Statement of terms and conditions of employment

April 2026



(Insert Organisation Name)

Index

Reference	Subject	Page number
	Index	2
	Introduction	3
A1	Hours of work	4
A2	Pay arrangements	5
A3	Annual leave	6
A4	Absence	8
A5	Sickness benefit scheme	10
A6	Maternity	13
A7	Paternity	18
A8	Adoption	19
A9	Shared parental leave	24
A10	Neonatal care leave	26
A11	Special leave	27
A12	Parental leave	29
A13	Flexible working	30
A14	Disciplinary procedure	31
A15	Grievance procedure	36
A16	Pensions	39
A17	Periods of notice	40
A18	Redundancy	41
B1	Health and safety	45
B2	Equality, Diversity and Inclusion	47
B3	Dignity at work	48
B4	Training & development	49
B5	Travel & subsistence	51
B6	Trade union membership	53
C1	Code of conduct	54
C2	Personal Information	56
C3	Personal Property	57

Introduction

EVH – supporting social employers

We offer a warm welcome to you as a new employee of (……), which is a member of the federation of employers known as **EVH – supporting social employers (EVH).** Your terms and conditions have been agreed in negotiations with Unite the Union who we recognise for collective bargaining purposes.

Continuity of service

If you transfer your employment from one full member of EVH to another fully affiliated member, this will represent continuity of employment. This applies if at least one of the following clauses are met:

- your contract is permanent with both employers;
- you are working on a fixed-term contract with a member who offers you a permanent post; or
- your fixed-term contract lasts for at least two years with your new employer.

So, in terms of all contractual (but not statutory) terms and conditions of employment, we will carry forward your reckonable service to the new workplace. Continuity of service will not transfer if your contract with your current employer terminates with a redundancy package. Your salary and incremental entitlement is also protected unless the transfer is to a job of a lower grade. This benefit applies even if you have a break of service between moves, as long as the break is no more than one year. This is an important benefit of working for a full member of EVH.

If we negotiate any changes to your terms and conditions with the union, we will tell you about them in writing within a month of them taking effect.

Please study this document carefully and make sure you ask your line manager if there is anything you do not understand. As well as your contract of employment (which formally offered you employment), these terms and conditions will form the basis of your contract with (……).

We sincerely hope that you will enjoy your employment with us and that the experience will be both a rewarding and successful one.

A1

Hours of work

Your normal full-time hours of work will be 35 hours per week but your exact working pattern including breaks is as specified in your contract of employment.

You may have to work different shift patterns to meet business needs. You may also be allowed to work flexible hours within set parameters. If this applies to you, this will be clearly outlined in your contract of employment letter or another formal document.

If you work part–time, your normal working hours will be outlined in your contract of employment letter.

We expect all employees to be on time and come to work. Persistent lateness or unacceptable levels of attendance will lead to disciplinary action, which could lead to dismissal.

At times, we may need you to work a different shift or some extra hours, we will give you reasonable notice of this whenever possible. If you do work more than your normal hours, we will give you time off in lieu (paid time off for the extra hours worked) or pay you overtime at your normal hourly rate, as shown in the guidelines below. We may offer one of those options or both.

In an emergency, or for particular jobs agreed between you and your line manager beforehand, we may pay you overtime. In these cases, we will pay you:

- your normal hourly rate for up to 35 contractual hours each week (equivalent of the full-time contract) and then;
- time and a half, for any hours worked over 35 hours.

A2

Pay arrangements

1. Method

We will pay you by direct credit transfer to your bank account. This will normally be on a *monthly/four–weekly* basis and we will let you know about any change to this. We give an itemised pay statement to every employee showing all payments and deductions leading to your final net pay.

2. Salary scales

EVH operate a common job-grading system and salary structure. For each job grade, there are a series of spinal points setting out specific salary amounts. Your contract of employment letter will state the specific job grade which applies to you, with the appropriate spinal point and salary.

On 1st April each year, any employee who has been in post from 1st October from the previous year in their current grade will automatically receive a salary increment, by moving up one spinal point until reaching the top spinal point within that job grade.

We publish salary scales each year and they can be accessed from (…….).

If your post is evaluated to a lower grade your salary will be protected for a three year period.

3. Responsibility allowances

If you temporarily have to cover a post of a higher grade for a continuous period of at least four weeks, the following rules will apply.

- We will pay a responsibility allowance to you, which will increase your salary, usually to the lowest spinal point of the grade that would apply to you if you were promoted to the post.
- We will not use this kind of temporary cover as a way of leaving a necessary post unfilled.

4. Death in service

If you die while still employed with us, we will pay your executor (or the person entitled to be appointed as an executor), all outstanding salary due to you up to and including the date of your death. (This will include your notice period and any pay in lieu of holidays, overtime, allowances and so on).

Your employer will immediately inform the pension scheme administrators (as appropriate). The pension scheme administrator will then contact your executor.

A3

Annual leave and public holidays

All employees should enjoy a break from work each year. The standard paid annual leave entitlement is 8 weeks (equivalent to 40 days) of annual leave for full-time employees, including public holidays.

The annual leave year runs from **day/month to day/month.**

To book leave, you must get approval from your manager as they will need to make sure that the business needs are met. **(The procedure for booking leave can be accessed from (…..)).** You will be allowed at least three weeks' leave between the months of May and September if you want time off in this period.

Part time staff are entitled to a proportion of annual leave corresponding with the ratio of their contracted hours compared with the full time hours.

