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**Model Employment Policies (Appendix L-V)**

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Also available in Welsh. Also available in large print format.



**APPENDIX L Disciplinary and Grievance Policy**

**GRIEVANCE POLICY**

[Organisation] wishes to ensure that all of its employees are treated fairly. If you have problems or concerns about your work, working environment or working relationships the Organisation wishes to see these problems resolved before they develop into more serious situations.

It should be agreed that every effort should be made to resolve difficulties at the earliest stage possible, any issue, by virtue of its wider implications, that cannot be settled at the earliest stages of the procedure should be referred immediately to the next stage.

**Stage 1**

Put the grievance in writing and sent it to your Line Manager. Your Line Manager will arrange a formal meeting in order to discuss the grievance. You have the right to be accompanied at this meeting by a work colleague or a trade union representative. Your line Manager will write to you with the response to your grievance within 5 working days of the hearing. If you are not satisfied that the matter has been adequately resolved, or if your line Manager fails to deal with your grievance, then stage 2 of the procedure will apply.

**Stage 2**

If you feel that your grievance has not been resolved at stage 1 of the procedure, you should appeal in writing to [name]. [Name] will arrange a formal meeting to hear your appeal. You have the right to be accompanied at this meeting by a work colleague or a trade union representative. The meeting will be held within 5 working days of [name] receiving your appeal. [Name] will write to you within 5 working days of the meeting with the response to your appeal. If it is not possible to contact you with a response within that time, you be given an explanation for the delay and will be informed when a response can be expected.

**Stage 3**

Where your appeal had not adequately been resolved at stage 2, you should make a further appeal in writing to [contact]. [contact], or an authorised individual, will arrange to hear your appeal within 10 working days of receiving your written notification. You have the right to be accompanied at this meeting by a work colleague or a trade union representative. [contact], or an authorised individual will give a decision regarding your appeal within 10 working days. If it is not possible to contact you with a response within that time, you be given an explanation for the delay and will be informed when a response can be expected. Any decision of the [contact], or an authorised individual is final.

Note: If your grievance involves your Line Manager, you may initiate the grievance procedure at stage 2. If your grievance involves the [name], you may initiate the grievance procedure at stage 3.

# Breaches of Policy

Any breaches of the [organisation] policy will be subject to disciplinary procedures as specified in the Disciplinary Policy

**DISCIPLINARY POLICY**

Purpose and scope

[Organisation]’s aim is to encourage improvement in individual conduct or performance. This procedure sets out the action that will be taken when disciplinary rules are breached.

Principles

The procedure is designed to establish the facts quickly and to deal with disciplinary issues consistently. No disciplinary action will be taken until the matter has been fully investigated. The employee will be advised in writing of the nature of the complaint against him or her and the arrangements for the hearing.

Workers will have the opportunity to state their case at every stage at a disciplinary hearing and be represented or accompanied, if they wish, by a trade union representative or a work colleague.

A worker has the right to appeal against any disciplinary penalty. An appeal meeting will be arranged as soon as possible and will be conducted by a more senior manager if possible.

**Informal warnings**

It will usually be appropriate for an employee to receive an informal warning prior to formal disciplinary action being taken. This will be for the purpose of allowing the employee a chance to address the issue without formal proceedings. An informal warning is not recorded in writing.

The procedure

At the conclusion of the disciplinary hearing, any of the following actions may be deemed to be appropriate.

**Stage 1 – first warning**

If conduct or performance is unsatisfactory, the employee will be given a formal disciplinary warning. Such warnings will be recorded, but disregarded after [insert timeframe, e.g. 6 months] of satisfactory service.

Stage 2 – final written warning

If the offence is serious, or there is no improvement in standards, or if a further offence of a similar kind occurs, a final written warning will be given. This will include the reason for the warning and a note that if no improvement results within [insert timeframe, e.g. nine months] action at Stage 3 will be taken.

Stage 3 – dismissal or action short of dismissal

If the conduct or performance has failed to improve, the employee may suffer demotion, disciplinary transfer, loss of seniority or dismissal.

Gross misconduct

If an employee has committed an offence of the following nature (this list is not exhaustive), the normal consequence will be dismissal without notice or payment in lieu of notice:

* theft,
* bribery, including the giving, receiving or facilitating of bribes
* damage to property,
* fraud,
* incapacity for work due to being under the influence of alcohol or illegal drugs,
* physical assault and
* gross insubordination.

The employee may be suspended while the alleged gross misconduct is being investigated. During this time he or she will be paid their normal pay rate. Any decision to dismiss will be taken by the employer after full investigation. When this investigation has been completed the employee will be invited to attend a disciplinary meeting (at which s/he will be entitled to representation) to respond to the allegations.

In cases of misconduct (situations less serious than gross misconduct) it might also be appropriate to suspend the employee if this assists with the investigation.

Appeals

An employee who wishes to appeal against any disciplinary decision must do so within 5 working days. The employer will hear the appeal and decide the case as impartially as possible. Any disciplinary penalty imposed will be reviewed at the appeal and the result will be confirmed in writing.

**APPENDIX M Bullying and Harassment Policy**

[Organisation] is committed to ensure that the working environment is safe and healthy as covered in the health and safety policy and that everyone should be treated with dignity and respect at work.

Bullying and harassment of any kind are in no ones interest and [organisation] will not tolerate this kind of behaviour. This includes bullying or harassment of employees by employees and of employees by clients. Harassment is defined as “unwanted conduct that violates people’s dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment” this is applied to sexual orientation, religion, race and ethnicity.

Examples of unacceptable behaviour are (this list is not exhaustive)

* Copying memos (hard copy or electronic) that are critical about someone to others who do not need to know.
* Ridiculing or demeaning someone
* Unwelcome sexual advances
* Exclusion or victimisation
* Insulting someone (particularly on grounds of race, sex, disability etc)

[Organisation] will ensure that no employee is subject to bullying or harassment of any kind through the adoption and communication of this policy amongst all employees and management.

In the event that any employee feels that they are a subject of this it will be dealt through the grievance and disciplinary procedures.

# Breaches of Policy

Any breaches of this policy will be subject to disciplinary procedures as specified in the Disciplinary Policy

**APPENDIX N Capability Policy**

Introduction

[Organisation] accepts that there may be situations where an employee cannot achieve the standards required from them in their job. Every effort will be made to understand the causes for this and find remedies which will enable them to achieve the required standards.

A fair procedure will be followed to ensure feedback is given and an opportunity to improve is provided. At each stage of the procedure, the employee may be accompanied by a work colleague or Trade Union representative.

A supportive and positive approach will be adopted throughout this procedure and, as far as is reasonably practicable, every attempt will be made by your line manager to provide appropriate training, knowledge and supervision to achieve the accepted standards of performance.

This procedure applies where either the skills or abilities of an employee are not sufficient to fulfil their job to the required standard.

This procedure does not apply to Attendance or Absence issues. These are dealt with by Discipline and Absence policies.

In cases where it is considered that an employee’s performance, conduct or behaviour is unacceptable and falls outside the scope of this procedure it may be appropriate to consider the Discipline Procedure as an alternative. If this is the case this will be made clear to the employee concerned.

Depending on the nature, cause and seriousness of the situation this procedure can be commenced at any stage. The timescale allowed for improvement may vary and will be determined taking into account the reason for the incapability and the impact of this on business operations.

**Procedure**

## Informal Counselling – Stage 1

Where there are minor issues, such as small but repeated errors in work, an informal discussion about the causes and what can be done to provide support will often result in an improvement. The discussion should normally bring to the employee’s attention the aspects of the job in which the employee is not performing satisfactorily and it is hoped that in the majority of cases this will be sufficient action. Appropriate arrangements will be put in place to train, support and assist the employee and to supervise and monitor the employee’s performance.

## Formal Procedure – Stage 2

Where there are major issues, or there is no improvement following informal discussions, a formal meeting will be held. The employee will be advised in advance of the date, time and reason for the meeting, including any evidence or examples of unsatisfactory performance that will be discussed.

At the meeting to discuss performance the areas of concern will be clearly stated, with examples, and the employee given the opportunity to express their point of view. If no satisfactory explanation is given by the employee, the following action will be taken:

1. a formal written warning will be issued; and

2. a performance improvement plan will be drawn up and agreed with a timescale for improvement and a date set for review. The employee’s performance will be closely monitored during the review period.

The meeting will be documented and a formal record placed on file.

## Formal Procedure – Stage 3

At the end of the review period a further formal meeting will be held to confirm either that improvement has been achieved and sustained or that there is insufficient progress. If progress has been made and the required standard has been achieved the matter is then closed.

If there is insufficient improvement a further discussion will take place to agree a further performance improvement plan and the employee will be given a further period to improve. The previous warning may be reiterated or a final warning issued. The final warning should inform the employee that his continued employment may be at risk if satisfactory performance is not achieved or sustained. The meeting will be documented and a record placed on file.

