

EMPLOYEE HANDBOOK 2024



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This handbook has been prepared for the exclusive use of Ribble Valley Gateway Trust and is not to be made available for use within any other organisation.



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INTRODUCTION AND GENERAL INFORMATION



INTRODUCTION AND GENERAL INFORMATION

INTRODUCTION

It is our sincere hope that all employees will be happy in their employment with us.

As an organisation with a Christian ethos, we believe that God has given us work to do and that everyone employed by us has a vital role to play in this work.

We hope this handbook is helpful to you as you go about your vital work for us.

You are asked to study this handbook carefully. Updates to the contents of this handbook may be issued from time-to-time as circumstances dictate or as changes to employment legislation are made and all employees will be notified of the changes.

If changes to legislation or Codes of Practice are made prior to the handbook being updated, the updated legislation or Code of Practice will have precedence over the policies in this handbook.

If there is any conflict between the content of this handbook and your contract of employment, your contract of employment will prevail.

This handbook is not intended to form part of your contract of employment and may therefore be updated by us from time to time without this amounting to a variation of contract.

Despite the handbook not being contractual, it does contain useful information regarding our policies and procedures and contains rules by which our employees are expected to abide.

If you have any queries regarding anything contained in this handbook, the query should be raised in the first instance with your line manager/link Trustee/Chair of Trustees.



INTRODUCTION AND GENERAL INFORMATION

GENERAL INFORMATION

Personal details

We will comply with our obligations under data protection law regarding processing your personal details. It is important that we have up-to-date contact details for you in case we need to contact you when you are off work. If your home address, home phone number, email address, or mobile phone number changes, please advise us of the new details as soon as possible.

It is also important that we have details of the person we should contact in the case of an emergency. Again, if these details change, please let us know so that the most up to date information is always on file.

Other employment

You must not, without our prior consent (which will not be unreasonably withheld), undertake any other form of paid work while employed by us. If you already have any other employment or are considering any additional employment you should notify your line manager so that we can discuss any implications arising from working time legislation. You must not engage in any self-employed, employed, or voluntary work that would be considered to be working in competition with us or contrary to our ethos.

Timekeeping

You must arrive for work ready to start at your scheduled start time and comply with any time recording procedures notified to you. If you are aware that you are going to be late for any reason you must notify your line manager to explain.

Employees' property

We do not accept liability for any loss of, or damage to, property which you bring to work. You are requested not to bring personal items of value onto the premises and not to leave any items overnight. If you have lost anything at work, please let your line manager know and we will endeavour to assist you in recovering it. Articles of lost property that you come across should be handed to your manager who will retain them whilst attempts are made to discover the owner.

Right of Search

We may ask you to submit to a search of your person (outer wear only) and/or property while you are on our premises, and of any vehicle used by you in the performance of your duties, if we have reasonable grounds for suspecting that you may have committed a criminal offence or any serious breach of contract or of its rules. All searches will be conducted with your consent and in the presence of at least one witness. Any refusal to consent may, in appropriate circumstances, be treated as misconduct liable to disciplinary action against you.

We reserve the right to search your workspace without prior notice where we have reasonable grounds to suspect that you may have committed a criminal offence or a breach of contract or any of our rules.

References

We will not provide any form of reference directly to an employee or former employee. We will respond to reference requests from prospective employers. Requests for references from prospective employers relating to an employee's time in our employment will only be given by immediate line managers or a trustee. Any other employee receiving a reference request does not have authority to provide the reference and should pass it to the Chair.



INTRODUCTION AND GENERAL INFORMATION

Where a colleague or former colleague requests that an employee provides a reference in a personal capacity, the employee is free to choose to do this or not. If the employee decides to provide a reference, they must make it clear that they are providing the reference in a personal capacity and not on behalf of our organisation.

Expenses

We will pay reasonable expenses in connection with work. This may include travelling costs, the cost of accommodation, meals, car parking and other reasonable expenses.

Approval must be sought by employees before incurring any expense which they intend to reclaim from the employer. Where employees are travelling for work, an estimated budget should be agreed with your line manager and if it appears that your expenses will exceed this, you should contact your line manager to explain the reasons why and seek authorisation to incur further expenditure. The cost of any expenses deemed unreasonable by the Employer will not be paid.

Employees are required to keep receipts for all expenses and to submit these for verification along with their expenses claim form each month. If an employee intends to claim a mileage allowance, a mileage form should be submitted on a regular basis and always within one month of the expenses being incurred.

Fraudulent expenses claims will be deemed to be gross misconduct and will usually result in dismissal.

Statements to the media

Any statements to reporters from newspapers, radio, television, etc. in relation to our organisation will be given only by a trustee or someone specifically nominated by the trustees. If you are approached for a comment, you are required to refer the matter on to the appropriate person. Breach of this rule will be a disciplinary offence which may, depending upon the seriousness of the incident, lead to your dismissal.

Other documents and notices

From time-to-time we may issue employees with other documents, memos, notices or instructions regarding working practices. You are required to familiarise yourself with the contents of any such additional information and instruction issued and act accordingly.



TIME OFF WORK



TIME OFF WORK

SICKNESS ABSENCE POLICY

Notification of absence

You must notify your manager by telephone on the first day of absence at the earliest possible opportunity and not after 9:00am, except where it is not possible for you to do so. Notification should be made personally by you if you are able. If you are unable to telephone your manager yourself, you may ask a friend or relative to ring your manager on your behalf.

You are expected to give an indication of how long you expect to be absent from work for and to contact your manager if this changes.

If your period of unfitness for work extends to more than seven days you are required to notify your manager of your continued incapacity once a week thereafter, unless otherwise agreed.

Evidence of incapacity

In cases of absence up to seven calendar days, you must sign a self-certification absence form upon your return to work.

If illness has kept you from work for longer than seven days (whether or not they are working days) you should obtain a medical certificate ("statement of fitness for work" or "fit note") from an authorised healthcare professional and forward this to us without delay. You must supply us with medical certificates to cover the whole of your absence.

If you fail to follow any of these procedures, your absence may be deemed to be unauthorised. Unauthorised absence is categorised as a gross misconduct offence in the disciplinary rules.

Payments

Unless otherwise stated in your contract of employment, you will receive Statutory Sick Pay (SSP) in respect of sickness absence. Any payment during sickness absence over and above SSP will be solely at our discretion.

A requirement to self-isolate to help prevent the spread of an infectious disease may give rise to an entitlement to Statutory Sick Pay (SSP) but will not attract payment over and above SSP, unless the reason for the self-isolation is that you yourself are unwell.

You will be paid sick pay if you are absent because of sickness or injury provided you meet the eligibility criteria. Sick pay is treated as wages and is subject to normal deductions.

"Qualifying days" are the only days for which you are entitled to SSP. The first three days of absence are normally "waiting days" for which SSP is not payable. In certain circumstances set out in law, SSP may be payable from the first day of absence.

Where a second or subsequent period of incapacity occurs within 56 days of a previous period of incapacity, waiting days are not usually served again.

Any days of contractual sickness/injury payments which qualify for SSP will be offset against SSP on a day-to-day basis. Deductions may be made for any other state benefits received if you are excluded or transferred from SSP.



TIME OFF WORK

Where the circumstances of your illness or injury are such that you receive compensation or damages from a third party regarding the incapacity, you are required to include all monies paid by us to you as a loss of wages claim. Any payments which we may have made to you because of the absence (including SSP) will be repayable by you up to an amount not exceeding either the amount of the compensation or damages received by you or any amount paid by us to you.

Falling ill during the working day

There may be occasions where you become ill during working hours and are required to leave work due to sickness. In such circumstances you should always explain the situation to your line manager and seek permission to leave work due to sickness before leaving the work premises.

If you work part of your scheduled hours for that day, you will be paid your normal hourly rate for the hours worked. Any payment over and above this will be solely at our discretion.

A day where any work is done does not count as a day's incapacity for the purposes of entitlement to SSP.

Return to work

You should notify your manager as soon as you know on which day you will be returning to work, if this differs from a date of return previously notified.

If you have been suffering from an infectious or contagious disease or illness you must not report for work without having served the period of isolation required by public health advice.

In the case of gastroenteritis or other similar bug, you must not attend work until a clear 48 hours have passed since you stopped suffering the symptoms of the bug.

Disability

We are aware that sickness absence may result from a disability. If you are affected by a disability or any medical condition which affects your ability to undertake your work, you should inform your line manager. Any information you provide will be handled in a confidential manner and in accordance with our Data Protection Policy for Employees.

Attendance management

We expect a good standard of attendance from all of our employees. If your attendance record falls below acceptable levels or you have been absent from work due to a longer term health issue, action may be taken as follows:-

Persistent intermittent short-term absence

Managers should address any intermittent absences with staff at as early a stage as possible. Where possible, instances of intermittent absence will be dealt with informally. Where informal steps are not enough to bring your attendance to a satisfactory level, formal action may be taken.

The first stage in such action is an investigation into the nature of and reasons for the short-term absences. If appropriate, this may include seeking your consent to obtaining a medical report from your GP or an independent doctor to establish whether there is any underlying health reason for your absences.

If medical evidence indicates that you have a disability, then reasonable adjustments will be considered.



TIME OFF WORK

If formal action is necessary, the Procedure for Considering Warnings and Dismissal will be followed.

Level 1—written warning

You will be invited to a meeting under the Procedure for Considering Warnings and Dismissal. Following that meeting, you will, if appropriate, be issued with a written warning containing the following information:

- a. an explanation of the reasons for the warning being issued;
- b. an explanation of the improvements in attendance required;
- c. the timescale for making these improvements (referred to as the “review period”);
- d. any support we will provide to assist you;
- e. an explanation of the consequences of failing to improve; and
- f. advice as to your right to appeal against the decision to issue a written warning.

During the review period, your attendance will be monitored and at the end of the review period, we will inform you of the next step:

- if we are satisfied that you have met the requirements set out in the warning, no further action will be taken;
- if we are not satisfied that you have met the requirements set out in warning, further action may be taken; or
- where appropriate, the review period may be extended.

A written warning may only be issued under this policy by a Trustee. A written warning will normally remain in force for 12 months and a copy of the warning will be kept on your personnel record. It will normally be disregarded for capability purposes after a period of six months, or any other period specified in the written warning, subject to satisfactory attendance during that time, but will form a permanent part of your personnel record.

Level 2—final written warning

If you fail to meet the requirements set out in the written warning, or where the poor attendance is sufficiently serious to warrant it, you may be invited to a meeting under the Procedure for Considering Warnings and Dismissal. Following that meeting, if appropriate, a final written warning may be given to you. It will give the following information:

- a. an explanation of the reasons for the warning;
- b. an explanation of the improvements required;
- c. the timescale for making these improvements (the review period);
- d. any support we will provide to assist you;
- e. an explanation that failure to improve your attendance to the required level will render you liable to dismissal; and
- f. advice as to your right to appeal against the decision to give you a final written warning.

During the review period given in the final written warning, your attendance will be monitored and at the end of the review period you will be informed of the next step:

- if we are satisfied that you have met the requirements set out in the final written warning, no further action will be taken;
- if we are not satisfied that you have met the requirements set out in the final written warning, further action may be taken; or
- where appropriate, the review period may be extended.



TIME OFF WORK

A final written warning may only be issued under this policy by a Trustee. A final written warning will normally remain in force for 12 months and a copy of the final written warning will be kept on your personnel record. The final written warning will normally be disregarded for capability purposes after 12 months, subject to satisfactory attendance during that time, but will form a permanent part of your personnel record.

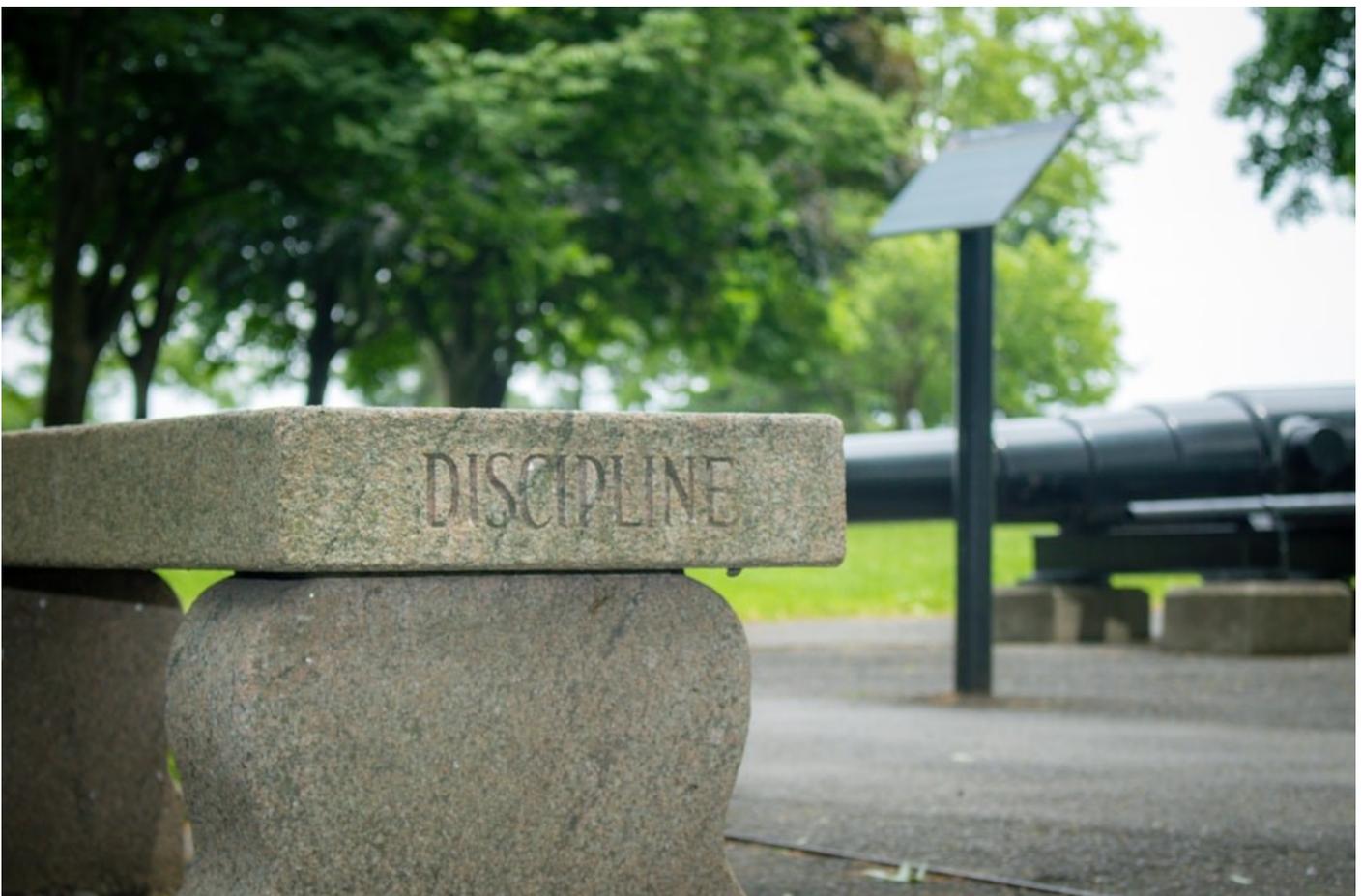
Level 3—dismissal

If you fail to meet the requirements set out in the final written warning, dismissal will normally result. There may also be very exceptional circumstances where the failure to improve attendance is sufficiently serious to warrant dismissal without previous formal warnings. The Procedure for Considering Warnings and Dismissal will be followed where the dismissal of an employee is contemplated.

A decision to dismiss may only be taken by a Trustee.

You will be provided with written confirmation of the dismissal as soon as reasonably practicable afterwards. This will set out:

- details of the reason for the dismissal;
- the date on which the employment terminated or will terminate;
- the appropriate period of notice or pay in lieu of notice (if any); and
- information on how to appeal against the dismissal.



TIME OFF WORK

Long-term absence

Where you have been on long-term absence due to ill-health (normally 4 weeks or more), we aim to encourage and assist you to return to work if possible. Where appropriate, we will consider redeployment or retraining and/or reasonable workplace adjustments. It should be stressed that, since the circumstances of each case are likely to be different, the action taken in each case will be the action that is appropriate, taking into account the particular circumstances.

If not already known, we will ascertain the reason for the absence from you (by way of a meeting with you, if possible). This meeting may need to take place at your home or another location, at a time and date convenient to you. If that is not possible, it may need to take place by telephone.

We may seek to understand your medical condition by seeking consent from you to obtain a report from:

- a. your GP or consultant; and/or
- b. the organisation's own doctor, an independent occupational health consultant, an occupational health adviser or another appropriate medical adviser.

The opinion of your GP or consultant, or any other medical adviser, may be obtained on relevant matters which may include the following:

- a. the nature of your illness;
- b. how long the illness is likely to last;
- c. if, and when, you will be able to return to your current role;
- d. whether there are any reasonable adjustments we should make to assist you in a return to work; and
- e. whether your illness falls within the legal definition of disability

This is a non-exhaustive list, and any request for a report will be tailored to the individual circumstances of each case. We cannot compel you to give consent to us obtaining a medical report but if you withhold your consent, we may reluctantly have to take decisions regarding your employment with us without the benefit of expert medical opinion.

We will seek to meet with you to discuss the terms of the medical reports obtained and any recommendations made in them, including whether any measures can be taken by us to assist you in returning to work and your own view on the situation. You must co-operate with us to implement any advice from medical and/or occupational health practitioners in order to facilitate a timely return to work.

If the advice in the medical reports is, for example, that you are fit to return to work, or will be fit to return to work within a manageable period, or may be fit to return if measures can be taken to assist you in returning to work, we may seek to put in place a return-to-work programme which will describe any steps to be taken, any stages of a phased return to work (e.g. shorter working hours or different working arrangements), and the timescale for achieving this.

If it is not possible to put in place a return-to-work programme (e.g. because the advice in the medical reports is that you will not be fit to return to work, or that it will be some considerable time before you are able to return to work, or if the return-to-work programme is unsuccessful, we may need to move to more formal action. If termination of employment is being considered, the Procedure for Considering Warnings and Dismissal will be followed. A decision to dismiss will be taken by a Trustee.



TIME OFF WORK

Miscellaneous

If you are found to have taken sick leave when you were not genuinely ill, this will result in disciplinary action being taken which may include your dismissal.

Whilst off work on sick leave, you are not permitted (without our written consent) to undertake any other paid or voluntary work. Breach of this rule will lead to disciplinary action being taken against you.

If you report for work and we have a reasonable belief that you may not be fit for work or that your attendance at work may put your health and safety, or the health and safety of others, at risk, you may be placed on precautionary suspension with full pay, pending the outcome of medical investigations into your fitness for work. If you refuse to comply with requests for medical reports, the period of suspension may be unpaid.

ANNUAL LEAVE POLICY

We are committed to helping our employees achieve a reasonable work/family/life balance. We encourage you to make full use of your annual leave entitlement as we believe that rest from work is important and indeed, we believe that God intends us to take breaks from work for appropriate periods of time for our physical, mental, emotional, and spiritual wellbeing.

Our holiday year begins on 1 January each year. You will be notified of fixed closures as far in advance as possible.

Your annual holiday entitlement is shown in your Contract of Employment. During the first year of employment with us your entitlement to annual leave is calculated pro rata from the start date of your employment to the end of the annual leave year. During your first twelve months' employment with us, you are only entitled to payment for annual leave that you have accrued pro rata at the rate of 1/12 of annual entitlement per month of service.

If you work part time your holiday entitlement is pro-rated compared to those working full time.

It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. Annual leave entitlement cannot be carried over to the next holiday year without the written consent of your line manager. Except as otherwise set out in this policy or required by law, any entitlement not taken by the end of the holiday year will be lost and you will not be entitled to any payment in lieu.

In the event of the termination of your employment you will be paid in lieu for holidays accrued but not taken. However, in the event of you having taken holidays which have not been accrued pro-rata, the appropriate amount will be deducted from your final wages/salary.

Applying for Annual Leave

You should email your holiday request to your line manager and ensure that your request is approved by email by your manager before making any holiday arrangements.

Every effort will be made to facilitate annual leave requests, but employees should note that operational efficiency must be maintained at all times and holidays will usually be granted on a "first come, first served" basis.



TIME OFF WORK

You should give at least four weeks' notice of your intention to take holidays of a week or more and at least one week's notice is required for requests for less than one week's leave. Even when you give this notice, you should still not make any firm arrangements for booking holidays until authorisation for the annual leave has been given as holiday requests are not guaranteed until approved by your manager.

Holiday Entitlement During Family Leave

Your annual leave entitlement continues to accrue during any period spent on maternity, adoption, paternity, parental, or shared parental leave.

If you are planning a period of family leave that is likely to last beyond the end of the current holiday year, please speak to your line manager as soon as possible and in good time before your family leave is due to start, to discuss your holiday plans. We encourage you to take as much of your holiday entitlement as possible before the leave starts, or where that is not practicable, immediately before your return to work. Any holiday entitlement that cannot reasonably be taken in this way may be carried into the next holiday year but should be taken within the first three months of the holiday year.

Long-term sickness and holiday entitlement

Your holiday entitlement continues to accrue during a period of sick leave. If you have a period of sick leave that spans two holiday years, or if you return from sick leave so close to the end of the holiday year that you cannot take all of your accrued entitlement before the end of that holiday year, then you are entitled to carry over any basic statutory holiday entitlement that you have been unable to take into the following holiday year. Please note that the basic statutory holiday entitlement to which this relates is four weeks holiday, as the remainder of your holiday entitlement is made up of additional statutory holiday and may also include contractual holiday allowance.

Any holiday entitlement carried under this provision must be taken within 18 months of the end of the leave year in which the annual leave accrued, otherwise it will be lost and you will not be entitled to any payment in lieu of it.

Alternatively, you may take your accrued holiday entitlement during a period of long-term sick leave. If you choose to do so you should submit a written request in advance to your line manager. Such holiday will be paid at your normal holiday pay rate.

TIME OFF WORK FOR APPOINTMENTS AND PUBLIC DUTIES

Medical and Dental Appointments

We recognise that in certain circumstances it is necessary for employees to be absent from work to attend appointments.

Where possible you should arrange any medical or dental appointments (except antenatal appointments) outside working hours. If this is not possible you must notify your line manager of the appointment as far in advance as possible and obtain permission from your manager before taking any time off. Where possible, appointments should be arranged at the beginning or end of your working day to minimise any disruption to our work. If this cannot be arranged, we reserve the right to require you to take a half or full day's annual leave.

Unless otherwise agreed, you will be paid for any time off to attend medical or dental appointments, on the understanding that you will make up the lost time.



TIME OFF WORK

If a pregnant employee is attending an antenatal appointment, there is no requirement to make up working time lost as a result of attending the appointment.

Jury Service

Employees are entitled to time off work for jury service. You will not normally be paid for this time off and you are advised to claim the expenses to which you are entitled from the Court.

