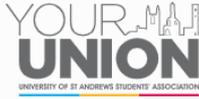


# **Employee Handbook**

## **February 2026**



## WELCOME AND INTRODUCTION

### **Welcome**

Welcome to the University of St Andrews Students' Association (referred to throughout this handbook as “we” or “the Association”).

We are more than a workplace. We are part of a student movement.

The Association exists to represent, support and empower students — and that mission is only possible because of the people who work here. Whether you are supporting democracy, running services, organising events, advising students or working behind the scenes, your role contributes directly to student voice and student life at St Andrews.

We are guided by our values of being **Students First, Inclusive and Welcoming**.

Being **Students First** means that students' interests shape our decisions and priorities. Being **Inclusive** means ensuring fairness, consistency and respect in how we treat one another and how decisions are made.

Being **Welcoming** means being helpful and building a culture where people feel safe, respected and able to bring their whole selves to work.

As a student-led organisation, we work in partnership with elected Officers and student volunteers. That makes our environment dynamic, fast-moving and purpose-driven. It also means collaboration, flexibility and mutual respect are essential.

We hope your time here is energising, meaningful and rooted in a shared commitment to making change.

### **About This Handbook**

This handbook exists to support that work.

It sets out how we operate as an organisation — the policies, processes and standards that help us balance passion with professionalism. Student movements are driven by values and ambition; strong governance and clear procedures ensure that ambition is delivered responsibly, fairly and sustainably.

This document is intended as a guide to help everyone understand how we work together and how we maintain a safe, supportive and accountable working environment.

While this handbook is an important reference point, it does not form part of your contract of employment unless we specifically state otherwise. As our organisation evolves, or as legislation and best practice change, we may update policies and procedures. When we do, we will communicate clearly and ensure the most up-to-date version is available on the Association website or Breathe HR.

We ask that you familiarise yourself with the contents and follow the guidance it provides. Our policies exist to protect our people, uphold our values and ensure fairness and consistency. In some cases, failure to follow them may result in disciplinary action.



Above all, we want this to be a place where talented, committed people can work together in service of students — with integrity, courage and care.

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# 1

## KEY PRINCIPLES

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

### 1.1 Association Code of Conduct

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

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

### 1.2 Health and Safety

The primary duty owed to you by the Association to ensure that you are safe while you are at work. Similarly, all employees are obliged to carry out their duties in a safe and responsible manner that does not risk harm to either themselves, their colleagues or any other person.

A detailed health and safety policy/handbook identifying the roles and responsibilities of key staff members for ensuring that the Association meets its commitment to health and safety is available on the Association Website.

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

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

### 1.3 Ethical Conduct

The Association aims for the highest possible standards of ethical conduct in all of its activities and expects the conduct of individual employees to reflect this. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships. Breach of this

policy or dishonesty of any kind will be treated as a serious disciplinary matter, which may amount to gross misconduct and therefore to dismissal without notice.

### **Gifts and Hospitality**

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

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

No personal gifts with an actual or reasonably estimated value exceeding £25 should be accepted from a client/customer, supplier or potential supplier without express permission from your line manager.

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

Anything over the value of £25 should be formally declared to Union HR.

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

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

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

### **Bribery**

**Bribe** means a financial or other inducement or reward for action which is illegal, unethical, a breach of trust or improper in any way. Bribes can take the form of money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or any other advantage or benefit.

**Bribery** includes offering, promising, giving, accepting or seeking a bribe.

All forms of bribery are strictly prohibited. If you are unsure about whether a particular act constitutes bribery, raise it with your manager.

Specifically, you must not:

- give or offer any payment, gift, hospitality or other benefit in the expectation that a business advantage will be received in return, or to reward any business received;
- accept any offer from a third party that you know or suspect is made with the expectation that we will provide a business advantage for them or anyone else;
- give or offer any payment (sometimes called a facilitation payment) to a government official in any country to facilitate or speed up a routine or necessary procedure;

You must not 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.

If you are offered a bribe, or are asked to make one, or if you suspect that any bribery, corruption or other breach of this policy has occurred or may occur, you must notify your manager or report it in accordance with our Whistleblowing Policy by notifying your manager or another member of management, as soon as possible.

## **1.4 Whistleblowing**

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

Any initial concern should be raised with your line manager. However, if this is not appropriate then you should contact another member of the management team who will ensure that your concern is properly addressed.

Employees who raise a concern are entitled not to be subjected to any detriment as a result, provided that the employee reasonably believes that the subject of the disclosure is in the public interest and the employee reasonably believes that the information disclosed and any allegation contained in it are substantially true.

Colleagues must not threaten or retaliate against whistleblowers in any way. If anyone is found to be involved in such conduct, they may be subject to disciplinary action. If you believe that you have suffered any such treatment as a whistleblower, you should inform your Line Manager immediately. If the matter is not remedied, you should raise it formally using our Grievance Procedure.

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

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

## **1.5 Good Faith and Loyalty**

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

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

## **1.6 Data Protection**

We will process personal data and sensitive personal data (also known as 'special categories of personal data') relating to you in accordance with our Data Protection Policy and our Data Protection Privacy Notice (provided to you separately), as well as in accordance with the relevant data protection legislation.

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

You will comply with your obligations under our Data Protection Policy and other relevant policies as directed, including in relation to IT and communications systems, social media, information security. Failure to do so may be dealt with under our disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

## **1.7 Environmental Statement**

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

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

# 2

## 2 HOW WE DO THINGS

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

### 2.1 Proof of Identity

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

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

### 2.2 Dress Code

All employees should dress in a manner appropriate to the work that they do. Key factors include whether or not the employee meets clients or customers and whether the requirements of health and safety require particular clothing. How you dress is largely a matter of common sense.

If your manager feels that you are dressing in an inappropriate way they may ask you to dress differently the next time you come into work. A persistent refusal to comply with a reasonable standard set by a manager will amount to misconduct.

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

#### **Employees required to wear Uniform**

If you are provided with specific uniform for your role, you will be expected to wear this at all times whilst at work, especially if you may come into contact with the public in the performance of your duties.

You must ensure you look presentable for work and your uniform is maintained in a good condition. If you lose your uniform, or do not look after it, then the Association will be entitled to make a deduction from your remuneration to cover the cost of replacing this (subject to national minimum wage considerations, where applicable). General wear and tear will be taken into account and the Association may exercise its discretion to replace uniform.

#### **Personal Protective Equipment**

If you are provided with any Personal Protective Equipment (PPE) you must ensure you wear this at all times, especially in any designated area which may pose additional risk. Failure to do so is likely to result in disciplinary action.

## **2.3 Timekeeping**

Good timekeeping is essential in any team. A late arrival at work can put unfair pressure on colleagues and affect the smooth running of the Association. The Association therefore requires all employees to take responsibility for attending work promptly in accordance with their contract of employment or work roster. You should arrive in good time to be ready to start at the time indicated. Persistent lateness without proper acceptable explanation will be treated as misconduct under the disciplinary procedure.

The Association may ask you to record your arrival and departure times and may keep such records of your working time as it thinks appropriate. Deliberate failure to record time may be treated as gross misconduct.

Where it is clear that you are going to be more than 5 minutes late for work you must contact your line manager as soon as possible to explain the situation and give an estimate of your arrival time. You must make every effort to talk to your manager directly rather than leave a message with colleagues or send an email or text message.

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

If you arrive more than five minutes late for your shift, your line manager may require you to make up the lost time. Persistent lateness may be addressed in line with the Association's attendance policy.

## **2.4 Adverse Weather and Traffic Disruption**

### **Adverse Weather**

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

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

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

### **Traffic Disruption**

We understand that events such as industrial action, road traffic accidents and road works can cause difficulties for employees attempting to travel into the workplace. In these circumstances we are prepared to take a flexible approach to working arrangements while still keeping the business running as effectively as possible.

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

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

### **Delayed Return from holidays**

You are expected to return to work as planned at the end of any period of authorised annual leave and should make appropriate travel arrangements to facilitate this. However, it is recognised that circumstances beyond your control, such as flight cancellations or delays, may occasionally prevent a timely return. In such cases, you must inform your line manager as soon as possible.

Any days of work missed as a result may need to be made up, subject to discussion with your line manager and in accordance with the Association's policies.