## Formal Procedure – Stage 4

At the end of the further review period performance will be reviewed again. A formal meeting will be held.

If progress has been made to the required standard the matter is then closed. It will be expected that the improvement in performance will be sustained. Any deterioration in the standard of performance may reactivate this procedure at the stage where it was closed or at a more advanced stage of the procedure

In circumstances where the capability procedure has been exhausted and the employee has failed to achieve the desired standards of performance it may be appropriate to consider alternatives to dismissal which could involve: demotion, transfer to another premises, teams, and locations on a temporary or permanent basis, with any consequent reduction in pay, status or benefits. If, however, this is not appropriate, the employee may be dismissed.

If [organisation] is considering dismissal or the above alternatives to dismissal the employee will be given a written statement prior to the formal meeting setting out the reasons for the proposed course of action. The issues will be fully discussed at the meeting and the employee will be informed in writing of the outcome.

**Appeals**

You have the right to appeal against any action taken under this procedure within 5 working days. The appeals will be dealt with in line with the grievance procedure.

You will be informed in writing of the date of any appeal and you will be entitled to bring a colleague or a full time trade union representative with you to the appeal hearing.

# Breaches of Policy

Any breaches of this policy will be subject to disciplinary procedures as specified in the Disciplinary Policy

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| --- | --- |
| Approved: |  |
| By: |  |  |  |
|  | Management Team |  | Union |

**APPENDIX O Diversity and Equality Policy**

**1. POLICY STATEMENT**

* 1. The [organisation] is committed to promoting equality of opportunity as an employer and service provider. It values individualism and diversity throughout its business. We will provide equality of opportunity and will not tolerate discrimination on grounds of: gender, gender identity, marital status, sexual orientation, race, colour, nationality, religion, age, disability, HIV positivity, working pattern, caring responsibilities, trade union activity or political beliefs – or any other grounds.
	2. The [organisation] has a statutory duty to ensure that its business is conducted, and its functions exercised, with due regard to the principle that there should be equality of opportunity for all people.

# 2. Principles

* 1. We will provide equality of opportunity and will not tolerate discrimination on grounds of: gender, gender identity, marital status, sexual orientation, race, colour, nationality, religion, age, disability, HIV positivity, working pattern, caring responsibilities, trade union activity or political beliefs – or any other grounds.
	2. The [organisation] is working towards creating an organisation that reflects the community in which it operates.

2.2 This principle will apply in respect of all conditions of voluntary activity and employment, including recruitment and selection, pay, hours of work, holiday pay, holiday and leave entitlement, work allocation, sick pay, special leave, pensions, training and development, annual appraisal, promotion, transfers and retention. [Organisation] works towards mainstreaming diversity and equality into all aspects of voluntary activity and employment and service delivery. It aims to ensure equality of opportunity in developing its policies and practices. It will monitor new and existing policies and programmes to ensure that no group is disadvantaged or excluded.

2.3 [Organisation] undertakes to ensure that all volunteers and volunteer or employees as well as potential volunteers and volunteer or employees are aware of this policy and demonstrate commitment to it in their performance and behaviour. This will be achieved through the induction process, performance management reviews, ongoing training and awareness raising, through diversity and equality courses, seminars and workshops in order to ensure that all employees remain focussed on the requirements of the Diversity and Equality policy.

2.4 The [organisation] seeks to create an understanding and trusting culture in which all volunteers and volunteer or employees will thrive and are able to fulfil their true potential. All volunteers and volunteer or employees will be valued for the skills and talents they bring to the organisation.

2.5 Volunteer or employees referred to in this document includes full time, part time, job share, casual employees, seconded and placement employees, those on fixed term appointments. Volunteers referred to are persons that receive no payment and do not have any volunteer or employee rights.

2.6 The organisation also recognises the vital importance of taking into account the varying needs of its existing and potential members. The board of directors must ensure that:

* Services and participation are accessible to all people within its common bond.
* That activities and services are sympathetically designed taking equality and diversity needs into account.

# 3. Legislative Commitment

* 1. The [Organisation] operates within the Equality Act 2010 and the Human Rights Act 1998
	2. We welcome our duties under the Equality Act 2010 to eliminate discrimination, advance equality of opportunity and foster good relations amongst our employees and customers.
	3. We recognise the international human rights standards as expressed in the UN Convention on Human Rights, UN Convention on the Rights of the Child, the UN, Convention on the Rights of People with Disabilities and the Human Rights Act 1998.
	4. We recognise the importance of positive action. If there is evidence of under-representation of certain groups in both voluntary activity and employment and service provision, we will act accordingly.

# 4. Discrimination

* 1. The [organisation] recognises that discrimination is unacceptable on any grounds. Discrimination is a behaviour (an action) that treats someone unfairly because he/she belongs to a particular group. The [organisation] seeks to create a climate that is free of discrimination and
	2. The [organisation] recognises that discrimination can take many forms. A list of some of the more common forms is included in Appendix A.

# 5. Responsibility

* 1. The success of this policy relies on the commitment of all volunteers and volunteer or employees to uphold the principle of equality of opportunity. It is the Chair’s responsibility to ensure that:
1. the [organisation] has a Diversity and Equality policy;
2. the policy is disseminated to all employees; and the
3. application of the policy is monitored by managers at all levels.
	1. The senior management will actively demonstrate their commitment to the policy by working with key stakeholders and taking regular account of the information available from the monitoring process. They will ensure that equality of opportunity is constantly given priority and mainstreamed into all aspects of voluntary activity and employment and the business ethos. This policy will be reviewed once a year to make sure that it complies with current and new diversity and equality legislation.

# Corporate Responsibility

* 1. The [organisation] acknowledges that, it has responsibility to protect volunteers and volunteer or employees in the workplace, to remove all barriers to individual development and to maintain and promote an environment that appreciates diversity and is free from discrimination, bullying and harassment. All volunteers, employees and customers will be treated with dignity and respect at all times and valued for the skills and talent they possess.
	2. The [organisation] will incorporate the principles of diversity into all aspects of the business and aims to be recognised by customers, stakeholders and the business community and communities of its common bond area as an organisation that appreciates the benefits gained from celebrating diversity.

# Roles and Responsibilities

# Management Responsibility

* 1. All directors and managers at the [organisation] will demonstrate commitment to the Diversity and Equality Policy. They are responsible for ensuring that the principles of diversity are mainstreamed throughout the business and that this is monitoring to ensure that no group is disadvantaged or excluded by any policy or practice.
	2. The Operational Manager will be responsible for monitoring individual behaviour and will take immediate action if there is evidence of discrimination, harassment or bullying. They will be responsible for continual awareness raising of individuals rights.
	3. The Operational Manager is responsible for supporting and encouraging employees to reach their full potential and for ensuring that any barriers to development are identified and overcome.

#  Individual Responsibility

* 1. Every volunteer or employee is responsible for his or her own behaviour. A volunteer or employee who causes offence or makes another individual feel unsafe or undignified, whether intentionally or not, may face disciplinary action by the [organisation] and may face legal action from the complainant.
	2. Volunteers and volunteer or employees should take responsibility for ensuring that their message is clear in all forms of communications, with no scope for misinterpretation or the causing of offence, however unintentional.
	3. Any volunteer or employee who considers that he or she is suffering from unfair, unjust or unlawful treatment should take action in the form of a Grievance. Similarly, any volunteer or employee who witnesses another individual being treated in such a way should report the incident in writing to the [contact].

# Diversity and Equality Team

* 1. The [organisation]’s Board of Directors has a responsibility to advise and support volunteers and employees in relation to diversity and equality related issues. They must ensure that a dialogue is maintained with volunteer and employee networks for under-represented groups and with organisations that can aid the [organisation] in being a best practice employer. The Board of Directors is responsible for:
* advising volunteers and employees on the application of the Diversity and Equality Policy;
* providing advice and guidance to volunteers and employees and managers on diversity and equality issues related to voluntary activity and employment.
* raising volunteer, employees and managers’ awareness by delivering training and awareness sessions related to diversity and equality, including the bringing in of members of under-represented groups.
* ensuring that volunteers and employees with specific requirements are able to participate in training and voluntary activity and employment opportunities by liaising with the Diversity Champions.
* keeping abreast of diversity and equality legislation and disseminate changes to legislation to stakeholders;
* reaching out to under-represented groups to raise awareness of the [organisation]’s diversity and equality policies and of the opportunities it has to offer;
* creating and maintaining a specific ‘Diversity’ section on the [organisation] website as an ongoing source of information.