You should notify us immediately on receipt of a jury summons, giving full details.

We may request that you apply to be excused from or defer your jury service where the needs of the organisation dictate.

You are expected to report for work if you are not required for jury service for a day or part of a day.

Other public duties

You are entitled to reasonable time off work without pay for the exercise of public duties if you are one of the following:-

- A magistrate / district judge or justice of the peace
- A local councillor
- A school governor
- A member of a public authority or police authority
- A member of a statutory tribunal

You must notify your line manager as far as possible in advance of your intention to take time off. The amount of time off should be agreed between you and your line manager based on how long the duties might take, the amount of time you have already had off for public duties, and how the time off will affect the organisation. We may refuse to grant the leave if it amounts to an unreasonable request.

PREGNANCY AND MATERNITY LEAVE POLICY

We believe that children are a blessing from God and want to join with our employees in celebrating additions to their families. This policy sets out some practical matters that we hope are helpful.

Health and Safety

Where you inform us in writing of your pregnancy, we will, where required by law to do so, carry out a risk assessment of your working environment.

If you consider that your working environment could cause a risk to you or your unborn child, you should notify your line manager in writing as soon as you are aware that you are pregnant. This matter will be treated in the strictest confidence.

If you are employed in a position which has been identified

as posing a risk to your health or that of your unborn child, you will be notified immediately, and arrangements will be made to eliminate that risk. Arrangements will be made to alter your working conditions if necessary or, if this is not possible, you will be offered a suitable alternative job for the duration of your pregnancy. If there is no alternative work, we reserve the right to suspend you on full pay until you are no longer at risk.



TIME OFF WORK

We may also carry out a risk assessment if you return to work within six months of giving birth or are still breastfeeding. If you remain at risk, these arrangements may continue for six months after the birth of your child.

If you have any concerns about your own health and safety at any time, you should raise these with your line manager immediately.

Time off for Antenatal Care

Pregnant employees are entitled to reasonable time off with pay during normal working hours to receive antenatal care. Antenatal care includes appointments with your GP, hospital clinics and antenatal classes. It would be helpful if you could try to arrange your appointments at the start or end of the working day, whenever possible. You may be required to produce an appointment card or some other document confirming all appointments other than the first. You should notify us as far in advance of your appointment as possible.

Maternity leave

You are legally required to take at least a two-week period of maternity leave immediately after the birth of your child.

You are entitled to take 26 weeks' ordinary maternity leave (OML), irrespective of your length of service or the number of hours worked each week, provided you comply with certain notification requirements (see below).

The medical practitioner responsible for your maternity care will provide you with a form MATB1 as proof of pregnancy after your 20th week of pregnancy. This should be passed to your line manager.

If you qualify for OML you are also entitled to take additional maternity leave (AML). This is a further 26 week period that starts the day after your OML ends. You are not obliged to take the full 26 weeks AML.

Only one period of leave is available for each pregnancy even if more than one child is born.

Starting Maternity Leave

You can choose to start your maternity leave at any time after the start of the 11th week before the week in which your child is due, up until the birth of your child. If you are absent from work wholly or partly because of your pregnancy at any time after the start of the fourth week before your child is due, we reserve the right to require you to start your maternity leave on the first day after your absence commences.

If a pregnant employee loses her baby after 24 or more weeks of pregnancy, or if the baby is stillborn, she is still entitled to maternity leave. She should tell us as soon as possible after the baby is lost that she is starting maternity leave.

Notification requirement

No later than the end of the 15th week before the expected week of childbirth (EWC) you must give notice in writing that you are pregnant and confirming the week in which your child is due. Your written notice should also confirm whether you intend to take ordinary maternity leave and/or additional maternity leave and when you want your maternity leave to start. If you have properly notified us (see below) of the date on which you wish to start your maternity leave, you may vary that date provided you notify us in writing of the new date at least 28 days in advance of the new date, unless the baby is born early.



TIME OFF WORK

If you give birth before your OML was due to start, your OML period will begin on the day that follows childbirth. In these circumstances you do not need to notify us of the date on which you intend to start OML, but you are not entitled to OML unless you have notified us in writing as soon as is reasonably practicable that you have given birth and the date on which the birth occurred.

If you notify us of the intended start date or that your OML period has been triggered due to premature absence or premature childbirth, we will notify you, in writing of the date on which your OML period will end and the date your AML period will end.

Maternity pay

If you have at least 26 weeks' service at the start of the 15th week before the expected week of childbirth ("the Qualifying Week") you will normally be entitled to receive statutory maternity pay (SMP) whether or not you intend to return to work.

SMP is payable for a maximum of 39 weeks, meaning that the last 13 weeks of AML are unpaid. For the first six weeks of maternity leave you will be paid at the rate of 90% of your average earnings. After this time, you will be paid at the SMP rate which is payable at the time or 90% of your weekly earnings, whichever is the lower.

Your maternity pay will be paid into your bank account on the same date that you would have received your salary and will be subject to the usual deductions for tax, National Insurance and pension contributions.

If you do not qualify for SMP, you may be entitled to maternity allowance ('MA'). MA is paid directly by Jobcentre Plus for up to 39 weeks. If you wish to claim MA, you should request an MA Claim Pack from Jobcentre Plus.

Contractual benefits

You will continue to receive all contractual benefits, other than remuneration, during your maternity leave period. In particular, any benefits in kind will continue and annual leave entitlement will continue to accrue.

Pension contributions will continue to be made during any period when you are receiving SMP but not during any period of unpaid AML. Employer contributions will be based on your normal salary, in accordance with the pension scheme rules. Employee contributions you make will be based on the amount of maternity pay you are receiving.

Holidays

While you are on OML or AML your holiday entitlement continues to accrue. We reserve the right to require you to take blocks of annual leave either immediately before or immediately after your period of maternity leave.

Keeping in touch days

You may work for up to 10 days Keeping In Touch (KIT) days during your period of maternity leave without affecting your eligibility to SMP. You are under no obligation to work these days and we are under no obligation to offer them to you. If you do work a KIT day, your rate of pay for the day will be agreed between us at the time and will normally equate to your normal rate of pay.

Returning to work

If you do not give any notice to the contrary, it will be assumed that your maternity leave will last 52 weeks. Although you are not required to give any formal notice of returning to work at the end of 52 weeks, it helps us to plan for your return if you contact us in advance to discuss your return. If you wish to return to work before the end of 52 weeks or before the date you have previously notified us you will return, you must give at least eight weeks' notice in advance of the new date on which you intend to return.



TIME OFF WORK

Your maternity leave cannot last longer than 52 weeks. If you wish to return later than your expected return date, you should either request unpaid parental leave, in accordance with our Parental Leave Policy, giving no less than 21 days' notice, or request paid annual leave in accordance with your contract of employment. If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our Sickness Absence Policy will apply. In any other case, late return without good cause will be treated as unauthorised absence.

If you would like to end your maternity leave period early and take shared parental leave with your partner, you should refer to the terms of the Shared Parental Leave Policy contained in this handbook for further information regarding the eligibility and notification requirements relating to Shared Parental Leave and Statutory Shared Parental Pay.

If you would like to explore the possibility of changing your hours or other working arrangements on return from maternity leave, please consult our Flexible Working Policy. It is helpful if any request under the policy is made as early as possible.

You will usually return to the original job that you held prior to going off on maternity leave. In certain circumstances we are not obliged to have you return to exactly the same job if this is not reasonably practicable. In these circumstances, you will be offered a reasonable alternative role with terms and conditions no less favourable than the original job. If this is the case, we will discuss your particular circumstances with you at the relevant time.

If, while on maternity leave you decide that you do not wish to return to work, you should notify us as soon as possible by contacting your line manager. You must give notice of resignation to us in accordance with your contract of employment. When you give notice to us you should ensure that you have sufficient leave left to run (i.e. at least equal to your notice period), as otherwise you might be required to return to work for the remainder of the notice period.

If you have received pay in excess of SMP, you will have to repay this amount to us upon termination of your employment.



ADOPTION LEAVE

We believe that children are a blessing from God and want to join with our employees in celebrating additions to their families. This policy sets out some practical matters that we hope are helpful.

Eligibility

Adoption leave and pay will be available to eligible employees who adopt. Where a couple is adopting jointly, the couple may choose which partner takes adoption leave. The partner who does not take the adoption leave may be entitled to paternity leave and pay.

To be eligible for adoption leave, you must be newly matched with a child for adoption by an approved adoption agency, adopting from overseas, entering into a fostering to adopt arrangement or entering into a surrogacy arrangement and must meet the notification and evidence requirements below.

Length of leave

You are entitled to up to 26 weeks' ordinary adoption leave (OAL) followed immediately by up to 26 weeks' additional adoption leave (AAL). Only one period of leave is available even if you are adopting more than one child.

Where you exercise your right to take ordinary adoption leave during a fostering to adopt placement, you will not be entitled to take ordinary adoption leave a second time in relation to the same child.

Notification requirement

You are required to inform us in writing of your intention to take adoption leave within seven days of being notified that you have been matched with a child for adoption, unless this is not reasonably practicable. You will also have to provide us one or more documents issued by the adoption agency that matched you with the child, setting out:

- the name and address of the agency
- the date on which you were notified that you had been matched with the child, and
- the date on which the agency expects to place the child with you
- a "matching certificate".

If you are adopting a child from overseas, the HMRC form SC6 provides a pro forma on which you may set out the notification requirements required for taking adoption leave and claiming Statutory Adoption Pay.

In the case of surrogacy, you must let us know by the 15th week before the expected week of birth (in writing if requested) that you plan to take adoption leave. You should tell us the date of birth as soon as is reasonably possible after the birth. You must also provide a statutory declaration that you hold, applied for or will apply for a parental order for the child you are having with the help of the surrogate.

You will receive written confirmation from us within 28 days of our receiving your notice. The confirmation will set out the date on which you are expected to return to work if the full entitlement to adoption leave is taken.



TIME OFF WORK

Starting Adoption Leave

Adoption leave can start from the date of the child's placement (whether this is earlier or later than expected) or from a date which can be up to 14 days before the expected date of placement.

In the case of adoption from overseas, you may choose to begin your OAL period:

- on the date on which the child enters the UK, or
- on a predetermined date, specified in a notice, which is no later than 28 days after the date on which the child enters the UK.

In the case of surrogacy, your adoption leave will start on the day the child is born but if you're working that day, adoption leave will start on the following day.

Time off to attend adoption appointments

If you are eligible for and (if adopting jointly with another person) you are taking adoption leave, you are entitled to take paid time off work to attend adoption appointments which are for the purpose of having contact with the child that is to be placed with you or for any other purpose connected with the adoption, and have been arranged by or at the request of the adoption agency which notified you of the placement. You should inform us as soon as possible of the time and date of appointment.

In the case of surrogacy, you are entitled to unpaid time off to attend up to two ante natal appointments and should notify us as soon as possible of the time and date of the appointment.

If you are adopting jointly with another person but are not taking adoption leave, then you are entitled to take unpaid time off work to attend adoption appointments. You should inform us as soon as possible of the time and date of appointment.

Adoption Pay

If you have at least 26 weeks' service before being matched with the child ("the Qualifying Week") and, if adopting jointly, you are electing to take OAL, you will normally be entitled to receive statutory adoption pay (SAP) whether or not you intend to return to work.

SAP is payable for a maximum of 39 weeks, meaning that the last 13 weeks of AAL are unpaid. For the first six weeks of adoption leave you will be paid at the rate of 90% of your average earnings. After this time, you will be paid at the statutory adoption pay rate which is payable at the time or 90% of your weekly earnings, whichever is the lower. Your SAP will be paid into your bank account on the same date that you would have received your salary and will be subject to the usual deductions for tax, National Insurance and pension contributions.

Contractual benefits

You will continue to receive your contractual benefits, other than remuneration during adoption leave. Any benefits-in-kind will continue.

Pension contributions will continue to be made during any period when you are receiving SAP but not during any period of unpaid AAL. Employer contributions will be based on your normal salary, in accordance with the pension scheme rules. Employee contributions you make will be based on the amount of adoption pay you are receiving.



TIME OFF WORK

Holidays

While you are on adoption leave your holiday entitlement continues to accrue. We reserve the right to require you to take blocks of annual leave either immediately before or immediately after your period of adoption leave.

Keeping in touch (“KIT”) days

You may work for up to 10 days Keeping in Touch (KIT) days during your adoption leave without affecting your eligibility to SAP. You are under no obligation to work these days, and we are under no obligation to offer them to you. If you do work a KIT day, your rate of pay for the day will be agreed between us at the time and will normally equate to your normal rate of pay.

Return to work

If you do not give any notice to the contrary, it will be assumed that your adoption leave will last 52 weeks. Although you are not required to give any formal notice of returning to work at the end of 52 weeks, it helps us to plan for your return if you contact us in advance to discuss your return. If you wish to return to work before the end of your adoption leave period, you must give at least eight weeks’ advance notice in writing of the date on which you intend to return.

Your adoption leave cannot last longer than 52 weeks. If you wish to return later than your expected return date, you should either request unpaid parental leave, in accordance with our Parental Leave Policy, giving no less than 21 days’ notice, or request paid annual leave in accordance with your contract of employment. If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our Sickness Absence Policy will apply. In any other case, late return without good cause will be treated as unauthorised absence.

If you would like to end your adoption leave period early and take shared parental leave with your partner, you should refer to the terms of the Shared Parental Leave Policy contained in this handbook for further information regarding the eligibility and notification requirements relating to Shared Parental Leave and Statutory Shared Parental Pay.

If you would like to explore the possibility of changing your hours or other working arrangements on return from adoption leave, please consult our Flexible Working Policy. It is helpful if any request under the policy is made as early as possible.

You will usually return to the original job that you held prior to going off on adoption leave. In certain circumstances we are not obliged to have you return to exactly the same job if this is not reasonably practicable. In these circumstances, you will be offered a reasonable alternative role with terms and conditions no less favourable than the original job. If this is the case, we will discuss your particular circumstances with you at the relevant time.

If, while on adoption leave you decide that you do not wish to return to work, you should notify us as soon as possible by contacting your line manager. You must give notice of resignation to us in accordance with your contract of employment. When you give notice to us you should ensure that you have sufficient leave left to run (i.e. at least equal to your notice period), as otherwise you might be required to return to work for the remainder of the notice period.



TIME OFF WORK

PATERNITY LEAVE

We believe that children are a blessing from God and want to join with our employees in celebrating additions to their families. This policy sets out some practical matters that we hope are helpful.

Eligibility

You will be eligible for statutory paternity leave and pay if you:

- (a) are the father of a child or the spouse or partner of the mother or adopter; or
 - (b) are entering into a fostering to adopt arrangement and your partner or spouse is the intended primary adopter; or
 - (c) are entering into a surrogacy arrangement with a woman and have been granted, or intend to apply for, a parental order in relation to the child that she bears; and
- have worked for us for a minimum of 26 weeks by the end of the 15th week before the expected week of childbirth (EWC) or, in the case of a child placed for adoption, by the end of the week in which the child's adopter is notified of matching;
 - have or expect to have responsibility for the upbringing of the child; and
 - have given the correct notice (see below).

Time off to accompany a pregnant woman to an antenatal appointment/Time off to accompany an adopter to an adoption appointment

Employees who will be eligible to take paternity leave are entitled to unpaid time off to attend up to two ante-natal or adoption appointments with their spouse or partner. If you would like to avail of this right to unpaid time off, you should notify your manager of the appointment time as soon as possible.

Paternity Leave

If the child is expected to be born or placed for adoption on or after 6th April 2024 and, if you are eligible and give correct notice, you can choose to take either two consecutive weeks or one or two blocks of one week of paternity leave. Paternity leave cannot be taken in odd days.

Your leave can start from the date of the child's birth or adoption; or on a chosen day after the date of the child's birth or adoption. In the case of a birth, the leave must be completed by the time the child is one year old. In the case of an adoption, the leave must be completed within one year of the child being placed.

Only one period of leave will be available to you even if more than one child is born as the result of the same pregnancy, or you adopt more than one child.

Paternity Pay

During your paternity leave you will be paid statutory paternity pay (SPP) at the paternity pay rate or 90% of your weekly earnings, whichever is the lower, provided that you meet the eligibility criteria for paternity leave, and that your average earnings are not less than the lower earnings limit set by the government each tax year.



TIME OFF WORK

Contractual benefits

You will continue to receive your contractual benefits, other than remuneration during paternity leave. Any benefits in kind will continue.

Pension contributions will continue to be made during any period when you are receiving SPP. Employer contributions will be based on your normal salary, in accordance with the pension scheme rules. Employee contributions you make will be based on the amount of paternity pay you are receiving.

Holidays

While you are on paternity leave your holiday entitlement continues to accrue. We reserve the right to require you to take blocks of annual leave either immediately before or immediately after your period of paternity leave.

Notice requirements

In the case of a birth, you are required to inform us of your eligibility to take paternity leave on or before the 15th week before the EWC, unless this is not reasonably practicable. You must inform us in writing of the week the baby is expected.

You must give a minimum of 28 days' notice of the dates you intend to take paternity leave. If you intend to take paternity leave in two blocks of one week each, you must give a minimum of 28 days' notice for each block. You are not required to give notice of when you intend to take the second block of one week at the time of giving notice to take the first block of one week.

If you have given notice of your intention to take paternity leave and wish to change the date that your paternity leave begins, you must give written notice 28 days before the new period of leave is due to start.

In the case of a child placed for adoption, you must inform us of your eligibility to take paternity leave no more than seven days after the date on which the adopter is notified of having been matched with the child. If that is not reasonably practicable, you must notify us as soon as possible. You will need to specify the date on which the adopter was notified of having been matched with the child, the date on which the child is expected to be placed with the adopter, whether you wish to take one or two weeks' leave and when you want the leave to start.

Returning to work

The maximum length of paternity leave is 2 weeks. If you wish to return later than your expected return date, you should either request unpaid parental leave, in accordance with our Parental Leave Policy, giving no less than 21 days' notice, or request paid annual leave in accordance with your contract of employment.

Following your paternity leave you are entitled to return to work in the same position as you held before commencing leave. Your terms and conditions of employment will be no less favourable than they would have been if you had not been absent. However, if you have combined paternity leave with another type of family-related leave the position may be different. If it is not reasonably practicable for you to return to work in the same position, you will be offered a reasonable alternative role with terms and conditions no less favourable than the original job. If this is the case, we will discuss your particular circumstances with you at the relevant time.

If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our Sickness Absence Policy will apply. In any other case, late return without good cause will be treated as unauthorised absence.



TIME OFF WORK

For further information on the right to time off during the first year after birth / adoption of a child in the event that the Mother/adopter ends their period of maternity/adoption leave early, please see the Shared Parental Leave policy below. Please note that you cannot take Paternity Leave after having taken a period of Shared Parental Leave. Therefore, if you want to take both Paternity Leave and Shared Parental Leave, you must take Paternity Leave first.

If you would like to explore the possibility of changing your hours or other working arrangements on return from Paternity leave, please consult our Flexible Working Policy. It is helpful if any request under the policy is made as early as possible.

If, while on paternity leave you decide that you do not wish to return to work, you should notify us as soon as possible by contacting your line manager. You must give notice of resignation to us in accordance with your contract of employment. When you give notice to us you should ensure that you have sufficient leave left to run (i.e. at least equal to your notice period), as otherwise you might be required to return to work for the remainder of the notice period.



SHARED PARENTAL LEAVE POLICY

We believe that children are a blessing from God and want to join with our employees in celebrating additions to their families. This policy sets out some practical matters that we hope are helpful.

Introduction

Shared Parental Leave 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. There may also be an entitlement to some Shared Parental Pay. This policy sets out the statutory rights and responsibilities of employees who wish to take statutory Shared Parental Leave (SPL) and statutory Shared Parental Pay (ShPP).

Eligibility

SPL can be used by two people:

- The mother/adopter **and**
- One of the following:
 - i. the father of the child (in the case of birth) or
 - ii. the spouse, civil partner, or partner of the child's mother/adopter.

Both parents must share the main responsibility for the care of the child at the time of the birth/placement for adoption.

Additionally, if you are seeking to take SPL you must satisfy each of the following criteria:

- the mother/adopter of the child must have ended or given notice to curtail any maternity/adoption entitlements;
- you must still be working for us at the start of each period of SPL;
- you must have a minimum of 26 weeks' service at the end of the 15th week before the child's expected due date/matching date;
- your partner must meet the 'employment and earnings test' requiring them in the 66 weeks leading up to the child's expected due date/matching date to have worked for at least 26 weeks and earned at least the minimum average wage stipulated by government regulations from time to time in any 13 of those weeks;
- you must correctly notify us of your entitlement and provide evidence as required.

The Shared Parental Leave entitlement

If eligible, you may be entitled to take up to 50 weeks SPL during your child's first year in your family. If the mother/adopter reduces their maternity/adoption leave entitlement, then they and/or their partner may opt-in to the SPL system and take any remaining weeks as SPL.

SPL can commence as follows:

- The mother can take SPL after she has taken the legally required two weeks of compulsory maternity leave immediately following the birth of the child
- The adopter can take SPL after taking at least two weeks of adoption leave
- The father/partner/spouse can take SPL immediately following the birth/placement of the child, but may first choose to exhaust any paternity leave entitlements (as the father/partner cannot take paternity leave or pay once they have taken any SPL or ShPP).



TIME OFF WORK

Where a mother/adopter gives notice to curtail their maternity/adoption entitlement then the mother/adopter's partner can take SPL while the mother/adopter is still using their maternity/adoption entitlements.

SPL must end no later than one year after the birth/placement of the child. Any SPL not taken by the first birthday or first anniversary of placement for adoption is lost.

Notifying us

If you are entitled and intending to take SPL, you must give your line manager notification of your entitlement and intention to take SPL, at least eight weeks before you can take any period of SPL.

Part of the eligibility criteria requires you to provide us with correct notification. Notification must be in writing and requires each of the following:

- Your name;
- the name of the other parent;
- the start and end dates of any maternity/adoption leave or pay, or maternity allowance, taken in respect of the child and the total amount of SPL available;
- the date on which the child is expected to be born and the actual date of birth or, in the case of an adopted child, the date on which the employee was notified of having been matched with the child and the date of placement for adoption;
- the amount of SPL you and your partner each intend to take
- a non-binding indication of when you expect to take the leave.

You must provide us with a signed declaration stating:

- that you meet, or will meet, the eligibility conditions and are entitled to take SPL;
- that the information you have given is accurate;
- if you are not the mother/adopter you must confirm that you are either the father of the child or the spouse, civil partner, or partner of the mother/adopter; an
- that should you cease to be eligible you will immediately inform us.

You must provide us with a signed declaration from your partner confirming:

- their name, address and national insurance number (or a declaration that they do not have a national insurance number);
- that they are the mother/adopter of the child or they are the father of the child or are the spouse, civil partner, or partner of the mother/adopter;
- that they satisfy the 'employment and earnings test' (see above), and had at the date of the child's birth or placement for adoption the main responsibility for the child, along with you;
- that they consent to the amount of SPL that you intend to take;
- that they consent to us processing the information contained in the declaration form; and (in the case where the partner is the mother/adopter), that they will immediately inform their partner (you) should they cease to satisfy the eligibility conditions.



