

BLAIRTUMMOCK & ROGERFIELD OPPORTUNITIES

CONDITIONS OF SERVICE



April 2015

Welcome!

I am very glad that you have chosen to work for Blairtummock & Rogerfield Opportunities.

As you know we are an important organisation in the field of Social Housing & Community Regeneration. We have a very good reputation and our aim is to maintain and improve this, whilst still remaining financially successful. We want to grow wherever we can and need good people to help us do this. So we try and offer a good working environment, stimulating challenges and decent Conditions.

We hope you will enjoy working for us and that your career with Blairtummock & Rogerfield Opportunities will be long and productive.

This document sets out your Conditions of Service.

If you are in any doubt over the meaning of any part of this document, just speak to your line manager who will be delighted to help you.

From time to time, the Board of Directors may vary any of the elements of your Conditions of Service. Such changes will be notified to you in writing.

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A. HOURS, HOLIDAYS AND OTHER BENEFITS

A.1 Hours of work and pay arrangements

If you are full time with us you will work 37.5 hours a week, spread over 5 equal 7 hour days. If your job is part—time your weekly hours will be as we set out in your letter of appointment. Arrangements for breaks during the working day will depend on your hours and shift pattern, again your appointment letter should give full details. And you can check these things with your line manager at any time.

We want you to be responsible in the way you approach timekeeping. It is very important to us and we know you will want to help us offer a good service by attending work on time.

From time to time we might ask you to work extra hours. We will do our best to give you reasonable notice of this, but occasionally we may have to deal with unforeseen peaks of work or other operational problems. You don't have to work extra hours, but if you do we will give you time off in lieu at a mutually suitable time. In exceptional cases we may decide to pay you for the extra hours you have worked instead. Where we do this you will receive plain time for all hours worked up to 37.5 in any one week. Hours above that level will be paid at time and a half.

We don't want our people working too many hours and will try and keep the need for any overtime working to a minimum.

If for any reason we ask you to cover another job we will discuss with you whether any responsibility allowance will be paid.

A.2 Holidays

We offer 7 weeks paid leave (including annual leave and public holidays) each year, which equates to 35 days for full time staff.

Our holiday year runs from 1st April – 31st March and if you join us part way through a leave year, your leave entitlement will be calculated accordingly on a part year basis. To do this simply divide the full year entitlement by 52 then multiply this by the number of full weeks remaining in the leave year. We always round this to the nearest half day.

When you leave us we will use the same method to work out whether we owe you — or you owe us any balance of annual leave. If we owe you we will pay this in your last salary, and will deduct it if you owe us.

We do not routinely allow you to carry leave forward from one year to the next and expect you to work with your manager in making sure you take all your holiday entitlement each year. In exceptional cases we will consider requests for carrying over leave but are not bound to accept these.

As part of your total leave, we have set the following days as public holidays:

List of local holidays:

Easter – Good Friday & Easter Monday

May Day – Monday

Spring Holiday – Friday & Monday

Glasgow Fair – Friday & Monday

September Weekend – Friday & Monday

Christmas – three days

New Year – three days

These are included in your total leave entitlement. If you are off on any public holiday then the appropriate hours will come off your entitlement but if you work, they will remain there for you to use at some other mutually convenient time.

A.3 Special Leave

We will consider requests for leave other than holidays that come up from time to time. The list below shows you the sort of things we will consider:

Bereavement

If someone very close to you dies we will consider giving you up to three days paid leave. We will also try and be sympathetic if you need more days off — though we cannot pay you for any extra days we approve.

Domestic Emergencies

Again if you suffer a domestic crisis we will try and be sympathetic in considering unpaid time off for you to attend to the matter.

Medical Treatment

We will give you time off with pay to attend emergency and routine appointments so long as we are satisfied you have done your best to try and arrange these outwith your normal working hours first.

Jury Service

If you are called to perform jury duty we expect you to claim the loss of earnings allowance from the court. We will of course pay you the difference to make your pay up to its normal level.

Public Duties

If you are elected to public office we will provide unpaid leave for all reasonable time off requests you make.

Family Emergencies

We will be as sympathetic as we can if you ask us for any other unpaid leave to deal with family emergencies not otherwise mentioned above. The sort of things that might come up could include:

- helping a dependant who falls ill, gives birth or is injured
- making care arrangements for a dependant
- consequences arising from the death of a dependant
- unexpected disruption to care arrangements of a dependant
- having to deal with incidents which disrupt the education of your child

If we offer you unpaid leave for this type of situation we will only cover the time it takes for you to make arrangements to deal with the emergency — we can't give leave for you to remain with the situation and provide ongoing attention to it.

A.4 Giving us notice

We need you to give us 4 weeks notice if you are planning to leave your job. For some of our more senior staff we will need 12 weeks notice. Your letter of appointment will give details.

