natural parent (named on the birth certificate) of a child under 18 years old or are a parent of a child with a disability who is under the age of 18 (for the purposes of parental leave, a disabled child is one for whom disability allowance is being awarded);
* You have adopted, or had the placement of a child for adoption. Parental leave can be taken up to the 5th anniversary of the date when the placement for adoption began, or the child’s 18th birthday if this is earlier; or
* You have acquired legal parental responsibility under the relevant legislation for a child who is under 18 years old and are able to provide evidence of your expected responsibility for the child and age of the child.

Full information regarding statutory entitlement to Parental Leave can be found in the ‘[Unpaid Parental Leave](https://www.gov.uk/parental-leave)’ section of the Gov.uk website.

## Time Off for Care of Dependants

* You will be entitled to take reasonable unpaid time off to deal with an emergency involving a dependant. A dependant could be a spouse, partner, child, grandchild, parent, or someone who depends on you for care.
* Please note that you are not entitled by law to time off to provide care for a dependant, only to make arrangements for the provision of that care.
* Full information regarding statutory entitlement to time off to care for dependants in the ‘[Time Off for Family and Dependants’](https://www.gov.uk/time-off-for-dependants) section of the Gov.uk website.

## Parental Bereavement Leave

* In the event of the bereavement of a child under 18 or a stillbirth after 24 weeks of pregnancy, and if the bereavement occurred after 6 April 2020, you and your partner will be entitled to time off and may be eligible for pay during Statutory Bereavement Leave.
* Full information regarding statutory entitlement to Parental Bereavement Leave and pay can be found in the ‘[Statutory Parental Bereavement Pay and Leave’](https://www.gov.uk/parental-bereavement-pay-leave) section of the Gov.uk website.

## Flexible Working Requests

**General Principle**

All employees with 26 weeks’ continuous service have the right to request flexible working to achieve a more balanced work and family life. You are only allowed to make one application under this policy in a 12 month period.

**Making a Request**

* Any applications should be made to your Line manager.
* You may be invited to attend a meeting to discuss your application. The aim of the meeting is to explore the suggested work pattern in depth, and to discuss how best it might be accommodated.
* You will be notified of the outcome of the meeting. If your application is accepted, we will detail the appropriate changes to your terms and conditions of employment and the date they will become effective. You will need to sign one copy of the document to confirm your acceptance of the changes to your contract of employment.
* If your application is unsuccessful you will be notified detailing the reasons for the rejection including an explanation and the details of the appeals procedure should you wish to appeal against the decision taken.

**Appeal**

* You have the right to appeal within 5 days of receiving a decision in relation to your flexible working requests.
* The appeal must be in writing to the appeals person named in the letter outlining the grounds for appeal.
* An appeal meeting date will be set, and if you cannot attend the meeting the date will be deferred to a date and time convenient for both. You have the right to be accompanied by a currently employed fellow employee during the meeting.
* You will be notified of the outcome of the appeal meeting. This notification will be in writing, and will either outline your new terms and conditions with the date they become effective or will sufficiently explain the grounds for the decision to reject your application.