TIME OFF WORK

We may, within 14 days of the SPL entitlement notification being given, request:

- the name and business address of your partner's employer (where your partner is no longer employed or is self-employed, your partner's contact details must be given instead).
- in the case of biological parents, a copy of the child's birth certificate (or, where one has not been issued, a declaration as to the time and place of the birth).
- in the case of an adopted child, documentary evidence of the name and address of the adoption agency, the date on which you were notified of having been matched with the child and the date on which the agency expects to place the child for adoption.

In order to be entitled to SPL, you must produce this information within 14 days of our request.

Booking Shared Parental Leave

In addition to notifying us of entitlement to SPL/ShPP, you must also give notice to take the leave. In many cases, notice to take leave will be given at the same time as the notice of entitlement to SPL.

You have the right to submit three notifications specifying leave periods you are intending to take. Each notification may contain either (a) a single period of weeks of continuous leave; or (b) two or more periods of weeks of discontinuous leave, where you intend to return to work between periods of leave.

SPL can only be taken in complete weeks but may begin on any day of the week. For example, if a week of SPL began on a Tuesday it would finish on a Monday.

You must book SPL by giving the correct notification at least eight weeks before the date on which you wish to start the leave and (if applicable) receive ShPP.

Continuous leave notifications

A notification can be for a period of continuous leave, which means a notification of a number of weeks taken in a single unbroken period of leave (for example, six weeks in a row).

You have the right to take a continuous block of leave notified in a single notification, so long as it does not exceed the total number of weeks of SPL available to you (specified in the notice of entitlement) and we have been given at least eight weeks' notice.

You may submit up to three separate notifications for continuous periods of leave.

Discontinuous leave notifications

A single notification may also contain a request for two or more periods of discontinuous leave, which means asking for a set number of weeks of leave over a period of time, with breaks between the leave where you return to work (for example, an arrangement where you will take six weeks of SPL and work every other week for a period of three months).

Where there is concern over accommodating the notification, either you or us may seek to arrange a meeting to discuss the notification with a view to agreeing an arrangement that meets both your needs and the needs of the organisation.



TIME OFF WORK

The organisation will consider a discontinuous leave notification but has the right to refuse it. If the leave pattern is refused, you can either withdraw it within 15 days of giving it, or can take the leave in a single continuous block.

Responding to a Shared Parental Leave notification

Once the line manager receives the leave booking notice, it will be dealt with as soon as possible, but a response will be provided no later than the 14th day after the leave request was made. The response will be confirmed in writing.

It may be helpful to arrange a meeting to discuss the leave proposed and what will happen while you are away from work. Where there is a request for continuous leave or where we can accommodate a request for discontinuous leave without any difficulty, a meeting may not be necessary. Where the application is for discontinuous leave, the discussion at the meeting may focus on how the leave proposal could be agreed, whether a modified arrangement would be agreeable to you and the organisation, and what the outcome may be if no agreement is reached.

All requests for discontinuous leave will be carefully considered, weighing up the potential benefits to you and to the organisation against any adverse impact to the organisation. Each request for discontinuous leave will be considered on a case-by-case basis. Agreeing to one request will not set a precedent or create the right for another employee to be granted a similar pattern of SPL. The request may be granted in full or in part: for example, the organisation may propose a modified version of the request.

If a discontinuous leave pattern is refused, then you may withdraw the request without detriment on or before the 15th day after the notification was given; or may take the total number of weeks in the notice in a single continuous block. If you choose to take the leave in a single continuous block, you have until the 19th day from the date the original notification was given to choose when you want the leave period to begin. The leave cannot start sooner than eight weeks from the date the original notification was submitted. If you do not choose a start date, then the leave will begin on the first leave date requested in the original notification.

Variations to arranged Shared Parental Leave

You are permitted to vary or cancel an agreed and booked period of SPL, provided that you advise us in writing at least eight weeks before the date of any variation. Any new start date cannot be sooner than eight weeks from the date of the variation request.

Any variation or cancellation notification you make, including notice to return to work early, will usually count as a new notification reducing your right to book/vary leave by one. However, a change as a result of a child being born early, or as a result of us requesting leave be changed, and you being agreeable to the change, will not count as further notification. Any variation will be confirmed by us in writing.

Statutory Shared Parental Pay (ShPP)

Eligible employees may be entitled to up to 37 weeks statutory shared parental pay while taking SPL. The number of weeks available for the parents to take between them will depend on the amount by which the mother/adopter reduces their maternity/adoption pay period or maternity allowance period.

ShPP may be payable during some or all of SPL, depending on the length and timing of the leave.



TIME OFF WORK

In addition to meeting the eligibility requirements for SPL, where you are seeking to claim ShPP, you must further satisfy each of the following criteria:

- the mother/adopter must be/have been entitled to statutory maternity/adoption pay or maternity allowance and must have reduced their maternity/adoption pay period or maternity allowance period;
- you must intend to care for the child during the week in which ShPP is payable;
- your average weekly earnings for the period of eight weeks leading up to and including the 15th week before the child's expected due date/matching date ("the Qualifying Week") are not less than the lower earnings limit in force for national insurance contributions;
- you must remain in continuous employment until the first week of ShPP has begun;
- you must give proper notification in accordance with the rules set out below.

Where you are entitled to receive ShPP, you must, at least eight weeks before receiving any ShPP, give your line manager written notice advising of your entitlement to ShPP. To avoid duplication, if possible, this should be included as part of the notice of entitlement to take SPL.

In addition to what must be included in the notice of entitlement to take SPL, any notice that advises of an entitlement for ShPP must include:

- the start and end dates of any maternity/adoption pay or maternity allowance;
- the total amount of ShPP available, the amount of ShPP you and your partner each intend to claim, and a non-binding indication of when you expect to claim ShPP;
- a signed declaration from you confirming that the information you have given is correct, that you meet, or will meet, the criteria for ShPP and that you will immediately inform us should you cease to be eligible.

It must be accompanied by a signed declaration from your partner confirming:

- their agreement to you claiming ShPP and for us to process any ShPP payments to you;
- (in the case where the partner is the mother/ adopter) that they have reduced their maternity/adoption pay or maternity allowance;
- (in the case where the partner is the mother/ adopter) that they will immediately inform their partner (you) should they cease to satisfy the eligibility conditions.

Any ShPP due will be paid at a rate set by the Government at the relevant time.

Terms and conditions during Shared Parental Leave

During the period of SPL, your contract of employment continues in force and you are entitled to receive all your contractual benefits, except for salary. Any benefits in kind will continue.

Pension contributions will continue to be made during any period when you are receiving ShPP but not during any period of unpaid SPL. Employer contributions will be based on your normal salary, in accordance with the pension scheme rules.

Employee contributions you make will be based on the amount of ShPP pay you are receiving.

Holidays

While you are on SPL, your holiday entitlement continues to accrue. We reserve the right to require you to take blocks of annual leave either immediately before or immediately after periods of SPL to minimise disruption.



TIME OFF WORK

Shared Parental Leave in Touch days

You can agree to work for us (or attend training) for up to 20 days during SPL without bringing your period of SPL to an end or impacting on your right to claim ShPP for that week. These are known as "Shared Parental Leave In Touch" or "SPLIT" days.



We have no right to require you to carry out any work, and we are under no obligation to offer you any work, during your SPL. Any work undertaken is a matter for agreement between yourself and us. If you take a SPLIT day you will receive full pay for any day worked. If a SPLIT day occurs during a week when you are receiving ShPP, this will be effectively 'topped up' so that you receive full pay for the day in question. Any SPLIT days worked do not extend the period of SPL.

Returning to work after Shared Parental Leave

The maximum length of SPL is 50 weeks, although your precise entitlement will depend on when maternity leave/adoption leave ended. You will have been formally advised in writing by us of the end date of any period of SPL. You are expected to return on the next working day after this date, unless they notify your line manager otherwise.

If you are unable to attend work due to sickness or injury, our normal arrangements for sickness absence will apply. In any other case, late return without prior authorisation will be treated as unauthorised absence and dealt with in accordance with our disciplinary policy.

If you wish to return to work earlier than the expected return date, you may provide a written notice to vary the leave and must give us at least eight weeks' notice of your date of early return. This will count as one of your notifications. If you have already used your three notifications to book and/or vary leave then we do not have to accept the notice to return early but may do if it is considered to be reasonably practicable to do so.

If you would like to explore the possibility of changing your hours or other working arrangements on return from SPL, please consult our Flexible Working Policy. It is helpful if any request under the policy is made as early as possible.

On returning to work after SPL, you are entitled to return to the same job if your aggregate total statutory maternity/paternity/adoption leave and SPL amounts to 26 weeks or less. The same job is the one you occupied immediately before commencing maternity/paternity/adoption leave and the most recent period of SPL, on the same terms and conditions of employment as if you had not been absent.

If your maternity/paternity/adoption leave and SPL amounts to 26 weeks or more in aggregate, you are entitled to return to the same job you held before commencing the last period of leave or, if this is not reasonably practicable, to another job which is both suitable and appropriate and on terms and conditions no less favourable.

If, while on SPL you decide that you do not wish to return to work, you should notify us as soon as possible by contacting your line manager. You must give notice of resignation to us in accordance with your contract of employment. When you give notice to us you should ensure that you have sufficient leave left to run (i.e. at least equal to your notice period), as otherwise you might be required to return to work for the remainder of the notice period.

TIME OFF WORK

UNPAID PARENTAL LEAVE

If you have been continuously employed by us for at least one year and have parental responsibility for a child aged under 18, you are entitled to unpaid parental leave of a maximum of 18 weeks for each child, for the purpose of caring for the child. Leave must be taken in blocks of one week unless the child qualifies for Disability Living Allowance or Personal Independence Payment, in which case shorter periods may be taken, but not normally less than a single day. A maximum of four weeks leave per child can be taken in a rolling year.

We are entitled to seek evidence of your entitlement to take parental leave.

If you have taken any period of parental leave while working for another employer, this will count towards your total parental leave entitlement. If you have taken parental leave with any other previous employer, you must provide details.

If you work part-time, the length of a week's parental leave is pro-rated, so that if you work three days a week and take three days of parental leave you will have used one week's parental leave.

Notice

You must give notice 21 days before the date on which the leave is to begin.

If the operation of the organisation will be unduly disrupted by the parental leave, we may postpone the leave by up to six months. If a request for parental leave is postponed, we will consult with you about the alternative dates for it. We will write to you within 7 days of your request explaining the reason for the postponement and the new start and end dates.

Contractual benefits

You will continue to receive your contractual benefits, other than remuneration, during parental leave.

TIME OFF FOR DEPENDANTS POLICY

You have a statutory right to reasonable time off work without pay to deal with emergencies relating to people who depend upon you. The dependant may be a child, spouse, civil partner, parent, or anyone else who reasonably relies on you for help in an emergency. At the discretion of the organisation, payment for up to three days' leave in a rolling year will be given for this type of leave.

A common example of an emergency that would qualify you for this type of leave would be a child or child minder falling ill and you having to take time off work to look after the child. If you know in advance that you will need time off (for instance to take a child to a pre-arranged hospital appointment), this will not qualify as time off to deal with an emergency and you should make alternative arrangements to have this time off such as requesting annual leave or parental leave.

This policy also applies where you need to take action in consequence of the death of a dependant.

Notice

Given the nature of this type of leave, we recognise that it is unlikely that you will be able to give much in the way of prior notice of your intention to take time off to deal with an emergency.



TIME OFF WORK

You should however let your line manager know as soon as possible that you need to take time off to care for a dependant. We may ask you to confirm the reason for your absence in writing when you return to work. We may also ask you to provide evidence of the reason for taking leave.

Length of leave

The entitlement is to “reasonable” time off. What is a reasonable length of time will depend upon the individual circumstances of each case. You should make alternative arrangements for the care of the dependant as soon as possible to allow you to return to work. For instance, if your child falls ill, you can take time off to deal with their initial needs such as taking them to the doctor and arranging for their care but not necessarily to look after the child for the duration of their illness. It would be rare that absence of more than one day will be permitted under this policy. If you are unable to make alternative arrangements for the care of your dependant you can request annual leave or leave under our Carer’s Leave Policy, Compassionate Leave Policy or Parental Leave Policy as appropriate.

COMPASSIONATE LEAVE

We recognise that you may face difficult personal circumstances from time to time and we are committed to providing you with assistance at these difficult times.

In the event of the death of a spouse, partner, parent, child, grandparent, sibling or stepchild/parent, you will be entitled to take a reasonable amount of compassionate leave.

In the event of the death a child, this policy should be read in conjunction with our Parental Bereavement Leave policy as there may be a degree of overlap between the two policies. Where you have a right to leave in similar circumstances in respect of a child under both this policy and the Parental Bereavement Leave policy, you may exercise your right under both policies, or under only one of them if you prefer.

Some or all of the compassionate leave following the death of a family member may be paid, at our discretion. What is a reasonable amount of leave will be dependent upon the case but will usually be a period of up to one week.

If a longer amount of time off is required, we will endeavour to look on this sympathetically, but any further time off will usually be without pay (unless certified as sick leave). You may also ask to take annual leave at short notice in these circumstances.

We recognise that there may be other circumstances where compassionate leave may be appropriate, including serious or critical illness of a close family member. Compassionate leave relating to a situation other than the death of a close family member will be at our discretion.

Requesting compassionate leave

As soon as reasonably practicable, you should contact your line manager to explain what has happened, and to request compassionate leave. Your line manager will confirm the specific arrangements with you at the time.

If you have any concerns about returning to work following compassionate leave or about the grieving process impacting on your work performance, you should discuss this in confidence with your line manager.



PARENTAL BEREAVEMENT LEAVE POLICY

This policy outlines the arrangements for leave and pay for an employee who suffers the loss of a child up to the age of 18, including a child who is stillborn after 24 weeks of pregnancy.

This policy should be read in conjunction with our Compassionate Leave policy as, in some circumstances, there may be a degree of overlap between the two. Where you have a right to leave in similar circumstances in respect of a child under both this policy and the Compassionate Leave policy, you may exercise your right under both policies, or under only one of them if you prefer.

This policy is for guidance only and outlines the rights employees and others are given by law but is intended to be a summary only and not a complete statement of your rights. Please contact your line manager if you have any queries about your entitlement.

Parental Bereavement Leave (PBL) allows working parents to take paid leave when a child dies, provided they meet certain criteria. PBL must be taken during the period of 56 weeks from the date of the child's death. It may be taken as one week's leave, a block of two weeks' leave, or two weeks' leave in two separate one-week blocks.

You are entitled to PBL if you are the child's parent, or the parent's partner.

Notice requirements

Before taking PBL, you need to give us notice of the date of the child's death, the date on which you want your PBL to start, and whether you want to take one week or two weeks' PBL. You do not need to give us this information in writing. The amount of notice you need to give us will depend on when you choose to take PBL:

PBL within first 56 days - If your intended period of PBL includes a week that begins within 56 days of the date of your child's death, you need to comply with the notice requirements before you are due to start work on the first day of your intended absence from work on PBL or, if it is not reasonably practical for you to give the information to us at that time, as soon as reasonably practical.

PBL after 56 days - If your intended period of PBL includes a week that begins after the end of the 56-day period beginning with the date of your child's death, you need to comply with the notice requirements at least one week before the start of the intended week of PBL.

If you have given notice of a week's intended PBL, but then wish to cancel it, you may do so unless that week's PBL has already begun. Again, the amount of notice of cancellation you need to give will depend on when the intended PBL falls:

PBL within first 56 days - If the intended period of PBL includes a week that begins within 56 days of the date of your child's death, in order to cancel that week's PBL you need to give us notice of cancellation no later than the time on the first day of that week at which you would have been due to start work if you were not taking PBL;

PBL after first 56 days - If the intended PBL period includes a week that begins after the end of the 56-day period beginning with the date of your child's death, you need to give us notice of cancellation at least one week before the start of that week.



TIME OFF WORK

If you also wish to claim parental bereavement pay, see the notice requirements set out under “Parental bereavement pay” below.

When another type of statutory leave starts

If you begin another period of statutory leave (such as maternity leave, paternity leave or shared parental leave) during a period of PBL, that period of PBL will end immediately before the start of the other period of statutory leave. However, you will be able to carry forward the remaining untaken period of PBL (whether it includes a whole week (or weeks) only, or part of a week) and take it in a single block after the end of the other period of statutory leave, so long as that is still within the 56-week period from the death of the child and you give notice in accordance as if you were giving notice of the start of intended PBL.

Parental bereavement pay

If you were employed by us on the date the child died and have at least 26 weeks’ continuous employment with us at that date, you will be entitled to statutory parental bereavement pay (SPBP) during the periods of PBL, provided your average earnings are not below the lower earnings limit set by the government each year.

SPBP is paid at a weekly rate set by the government each year, or 90% of your average earnings, whichever is lower.

Note that you may be eligible for PBL but not eligible for SPBP. In such cases, PBL may be taken but it will normally be unpaid.

You must tell us whether you intend to claim SPBP during your PBL and, if so, for what period. You must notify us of this in writing. You can do this either at the same time you are notifying us that you intend to take PBL, if you notify this in writing, or separately within 28 days after the first day of the period in respect of which SPBP is to be paid, or if this is not reasonably practical, then as soon as it is reasonably practical to do so.

At the same time as you tell us whether you intend to claim SPBP, you also need to provide written evidence of your right to SPBP, and so your notice to us must include a declaration that you are the parent or parent’s partner of a child who has died, and the date of the child’s death.

Your terms and conditions of employment remain in force during PBL, except for the terms relating to pay. Annual leave entitlement will continue to accrue during PBL at the rate provided under your contract. Employer pension contributions during any period of paid PBL will be based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any SPBP.

Returning to work

If you suffer the loss of a child, we will seek to do what we can to support you. The statutory right to parental bereavement leave and pay is set out in this policy. However, if you feel that you are not ready to return to work at the end of your parental bereavement leave, there are a number of other possibilities that we can discuss with you, e.g. taking sick leave, compassionate leave, or unpaid leave, or staging your return to work, e.g. by working reduced working hours or flexible hours, or working from home. Your line manager will provide ongoing support following your return to work.



TIME OFF WORK



CARER'S LEAVE

Carer's leave is intended to allow employees some unpaid time off work to provide or arrange for the care of a dependant with a long-term care need.

A dependant of an employee has a "long-term care need" if:-

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

The dependant may be a child, spouse, civil partner, parent or anyone else who reasonably relies on you for their care.

Length of leave

Eligible employees are entitled to up to one week of carer's leave in a rolling 12-month period. A week of carer's leave is a period of absence from work equal in duration to the period the employee is normally expected or required to work in a week at the time of making the request.

The minimum amount of carer's leave that can be taken is one half of a working day.

Notice

You may take carer's leave to which you are entitled on such days as you may elect by giving notice of intention to take carer's leave to your line manager.

TIME OFF WORK

A notice of intention to take carer's leave must be in writing. It may relate to all or part of the carer's leave to which you are entitled in a 12-month period and must specify the days on which carer's leave is intended to be taken. The written notice must specify that the employee is entitled to take carer's leave.

The written notice must be given to your line manager at least 3 days in advance of the intended commencement date or, if the intention is to take more than 1.5 days of carer's leave, the notice must be served twice as many days in advance of the first day of carer's leave as the number of days to be taken. For example, if the intention is to take 5 days of carer's leave, 10 days' notice must be given.

We will not require you to supply evidence in relation to a request for carer's leave before granting the leave.

Postponement of carer's leave

We may postpone your carer's leave if we reasonably consider that our operations would be unduly disrupted if you took carer's leave during the period identified in your notice.

If we postpone your carer's leave, we will permit you to take a period of carer's leave of the same duration within one month of the date you intended to take carer's leave. We will consult with you before determining the new commencement date. We will give you notice in writing of the postponement of your carer's leave, stating the reason for the postponement and the dates you can take carer's leave. We will give you the postponement notice within 7 days of the date of your notice of intention to take carer's leave or, where this is not practicable because of the date your notice is received, we will serve the postponement notice by the day before the date you intended your carer's leave to commence.

Exhausting your entitlement to Carer's Leave

If you have taken your full entitlement to Carer's Leave and require further time off to care for or arrange for the care for a dependant, please speak to your line manager. It may be that you will be eligible for other types of leave dealt with elsewhere in this handbook including, for example:-

- Annual leave
- Unpaid parental leave
- Compassionate leave

You may also wish to consider making an application for Flexible Working if you feel you may benefit from a change to your working pattern.



OTHER POLICIES AND PROCEDURES



OTHER POLICIES AND PROCEDURES

PERFORMANCE MANAGEMENT POLICY

We believe that it is important that the performance of the organisation and the individuals working for us should be kept under review to ensure that everyone is working towards our shared objectives in the most productive way possible. This document sets out the policy and procedure operated by us to address performance.

Performance review - generally

The purpose of reviewing performance is to help ensure that both the employer and employee are content with progress and so that the concerns of either party can be addressed and action taken where appropriate for the benefit of the employee and the organisation.

We aim to promote continuous improvement across the organisation and job satisfaction through supporting development and progression.

The benefits of keeping performance under review include:

- Employees are assisted in performing their jobs to the best of their ability, maximising their job satisfaction and their contribution to the organisation's objectives.
- Individual training and development needs are identified and actioned.
The potential that each individual has to develop within their current or a future position is discussed.

The method of performance review may vary depending on the nature of the role but is likely to include regular formal reviews as well as more informal day-to-day/week-to-week reviews of progress.

Our policy is that each employee will be appraised annually and will have regular informal reviews or "catch-ups" with their manager and colleagues as and when required.

Performance Review Procedure

1. Appraisal interviews will occur annually. Regular one-to-one discussions will be scheduled to ensure development coaching and feedback can be provided throughout the year. There should be no surprises in the appraisal process – i.e. on-going underperformance issues which an employee is not made aware of and then find out at the end of year appraisal that they have not met the required standards and objectives.
2. Appraisal interviews will be carried out by the job-holder's immediate line manager on a one-to-one basis. This is a two-way discussion to review performance and support and assist as appropriate as well as allowing for discussion around future career development and progression. Appraisal interviews should take place at all levels of the organisation.

Paperwork completed as a result of the appraisal will be viewed as a working document and will be referred to and reviewed during the year. Where the objectives/targets agreed at the appraisal interview have changed, new objectives/targets should be agreed with input provided by the employee as well as the line manager on performance objectives and consult on plans for achieving performance or enhanced performance strategies.



OTHER POLICIES AND PROCEDURES

Managers should not wait until the annual appraisal to address any underperformance issues with staff. Details of how underperformance will be managed are set out below.

Unsatisfactory performance

Managers should address any underperformance issues with staff at as early a stage as possible. Where possible instances of unsatisfactory performance will be dealt with informally. Where failure to perform is more serious or informal steps are not enough to bring performance to a satisfactory level, formal action may be taken.