The notice we need to give you will depend on how long you have worked for us. We give one week's notice for every full year you have worked for us up to a maximum of 12 weeks in total. Sometimes it may be more suitable if we give you a payment in lieu of notice due rather than have you work your notice.

There are different arrangements on periods of notice where your leaving us is down to redundancy, certain forms of dismissal or retirement. These arrangements are shown later.

A.5 Travel & subsistence

We don't cover the cost of travel to and from your normal place of work. If we occasionally ask you to travel elsewhere as part of your job we will pay the normal public transport rate to and from these locations. Any other form of transport will need to be agreed with your line manager in advance of the journey. If we agree to your using your own car to travel on business we will have you sign a form confirming that your insurance policy covers this type of activity. We don't provide help with the cost of motor insurance or with the cost of car purchase and any mileage allowance we pay will always mirror the current Inland Revenue Fixed-Profit Levels — thus ensuring we can pay you this without tax on national insurance deductions.

For longer journeys and/or overnight stays we will discuss the arrangements with you before you leave. Any hotel bills and incidental expenses you have to pay whilst out on business need to be supported by a receipt before we can consider reimbursing you. Check the policy for the limits we have set.

If we ask you to move to a new permanent base we will discuss any travel implications with you.

A.6 Pension Scheme & Retirement

Pension Scheme

We will automatically enroll you into a pension scheme at the date of auto-enrolment for the company.

Retirement

If you plan to retire we need you to give us the amount of notice we set out earlier, more if possible so that we can help you plan for your retirement. We have access to courses for pre-retirement and want all our people to get the benefit of these.

B. ABSENCE AND SICKNESS BENEFIT

B.1 Absence Procedures

We hope you keep good health whilst you work for us and we will do all we can to help you in this. If you fall ill and aren't able to come to work, let us know straight away. Do this by making personal contact with your line manager before you are next due to start work — or in extreme cases no later than an hour after you are due to start. If your line manager is not available you have to make personal contact with another manager of at least equal standing. If you do not follow this procedure we will consider your absence to be unauthorised. This means you will not be able to access company sick benefits and it may also lead us to treat the matter as a disciplinary issue.

You need to submit a Self Certificate Form each time you are off ill, and if your absence goes beyond seven consecutive days you will have to get a "Fit Note" from your doctor to cover any ongoing absence. If you don't get your Fit Notes in on time we will not be able to pay your sickness allowance. When you return we will meet with you and discuss your absence.

If your doctor ticks "may be fit for work" box, you will discuss any suggested adjustments with your line manager. We are not bound by your doctor's advice but we will endeavour to assist your prompt return to work. If however, we cannot reach the agreement about the adjustments then you will remain off sick. If we agree a phased return to work then the days that you are off within the agreed period with the same condition will count as one period of absence.

At any time, if we have concerns over your absences, we may ask your permission to get a Report from your General Practitioner. We also have an Occupational Health provider and we can refer you there for examination at any time without your permission. These facilities and arrangements help us assist you in better maintaining a good level of attendance.

B.2 Sickness Benefit

The Sickness Benefit available to you when ill is in two parts.

Statutory Sick Pay (SSP) is a Government Benefit, and so long as you qualify for this we will pay it on the Government's behalf for up to 28 weeks. If you do not qualify for SSP you may still be able to get some form of benefit from the Department of Social Security. Your line manager can assist you make enquiries in such circumstances.

Company Sick Pay is paid at our discretion and where paid it incorporates any SSP you are entitled to. We will withhold Company Sick Pay where we have concerns over your adherence to our absence reporting procedures and in other circumstances such as: your absence being due to a trade stoppage or strike; you are unable to attend work due to being in custody; or you have no remaining entitlement to Company Sick Pay. This is not a full list but generally we will pay Company Sick Pay unless we have serious concerns.

Company Sick Pay Entitlement

Continuous service on the day your sickness absence starts	Period of Full Pay
Less than 6 months	Nil
Between 6 months and 1 year	2 weeks
Between 1 and 2 years	4 weeks
Between 2 and 3 years	8 weeks
More than 3 years	12 weeks

If you return to work on a phased basis then you will be paid for the hours actually worked. Hours that you remain off sick will attract the statutory and occupational sick pay as per your eligibility and will be offset against your entitlement. Alternatively you can request annual leave, TOIL or unpaid leave to be used instead.

If your absence is caused by a third party against whom you make a successful claim we will require you to repay any Company Sick Payments we have made to you.

If you are ill when off on holiday we might consider treating that part of your leave as sick leave rather than holidays. For us to consider this we would need, as a minimum, you to produce a Doctor's Certificate covering the days you were ill.

If you are ill on a public holiday we'll pay you as normal and not deduct anything from your sick pay entitlement. In short you will be treated as having taken the public holiday as normal.

If your illness prevents you from taking your 20 days annual leave, we will carry over the remainder to the next holiday year.