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

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

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

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

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

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

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

## **2.5 Rest Breaks**

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

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

Different areas of the business may have different arrangements for ad hoc breaks such as to make a cup of tea or coffee. These arrangements are in place to ensure the smooth running of the business and to prevent putting unfair pressure on colleagues. You are required to comply with any requirements relating to such breaks as may be in place from time to time. If you are unsure of your departments break procedures, please check with your line manager.

### **Entitlement to Rest Breaks**

All staff who work more than six hours in a day are entitled to an uninterrupted rest break of at least 20 minutes during their working day. This break should not be taken at the very start or end of the working period and should be scheduled at a time that meets operational needs.

### **Arrangements for Breaks**

Breaks are unpaid unless otherwise stated in your contract of employment.

Wherever possible, your line manager will agree with you the timing of your break(s), taking into account business needs and your preference.

You are encouraged to take your break away from your normal working area, when possible.

### **Rest Between Working Days/Weeks**

Employees are entitled to a minimum daily rest period of 11 consecutive hours in each 24-hour period during which they work for the Association.

Employees are also entitled to an uninterrupted rest period of not less than 24 hours in each seven-day period, or 48 hours in each 14-day period.

### **Young Workers (Under 18s)**

Staff under 18 years old are entitled to a 30-minute rest break if their working day is longer than 4.5 hours, and to longer daily and weekly rest.

### **Variation and Flexibility**

There may be occasions where operational requirements necessitate changes to standard break arrangements. Any such variation will be discussed with affected staff in advance.

### **Reporting Issues**

If you are unable to take your break as scheduled or have concerns regarding rest entitlements, you should raise this with your line manager as soon as possible.

### **Compliance**

The Association will ensure compliance with all statutory requirements relating to work breaks and will review this policy periodically.

This policy should be reviewed and adapted for your Association's particular operational needs and any collective agreements that may apply.

## 2.6 Smoking

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

Smoking is only permitted during designated break times and in the designated outside areas. Smoking directly outside of the building is prohibited.

## 2.7 Computer Use - Including the use of email/Internet

It is very important that the Association is able to keep its data secure and ensure that computer systems are used only for their proper purpose. To assist with this, all employees are required to comply with instructions that may be issued from time to time regarding the use of Association-owned computers or systems.

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

You must not attach any device to Association IT equipment without authorisation from your line manager and you must not open attachments or click on links unless you know you can trust the source. Association portable IT devices must be kept secure, and password protected at all times.

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

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

### Internet Use

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

Personal use during working hours (outside of lunchbreaks) will be treated as misconduct.

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

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

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

### Email

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

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

Using a Association/work email address to send inappropriate material, including content of a sexual, racist, discriminatory or harassing nature, is strictly prohibited and may amount to gross misconduct resulting in summary dismissal. Should you receive any offensive or inappropriate content via email you should inform a member of management of this as soon as possible so that they can ensure that it is removed from the system. You should also report such breaches in accordance with our Harassment and Bullying or Grievance policies.

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

## **Privacy**

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

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

## **2.8 Social Media**

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

You must avoid making any social media communications that could damage our business interests or reputation, even indirectly. You must not use social media to:

- defame or disparage or make any other inappropriate comment about us, the University, our staff or any student, customer, client or other third party.
- harass (including sexually harass), bully or unlawfully discriminate against staff, customers, clients or other third parties.
- make false or misleading statements; or
- impersonate colleagues or third parties.

Because social media interactions can be copied and widely disseminated in a way that you may not be able to control, the Association will take a particularly serious view of any misconduct that occurs through the use of social media.

You should make it clear in social media postings, or on your personal profile, that you are speaking on your own behalf. Write in the first person and use a personal email address. Be respectful to others when making any statement on social media and be aware that you are personally responsible for all communications which will be published on the internet for anyone to see.

You must not operate a social media account or profile or express an opinion that purports to be operated/made on behalf of the Association without express permission to do so from your manager. You must not comment on social media about sensitive business-related topics, such as our performance, or do anything to jeopardise our trade secrets, confidential information and intellectual property. You must not include our logos or other trademarks in any social media posting or in your profile on any social media.

You should not attempt to access social networking sites such as Facebook, X (formerly known as Twitter), or similar on Association computers for personal reasons at any time during the working day.

Viewing social media sites may be needed depending on your role but should never be used for personal use on Company computers during working hours. This includes during break times.

Any misuse of social media that you see should be reported to your manager.

Breach of this policy may result in disciplinary action up to and including dismissal. You may be required to remove any social media content that we consider constitutes a breach of this policy. Failure to comply with such a request may in itself result in disciplinary action.

## **2.9 Telephones**

Association telephones must be used for legitimate business purposes only.

Use of personal mobile phones for non-business purposes should be restricted to formal rest breaks.

## **2.10 Alcohol and Drugs**

The Association's approach to the consumption of alcohol, drugs and other substances (including new psychoactive substances) that have intoxicating and/or behaviour-altering effects or impair judgement (referred to in this policy as "other substances") is based on the need to ensure a safe and productive working environment. Because of the serious nature of the risks posed by the abuse of alcohol, drugs and other substances in the workplace, any breach of the rules in this area will be treated as gross misconduct which will usually result in dismissal.

An employee will be regarded as 'under the influence' of alcohol, drugs or other substances if their behaviour, speech, ability to concentrate or otherwise perform their duties is in any way affected. An employee will also be regarded as under the influence if they fail a drug, other substance or alcohol test.

## **Dependency**

Employees who have a dependency on alcohol, drugs or other substances may be offered support and encouraged to seek appropriate counselling or medical help. Absence arising from treatment or counselling related to drug, alcohol or other substance abuse will be treated as sickness absence under the Association's Sickness absence procedure. However, while the Association will always try to be supportive toward employees with a drug, alcohol or other substance problem, this will not prevent disciplinary action being taken when employees act in breach of the rules laid out in this policy.

Wherever an employee informs the Association that they have a drug, alcohol or other substance problem this will, as far as possible, be treated in the utmost confidence. However, the Association may need to disclose particular circumstances to managers, regulatory authorities or others should this be necessary to ensure safety or compliance with legal requirements.

## **Drugs**

The consumption, storage, distribution or sale of illegal drugs or any other behaviour-altering and/or intoxicating substance, including new psychoactive substances, on Association premises or during working time is strictly prohibited. The Association will report any illegal activities to the police or other relevant authorities.

You must not present yourself for work under the influence of illegal drugs or any other substance taken for non-medical purposes.

## **Medicines and Prescription Drugs**

If you are taking prescription drugs or any other medicine that may affect your performance at work or your ability to carry out any of your duties, then you must inform your line manager of this so that steps can be taken to ensure that the work can be done safely. It is your responsibility, when beginning any course of medication, to check whether it may adversely affect your ability to work.

## **Alcohol**

Consumption of even a small amount of alcohol may be sufficient to adversely affect the work of an employee and could pose a risk to health and safety. Remember that alcohol remains in the bloodstream for up to 24 hours following consumption and that the consumption of a significant amount of alcohol in the evening may leave you unfit to work in the morning.

You must not present yourself for work under the influence of alcohol.

You must not consume any alcohol during working time, lunchtime or during any break unless this has been specifically authorised by your manager.

Where alcohol is available at Association organised events or occasions when you are representing the Association— even outside working hours - it is important to behave responsibly and not drink to excess. Behaviour that reflects badly on the Association will be a disciplinary matter and in serious cases may amount to gross misconduct.

## **2.11 Driving**

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

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

If you use your own vehicle to drive on Association/work-related business, it is your responsibility to arrange to be insured for that business use as the Employer will not be liable for any costs in the event of an accident. The Association may require you at any time/annually to allow a copy of your insurance and any MOT test certificate to be made and kept in our records.

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

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

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

Any journey carried out on Association business must be scheduled in such a way as to allow adequate rest breaks – usually one break of 15 minutes for two hours of driving. Where possible, driving on Association business should be avoided either late at night or very early in the morning.

Safety is the Association's prime responsibility, and you should not be required to compromise safety in any way when driving on Association business. If you are concerned about any driving requirements you may have, then you should discuss these with your line manager and appropriate arrangements will be made to ensure that any work-related journey can be completed safely.