The first stage in such action is an investigation into the nature of and reasons for underperformance. Where it appears that a health issue or disability may provide an explanation or partial explanation for underperformance, this will be investigated with you. Where appropriate, consideration may be given to asking you to consent to us obtaining a medical report so that we can better understand your condition, its impact upon your performance and whether any reasonable adjustments to your duties may be helpful.

Where it appears that poor performance is not due to lack of skill or aptitude in undertaking a job role, or lack of training, health, or to equipment issues, and where there appears some culpability on the part of the employee, it may be appropriate to treat the matter as a conduct issue under the Disciplinary Policy.

Procedure

Where informal resolution is not possible, the steps outlined in the Procedure for Considering Warnings & Dismissal will be followed.

Levels of Sanction

Level 1—written warning

Where appropriate, you will be issued with a written warning containing the following information:

- a. an explanation of the reasons for the warning being issued;
- b. an explanation of the improvements in performance required;
- c. the timescale for making these improvements (referred to as “the review period”);
- d. any support we will provide to assist you;
- e. an explanation of the consequences of any repetition of the poor performance; and
- f. advice as to your right to appeal against the decision to issue a written warning.

During the review period, your performance will be monitored and at the end of the review period, we will inform you of the next step:

- if we are satisfied that you have met the requirements set out in the notice, no further action will be taken, but we will continue to monitor your performance based on the expectations set out in the written warning;
- if we are not satisfied that you have met the requirements set out in notice, further action may be taken; or
- where appropriate, the review period may be extended.

A written warning may only be issued under this policy by a Trustee. A written warning issued under this policy will normally remain in force for 12 months and a copy of the notice will be kept on your personnel record. It will normally be disregarded for the purposes of this policy after a period of 12 months, or any other period specified in the written warning, subject to satisfactory performance during that time, but will form a permanent part of your personnel record.



OTHER POLICIES AND PROCEDURES

Level 2 – final written warning

If you fail to meet the requirements set out in the written warning or where the poor performance is sufficiently serious to warrant it, you will be issued with a final written warning containing the following information:

- a. an explanation of the reasons for the warning being issued;
- b. an explanation of the improvements in performance required;
- c. the timescale for making these improvements (referred to as “the review period”);
- d. any support we will provide to assist you;
- e. an explanation of the consequences of any repetition of the poor performance and that failure to improve your performance to the required level will render you liable to dismissal; and
- a. advice as to your right to appeal against the decision to issue a final written warning.

During the review period, your performance will be monitored and at the end of the review period, we will inform you of the next step:

- if we are satisfied that you have met the requirements set out in the notice, no further action will be taken, but we will continue to monitor your performance based on the expectations set out in the final written warning;
- if we are not satisfied that you have met the requirements set out in notice, further action may be taken; or
- where appropriate, the review period may be extended.

A final written warning may only be issued under this policy by a Trustee. A final written warning issued under this policy will normally remain in force for 12 months and a copy of the notice will be kept on your personnel record. At the end of the 12 months, the final written warning will normally be disregarded for the purposes of this policy, subject to satisfactory performance during that time, but will form a permanent part of your personnel record.

Level 3—dismissal

If you fail to meet the requirements set out in the final written warning, dismissal will normally result. There may also be very exceptional circumstances where the failure to perform is sufficiently serious to warrant dismissal without previous warnings.

You will be provided with written confirmation of the dismissal as soon as reasonably practicable afterwards. This will set out:

- details of the reason for the dismissal;
- the date on which the employment terminated or will terminate;
- the appropriate period of notice or pay in lieu of notice (if any); and
- information on how to appeal against the dismissal.

For more detail on how we will manage procedures where warnings or dismissal is contemplated, including rights of accompaniment at meetings and appealing decisions made, please refer to the Procedure for Considering Warnings & Dismissal.



OTHER POLICIES AND PROCEDURES

GENERAL RULES AND DISCIPLINARY POLICY

General rules

Your contract of employment and the policies and procedures contained in this handbook set out what is required of you in the course of your employment with us. It is not possible to compile an exhaustive list of rules and procedures that you must comply with and therefore what follows is a non-exhaustive list of guidelines that must be adhered to in the course of your employment: -

- you are expected to wholeheartedly devote yourself to the exercise of your duties at all times during working hours
- you are expected to undertake your duties with all reasonable care and skill and with regard to the Christian ethos of our organisation
- you are expected to act in our best interests at all times.
- you are expected to undertake reasonable duties that fall outside the scope of your normal day-to-day duties as and when required to assist with the smooth operation of our organisation.
- you are expected to have a good attendance and timekeeping record.
- you must obtain permission to arrive at work later than your normal start time, leave work earlier than your normal finishing time or take a longer than normal break.
- you must maintain a professional appearance and a good standard of cleanliness and personal hygiene at all times while representing us.
- you must maintain a courteous and respectful manner to other employees, as well as to clients and other persons you come into contact with during the exercise of your duties.
- you must not, without our prior consent, undertake any alternative employment or self-employment. If you undertake any other paid work:
 - you must notify your line manager of the hours worked so that we can ensure we meet our obligations under the Working Time Regulations and
 - any such employment or self-employment must not be at odds with our Christian ethos
- you must abide by our rules and good common sense in relation to the health and safety of yourself and others.
- you must take care not to damage property belonging to us or any of the other employees, clients, or others you may come into contact with.
- you must comply with our policies and procedures.

Misconduct (falling short of gross misconduct)

Set out below are examples of behaviour which we treat as misconduct falling short of gross misconduct. Such behaviour will normally render you liable to sanction under this policy up to and including a final written warning, depending upon the seriousness of the offence and whether there are any prior live warnings on file. There may however be occasions when it is reasonable for us to dismiss with notice for the commission of disciplinary offences falling short of gross misconduct where there are no prior live warnings on file.



OTHER POLICIES AND PROCEDURES

You should note that this is not an exhaustive list, and management reserves the right to decide how any other misconduct shall be categorised. Examples include:

- Lateness
- Failure to comply with the absence notification and certification procedure
- Careless work or poor effort at work
- Work performance below an acceptable level
- Failure to maintain a safe and tidy working environment
- Extended tea or meal breaks
- Failure to maintain a satisfactory standard of personal appearance or hygiene
- Dangerous physical horseplay
- Neglect causing damage to property or equipment of the employer, a client, or another employee
- Unsatisfactory attitude or behaviour towards others
- Use of foul language
- Wilful or excessive wastage of materials
- Excessive time away from the job
- Breaches of our data protection policy not treated as grossly negligent or deliberate
- Breaches of health and safety rules not treated as gross misconduct
- (Where your role carries with it a requirement that it must be undertaken by a Christian) less serious breaches of our Code of Conduct for employees in posts that must be undertaken by a Christian.

Gross Misconduct

Set out below are examples of behaviour which we treat as gross misconduct. Such behaviour will normally render you liable to dismissal without notice. You should note that this list is not exhaustive. Examples include:

- Serious breach of health and safety rules
- Fighting or physical violence
- Threatening or aggressive behaviour
- Gross negligence
- Failure to report damage caused to persons or property
- Unauthorised absence
- Time off for sickness when not genuinely ill
- Abandoning duties during working hours
- Smoking in an unauthorised area including a work vehicle
- Failure to follow a reasonable work instruction
- Serious misuse of our email, phone, and internet facilities
- Grossly offensive or obscene behaviour
- Acts of unlawful discrimination or victimisation, bullying and/or harassment
- Breach of rules contained in the alcohol and drugs policy
- Reporting for work under the influence of alcohol or drugs or consumption of alcohol or taking drugs during working hours
- Driving under the influence of alcohol or drugs
- Falsification of records
- Making a false/malicious complaint



OTHER POLICIES AND PROCEDURES

- Undertaking private work during working hours
- Working in competition with us
- Carrying out any paid or voluntary work without consent while on sick leave
- Serious breach of security rules, including data security rules
- Actions which could reasonably be deemed to bring our organisation into disrepute
- Grossly negligent or deliberate breach of our data protection policy
- Theft or misappropriation of property belonging to us, another employee, client or others we work with
- Wilful or grossly negligent damage to property
- Clocking/swiping/signing-in offences
- Unauthorised disclosure of confidential information not amounting to a qualifying disclosure as defined in the Making a Protected Disclosure (Whistleblowing) Policy
- Accepting, requesting, or offering a bribe
- Making an unauthorised audio or video recording of a conversation or meeting
- Conviction of a criminal offence (except for minor road traffic offences) that impacts on your suitability to do your job or your relationship with us, your work colleagues, or other persons or organisations we work with
- Breach of the implied term of mutual trust and confidence in the employment relationship – note this could occur as a result of a series of acts of misconduct on your part that undermine the relationship of trust and confidence even if no single act, by itself, would amount to gross misconduct
- (Where your role carries with it a requirement that it must be undertaken by a Christian) serious breaches of our Code of Conduct for employees in posts that must be undertaken by a Christian.

Disciplinary investigation

In most cases it will be necessary for an investigation to be carried out into the circumstances that have led to an employee falling under suspicion of having committed a disciplinary offence. Evidence will be gathered as part of the investigatory process. Employees have no right to advance notice of an investigatory meeting nor the right to be accompanied at an investigatory meeting. If there is insufficient evidence upon which to proceed or if it can be established that there is no case to answer, no disciplinary hearing will be necessary.

Suspension

On some occasions, temporary suspension on full pay may be invoked in order that an uninterrupted investigation can take place or where suspension is otherwise reasonably believed to be appropriate. This is not to be regarded as disciplinary action or a penalty of any kind.

If an employee is suspended, he or she must be contactable and available for meetings during normal working hours. If the employee cannot be contacted or does not make themselves available for meetings, this may be treated as unauthorised absence under our disciplinary rules. If you, without an acceptable reason, fail to carry out instructions given to you by the Employer during a period of suspension or fail to co-operate or attend meetings relating to any ongoing investigation or disciplinary proceedings then the Employer reserves the right to suspend you without pay. If you become unfit for work during your suspension, you will be paid your normal sick pay entitlement.

Disciplinary process

It is hoped that most issues in the workplace can be resolved informally. As an organisation with a Christian ethos and purpose at its heart, we seek to implement policies regarding dispute resolution that are consistent with the law and best practice guidelines and also follow guidance in Scripture regarding how disputes should be settled.



OTHER POLICIES AND PROCEDURES

It is with this in mind that we will endeavour, wherever possible, to encourage the resolution of issues informally on a one-to-one basis. If this leads to the desired resolution, then there is no need for the matter to be taken any further. However, it is recognised that, in the event of an issue being repeated or being of sufficient seriousness that informal one-to-one resolution is not possible, then there needs to be a formal process in place for resolving disputes.

In a first instance of minor misconduct arising, your line manager will usually meet with you to explain the improvement that is required and no formal sanction will be issued. If, however the required improvement is not forthcoming or if the issue is serious enough to warrant it, the Procedure for Considering Warnings & Dismissal set out below will apply.

Disciplinary sanctions

It is our aim that our rules and procedures should encourage improvement in the conduct of individuals, where they are failing to meet the standards, and not be seen as a means of punishment. It is hoped in the event of disciplinary sanctions less than dismissal being issued, that the employee will take the warning on board and will demonstrate the required improvement in conduct.

There are three levels of formal disciplinary sanction. Other than in cases of gross misconduct, you will not normally be dismissed for a first offence, although there may be some cases where dismissal with notice for misconduct falling short of gross misconduct may be appropriate even if there are no prior live warnings on file. We reserve the right to impose sanctions at any level, or to skip levels, depending on the circumstances of the case.

Level 1—written warning

Where appropriate, you will be issued with a written warning containing the following information:

- a. an explanation of the reasons for the warning being issued;
- b. an explanation of the improvements in conduct required;
- c. an explanation of the consequences of any further misconduct; and
- d. advice as to your right to appeal against the decision to issue a written warning.

A written warning may only be issued under this policy by a trustee. A written warning issued under this policy will normally remain in force for 12 months and a copy of the warning will be kept on your personnel record. It will normally be disregarded for disciplinary purposes after a period of 12 months, subject to satisfactory conduct during that time, but will form a permanent part of your personnel record.

Level 2 – final written warning

If you commit a further disciplinary offence while a written warning is live or where the misconduct is sufficiently serious to warrant it, you will be issued with a final written warning containing the following information:

- a. an explanation of the reasons for the warning being issued;
- b. an explanation of the improvements in conduct required;
- c. an explanation of the consequences of any further misconduct; and
- d. advice as to your right to appeal against the decision to issue a written warning.

A final written warning may only be issued under this policy by a trustee. A final written warning issued under this policy will normally remain in force for 12 months and a copy of the warning will be kept on your personnel record. At the end of the 12 months, the final written warning will normally be disregarded for disciplinary purposes, subject to satisfactory conduct during that time, but will form a permanent part of your personnel record.



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Level 3—dismissal

If you commit a further disciplinary offence while a final written warning is still live or where the misconduct is sufficiently serious to warrant it, you may be dismissed.

A decision to dismiss may only be taken by a trustee.

You will be provided with written confirmation of the dismissal as soon as reasonably practicable afterwards. This will set out:

- details of the reason for the dismissal;
- the date on which the employment terminated or will terminate;
- the appropriate period of notice or pay in lieu of notice (if any); and
- information on how to appeal against the dismissal.

For more detail on how we will manage procedures where warnings or dismissal are contemplated, including rights of accompaniment at meetings and appealing decisions made, please refer to the Procedure for Considering Warnings & Dismissal.

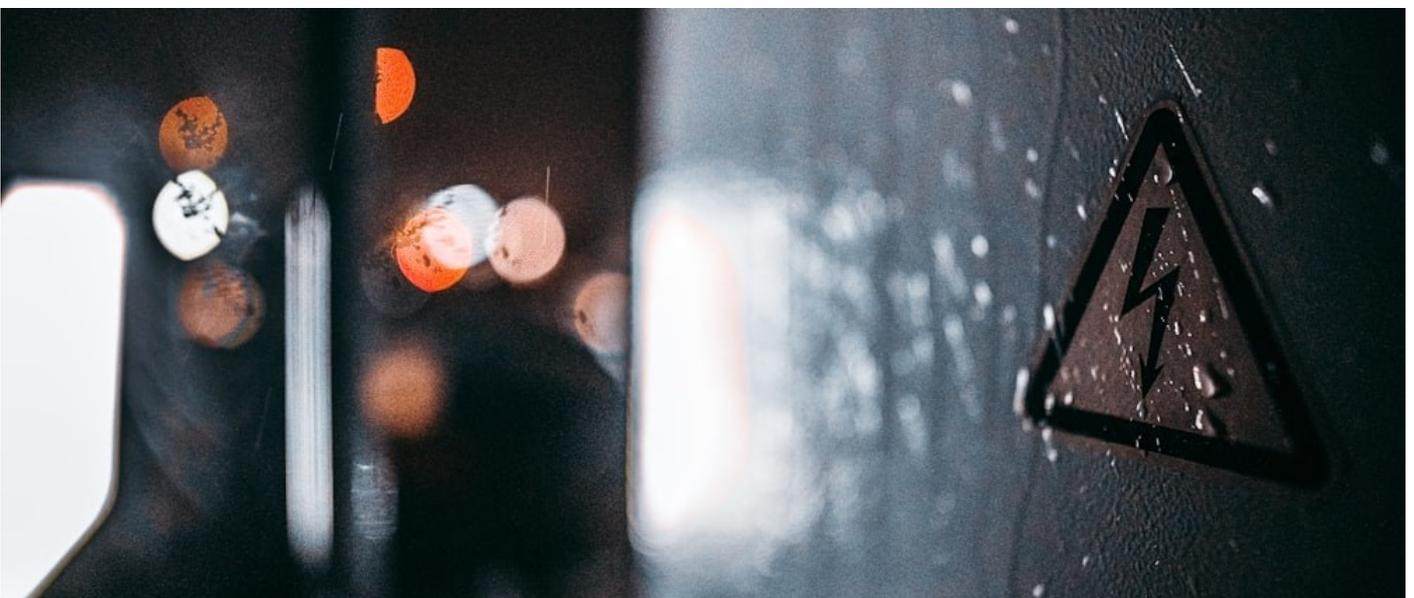
PROCEDURE FOR CONSIDERING WARNINGS AND DISMISSAL

Introduction

If we are considering issuing a formal warning or terminating the employment of an employee for any reason, this procedure will apply, except that we reserve the right not to apply the steps set out in this procedure during the first two years of your employment.

There are a number of reasons why an employer may consider dismissing an employee including:-

- Misconduct
- Capability (performance. or attendance)
- Redundancy
- Some other substantial reason



OTHER POLICIES AND PROCEDURES

In the case of misconduct or capability issues arising, unless the conduct or capability issue is very serious, it would be normal for formal warnings to be issued before dismissal is considered.

This procedure should be read in conjunction with any other policy relevant to the particular case – for instance the Sickness Absence, Performance Management, Disciplinary or Shortage of Work / Redundancy policies.

We reserve the right to engage the services of a third party to provide assistance with or to chair any meeting convened in accordance with this policy.

Investigation/consultation

If we are considering issuing a formal warning or terminating the employment of an employee for any reason, an investigation will normally be carried out into the circumstances. The purpose of an investigation is to establish the facts. If we are satisfied that the facts are well established and not in dispute, an investigation may not be necessary in all cases.

If it is proposed that the employee should be dismissed by reason of redundancy, the employee will be consulted in accordance with the Shortage of Work/Redundancy Policy fully before a decision is made.

Procedure

Step 1 - Invitation to meeting

You will receive a written invitation to a meeting. The letter arranging the meeting will set out the nature of the issues to be discussed at the meeting and advise you of the possible consequences. Any documentation relevant to the issues to be discussed at the meeting will be enclosed with the letter arranging the meeting.

Step 2 – Meeting

You will be given reasonable notice of the meeting. No decision will be made as to whether any action is to be taken or the nature of any action to be taken before the meeting takes place.

The meeting will usually be heard and chaired by a manager or other senior person within the organisation (the 'Chair'). Where possible, another representative of the organisation will be present at the meeting to take notes.

At the meeting, the Chair will explain the purpose of the meeting, the issue or issues to be discussed and go through the relevant documents. The Chair will endeavour to ensure that you fully understand the issues. You will have an opportunity to ask questions, comment on the issues and on the documents, and present evidence. If there is anything that you do not understand or if you feel you have not had the opportunity to fully state your case, ask questions or make representations, you should say so. The Chair will have discretion to adjourn any meeting as appropriate at your request or otherwise as he or she deems necessary.

The proceedings, any statements and all documents and records relating to meetings will be kept confidential.

Decision

Following the meeting, the Chair will normally adjourn before making a decision. Following the adjournment, the Chair may issue an oral decision. If the Chair is unable to reach an immediate decision following the meeting, he or she is entitled to deliberate on the meeting prior to issuing a decision in writing.



OTHER POLICIES AND PROCEDURES

In any event, written notification of the outcome of the meeting will usually be sent to you within five working days of the meeting, or as soon as reasonably practicable, together with an explanation of any action to be taken and notification of your right to appeal.

Step 3 - Appeal

If you wish to appeal against a decision, you must inform the Chair, or the person identified in the written notification of outcome, in writing within one week of receiving notification of the decision. Your written notification should specify the ground(s) for the appeal. If you wish to produce additional evidence to support your case, then this must be provided in advance of the appeal hearing.

A date will be set for the appeal hearing as soon as is reasonably practicable after your appeal has been received. The appeal will be heard as soon as is reasonably practicable.

Wherever possible, the appeal will be heard by a senior person or panel who has not been involved in the process prior to the appeal (the 'Appeal Chair').

You will be informed of the arrangements for the appeal hearing, confirmation of the Appeal Chair, details of any other representative of the organisation who will be present (where possible, a note taker will be present) and of the right to be accompanied at the appeal hearing.

At the appeal hearing, you will be asked to present your appeal to the Appeal Chair. The Appeal Chair will have discretion to adjourn any meeting as appropriate at your request or otherwise as he or she deems necessary.

Following the meeting, the Appeal Chair will carry out any further investigation necessary and consider all evidence before reaching a decision. The Appeal Chair will confirm to you in writing the outcome of the appeal hearing, usually within one week of the appeal hearing, or as soon as is reasonably practicable.

The Appeal Chair's decision will be final. There is no further right of appeal.

Right to be accompanied at meetings

You are entitled to be accompanied at any meeting (including any appeal hearing) by a fellow work colleague of your choice, or a trade union representative who meets the statutory requirements, where the outcome of the meeting may be that a formal warning may be issued or you may be dismissed.

Please note that it is your responsibility to secure the attendance of your chosen companion. You may not be accompanied by any other person, such as a relative, without the prior agreement of the Chair (or Appeal Chair). You will not be permitted to be accompanied by a legal representative unless your fellow work colleague or trade union representative is also a legal representative.

The person accompanying you is entitled to address the meeting to put and sum up your case, respond on your behalf to any views expressed at the hearing and confer with you during the hearing. They do not have the right to answer questions on your behalf, address the hearing if you do not wish it or prevent us from explaining the case. Any work colleague whom you have requested to accompany you will be given a reasonable amount of paid time off to prepare for and attend the meeting.



OTHER POLICIES AND PROCEDURES

If your companion is unavailable on the proposed date, please refer to the paragraph “Attendance at meetings” for information.

If you or your chosen companion has any difficulty at any stage of the procedure because of a disability or medical condition, you should make this known to the Chair (or Appeal Chair) so that we can assist you.

Attendance at meetings

You should make every effort to attend any meeting arranged in accordance with this Procedure. If either you or the person accompanying you cannot attend on the proposed date for the meeting, you may suggest a reasonable alternative date, which must be within five working days of the date first proposed. This five-day time limit may be extended by mutual agreement between you and the Chair (or Appeal Chair). If you fail to attend any re-arranged meeting without good cause, the Chair (or Appeal Chair) will be entitled to make a decision on the evidence available at the re-arranged meeting, in your absence.

Sickness absence and formal processes

There may be occasions when you become ill during a formal process.

Being certified as unfit to work does not necessarily mean that you are unfit to attend meetings. Therefore, we may require you to obtain further medical evidence as to your fitness to attend meetings. We may also obtain medical evidence on your ability to take part in a meeting, and what, if any, reasonable adjustments we could make to facilitate your attendance and/or make progress in the formal process.

It is important to deal with matters promptly. A delay in dealing with the matter may be detrimental to yourself and other employees. For example, there may be circumstances where a work issue is causing stress and the stress will not be resolved until the employment issue is resolved.

We reserve the right, in certain circumstances to determine a matter in your absence.

Recording of meetings

Meetings conducted with you during your employment (e.g. an informal discussion, disciplinary, grievance, appraisal meeting) must not be recorded without prior permission. Where there is a degree of formality regarding the meeting, a note will be taken, and you will be entitled to review and comment upon the notes. Alternatively, [meetings](#) may be recorded with the consent of all parties.