C. CONDUCT AND PERFORMANCE

C1 Matters of Conduct

We need to make you aware of our expected standard of conduct whilst you work for us. If you don't adhere to these standards then we will consider treating any breaches under our disciplinary processes.

Our expectation of you is that you will:

- be honest in all dealings with us and others with whom we work
- at all times behave in a respectful and tolerant manner with colleagues, customers and other with whom we work
- not abuse our facilities
- not disclose confidential company information to third parties, media or on any social networking sites
- be frank and upfront about any commercial interests you may have in any business we deal with:
- not publish or profit from any work done within our organisation as this belongs to us until such time as we give permission for its use
- not accept any gift, favour or inducement from organisations or individuals with whom we work
- be loyal and ask our permission before taking up any other paid work — particularly if this in any way affects your ability to do your job for us
- follow our policies, procedures and aims regardless of any personal or political beliefs you may hold

Our separate "Code of Conduct" gives all the details and if you are in any doubt please speak to your line manager.

C.2 Discipline

We want you to maintain the highest possible standards of attendance, conduct and performance and our disciplinary processes are here to help you do this.

Informal Action

Most often you should expect us to try and deal with any minor difficulties in an informal manner first. Your line manager will speak to you and confirm any improvements sought/help on offer by way of an improvement note. This is not a formal "warning letter" — it is merely a simple confirmation of required action.

Formal Process

We will follow our formal process when attempts to have improvements dealt with under the informal process have not been successful. We will also use our formal process straight away for more serious matters.

In our formal disciplinary process we will follow these principles:

- We will not take any action without giving you the chance to state your case, and a reasonable investigation has taken place
- If we feel you may have committed a very serious breach of discipline we may suspend you on full pay whilst the matter is being investigated
- We do not normally dismiss anyone for a first offence — unless it is a very serious one
- If we ask you to attend a formal disciplinary hearing you can be accompanied by either a trade union representative or a workplace colleague
- We will give you as much information/documents relating to the matter as is possible for you to prepare for any formal meeting
- If we take action against you (other than to dismiss you) we will be clear on the improvement we are seeking and the timescale within which we want this to be achieved You will have a right of appeal if we take any action

We have three stages in our formal process:

First Stage — Written Warning / Performance Improvement Note

If you can't meet our standards after these having been discussed in our Informal Process, or if the matter is new but fairly serious, your supervisor/line manager will interview you at a formal meeting and you will be given the chance to offer an explanation. If this isn't satisfactory we will give you a First Written Warning or Performance Note. You will have a right of appeal to a more senior person above the level of the supervisor/line manager who issued the warning. A First Written Warning / Performance Note will remain in force for 12 months.

The sort of things we might issue this type of warning for include:

- Poor timekeeping and/or attendance
- Minor breaches of our policies
- Below expected performance of your duties

Second Stage — Final Written Warning

If you have a live Written Warning and continue to remain below our expected standards: or if the matter is new but very serious, your line manager/senior manager will interview you at a formal meeting and give you the chance to offer an explanation. If this isn't satisfactory we will give you a Final Written Warning. You will have a right of appeal to a more senior person above the level of the manager who issued the warning. A Final Written Warning will remain in force for 12 months and is a very serious stage.

The sort of things we might issue this type of warning for include:

- Deliberate misuse or damage of our property Intentional absence without our permission
- Not following our health and safety instructions
- Refusal to follow reasonable instructions
- Continuous misconduct or under-performance

Third Stage — Dismissal

If you have a live Final Written Warning and don't show a sustained improvement, or if we feel you may have committed an act of gross misconduct a senior manager will interview you at a formal meeting and give you the

chance to offer an explanation. If this isn't satisfactory we will normally dismiss you. If we do this we may dismiss with or without notice or payment in lieu of notice. Appeals against dismissal are heard by members of our Governing Body.

The sort of things we might consider to be gross misconduct include:

- Theft from us, your work colleagues or anyone we work with
- Fighting with or harassing a colleague or others we work with
- If you are under the influence of drink or drugs at work
- Any fraudulent act or misrepresentation of work records/information
- Serious misuse or damage of our property
- Deliberately accessing internet sites containing pornographic, offensive or obscene material
- Serious insubordination
- Bringing us into serious disrepute

All letters we write you confirming any of the above formal actions will clearly set out your right of appeal and how to access this. If you are not happy with action we have taken you need to raise an appeal within one week of receiving our letter. In turn we will ensure that an appeal meeting is arranged within a further two weeks. We will write to you after the hearing confirming our decision on your appeal.

You will not normally be able to use recording equipment during formal hearings and neither will we.

If the police or courts are involved in any case, we will not wait for any investigation/court proceedings to conclude but will conduct our own investigation and make decisions based on evidence available to us.