### **Association Vehicles**

If a Association vehicle is provided to you as part of your contract of employment or you are required to drive a Association vehicle as part of your job, it is your responsibility to take care of the vehicle, keeping it in a clean and roadworthy condition, including checking the oil/water levels are at the required levels. You should report any damage or fault immediately. The Association will arrange for appropriate maintenance or servicing to be carried out. If you incur any reasonable expenses in connection with the vehicle then these will be reimbursed, but you must check with your line manager first and comply fully with our expenses policy. The Association will not be obliged to reimburse any expenses incurred without authorisation.

Any personal use of a Association vehicle, other than a vehicle provided for your exclusive use as part of your contract is at the sole discretion of the Association and

must in any event be kept within reasonable limits. Your manager may at any time instruct you not to use – or to cease using - a Association vehicle for private purposes.

If you have possession of a Association vehicle overnight or at the weekend then you must ensure that it is securely parked in an appropriate location. In general, equipment or stock should not be left in a vehicle overnight. Where this is unavoidable then you must ensure that the vehicle is parked in a locked garage. If this is not possible then you should discuss appropriate parking and security arrangements with your line manager.

## **2.12 Expenses**

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

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

## **2.13 Expenses Policy**

### **Purpose**

This policy outlines the rules and procedures for reimbursing expenses incurred by employees while conducting business for the Association.

### **Scope**

The policy applies to all employees, contractors, and temporary workers at the Association who incur business-related expenses.

### **Principles**

Expenses must be reasonable, necessary, and solely for business purposes.

Employees should always look for cost-effective options that do not compromise business needs.

All expense claims must be supported by appropriate receipts or proof of payment.

### **Authorisation and Claims Process**

Prior approval from the line manager should be sought before incurring all expenses, where possible.

Claims should be submitted within 30 days of the expense through the expenses form.

Each claim must include clear receipts for each item.

Claims without proper documentation may be rejected.

Cash expenses will only be reimbursed for approved business-related items.

### **Eligible Expenses**

#### **Travel**

Travel should be booked at least two weeks in advance. Please discuss your requirements with your line manager to make the necessary arrangements.

Use public transport whenever feasible; book standard/economy fares only.

Mileage for personal car use is reimbursed at HMRC-approved rates for business journeys (please specify locations, purpose, and mileage).

Taxi fares can be claimed for early/late travel, where safety is a concern, or if reasonable alternatives do not exist; provide justification.

Air travel should be economy class, unless senior management has approved otherwise.

### **Accommodation**

Standard rooms should be booked.

Use preferred suppliers where possible.

Invoices must detail the costs; extra charges like room service or bar bills are not reimbursable unless they are in line with the below pre-approved. Accommodation Claim Limits

- UK hotels (excluding London) up to £100 per night
- London hotels up to £150 per night
- Overseas up to £150 per night

### **Meals and Subsistence**

Reasonable costs for meals will be reimbursed when employees are away from the normal workplace or staying overnight on business.

Alcohol is not reimbursed.

Subsistence Claim Limits

Breakfast: up to £7.50

Lunch: up to £10.00

Dinner: up to £25.00

Overnight subsistence (including meals): up to £35.00

### **Other Expenses**

Business calls from personal phones can be reimbursed with clear evidence of cost.

Stationery, postage, and other small business expenses are reimbursable with receipts.

Professional subscriptions or memberships are only reimbursed if pre-approved and relevant to the role.

### **Non-Reimbursable Expenses**

Alcohol

Personal items or toiletries

Fines, such as parking or speeding tickets

Commuting costs between home and work

Movies, mini-bar, or in-room entertainment

Unapproved upgrades, luxury items, or extravagant expenditure

### **Roles and Responsibilities**

#### **Employees**

Adhere to this policy and HMRC guidance.

Submit timely, accurate claims with full documentation.

#### **Managers**

Review and approve claims promptly.

Reject or query any claims that do not comply with policy.

#### **Finance Team**

Check claims and authorisations.

Reimburse approved claims in the next payroll cycle or as otherwise notified.

#### **Breaches**

Abuse of this policy or submission of false claims may result in disciplinary action, up to and including dismissal.

## **2.14 Time Off In Lieu (TOIL) Policy**

### **Purpose**

This policy sets out the Association's approach to the accrual and taking of Time Off In Lieu (TOIL) in circumstances where employees are required to work additional hours beyond their contractual working arrangements.

### **Scope**

This policy applies to all University of St Andrews Students' Association employees, except for staff specifically excluded by contract, including senior management and directors.

### **What is TOIL?**

TOIL refers to paid time off work granted to an employee instead of overtime pay, after working additional hours with prior agreement.

### **Eligibility**

TOIL may only be accrued:

Where a manager has given prior authorisation in writing for additional hours to be worked.

For pre-agreed activities such as project deadlines, events, or emergencies requiring attendance beyond normal hours.

### **Accrual of TOIL**

TOIL accrues on a 'like for like' basis (i.e., one hour worked equals one hour of TOIL), unless otherwise agreed in writing.

Employees should request TOIL hours using the Association's designated system timesheets and provide this for managerial approval at least 2 working days in advance

The maximum TOIL that can be accrued at any time is 10 hours unless in exceptional circumstances agreed by a member of the senior management team

### **Taking TOIL**

TOIL should be taken at a time mutually agreed between the employee and their manager, with as much notice as possible (minimum one week notice recommended).

TOIL must generally be taken within three months of accrual or will be forfeited.

TOIL cannot be used to create long-term patterns, such as regular half-days or compressed working weeks, unless agreed as part of a flexible working arrangement.

### **Recording and Monitoring**

It is the responsibility of both the employee and their manager to ensure all TOIL accrued, taken, and remaining is accurate and up to date.

The HR department may periodically audit TOIL records.

### **Leavers**

Any TOIL outstanding after notice of termination has been given should, where operationally possible, be taken during the notice period.

If not taken during notice, TOIL may be paid at the employee's basic rate of pay, or, if the employee owes TOIL (i.e., has taken more than accrued), this may be deducted from final pay, subject to contractual provision.

### **Statutory Considerations**

This policy does not affect statutory rights under the Working Time Regulations 1998, including minimum rest breaks and maximum working hours.

Any variations or exceptions to this policy must be approved by the Chief Executive.

### **Association Property**

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

## **Damage to Association Property**

Any damage to or loss of Association property must be immediately reported to your manager.

If, following an investigation, it is found that as a result of your carelessness, negligence or failure to comply with Association procedures, or by wilful act, the Association suffers loss or damage of cash, stock, fixtures and fittings or property (including vehicles), this will be construed as serious breach of the rules, which could result in your summary dismissal on grounds of gross misconduct.

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

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

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

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

## **Return of Association Property**

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

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

## **Employees' Property**

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

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

## **Lost Property**

If you find any items of lost property they should be handed to your immediate Manager. See here for full details <https://www.yourunion.net/about/foundproperty/General>

## **Statements to the Media**

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

## **Parking**



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

### **CCTV/Security Cameras**

The Association reserves the right to use closed circuit television (CCTV) systems throughout its premises as deemed necessary and employees should expect all areas (other than those where use would contravene common decency) to be visible on a television monitoring system. Information obtained from systems will only be used in appropriate circumstances and with strict adherence to Data Protection Laws. This may include using recorded images as evidence in disciplinary proceedings.

# 3

## 3 ABSENCE

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

### 3.1 Unauthorised Absence

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

### 3.2 Medical Appointments

In general, appointments to see a GP, dentist or optician should be made for outside working hours where possible. Paid leave will not normally be granted for non-emergency visits.

The Association appreciates that it is not always possible to avoid appointments during the working day and will judge each case individually in deciding whether any paid time off should be granted. In most cases, employees will be required either to use part of their annual holiday entitlement or to make up any lost time.

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

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

### 3.3 Ante-natal Care/Adoption Appointments

#### **Pregnancy/Adoption Related Appointments**

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

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

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

The same rules apply to Adoption.

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

### 3.4 Sickness Absence

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

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

#### Reporting Sickness Absence

If you are too ill to come into work you should personally inform your line manager (via a call) of this fact as soon as possible and in any event by no later than 1 hour before your start time. The following details should be provided:

- The nature of your illness or injury.
- The expected length of your absence from work.
- Contact details.
- Any outstanding or urgent work that requires attention.