# Voluntary activity and employment and Training

* 1. Wherever possible, all vacancies will be advertised simultaneously internally and externally. The Board of Directors will take steps to ensure that knowledge of vacancies reaches under-represented groups internally and externally.
	2. All vacancy advertisements will include the [organisation]’s statement on Diversity and Equality.
	3. The [organisation] is committed to eliminating unfair discrimination from all aspects of our voluntary activity and employment practice. The [organisation] seeks to:
* provide equality of opportunity to all applicants and prospective applicants by eliminating unfair discrimination from recruitment and selection procedures.
* eliminate unfair discrimination from the voluntary activity and employment opportunities offered to existing volunteers and volunteer or employees, by ensuring that all volunteers and volunteer or employees are treated for promotion on the basis of their merits, abilities and skills and are given Diversity and Equality to progress within the [organisation].
* eliminate unfair discrimination in the provision of training and development opportunities so that all individuals can realise their full potential and contribute to the Vision and Values of the [organisation].
* recognise that certain groups may experience discrimination in voluntary activity and employment and will seek to take positive action if inequality becomes apparent.
* take positive action with a view to ensuring that the [organisation] workforce at all levels reflects the communities it serves.
* educate all volunteers and volunteer or employees of this policy and of their right to protection from discrimination, harassment or victimisation.
* treat failure to comply with this policy as a disciplinary offence.

# Training and Development Opportunities

* 1. The [organisation] acknowledges that responsibility for the successful implementation of equality of opportunity in voluntary activity and employment and service delivery lies with volunteers and volunteer or employees. The [organisation] will therefore, promote an enhanced awareness of unfair discrimination or potentially discriminatory practices, attitudes and behaviour so that they can be identified and eliminated.
	2. The [organisation] will ensure that everyone engaged in selection or promotion will undertake appropriate Diversity and Equality training. The [organisation] will attempt to encourage all volunteers and volunteer or employees to undertake training relevant to their appointment and will ensure that no one is refused access on the grounds identified in Appendix A. The [organisation] will also ensure that all volunteers and employees undertake relevant training in Diversity and Equality issues to raise the awareness and understanding of the importance of Diversity and Equality in the work place and in service delivery.
	3. The [organisation] will also ensure that the content of all training courses reflects our commitment to equality of opportunity and fair practices.
	4. External training providers will be evaluated and assessed to ensure that the course material and the delivery of information complies with the details outlined in this policy.

# Equal Pay and Job Evaluation

* 1. The [organisation] recognises the principles of the Equality Acts 2110 and applies them to pay and other contractual matters and prohibits discrimination where men and women are doing:
* Like work;
* Work which has been rated as equivalent;
* Work that is of equal value.

11.2 In applying the principles of the Equality Acts 2110, we are committed to promoting equal pay across all our posts to both existing volunteers and volunteer or employees and to new voluntary activity and employment opportunities. We operate a pay system that is based on objective criteria and free from bias. In the promotion of equal pay all managers will ensure that:

* where an existing job changes or additional duties become a requirement of the post, a formal evaluation of the post will be undertaken to ensure that the salary and grade awarded is correct, fair and non-discriminatory to other posts;
* where a new position is created, the line manager will produce a job description and the post will be evaluated prior to advertisement and approval. The evaluation will be based on the duties and responsibilities defined in the job description to ensure that a fair and accurate grade is applied’

# 12. Policy Reviews

12.1 The [organisation] recognises that equality of opportunity is a subject that must be mainstreamed through all its business, voluntary activity and employment policies and procedures.

12.2 Therefore, the [organisation] will impact assess its policies. This particularly includes updating and amending this policy where required by emerging legislation or changes in working practices. Developing policy will be subject to monitoring to measure the impact of policies on minority groups – this is in an effort to ensure that volunteers and employees are mindful of the requirements of minority groups and people with specific requirements. Where necessary, specific awareness raising and training will be carried out to assist voluntary, and employed staff to take account of individual requirements.

**APPENDIX P Absence and Sickness Policy**

**Policy Statement**

The [organisation] aims to secure the attendance of all employees throughout the working week. However, it recognises that a certain level of absence may be necessary due to sickness. It is the organisation’s policy to offer security of employment during such periods, subject to operational requirements and the conditions below.

Procedure

Notification and certification

If the employee is unable to attend, he or she must notify their manager by 9.00am on the first day of absence, indicating if possible when he or she expects to return to work.

The employee must complete a self-certification form for the first 7 calendar days of all sickness absences and give it to their manager. This form can be completed on the employee's return to work if their absence lasts less than 7 calendar days.

Otherwise, they must request a copy form and complete and post it to their manager as soon as possible.

If the employee is absent by the 8th day (including Saturday and Sunday), they must send a fit note, issued by their GP, to their manager. Current fit notes must cover subsequent periods of absence. The employee should also keep in touch with their manager regarding their condition and likely return to work date.

If the employee does not follow this procedure, they may be dealt with under the organisation’s disciplinary procedure. Furthermore, the employee's organisational sick pay and statutory sick pay (SSP) may be withheld.

Private medical certificates

In some circumstances the organisation may require the employee to provide private fit notes for all absences from work due to sickness, regardless of their duration. The organisation will reimburse him or her fully for the cost of obtaining these certificates.

Examples of such circumstances include:

* a history of exceptional absenteeism
* an appearance or disposition such that management are concerned that the employee may not be receiving adequate medical attention.

Return to work

The employee will not be allowed to return to work until their GP deems that they are fit to return.

Requests for temporary adjustments to the employee's working conditions will be considered by the organisation and will be accommodated wherever possible and if organisational circumstances permit.

In the case of extended periods of absence, the [organisation] may require that the employee's fitness to return is confirmed by a medical practitioner of the organisation’s choice.

Regardless of their length of absence, the employee will be interviewed by their manager on their return to work in order to:

* check on the employee's fitness to return
* ensure that all the support the employee needs is in place
* bring the employee up to date on any changes.

Fit notes

An employee’s GP might indicate on a fit note that the employee “may be fit for work”. If this option is selected the GP will also identify potential amendments that should be made, selecting from:

* Phased return to work
* Amended duties
* Altered hours
* Workplace adaptations

If a fit note is received we will contact the employee and arrange for a meeting between the employee, the manager and the line manager. At this meeting the suggested amendments will be discussed with the aim of facilitating the employee’s return to work.

If the suggested amendments are not possible the employee will remain on sick leave. If amendments are possible the employee will return to work, but regular reviews will be carried out to ensure that the amendments are adequate.

 It should be noted that any amendments are not to be viewed as a permanent change to the contract of employment.

Medical examination

The [organisation] reserves the right to require the employee to be examined by a practitioner of its choice in order to seek a medical opinion. (A refusal to be examined may lead the organisation to take disciplinary action against the employee, up to and including dismissal.)

Access to medical reports

In order to gain as much information about the employee's medical condition as possible, the [organisation] may also request the employee’s permission to contact his or her GP and ask for a medical report on the employee's condition. The employee may ask to see this report.

Extended absences

The [organisation] will be sympathetic when an employee is ill, but the employee should appreciate that if they are persistently absent through ill-health or long-term injury or incapacity, it will not be possible for the situation to continue indefinitely, and their employment may be reviewed or terminated. Termination will not take place without:

* full consultation with the employee
* medical investigation
* a consideration of alternative employment.

Where a return to work does prove possible, the organisation may require that the employee's fitness to return is confirmed by a practitioner of the [organisation’s] choice.

Meetings/home visits

During any absence it is important that the employee keeps in touch so that their manager is kept informed of the employee's health and likely return-to-work date. The employee will therefore be periodically asked to attend meetings with their manager on work premises, for the purpose of providing information and facilitating an effective return to work.

If the employee is too unwell or physically unable to attend the office, the [organisation] reserves the right to visit him or her at home.

Disability

If the employee has a condition that means they might be considered disabled within the meaning of the Disability Discrimination Act 1995 (DDA), the organisation will attempt to make reasonable adjustments to their job to accommodate their requirements. The employee will be fully consulted at all times. If reasonable adjustments or alternative employment prove not to be viable options, and there is no likelihood of a return to work in the near future, a decision to dismiss may be the inevitable outcome.

Dismissal and the right to appeal

In the event of a dismissal, the reason for the dismissal and the circumstances leading up to that decision will be documented in writing to the employee. The employee may appeal against their dismissal by writing, within two working days of their receipt of the dismissal letter, to a director of the organisation, stating the grounds on which they wish to appeal.

The appeal will be heard in accordance with the [organisation’s] disciplinary appeals procedure. This right also applies to ‘action short of dismissal’ such as transfers, demotion and alteration of duties.

Payment arrangements and insurance

Statutory sick pay (SSP)

The employee's SSP qualifying days are either Monday to Friday or, in the case of part-time employees, those days that he or she normally works. If the employee is eligible for the payment of SSP, it will be subject to the deduction of tax and National Insurance contributions.

Organisational sick pay

The [organisation] operates an organisational sick pay scheme which may be changed or withdrawn by the [organisation] on 30 days’ written notice. Decisions made in regard to an individuals’ eligibility for organisational sick pay is at the directors’ discretion.

During the employee's probationary period they will not be eligible for organisational sick pay but may be entitled to SSP.