If you [make an audio or video recording of](#) a conversation or meeting without prior permission this may result in disciplinary action being taken against you.



OTHER POLICIES AND PROCEDURES

GRIEVANCE PROCEDURE

It is important that if you feel dissatisfied with any matter relating to your employment you should have an effective means by which your grievance may be heard. As an organisation with a Christian ethos and purpose at its heart, we seek to implement policies regarding dispute resolution that are consistent with the law and best practice guidelines and also follow guidance in Scripture regarding how disputes should be settled. It is with this in mind that we will endeavour, wherever possible, to encourage employees to resolve issues informally on a one-to-one basis. If this leads to the desired resolution, then there is no need for the matter to be taken any further.

If an informal discussion has not brought a resolution or you feel the matter is too serious to be dealt with by way of informal discussion, the procedure below will apply.

We reserve the right to engage the services of a third party to provide assistance with or to chair any meeting convened in accordance with this policy.

Step 1 – set out your complaint in writing

You should write to your line manager, setting out the basis for your complaint in as much detail as possible. If your complaint relates to your line manager you may, if you prefer, set out your complaint in writing to another manager at the same or higher level of seniority as your line manager.

Step 2 – meeting and outcome

Upon receipt of your written grievance, you will be invited to a meeting to discuss your grievance. You have the right to be accompanied at the meeting by a work colleague or accredited trade union representative where you make a reasonable request to be so accompanied. Following the meeting to discuss your grievance, further investigations will be carried out if necessary and you will be advised in writing of the outcome as soon as reasonably possible

Step 3 – appeal

If you disagree with the outcome to your grievance you have the right to appeal against it. Your appeal should be submitted within one week of the date of receipt by you of the grievance outcome.

You should set out the basis for your appeal in writing in as much detail as possible. You will be invited to an appeal hearing to discuss your appeal and again will have the right to be accompanied at the hearing by a work colleague or accredited trade union representative where you make a reasonable request to be so accompanied.

Following the appeal hearing, you will receive written notification of the outcome of the appeal and the grievance procedure will be at an end.

If you bring a grievance in good faith, you will be protected against any reprisals arising out of bringing the grievance, even if your grievance is not upheld.

If the conclusion is that the grievance has not been brought in good faith and/or has been brought with malicious intent, disciplinary action may be taken against you.



OTHER POLICIES AND PROCEDURES

Overlapping grievance and disciplinary/capability/redundancy issues

If you raise a grievance after we have commenced an investigation into your conduct or capability or have commenced a redundancy consultation exercise with you, we may take any of the following steps as seem to us to be most appropriate in the circumstances:-

1. The investigation/disciplinary/capability/redundancy process may be temporarily suspended in order to deal with the grievance.
2. We may deal with both matters concurrently.
3. If it appears to us that the content of the purported grievance actually amounts to representations by you in relation to the investigation/disciplinary/capability/redundancy procedure, we may determine that no separate grievance procedure is required and the content of your purported grievance will be dealt with as representations in the other ongoing procedure.

Recording of meetings

Meetings conducted with you during your employment (e.g. an informal discussion, disciplinary, grievance, appraisal meeting) must not be recorded without prior permission. Where there is a degree of formality regarding the meeting, a note will be taken and you will be entitled to review and comment upon the notes. Alternatively, a meeting may be recorded with consent of all parties.

If you make an audio or video recording of a conversation or meeting without prior permission this may result in disciplinary action being taken against you.

EQUAL OPPORTUNITIES POLICY

We believe that every individual is uniquely created by God and made in his image and likeness. As a result, we believe that everyone should be treated with dignity and respect and in accordance with the law and best practice regarding equal opportunities in employment. This policy should be read in conjunction with our Anti-bullying and Anti-harassment policy and our Grievance Procedure.

We will promote a good and harmonious working environment in which our employees will be treated with dignity and respect, and we will not discriminate unlawfully against or harass any person on the grounds of:

- Sex, including gender reassignment
- Being married or in a civil partnership
- Pregnancy/maternity leave
- Religion or philosophical belief
- Race (including colour, nationality, ethnic, or national origins)
- Disability
- Sexual orientation
- Age

As an organisation with a Christian ethos and purpose, we reserve the right, where appropriate, to specify that certain posts within the organisation must be undertaken by a person practising the Christian faith and those individuals must subscribe to our statement of faith and code of conduct.



OTHER POLICIES AND PROCEDURES



Each job within the organisation will be assessed from time-to-time to identify whether it is a genuine occupational requirement that the duties of the post must be undertaken by a Christian. Where a post is identified as having such a requirement, this will be specified in recruitment literature, job description, and contractual documentation.

We will endeavour to ensure that our workplace and our employment policies and practices do not unreasonably exclude or disadvantage those of our job applicants and employees who have disabilities. To this end we will comply with the duty to make reasonable adjustments that is imposed on us in relation to such persons. We note that a failure to comply with that duty would be an act of unlawful discrimination. Please raise any issues or concerns with your line manager in the first instance.

We will endeavour to ensure that employees who are experiencing symptoms of the menopause are supported, recognising that a failure to do so may amount to discrimination on the grounds of one or more the protected characteristics of age, disability, gender reassignment and sex. We aim to create an environment where employees feel confident enough to raise issues about their symptoms and, where appropriate, to request workplace adjustments. A risk assessment will be carried out where appropriate. Please raise any issues with your line manager or if you feel uncomfortable doing so talk instead to a trustee.

Employees' Rights

Our employees have a right to work in a good and harmonious environment that is free from discrimination and harassment and to complain about such behaviour should it occur. Employees who believe they have suffered any form of discrimination, harassment, or victimisation are encouraged to raise the matter through the grievance procedure.



OTHER POLICIES AND PROCEDURES

All complaints of discrimination will be dealt with seriously, promptly, and confidentially and, if substantiated, will render the alleged harasser liable to disciplinary action up to and including dismissal. Employees who make complaints of discrimination and harassment, and others who give evidence or information in connection with such complaints, will not be victimised (i.e. they will not be discriminated or harassed in retaliation for their actions). Victimisation is also discrimination contrary to the equality laws and this policy.

Employees' Responsibilities

All our employees must comply with this policy. You must treat others with dignity and respect. You must not commit any acts of unlawful discrimination or harassment against any other person, such as your co-workers, our job applicants or anyone else you may come into contact with during the course of your work. Such behaviour will not be permitted or condoned. We will treat it as misconduct which may warrant dismissal from employment.

All our employees should discourage discrimination and harassment by making it clear that they find such behaviour unacceptable and by supporting co-workers who suffer such treatment. Any employee who is aware of any incident of discrimination and harassment should alert management to enable us to deal with it.

Employer's Responsibilities

We are committed to continually make good faith efforts to implement this policy. This responsibility will be carried out by the Trustees of Ribble Valley Gateway Trust.

We will:

- fulfil our legal obligations and comply with our own Equal Opportunities Policy.
- communicate the policy directly to all employees, applicants, and relevant others.
- provide training and guidance as appropriate.
- ensure that all complaints of discrimination and harassment are dealt with promptly, seriously, and confidentially and in accordance with our internal grievance procedure.
- set a good example by treating employees with fairness, dignity, and respect.
- be alert to unacceptable behaviour and take appropriate action, including disciplinary action where needed, to stop it.
- monitor all incidents of discrimination and harassment and review the effectiveness of this policy periodically and where issues arise.
- obtain commitments from other persons or organisations such as sub-contractors that they too will comply with the policy in their dealings with our organisation.

If you have any questions or comments about how this policy may apply to you, or your rights under the policy, please speak to your line manager or the Chair of Trustees.



OTHER POLICIES AND PROCEDURES

ANTI-BULLYING & ANTI-HARASSMENT POLICY

We believe that every individual is uniquely created by God and made in his image and likeness. As a result, we believe that everyone should be treated with dignity and respect at work. Bullying and harassment of any kind will not be tolerated in our organisation. This policy aims to identify what is meant by “bullying” and “harassment” and sets out our position in relation to combating them.

This policy applies to bullying and harassment in the workplace, and also outside the workplace in a work-related context, such as on work trips or events, or work-related social events or online/social media.

We will take all reasonable steps to ensure that our employees have received training and understand their responsibilities regarding this procedure. You should note that employees can be held personally liable for harassment at work and employers have a defence to claims in the event that they can demonstrate that all reasonable steps were taken by the employer to ensure that harassment did not occur. We are committed to taking all such reasonable steps.

Definitions

“Bullying” is defined as offensive, abusive, intimidating, malicious, or insulting behaviour which makes the recipient feel upset, threatened, humiliated, or vulnerable. Excluding and/or ignoring someone can also constitute bullying.

“Harassment” is defined as unwanted conduct towards another person on the grounds of that person’s sex (including gender reassignment), age, race, religious or philosophical belief, disability, or sexual orientation which has the purpose or effect of violating dignity and/or creating an intimidating, hostile, degrading, and humiliating environment for that person.

Excluding and/or ignoring someone can also constitute harassment if the reason for the exclusion is related to one of the protected characteristics described above.

Harassment may also be based on a perception of another person, for example that the person is gay, or is disabled, whether or not this perception is correct and even if the alleged harasser knows that their perception is, in fact, wrong.

Harassment can also occur because someone is associated with another person, for example, someone who is harassed because they care for a disabled person, or a white worker who sees a black colleague being subjected to racially abusive language which also causes an offensive environment for her.

The conduct will be regarded as bullying or harassment only if, having regard to all the circumstances, and in particular the alleged victim’s perception, it should be considered reasonably as bullying or harassment.

The following is an illustrative, non-exhaustive list of behaviours that may constitute bullying and harassment.

- a. physical contact ranging from touching to serious assault;
- b. verbal and written harassment through jokes, racist remarks, offensive language, gossip and slander, sectarian songs, threats and letters;
- c. visual displays of posters, graffiti, obscene gestures, flags, bunting or emblems or any type of offensive material;
- d. isolation or non co-operation at work or exclusion from social activities;
- e. coercion, including pressure for sexual favours, pressure to participate in political or religious groups; and
- f. intrusion by pestering, spying, following, etc.



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You should note that it is the impact of the behaviour which is relevant and not the motive or intent behind it. It is not a defence to say that you did not intend to cause offence.

“Victimisation” occurs where someone is treated less favourably because they have made a complaint or assisted someone else in making a complaint of discrimination or harassment.

Victimisation is discrimination contrary to the anti-discrimination legislation. Any complaint of victimisation will be dealt with seriously, promptly, and confidentially. Victimisation will result in disciplinary action and may warrant dismissal.

Marks of religious or cultural identity

There are many ways in which people convey religious or cultural identity to others. In this category would fall emblems or marks of religious observance that may be associated primarily with one religion or culture but are unlikely to be regarded as creating an intimidating or hostile working environment. It should of course be expected that as an organisation with a Christian ethos we will display emblems and marks of identity related to the Christian faith.

When these marks of identity are displayed with decorum (and, if appropriate, during the designated time) and with a sense of due proportion, we are of the view that they are unlikely to create or sustain a hostile environment. It would be unacceptable however if an individual was made to feel uncomfortable for wearing or not wearing any particular emblem or mark or if these emblems or marks were being flaunted before or forced on someone not wearing them.

There may be occasions where the display of a particular item may be inappropriate for reasons relating to a genuine occupational requirement (e.g. health and safety) and these other factors must also be taken into account.

Your responsibilities

Everyone working for us has a responsibility to help ensure a working environment in which the dignity of all employees, clients, and others we work with is respected. Everyone must comply with this policy and you should ensure that your behaviour to colleagues, clients, and others does not cause offence and could not in any way be considered to be harassment. Joking or ‘banter’ among colleagues relating to any of the protected characteristics listed above is strictly prohibited.

You should discourage bullying and harassment by making it clear that you find such behaviour unacceptable and by supporting colleagues who suffer such treatment and are considering making a complaint. Any employee who is aware of an incident of harassment should alert a member of management.

The employer’s responsibilities

We have a duty to implement this policy and make every effort to ensure that bullying and harassment do not occur. We will ensure that employees are made aware of and understand the terms of this policy and will support any employee who makes a complaint. Where updates to this policy or further training on this policy are required, we will clearly communicate these and provide appropriate training to employees.

Managers’ responsibilities

Managers (and supervisors, if relevant) have a duty to implement this policy and to make every effort to ensure that harassment does not occur, particularly in work areas for which they are responsible.



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Managers (and supervisors, if relevant) have responsibility for dealing appropriately with any allegations of harassment which they are aware of, or ought to be aware of. If harassment does occur, they must deal effectively with the situation. Managers (and supervisors, if relevant) should:

- Explain the organisation's policy to staff and take steps to promote awareness of the procedures for dealing with complaints.
- Ensure that each member of staff is aware of the contents of this policy.
- Be responsive and supportive to any member of staff who makes an allegation of harassment, provide clear advice on the procedure to be adopted, maintain confidentiality, and seek to ensure that there is no further problem of harassment or victimisation while a complaint is being dealt with or after it has been resolved.
- Set a good example by treating all staff, clients, and others you come into contact with during the exercise of your duties with dignity and respect.

Complaining about bullying, harassment, or victimisation

Employees who feel that they have been bullied, harassed, or victimised should raise the matter in accordance with the grievance procedure.

All complaints will be dealt with seriously, promptly, and confidentially. Every effort will be made to ensure that employees making complaints and others, who give evidence or information in connection with the complaint, will not be victimised.

Informal procedure

The grievance procedure provides for complaints to be dealt with informally. While bullying, harassment and victimisation are very serious issues that would normally be dealt with by way of a formal complaint, it may be appropriate in some circumstances to raise the matter informally. It may be appropriate for employees to raise complaints informally where the employee simply wants the behaviour to stop or where the behaviour has only happened once and is not particularly serious in nature.

In this case, the employee can either speak with the alleged bully/harasser and request that the behaviour stop or seek the assistance of a colleague or manager in speaking with the alleged bully/harasser. A note should be taken of what is discussed and this will be used as evidence in the event of a formal complaint having to be made.

Formal procedure

If a formal complaint is made under the grievance procedure, it should specify:-

- a. that it is a complaint of bullying, harassment, or victimisation
- b. the name of the alleged bully/harasser;
- c. the nature of the alleged bullying, harassment, or victimisation (in as much detail as possible)
- d. dates and times when the alleged bullying, harassment, or victimisation occurred;
- e. the names of any witnesses; and
- f. any action already taken to stop the alleged bullying, harassment, or victimisation.

On receipt of a formal complaint, action will be taken if appropriate to separate the alleged victim from the alleged bully/harasser to enable an uninterrupted investigation to take place. This may involve a temporary suspension with pay until the matter has been resolved.



OTHER POLICIES AND PROCEDURES

The complainant will be interviewed by the person or panel handling the complaint (“the investigating officer (s)”) to establish full details of what happened. You may bring a fellow worker with you to this meeting if you choose. The investigating officer(s) will then carry out a thorough, independent, impartial, and objective investigation as quickly as possible. Where possible, the investigating officer(s) will not be connected with the allegation in any way. An investigation will be carried out quickly, sensitively, and with due respect for the rights of both the complainant and the alleged harasser.

If your complaint is about someone other than a fellow worker, visitor, or someone else you come into contact within the exercise of your duties, we will consider what action may be appropriate to protect you (and anyone else involved) pending the outcome of the investigation, bearing in mind the needs of our organisation and the rights of that person. We will try to discuss the matter with the third party where appropriate.

The investigation will involve interviews with the person against whom you are making the complaint and any other relevant witnesses. The alleged harasser will be given full details of the nature of the complaint and will be given the opportunity to respond. The investigation may also need to examine relevant documents, including emails and other evidence.

Strict confidentiality will be maintained throughout the investigation into the allegation. Where it is necessary to interview witnesses, the importance of confidentiality will be emphasized to them.

Upon the conclusion of the investigation, a report outlining the conclusions of the investigator will be sent to the complainant and the alleged harasser. If the complainant is dissatisfied with the outcome of the report, they can appeal the findings using the grievance procedure.

Outcome of investigations

If the report concludes that the allegation is well-founded, the harasser will be liable to disciplinary action in accordance with the disciplinary procedure.

Where a complaint is not upheld, consideration will be given to how the ongoing working relationship between you and the alleged harasser or bully should be managed. This may involve, for example, arranging some form of mediation or counselling, training or a change in the duties or reporting lines of either party.

If you bring a complaint of harassment, you will not be victimised for having brought the complaint and you will be protected against any reprisals arising out of bringing a complaint in good faith, even if your complaint cannot be upheld. However, if the report concludes that the complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against the complainant which may include dismissal.



OTHER POLICIES AND PROCEDURES

TRAINING POLICY

We are committed to lifelong learning and encourage all employees to improve their skills and qualifications and develop their prospects for onward career progression, with responsibility shared between the employer and employees themselves.

We base decisions about training and development opportunities on the requirements and objectives of the organisation.

Decisions relating to training and development will be made fairly and consistently, and equality of opportunity will be provided for all staff in this area.

This policy sets out the training entitlement provided by us, any compulsory training, and details of any compulsory training that we do not pay for, as required by employment legislation.

Unless otherwise stated, this policy applies only to employees. It does not apply to agency workers, consultants, volunteers, or casual workers. This policy does not form part of any contract of employment and we may amend it at any time.

Induction

On commencement of employment, you will receive an induction, which will include, where appropriate:

- training in any systems you may be required to use in the course of your employment;
- health and safety training relevant to your role;
- site visits;
- introductory meetings with colleagues and members of the management team.

Training opportunities during employment

During your employment you will have the opportunity to discuss and agree further opportunities for training in appropriate skills. Your performance will be evaluated annually but if, in the interim, there are any matters which cause you concern about your role, you should discuss them with your manager as soon as possible.

We may also support you with paid time off, provision of facilities, and payment of tuition fees should you enrol on an external course approved in advance by us with a view to gaining a recognised professional qualification which may benefit both you and us.

Compulsory training

All employees will receive on-the-job induction training. Where, during the course of your employment any other training is identified as compulsory, you will be advised of the requirements for attending and engaging with the training and working towards any certificate or qualification that may be awarded for completion of the training.

Training for younger employees

The legal framework of study or training rights and obligations relating to young employees differs from that relating to older individuals. If you are a young school leaver, you may have a right to a reasonable amount of paid time off work to enable you to pursue further studies or training.



OTHER POLICIES AND PROCEDURES

You may also be required to continue to participate in education or training while you are working for us, if you are under 18 and have not attained a certain level of qualification. These matters will usually be addressed during our recruitment processes, but if they were not in your case, and you think you may be eligible, please speak to your manager.

Trade union officials and learning representatives

Employees who are officials (such as shop stewards and works convenors) of a recognised independent trade union have the right to be permitted a reasonable amount of time off on full pay to undergo relevant industrial relations training, provided the training in question has been formally approved by the Trades Union Congress or the union or unions to which they belong.

Trade union learning representatives who qualify for the right to time off to undertake their duties as such also have the right to take paid time off during working hours to undergo training relevant to the role of learning representative.

If you are a trade union official and/or a learning representative, management will discuss and agree this training and time off with you, as required from time-to-time.

How to request and book training

Employees can request training and development at any time and should address requests to their manager.

Training costs

If we agree to fund some, or all, of the costs of your study or training, we may require you to enter into an agreement with us under which you would be liable to repay to us all or a proportion of the funding we provide if your employment with us terminates for any reason other than redundancy within a specified period. If that is the case, we would not provide the funding until you signed the agreement. Repayment would typically be by way of deduction(s) from your salary and/or any other sums we may owe to you or, if a deduction from your salary before you leave our employment is insufficient, a timeframe for repayment by you will be stipulated in the agreement.

Roles and responsibilities under this policy

We view training and development as the responsibility of all within the organisation, and so employees are expected to take responsibility for identifying their training and development needs, in co-operation with their managers.

If you are booked to attend training, you are expected to attend it, to complete any additional tasks involved, and to report back to your manager on the quality and relevance of the training once it is completed. Failure to attend booked training without good reason may be treated as misconduct and addressed under the Disciplinary and Dismissal policy, particularly if the training is part of a formal performance improvement plan. You may also be required to bear the cost of any training paid for by us which you do not attend or fail to complete.

Managers have a responsibility to ensure that the skills and knowledge of more experienced staff members are shared with more junior employees to ensure that learning occurs in a planned way. Managers should also ensure that employees implement the skills that they have gained through training.



OTHER POLICIES AND PROCEDURES

HOMWORKING POLICY

Introduction

'Homeworking' for the purposes of this policy means working from your home, or another suitable location agreed in the UK agreed with your manager. Homeworking from outside the UK is not envisaged by this policy, as significant additional legal and practical issues arise, affecting both you and us.

The decision as to whether to allow partial or full-time homeworking in relation to any given role rests with management.

Suitability for homeworking

Where a request for homeworking amounts to a statutory flexible working request, we will follow the Flexible Working Policy and, in doing so, will have regard to the matters outlined in this Homeworking Policy.

In determining whether any given role, either existing or new, is suitable for homeworking, as well as the matters set out in the Flexible Working Policy (where that policy applies to the request), the manager may take into account any or all of the following:

- whether it is a stand-alone role and, if so, whether it can be carried out effectively from a home location;
- whether it is a supervisory role, and whether it entails a high frequency of delegation and supervision;
- how much attendance in the office is reasonably required (e.g. the jobholder may be required to work from the office in certain circumstances, such as deputising for absent colleagues and during certain parts of the year);
- whether close supervision is required;
- whether the ratio of homeworkers to office workers in the relevant work group or department is workable;
- whether the role can be carried out at home from a physical point of view, e.g. whether sufficient workspace and a suitable work environment can be provided at home. In the event of a change of home address, the new home address must also meet these requirements;
- the revenue responsibility of the role, and the potential for adverse impact in this regard;
- whether colleagues' workflow will need to change to accommodate the role being carried out from home;
- whether the main functions of the role can be carried out from home from a logistical point of view;
- whether there are any costs implications, including whether homeworking is in this instance affordable, and whether the costs outweigh the benefits for the organisation;
- whether the prospective homeworker can take reasonable steps to ensure security of our equipment in their home;
- whether the prospective homeworker can guarantee confidentiality of information at home; and
- whether the prospective homeworker's household/home insurance policy or any other relevant provision prohibits working from home.

A line manager may, at their discretion, make an agreement to homeworking arrangements conditional upon successful completion of a specified trial period.

Application of this policy

This policy applies both to:

- employees with a contract of employment under which it is envisaged that they will work from home for all or part their working hours, referred to below as 'contracted homeworkers'; and
- employees who are ordinarily office-based, but who work from home on an ad hoc basis, referred to below as 'ad hoc homeworkers'.



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Some parts of the policy only apply to one of the two categories, as explicitly indicated in the text.

Hours of work

For new contracted homeworkers, hours of work will be set out in the contract of employment. Where it is agreed that an existing employee is to become a contracted homeworker, that employee must agree their working hours with their line manager before commencing homeworking. Once the working hours arrangement is agreed, that arrangement:

- will become part of the contract of employment; and
- must as soon as practicable, and before commencement of homeworking, be communicated to relevant team members and other relevant colleagues; and
- cannot subsequently be varied except by agreement with the line manager.