**When you phone in sick you must make every effort to speak to your manager directly. Do not simply leave a message with a colleague or send an email or text. If you need to leave a message for your manager, then they may contact you during the day to discuss your absence with you.**

It is important that you keep in touch with your manager about the likely length of your absence so that appropriate arrangements can be made for cover and you should phone in sick on every day of your absence unless you have previously informed your manager that you will be off sick for a particular period of time. Once you have called in sick your line manager will update Breathe HR accordingly.

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

The Association requires all absences to be recorded in Breathe HR. Any absence of more than 7 calendar days (or 5 working days) must be certified by a 'Fit Note'. Uncertified absence may be treated as misconduct and will not be paid.

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

Where you are absent for an extended period of time (three weeks or more) or where you have high levels of short-term absences the Association may refer you to an occupational health professional or seek a medical report from your GP. The purpose of

this will be to ascertain when you are likely to be able to return to work and to identify any measures that can be taken to help you return as soon as possible.

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

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

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

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

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

### **Phased Return to Work**

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

### **Alternative Work**

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

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

### **Disability and Reasonable Adjustments**

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

In order to make appropriate adjustments the Association needs to know about any disability the employee may have. Employees who feel that they may require an adjustment should discuss their situation with their line manager. Any such discussions will be in the strictest confidence although when an adjustment is made it may be necessary to inform other employees of the reason for this. The extent to which details of any disability will be discussed with other employees will be agreed as part of the process of making the adjustment itself.

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

### **Sick Pay**

If you are sick we will pay you Statutory Sick Pay (SSP), if you are eligible. Details of your entitlement to sick pay are contained within your contract of employment.

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

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

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

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

## **3.6 Compassionate/Bereavement Leave**

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

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

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

## **3.7 Parental Bereavement Leave**

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

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

### **Notification**

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

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

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

### **Parental Bereavement Pay**

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

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

### **Other leave entitlements**

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

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

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

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

### 3.8 Emergency Time Off for Dependants

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

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

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

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

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

### 3.9 Annual Leave

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

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

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

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

All requests for leave should be made at least twice the length of the leave period in advance. For example, if you are requesting one week's leave, you must give at least two weeks' notice. If you are requesting one day's leave, you must give at least two days' notice. The means of requesting leave may change from time to time and you should comply with whichever procedure is in place at the time of the request.

Your manager may refuse any request for leave if it would result in the workplace being understaffed or would otherwise prejudice the business. Leave is likely to be refused if it is requested for a particularly busy period or at a time when other employees have already had leave approved. No more than two weeks of leave may be taken at any one time **Leave requests should also be avoided, and will normally be rejected, during and before peak times such as officer elections and Freshers Week.**

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

### **Our Holiday Year**

All employees are encouraged to take their full holiday entitlement during the holiday year which runs from August 1<sup>st</sup> to July 31<sup>st</sup> however, it is your responsibility to schedule your holiday so that it can be taken at an appropriate time.

You cannot carry forward more than 1 week of untaken holiday from one holiday year to the following holiday year unless you have been prevented from taking it in the relevant holiday year by one of the following: a period of sickness absence or statutory maternity, paternity, adoption, shared parental, parental, parental bereavement, carer's, or neonatal care, leave. In cases of sickness absence, carry-over is limited to four weeks' holiday per year less any leave taken during the holiday year that has just ended. Any such carried over holiday which is not taken within eighteen months of the end of the relevant holiday year will be lost.

If you do not take your annual leave within the leave year in which it accrued, you will lose the right to take it, unless one of the carry forward provisions referred to above applies.

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

The Association may insist on annual leave being taken at particular times depending on the needs of the business. You are encouraged to take your leave days during non-peak Association periods. For example, leave during and just before Elections and Fresher's should be avoided.

Alternatively, we will give reasonable notice of any such requirement (the length of the notice given will be at least twice the duration of the leave the Association requires the employee to take).

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

## **3.10 Reserve Forces**

The Association supports employees who are also member of the reserve forces. Such employees have specific entitlements relating to time off including arrangements for

them returning to work after a period of deployment. Employees who are members of the reserve forces or who are considering joining should discuss the implications with their line manager.

### 3.11 Carer's Leave

All employees are entitled to one week's unpaid leave in any 12-month period to provide or arrange care for a dependant with a long-term care need. A "week" for these purposes will be equal in duration to the period you are normally expected to work in a week at the time of making the request. How that is calculated will depend on whether you have non-variable or variable hours of work.

A dependant is:

- your spouse, civil partner, child or parent;
- someone who lives in the same household as you, otherwise than by reason of being your boarder, employee, lodger or tenant, or;
- anybody else who reasonably relies on you to provide or arrange their care.

A dependant 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 minimum period of carer's leave that can be taken at one time is half a working day, with the maximum period being one continuous week. Leave need not be taken on continuous days.

You must give notice of your request to take a period of carer's leave. This can relate to all or part of the leave to which you are entitled. The notice must:

- Specify that you are entitled to take carer's leave;
- Specify the days on which you would like to take carer's leave and if you will take a full or a half day; and
- Be given with the following minimum notice periods depending on how many days of leave you want to take: Half a day to 1 day - 3 days' notice; 1.5 to 2 days - 4 days' notice; 2.5 to 3 days - 6 days' notice; 3.5 to 4 days - 8 days' notice; 4.5 to 5 days - 10 days' notice; or 6 days (if you work 6 days a week) - 12 days' notice.

The notice does not need to be in writing, but it would be helpful if it was in order to maintain an accurate record of what is being requested.

The Association may, in our absolute discretion, waive the notice length requirement above, and as long as the other requirements are met, the request will be treated as one for carer's leave.

If the Association reasonably considers that the operation of the business would be unduly disrupted if your request was granted, we may postpone the start of the carer's leave after consulting with you to agree an alternative date(s) which is/are no later than one month after the earliest day or half day of the request. In these circumstances, the Association will give written notice to you of the postponement, setting out the reason for the postponement and the agreed dates you can take the leave. This notice will be



given no later than the earlier of: (a) seven days after your notice was given to the Association, or (b) before the earliest day or half day requested in your notice.

# 4

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

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

### **4.1 Flexible Working**

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

Requests for a change in working arrangements can be made by any employee. Two requests per employee may be made in any 12 month period (which includes requests that have been withdrawn). However, you may have only one live request for flexible working with the Association at any one time. The request must:

- be made in writing and state this is a flexible working request;
- be dated;
- set out the change requested, including when you would like the change to come into effect; and
- set out if and when you have made a previous request for flexible working to the Association.

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

The meeting will normally be conducted by your line manager.

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

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

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

Before refusing a request, the Association will consult with you to discuss the application further, which may include exploring any alternatives that may be available. If no agreement is reached and the request is rejected, this will be confirmed in writing and your terms and conditions will remain unchanged, subject to your right to appeal the decision. The process (including any appeal) will be concluded within 2 months of the request being made, unless a longer period is agreed.

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

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

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

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

## 4.2 Maternity Leave

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

### Notification

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

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

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

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

### Start of Maternity Leave

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

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

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

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

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

### **Duration of Maternity Leave**

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

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

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

### **Dismissal or Resignation**

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

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

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

### **Statutory Maternity Pay**

Statutory Maternity Pay (SMP) is paid to employees who have at least 26 weeks' service immediately before the 15th week before the expected week of childbirth and whose pay is above the Lower Earnings Limit for paying National Insurance Contributions (this changes each year). Employees who earn below that amount may be entitled to a state

benefit called Maternity Allowance. The Association will provide you with an appropriate form to help you claim this, where appropriate.

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

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

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

### **Returning to Work Early**

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

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

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

### **Returning to Work Late**

Following your maternity leave, you are required to return to work on the date notified to you as your expected date of return. If you are unwell on that date then you should follow the sickness absence reporting procedure set out in Section 3.4 of this handbook.

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

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

Depending on the nature of your job, there may be circumstances in which it is unsafe for you to continue working while you are pregnant. In some circumstances the law requires a pregnant employee to be suspended on full pay or transferred to alternative duties. Jobs which may come under this category are identified in the risk assessments that the Association has carried out under its health and safety policy. If you are affected by any health and safety issues connected with your pregnancy then the Association will discuss any detailed arrangements that need to be made until it is safe for you to return to your original duties.