D. FAMILY FRIENDLY

D1 Maternity

General

If you fall pregnant you are able to get up to 52 continuous weeks off so long as you can satisfy a few conditions. This is split into 26 weeks of "Ordinary Maternity Leave" and a further 26 weeks "Additional Maternity Leave" (we show how your pay is worked out below). Before you take any Maternity Leave though, we will pay you in full for any time off you need to attend ante-natal care, so long as you show your line manager an appointment card.

All of the benefits set out below are available to you so long as your pregnancy doesn't end before the 24th week of pregnancy (if you successfully give birth before this time then you get the benefits anyway). You also get these benefits if a stillbirth happens less than 16 weeks before the Expected Week of Confinement (the formal phrase used to describe the date the baby is due is known as the Expected Week of Confinement — or EWC for short).

Notifying us that you have fallen pregnant

It helps if you tell your line manager as soon as you know you are pregnant. That way we can make sure you know all about your entitlements and the various in-house procedures we use to assist you.

By law, in order to gain your maternity benefits, you have to tell us no later than the end of the 15th week before the EWC. When you tell us you are pregnant you should also let us know your EWC and also confirm the date you want your leave to start. When you tell us this we also need a copy of your Maternity certificate which is known as a "Mat B1" form. You get this from your doctor or midwife, but they will not issue the certificate until you are at least 27 weeks pregnant. If you are in any doubt at all just ask your line manager what you need to do to ensure you get all that you are entitled to.

You can change your mind about the date you want your leave to start (even after you have notified us). To make sure this change is effective you have to write formally to your line manager giving at least 28 days notice of the new start date for your leave. But please be aware that you can only make this type of change any time in the 11 week period before your EWC.

When you notify us about the date you want your leave to start, we will write you a formal letter back within 28 days. In this we will set out the date we see the 52 weeks leave coming to and end. We will write this type of letter each time you change your start date. Just because we send this letter with an end date set down, it doesn't mean to say that you can't choose to come back to work before the "52" weeks. See the Return to Work rules below for more details on this.

Maternity Leave

Your maternity leave can start anytime within 11 weeks before your EWC.

It automatically starts if you give birth, even if this happens before the 11 week period mentioned. In this type of case we need you to let us know that you have given birth as soon as possible.

If you remain working and get to within 4 weeks of your EWC, and then go off for any reason connected to your pregnancy then this too automatically starts your maternity leave. If this happens you need to tell us straight away.

However the Ordinary Maternity Leave starts, it continues for 26 weeks. When this comes to an end you have a legal right to take a further period of up to 26 weeks Additional Maternity Leave. This must start immediately after the Ordinary Maternity Leave ends.

Regardless of your broader leave plans you are required to take the first two weeks after childbirth as the compulsory maternity period.

Coming back to work

If you take the full 52 weeks leave we will expect you to come back to work as soon as this finishes (we will have notified you of this anyway using the letters mentioned above).

If you decide you want to come back before this date, you have to give us written notice at least 8 weeks in advance of the date you want to come back. If you don't give us this formal notice your return date can be delayed and you will not be paid for the intervening period.

You can't postpone your return until after the 52 week period of leave. If you don't return at the end of 52 weeks we will consider that you are absent.

If you give us 8 weeks notice of your proposed early return date, you can still change your mind. If you do this you need to give us a fresh letter notifying us of your new return date —again giving 8 weeks notice. Just be aware that if your return date is earlier than you had originally proposed, we still need 8 weeks notice. For example you can't change to an earlier date where this means you don't have enough time to give us the 8 weeks notice we are entitled to.

If you are coming back after Ordinary Maternity Leave you will come back to the same job. If you come back after taking some Additional Maternity Leave we will try and give you the same kind of job you had before. If we can't do this we will offer you a suitable alternative post on no less favourable terms than your old job.

You can come back from Additional Maternity Leave on a reduced hours, phased return basis. In this arrangement you need to work at least 50% of your normal weekly hours and we will pay you accordingly for the hours you work. You can use annual leave to make up the difference in hours if you want to. This type of phased return can last for up to 4 weeks.

If this is what you would like you have to tell us when notifying your return to work — see above.

If you want to return on a permanent part-time or job share basis please let us know this. We will consider your request in good faith and will use our Flexible Working procedures (see later) to adjudicate the matter.

Keeping in touch

When you are on any type of maternity leave we may make reasonable contact with you (and you with us) if there are matters we need to talk about. We will try and agree the method of keeping in touch with you before you start your leave.

You have a further legal right to ask to work up to 10 days during your leave (except any time within two weeks after giving birth). We will pay you for these days. If you take advantage of this your leave and any maternity pay is not affected by it.

You don't have to work any days and we are not obliged to allow you to work any of these days either.

Maternity Pay - Statutory

Statutory Maternity Pay is a Government Benefit. You will qualify for Statutory Maternity Pay if you have been continuously employed for at least 26 weeks when you enter the Qualifying Week. The Qualifying Week is the 15th week prior to your EWC.