When absent through sickness following the satisfactory completion of the probationary period, the employee may be paid full basic salary only, including SSP, for the first 13 weeks of sickness absence, and 75% of basic salary only, including SSP, for the following 13 weeks. Variable payments such as commission and bonuses will not apply.

An individual’s entitlement to organisational sick pay is subject to directors’ discretion and may be denied or amended in a number of circumstances. An example of this would be where an employee has been absent owing to sickness for 16 weeks and returns to work for two weeks but becomes sick again. Such an instance would be viewed as a continuous period of sickness absence, and the employee would receive 75% of basic salary for this second period of absence. This would apply until their return to work or organisational sick pay is exhausted or the contract of employment is terminated.

**Unpaid sickness**

There are circumstances where the employee's absence due to sickness will be unpaid, e.g. when:

* he or she is ineligible for sick pay
* he or she has exhausted this scheme (i.e. he or she has been absent for more than 26 weeks) and a decision is awaited regarding their future employment or eligibility for the group income protection plan.

The employee should note that during periods of unpaid sickness he or she will receive neither any basic salary nor variable payments. Further, holidays will only accrue at a rate that is commensurate with his or her statutory entitlement under the Working Time Regulations 1998, i.e. pro rata up to a total of 28 days per annum, including public holidays.

Group income protection plan

The organisation subscribes to a group income protection plan (which is at the directors’ discretion, and may be changed or withdrawn by the organisation on 30 days’ written notice). The employee will become eligible for inclusion in the scheme on the satisfactory completion of their probationary period. Once eligible, after 6 months’ sickness or injury the employee may be paid 50% of their insured earnings. This is dependent on the employee’s being accepted by the insurance company, and this amount is paid for 5 years or until such time as the insurance company’s medical officer considers that he or she is fit to return to work, whichever happens first. The decision of the insurance company’s medical officer is final in this matter.

Private health care

The organisation may at its discretion, on the satisfactory completion of the employee's probationary period, provide private health insurance. The employee can elect to extend this provision to cover their partner or family at their own expense. This benefit may be changed or withdrawn by the Organisation on 30 days’ written notice.

Miscellaneous

Return of the organisation’s equipment

If the employee is off sick for an extended period of time (e.g. one month or more) the organisation may require them to return organisational equipment until they are well enough to return to work.

If the employee does not return to work following a period of sickness absence, they will be required to return all outstanding organisational equipment:

* either on the date of termination of his or her employment
* or on the date of his or her acceptance into the Permanent Health Plan.

Absences for reasons other than sickness

Requests for time off for reasons other than sickness will be considered by managers in the light of the individual’s circumstances, legal requirements and operational needs.

Unauthorised absences will be dealt with in accordance with the disciplinary procedure.

**APPENDIX Q Parental Leave Policies**

**PARENTAL LEAVE POLICY**

The parental leave policy sets out the support available to employees with children aged under 5 years (under 18 years if the child is disabled).

You are entitled to unpaid parental leave of a maximum of 13 weeks for each child. You also have the right to return to the same job or (if more than four weeks’ leave is taken) to a similar job with the same or better terms and conditions.

**Entitlement**

If you have been in our employment continuously for one year you are entitled to parental leave, provided you expect to have responsibility (i.e. parental responsibility) for a child.

The leave should be taken before the child’s fifth birthday. The child, therefore, must be under 5 years old or, if disabled, less than 18 years old. Parental leave has been extended from 13 weeks to 18 weeks for parents of disabled children.

Both natural and adoptive parents may exercise these rights.

**Before taking parental leave**

As soon as practicable after you have notified us that you intend to take parental leave, arrangements will be made for you to have an informal interview, the purpose of which is to confirm that:

* you understand your rights to parental leave and the requirements to give appropriate notice (see below)
* the right to return to work is explained, together with any potential opportunities for flexible working
* arrangements for time off are known, and any possible health and safety concerns are discussed
* you are aware that the leave from work is unpaid.

**Notice**

Once you have given us notice of your intention to take parental leave, you must comply with any request to produce evidence of your entitlement. Leave must be taken in blocks of one week. If the child qualifies for a disability living allowance, however, the leave can be taken as single days or multiples of a day.

The notice given must specify your intention to take parental leave and the dates on which the period of leave is to begin and end. Notice must be given 21 days before the date on which the leave is to begin. You may not take more than four weeks’ leave in respect of an individual child during a particular year.

If the operation of the business will be unduly disrupted by the parental leave, it may be postponed if absolutely necessary.

You are not entitled to parental leave unless you have complied with the request to produce evidence of your entitlement. In certain circumstances, we are entitled to postpone a period of parental leave.

The type of evidence that we may request should show:

* your responsibility or expected responsibility for the child in respect of whom you propose to take parental leave
* the child’s date of birth, or in the case of a child who was placed with you for adoption, the date on which the placement began, and
* in the case where your entitlement depends on whether the child is entitled to disability living allowance (i.e. after the child’s fifth birthday or for a period less than a week), the child’s entitlement to that allowance.

No request will be made by us unless it is reasonable.

**During parental leave**

Arrangements will be made for cover of your workload, and you will be kept in touch with any important work developments. We will also ensure that you remain on circulation lists for internal memoranda and will be included in invitations to work-related social events.

We will try to ensure that parental leave does not cause any long‑term disadvantage to you concerning your training needs and self‑development.

You are bound during the parental leave period by your implied obligation to the organisation of good faith and specific terms relating to:

* notice
* disclosure of confidential information
* acceptance of gifts
* whether you are participating in any other business.

The disciplinary and grievance procedures continue to apply, as does any entitlement to compensation for redundancy.

**Returning to work**

If the period of leave is four weeks or less, you have the right to return to the same job. If the period is more than four weeks (because it followed on from other statutory leave), then the right is to return to the same job still applies. If that is not practicable, you have the right to return to a similar job which has the same or better status, terms and conditions as the old job.

If you are entitled to return to the same job, that means a right to return with the seniority, pension rights and similar rights, and on terms and conditions not less favourable than those which would have been applied if you had not been absent.

You will not to be subjected to any detriment by the organisation for taking or requesting parental leave.

**PATERNITY LEAVE POLICY**

Every effort is made to support those employees taking paternity leave. This policy sets out the leave that is allowed, and the associated arrangements.

The policy deals firstly with paternity leave, and then with additional paternity leave.

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

* are the father of the child or the husband or partner of the mother (including same-sex partner)
* have worked for the employer for a minimum of 26 weeks by the ‘notification week’ (i.e. the end of the 15th week before the expected week of childbirth (EWC)) or, for adoption paternity leave, by the end of the week in which the child’s adopter is notified of matching
* have or expect to have responsibility for the upbringing of the child if you are the father or
* expect to have the main responsibility for the upbringing of the child if you are the mother’s husband or partner but not the child’s father
* have given the correct notice.

**Paternity leave following adoption**

You will be eligible for paternity leave and pay on the adoption of a child if you:

* have or expect to have the main responsibility for the child’s upbringing
* are either married to or the partner of the child’s adopter
* have worked continuously for the organisation for 26 weeks ending with the week in which the child’s adopter is notified of having been matched with the child
* have given the correct notice and complied with any requirements to produce evidence.

**Length of paternity leave**

You can choose to take either one week or two consecutive weeks’ paternity leave (not occasional days or separate weeks) and you can choose to start your leave:

* from the date of the child’s birth or adoption (whether this is earlier or later than expected) or
* on a chosen day after the date of the child’s birth or adoption (whether this is earlier or later than expected) or
* (in the case of birth) from a chosen date which is later than the first day of the EWC.
* (in the case of adoption) on a predetermined date that is later than the date on which the child is expected to be placed with the adopter.

If the child is born before the EWC, paternity leave must be taken:

* within 56 days of that date or
* within 56 days of the actual date of birth of the child.

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

**Pay**

During your paternity leave you may be entitled to statutory paternity pay (SPP) from the organisation. SPP will be at the rate which is in force at the time.

**Notice**

***Paternity leave following the birth of a child***

You are required to inform us of your intention to take paternity leave in or before the 15th week before the EWC, unless this is not reasonably practicable. You will need to inform [job title of person] in writing of:

* the week the baby is expected
* whether you wish to take one or two weeks’ leave
* when you want the leave to start.

You must inform us, in writing, as soon as is reasonably practicable after the child’s birth, of the date on which the child was born.

You may be required to give [job title of person] a signed declaration that you wish to take paternity leave to care for a child or support the child’s mother and that you satisfy the eligibility criteria as set out at the beginning of this policy.

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

***Paternity leave following the adoption of a child***

You must inform us of your intention to take paternity leave no more than 7 days after the date on which the adopter is notified of having been matched with the child. If that is not reasonably practicable, you must notify us as soon as possible. You will need to specify:

* the date on which the adopter was notified of having been matched with the child
* the date on which the child is expected to be placed with the adopter
* whether you wish to take one or two weeks’ leave
* when you want the leave to start.