## **4.3 Adoption Leave**

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

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

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

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

### **Notification**

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

Your notification should set out:

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

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

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

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

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

### **Statutory Adoption Pay**

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

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

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

## **4.4 Paternity Leave**

Employees with 26 weeks' continuous service, either ending with the 15th week before the expected week of childbirth or ending the week in which agency notifies you have been matched with a child, will be entitled to take paternity leave if they expect to have parental responsibility for a child and they are either the mother's partner or one of the adoptive parents. The purpose of the leave must be either to care for the child or to provide support for the child's mother or adoptive parent. This policy relates to a child whose expected week of childbirth (EWC) is after 6 April 2024 or whose placement date, or expected date of entry into Great Britain for adoption, is on or after 6 April 2024. For a child whose EWC or placement date is before this, please speak to your manager in order to discuss your rights regarding paternity leave.

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

Employees entitled to take paternity leave are entitled to two weeks of leave, which can be taken as two consecutive weeks, or two non-consecutive blocks of one week.

Paternity leave cannot start before a child is born or placed and must be taken at some stage within the first year following birth or adoption (except when the child is born prematurely in which case the leave must be taken within the 52 weeks following the expected week of childbirth).

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

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

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

## 4.5 Parental Leave

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

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

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

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

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

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

## 4.6 Shared Parental Leave

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

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

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

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

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

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

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

#### **4.7 Keeping in Touch Days/Shared Parental Leave Days**

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

KIT days and SPLIT days are entirely voluntary and employees will not be required to take part, nor is the Association under any obligation to arrange for KIT or SPLIT days.

Payment, or equivalent paid time off in lieu for working on such days, will be as agreed between the Association and the employee at the time the KIT or SPLIT day is arranged, but will be deemed inclusive of any statutory pay entitlement and will not be less than the national minimum wage.

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

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

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

#### **4.9 Homeworking and Hybrid Working Policy**

We support homeworking in appropriate circumstances, either occasionally (to respond to specific circumstances or particular tasks) or on a regular (full or part-time) basis. Homeworking can also be a means of accommodating a disability and can be requested as a means of flexible working under our Flexible Working Policy. If you are permitted to work from home, you must comply with this policy.

We recognise that there are a number of homeworking arrangements that you may request, and that these arrangements may be requested as part of a flexible working application, such as:

- a) working from home as your main place of work;
- b) working from home on a part-time basis on fixed days of the week; or
- c) splitting your working time between the workplace and your home subject to business factors and manager approval.

If you want to vary your working arrangements so that, either permanently or temporarily, you work from home for all or part of your working week, you will need to make a flexible working request in accordance with our Flexible Working Policy. Any request to work from home must meet the needs of our business as well as your needs.

A hybrid working arrangement is an informal flexible working arrangement which allows you to split your working time between the workplace and an agreed remote working location, such as your home. Hybrid working arrangements will differ depending on the nature of your role, duties and responsibilities and so are discretionary and subject to agreement in writing with your line manager. Any hybrid working arrangement is subject to you spending a minimum of such proportion, as agreed in writing with your line manager, of your work time working from your workplace. Your remaining working time may be worked from your workplace or your remote working location, as agreed in writing with your line manager.

Any agreed hybrid working arrangement is subject to the requirement for you to attend the workplace on our reasonable request, to accommodate the needs of our business, such as to attend training or meetings. All hybrid working arrangements are subject to ongoing review and may be modified for reasons including a change in business needs or performance concerns.

**Employees will be provided with one set of equipment only, which is to be transferred between the workplace and home as needed. Employees working from home or on a hybrid basis will not be supplied with two sets of equipment.**

**Laptops and other equipment provided by the organisation must be used strictly for work purposes only. Personal use of Association laptops or devices is strictly prohibited. Only equipment that has been authenticated and approved by the organisation may be used for work-related activities. The use of unauthorised personal devices for work purposes is not permitted.**

### **Conditions Necessary for Homeworking/Hybrid Working**

Not all roles and not all jobs are suitable for homeworking/hybrid working. You should not assume that a flexible working application to work from home will automatically give you the right to amend your working hours or any other aspect of your working arrangements.

A request for homeworking or hybrid working is unlikely to be approved, on either an occasional or permanent basis, if:

- a) you need to be present in the workplace to perform your job (for example, because it involves a high degree of personal interaction with colleagues or third parties, or involves equipment that is only available in the workplace);
- b) your most recent appraisal identifies any aspect of your performance as unsatisfactory;
- c) your line manager has advised you that your current standard of work or work production is unsatisfactory;
- d) you have an unexpired warning, whether relating to conduct or performance; or
- e) you need training or supervision to deliver an acceptable quality or quantity of work.

If you wish to apply to work from home or are working under a hybrid working arrangement, you will need to be able to show that you can:

- a) have a suitable working environment at your home that enables you to carry out your role effectively;
- b) continue to work the hours required by your contract of employment;
- c) work independently, motivate yourself and use your own initiative;
- d) manage your workload effectively and complete work to set deadlines;
- e) identify and resolve any new pressures created by working at home;
- f) adapt to new working practices, including maintaining contact with your line manager and colleagues at work;
- g) make arrangements for the care of any children or other dependants when you are working from home; and
- h) determine any resulting tax implications for yourself.

The use of Association laptops and equipment is strictly limited to work-related activities. Personal use is not permitted under any circumstances. Only equipment that has been authenticated and approved by the Association may be used for Association

### **Location**

If a homeworking arrangement is in place, you will be required to work from your home address. If you wish to work from a different location at any time, you will need to agree this with your line manager in advance and that request is subject to their written approval.

Under a hybrid working arrangement, your primary remote working location should be agreed with your line manager in advance and is subject to their written approval. Your primary remote working location must be within commuting distance of your workplace unless written approval has been provided by your line manager. You will be required to finance any travel and/or related expenses incurred when travelling to and from your remote working location and your workplace.

### **Management, Training and Workplace Attendance**

Your line manager will remain responsible for supervising and assessing you in the same way as staff based in the workplace and will agree the best way to appraise your performance and provide ongoing supervision in a remote way. Your line manager will regularly review your working arrangements and take steps to address any perceived problems. They will ensure that you are kept up to date with any changes to the workplace or information relevant to your work.

You will be subject to the same performance measures, processes and objectives that would apply if you worked permanently in the workplace.

If you receive an unsatisfactory grade in an appraisal or informal review, or are subject to a written warning for any reason, your homeworking/hybrid working arrangements may be terminated immediately, in which case you will be expected to return to work in the workplace.

You will be provided with the same opportunities for training, development and promotion as provided to staff based in the workplace. If your working arrangements will impact on your ability to apply for certain roles, your line manager will discuss this with you to ensure that you are not denied any opportunity unfairly.

You agree to attend the workplace or other reasonable location for meetings, training courses or other events which we expect you to attend.

You understand that when you do attend the workplace, you may have to hot desk or share a desk with someone else.

## **Health And Safety**

When working at home, you have the same health and safety duties as other staff. You must take reasonable care of your own health and safety and that of anyone else who might be affected by your actions and omissions. You must attend our usual health and safety courses, read the Health and Safety Policy, which is on the Website and undertake to use equipment safely.

To identify any potential health and safety hazards in the home and take appropriate steps to minimise risk, we retain the right to carry out a health and safety risk assessment (either remotely or by arranging a home visit) before or shortly after you begin homeworking. We will contact you to arrange completion of the risk assessment. The need for these inspections will depend on the circumstances, including the nature of the work you undertake.

You must not have meetings in your home with customers or give customers your home address or telephone number.

You must ensure that your working patterns and levels of work when working at home are not detrimental to your health and wellbeing. If you have concerns about your health or wellbeing arising as a result of your workload or working pattern, you should inform your line manager without delay so that we can discuss measures to deal with this.

You must use your knowledge, experience and training to identify and report any health and safety concerns to your line manager.