You accrue annual leave days during the current annual leave year. Because of this the following applies.

a) We give you your whole entitlement on the **day/month** on the assumption that your employment will continue for the whole annual leave year.
b) If you join after **day/month**, we will calculate your entitlement on the assumption that your employment will continue for the rest of the annual leave year.
c) If you stop working for us during the annual leave year, we will calculate your annual leave entitlement based on the period of the annual leave year which you have actually worked.

You can use the same formula as above to work out the amount of annual leave entitlement earned during a period of employment for both new employees and leavers. If you leave during the annual leave year and:

a) have taken more leave than you are entitled to, we will deduct the balance from your final pay.
b) have accrued more leave than you have taken, we will pay you the balance in your final pay, if you are not able to take it before you stop working for us.

You and your manager will try and schedule in dates for the full year's entitlement by the start of the annual leave year. This way, we can make sure we have enough staff cover and you will get the maximum benefit of the planned breaks from work. If long-term sickness prevents you from taking the minimum statutory 5.6 weeks (196 hours per full time contract) of combined annual leave and public holidays, we will carry the balance forward to the next annual leave year. In certain circumstances, you may be able to carry forward up to 1 week (5 working days for full time employees) annual leave you were not able to take by **day/month** due to pressure of work, if the senior officer agrees. However, you must take at least 5.6 weeks of combined annual leave/public holiday in any annual leave year.

If you are off on long-term sick leave of more than 6 months, we may reduce your annual leave pay to the statutory minimum entitlement of 5.6 weeks in line with the (….) policy. We would only do this after speaking to you and taking account of all the facts. If it is not possible to take the annual leave you have within the year it is accrued due to sickness absence, we will transfer any remaining balance to the next year's entitlement.

Included in the total entitlement of 8 weeks, there are set 15 general and public holidays that apply to all staff which are noted below:

- 25, 26 and 27 December }
- 1, 2 and 3 January }

or on alternative days (either where days fall on a weekend or where agreed differently)

- Good Friday and Easter Monday
- First Monday in May
- Monday on or after 24 May and the Friday before
- Local Summer 'Fair' Friday and Monday
- Last Monday in September and the Friday before this (or local alternative)

The relevant dates will be decided each year by your governing body and communicated to you prior to the start of the annual leave year.

Any taken public holidays will be deducted from the overall leave entitlement for all staff, whether full or part time, permanent or temporary.

We realise that the list of public and general holidays above includes some Christian festivals, but not those of other religions. If you ask for paid time off to honour other religious festivals, we will normally allow this and then days will be deducted from your normal annual leave entitlement.

If a general or public holiday falls within a period of annual leave entitlement, we will not take this from your annual leave entitlement for that day.

If you have to work for any length of time on a general or public holiday, you will receive time-off-in-lieu which equals:

- One full contractual day in recompense where the holiday has already been deducted from your overall leave entitlement + the number of hours you actually worked on the general or public holiday.

A4

Absence

If you cannot come to work, either due to illness or for any other reason, you must tell your line manager (or if not available, another manager) at your place of work as soon as is reasonably possible. You should do this before you were due to start your shift and if not possible, preferably within one hour of your starting time. You must fill in a self-certification form, whether or not you are entitled to sickness allowances and whatever the length or reason for the absence. Pre–arranged authorised absences including annual leave are not covered by this procedure.

1. Keeping in touch

You are responsible for letting your manager know the reasons for any absence and how long it will last. If it is impossible for you to get to a phone on day one of your absence, you should make sure that someone else calls on your behalf. After this, you should contact your line manager as soon as you can and maintain regular contact as outlined in the Attendance & Absence Management Policy or otherwise agreed with your line manager.

If you fail to keep in touch, we will try to contact you if we feel this is appropriate or necessary. If we feel a meeting is necessary to discuss your health and return to work, we will invite you to attend in writing. If you fail to keep in contact, we reserve the right to withdraw Occupational Sick Pay of which you will be notified in writing.

2. Fit notes

If you are off due to illness or injury for more than seven calendar days in a row, you must provide a fit note as soon as possible.

If the doctor ticks the ‘may be fit for work’ box, a meeting will be arranged with your line manager to discuss adjustments, if any are suggested. Although the employer does not have to follow the doctor’s advice, we will do our best to help you return to work. However, if we cannot agree about the adjustments, you will remain off sick. If we agree a phased return to work, the days you are still off sick within the agreed period will count as one period of absence.

3. Long term absence

If you are off sick for more than four weeks, and you are not sure when you can return, we will ask your permission to contact your GP for a written medical report or may put in a referral to occupational health. If you are off for less than four weeks or you are not currently off sick but we feel there is a pattern to your short term absences, or there is a concern of an underlying medical condition, we may ask for this report (or refer you to an occupational health provider for an independent medical assessment). We will make you fully aware of your rights relating to giving us permission. In these cases, we will provide your GP or the Occupational Health professional with an overview of your job role, reason and outline of your absence and ask their medical opinion of when you are likely to return to work, your fitness to resume to full duties and any reasonable adjustments the organisation can consider.

In certain circumstances, we may ask that you are seen by a registered medical practitioner we have chosen. We will pay any costs involved in this. This appointment will be concerned with whether you are fit to resume your duties. You will receive a copy of any resulting medical report**.** We will treat all medical records in the strictest confidence.

4. Managing absence and attendance

We treat these two processes differently.

- Managing absence relates to managing a person back to work by making reasonable adjustments, where possible, and dealing with the ability to carry out your work duties, taking into consideration any medical advice, an employee's comments and our business needs.

- Managing attendance refers to dealing with unacceptable levels of short term, frequent absences, with no reference to any particular absence or medical condition. We will follow this route in line with our absence management and disciplinary procedure.