Place of work

A contracted homeworker's place of work will be specified in their contract of employment. Where the home address changes, it is the responsibility of the contracted homeworker to notify us. A minimum of four weeks' notice of change of address must be provided. An ad hoc homeworker's place of work will be our office, unless another place of work has been specifically agreed.

Office attendance by contracted homeworkers

In most circumstances a contracted homeworker will be required to attend, or work from, the office from time-to-time during times when they are normally permitted to work from home for the purposes of attending meetings, briefings, or training. In addition, a contracted homeworker may be required, on reasonable notice by the employer, to work from the office during key points of the year, to deputise for absent colleagues, or in other relevant circumstances. The extent of this requirement will be particularised as far as practicable at the time homeworking arrangements are confirmed, but attendance at the office may be required at any time at the employer's discretion provided reasonable notice is given.

When ad hoc homeworkers may work at home

On each and every occasion that an ad hoc homeworker wishes to work from home, they must secure permission to do so in advance from their line manager. The line manager has absolute discretion to grant or decline such requests.

Travel costs of contracted homeworkers

All work-related trips, excluding to and from our office, undertaken to and from the home address of a contracted homeworker will be refunded in line with our normal expenses policy.

Equipment and workstation - Contracted homeworkers

We will provide:

- all necessary computer equipment. This will be installed at the homeworker's home address where necessary, or alternatively sent to the home address with full instructions on how to assemble and install. We will be responsible for the maintenance, repair, and removal of such equipment where necessary. Where the contracted homeworker works part of the week at home and part of the week in the office, it may be that no additional computer equipment is needed for homeworking as they can transport a laptop between home and the office;



OTHER POLICIES AND PROCEDURES

- stationery;
- a suitable desk, chair, and other required furniture; and
- a document shredder, where we consider one is required.

As regards all of the items listed above:

- they remain our property;
- they must not be removed from the employee's home address without written permission from the homeworker's line manager;
- they must not be used other than for work purposes;
- it is the responsibility of the employee to take reasonable care of them; the employee will be responsible for any damage to them which goes beyond normal wear and tear; and
- the employee must report any damage to them, or malfunctioning of them, to the homeworker's line manager as soon as possible.

Provided reasonable notice is given, contracted homeworkers must allow other employees and contractors acting on our behalf, to have access to their home at any reasonable time, in order that those employees or contractors may:

- install, inspect, replace, service, repair, or maintain the items listed above; or
- carry out a risk assessment, or
- collect items belonging to us (including any of the items listed above) on termination of employment, if they have not already been returned within the period requested.

The contracted homeworker will be required to provide a secure room in which they will work, preferably dedicated to work purposes.

Equipment and workstation - Ad hoc homeworkers

We will not provide any ad hoc homeworker with computer equipment (additional to that used on our premises), furniture, dedicated telephone line for use at home or Internet connection, unless they are unable to work on our premises for an extended period due to circumstances occasioned by us. Ad hoc homeworkers will be reimbursed for all telecommunication and postage costs provided relevant itemised telephone bills and receipts for postal expenses are submitted. The employee must identify work-related calls on itemised bills before submitting them through expenses

Insurance

All property provided to homeworkers for use in their home will be covered under our insurance policy.

Any homeworker provided with our property at home must not do, cause, or permit any act or omission which will avoid coverage under our insurance policy. If in any doubt as to whether particular acts or omissions will have this effect, the homeworker should consult their line manager immediately.

Homeworkers who hold a household/home insurance policy should notify their insurer of their homeworking arrangements and are responsible for ensuring that those arrangements do not breach any policy condition, restrictive covenant affecting their home address, local authority planning restriction, or mortgage condition.



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General liability

As owner/occupier of their home, the homeworker remains responsible for ensuring:

- the safety of any visitors to the premises, as well as any other family members, particularly children; and
- that the general fabric of the home and its fixtures and fittings, including in any area in which the homeworker works, are maintained in a safe and functional state for performance of work there, e.g. electrical sockets and other parts of a homeworker's domestic electric system are their own responsibility.

Confidentiality, data protection, and use of our systems

All homeworkers must comply with their duties and obligations with regard to confidentiality, data protection and use of our systems and network under our relevant policies – Data Protection Policy for Employees, policy on the Use of Computer Systems, Email, and Internet, Landline & Mobile Phone Policy, and Confidentiality Policy.

In accordance with our policies and procedures from time-to-time in force, the homeworker is responsible for maintaining the security and confidentiality of any work-related resources, equipment or information to which the homeworker has access. In particular:

- the homeworker must take reasonable steps to restrict the access of family and friends to work equipment, materials, documents, and other data in order to avoid damage or loss and maintain confidentiality.
- the homeworker must ensure that all confidential material that requires disposal is shredded or, in the case of electronic material, securely destroyed, as soon as any need for its retention has passed; and
- the homeworker must take reasonable care of work-related information and our property when travelling to or from home.



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Health and safety

We have certain obligations under health and safety legislation which may require us on occasion to perform a risk assessment of the work activities carried out by a homeworker. Risk assessments in relation to the working environment of a homeworker will usually be carried out as a self-assessment by the homeworker. Where self-assessments are required, appropriate risk assessment training and advice will be provided to the homeworker, and the homeworker is expected to cooperate fully in training for and undertaking the assessment. If an accident occurs, or the homeworker contracts an illness or sustains an injury, this must be notified as soon as possible to their line manager.

Communication and meetings

To minimise the potential isolation of contracted homeworkers, and/or to allow for their proper supervision and management, line managers will, where appropriate, involve homeworkers in regular meetings or consultations. Such meetings or consultations may take place via phone or video call or may be in-person meetings in the office or some other location. Homeworkers are required to attend such meetings. If a homeworker cannot attend a scheduled meeting for good reason, they should notify the person organising the meeting in advance of this fact.

In addition to regular meetings, line managers will ensure that regular contact is made between the contracted homeworker and members of the homeworker's team. Homeworkers are expected to be contactable, within reason, during the agreed hours of work. Contact outside these hours will only be made in cases of urgency.

Training and development

Training of contracted homeworkers will take place as appropriate and required. Contracted homeworkers will be expected to participate in any departmental or general training sessions. Contracted homeworkers will have the same opportunities as office-based workers to apply for advertised vacancies.

Monitoring and review

When working from home, you are expected to devote your all your time and attention to your duties during your hours of work. It is not appropriate to work from home while also undertaking caring responsibilities at home. You will report to your manager daily or in accordance with an agreed schedule. You must also comply with any formal reporting procedures notified to you.

If you are unwell during a day when you are due to be working from home, you must report your sickness absence in the usual way in accordance with the Sickness Absence Policy. This day will be treated as a day's sickness absence and not a homeworking day.

Productivity of employees involved in homeworking will be reviewed on a regular basis. If, in the reasonable opinion of the line manager, an ad hoc homeworker's performance and/or productivity is not at the required level, ad hoc homeworking may be revoked temporarily or permanently. Ad hoc homeworkers should expect to have homeworking temporarily revoked if placed on a performance improvement plan or if the quantity or quality of work produced is not to the required standard.

If in the reasonable opinion of the line manager, a contracted homeworker's performance and/or productivity is not at the required level, performance management or disciplinary procedures may be invoked.

This homeworking policy will be reviewed on a regular basis and may be updated from time-to-time.



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FLEXIBLE WORKING POLICY

Introduction

This policy does not apply where a change to the working pattern is being considered or requested as a reasonable adjustment for a disability. If you are seeking a reasonable adjustment for a disability, it would be helpful if you could confirm that this is the case so we can ensure we follow the correct procedure.

We will give serious consideration to requests from eligible employees to vary their working pattern (including considering homeworking) and will endeavour to grant requests where possible. We do however reserve the right not to agree to the request where the job under consideration can only be carried out effectively on its present basis or if there is another substantial reason for refusing the request.

You can request a variation in the terms of your employment that relate to:

- the hours you work;
- the times when you are required to work; or
- where you work, including whether you work at home for all or part of your working time

Any agreed change to your terms and conditions will usually be permanent, unless otherwise agreed.

If we receive flexible working applications from a number of different employees, we will consider them on their individual merits and in the order that we receive them.



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Eligibility

To be eligible to request a change in your working pattern or to include homeworking in your working pattern there is no minimum qualifying service requirement. We will consider a maximum of two flexible working requests from you in any 12-month rolling period. You should wait until your first application is complete before making a further application as we will not be able to consider a second application where your first application is still proceeding.

Procedure

If you decide to make a flexible working request, you must follow this procedure. Before making an application you should think about:

- what working pattern will help you best achieve your aims
- the financial implications a change might have on you

Submit request

Your application must be submitted to your manager in writing. It does not have to be in a specific form, but on request we can provide you with a form that, if completed, will ensure you have provided the information required.

Your written application must:

- be dated;
- state that it is an application under the statutory right to apply for flexible working arrangements;
- state whether a previous application has been made by you to us and, if so, when; and
- specify the change applied for and the date on which it is proposed that the change should become effective.

Following receipt of your application, a meeting will be arranged with you to consult with you regarding your application.

Meeting

The time and place of the meeting will be convenient to both you and your manager and will be take place as soon as reasonably practicable. A work colleague or trade union representative may accompany you at the meeting. That person will be permitted to confer with you during the meeting and to address the meeting (but not to answer questions on your behalf). If your chosen companion will not be available at the time proposed for the meeting and you propose an alternative, mutually convenient time, the manager will postpone the meeting to the time proposed by you. Alternatively, you should consider choosing another companion.

At the meeting, the requested variation to your working arrangements will be discussed fully. The impact of the change will be considered. The meeting also provides the opportunity to discuss any alternative variations which would be acceptable. Your manager may suggest implementing an agreed trial period for the new arrangements. Unless it is not reasonably possible, decisions on flexible working requests will be communicated within 14 days of the date of the meeting to discuss the request.

Decision - agreement

If we agree to the application, you will receive written confirmation which will specify the contractual variation agreed to and state the date on which the variation is to take effect. When we have agreed to the changes requested in your application, a permanent variation of your contract will result, unless your manager agrees otherwise in writing. Once a change has been made, you cannot revert to the previous terms and conditions of your employment.



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Decision - refusal

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

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

If we refuse the application, we will explain in writing the reason(s) for the refusal.

Withdrawal of Application

We can treat an application as withdrawn under the statutory provisions where you have:

- notified your manager, orally or in writing, that the application is withdrawn;
- without reasonable cause, failed more than once to attend a meeting or appeal meeting;
- without reasonable cause, refused to provide your manager with information required in order to assess whether the contract variation should be agreed to.

Your manager will confirm the withdrawal of the application to you in writing unless you have already provided written notice of the withdrawal. Please note that a withdrawn application counts toward the maximum of two applications permitted under this policy in a rolling 12-month period.

Appeal

It is our policy to allow an appeal against a decision to refuse an application for flexible working. If you wish to appeal you should do so within 7 days after the date on which you were notified of the decision. The notice of appeal must set out the grounds for appeal. We will hold a meeting with you to discuss the appeal. The time and place of an appeal meeting will be mutually convenient. You have the same right to be accompanied by a work colleague as at the initial meeting. After the appeal meeting you will receive a written decision. If the appeal is upheld the letter will specify the contract variation agreed to and will state the date on which it is to take effect. If the appeal is dismissed, the letter will state the grounds for the decision and contain an explanation as to why those grounds apply.

Further applications for Flexible Working

You may make further applications for variations to your working pattern (whether your first application was successful or not) provided you make no more than two applications in a rolling 12 month period.



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SHORTAGE OF WORK/REDUNDANCY

Should circumstances arise where there is a shortage of work for reasons including (but not limited to) adverse weather, damage to premises, falling revenue, etc, it will be our aim to maintain employment. To attempt to achieve this, we may consider taking any or all of the following steps:-

- a. reducing overtime to a workable minimum;
- b. restricting recruitment; and
- c. introducing a period of short-time working and/or lay-off (without pay other than statutory guarantee pay), as a means of avoiding redundancies

Redundancy

Where there is a reduced requirement for employees to undertake work of a particular kind, employees may be made redundant. If it appears to the employer that redundancies cannot be avoided, consideration may be given to applications for voluntary redundancy, depending upon the needs of the organisation.

If the selection of employees for compulsory redundancy becomes necessary, consideration will be given to the appropriate pool(s) for selection. Employees in the same or similar roles will normally be placed in a selection pool and scored against selection criteria, with the lowest scoring provisionally selected for redundancy. Employees will be scored against selection criteria appropriate to the role by manager(s) familiar with the employee's work. In certain circumstances it may be appropriate for us to determine that there is only one employee in a pool and, if this is the case, scoring will not be necessary.

Consultation

Before a decision is taken to dismiss any employee by reason of redundancy, consultation will take place with the employees at risk of redundancy. Where the outcome of a meeting may be that an employee may be dismissed by reason of redundancy, the steps contained in the "Procedure for Considering Warnings & Dismissal" will be followed.

Suitable alternative work

As well as consulting on whether the employee's existing role should be made redundant, consultation with employees at risk of redundancy will include consideration of opportunities for suitable alternative work. We will take reasonable steps to find suitable alternative work if an employee's role is confirmed as redundant.

If a suitable alternative is identified, there is a statutory right to a four-week trial period. This can be extended by mutual agreement where training in the new role may be required. If, during or at the end of the trial period, the employer or employee believe that the trial period has not been successful, the employee's employment may be terminated by reason of redundancy.

Please note that an employee who unreasonably refuses an offer of suitable alternative employment forfeits their right to a redundancy payment.

Time off to look for work

An employee who has been given notice of termination of employment by reason of redundancy and who has been continuously employed for at least two years has a statutory right to request time off work during their notice period to look for another job or arrange training. We will not unreasonably refuse any such request.



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Redundancy payment

If an employee has accrued more than two years' service by the date of termination of employment by reason of redundancy, they will be paid a redundancy payment. This is calculated based on age, length of service and weekly wage, with the weekly wage being subject to a statutory cap. Details of entitlement to a redundancy payment will be given to employees identified as at risk of redundancy at the appropriate time.

CONFIDENTIALITY POLICY

This policy should be read in conjunction with our Data Protection Policy for Employees.

All information that: -

- is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence;
- relates particularly to the work of our organisation, clients, or that of other persons or bodies with whom we have dealings of any sort and;
- has not been made public by us or with our authority;

shall be confidential and you shall not (save in the course of your work or as required by law) at any time, whether before or after the termination of your employment, disclose such information to any person without prior written consent or as required by law.

You are to exercise reasonable care to keep safe all documentary or other material containing confidential information.

You are to use your best endeavours to prevent the unauthorised publication or disclosure by third parties of any confidential information.

You are not permitted to take work-related documents off our premises in hard copy or electronic format without express permission.

You are not to make (otherwise than for the benefit of our organisation) any notes, memoranda, records, recordings, photographs, drawings or any other form of record (whether electronic or paper) relating to any matter within the scope our work or concerning any of our dealings or affairs.

You shall at the time of termination of your employment with us or at any other time upon demand return to us any such material in your possession and shall take steps to delete any work-related information that may be contained on your personal computer, laptop, email account or memory device as well as any hard copies of documents in your possession.



OTHER POLICIES AND PROCEDURES

USE OF COMPUTER SYSTEMS, EMAIL, AND INTERNET

Introduction

The purpose of this policy is to ensure that we make maximum use of the facilities of the internet and e mail system whilst ensuring compliance with relevant legislation.

In order to control the use of the organisation's computer systems and reduce the risk of our systems being compromised, the following rules will apply:-

- The introduction of new software must first be checked and authorised by the Trustees before general use will be permitted.
- Only authorised staff should have access to our computer equipment.
- Only authorised software may be used on any of our computer equipment.
- Only software that is used for work applications may be used.
- Unauthorised use of the computer facilities will result in disciplinary action.
- Unauthorised copying and/or removal of computer equipment/software or our data will result in disciplinary action up to and including dismissal.
- You are expected to exercise sound judgment and delete emails that appear suspicious.
- Confidential information relating to the organisation or any individual should not be shared via email or online unless the identity of the recipient has been verified.
- Passwords must be sufficiently cryptic so that accounts are not easily hacked. We reserve the right to issue you with passwords for use in your job or to require you to notify us of passwords used.
- No device (such as external hard drive, USB device, or CD) should be inserted into any of our computer equipment unless permission has been given.
- No confidential information relating to the organisation may be copied from our computer equipment onto a personal device without permission.

Internet

Where appropriate, you are encouraged to make use of the internet as part of your day-to-day job requirements. Attention must be paid to ensuring that published information has relevance to normal professional activities before material is released in our name. Where personal views are expressed, a disclaimer stating that this is the case should be clearly added to all correspondence. Our intellectual property rights must not be compromised when publishing on the internet.

The availability and variety of information on the internet means that it can be used to obtain material reasonably considered to be offensive. The use of the internet to access and/or distribute any kind of offensive material, or material that is not work-related may result in disciplinary action which could lead to dismissal.

E-mail

The use of the email system is encouraged as its appropriate use facilitates efficiency. Inappropriate use however causes many problems including distractions, time-wasting and legal claims. These procedures set out our position on the correct use of the email system.



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The email system is available for communication of matters directly concerned with our work. You should note the following:-

- Email messages and copies should only be sent to those for whom they are particularly relevant;
- Email should not be used as a substitute for face-to-face communication or telephone contact. Messages sent without proper consideration can cause upset, concern, or misunderstanding and it is usually more appropriate to speak to someone face-to-face to resolve an issue rather than by email;
- If email is confidential, the user must ensure that the necessary steps are taken to protect confidentiality.
- Offers or contracts transmitted by email are as legally binding on us as those sent on paper.

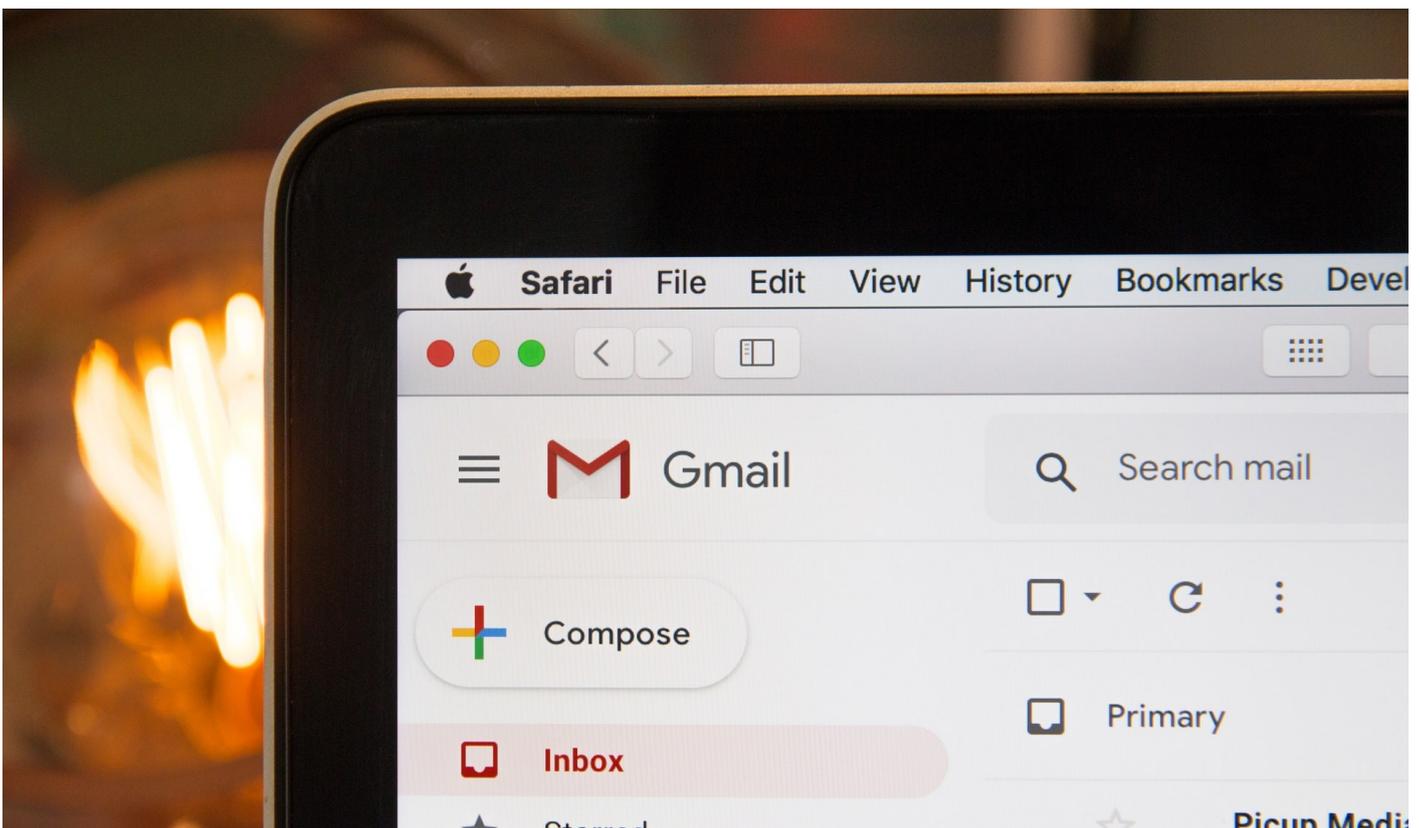
You must be vigilant when using our email system. Computer viruses are often sent by email and can cause significant damage to our information systems or network. Be particularly cautious in relation to unsolicited emails from unknown sources. If you suspect that an email may contain a virus, you should not reply to it, open any attachments to it or click on any links in it and must contact your line manager immediately for advice.

Prohibited activities

We will not tolerate the use of the email system or internet for unofficial or inappropriate purposes, including: -

- i. Any messages that could constitute bullying, harassment, or other detriment;
- ii. Personal use (e.g. social invitations, personal messages, jokes, cartoons, chain letters, or other private matters);
- iii. Online gambling;
- iv. Accessing or transmitting pornography;
- v. Transmitting copyright information and/or any software available to the user; and
- vi. Posting confidential information about other employees, our organisation, or any other persons we have dealings with.

If the email or internet system is used for any of the prohibited activities set out above, this may result in disciplinary action, which may include dismissal.



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Monitoring

You should note that we reserve the right to monitor employees' use of the internet and email accounts. You should therefore have no expectation of privacy in relation to your use of our computers or other devices or the content of emails sent to or from our organisation's email accounts.

We may monitor your work email for the following reasons:

1. if you are absent from work, to check communications for work emails to ensure the smooth running of the organisation;
2. for quality assurance;
3. where we suspect that you may be acting in a way that is:
 - a. detrimental to our organisation;
 - b. in breach of your contract, or this Policy;
 - c. in breach of data protection rights;
4. to monitor staff conduct;
5. to investigate complaints, grievances or criminal offences.