To qualify you also need to have average earnings above the minimum level at which National Insurance Contributions are paid. You will also need to still be pregnant (or have given birth) at the 16th week before the EWC and have notified us correctly (as set out above).

If you don't meet all these requirements we will let you know and give you a form you can take to the local Benefits Office — as you may still be able to get State Maternity Allowance.

Statutory Maternity Pay can be paid for a maximum of 39 weeks. If you qualify you will receive 9/10 of your average earnings for the first 6 weeks. For the remaining weeks you will receive what is known as the "lower rate" SMP (up to the maximum number of weeks mentioned above). This lower rate is set annually by the DSS.

If this fixed rate is more than 90% of your average earnings you will receive the lower of the two amounts. You receive SMP even if you have resigned and do not intend to return. You don't get SMP at all though if you resign more than 15 weeks before the EWC.

Maternity Pay — Company

If you have worked for us continuously for at least 2 years at the date of the EWC, you qualify for Company Maternity Pay. If you qualify we will supplement your SMP for the first 6 weeks to make this up to your normal full pay.

Additionally, for the following 10 weeks we will supplement any SMP you receive to make this up to half your normal pay. In this case if the SMP you receive is more than your normal half pay then we do not add anything. We will reclaim all Company Maternity Pay if you do not return to work, or if you return but leave us less than three months after returning to work.

Maintaining Contractual Benefits

In general we will maintain all your contractual benefits for the duration of your entire Maternity Leave, including your right to accrue the full balance of annual and public holidays. When you are on Ordinary Maternity Leave and any period when you receive any company maternity pay or SMP, we will pay the usual pension contribution based on your salary before you went on leave. However you pay pension contributions based on the actual pay that you receive. We will let you know any options you have to make up your own contributions during this time if you so wish.

The exceptions to this are pay, which is mentioned above, and pension contributions.

D.2 Paternity

General

We provide Paternity Leave to employees who have worked for us for at least 26 weeks continuously when the 15th week prior to the EWC of his/her wife/partner/surrogate mother is reached or when they have been notified they have been matched with a child by an adoption agency. We provide this for any live birth or any stillbirth which happens within 16 weeks of the EWC.

Application for Paternity Leave

If you qualify, you need to write to your line manager at least 4 weeks in advance of your proposed leave date. You have to enclose a copy of the MAT B1 form your wife/partner will have received.

Leave and Pay

We grant one week's leave at full pay less the standard Statutory Paternity Pay (whether you receive this or not). You may take a second week's leave straight away if you want to. If you do we will pay you any Statutory Paternity Pay that you are entitled to. If for any reason you do not qualify for SSP this second week will be unpaid leave. You have to take any Paternity Leave within 8 weeks of the baby's birth.

D.3 Adoption

General

If you adopt a child or are a surrogate parent, you have the right to 52 continuous weeks off so long as you can satisfy a few conditions. This is split into 26 weeks of "Ordinary Adoption Leave" and a further 26 weeks "Additional Adoption Leave" (we show how your pay is worked out below).

If a couple are jointly adopting a child, one person may be eligible to adoption leave and pay and the other to paternity leave and pay (as outlined in the paternity leave section). The same rule applies to surrogate parents.

Before you take any Adoption Leave though, we will pay you in full for up to five times to meet with the child so long as you can produce a written confirmation from an appropriate official. If you are a surrogate parent, you are entitled to take unpaid time off to attend two antenatal appointments with the woman carrying the child.

Notifying us that you are planning to adopt

It helps if you tell your line manager as soon as you start any adoption process. That way we can make sure you know all about your entitlements and the various in-house procedures we use to assist you. By law, in order to gain your adoption benefits, you have to tell us in writing, at least 28 days before the date you want any adoption leave to begin. You should set out the date you expect the child to be placed with you: the date you want your adoption leave to start: and the period of adoption leave you want to take. When you tell us this we also need a copy of any statement you have received which confirms you have been accepted for the proposed adoption. If you are in any doubt at all just ask your line manager what you need to do to ensure you get all that you are entitled to.

You can change your mind about the date you want your leave to start (even after you have notified us). To make sure this change is effective you have to write formally to your line manager giving at least 28 days notice of the new start date for your leave. But please be aware that you can only make this type of change any time within the two week period prior to the actual date the child is placed with you. When you notify us about the date you want your leave to start, we will write you a formal letter back within 28 days. In this we will set out the date we see the 52 weeks leave coming to and end. We will write this type of letter each time you change your start date. Just because we send this letter with an end date set down, it doesn't mean to say that you can't choose to come back to work before the "52" weeks. See the Return to Work rules below for more details on this.

Adoption Leave

Your adoption leave can start anytime up to 14 days in advance of the child being placed with you. The Ordinary Adoption Leave continues for 26 weeks. When this comes to an end you have a legal right to take a further period of up to 26 weeks Additional Adoption Leave. This must start immediately after the Ordinary Adoption Leave ends.