A5

Sickness benefit scheme

All employees can benefit from this scheme as long as their absence from work is due to their own sickness or injury and they keep to the requirements of section A4. However, the scheme will not apply if:

- you go off sick while taking part in a stoppage of work due to a trade dispute at your place of work;
- you go sick while on maternity or adoption leave;
- on the first day of sickness you have already used up your sickness allowance entitlement in the previous 52 weeks; or

During your period of absence if you work for another employer this may affect your entitlement to Company Sick Pay. Your line manager will discuss this with you before any decision is made. You may ask for unpaid leave and we will consider if we are able to accommodate this. However, if you do not tell us about these instances, we may take disciplinary action, which may lead to your dismissal.

1. Scale of allowances

In any one rolling period of 52 weeks, we will pay a sickness allowance in line with the following scale.

Continuous service at the date sickness starts	Full allowance paid for:	Half allowance paid for:
Up to 1 year	5 weeks	5 weeks
Over 1 and under 2 years	9 weeks	9 weeks
Over 2 and under 3 years	18 weeks	18 weeks
Over 3 and under 5 years	22 weeks	22 weeks
Over 5 years	26 weeks	26 weeks

Statutory Sick Pay (SSP) is not a benefit of employment. It is quite different to the occupational sickness allowances mentioned above, and we pay it on behalf of the Government.

The scale of entitlement to SSP is published by the Government and normally changes in April which is the beginning of the tax year.

If you are not entitled to SSP, we will tell you by sending you the appropriate government form. It is then your responsibility to claim any other State Benefit which you may be entitled to.

2. Working out sickness allowances

Your allowance is worked out based on your current rate of basic pay (See below). We refer to this as your 'normal pay'.

- Your entitlement to Occupational Sick Pay is based on your continuous service at the first date of your period of absence.

- The full allowance**,** referred to above, equals your normal pay, and includes any Statutory Sick Pay (SSP) which you may be entitled to.
- The half allowance referred to above, equals half your normal pay plus SSP (if you have any left). However, you cannot receive more than your normal full pay.
- In working out the level and period of allowance still due, we will review the previous 12 months before the start of your current sick leave. We will add up all periods of sick leave. We will then take this from the full allowance entitlement first and then any balance from the half allowance entitlement. Anything left will be what you are still entitled to.
- We will pay you the sickness allowance according to your basic contractual hours (not including overtime).
- For the purposes of working out SSP, qualifying days are treated as Sunday to Saturday.
- If you cannot come into work as a result of coming into contact with a notifiable infectious disease (that is reportable to RIDDOR in line with the Health and Safety at Work Act), you should tell us. You will then receive your full pay sickness allowance. We will not take the period of absence from your normal entitlement.
- If you return to work on a phased basis, we will only pay your salary for the hours and days actually worked. The days and hours that you are still off sick will entitle you to SSP (if eligible) and the occupational sick pay you are eligible to and this will be taken off your entitlement. Or you can ask to take it from your annual leave, time off in lieu or unpaid leave instead.

We work out your occupational sick pay using your basic pay. We will only consider overtime if this is stated in your employment contract.

3. Criminal or civil compensation

If you are injured as the result of being the innocent victim of a criminal act, we will not take any sick leave from your normal entitlement.

If the Criminal Injuries Compensation Board grant you compensation, you will not need to refund any sickness allowance we have paid out.

If you are paid damages from a third party for loss of earnings due to a sickness or injury, we will ask you to repay any sickness allowance paid out but not more than the actual allowance paid or the amount of damages received for loss of earnings.

4. Professional / Non Professional Sport

If the sickness or injury arises out of or in the course of following another occupation or sport on a professional or non professional basis and you are paid damages from a third party for loss of earnings resulting from this, we will ask you to repay any sickness allowance paid by the organisation subject to offset of any loss of earnings incurred as a direct result of the injury and / or absence.

5. Work-related sickness or injury

We will not take a period of absence due to sickness or injury caused by an accident in the course of your employment from your entitlement to sickness allowance.

If you are still unfit for work at the end of the appropriate full allowance period, the Governing Body will review the case to decide on any appropriate levels of allowance which should be made.

If your absence is the result of an accident at work directly resulting from your deliberate misconduct, we will withhold sickness allowance and we will also investigate it under the disciplinary procedure (see A13). If you disagree, the grievance procedure is available for use (see A14).

6. Unpaid sickness

We will tell you in writing when your period of sickness allowance is going to end. After this, you will not receive any pay from us for any period of sickness. (SSP may still be due to certain employees)

7. Absence due to an underlying medical condition

We will manage all periods of sickness sympathetically and make sure that at all times we are aware of your current condition and likelihood of your return to work. We may also ask for a medical opinion. However, we would tell you about this and you will be given a copy of the report.

If a doctor confirms that you are permanently unable to return to your current job, we will try to find you other suitable employment in the organisation. If this is not possible, you can apply to retire for reasons of ill health retirement (if available under a pension scheme).

If you may be able to return to work, but not in the short term, we will do our best to keep your post open for as long as is reasonably possible. When we need to review the situation, we will:

- make all necessary enquiries from you and your doctor (as explained in A4) or occupational health (or both);
- consult you before we make a decision; and
- consider the nature of your job, the nature, effect and length of illness, the size of the company, and our ability to offer other suitable work, where necessary.

However, if we can no longer continue with temporary arrangements and cannot offer you other suitable employment, we may dismiss you on capability grounds.

8. Sickness during annual leave or a public holiday

If during an authorised period of annual leave, you fall ill, and you produce either a self-certification or fit note, we may count the period as sick leave and not as annual leave. You must speak to your manager on the first day of your return to work or earlier if possible and provide them with the necessary certification.