## **Equipment and Suitable Workspace**

We will provide the equipment that we consider you reasonably require to work from home. We will make all necessary arrangements for and bear the cost of installing, maintaining, repairing or replacing (where necessary), and removing equipment from your home. Where equipment is provided, it remains our property and you must:

- a) ensure it is only used by you and only for the purposes for which we have provided it;
- b) take reasonable care of it and use it only in accordance with any operating instructions and our policies and procedures;
- c) make it available for collection by us or on our behalf when requested to do so; and
- d) not use any personal device or computer for work.

When travelling between your remote working location and your workplace, you agree to keep equipment provided by us secure at all times.

On termination of your homeworking/hybrid working arrangement or on termination of your employment, you must return all equipment provided by us. Where necessary, we may need to arrange a home visit to reclaim equipment and will contact you to make the appropriate arrangements.

It is your responsibility to ensure that you have a suitable workspace at home with adequate lighting for working from home. We are not responsible for the associated costs of you working from home, including the costs of heating, lighting, electricity, broadband internet access, mobile or telephone line rental, or calls.

If you have a disability, you should inform us if you require any specialised equipment to work from home comfortably.

You will be provided with a single set of IT equipment for your role, which is to be used both at home and in the workplace as required. Separate sets of equipment will not be issued for home and work use. It is your responsibility to transport and care for the equipment to ensure it is available for work wherever you are based.

### **Insurance Requirements**

We are responsible for taking out and maintaining a valid policy of insurance covering any equipment we provide against fire, theft, loss and damage throughout your employment.

We are not liable for any loss, injury or damage that may be caused by any equipment that is not provided by us but required by you to work from home.

You are responsible for ensuring that working from home will not invalidate the terms of your home insurance. You should ensure that you check your home insurance policy before commencing homeworking and inform your home and contents insurance provider of your working arrangements as required.

You should check the terms of your mortgage, lease or rental agreement before commencing working from home to ensure this does not breach any of the terms. It is your responsibility to inform your bank, mortgage provider or landlord that you are working from home and seek any necessary approval before commencing homeworking.

When you are working at or from home, you are covered by our insurance policy. Any accidents must be reported immediately to your line manager in accordance with our Health and Safety Policy.

### **Data Security and Confidentiality**

Your line manager must be satisfied that you are taking all reasonable precautions to maintain confidentiality of material in accordance with our requirements.

You are responsible for ensuring the security of confidential information in your home and when travelling to and from your workplace. You must not use your personal computer equipment for storing any confidential information.

When working from home, you undertake to:

- a) change your password every month and comply with our instructions relating to password security;
- b) use our designated multi-factor authentication;
- c) comply with our instructions relating to software security and to implement all updates to equipment as soon as you are requested to do so;
- d) [
- e) send work-related emails and messages through our designated communication facilities;
- f) share data only through our designated systems
- g) make all work-related calls through our designated video-conferencing software;
- h) maintain a private space for confidential work calls;
- i) ensure that any display screen equipment is positioned so that only you can see it or a privacy screen is used;

- j) lock your computer terminal whenever it is left unattended;
  - k) ensure no one else in your home has access to confidential information stored on [our equipment **OR** your personal computer or other devices;
  - l) ensure any wireless network used is secure;
  - m) keep all papers containing confidential information in filing cabinets that are locked when not in use, and ensure that no one else in your home has access to those papers; and
  - n) shred or otherwise dispose securely of confidential information when it is no longer required and at all times comply with our instructions on document retention.
- o) To comply with data protection obligations, you will only store or process Association data or personal data on equipment which has been provided by or authorised by us.

To comply with data protection legislation, we retain the right to conduct a data protection impact assessment (DPIA) to assess the risks involved with data processing in the home. Where this is necessary, we will contact you to arrange the DPIA.

If you discover or suspect that there has been a data breach or an incident involving the security of information relating to us, our clients/customers, or anyone working with or for us, you must report it immediately to your line manager.

### **Termination Of Homeworking or Hybrid Working Arrangement**

We reserve the right to terminate your homeworking or hybrid working arrangement, for example, due to a change in business needs, performance concerns or if your role changes such that homeworking or hybrid working is no longer suitable, subject to [4 weeks' notice].

If you want to terminate your homeworking or hybrid working arrangement, you must give your line manager 4 weeks' notice to allow us to arrange a desk space for you in the workplace and collect any equipment that is no longer required.

## **4.10 Neonatal Care Leave**

This policy is intended to reflect the statutory provisions and provides guidelines only. If there is any conflict between this policy and the statutory provisions, the latter will prevail.

Employees are entitled to statutory neonatal care leave (SNCL) if a child born on or after 6 April 2025, for whom they have parental responsibility, is receiving, or has received, "neonatal care" which started within 28 days of birth and has lasted for seven full consecutive days, not counting the day on which the care starts (and in adoption cases, not counting any time spent in neonatal care before being placed/entering GB) (the "qualifying period"). "Neonatal care" means medical care in hospital or any continuing hospital outpatient care (including monitoring and home visits from healthcare professionals directed by a consultant and arranged by the hospital), or palliative/end-of-life care. The SNCL must be taken for the purpose of caring for the child (save for a subsequent bereavement).

SNCL can be taken in weekly blocks for every uninterrupted week their child received neonatal care, starting no earlier than the day after the qualifying period (as above), up to a maximum of 12 weeks, and must be taken within 68 weeks of the birth. So, for the first week of SNCL taken, the earliest it can start is on day 9 of being in neonatal care.

Up until the 7th day after the child stops receiving neonatal care (including if it stops but starts again within 28 days of birth and providing the qualifying period is met), the weekly blocks can be taken either continuously or non-continuously. After that, the weekly blocks must be taken continuously.

## **Notification**

Up until the 7th day after the child stops receiving neonatal care you only need to give notice to us to take SNCL before you are due to start work on the first day of each week of leave or, where this is not possible, as soon as reasonably practicable. If you have already started work, then officially your SNCL period will start on the following day.

When giving notice you must specify: the child's date of birth; in adoption cases, the date of placement or the date the child entered GB; the date(s) the child started to receive neonatal care; if it stopped, the date(s) it ended; the date(s) you wish SNCL to begin and how many weeks for; confirmation you are taking the leave to care for the child; and if it is the first notice for that child, confirmation you meet the eligibility requirements as to family relationship with the child.

Where the neonatal care is ongoing, you must notify us of the date the care ends, as soon as is reasonably practicable. If the child starts to receive neonatal care again, you must notify us of the start date and the end date, as soon as reasonably practicable in each case.

You can give the above notice by telephone or by email or by letter. However, if telephoning, it would be helpful if it was subsequently put in writing at least within 28 days of the first day of your SNCL in order to maintain an accurate record of what is being requested, and in any event must be done so if claiming statutory neonatal care pay (see below).

After 7 days after the child stops receiving neonatal care, you need to give us at least 15 days notice if you want to take a single week of SNCL, or at least 28 days notice if you want to take two or more consecutive weeks' of SNCL. The notice must be in writing and specify the same information as set out above. You can cancel it and/or rebook it with the same amount of notice.

## **Neonatal Care Pay**

To qualify for statutory neonatal care pay (SNCP) during SNCL, you must have average weekly earnings of at least the lower earnings limit and at least 26 weeks' continuous employment by the end of the relevant week, which is: the 15th week before the expected week of childbirth (in birth and surrogacy cases); the week in which the adoption agency or local authority notified you of a match (in UK adoption cases); or the week before the neonatal care starts (in any other case). You will already meet these criteria if you have qualified for statutory maternity/paternity/adoption/shared parental pay. It is paid at the same rate as statutory paternity pay, which is subject to change every year. You can check the most up-to-date figure with your line manager.

Up until the 7th day after the child stops receiving neonatal care, to claim SNCP you must give notice in writing stating the week(s) in respect of which the payments are to be made and with the same information specified as when claiming SNCL, within 28 days of starting any period of SNCL you are claiming SNCP for. You can provide this information at the same time as giving notice to take SNCL, so long as it is in writing.

After 7 days after the child stops receiving neonatal care, to claim SNCP you must give us the same amount of notice and same information, in writing, as you must give if you want to take SNCL and state the week(s) in respect of which payments are to be made.

## **Interaction with other family leave**

SNCL is in addition to other forms of statutory leave, so long as it is taken within 68 weeks of the child's birth. So, for example, if you are taking maternity / adoption / paternity leave, you may add a period of SNCL onto the end of that leave. It acts as a "top up" to give back an amount of statutory family leave that an employee has effectively lost while their child is receiving neonatal care.