If the adoption is unsuccessful during the adoption leave and the child no longer lives with you, the adoption leave and pay will continue for further 8 weeks and then both will cease.

Coming back to work

If you take the full 52 weeks leave we will expect you to come back to work as soon as this finishes (we will have notified you of this anyway using the letters mentioned above).

If you decide you want to come back before this date, you have to give us written notice at least 8 weeks in advance of the date you want to come back. If you don't give us this formal notice your return date can be delayed and you will not be paid for the intervening period. You can't postpone your return until after the 52 week period of leave. If you don't return at the end of 52 weeks we will consider that you are absent.

If you give us 8 weeks notice of your proposed early return date, you can still change your mind. If you do this you need to give us a fresh letter notifying us of your new return date —again giving 8 weeks notice. Just be aware that if your return date is earlier than you had originally proposed, we still need 8 weeks notice. For example you can't change to an earlier date where this means you don't have enough time to give us the 8 weeks notice we are entitled to.

If you are coming back after Ordinary Adoption Leave you will come back to the same job. If you come back after taking some Additional Adoption Leave we will try and give you the same kind of job you had before. If we can't do this we will offer you a suitable alternative post on no less favourable terms than your old job.

You can come back from Additional Adoption Leave on a reduced hours, phased return basis. In this arrangement you need to work at least 50% of your normal weekly hours and we will pay you accordingly for the hours you work. You can use annual leave to make up the difference in hours if you want to. This type of phased return can last for up to 4 weeks.

If this is what you would like you have to tell us when notifying your return to work — see above. If you want to return on a permanent part-time or job share basis please let us know this. We will consider your request in good faith and will use our Flexible Working procedures (see later) to adjudicate the matter.

Keeping in touch

When you are on any type of adoption leave we may make reasonable contact with you (and you with us) if there are matters we need to talk about. We will try and agree the method of keeping in touch with you before you start your leave.

You have a further legal right to ask to work up to 10 days during your leave. We will pay you for these days. If you take advantage of this your leave and any adoption pay is not affected by it. You don't have to work any days and we are not obliged to allow you to work any of these days either.

Adoption Pay - Statutory

Statutory Adoption Pay is a Government Benefit. You will qualify for Statutory Adoption Pay if you have been continuously employed for at least 26 weeks leading into the week in which you are notified that you have been matched with a child by a UK approved adoption agency.

You also need to have notified the adoption agency that you agree to the child being placed and the date of placement. And have notified us within 7 days of hearing that you have been successfully matched with a child. To qualify you also need to have average earnings above the minimum level at which National Insurance Contributions are paid.

Statutory Adoption Pay can be paid for a maximum of 39 weeks and is paid at the Statutory Adoption Pay rate. The remaining 13 weeks are unpaid.

Adoption Pay — Company

If you have will have worked for us continuously for at least 2 years at the date the child is placed with you, you qualify for Company Adoption Pay. If you qualify we will supplement your SAP for the first 6 weeks to make this up to your normal full pay.

Additionally, for the following 10 weeks we will supplement any SAP you receive to make this up to half your normal pay. In this case if the SAP you receive is more than your normal half pay then we do not add anything. We will reclaim all Company Adoption Pay if you do not return to work, or if you return but leave us less than three months after returning to work.

Maintaining Contractual Benefits

In general we will maintain all your contractual benefits for the duration of your entire Adoption Leave, including your right to accrue the full balance of annual and public holidays. The exceptions to this are pay, which is mentioned above, and pension contributions.

D.4. Shared Parental Leave

General – for babies born / children adopted from April 2015

Shared parental leave (SPL) allows eligible employees to take up to 50 weeks leave during the first year after their child's birth/adoption. It can be taken by both parents separately or at the same time.

Eligibility for shared parental leave

You may be able to apply if you are either: the mother/adopter/surrogate parent; or the father or the spouse, civil partner or partner of the child's mother/adopter/surrogate parent.

The **mother/adopter/surrogate parent** has to meet the following criteria: have a partner, be entitled to statutory maternity/adoption leave and/or statutory maternity/adoption pay/allowance, still be working for us at the start of the SPL and have worked for us for at least 26 weeks at the 24th week of pregnancy or when the adoption is confirmed

The **father or spouse/civil partner/partner** of the mother/adopter/surrogate parent has to meet the following criteria: share the primary care of the child at the time of birth/adoption, have notified us of his/her entitlement providing any necessary evidence and have worked for us for at least 26 weeks in the 66 weeks leading up to the date the baby is born/expected to be born/matched and have earned at last £30 per week in any 13 weeks during that period.

Entitlement to shared parental pay

You may be entitled to receive up to 37 weeks of shared parental pay (ShPP) and the amount depends on how many weeks of maternity/adoption pay has been taken.