If there is a public or general holiday during your period of sickness, and you provide a self-certification or fit note this will be counted as sick leave and you will receive the holiday at another time.

A6

Maternity

1. General

If you are pregnant, you are entitled to 52 weeks of continuous maternity leave (26 weeks' continuous Ordinary Maternity Leave and 26 weeks' continuous Additional Maternity Leave).

If you have completed one year of service by the beginning of the 28th week of pregnancy, you will be given the additional benefits associated with the occupational maternity pay (depending on the conditions explained below).

You are also entitled to paid time off during working hours to receive antenatal care as long as you can produce an appointment card for all antenatal visits (after the first one).

The benefits of leave and pay as outlined in this section will not apply if a pregnancy ends before the 24th week of pregnancy unless you give birth and the baby survives. However, if there is a stillbirth after the 24th week of pregnancy, we will provide the benefits of pay and leave as noted in the terms and conditions below.

2. Notice

You should tell your line manager as soon as possible if you plan to take maternity leave. You must do so in writing no later than by the end of the 15th week (24th week of pregnancy) before the expected week of confinement (EWC) (or as soon as is reasonably possible). This should state:

a) the fact you are pregnant;
b) your EWC (or actual date of birth if it has already happened); and
c) the date you want your leave to begin.

You should also enclose a copy of your maternity certificate (MAT B1) as soon as your midwife/doctor gives you it.

You can change your mind about the start date of your maternity leave (as long as this is no sooner than 28th week of pregnancy). If you do, let your line manager know in writing, at least 28 days before the new date.

Our notice
Your line manager will give you notice in writing about the date your maternity leave will end. This will be the first day after the 52 weeks from the start date of your maternity leave. We will do this within 28 days from receiving your notice about the date you plan to start your leave (or, if you change that date, 28 days before the new date or as soon as reasonably possible).

3. Maternity leave

a) Maternity leave can begin at any time you want from the 28th week of pregnancy. It will however automatically begin when you give birth and you need to let us know as soon as you can about this. If you are off work for any reason totally or partly related to your pregnancy or childbirth within four weeks of the EWC, this will automatically trigger the start of your Ordinary Maternity Leave.

b) The Ordinary Maternity Leave continues for 26 weeks. You are not allowed to work during the first two weeks starting from the date you give birth.
c) Your statutory right to Additional Maternity Leave will begin immediately after the Ordinary Maternity Leave and can continue for a further 26 weeks.

4. Returning to work

You will return to work at the end of your maternity leave. We will have given you this date in writing as mentioned above. If you want to return sooner, you must give at least eight weeks' written notice. If you don't, it may delay your return date and you will not be paid during the period you do not work. You cannot return to work later than the end of the 52-week leave period. If you do not automatically return at the end of the 52-week leave period, we will treat this as an unauthorised absence.

If you return at the end of your ordinary leave, you will return to the same job. If you decide to take additional leave, you will return to the same kind of job you had before your maternity leave, at the same place and in the same capacity. If this is no longer available, we will offer you a suitable alternative job. Your terms and conditions will be no less favourable than would have applied had you not been away, including the quality of working environment, and the job must also be suitable and appropriate for you.

If you are on Additional Maternity Leave, you can apply to make a phased return to work on reduced hours and pro-rata pay. You should apply to your line manager at least eight weeks before the proposed date of return. If you request a phased return to work this will be discussed and agreed with your line manager. During your phased return you can make a request to your line manager to use annual leave to cover your non-working days during this period.

If you work full time and you request to change your working pattern you should make a flexible working request in line with our flexible working policy.

5. Contact during maternity leave

During your maternity leave we may contact you (as long as this is reasonable) and you can contact us. Before your maternity leave begins, we will agree with you the frequency and form of contact and also what subjects should be discussed. In all cases, we will keep in touch with you about any promotion opportunities, vacancies and important changes to the workplace that may affect you when you return.

6. Keeping-in-touch days (KIT)

If we agree, you may work up to 10 days under your contract of employment during your maternity leave, without losing your right to the maternity leave or pay. The 10-days limit stands no matter how long your maternity leave is. The 10 days can be worked at any time during your maternity leave apart from the first two weeks after you give birth.

You do not have to work these days and we do not have to agree to you working them. Before you start your maternity leave, we will discuss with you the type of work that may be done during the KIT days.

We will pay you your normal daily rate for working a KIT day. The pay for your KIT days can either be processed in the month in which you work or alternatively be paid as a lump sum during your period of maternity leave.

7. Maternity pay

7.1 Statutory Maternity Pay (SMP)

7.1.1 General

Statutory Maternity Pay (SMP) is paid for up to 39 weeks. The first six weeks equals 90% of your average earnings over a set period, and the rest is paid at the lower rate, or 90% of your average earnings, whichever is lower. The government sets this lower rate each year.

SMP is paid via payroll in the normal way (tax and NI deductible) – even if you have resigned and will not be returning after the baby's birth. However, you will not be entitled to SMP if you resign before the 24th week of pregnancy.

The maternity pay period cannot start earlier than the 28th week of pregnancy. It can only start when you are on maternity leave. Your entitlement will end when you return to work even if this is before the end of the 39-week period.

We will start to pay you the SMP on the first day of your maternity leave.

Whilst you are in receipt of Statutory Maternity Pay annual leave cannot be processed.

7.1.2 Eligibility

To qualify for SMP, you must:

a) have been continuously employed for at least 26 weeks continuing into the qualifying week (QW) (the 24th week of pregnancy);
b) be on our payroll in the “qualifying week” – the 15th week before the expected week of childbirth.
c) have average weekly earnings which are above the minimum for paying National Insurance contributions;
d) still be pregnant at the 24th week of pregnancy or have given birth by then; and
e) have given us notice as explained in section 2 above.