**Contractual benefits**

You are entitled to your normal terms and conditions of employment, except for terms relating to wages or salary (unless the contract of employment provides otherwise) throughout your paternity leave. You may however be entitled to SPP for this period.

You will continue to remain bound by any obligations arising under your contract of employment.

**Return to work after paternity leave**

You are entitled to return to the same job following no more than two weeks’ paternity leave.

If, however, you take two or more consecutive periods of statutory leave (which could include additional paternity/adoption of more than four weeks), you will be entitled to return to the job in which you were employed before your absence. If that is not reasonably practicable for the organisation, then you are entitled to return to another job which is both suitable and appropriate in the circumstances.

You have the right to return:

* with your seniority, pension rights and similar rights
* on terms and conditions not less favourable than those which would have applied if you had not been absent.

You will not be subject to any detriment by the organisation because you took or sought to take paternity leave.

**Additional paternity leave**

Employees are entitled to take additional paternity leave. In addition, those adopting a child are also entitled to take additional paternity leave.

To qualify for APL you must be the father of the baby, or be married to or the common law partner of the mother or adopter of the baby, or expect to have responsibility for the child. This includes same sex partners. You must give 8 weeks’ notice of your intention to take APL.

In addition, to qualify for APL you (in the case of birth) must have worked for the employer for at least 26 continuous weeks by the 14th week before the baby is due and still be employed by the employer in the week before APL is due to start. Or, (in the case of adoption), you must have worked for the employer for at least 26 continuous weeks by the week in which the couple are notified that they are being matched with a child, and still be in employment with the employer in the week before APL is due to start.

APL can be taken once your partner has returned to work from a period of statutory maternity or statutory adoption leave. APL must be for a minimum of two weeks, and a maximum of 26 weeks. It must not start until 20 weeks have passed since the birth or placement of the child. It must not end later than 12 months after the birth/placement. APL must be taken in multiples of complete weeks. If your partner has not taken his/her full entitlement to statutory maternity or statutory adoption pay this will transfer to you.

 If you wish to take APL you must inform your line manager. You will be required to complete self certification forms to confirm your entitlement to take the leave. The employer has the right to check the accuracy of any information that is supplied.

**ADOPTION LEAVE POLICY**

As soon as practicable after the notification that you will be adopting a child, arrangements will be made for you to meet with [job title of person]. This will be an informal interview, the purpose of which is to confirm that:

* your right to ordinary and additional adoption leave is understood, including the requirements to give appropriate notice
* the right to return is explained, together with any potential opportunities for flexible working arrangements
* arrangements for time off are known, and any possible health and safety concerns are discussed
* you know your entitlements to payment during adoption leave.

We recognise that orderly arrangements for cover during the period of adoption leave, and also for enabling you to keep in touch with any developments at work that are important for ensuring smooth transitions at each stage. Before the start of adoption leave, you will be informed of the arrangements for covering your work and also for remaining in contact whilst you are on leave.

These arrangements will be finalised in consultation with you as far as possible. If you have employees reporting to you, you will be involved in all decisions relating to the temporary reporting arrangements to cover your adoption leave.

In addition, you will usually remain on circulation lists for internal memoranda and other documents, and will be included in invitations to work-related social events.

We will try to ensure that adoption leave does not cause you any long-term disadvantage in relation to your training needs and self-development.

As you have a right to return to work in your old job, we will seek to avoid placing you into a position of potential redundancy whilst on adoption leave. In accordance with statutory requirements, where job losses are unavoidable you will be given first consideration for any suitable alternative employment that may arise.

At least two weeks before you are due to return to work, you will be invited for an informal meeting with [job title of person]. This is in order to discuss any material points concerning your return to work. These include:

* updating you on developments at work
* considering whether any retraining needs have arisen because of staleness or new technical or other developments. It is our aim to ensure that your adoption leave does not put you at a disadvantage in relation to skills or other training needs
* providing you with the opportunity of indicating whether you wish to be considered for flexible working arrangements
* providing you with an opportunity to discuss and explain any necessary and unavoidable changes to your work.

**The right to adoption leave**

Adoption leave and pay will be available to:

* employees who adopt
* one member of a couple where the couple adopt jointly. In this case, the couple may choose which partner takes adoption leave.

**Qualification**

To qualify for adoption leave you must:

* be newly matched with a child for adoption by an approved adoption agency; this right will not therefore apply to step-parents adopting a stepchild
* have been employed continuously by the organisation for 26 weeks leading into the week in which you are notified of being matched with a child for adoption.

**Length of leave**

You are entitled to up to 26 weeks’ ordinary adoption leave followed immediately by up to 26 weeks’ additional adoption leave (presuming you qualify for the leave). This gives you a maximum of 52 weeks’ leave in total. Only one period of leave is available even if you are adopting more than one child.

If the child’s placement ends during adoption leave, you will be able to take up to 8 weeks’ adoption leave after the end of the placement.

**When can adoption leave start?**

Adoption leave can start:

* from the date of the child’s placement (whether this is earlier or later than expected) or
* from a fixed date which can be up to 14 days before the expected date of placement.

**Adoption pay**

The statutory scheme provides for 39 weeks’ pay at the current statutory rate or 90% of your average weekly earnings if this is less than the current statutory rate.

**Notification**

You are required to inform [job title of person] in writing of your intention to take adoption leave within 7 days of being notified that you have been matched with a child for adoption, unless this is not reasonably practicable. You will need to state:

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

You will also have to provide us with a ‘matching certificate’ from the adoption agency.

You can change your mind about the date you want to start your adoption leave, but will have to inform [job title of person] at least 28 days in advance, unless this is not reasonably practicable.

We will write to you within 28 days of receiving your notice, setting out the date on which we expect you to return to work if the full entitlement to adoption leave is taken.

**Contractual benefits**

You will continue to receive your contractual benefits during your ordinary adoption leave period and your additional adoption leave period (apart from remuneration).

**Holidays**

While you are on ordinary and additional adoption leave both your contractual holiday entitlement and your 28 days’ statutory holiday entitlement under the Working Time Regulations continue to accrue.

[Note: this applies to employees working an average 5 day week.]

**Returning to work**

You have the right to return:

* with your seniority, pension rights and similar rights
* on terms and conditions no less favourable than those which would have applied if you had not been absent.

You will not be subject to any detriment by the organisation because you took or sought to take adoption leave.

If you wish to return to work before the end of your adoption leave period, you must give at least 8 weeks’ advance notice in writing.

 **Keeping in touch days**

You are entitled to work for up to 10 days during your adoption leave without affecting your eligibility to SAP. These days could be for training, or just for “keeping in touch”. You are under no obligation to work these days, and we are under no obligation to provide these days. We will contact you if the opportunity for any such days arises.

MATERNITY POLICY

Policy statement

Every effort is made to encourage women to return to work from maternity leave. This policy applies to all employees, full-time and part-time.

We also recognise that arrangements for cover during the period of maternity leave and additional leave, as well as arrangements for communication during maternity leave, are important for ensuring smooth transitions at every stage.

Maternity leave

When you receive medical confirmation that you are pregnant, you should notify [job title of person] of this, the expected week of childbirth (EWC) and the date on which you want or expect to begin maternity leave (which must not be a date earlier than the 11th week before the EWC). The medical practitioner responsible for your maternity care will provide you with a form MATB1 after your 20th week of pregnancy. This should be passed to [job title of person].

As soon as practicable after the notification of your pregnancy, arrangements will be made for you to meet with [job title of person]. This will be an informal interview, the purpose of which is to ensure that:

* you understand your right to ordinary maternity leave and additional maternity leave, including the requirements for you to give appropriate notice
* the right to return to work after maternity leave is explained, together with any potential opportunities for flexible working
* arrangements for time off are known, and any possible health and safety concerns are discussed
* you know your entitlements to payment during maternity leave.

Arrangements for cover during the period of maternity leave and for enabling you to keep in touch with any developments at work are important for ensuring smooth transitions at each stage. Before starting maternity leave you will be informed of the arrangements for covering your work and also for remaining in contact whilst you are on leave. These arrangements will be finalised in consultation with you. If you have employees reporting to you, we will try to involve you in all decisions relating to the temporary reporting arrangements to cover your maternity leave.

You will usually remain on circulation lists for internal memoranda and other documents, and will be included in invitations to work-related social events.

We will try to ensure that maternity leave does not cause you any long-term disadvantage in relation to your training needs and/or self-development.

As you have the right to return to your own job after ordinary maternity leave or to a suitable alternative one if this is not practicable after your additional maternity leave, we will seek to avoid putting you into a position of potential redundancy. In accordance with statutory requirements, where job losses are unavoidable, you will be given first consideration for any suitable alternative employment that may arise.

At least two weeks before you are due to return to work, you may be invited for an informal meeting with [ job title of person] in order to discuss any material points concerning your return to work. These include:

* updating you on developments at work
* considering whether any retraining needs have arisen, because of staleness or new technical or other developments. It is our aim to ensure that your maternity leave does not put you at a disadvantage in relation to skills or other training needs
* providing you with the opportunity of indicating whether you wish to be considered for flexible working.