How to apply

Details on how to apply for the leave and pay can be found in our Shared Parental Leave Policy, which also details criteria for eligibility, options for leave, how to apply everything else you need to know.

D.5 Parental Leave

General

If you have worked for us continuously for a year and either have a baby or adopt a child you are entitled to take up to 18 weeks of unpaid Parental Leave for each qualifying child. You can only take this type of leave up until the child has reached the age of 18.

To calculate any remaining balance of Parental Leave we may ask you to prove the level of leave you took in other jobs before you had before you started to work for us.

You can take this type of leave before the birth or adoption so long as you have worked for us for a year before starting your leave.

Notifying us

You have to give us at least three weeks written notice of your intention to take Parental Leave. We can postpone any proposed leave if our business needs mean we can't release you at your chosen date. But we have to allow you to take this leave within six months beyond.

Taking leave

You can take up to 4 weeks Parental Leave per child in any single year. You have to take leave in blocks or multiples of weeks unless the child concerned is disabled, in which case you can take leave in blocks or multiples of one day.

D.6 Flexible Working

General

If you have worked for us continuously for 6 months, you have the right to request a change to your contractual terms and conditions of employment. We do not have to agree to this, but we have a duty to consider it and we use the following process to do this.

Process

You must make your application, in writing, to your line manager. You can only make one statutory request within a 12 month period. Once your manager has received your written request you will be invited to a meeting to discuss your proposal. Following the meeting your manager will confirm in writing the decision of your application.

If your request for flexible working has been rejected you can appeal the decision. This should be done in writing stating the reasons for your appeal. We will then arrange to hear your appeal after which the final decision will be confirmed to you in writing.

E. HEALTH AND WELLBEING

E1 Health & Safety

Your health & safety is very important to us and we have a legal duty to ensure that activities at work are carried out safely. As far as we are able we will ensure that responsibilities for health & safety are properly assigned and fulfilled at levels of our organisation, and that all our systems, instructions and training are sufficient to protect your safety and the safety of customers and visitors. We have a separate Health & Safety Manual which sets out our arrangements and all important procedures in full detail. If you did not get taken through this when you started work, or if you have any outstanding queries, you should ask your line manager to go over this now.

As our employee, we expect you to take all reasonable care of your own safety and those of others around you in the workplace. We also expect you to co-operate fully and adhere to all safety instructions we give you.

E.2 Accidents at Work

Our Health & Safety Manual also gives details of the procedures for reporting accidents at work.

E.3 Protective Clothing

Depending on the job you do, we may supply you with protective clothing/footwear or other equipment to help better ensure your safety. Where we do this we expect that you will wear/use this as required and that you will treat it responsibly (fair wear and tear is of course accepted).

E.4 First Aid

We always need to have one or more of our people fully trained as First Aiders. Up to date details of current First Aiders and the location of First Aid boxes are displayed on notice boards throughout the workplace. If you would like to train to become one of our First Aiders please talk to your line manager. If we support your plans and you qualify, we will pay you a small annual allowance to recognise your contribution so long as you keep your First Aid Qualification up to date. The amount we pay is shown separately on the pay schedule.

E.5 Personal Information and Property

We need you to keep us up to date with any changes to your personal details such as home address, telephone number, next of kin, emergency contacts and details of your G.P. We also need to know if you have any particular allergies or conditions that may be important in any emergency.

We will keep all your confidential details secure at all times and will not inappropriately disclose these to any third parties without your knowledge or approval as appropriate. You can see your own personal file at any time if you make a formal request through your line manager.

E.6 Equal Opportunities

We are committed to equality in all that we do, including all employment arrangements. We want all our employees to reach their full potential in the interests of the organisation and the employees themselves. We will not discriminate on the grounds of: age; disability; gender reassignment; marriage and civil partnership; pregnancy and maternity; race; religion or belief; sex; or sexual orientation.

This is the cornerstone of our more detailed policy and we always ensure that this principle features in all our employment procedures (recruitment, training, promotion, redundancy etc). As one of our employees we expect you to follow our standards and not discriminate or harass colleague or others when you work for us. We also need our people to report any discriminatory acts through their line manager so that we can put matters right.

E.7 Trade Union Membership

We respect your wishes to join or not to join a Trade Union or Professional Association as is your preference.

F. YOUR CONCERNS

F1 Grievance

We want to ensure you feel comfortable that any issues or disputes you raise will be looked at and resolved wherever possible. You are encouraged to raise concerns at the lowest possible level and we will do our best to resolve the majority of these quickly using our Informal Process.

Informal Process

Most often you should try and have your concerns dealt with in an informal manner first. Raise any concerns with your supervisor/line manager who will discuss these with you and attempt to find a satisfactory resolution. If this approach does not work you will then need to use our formal process. If the informal approach has not been successful your supervisor/line manager will indicate the manager at the next level with whom you should formally raise your concern.