If you do not meet the eligibility criteria, we will tell you in writing (form SMP1) and refer you to the local job centre where you can claim any Maternity Allowance you may be entitled to.

7.2 Occupational maternity pay (OMP)

If you have worked for us for one year at the 28th week of your pregnancy, you will also be eligible to receive our occupational maternity pay. This is equal to:

a) seven weeks at full pay (including any SMP paid at the higher rate for six weeks and lower rate for one week);
b) 16 weeks at half pay (plus SMP at the lower rate, or 90% of your normal pay - whichever is lower); and
c) 16 weeks at SMP lower rate (or 90% of your normal pay, whichever is lower).

A week’s pay refers to the basic pay given in your current contract of employment. In relation to the above SMP is calculated based on the number of Sunday’s within the calendar month from when your maternity leave starts. In relation to point B above the staff member should never be in receipt of more than their normal pay.

You can choose to receive occupational maternity pay, either with your SMP on normal pay dates, or as a lump sum when you return to work. We will claim this amount back from you if:

- you fail to return to work; or
- you return but leave within three months.

If you fail to return, you will also have to repay us for any annual leave we prepaid at the start of your maternity leave.

If you resign, are dismissed or your fixed term contract comes to an end before or during your maternity leave OMP will cease on the date of termination. However, you may still be entitled to SMP if you are eligible.

8. General conditions

8.1 Contractual benefits

All terms and conditions shown in your contract (apart from pay) continue to apply during your maternity leave, whether ordinary or additional. We will continue to pay all contractual allowances as long as you receive any maternity pay. We may withdraw non–contractual benefits but only in line with the procedures which apply to all periods of prolonged absence.

8.2 Holidays

You are entitled to 40 days (pro rata) of combined annual and public holiday leave during both your Ordinary and Additional Maternity Leave. Before you start your maternity leave, you should agree with us the dates of your annual leave. If it is not possible to take the leave within the annual leave year, we will transfer the rest to the next year's entitlement. You cannot be paid instead of taking the leave accrued during maternity leave.

If you plan to take annual leave before you return from maternity leave, you must notify us in writing:

- the date you want your maternity leave to end;
- the period you then want to take as annual leave; and
- the date you will come back to work.

You must do this eight weeks before the end of your maternity leave.

8.3 Pension membership and contributions

The following rights apply to an employee on maternity leave.

- The period of Ordinary Maternity Leave and paid maternity leave (when you are receiving either occupational maternity pay or SMP), will count towards pensionable service. The benefits you build up during this time are based on your pay when you were working normally, before taking maternity leave.
- Your contributions during this time are based on the amount of maternity pay you actually receive. Our contributions will continue on the basis agreed by the administrators of the pension scheme.
- We will tell you in writing (after consulting the administrators of the relevant pension scheme) of the options available to you during any unpaid period of maternity leave.

Note**:** These rights apply whether or not you plan to return to work.

8.4 Information and training

If you are on maternity leave, you will still receive relevant items of information sent to all staff. We will also invite you to staff training days, as part of the keeping-in-touch (KIT) days.

8.5 Union payments

We will take your union payments, as appropriate, throughout the period of maternity leave at the reduced rate. We will send the Union Finance Officer written confirmation of your EWC and the date your leave actually begins.

8.6 Dismissal and resignation during the maternity leave

If we end your contract during the maternity period, you will be entitled to whatever period of notice is shown in your contract.

If you resign, you must also give us notice as shown in your contract. The termination date may be the end of your 52-week maternity leave or any date before then.

If you resign or are dismissed before the date you have given us for starting your maternity leave, you will lose your right to maternity leave but will still be eligible for SMP as long as you are employed after the 24th week of pregnancy.

8.7 Health and safety

We must protect the health and safety at work of all employees, including new and expectant mothers and mothers who are breastfeeding.

Once you tell us about your pregnancy, recent childbirth or breastfeeding, we will carry out a specific risk assessment to identify any risks to your health and safety. If we identify any risks, we will do our best to avoid them. If this is not possible, we will take a series of steps to make sure you are not exposed to those risks.

If you ask for time off for breastfeeding or expressing milk, we will discuss with you how we can accommodate your request.

A7

Paternity

General

From 6th April 2026 you are entitled to paternity leave if you meet the following eligibility criteria:

You are taking time off to look after the child, and be one of the following:

- the father
- the husband or partner of the mother (or adopter) - this includes same-sex partners
- the child's adopter
- if you're having a baby through a surrogacy arrangement you must be in a couple and be responsible for the child with your partner.

Paternity Leave is available for all live births and, where a baby is still born from the 24th week of pregnancy onwards.

Paternity Leave
If you are eligible, you can take up to 2 weeks' leave which can be taken in separate blocks of 1 week. Leave cannot start before the birth, and it must be taken within 52 weeks of the birth.

If you have more than 1 child, the amount of leave you can take is the same as if you have 1 child.

If there is an adoption and/or surrogacy the leave can commence:

- on the date of placement
- an agreed number of days after the date of placement
- on the date the child arrives in the UK or an agreed number of days after this (overseas adoptions only)
- the day the child's born or the day after if you're working that day (surrogate parents)

Leave must be taken within 52 weeks of the date of placement or the child's arrival in the UK (overseas adoptions).

For surrogate parents, leave must end within 52 weeks of the child's birth.

To apply, you should write to your line manager at least four weeks before you want the leave to start. You do not have to give a precise date when you wish to take your leave (e.g. 1st February). Instead, you can give a general timeframe such as, 'the day of the birth' or, 2 weeks following the birth. You must also let your line manager know if you want to take 1 or 2 weeks' leave. You must give your employer 28 days' notice if you want to change your start date.