The interview will also provide an opportunity to discuss and explain any necessary and unavoidable changes to your work.

The opportunities for flexible working will depend on the needs of the business, but we recognise that many women will be interested in reducing their working hours or working at home for a period after their return from maternity leave. We will make every effort to accommodate requests for part-time working, provided that your duties can still be effectively carried out on such a basis. Any request for a contract variation should be made under the flexible working policy.

Time off for ante-natal care

You are entitled to take time off during your normal working hours to receive ante-natal care. You should try to arrange your appointments at the start or end of your working day, whenever possible. Ante-natal care includes:

* appointments with your GP
* hospital clinics
* relaxation classes.

You may be required to produce an appointment card or some other document confirming all appointments other than the first. You should advise [job title of person] that you will be absent as far in advance of your appointment as possible.

There will be no deduction from your salary for attendance at authorised ante-natal appointments, including any time spent travelling to and waiting for the appointment.

Ordinary maternity leave (OML)

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

Additional maternity leave (AML)

If you qualify for ordinary maternity leave you will also qualify for AML. This is a further 26 week period that starts the day after your OML ends.

**Compulsory maternity leave**

Legislation prohibits you from returning to work during the two week period (four weeks if you work in a factory) immediately after the birth of your child.

When does your maternity leave start?

You can choose to start your maternity leave at any time after the start of the 11th week before the week in which your child is due, up until the birth of your child. The only exception to this is if you are absent from work wholly or partly because of your pregnancy at any time after the start of the fourth week before your child is due. In this case the organisation reserves the right to require you to start your maternity leave on the first day after your absence.

If you have properly notified the organisation (see below) of the date on which you wish to start your maternity leave, you may vary that date provided you notify in writing [ job title of person] of the variation at least 28 days before the new date.

Notification requirements

No later than the end of the 15th week before the EWC you must give notice in writing addressed to [job title of person]. That notice must state:

* that you are pregnant
* the week in which your child is due (note that for these purposes a week begins on a Sunday)
* whether you intend to take ordinary maternity leave and/or additional maternity leave
* when you want your maternity leave to start; this date cannot be earlier than the 11th week before the EWC.

A form for this purpose can be obtained from [job title of person] (Form B-1).

You should enclose a Form MAT B1 signed by your GP or midwife with your letter which confirms the EWC.

As stated above, if you are absent from work wholly or partly because of pregnancy on the first day after the beginning of the fourth week before the EWC, your ordinary maternity leave will start the following day. You do not need to notify [ job title of person] that you intend maternity leave to start, but you will not be entitled to OML unless you have notified [ job title of person] as soon as is reasonably practicable that you are absent from work wholly or partly because of pregnancy and the date your absence began. Such notification must be in writing.

Similarly, if you give birth before your ordinary maternity leave has started, your OML period will begin on the day that follows childbirth. Again, in such circumstances you do not need to notify [ job title of person] of the date on which you intend to start ordinary maternity leave, but you are not entitled to OML unless you have notified [ job title of person] as soon as is reasonably practicable that you have given birth and the date on which birth occurred. Such notification must be in writing.

If you notify [ job title of person] of your intended start date or that your ordinary maternity leave period has been triggered due to premature absence or premature childbirth, we will notify you, in writing:

* of the date on which your ordinary maternity leave period will end
* of the date your additional maternity leave period will end.

The above notification will be given to you where we have been notified of:

* the intended start date, or that it has been triggered by premature absence or premature childbirth within 28 days from the date in which the organisation received the notification
* a variation, within 28 days of the date on which your ordinary maternity leave period started.

Stillbirth

The definition of childbirth is the birth of a child either living or dead, after 24 weeks of pregnancy. If you suffer a stillbirth you have the right to maternity leave.

Returning from maternity leave

You have the automatic right to come back to work following maternity leave and it is assumed that you will return unless you state otherwise. Although you are not required to give any formal notice of returning to work it helps us to plan for your return if you contact us in advance to discuss your return.

If you wish to return to work before your maternity leave has ended you must give at least 8 weeks’ notice of the date on which you intend to return.

Maternity pay

If you have at least 26 weeks’ service at the start of the 15th week before your child is born you will normally be entitled to receive statutory maternity pay (SMP) whether or not you intend to return to work.

Maternity pay is payable at two rates for a maximum of 39 weeks. For the first 6 weeks of absence you will be paid at the higher rate of 90% of your average earnings. After this time you will be paid at the lower statutory rate which is in force at the time.

To be entitled to maternity pay, you must give 28 days’ notice in writing of your absence on maternity grounds (as above). If you intend to take maternity leave you need only give the written notice as referred to above. Otherwise you should give separate notice, and [job title of person] can provide you with a form for that purpose.

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

If you do not qualify for maternity pay you may be able to claim state maternity allowance. [Job title of person] will be able to advise you on how to claim this.

Contractual benefits

You will continue to receive your contractual benefits during your ordinary maternity leave period and your additional maternity leave period (apart from remuneration).

Holidays

While you are on ordinary and additional maternity leave both your contractual holiday entitlement and your 28 days’ statutory holiday entitlement under the Working Time Regulations continue to accrue.

[Note: this applies to employees working an average 5 day week.]

Medical insurance

If you and, if applicable, your dependants are eligible for medical insurance, this will continue throughout your maternity leave period.

If you have covered your family at your own cost you may elect to continue such cover whilst on maternity leave if you make the appropriate contributions before taking maternity leave. If the contributions are not made the cover will automatically lapse.

If you wish to cover your new baby, you should register the baby with [job title of person] as soon as practicable.

Long-term disability insurance

If you are eligible for long-term disability insurance, this will continue throughout your maternity leave period.

Grievances related to maternity rights

If you are dissatisfied with any decision made in respect of your maternity rights, you should instigate our formal grievance procedure as set out in the organisation policy.

Health and safety

If you are employed in a position which has been identified as posing a risk to your health or that of your unborn child, you will be notified immediately, and arrangements will be made to eliminate that risk.

For this reason you are required to notify [job title of person] as soon as you are aware that you are pregnant. Arrangements will then be made to alter your working conditions or, if this is not possible, you will be offered a suitable alternative job for the duration of your pregnancy.

If there is no alternative work we reserve the right to suspend you on full pay until you are no longer at risk.

These alternative arrangements may continue for 6 months after the birth of your child if you are still considered to be at risk.

If you have any concerns about your own health and safety at any time, you should consult [job title of person] immediately.

Returning to work

If you return to work immediately after a period of ordinary maternity leave, you will return to work in the same job that you left. If, for health and safety reasons, you were doing a different job while you were pregnant, you may be required to return to that different job for a short time if you are still at risk when you return to work.

If you return to work from a period of additional maternity leave you will be entitled to return to the job in which you were employed before your absence. If that is not reasonably practicable for the organisation, then you will return to another job which is both suitable and appropriate in the circumstances.

Your right to return means that you return on terms and conditions no less favourable than those that would have been applied if you had not been absent and with the same level of seniority, pension rights and other similar rights.

If annual salary reviews occur during your period of absence, you will be notified of your reviewed salary at this time. You will receive your reviewed salary upon your return to work.

If you decide not to return to work, you should notify [job title of person] of your decision immediately. You must give notice in accordance with the terms of your contract. If you have received contractual maternity pay in excess of your statutory entitlement, you will have to repay this amount to the organisation upon termination of your contract.

If you cannot return to work because you are ill, you should notify [job title of person], who will advise you how much, if any, sick leave you are entitled to.

Keeping in touch days

You are entitled to work for up to 10 days during your maternity leave without affecting your eligibility to SMP. These days could be for training, or just for ‘keeping in touch’. You are under no obligation to work these days, and we are under no obligation to offer you these days. We will advise you if the opportunity for any such days arises.

**APPENDIX R Dependant Leave Policy**

**Policy Statement**

The organisation is committed to supporting employees, wherever possible, in the event of an emergency occurring at home. This policy sets out the approach that the organisation will take when an employee requests time off work to address a domestic emergency situation.

This policy applies to all employees.

This policy only applies where the situation is a genuine domestic emergency. It does not apply where the reason for time off work is planned or known in advance, for example where an employee wishes to undertake repair work or receive home deliveries.

**Reasonable time off work**

An employee may be allowed to take a reasonable period of time off work where this is considered necessary to deal with an emergency. The amount of time off should only be for as long as is necessary to deal with the immediate situation. This will usually be no more than one day.

When the emergency situation has been addressed, the employee will be expected to return to work as soon as possible.

**Pay**

Where time off work is granted by the organisation, this will be **[unpaid/paid]**.

**Requesting time off work**

Any employee who requires time off work to address a domestic emergency must inform their line manager as soon as possible, either in person or by telephone where this is not possible. The employee must explain the situation that has arisen, the reason for requiring time off work and the likely duration of time off that will be needed.