This list is not exhaustive.

Further instructions

We may issue further directions in relation to use of computer equipment, email, and internet from time-to-time. You are required to comply with these further directions when issued.

SOCIAL MEDIA POLICY

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

- maintaining a profile page on sites such as Facebook or LinkedIn
- writing or commenting on a blog, whether it is your own or that of another person
- use of micro-blogging sites such as X (formerly Twitter)
- taking part in discussions on web forums or message boards
- use of online instant messaging applications such as Whatsapp, Yammer, Hangouts and Teams
- use of photo sharing apps such as Snapchat or Instagram
- leaving product or service reviews on business websites or customer review websites
- taking part in online polls.

The widespread availability of social media means it is important to understand how to use it effectively and sensibly, both in the workplace and in your own time.

This policy aims to ensure that our reputation is not adversely affected by the use of social media and instant messaging applications and that our staff are protected from bullying and harassment.



OTHER POLICIES AND PROCEDURES

It should be read in conjunction with our policies on Use of Computer Systems, Email and Internet, Data Protection Policy for Employees, Equal Opportunities and Anti-Bullying and Anti-Harassment.

Proposals to use any social media or instant messaging applications as part of your role within the organisation must be approved by your line manager. Use of social media and instant messaging for personal reasons does not need to be approved by your line manager but this should not be done in work time. Bear in mind that even if you are using social media and instant messaging in a personal capacity, other users who are aware of your association with us might reasonably think that you speak on our behalf. You should bear in mind at all times, any adverse impact your content might have on our reputation or relationships with colleagues or others we work with.

The following terms should be adhered to at all times, including during periods of leave and outside normal working hours:

- You should not use your work email address to sign up for personal use of social media websites.
- You must ensure that any content you post online that relates to our organisation or your role within it (e.g. on a LinkedIn profile) is an accurate representation of our organisation and your role within it. We reserve the right to require you to amend any content posted online by you (whether on your personal profile or not) that we do not reasonably consider to be accurate or to positively represent our organisation online.
- You should ensure that your use of social media and instant messaging complies with our disciplinary rules and any of our policies that may be relevant. In particular, you must not harass or bully other members of staff, and not discriminate against other members of staff or third parties.
- If you are involved in a public or private online forum with work colleagues, content posted on that medium is considered to be posted in the context of the workplace. You must therefore take care to treat work colleagues in social media and instant messaging with the same dignity and respect that would be expected in the workplace.
- 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 information that is confidential to our organisation.
 - bring our organisation into disrepute.
 - use us to endorse or promote any product, opinion, or political cause.

You should have no expectation of privacy or confidentiality in anything you create or share on social media or instant messaging platforms. You should note that, even if a profile is set to “private”, it is not considered private by us as it can be viewed by your contacts. In addition, you should be aware that anyone accessing your posts and contributions can easily copy and forward them on to others, potentially accessing a far bigger audience than you had intended. Any adverse comments made in relation to us, your colleagues, or others we work with may lead to damage to the reputation of our organisation. In these circumstances, you may find yourself liable to disciplinary action, even if the act takes place:

- on a personal account with appropriate privacy settings;
- outside normal working hours; and/or
- without using our computers, systems and networks.



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Staff are also reminded that, in certain circumstances, an act that breaches this policy may also constitute a criminal offence.

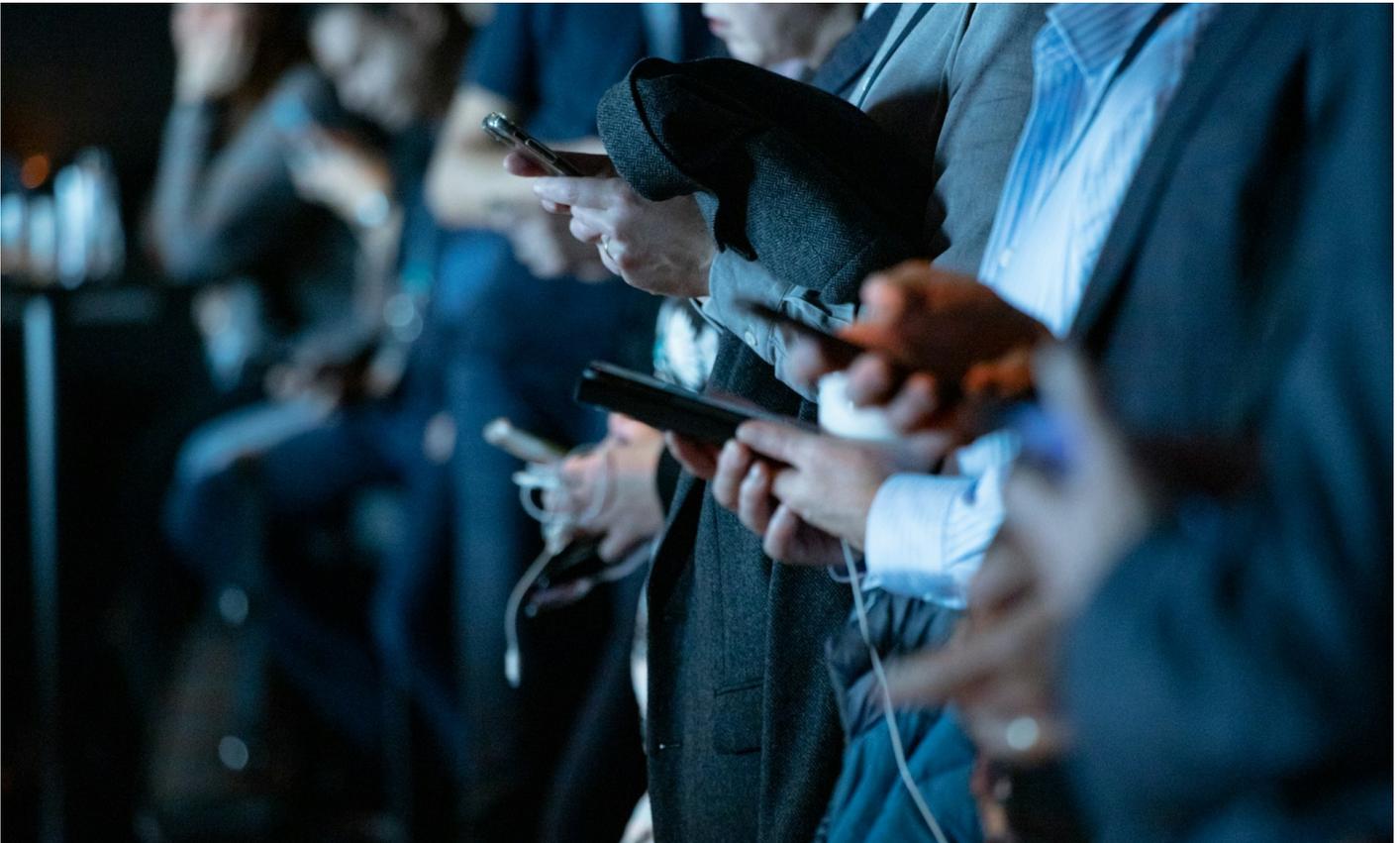
Our policy on the Use of Computer Systems, Email and Internet, in particular in relation to our right to monitor, applies equally to the use of social media platforms.

Content that you publish in our name on your own personal social media or instant messaging accounts which could cause damage to our organisation or our employees may lead to disciplinary action. If the content is particularly offensive or amounts to online bullying/harassment, this will be considered to be a gross misconduct offence in accordance with our disciplinary rules.

In addition to taking care over content published by you, you must not associate yourself with any adverse comment or publication by a third party that relates, or may reasonably be interpreted as relating, to our organisation or anyone working in it. This includes “liking”, “commenting”, “sharing”, “re-tweeting”, or in any other way associating with any content published on social media that appears to relate to your place of work or someone associated with it. If you see any comment that appears to relate negatively to the organisation or anyone associated with it, you should not engage in any way with the comment and instead immediately inform your line manager. Any employee who in any way associates with a comment online in the circumstances prohibited in this paragraph is liable to face disciplinary action which, depending upon the circumstances, may lead to dismissal.

You may be required to remove content created or shared by you which we deem to be in breach of this policy.

Employees who feel that they have been harassed or bullied because of material posted or uploaded by a colleague onto a social media platform should inform their line manager.



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LANDLINE AND MOBILE PHONE POLICY

Landline phones

Telephones are essential for the running of our organisation. Incoming personal telephone calls are allowed only in the case of emergency. Outgoing calls can only be made with the prior permission of your manager.

Use of work mobile phones

If we provide you with a mobile phone for work purposes, we will pay the rental and standard costs in respect of work-related calls. You must ensure that the mobile phone and accessories are kept in good condition at all times, and that your mobile phone is charged and available for use during working hours.

The content of text messages and voicemail must comply with the standards required of any other form of written or verbal communication.

The sending of any material which is, in our opinion, inappropriate, i.e. defamatory, offensive or obscene, untrue or malicious, may constitute gross misconduct and result in summary dismissal. If you receive inappropriate material to your work mobile, you must notify your line manager immediately.

We reserve the right to monitor the use of our mobile (and office) phones. Work mobile telephones may not be used for personal calls unless permission has been granted. We reserve the right to deduct from your pay the cost of any personal calls made, or alternative arrangements may be agreed to repay these costs.

The work mobile phone in your possession is your responsibility. You must take all reasonable steps to ensure that your mobile phone is not stolen, lost, or damaged. You should not leave your mobile phone in a visible place such as in an unattended vehicle. Where possible, you must set up a personal identification number (PIN) to prevent any unauthorised person from accessing or using your phone.

In the event that your work mobile phone is stolen, lost, or damaged you must advise your line manager immediately. If loss or damage is caused to your work mobile phone as a result of your negligence, disciplinary action may be taken against you.

Returning the equipment

If you are asked to return your mobile phone to us, you must return the phone and accessories immediately. On termination of your employment, the mobile phone must be returned to us no later than the final day of your employment. We retain the right to deduct the cost of any mobile phone and/or accessory that is not returned, or is returned in a damaged condition due to your negligence, from your final pay.

Personal mobile phone

Use of personal mobile phones must not become a distraction to you or your colleagues. It is accepted that from time-to-time you may need to make or receive a personal phone call or read or send a text message. Provided that mobile phone use does not become excessive, detract from your work, or distract colleagues, reasonable use of personal mobile phones is permitted. If, however in the reasonable opinion of your manager, use of mobile phones becomes unreasonable or excessive, we reserve the right to require you to switch your personal mobile phone off during working hours.



OTHER POLICIES AND PROCEDURES

ALCOHOL & DRUGS POLICY

We have a duty to ensure so far as is reasonably practicable, the health and safety and welfare at work of all our employees, volunteers and visitors. Similarly, you have a responsibility to yourself and your colleagues. The use of alcohol and drugs may impair the safe and efficient running of the organisation and/or the health and safety of our employees.

For the purposes of this policy the term 'drug' includes:

- substances covered by the Misuse of Drugs Act 1971(referred to as 'controlled drugs');
- prescribed and over-the-counter drugs;
- solvents and any other similar substances; and
- 'legal highs', psychoactive drugs and new psychoactive substances (even where these may not be banned under the Misuse of Drugs Act 1971).

The effects of alcohol and drugs can be severe. Some examples of the adverse impact of alcohol and drugs are: -

- a. absenteeism (e.g. unauthorised absence, lateness, excessive levels of sickness, etc.);
- b. higher accident levels; and
- c. impacts upon work performance (e.g. difficulty in concentrating, tasks taking more time, making mistakes, etc.)

We will take steps to assist any employee who is struggling with dependence upon alcohol, drugs, or other substances. If an employee admits their need for help, we will assist the employee in obtaining advice and counselling.

If your performance or attendance at work is affected as a result of alcohol or drugs, or we believe you have been involved in any drug-related action/offence, you may be subject to disciplinary action and, dependent on circumstances, this may lead to your dismissal. In addition:

- The consumption of alcohol by members of staff is inappropriate at any time when working or before work whenever work performance might be adversely affected, except in a genuine case of client entertaining.
- The use of drugs (as defined above) by members of staff is inappropriate at any time when working or before work whenever work performance might be affected. Employees who are prescribed by their doctor drugs that may affect their ability to work or drive or operate machinery should immediately discuss the problem with their manager.
- Dispensing, distributing, possessing, using, selling, or offering to buy controlled drugs at work is prohibited. Any such activity (including reasonable suspicion of it) on our premises will be reported immediately to the police.

Any employee who is found to be in breach of these rules will be liable to dismissal on the grounds of gross misconduct under Disciplinary Policy.

Medical examination

If we suspect that there has been a breach of the above provisions, or that your work performance or conduct has been impaired through drug or alcohol abuse, we will immediately invoke the Disciplinary Policy which may result in your



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dismissal or other disciplinary action. In investigating the incident, we may request you to undergo a medical examination to determine the cause of the problem.

If, having undergone a medical examination, it is confirmed that you have no underlying drug or alcohol problem, we will continue to deal with the issue under the Disciplinary Policy.

If, having undergone a medical examination, it is confirmed that you have been positively tested for a controlled drug, or you admit to having a drug and/or alcohol problem, we reserve the right to suspend you from work on full pay to allow us to decide whether to deal with the matter under the terms of the Disciplinary Policy or to provide an opportunity for you to seek help and treatment. If you fail to engage with help and treatment we may need to deal with future incidents under the Disciplinary Policy.

Monitoring this policy

To assist in the effective implementation of this policy, we may ask employees to have tests carried out following any incident or act of misconduct, where there is a reasonable suspicion on the part of the manager that drugs and/or alcohol may have been a contributory factor. If that is the case, you will be asked to sign a written consent to be tested.

We reserve the right to search employees and any employee property held on our premises and employees' workspaces at any time if the employee's manager reasonably believes that the prohibition on abuse of alcohol or drugs is being or has been infringed.

SMOKE-FREE POLICY

Smoking tobacco or any other substance, and the use of e-cigarettes is prohibited in all enclosed premises in the workplace including work vehicles.

This policy applies to all employees, contractors, consultants, temporary workers, clients, and visitors.

Employees should not smoke or use e-cigarettes immediately outside any entrance to any of the organisation's premises.

Whilst the use of e-cigarettes, personal vaporizers, and electronic nicotine delivery systems (referred to in this policy as e-cigarettes) currently falls outside the scope of smoke-free legislation, the long-term health effects of the use of these devices are unknown. The vapour from e-cigarettes may be a source of irritation for some employees and may represent a health risk through passive consumption (as with passive smoking). We have therefore decided that the use of e-cigarettes is also prohibited in the workplace.

Failure to comply with the terms of this policy will be a disciplinary offence and, given that a breach of this policy may be a criminal offence, is likely to render the employee liable to summary dismissal.



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POLICY ON DRIVING FOR THE PURPOSES OF WORK

Work vehicles

Driving licences and driving offences

In order to be permitted to use a work vehicle of any kind an employee must hold a full and valid UK driving licence for the relevant type of vehicle.

Employees and their partners who drive work vehicles are required to submit up-to-date copies of their driving licences and counterparts to us annually and whenever there is any change to the details on the licence, such as the addition of penalty points. If you or your partner is charged or convicted of driving offences, or has their driving licence endorsed, you must report this to your line manager immediately so that our insurers can be informed.

Driving-related fines are the responsibility of the employee who incurs them, whether or not these are incurred in the course of your work, and must be paid immediately by the employee.

If you are disqualified from driving and are required to drive for all or a significant proportion of your job, we reserve the right to terminate your employment.

You will be notified separately of the requirements regarding fuel for work vehicles. These procedures may vary from time-to-time and you will be expected to comply with any changes in how we deal with this matter.



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Standard of driving and consideration for other road users

When you drive a work vehicle for work or for personal use, you should be aware that you are representing the image of our organisation on the road. If you drive a vehicle negligently and damage is caused to the vehicle or other persons or property, you will be liable to disciplinary action which may, depending upon the seriousness of the incident, lead to your dismissal.

Employees driving work vehicles are expected to show due care and consideration for other road users and to comply with the law and Highway Code in their driving. Failure to drive in a courteous manner and within the confines of the law and Highway Code will be a disciplinary offence. This may cause our organisation to come into disrepute. Causing us to come into disrepute is a gross misconduct offence and you are liable to be dismissed for it.

Maintenance of vehicles/reporting incidents

Drivers should ensure that the vehicles that they are using for driving for the purposes of work are properly maintained in accordance with road safety legislation and carry out all necessary checks with the appropriate degree of regularity. Drivers must advise us of any issue with a vehicle in their care. In the event that a vehicle is required for an employee to carry out their job and the vehicle is in need of repair, we will endeavour to provide you with an alternative vehicle. If this is not possible, we will endeavour to provide the employee with suitable alternative work and the employee will be required to undertake that alternative work until the vehicle is deemed roadworthy again. Failure to undertake suitable alternative work will amount to a failure to follow a reasonable work instruction which is a gross misconduct offence for which an employee may be dismissed.

You must immediately report to your line manager all damage to a work vehicle and any incident in which the vehicle is involved. You will be required to submit a full written report of the circumstances in which the vehicle was damaged. Falsifying the circumstances of the damage in the written report will amount to gross misconduct. You will also be expected to cooperate with any police or other investigation regarding an incident involving a vehicle in their care.

Drivers are responsible for the safety of themselves, passengers, other road users, and the vehicle in their care (including the load in the vehicle). Drivers must secure vehicles when leaving them unattended.

Personal use of work vehicles

Your Contract of Employment will specify if you are permitted to use a work vehicle for personal purposes. Details of any payment for fuel and other costs incurred by employees in respect of private mileage, where permitted, will be set out separately and you may be required to complete mileage forms to show your personal mileage. Fraudulently completing any such form will amount to a gross misconduct offence.

The value, make, and model of vehicle that is provided to you is entirely at our discretion. Where a vehicle is provided for your main use, we reserve the right to require you to make the vehicle available to other employees from time-to-time for other work use.

We reserve the right to require employees who are absent from work to make their vehicles available for work use by other employees.

Driving under the influence of alcohol or drugs

Any use by you of alcohol or drugs while driving for the purposes of work or where that alcohol or drug use has any potential effect on your fitness to drive, will render you liable to disciplinary action, and will normally result in summary dismissal.



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Smoking

You are not permitted to smoke inside vehicles while driving for work. Employees in breach of this rule will be subject to disciplinary action which may include dismissal.

Mobile telephones and driving

You should note that it is a criminal offence to drive a motor vehicle while using a 'hand-held' mobile telephone. You should note that sitting in a stationary car with the engine running counts as 'driving'. Further, a 'hands-free' mobile telephone is not permitted to be used if it has to be held at any point during the call.

Use of personal car

Where you use your personally-owned car in your work, you will be reimbursed for your fuel at a rate to be advised from time-to-time. If you are required to drive for your job you should ensure that you are insured for business use. We will not contribute to the cost of any increased premium as a result of you being covered for business use as the cost of this, as well as fuel and wear and tear/depreciation is deemed to be included in the mileage rate payable.

You should note that the requirements in this policy regarding the following matters apply equally to using your own car as they would if you were driving a vehicle owned by us:-

- Consideration of other road users
- Ensuring the vehicle is road-worthy
- Driving under the influence of alcohol/drugs
- Use of mobile phone
- Smoking

Any breach of any of the rules of this policy is likely to lead to disciplinary action whether you are using your own vehicle for work purposes or is using a work vehicle.

POLICY ON CONDUCT AT WORK-RELATED SOCIAL EVENTS

This policy should be read alongside our Equal Opportunities policy and Anti-Bullying and Harassment policies. You have a duty to comply with the standards of behaviour required by us and to behave in a responsible manner at all times.

We have an expectation of responsible and acceptable standards of conduct at parties or other work-related social occasions or gatherings. On these occasions, you are expected to behave in an appropriate and responsible manner.

If you attend a social occasion where alcohol is permitted, you should ensure that if you drink alcohol, you do so in moderation.

Conduct which breaches the standards expected by us may result in disciplinary action being taken, up to, and including dismissal without notice. Conduct which is reasonably considered to amount to bullying or harassment will be treated as gross misconduct. If your conduct brings us into disrepute, you will be subject to our disciplinary procedure. Depending upon the seriousness of the offence, such behaviour may be viewed as a gross misconduct offence and could lead to your dismissal without notice.



DATA PROTECTION POLICY FOR EMPLOYEES

1. Overview

- 1.1 We take the security and privacy of your data seriously. We need to gather and use information or 'data' about you as part of the work of our organisation and to manage our relationship with you. We intend to comply with our legal obligations under the UK General Data Protection Regulation ('UK GDPR') and the Data Protection Act 2018 ('the Act') in respect of data privacy and security. We have a duty to notify you of the information contained in this policy.
- 1.2 This policy applies to current and former employees, workers, volunteers, apprentices, and consultants. If you fall into one of these categories then you are a 'data subject' for the purposes of this policy. You should read this policy alongside your contract of employment and any other notice we issue to you from time-to-time in relation to your data.
- 1.3 We will only hold data for as long as necessary and for the purposes for which we collected it. Further information on how long we hold data on our employees is contained below.
- 1.4 Ribble Valley Gateway Trust is a 'data controller' for the purposes of your personal data. This means that we determine the purpose and means of the processing of your personal data.
- 1.5 This policy explains how we will hold and process your information. It explains your rights as a data subject. It also explain your obligations when obtaining, handling, processing, or storing personal data in the course of working for, or on behalf of us.
- 1.6 The Trustees are responsible for reviewing this policy, keeping it up to date and managing risk in relation to the processing of data. You should direct any questions in relation to this policy or data protection to the Trustees.
- 1.7 This policy may be amended at any time. It is intended that this policy is fully compliant with UK GDPR and the Act. If any conflict arises between UK GDPR or the Act and this policy, we intend to comply with UK GDPR and the Act.



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2. Personal data

2.1 'Personal data' means information which relates to a living person who can be identified from that data (a 'data subject') on its own, or when taken together with other information which is likely to come into our possession. It includes any expression of opinion about the person and an indication of the intentions of us or others, in respect of that person. It does not include anonymised data.

2.2. This policy applies to all personal data whether it is stored electronically, on paper or on other materials.

2.3 This personal data might be provided to us by you, or someone else (such as a former employer, your doctor, or a credit reference agency), or it could be created by us. It could be provided or created during the recruitment process or during the course of the contract of employment (or services) or after its termination. It could be created by your manager or other colleagues.

2.4 We may collect and use the following types of personal data about you:

- recruitment information such as your application form and CV, references, qualifications, and membership of any professional bodies and details of any pre-employment assessments;
- your contact details and date of birth;
- the contact details for your emergency contacts;
- your gender;
- your marital status and family details;
- information about your contract of employment including start and end dates of employment, role and location, working hours, details of promotion, salary (including details of previous remuneration), pension, benefits, and holiday entitlement;
- your bank details and information in relation to your tax status including your national insurance number.
- your identification documents including passport and driving licence and information in relation to your immigration status and right to work for us;
- information relating to disciplinary or grievance investigations and proceedings involving you (whether or not you were the main subject of those proceedings);
- information relating to your performance and behaviour at work;
- training records;
- electronic information in relation to your use of IT systems/swipe cards/telephone systems;
- your images (whether captured on CCTV, by photograph or video); and
- any other category of personal data which we may notify you of from time to time.