For surrogate parents you must provide a written statement to confirm that you intend to apply for a parental order in the 6 month's after the child's birth and that you expect the court to grant this.

Paternity Pay
If you are eligible for paternity leave you are also eligible for paternity pay. Our paternity pay is equal to two weeks full pay inclusive of Statutory Paternity Pay (SSP)

Antenatal Appointments
You also have a right to attend up to two unpaid antenatal appointments with your partner/surrogate mother or meetings with a child to be adopted.

Bereaved Partners Paternity Leave
In the tragic circumstances where the mother of your child or the primary adopter dies within the first year of the child's life or adoption you will have the right to take Bereaved Partner's Paternity Leave. You may be entitled to up to 52 weeks of leave. Further details are contained within the relevant policy.

A8

Adoption

1. General

If you are adopting a child or are a surrogate parent and meet the statutory requirements, you have the right to 52 continuous weeks off so long as you can satisfy certain conditions. This is split into 26 weeks of "Ordinary Adoption Leave" and a further 26 weeks "Additional Adoption Leave".

If a couple are jointly adopting a child, one person may be eligible to adoption leave and pay and the other to paternity leave and pay. Both of you may be able to use Shared Parental Leave. The same rule applies to surrogate parents.

If you have completed one year's service at the date of adopting a child, you will be entitled to the additional benefits under our occupational adoption pay as long as you meet the conditions set out below.

The benefits of leave and pay are outlined in this section.

You are also entitled to up to five periods of paid time off before the adoption to deal with the necessary formalities. You will need to agree this with your line manager on the basis of the requirements in your case. If you are a surrogate parent, you are entitled to take unpaid time off to attend two antenatal appointments with the woman carrying the child.

2. Notice

We ask that you tell your line manager as soon as possible if you embark on the adoption process, this will help us to support you and make sure you have all the information regarding your entitlements and the required periods of notice. However, you must as a minimum notify us within 7 days of being matched with a child, you need to tell us:

- how much leave they you wish to take
- the date you wish the leave to start
- the 'date of placement' - the expected or actual date the child is placed with you, along with your official notification.

For overseas adoptions, you must provide us with your notice to take leave within 28 days of receiving your 'official notification', you must also tell us the date of the notification and when you expect the child to arrive in the UK.

In addition, we also require:

- the actual date the child arrives in the UK - within 28 days of this date
- how much leave you want to take and when you want it to start - giving us 28 days' notice

If the employee uses a surrogate, they must tell us the due date of the baby and when they want to start their leave at least 15 weeks before the EWC.

If you have worked for us for less than 26 weeks, you can tell us within 28 days of the Sunday which commences the 26th week of employment with us instead.

Our Notice

Whether you are adopting from within the UK or overseas, your line manager will give you notice in writing about the date your adoption leave will start and end. Your leave will end, first day after the 52 weeks from the start date of your adoption leave. We will do this within 28 days from receiving your notice about the date you plan to start your leave (or, if you change that date, 28 days before the new date or as soon as reasonably possible).

When you notify us about the date you want your leave to start, we will write you a formal letter back within 28 days. In this we will set out the date we see the 52 weeks leave coming to an end.

3. Adoption Leave & Pay

3.1 Adoption Leave

Statutory Adoption Leave is 52 weeks and made up of 26 weeks of Ordinary Adoption Leave followed by 26 weeks of Additional Adoption Leave. If you are eligible for Adoption Leave, you are also entitled to get paid time off work to attend 5 adoption appointments after you have been matched with a child.

Adoption leave can start:

- Up to 14 days in advance of the child being placed with the employee (UK adoptions)
- When the child arrives in the UK or within 28 days of this date (Overseas adoptions)
- The day the child is born or the day after (if the employee has used a surrogate to have a child).

3.2 Antenatal Appointments

Employees can get time off to accompany the surrogate mother to 2 antenatal appointments.

3.3 Statutory Adoption Pay

Statutory Adoption Pay (SAP) is paid for up to 39 weeks, (the remaining 13 weeks of your statutory leave is unpaid). The first six weeks equals 90% of your average earnings over a set period, and the rest is paid at the lower rate, or 90% of your average earnings, whichever is lower. The government sets this lower rate each year.

SAP is paid via payroll in the normal way (tax and NI deductible).

You must provide us with a minimum of 28 days' notice of when you wish to your statutory adoption pay to commence (unless the time between the child being matched and placed is less than that). It can only start when you are on maternity leave. Your entitlement will end when you return to work even if this is before the end of the 39-week period.

Whilst you are in receipt of Statutory Adoption Pay annual leave cannot be processed.

3.4 Eligibility

To qualify for SAP, you must:

a) have been continuously employed for at least 26 weeks leading into the week in which you are notified that you have been matched with a child by a UK approved adoption agency.

b) If adopting from overseas; you must have been continuously employed by your employer for at least 26 weeks when you start receiving adoption pay.
c) have average weekly earnings which are above the minimum for paying National Insurance contributions; and
d) have given us notice as explained in section 2 above.

If you do not meet the eligibility criteria, we will tell you in writing (form SAP1) and refer you to the local job centre where you can claim any alternative benefits set by the Government you may be entitled to.

3.5 Occupational Adoption Pay

If you have worked with us for one year by the week you are told that you have been matched with a child, you are eligible to receive our enhanced adoption pay (OAP). The occupational pay is as follows:

a) seven weeks at full pay (including SAP)
b) 16 weeks at half pay (plus SAP or 90% of the normal pay, whichever is lower)
c) 16 weeks at SAP rate or 90% of the normal pay, whichever is lower.