The organisation reserves the right to refuse a request for time off where this is not considered reasonable or necessary and to make any final decision on the amount of leave that will be allowed where time off work is considered necessary.

**Taking time off work**

The organisation will decide the period of time off work that it considers reasonable to allow the employee in the circumstances and will confirm the date on which the employee is expected to return to work.

If, for any reason, the employee is unable to resume work on the agreed date, he or she must inform their line manager immediately.

Any employee who fails to return to work on the agreed date, without a reasonable explanation, may be subject to disciplinary action. In serious cases, this could result in dismissal.

**Refusal of a request**

Any employee who believes that he or she has been unreasonably refused time off work should discuss this with their line manager in the first instance.

If the employee believes that the matter remains unresolved, he or she may wish to raise the matter in accordance with the Organisation grievance procedure.

**Extended periods of leave**

If an employee requires an extended period of time off work, he or she must discuss this with their line manager in the first instance.

The organisation may, at its entire discretion allow the employee to take an extended period of leave and will consider the most appropriate way to accommodate this. This may, for example, include allowing the employee to take a period of annual leave, requiring an employee to work on another occasion to make up the time off work, or granting a further period of time off work on an unpaid basis.

**APPENDIX S Compassionate Leave Policy**

1. Purpose

The purpose of this policy is to set out the organisation’s approach to compassionate leave. The organisation recognises that employees do face difficult personal situations where they might need support from the organisation.

1. Death of close family member

In the event of the death of a partner, parent, child, grandparent, sibling or stepchild/parent, employees will be entitled to take two days’ compassionate leave on full pay. There is no qualifying period of service required to be entitled to take compassionate leave.

1. Other compassionate leave

Compassionate leave relating to a situation other than the death of a close family member will be at the discretion of the line manager. Compassionate leave of more than two days, following the death of a close family member, will also be at the discretion of the line manager.

There is no automatic right to extend compassionate leave by taking unpaid leave.

1. Requesting compassionate leave

The organisation recognises that, in many situations, the employee will not be aware that compassionate leave is going to be required. As soon as reasonably practicable the employee should contact their line manager to explain what has happened, and to request compassionate leave. The line manager will confirm how much leave is to be given, and whether or not it is paid. The line manager will then inform the payroll department of their decision.

1. Unpaid leave

The **Employment Rights Act 1996** allows employees to take unpaid leave in the event of an emergency related to a dependant. The right to take this leave is not affected by this policy.

1. Appeals

If an employee is refused the opportunity to take compassionate leave and wishes to appeal against this decision, the appeal should be made in writing to the manager of the employee’s line manager. All appeals will be addressed quickly, and within a maximum of five working days.

1. Making unfounded requests

If any employee abuses the policy by making false or inaccurate requests for compassionate leave this will be a disciplinary offence, and disciplinary action is likely to be taken.

**APPENDIX T Flexible Working Policy**

**Work Life Balance (Flexible Working)**

The organisation supports the principle that employees should enjoy a work-life balance and acknowledges that all individuals at all stages of their career work best when they are able to achieve an appropriate balance between work and all other aspects of their lives. In becoming committed to work-life balance, the organisation:

* Recognises that effective practices to promote work-life balance not only benefits both the organisation and its employees, it also promotes the health and well-being of employees
* Highlights the employer’s and the employee’s joint responsibility to discuss and agree workable solutions and encourage a partnership between individuals, their colleagues and their line managers’
* Will develop appropriate policies and practical responses that meet the specific needs of the organisation and its employees, having regard to:

	+ fairness and consistency
	+ valuing employees for their contribution to the service, not their working pattern;
	+ monitoring and evaluation
* Will communicate its commitment to work-life strategies to its employees;
* Will demonstrate leadership from the top of the organisation and encourage managers to lead by example.
* In recognition of our commitment to ensuring that the organisation can achieve this balance, it is our intention to promote working practices that benefit both the organisation and employees.

It is the organisation’s intention to be flexible on working patterns for **all** employees, regardless of how long they have worked for the organisation, their seniority, current working pattern, age, sex, race, religion, belief, sexual orientation, whether they have a disability or whether they are employed on a permanent or fixed term basis and whether or not they qualify under the Statutory Right to Request Flexible Working.

Flexible working can be occasional; temporary or longer term and include Part time / Reduced Hours Working Staggered Hours Working Compressed Hours Working Home Working. A corresponding procedure mote details the processes to be applied.

# Breaches of Policy

Any breaches of this policy will be subject to disciplinary procedures as specified in the Disciplinary Policy.

**APPENDIX U Data Protection and Confidentiality Policy**

**Policy Statement**

In the course of your work you may come into contact with or use confidential information about employees, clients and customers, for example their names and home addresses. The Data Protection Act 1998 contains principles affecting employee and other personal records. Information protected by the Act includes not only personal data held on computer but also certain manual records containing personal data, for example employee personnel files that form part of a structured filing system. The purpose of these rules is to ensure you do not breach the Act. If you are in any doubt about what you can or cannot disclose and to whom, do not disclose the personal information until you have sought further advice from your line manager.

You should be aware that you could be criminally liable if you knowingly or recklessly disclose personal data in breach of the Act. A serious breach of data protection is also a disciplinary offence and will be dealt with under the organisations disciplinary procedures. If you access another employee’s personnel records without authority, this constitutes a gross misconduct offence and could lead to your summary dismissal.

**The data protection principles**

There are 8 data protection principles that are central to the Act. The organisation and all its employees must comply with these principles at all times in its information-handling practices.

In brief, the principles say that personal data must be:

1. Processed fairly and lawfully and must not be processed unless certain conditions are met in relation to personal data and additional conditions are met in relation to sensitive personal data. The conditions are either that you have given consent to the processing, or the processing is necessary for the various purposes set out in the Act. Sensitive personal data may only be processed with your explicit consent and consists of information relating to:
* race or ethnic origin
* political opinions and trade union membership
* religious or other beliefs
* physical or mental health or condition
* sexual life
* criminal offences, both committed and alleged.

2. Obtained only for one or more specified and lawful purposes, and not processed in a manner incompatible with those purposes.

3. Adequate, relevant and not excessive. The organisation will review personnel files on an annual basis to ensure they do not contain a backlog of out-of-date information and to check there is a sound business reason requiring information to continue to be held.

4. Accurate and kept up-to-date. If your personal information changes, for example you change address, you must inform your line manager as soon as practicable so that organisation records can be updated. We cannot be held responsible for any errors unless you have notified us of the relevant change.

5. Not kept for longer than is necessary. The organisation will keep personnel files for no longer than 6 years after termination of employment. Different categories of data will be retained for different time periods, depending on legal, operational and financial requirements. Any data, which the organisation decides it does not need to hold for a period of time, will be destroyed after one year. Data relating to unsuccessful job applicants will only be retained for a period of one year.

6. Processed in accordance with the rights of employees under the Act.

7. Secure, technical and organisational measures will be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, data. Personnel files are confidential and are stored in locked filing cabinets. Only authorised employees have access to these files. Files will not be removed from their normal place of storage without good reason. Data stored on CD-ROM or other removable media will be kept in locked filing cabinets. Data held on computer will be stored confidentially by means of password protection, encryption or coding and again only authorised employees have access to that data. Freemans has network backup procedures to ensure that data on computer cannot be accidentally lost or destroyed.

8. Not transferred to a country or territory outside the European Economic Area unless that country ensures an adequate level of protection for the processing of personal data.

**Your consent to personal information being held**

The organisation holds personal data about you and, by signing your Contract of Employment, you have consented to that data being processed by us. Agreement to the organisation processing your personal data is a condition of your employment. The organisation also holds limited sensitive personal data about its employees and, by signing your Contract of Employment, you give your explicit consent to the organisation holding and processing that data, for example sickness absence records, health needs and equal opportunities monitoring data.

**Your right to access personal information**

You have the right, on request, to receive a copy of the personal information that the organisation holds about you, including your personnel file, and to demand that any inaccurate data be corrected or removed.

You have the right on request:

* to be told by the organisation whether and for what purpose personal data about you is being processed;
* to be given a description of the data and the recipients to whom it may be disclosed;
* to have communicated in an intelligible form the personal data concerned, and any information available as to the source of the data;
* to be informed of the logic involved in computerised decision-making.

Upon request, the organisation will provide you with a statement regarding the personal data held about you. This will state all the types of personal data we hold and processes about you and the reasons for which they are processed. If you wish to access a copy of any personal data being held about you, you must make a written request for this and the organisation reserves the right to charge you a fee of up to £10. To make a request, please complete a Personal Data Subject Access Request Form, which can be obtained from your line manager.

If you wish to make a complaint that these rules are not being followed in respect of personal data the organisation holds about you, you should raise the matter with your line manager. If the matter is not resolved to your satisfaction, it should be raised as a formal grievance under the organisation’s grievance procedure.