Formal Process

In our formal grievance process we will follow these principles:

- At all stages you will have the right to be accompanied by a trade union representative or a workplace colleague.
- You will have the right of appeal in terms of any suggested resolution we offer
- We will not make any significant changes to the things you are concerned about until the grievance you raise is either resolved or has been adjudicated at the final stage of our process

We have two stages in our formal process:

First Stage — Manager/Senior Manager

If you have not been able to resolve the matter informally with your supervisor/line manager you should raise the matter, in writing, with the identified manager. The manager/senior manager will endeavour to meet you and hear your concerns within the following 7 days if possible, and will write to you within 2 days thereafter with their decision.

If you remain unhappy at this stage you have a right to appeal. You have to raise such an appeal within 5 days of receiving our manager/senior manager decision letter.

Second Stage — Governing Body Appeal

This final stage in our process allows you to have an unresolved matter heard by members of our Governing Body. If you raise a matter at this stage, you will be invited to attend a meeting and speak about your concerns. We will endeavour to write to you within 7 days of this meeting taking place confirming our final decision.

Grievance raised after employment ceases

If you no longer work for us and wish to raise a grievance in relation to your employment with us, you can do so by writing to your past line manager or an appropriate manager. We will consider your complaint and write back to you.

F.2 Dignity at Work

We are committed to running a workplace that ensures our employees are treated with respect at all times. Any form of harassment will not be tolerated and we have a separate Dignity at Work policy which gives full details. If you did not get taken through this when you started work you should ask your line manager to do this now.

The key points from our policy which affect you include:

- You have to take personal responsibility within the scope of our policy to ensure that any harassment does not occur
- You shouldn't behave in a way that causes offence or discriminates against colleagues, customers or anyone else that you deal with at work
- You should draw our attention to any apparent instances of harassment
- Any act of harassment will be dealt with under our Discipline process.

If you feel you have been subjected to harassment you should raise this matter in line with the arrangements set out in our Dignity at Work policy.

F.3 Redundancy

General

We will do everything we can to avoid the need for redundancies. If however the prospect arises we will consider measures such as non-filling of posts, minimising overtime working, considering the number of temporary employees on the payroll and other related strategies. How successful these may be will depend on the particular business challenges we may be facing. As a general principle we are happy that you be accompanied by a trade union representative or a workplace colleague at any of the formal stages set out below. If you do come to be under notice of redundancy we will do all we can to assist you in looking for other work.

Consultation

By law we are required to consult whenever we propose to make 20 or more staff redundant. However we have adopted a higher standard and will consult for at least 30 days (even where the number of proposed redundancies is lower than 20) before we issue any redundancy notices.

Our consultation process will involve our setting out the reasons for redundancy: the number and type of posts affected: details of how we propose to select employees who are to be made redundant: and any information on the method of dismissal and any redundancy payments that will be made. We will also make available any other reasonable information that is asked of us during the consultation period.

We will consult with those affected individually

If you are selected for redundancy any period of notice (or payment in lieu) that you are entitled to is not affected or reduced as a result of us having ran the consultation period

Selection for Redundancy

We will firstly seek any volunteers and if any employees come forward from an area of surplus capacity we may consider this. Beyond this we will set out our criteria for selection relative to whatever business situation we are facing at the time (this may have been one of the matters that featured in our consultation period at

any event) with a view to maintaining a balanced workforce for the future.

If you are ultimately selected for redundancy we will explain this to you at a formal meeting. At this formal meeting we will also give you the redundancy notice along with a letter outlining your right to appeal against selection for redundancy.

Appeals

You must raise your appeal, in writing, within 48 hours of receiving your redundancy notice (the letter we will have given you with your notice or redundancy will explain how you should do this).

Appeals will be heard by members of our Governing Body within the following 7 days and we will write to you within a further 7 days confirming our final decision.

Alternative Work & Trial Periods

If we can offer you a suitable alternative job instead of redundancy we will do so. We will make any such offer to you before the dismissal for redundancy takes place and will ensure that such alternative work takes effect within 4 weeks of the dismissal date. Where we offer an alternative post on a lower grade we will not offer salary protection.

If our offer of an alternative position involves a different type of work, or different terms of employment, you can take a 4 week trial before deciding whether or not to accept it,

If either you or we give notice to terminate the employment contract during this trial period you are still entitled to a redundancy payment.

If however you unreasonably reject an offer of suitable alternative employment we make then you will lose your right to a redundancy payment.

Redundancy Payments

The table below shows how we will calculate any redundancy pay

Age in years	No. of weeks pay per complete year of service
Up to age 21	0.5
22 - 40	1.0
41 and over	1.5
The maximum number of weeks we will pay is 20 in total We calculate your "week's pay" in relation to your basic contractual remuneration — regardless if this exceeds the Government's statutory rates	

Redundancy Pay is over and above any payments you are due in terms of notice period/pay in lieu of notice.