A week's pay refers to the basic pay given in your current contract of employment. In relation to the above, SAP is calculated based on the number of Sundays within the calendar month from when your adoption leave starts. In relation to point B above you should never be in receipt of more than your normal pay.

You can choose to receive occupational adoption pay, either with your SAP on normal pay dates, or as a lump sum when you return to work. We will claim this amount back from you if:

- you fail to return to work; or
- you return but leave within three months.

If you fail to return, you will also have to repay us for any annual leave we prepaid at the start of your adoption leave.

If you resign, are dismissed or your fixed term contract comes to an end before or during your adoption leave occupational adoption pay will cease on the date of termination. However, you may still be entitled to Statutory Adoption Pay if you are eligible.

4. Contact during Adoption Leave

During the adoption leave period, we may make reasonable contact with you and you may do the same. Before the adoption leave begins, we will agree with you how often this contact will be, how it will take place and what subjects should be discussed. In all cases, we will keep in touch with you about any promotion opportunities and important changes to the workplace that may affect you when you return.

5. Keeping in Touch Days (KIT)

If we agree, you may work up to 10 days under your contract of employment during your adoption leave, without losing your right to the adoption leave or pay. The 10-day limit applies no matter how long the adoption leave is. You can work the 10 days at any time during the adoption leave.

You do not have to work these days and we do not have to agree to you working them if you ask.

Before you start your adoption leave, we will discuss with you the type of work that may be done during the KIT days.

We will pay you your normal daily rate for working the KITs. This does not affect your right to Statutory Adoption Pay. The pay for your KIT days can either be processed in the month in which you work or alternatively be paid as a lump sum during your period of adoption leave.

6. Returning to Work

You will return to work at the end of your adoption leave. Your line manager will have given you notice of this date as explained above. If you want to return sooner, you must give at least eight weeks' written notice. If you don't, your return date will be delayed and you will not be paid during the period you do not work. You cannot postpone your return beyond the end of the 52 week leave period.

With Ordinary Adoption Leave, you will return to the same job. If you take additional leave, you are guaranteed the same kind of job as you had before your adoption leave, at the same place and in the same capacity. If this is no longer available, we will offer you a suitable alternative job. Your terms and conditions will be no less favourable than would have applied had you not been absent, including the quality of working environment, and the job must also be suitable and appropriate for you.

6.1 Discretionary Leave

We realise that some adopted children of any age may require emotional or medical support. We may grant you further leave at the discretion of your senior officer or nominated deputy to allow you to deal with this.

7 General conditions

7.1 Contractual benefits

All terms and conditions in your contract, apart from salary, continue to apply during the entire adoption leave period, whether ordinary or additional. All your contractual allowances will continue to be paid as long as you receive either form of adoption pay. We may withdraw non–contractual benefits but only in line with the procedures which apply to all periods of prolonged absence.

7.2 Holidays

You are entitled to 40 days (pro rata) of combined annual and public holiday leave during both your Ordinary and Additional Adoption Leave. Before you start your adoption leave, you should agree with us the dates of your annual leave. If it is not possible to take the leave within the annual leave year, we will transfer the remaining balance to the next year's entitlement. You cannot be paid instead of taking any of the leave you have built up during adoption leave.

If you plan to take annual leave before you return from adoption leave, you must confirm in writing:

- the date you want your adoption leave to end;
- the period to be taken as annual leave; and
- the date you will actually return to work.

You must do this eight weeks before the end of the adoption leave period.

7.3 Pension membership and contributions

The following rights apply when you are on adoption leave.

- The period of paid adoption leave will count towards pensionable service. The benefits built up during this time are based on the remuneration paid when you were working normally, before taking adoption leave.
- Your contributions during this time are based on the amount of adoption pay you have actually received. Our contributions will continue on the basis as agreed by the administrators of the pension scheme.
- We will tell you in writing (after consulting the administrators of the relevant pension scheme) the options available during any unpaid period of adoption leave.

Note: These rights apply whether or not you plan to return to work.

7.4 Information and training

If you are on Adoption Leave, you will still receive items of information sent to all staff. We will also invite you to attend staff training days as part of the keeping in touch days.

7.5 Union payments

We will take your union payments, as appropriate, throughout the period of adoption leave at the reduced rate. We will send the Union Finance Officer written confirmation of when your adoption leave begins.

8. Dismissal and resignation during adoption leave

If we end your contract during the adoption period, you are entitled to whatever period of notice your contract provides for in the circumstances.

If you resign, you must also give us notice as provided for in your contract. The termination date may be the end of your 52 week adoption leave or any date before then.

If you resign or are dismissed before the date you have given us for your intended adoption leave to start, you lose your right to adoption leave but will still be eligible for SAP as long as you have been continuously employed for 26 weeks at the time you are matched with a child.

A9

Shared parental leave

Shared parental leave (SPL) allows eligible employees to take up to 50 weeks leave during the first year after their child's birth/adoption. This includes surrogate parents. It can be taken by both parents separately or at the same time. You may be able to apply if you are one of the following: a mother, adopter, surrogate parent, or father/spouse/civil partner/partner of the mother/adopter/surrogate mother.

The **mother/adopter** has to meet the following criteria:

- have a partner,
- be entitled to statutory maternity/adoption leave and/or statutory maternity/adoption pay/allowance
- still be working for us at the start of the SPL
- have worked for us for at least 26 weeks at the 24th week of pregnancy or when the adoption is confirmed

The **father or spouse/civil partner/partner** of the mother/adopter has to meet the following criteria:

- share the primary care of the child at the time of birth/adoption
- have notified us of his/her entitlement providing any necessary evidence
- have worked for us for at least 26 weeks in the 66 weeks leading up to the date the baby is born/expected to be born/matched and have earned at last £30 per week in any 13 weeks during that period.