3. Sensitive personal data

'Sensitive personal data' are types of personal data consisting of information as to:

- your racial or ethnic origin;
- your political opinions;



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- your religious or philosophical beliefs;
- your trade union membership;
- your genetic or biometric data;
- your health;
- your sex life and sexual orientation; and
- any criminal convictions and offences.

We may hold and use sensitive personal data in accordance with the law.

4. Data Protection Principles

4.1 Personal data must be processed in accordance with six 'Data Protection Principles.' It must:

- be processed fairly, lawfully, and transparently.
- be collected and processed only for specified, explicit, and legitimate purposes.
- be adequate, relevant, and limited to what is necessary for the purposes for which it is processed.
- be accurate and kept up-to-date. Any inaccurate data must be deleted or rectified without delay.
- not be kept for longer than is necessary for the purposes for which it is processed (see 4.2 below); and
- be processed securely

We are accountable for these principles and must be able to show that we are compliant.



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4.2 Employees' personal data will be retained for no longer than necessary. There are statutory requirements to keep certain employee records for a minimum length of time, as follows:-

Nature of data	Minimum length of time to be retained
<ul style="list-style-type: none"> • PAYE and National Insurance • tax code notices • Records of taxable expenses or benefits 	3 years from the end of the tax year to which they relate.
<ul style="list-style-type: none"> • National Minimum Wage records • Pay • Itemised pay statements 	6 years after the pay reference period following the pay period that they cover.
Working time records, e.g. <ul style="list-style-type: none"> • Holiday pay • Opt-outs • Records of night work • Records of young workers' working hours 	2 years from the date on which they were made.
Records relating to Statutory Maternity/Adoption/Paternity/Shared Parental Pay	3 years after the end of the tax year in which the maternity/adoption/paternity/shared parental pay period ends.
Pension auto enrolment records	6 years from the date the record was made with the exception of opt-out notices, which must be kept for 4 years.
Immigration checks	2 years from termination of employment.
Record of any injury resulting from a work-related accident that results in the worker being incapacitated for more than three days (not counting the day of the accident).	At least three years.
Work-related medical examinations related to hazardous substances	A minimum of 40 years, from the date of the last entry made in the record.

4.3 In view of the possibility of a historical query or claim being raised, we will retain your whole personnel file throughout your period of employment and for up to six years after you have left our employment.

5. Processing

'Processing' means any operation which is performed on personal data such as:

- collection, recording, organisation, structuring, or storage;
- adaption or alteration;
- retrieval, consultation, or use;
- disclosure by transmission, dissemination, or otherwise making available;
- alignment or combination, and
- restriction, destruction or erasure.



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This includes processing personal data which forms part of a filing system and any automated processing.

6. How we process your personal data

6.1 We will process your personal data (including sensitive personal data) in accordance with our obligations under the law.

6.2 We will use your personal data for:

- performing the contract of employment between us
- complying with any legal obligation; or
- if it is necessary for our legitimate interests (or for the legitimate interests of someone else). However, we can only do this if your interests and rights do not override ours (or theirs). You have the right to challenge our legitimate interests and request that we stop this processing.

6.3 We can process your personal data for these purposes without your knowledge or consent. We will not use your personal data for an unrelated purpose without telling you about it and the legal basis that we intend to rely on for processing it.

6.4 If you choose not to provide us with certain personal data you should be aware that we may not be able to carry out certain parts of the contract between us. For example, if you do not provide us with your bank account details, we may not be able to pay you. It might also stop us from complying with certain legal obligations and duties which we have such as to pay the right amount of tax to HMRC or to make reasonable adjustments in relation to any disability you may suffer from.

6.5 We will take reasonable steps to ensure that any personal data processed is accurate and up-to-date. To assist us in this, we ask that you inform us of any changes to the personal data you have supplied during the course of your employment.

7. Examples of when we might process your personal data

7.1 We have to process your personal data in various situations during your recruitment, employment and even following termination of your employment, for example:

- to decide whether to employ you;
- to decide how much to pay you, and the other terms of your contract with us;
- to check you have the legal right to work for us;
- to carry out the contract between us including where relevant, its termination;
- training you and reviewing your performance;
- to decide whether to promote you;



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- to decide whether and how to manage your performance, absence or, conduct;
- to carry out a disciplinary or grievance investigation or procedure in relation to you or someone else;
- to determine whether we need to make reasonable adjustments to your workplace or role because of your disability;
- to monitor diversity and equal opportunities;
- to monitor and protect the security (including network security) of the organisation, of you, our other staff, and others;
- to monitor and protect the health and safety of you, our other staff, and third parties;
- to pay you and provide pension and other benefits in accordance with the contract between us;
- paying tax and national insurance;
- to provide a reference upon request from another employer;
- to pay trade union subscriptions;
- monitoring compliance by you, us, and others with our policies and our contractual obligations;
- to comply with employment law, immigration law, health and safety law, tax law, and other laws which affect us;
- to answer questions from insurers in respect of any insurance policies which relate to you;
- running our organisation and planning for the future;
- the prevention and detection of fraud or other criminal offences;
- to defend us in respect of any investigation or litigation and to comply with any court or tribunal orders for disclosure;
- for any other reason which we may notify you of from time-to-time.

7.2 We will only process sensitive personal data in certain situations in accordance with the law. For example, we can do so if we have your explicit consent. If we ask for your consent to process sensitive personal data, then we will explain the reasons for our request. You do not need to consent and can withdraw consent later if you choose by contacting the Trustees.

7.3 We do not need your consent to process sensitive personal data when we are processing it for the following purposes:

- where it is necessary for carrying out rights and obligations under employment law;
- where it is necessary to protect your vital interests or those of another person where you/they are physically or legally incapable of giving consent;
- where you have made the data public;
- where processing is necessary for the establishment, exercise, or defence of legal claims; and
- where processing is necessary for the purposes of occupational medicine or for the assessment of your working capacity.



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7.4 Where necessary we will process data regarding criminal convictions in accordance with our Safeguarding Policy.

8. Sharing your personal data

- 8.1 We will share your personal data with statutory bodies and government agencies (such as HMRC) as required by law. Examples include information relating to salary, tax, national insurance contributions, pension contributions and right to work in the UK.
- 8.2 Sometimes we might share your personal data with our contractors and agents to carry out our obligations under our contract with you or for our legitimate interests. For example, personal data required to process payroll may be provided to our accountants and pension provider.
- 8.3 We require those companies who we share your personal data with to keep your personal data confidential and secure and to protect it in accordance with the law and our policies. They are only permitted to process your data for the lawful purpose for which it has been shared and in accordance with our instructions.
- 8.4 If we receive a request from a third party for your personal data for a reason not related to our contractual, statutory, or management obligations (such as from a mortgage provider), we will notify you and will only disclose information to these third parties with your consent.
- 8.5 We do not send your personal data outside the United Kingdom or the European Economic Area except that we may transfer personal data for the purposes of cloud storage only to a country and organisation that is designated as having an adequate level of protection. If this changes you will be notified of this and the protections which are in place to protect the security of your data will be explained.

9. How should you process personal data?

- 9.1 Everyone who works for us has some responsibility for ensuring data is collected, stored, and handled appropriately.
- 9.2 You should only access personal data covered by this policy if you need it for the work you do for, or on behalf of us, and only if you are authorised to do so. You should only use the data for the specified lawful purpose for which it was obtained.
- 9.3 You should not share personal data informally.
- 9.4 You should keep personal data secure and not share it with unauthorised people.



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- 9.5 You should regularly review and update personal data which you have to deal with for work. This includes telling us if your own contact details change.
- 9.6 You should not make unnecessary copies of personal data and should keep and dispose of any copies securely.
- 9.7 You should use strong passwords.
- 9.8 You should lock your computer screens when not at your desk.
- 9.9 You must not save personal data relating to other staff or our clients to your own personal computers or other devices.
- 9.10 Personal data should never be transferred outside the European Economic Area except in compliance with the law and authorisation of the Trustees.
- 9.11 You should lock drawers and filing cabinets. Do not leave paper with personal data lying about.
- 9.12 You should not take personal data away from our premises without authorisation from your line manager or the Trustees.
- 9.13 Personal data should be shredded and disposed of securely when you have finished with it.
- 9.14 You should ask for help from the Trustees if you are unsure about data protection or if you notice any areas of data protection or security we can improve upon.
- 9.15 Please note that any deliberate or negligent breach of this policy by you may result in disciplinary action being taken against you in accordance with our disciplinary procedure. A sanction up to and including dismissal may be imposed, depending upon the seriousness of the breach.
- 9.16 It is a criminal offence to conceal or destroy personal data which is part of a subject access request (see below). This conduct would also amount to gross misconduct under our disciplinary procedure, which could result in your dismissal.

10. How to deal with data breaches

- 10.1 A data breach may take many different forms, for example:
- loss or theft of data or equipment on which personal information is stored;
 - unauthorised access to or use of personal information either by a member of staff or third party;
 - loss of data resulting from an equipment or systems (including hardware and software) failure;
 - human error, such as accidental deletion or alteration of data;
 - unforeseen circumstances, such as a fire or flood;
 - deliberate attacks on IT systems, such as hacking, viruses, or phishing scams.



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- 10.2 We have robust measures in place to minimise and prevent data breaches from taking place. Should a breach of personal data occur (whether in respect of you or someone else) then we must take notes and keep evidence of that breach. If the breach is likely to result in a risk to the rights and freedoms of individuals, then we must also notify the Information Commissioner's Office within 72 hours.
- 10.3 If you are aware of a data breach you must contact the Trustees immediately and keep any evidence you have in relation to the breach.

11. Subject access requests

- 11.1 Data subjects can make a 'subject access request' ('SAR') to find out the information we hold about them. This request must be made in writing. If you receive such a request, you should forward it immediately to the Trustees who will coordinate a response.
- 11.2 If you would like to make a SAR in relation to your own personal data, you should make this in writing to the Trustees. We must respond within one month unless the request is complex or numerous, in which case, the period in which we must respond can be extended by a further two months.
- 11.3 There is no fee for making a SAR. However, if your request is manifestly unfounded or excessive, we may charge a reasonable administrative fee or refuse to respond to your request.

12. Your data subject rights

- 12.1 You have the right to information about what personal data we process, how, and on what basis as set out in this policy.
- 12.2 You have the right to access your own personal data by way of a subject access request (see above).
- 12.3 You can correct any inaccuracies in your personal data. To do so, you should contact the Trustees.
- 12.4 You have the right to request that we erase your personal data where we were not entitled under the law to process it, or it is no longer necessary to process it for the purpose it was collected. To do so you should contact the Trustees.
- 12.5 While you are requesting that your personal data is corrected or erased or are contesting the lawfulness of our processing, you can apply for its use to be restricted while the application is made. To do so you should contact the Trustees.
- 12.6 You have the right to object to data processing where we are relying on a legitimate interest to do so, and you think that your rights and interests outweigh our own and you wish us to stop.
- 12.7 You have the right to object if we process your personal data for the purposes of direct marketing.



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- 12.8 You have the right to receive a copy of your personal data and to transfer your personal data to another data controller. We will not charge for this and will in most cases aim to do this within one month.
- 12.9 With some exceptions, you have the right not to be subjected to automated decision-making.
- 12.10 You have the right to be notified of a data security breach concerning your personal data.
- 12.11 In most situations we will not rely on your consent as a lawful ground to process your data. If we do however request your consent to the processing of your personal data for a specific purpose, you have the right not to consent or to withdraw your consent later. To withdraw your consent, you should contact the Trustees.
- 12.12 You have the right to complain to the Information Commissioner. You can do this by contacting the Information Commissioner's Office directly. Full contact details including a helpline number can be found on the Information Commissioner's Office website (www.ico.org.uk). This website has further information on your rights and our obligations.



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ANTI-BRIBERY AND CORRUPTION POLICY

Introduction

Bribery and corruption remain a major issue in world trade, despite the many dedicated efforts to prevent them. Our legal obligations are primarily governed by the Bribery Act 2010.

Involvement in bribery and corruption exposes the organisation and relevant individuals to a criminal offence. It will also damage our reputation and the confidence of those with whom we work or have dealings of any kind.

Our position is simple – we conduct our affairs to the highest legal and ethical standards. We will not be party to corruption or bribery in any form. All of us must work together to ensure that our organisation remains untainted by bribery or corruption.

This policy is a crucial element of that effort and is the personal responsibility of the Chairman, it has the full support of the trustees, and it is our commitment to make sure it is followed. However, the policy needs the full support of you, our staff, to make it work.

This policy sets out the steps all of us must take to prevent bribery and corruption in order to comply with relevant legislation and our requirements.

Definitions and prohibition on bribery and corruption

‘Bribery’ is the giving or accepting of gifts, money, hospitality, or other favours in return for providing something of value to or from another person. The purpose of this policy is to set out our policy to combat bribery.

‘Corruption’ is the misuse of office or power for personal gain.

You are not permitted to: -

- accept any financial or other benefit from any person in return for providing a favour;
- request a financial or other benefit from any person in return for providing a favour;
- offer any financial or other benefit to any person in return for providing a favour;
- threaten or retaliate against another person who has refused to offer or accept a bribe or who has raised concerns about possible bribery or corruption.

Any employee who is concerned that he or she is potentially being bribed should report this matter to management immediately.

Gifts

You are not permitted to solicit gifts from any person or organisation with whom we have dealings of any kind. From time-to-time, clients, or other persons might offer you a gift. All gifts, however small, must be reported to your line manager. We may require that the gift be returned to the person who gave it. If this is the case, we will write to the giver of the gift explaining the reasons why the gift cannot be accepted.



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Hospitality

You are not permitted to solicit an invitation to a hospitality event from those we have dealings with.

From time-to-time, persons you deal with in the course of your work might invite you to a hospitality event. All such invitations must be reported to your line manager. Permission must be given by your line manager before you accept any invitation of hospitality.

Offering gifts and hospitality

If a gift is authorised by your line manager, you are entitled to give it to the appropriate individuals. A record must be kept of all gifts given. We may run hospitality events, primarily aimed at thanking staff or volunteers for their service. You must not organise any hospitality event without seeking authority from management.

Responsibilities of managers

Managers are responsible for keeping a record of all gifts and hospitality that are offered and/or received by employees reporting to the manager. If managers are concerned about any actions, they should contact the Chair immediately for advice.

What to do if you think something is wrong

Each of us has a responsibility to speak out if we discover anything corrupt or otherwise improper occurring in our organisation. If you are offered a bribe, or are asked to make one, or if you discover or suspect that any bribery or corruption has occurred or may occur, you must notify your manager or, if the allegation is against your manager, to another senior manager as soon as possible. You must make your report as soon as reasonably practicable and you may be required to explain any delays.

Disciplinary action

Any employee found to have offered or accepted a bribe or hospitality in contravention with the terms of this policy will face disciplinary action which could include dismissal for gross misconduct.



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ANTI-SLAVERY AND HUMAN TRAFFICKING POLICY

Policy statement

Modern slavery is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain. We have a zero-tolerance approach to modern slavery and we are committed to acting ethically and with integrity in all our dealings and relationships and to implementing and enforcing effective systems and controls to ensure modern slavery is not taking place anywhere in our own organisation or in any of our supply chains.

This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, trustees, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners.

This policy does not form part of any employee's contract of employment and we may amend it at any time.

Responsibility for the policy

The Board of Trustees has overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all those under our control comply with it.

The Chair of Trustees has primary and day-to-day responsibility for implementing this policy, monitoring its use and effectiveness, dealing with any queries about it, and auditing internal control systems and procedures to ensure they are effective in countering modern slavery.

Line managers at all levels are responsible for ensuring those reporting to them understand and comply with this policy and are given adequate and regular training on it and the issue of modern slavery in supply chains.

You are invited to comment on this policy and suggest ways in which it might be improved. Comments, suggestions and queries are encouraged and should be addressed to the Chair.

Compliance with the policy

You must ensure that you read, understand and comply with this policy.

The prevention, detection and reporting of modern slavery in any part of our organisation or supply chains is the responsibility of all those working for us or under our control. You are required to avoid any activity that might lead to, or suggest, a breach of this policy.

You must notify your manager as soon as possible if you believe or suspect that a conflict with this policy has occurred or may occur in the future.



OTHER POLICIES AND PROCEDURES

Recruitment

If we engage the services of a temporary work agency, we will only use agreed, specified, reputable agencies. To ensure the potential for slavery and human trafficking is reduced as far as possible, we will thoroughly check temporary work agencies before adding them to our list of approved agencies.

This includes:

- investigating reputation
- ensuring the staff an agency provides have the appropriate paperwork (e.g. work visas)
- ensuring the agency provides assurances that the appropriate checks have been made on the person they are supplying.

If we recruit directly, we always ensure all staff have a written contract of employment and that they have not had to pay any direct or indirect fees to obtain work.

We always ensure staff are legally able to work in the UK.

We check the names and addresses of our staff (a number of people listing the same address may indicate high shared occupancy, often a factor for those being exploited).

We provide information to all new recruits on their statutory rights including sick pay, holiday pay and any other benefits they may be entitled to.

If, through our recruitment process, we suspect someone is being exploited, we will follow our reporting procedures (See “Reporting slavery” below).

Identifying slavery

There is no typical victim and some victims do not understand they have been exploited and are entitled to help and support. However, the following key signs could indicate that someone may be a slavery or trafficking victim:

- The person is not in possession of their own passport, identification or travel documents.
- The person is acting as though they are being instructed or coached by someone else.
- They allow others to speak for them when spoken to directly.
- They are dropped off and collected from work.
- The person is withdrawn or they appear frightened.
- The person does not seem to be able to contact friends or family freely.
- The person has limited social interaction or contact with people outside their immediate environment.

This list is not exhaustive.

Remember, a person may display a number of the trafficking indicators set out above but they may not necessarily be a victim of slavery or trafficking. Often you will build up a picture of the person’s circumstances which may indicate something is not quite right.

If you have a suspicion, report it.



OTHER POLICIES AND PROCEDURES

Reporting suspected slavery

Talking to someone about your concerns may stop someone else from being exploited or abused. If you think that someone is in immediate danger, dial 999. Otherwise, you should discuss your concerns with the Chair, who will decide a course of action and provide any further advice. Not all victims may want to be helped and there may be instances where reporting a suspected trafficking case puts the potential victim at risk, so it is important that in the absence of an immediate danger, you discuss your concerns first with the Chair before taking any further action.

We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken. We are committed to ensuring no one suffers any detrimental treatment as a result of reporting in good faith their suspicion that modern slavery of whatever form is or may be taking place in any part of our own organisation or in any of our supply chains. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform the Chair immediately. If the matter is not remedied, and you are an employee, you should raise it formally using our Grievance Procedure.

Communication and awareness of this policy

Our zero-tolerance approach to modern slavery must be communicated to all those we work with at the outset of our relationship with them and reinforced as appropriate thereafter.

Breaches of this policy

Any employee who breaches this policy will face disciplinary action, which could result in dismissal for misconduct or gross misconduct.

We may terminate our relationship with other individuals and organisations working on our behalf if they breach this policy.

ADVERSE WEATHER POLICY

We recognise that you may face difficulties attending work and returning home during periods of adverse weather conditions. You have no automatic right to pay if you are unable to attend work due to adverse weather or in the event of travel delays (unless the travel itself constitutes working time).

You should make every effort to attend work during adverse weather conditions without putting your health and safety at risk. However, if it is not possible for you to attend work, you should contact your line manager as soon as possible. Your manager will discuss the options with you and, depending on the circumstances, one of the following will apply:-

- you may be permitted to work from home (if practicable)
- you may be permitted to make up the lost time at another time
- you may be permitted to take annual leave
- you may be permitted to take unpaid leave.

In the event that we have to close or scale back our operations temporarily due to adverse weather, you may be laid off work temporarily without pay other than statutory guarantee pay.



MAKING A PROTECTED DISCLOSURE (WHISTLEBLOWING) POLICY

Introduction

We are committed to the highest standards of openness and accountability. If you have concerns regarding our organisation's performance, standards, or conduct, you should be free to raise those concerns. Any concerns that are personal to your particular circumstances should be dealt with under our grievance procedure.

Aims and scope

The aims of this policy are: -

- a. to encourage employees to feel confident about raising concerns
- b. to provide a method by which employees may raise concerns and know that they will be protected against victimisation as a result of raising a complaint
- c. to ensure employees know how to pursue concerns if not satisfied with the response
- d. to help us to act within the law

Certain disclosures are defined in law as 'qualifying disclosures'. Disclosures are qualifying disclosures where it can be shown that the business commits a 'relevant failure' by: -

- a. committing a criminal offence;
- b. failing to comply with a legal obligation;
- c. being responsible for a miscarriage of justice;
- d. endangering the health and safety of an individual;
- e. causing environmental damage; and
- f. concealing any information relating to any of the above.

These acts can be in the past, present, or future, so that, for example, a disclosure qualifies if it relates to a criminal offence that has happened, is happening, or is likely to happen.

You do not have to prove anything about the allegation you are making but you must reasonably believe that the disclosure is made in the public interest and that the information you have tends to show some malpractice.

The procedure

If you wish to report any concerns you should raise these with your line manager who will deal with the disclosure in confidence. If the issue relates to your line manager, you should report the matter to a more senior person in the organisation.

Where we are made aware of an issue, how we respond will depend upon the nature of the concern raised. An internal investigation may be appropriate, or we may appoint an external agency or regulatory body to investigate your complaint.

We would expect that in almost all cases raising concerns internally would be the most appropriate course of action. However, if for whatever reason, you feel that you cannot raise your concerns internally and you reasonably believe the information and any allegations are substantially true, the law recognises that it may be appropriate for you to raise the matter with another prescribed person, such as a regulator or professional body or an MP. Guidance on the relevant prescribed people and bodies for this purpose and the areas for which they are responsible is available from www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies and further information is available from Protect (protect-advice.org.uk).



OTHER POLICIES AND PROCEDURES

You may wish to take advice before raising a concern externally.

Right not to suffer a detriment

The law gives employees the right not to suffer a detriment for making a protected disclosure. We take very seriously any concerns which are brought under this legislation. If you feel that you are suffering a detriment as a result of making a protected disclosure, please alert management as soon as possible so that steps can be taken to assist you.

Any person involved in victimisation of or retaliation against a whistleblower may be subject to disciplinary action, and in some cases will be liable to a claim for compensation brought against them personally.

We encourage employees to avail of this procedure if they are concerned about any wrongdoing at work. We understand that concerns may be raised in good faith that may not turn out to be true or capable of being substantiated. However, if the procedure has not been invoked in good faith, then the employee who raised the issue may be liable to disciplinary action up to, and including dismissal.





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