If your SNCL is interrupted by the start of another pre-booked period of statutory family leave (such as paternity leave, parental leave or shared parental leave) then the interrupted SNCL period will resume straight away after the end the other leave, provided the neonatal care is still ongoing or has ended within the last week. If the neonatal care ended more than a week ago, the remainder of the interrupted NCL must be taken consecutively with any further period of NCL that you are intending to take. Also, if the neonatal care ended more than a week ago and you want to book NCL, you should ensure that it will not be interrupted by the start of another period of family leave you have booked.

# 5

## HOW WE RESOLVE ISSUES

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

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

### 5.1 Performance Improvement Procedure

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

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

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

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

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

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

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

#### **Stage One**

The employee's manager will inform them of the nature of the problem and confirm this in writing. The employee will be invited to a formal performance management hearing to

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

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

### **Performance Improvement Plan**

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

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

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

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

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

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

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

### **Review**

At the end of the PIP the employee's performance will be reviewed. If satisfactory progress has been made the employee will be notified of this fact in writing. If the manager feels that progress has been insufficient then they may decide to extend and/or amend the PIP to such extent as seems appropriate. Alternatively, the manager may refer the matter to a meeting under Stage Two of this procedure.

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

## Stage Two

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

The hearing will be conducted by a member of the senior management team.

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

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

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

## Stage Three

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

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

The hearing will be conducted by an appropriate manager.

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

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

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

## Appeals

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

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

### **Redeployment**

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

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

## **5.2 Sickness Absence Procedure**

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

The Association reserves the right not to follow these procedures in full for employees who are within their first two years of employment with the Association.

### **Short-term Absence**

Where an employee's sickness absence record results in a Bradford Factor score that the Association exceeds 100, the employee will be spoken to informally and may have specific attendance targets set. The employee will be advised that if these targets are breached, they will be invited to a meeting to discuss their attendance.

Alternatively, any employee whose Bradford Factor score reaches or exceeds the trigger point set by the Association within a rolling twelve-month period will be invited to a meeting to discuss their attendance.

The meeting will usually be conducted by the employee's line manager, and the employee will have the right to be accompanied by a fellow employee or trade union official, in accordance with the provisions set out in the performance management procedure.

At the meeting, the employee will be asked to explain the reasons for their level of absence. Where there is any indication that the absences are due to an underlying medical condition, the matter may instead be dealt with under the long-term absence procedure. The Association may also seek medical evidence from the employee's GP or from an occupational health specialist, in which case the meeting will be adjourned pending the outcome of such an assessment.

Subject to any medical evidence, the manager conducting this first-stage meeting may decide to issue a warning, setting out the Association's expectations regarding attendance and specifying the level of improvement required. A review period will normally be set, ranging from one month to twelve months depending on the circumstances and the employee's Bradford Factor score.

If the employee's attendance does not improve to the extent required, and their Bradford Factor score remains above the required threshold at any stage in the review period, they may be invited to attend a second-stage meeting. The meeting will again be conducted by the line manager, and the employee will again have the right to be accompanied.

This meeting may result in an extension of the review period, or the issuing of a final written warning requiring the employee's attendance to improve, and setting out the expected level of improvement over a specified period of up to one year.

If the employee does not meet the required improvement in their attendance, as measured by their Bradford Factor score, and there is no underlying condition for which reasonable adjustments could be made, they may be dismissed. A final meeting will be held, conducted by a manager with authority to dismiss; the employee will have a right to be accompanied and to make representations before any decision is made.

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

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

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

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

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

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

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

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

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

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

### 5.3 Disciplinary Procedure

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

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

#### Definition of Misconduct

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

#### Definition of Gross Misconduct

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

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

- Theft;
- Fraud, forgery or other dishonesty, including fabrication of expense claims and time sheets;
- Unlawful discrimination, harassment, including sexual harassment, or victimisation;
- Refusal to carry out reasonable instructions;
- Violent or intimidating behaviour;
- Wilful damage to property;
- Causing loss, damage or injury through serious negligence;
- Serious misuse of our property or name;
- Serious insubordination;
- Reckless behaviour posing a risk to health and safety;
- Any act or omission constituting serious or gross negligence/or dereliction of duty;
- Sleeping on duty;
- Bringing the organisation into serious disrepute;

- Unauthorised use or disclosure of confidential information or failure to ensure that confidential information in your possession is kept secure;
- Recording audio and/or video of any meeting, conversation or discussion with another person or people without the express prior consent of the person or people being recorded;
- Making untrue allegations in bad faith against a colleague;
- Making a disclosure of false or misleading information under our Whistleblowing Policy maliciously, for personal gain, or otherwise in bad faith;
- Repeatedly working from home contrary to the terms of your employment contract and without the prior written approval of management;
- Failing to work your contractual hours while working from home or as part of a hybrid working arrangement, or giving false or misleading information relating to your hours of work and activities while working from home;
- Any illegal act during working time or on Association premises; and
- Any act described as gross misconduct elsewhere in this handbook.

### **Dishonesty**

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

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

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

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

If you believe that you have been instructed to do something that does not fall within your duties or which is in some other way unreasonable then the appropriate way of dealing with this is to raise a grievance under the grievance procedure (see Section 5.4). However, doing so will not prevent a refusal to carry out an instruction from amounting to gross misconduct if it is found to have been a reasonable one in all the circumstances.

### **Informal Action**

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

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

### **Investigation**

If it is alleged that you have committed misconduct, an appropriate investigation will be carried out aimed at gathering all of the relevant evidence. You may be interviewed as

part of this investigation and will have the opportunity to point the investigator towards any evidence that you feel is relevant. The right to be accompanied (see below) does not apply to any investigatory interview.

## **Suspension**

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

## **Hearing**

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

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

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

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

## **The Right to be Accompanied**

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

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

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

## **Evidence**

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

## **Disciplinary Action**

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

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

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

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

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

## **Dismissal**

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

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

## **Appeal**

An employee may appeal against the outcome of a disciplinary hearing by doing so in writing stating your full grounds of appeal within one week of being notified of the

outcome. The person to whom an appeal should be directed will be detailed in the disciplinary outcome letter. An appeal hearing will be convened and conducted by an appropriate member of the senior management team.

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

### **Employee Absence**

It is important that disciplinary issues are dealt with promptly. The Association may therefore need to proceed with a disciplinary hearing even if the employee is absent due to ill health or simply does not attend. Before hearing the matter in an employee's absence, the Association will attempt to arrange the hearing in such a way that the employee will be able to attend or to submit written representations to the hearing and/or to arrange for an appropriate representative to attend the hearing on their behalf.

## **5.4 Grievance Procedure**

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

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

- a. terms and conditions of employment;
- b. health and safety;
- c. work relations;
- d. bullying and harassment;
- e. new working practices;
- f. working environment;
- g. organisational change; and
- h. discrimination.

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

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

### **Raising a Grievance**

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

A grievance will normally be dealt with by your line manager and should be addressed to them directly. Where the grievance is directly concerned with your line manager's behaviour, however, you should submit your grievance to another member of the

management team who will arrange for somebody who is not directly involved in the issue to deal with it.

### **Grievance Hearing**

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

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

### **Allegations of Misconduct**

Where an employee is making allegations of misconduct on the part of other employees then the Association may need to carry out an investigation into the allegations and pursue the matter through the disciplinary procedure. Where this happens the grievance will be held over until the disciplinary process has been concluded and it may not be possible for the Association to provide you with specific detail in relation to what disciplinary action, if any, has been taken.

### **Relationship with Other Procedures**

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

### **Appeals**

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

# 6

## EQUAL OPPORTUNITIES, DIVERSITY & INCLUSION

### 6.1 Equal Opportunities Statement

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

We are fully committed to:

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

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

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

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

You should draw to the attention of your line manager any suspected discriminatory acts or practices or suspected cases of harassment. You must not victimise or retaliate against an employee who has made allegations or complaints of discrimination or harassment or who has provided information about such discrimination or harassment.

Such behaviour will be treated as potential gross misconduct. Employees should support colleagues who suffer such treatment and are making a complaint.