**Your obligations in relation to personal information**

You should ensure you comply with the following guidelines at all times:

* do not give out confidential personal information except to the data subject. In particular, it should not be given to someone from the same family or to any other unauthorised third party unless the data subject has given their explicit consent to this;
* be aware that those seeking information sometimes use deception in order to gain access to it. Always verify the identity of the data subject and the legitimacy of the request, particularly before releasing personal information by telephone;
* only transmit personal information between locations by fax or e-mail if a secure network is in place, for example, a confidential fax machine or encryption is used for e-mail;
* if you receive a request for personal information about another employee, you should forward this to your line manager who will be responsible for dealing with such requests;
* ensure any personal data you hold is kept securely, either in a locked filing cabinet or, if computerised, it is password protected;
* compliance with the Act is your responsibility. If you have any questions or concerns about the interpretation of these rules, take this up with your line manager.

**APPENDIX V Model Redundancy Policy**

**1. Introduction**

From time to time the organisation may require fewer employees to work because of economic, technological or business-related reasons. This could result in some employee redundancies.

The purpose of this policy is to lay out how the organisation will manage impending employee redundancies and, if necessary, any decision to implement proposed redundancies. It is the organisation’s intention to avoid redundancies wherever possible, and if they should be unavoidable to mitigate their effect. Furthermore, this policy reflects the organisation’s commitment to full employee consultation and to provide appropriate support to employees should redundancies take place.

This policy also applies to any situation where fewer employees are required, due to a reorganisation of work.

This policy is non-contractual.

**2. Alternatives to redundancy**

Before making any compulsory redundancies the organisation will first take all reasonable steps to identify feasible alternatives to meet the needs of the business.

These will include:

(a) restriction of external recruitment;

(b) reduction in overtime;

(c) introduction of possible short-time working or temporary lay-offs;

(d) introduction of flexible working hours/days;

(e) ‘ring-fenced’ internal recruitment and redeployment to alternative work;

(f) consideration of terminating or restricting the engagement of temporary/agency

 employees;

(g) voluntary reduction in remuneration; and

(h) voluntary redundancy and ‘bumping’ (see section 3 below)

**3. Voluntary redundancy**

In the event of proposed redundancies the organisation will invite all affected employees to apply for voluntary redundancy. Employees who are not directly affected by the redundancy proposal may also apply. The application period will be limited to a specific period of time. The organisation may at its absolute discretion accept or reject any application and is under no obligation to discuss its reason(s) with the applicant.

When an application for voluntary redundancy is accepted, the employee will be notified in writing and invited to a meeting with a relevant manager to discuss the next steps and the redundancy payment that is available. Whether any enhanced redundancy payment or other severance entitlements are available will depend on the circumstances of each case.

Once the employee’s application has been accepted and the employee has agreed to the redundancy payment offered at the meeting, the organisation is under no obligation whatsoever to accept a withdrawal of his or her application.

When an application for voluntary redundancy is accepted the organisation will explore the possibility of ‘bumping’ the employee into a job that is to be made redundant. This will enable the employee who might otherwise be made redundant to be ‘bumped’ into an alternative job that is not to be made redundant. There are no guarantees that any ‘bumping’ will take place, but the organisation will take reasonable steps to investigate the feasibility of such a process.

**4. Consultation and information**

Scenario (1): There are one or more recognised trade unions

The organisation will carry out meaningful consultation with [*insert name(s) of relevant union(s)*] in respect of proposed redundancies.

This will take place in accordance with the following timescales:

* a minimum of 30 days’ consultation where between 20 and 99 proposed redundancies are to take place at one establishment over a 90 day period, or
* a minimum of 90 days’ consultation where 100 or more proposed redundancies are to take place at one establishment.

Individual employees will also be consulted separately, as appropriate.

Scenario (2): There are existing (elected/appointed) employee representatives

The organisation will carry out meaningful consultation with [insert *the name of the relevant appropriate employee forum(s)*] in respect of proposed redundancies. This will take place in accordance with the timescales shown under scenario (1) above.

Individual employees will also be consulted separately, as appropriate.

Scenario (3): There are no employee representatives

Where 20 or more redundancies are to take place at one establishment within a 90 day period [*the organisation*] will arrange for the election of employee representatives by secret ballot of the affected workforce. Where an insufficient number of representatives are elected the organisation will arrange for the appointment of employee representatives.

Individual employees will also be consulted separately, as appropriate.

Consultation and information:

The organisation is committed to providing full and proper information to trade union/employee representatives during the consultation process. Furthermore, adequate time will be provided for them to consult the employees whom they are representing and to respond to proposals and other information presented to them during the consultation process. Wherever practicable the organisation will endeavour to incorporate the views of trade union/employee representatives into its management of the proposed redundancies.

Information provided will include the:

* reason(s) for the proposed redundancies;
* numbers and categories of employees affected, specifying those whom it is proposed to make redundant;
* proposed method of selecting those for redundancy;
* proposed method of carrying out the redundancies;
* time period over which the redundancy dismissals will take place; and
* proposed method of calculating redundancy payments (where non-statutory payments are to be made).

Individual consultation

The organisation will enter into individual consultation with all employees provisionally selected for redundancy who are ‘at risk’. Each employee will be given information about the proposed method of redundancy selection, including any selection criteria to be used. They will be informed subsequently of the basis for their selection and be invited to make representations to their relevant manager about their redundancy selection before any final decision about who is to be given notice of dismissal is taken.

 *Insert if applicable*: [Every employee who will be dismissed for purposes of redundancy will be invited to an individual meeting with their relevant manager. At this meeting they will be told that they are to be dismissed. They will be informed of the appropriate time scales and redundancy payment that is available. Any other severance payments will be explained to them.]

**5. Redundancy selection**

The selection criteria to be used in the case of redundancy will change from time to time to reflect the needs of the organisation. The criteria to be used will be fair and robust in application. [*Insert if applicable*: It will also be subject to consultation with trade union/employee representatives.]

**6. Alternative work**

The organisation will make every reasonable effort to identify and offer suitable alternative work to those employees whom it proposes to make redundant. In the first instance, these employees will be notified of all existing vacancies when they are notified of their selection for redundancy. They will be given the opportunity to discuss these vacancies with the relevant manager(s). Further meetings may be necessary for the employee and relevant manager(s) to explore the individual’s suitability. Any offer of suitable alternative work which is accepted by the employee will be subject to a statutory trial period of four weeks.

If the new position is subsequently deemed unsuitable by the organisation the employee’s employment will be terminated at the end of the trial period. S/he will receive a statutory redundancy payment based on the date on which their original job became redundant. In these circumstances, should another suitable alternative job be available, the employee will be offered that job and be subject to a further trial period of four weeks.

Should the organisation consider a vacancy to be suitable as an offer of alternative work, but the employee unreasonably refuses that offer, or, having taken up the offer resigns that position before the end of the trial four week period, the employee will forfeit their right to a statutory redundancy payment.

Any period of four weeks may be extended by the organisation because of the need for re-training without affecting the employee’s right to a statutory redundancy payment.

The organisation reserves the absolute right to make a decision about the employee’s termination of employment.

Special consideration will be given to providing suitable alternative work for those on maternity leave on the date of their proposed redundancy dismissal.

The duty of the organisation to seek suitable alternative work for redundant employees will continue up to and including the date of the employee’s termination of employment.

The organisation reserves the right to select the best candidate for any job where there is more than one suitable candidate and may apply appointment selection criteria. During any period of redundancies the organisation will ‘ring-fence’ any vacancies as being open only to internal candidates unless there are circumstances where it reasonably believes there are no suitable internal candidates.

**7. Time-off to look for work/undergo training**

Any employee under notice of redundancy dismissal who has at least two years’ continuous service will be granted reasonable time off to look for alternative work with another employer. This will also include reasonable time off to attend interviews or to undergo training for alternative work. Appropriate time off will be arranged with the employee’s line manager.

**8. Support for redundant employees**

The organisation will make every reasonable attempt to support any employee who is made redundant. Depending on resources available at the relevant time outsourced support may be arranged. Requests from employees for financial support with training/educational costs will also be considered.

**9. Statutory redundancy payments**

Those employees with two or more years’ continuous service with the organisation will be entitled to receive a statutory redundancy payment. This will be calculated according to their age, length of service and final gross weekly pay subject to the statutory maximum (based on the maximum rate of a week’s pay at the time of the redundancy dismissal).

**10. Notice and termination of employment**

The organisation may decide to waive its right for the redundant employee to work his or her contractual notice.

If this situation is brought about by the organisation a payment in-lieu of notice (PILON) will be made. Depending upon whether there is a PILON clause in the employee’s employment contract, the payment will be made free of income tax and National Insurance contributions up to a sum of £30,000.

If this situation is brought about by the employee [*the organisation*] will consider whether it is prepared to agree to a shorter notice period. The employee may serve statutory counter notice. It is normal practice for the organisation to accept such notice, unless there are exceptional circumstances.