## **Discrimination**

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

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

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

## **Our Commitment**

### **Recruitment**

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

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

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

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

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

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

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

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

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

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

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

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

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

We are committed to equal pay in employment. We believe our male and female employees should receive equal pay for like work, work rated as equivalent or work of equal value. In order to achieve this, we will endeavour to maintain a pay system that is transparent, free from bias and based on objective criteria.

### **Disabilities**

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

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

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

## **6.2 Menopause Policy**

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

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

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

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

### **Open Conversations**

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

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

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

Line managers should be ready to have open conversations with staff about menopause and what support is available. These conversations should be treated sensitively and any information provided should be handled confidentially and in accordance with our Data Protection Policy.

### **Risk Assessments**

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

### **Support and Adjustments**

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

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

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

If you need additional support, you also have access to our confidential employee assistance programme through Wisdom. - We recommend that all employees install the Wisdom app on their personal device. Your line manager can provide you with the relevant code.

## **6.3 Harassment and Bullying**

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

It covers harassment and bullying by staff (which may include consultants, contractors and agency workers) and also by third parties such as clients, customers, suppliers or visitors to our premises.

We have carried out an assessment to assess the risk of sexual harassment (including third party sexual harassment) occurring in our workforce, including in different roles the steps we could take to reduce those risks and which of those possible steps are reasonable. This risk assessment will be reviewed regularly.

## What is harassment?

Harassment is any unwanted physical, verbal or non-verbal **conduct** that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to harassment. Harassment can occur whether or not it is intended to be offensive, as it is the effect on the victim which is important, not whether or not the perpetrator intended to harass them. Harassment or bullying is unacceptable even if it is unintentional.

Unlawful harassment may involve **conduct**:

- **related to a protected characteristic** of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation;
- of a sexual nature (**sexual harassment**); or
- of **treating someone less favourably because they have submitted, or refused to submit to, sexual harassment or harassment related to sex or gender reassignment** e.g. where a manager gives a junior employee a poor performance review because they rejected the manager's sexual advances.

Harassment is unacceptable even if it does not fall within any of these categories.

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

- a. racist, sexist, homophobic or ageist jokes, or derogatory or stereotypical remarks about a particular ethnic or religious group, religion or belief, or gender;
- b. disclosing or threatening to disclose someone's sexual orientation or gender identity against their wishes;
- c. offensive e-mails, text messages or social media content; or
- d. mocking, mimicking or belittling a person's disability.

Sexual harassment does not need to be sexually motivated; it only needs to be sexual in nature and may include (this is a non-exhaustive list), for example:

- a. unwanted physical conduct or "horseplay", including touching, pinching, pushing and grabbing;
- b. continued suggestions for sexual activity after it has been made clear that such suggestions are unwelcome;
- c. sending or displaying material that is pornographic or that some people may find offensive (including emails, text messages, video clips and images sent by mobile phone or posted on the internet);
- d. unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless);
- e. intrusive questions about a person's private or sex life or a person discussing their own sex life; or
- f. sending sexually explicit e-mails or text messages or sexual posts/contact on social media.

A person may be harassed even if they were not the intended "target". For example, a person may be harassed by racist jokes about a different ethnic group if the jokes create an offensive environment; or sexually harassed by pornographic images displayed on a colleague's computer in the workplace.

## What is victimisation?

Victimisation includes subjecting a person to a detriment because they have done, or are suspected of doing or intending to do, any of the following protected acts:

- a. Bringing proceedings under the Equality Act 2010.
- b. Giving evidence or information in connection with proceedings under the Equality Act 2010.
- c. Doing any other thing for the purposes of or in connection with the Equality Act 2010.
- d. Alleging that a person has contravened the Equality Act 2010.

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

- a. Denying someone an opportunity because it is suspected that they intend to make a complaint about harassment/sexual harassment.
- b. Excluding someone because they have raised a grievance about harassment/sexual harassment.
- c. Failing to promote someone because they accompanied another staff member to a grievance meeting.
- d. Dismissing someone because they gave evidence on behalf of another staff member at an employment tribunal hearing.

**Harassment/sexual harassment and victimisation are unlawful and will not be tolerated.** The law requires employers to take reasonable steps to prevent sexual harassment of workers in the course of their employment. All staff are encouraged to report any harassment/sexual harassment or victimisation they are a victim of, or witness, in accordance with this policy. Harassment/sexual harassment or victimisation may lead to disciplinary action up to and including dismissal without notice if they are committed:

- a. In a work situation.
- b. During any situation related to work, such as at a social event with colleagues.
- c. Against a colleague or other person connected to us outside of a work situation, including on social media.
- d. Against anyone outside of a work situation where the incident is relevant to your suitability to carry out your role.

We will take into account any aggravating factors, such as abuse of power over a more junior colleague, when deciding the appropriate disciplinary action to take.

If any harassment/sexual harassment or victimisation of staff occurs, we will take steps to remedy any complaints and to prevent it happening again. Action may include updating relevant policies, providing further staff training and taking disciplinary action against the perpetrator.

## What is third-party harassment?

Third-party harassment occurs where a person is harassed/sexually harassed by someone who does not work for, and who is not an agent of, the same employer, but with whom they have come into contact during the course of their employment. Third-party harassment could include, for example, derogatory comments about a person's age, disability, pregnancy, colour, religion or belief, sex or sexual orientation, or unwelcome sexual advances, from a client, customer, supplier or visitor visiting the employer's premises, or where a person is visiting a client, customer or supplier's premises or other location in the course of their employment.

While an individual cannot bring a claim for third-party harassment alone, it can still result in legal liability when raised in other types of claim and will not be tolerated. The law requires employers to take reasonable steps to prevent sexual harassment by third parties. All staff are encouraged to report any third-party harassment they are a victim of, or witness, in accordance with this policy. Any harassment by a member of staff against a third-party may lead to disciplinary action up to and including dismissal.

### **What is bullying?**

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

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

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

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

### **If you are being harassed/sexually harassed/victimised/bullied**

If you are being harassed/sexually harassed/victimised/bullied, consider whether you feel able to raise the problem informally with the person responsible. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult or embarrassing, you should speak to your line manager (or another manager where it concerns them) who can provide confidential advice and assistance in resolving the issue informally or formally. If informal steps are not appropriate, or have not been successful, you should raise the matter formally under our **Grievance Procedure** and it will be dealt with under that procedure, taking into account the below.

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

If the harasser or bully is a third party such as a customer, supplier or other visitor, we will consider what action may be appropriate to protect you and other staff pending the outcome of the investigation, bearing in mind the reasonable needs of the business and the rights of that person. Where appropriate, we will attempt to discuss the matter with the third party.

Once the investigation is complete, we will inform you of our decision. If we consider that there is a case to answer and the harasser or bully is an employee, the matter will be dealt with under the Disciplinary Procedure as a case of possible misconduct or gross misconduct. The outcome of our investigation may be put on hold while disciplinary action is taken. Where the disciplinary outcome is that harassment/sexual

harassment/victimisation/bullying occurred, prompt action will be taken to address it. We will also consider what additional measures need to be taken to prevent future sexual harassment of staff.

Whether or not your complaint is upheld, we will consider how best to manage any ongoing working relationship between you and the person concerned.

### **Protection and support for those involved**

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

If you need additional support, you also have access to our confidential employee assistance programme through Wisdom. - We recommend that all employees install the Wisdom app on their personal device. Your line manager can provide you with the relevant code.

Support and guidance can also be obtained from the following external services:

- a. The Equality Advisory and Support Service ([www.equalityadvisoryservice.com](http://www.equalityadvisoryservice.com)).
- b. Protect ([www.protect-advice.org.uk](http://www.protect-advice.org.uk)).
- c. Victim support ([www.victimsupport.org.uk](http://www.victimsupport.org.uk)).
- d. Scottish Women's Rights Centre (Scotland) ([www.scottishwomensrightscentre.org.uk](http://www.scottishwomensrightscentre.org.uk)).

### **Record-keeping**

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

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

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

### **Breaches of this Policy**

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

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



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

**Related Policies**

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

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

**EMPLOYEE HANDBOOK RECEIPT**

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

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

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

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

Received by ..... (Employee)

Signed .....

Date .....