Entitlement to statutory shared parental pay

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

Occupational shared parental pay (OShPP)

If you have worked for us for one year at the 28th week of you (your partners) pregnancy/the week that you have been told you will be adopting a child, you will also be eligible to receive our occupational shared parental pay. This is equal to:

a) The first 2 weeks following the birth of a child / placement of an adopted child must be taken as maternity leave by the mother / adoption leave by the person claiming adoption pay.
b) 5 weeks at full pay (including any ShPP)
c) 16 weeks at half pay (plus ShPP at the lower rate, or 90% of your average weekly earnings, whichever is lower)
d) 16 weeks at ShPP (or 90% of your average weekly earnings, whichever is lower)

The maximum joint entitlement will reduce proportionate to the amount of maternity / adoption pay that is used. In total a couple cannot receive more than the maximum shared parental pay outlined above, regardless of whether one or both parents / adopters work with us.

A week's pay refers to the basic pay given in your current contract of employment. In relation to point C above the staff member should never be in receipt of more than their

normal pay.

We will claim this amount back from you if:

- you fail to return to work; or
- you return but leave within three months.

If you fail to return, you will also have to repay us for any annual leave we prepaid at the start of your maternity / adoption leave.

If you resign, are dismissed or your fixed term contract comes to an end before or during your shared parental leave OShPP will cease on the date of termination.

Shared Parental Leave and Paternity Leave

From 6th April 2026 you can take paternity leave after you take Shared Parental Leave.

How to apply

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

A10

Neonatal Care Leave and Pay

General

Neonatal care leave and pay gives people with a parental relationship for a baby who receives neonatal care the opportunity for additional leave and pay.

Neonatal Care Leave
You are entitled to neonatal care leave (if you meet the eligibility criteria) of up to 12 weeks for a baby born on or after 6th April 2025 and the baby has received medical or palliative neonatal care for at least 7 consecutive days within the first 28 days after birth.

Neonatal care means:

- medical care received in hospital
- medical care received in any other place where;
    - the child was an inpatient in hospital and the care is received upon the child leaving the hospital
    - the care is under the direction of a consultant
    - the care included ongoing monitoring by, and visits to the child from, a healthcare professional arranged by the hospital where the child was an inpatient
- palliative or end of life care

Further details are contained within the Neonatal Care Leave & Pay Policy.

Neonatal Care Pay
If you have 26 weeks continuous service by the end of the relevant week, earn above the lower earnings limit and are entitled to neonatal care leave you are also entitled to statutory neonatal care pay.

The relevant week is deemed to be:

- For births, the week preceding the 14th week before the expected week of childbirth.
- For adoption, the week in which the adopter is notified of being matched with the child.
- For any other cases, the week immediately before the week in which the neonatal care starts.

Further details are contained within the Neonatal Care Leave & Pay Policy.

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

A11

Special leave

We may grant requests for time off work in various situations and depending on our demands.

1. Special leave

We may agree, in special circumstances, to grant leave. This will depend on our current work demands and the nature of the individual case.

The following is a guide as to the types of leave and approximate periods of time off which we may consider. The following types of leave are enhanced contractual terms in addition to those specified in Section 4.

1.1 Social purposes – For example, duties of an honorary, charitable or philanthropic nature. Normally, this leave will not last for more than one day.

1.2 Bereavements – We will normally grant the following leave with pay for a bereavement:

- If you are responsible for making funeral arrangements – one week's leave.
- if you are an immediate relative (for example, parent, partner) at least three days' leave.
- In the case of other relatives - up to one day's leave.
- In other cases, the necessary time off to go to the funeral service.
- If you are a parent/carer who lose a child under the age of 18 years old you are entitled to two weeks leave at full pay which is inclusive of any statutory rates.
- If you suffer pregnancy loss you are entitled to 2 weeks leave at full pay.

We may also consider allowing leave without pay to extend these periods if necessary.

We will use our discretion and act sensitively when considering requests for bereavement leave.

1.3 Domestic stress – If you need to make special domestic arrangements as a result of an unexpected situation, we will normally grant leave with pay for one day. We may extend this on a paid or unpaid basis according to the circumstances, and by agreement with your line manager.

1.4 Medical treatment – You should make every effort to arrange medical and related appointments out with normal working hours. If your manager is satisfied that this is not possible, we may grant time off with pay. Where possible evidence of appointments should be provided.

1.5 Moving home – We will grant one day's leave with pay if you are moving home, this will be awarded not more frequently than once in a 12 month period.

1.6 Carer's leave – If you need time off to provide or arrange care for a dependant with a long-term care need, we will grant you one week of unpaid carer's leave in any 12 month rolling period. You can decide whether to take this as a block of one week or

multiple shorter periods throughout the year.

2. Jury and witness service

2.1 Jury duty – If you receive a summons to serve on a jury, you should report this to your line manager. We will grant leave unless an exemption is secured. This leave will be with pay, after taking off allowances for loss of earnings you are entitled to. You should make sure that you claim these allowances from the court.

2.2 Witness citations

2.2.1 If you are a professional witness for the organisation, we will grant you time off with pay. This is on the understanding that we will deduct any witness fees which you received from the court from your salary (excluding travel and subsistence expenses).

2.2.2 In other cases, we will grant leave without pay. You will be responsible for reclaiming the amount from the person asking you to be a witness for loss of pay.

3. Leave for public duties

3.1 Council duties – If you are a local authority councillor, we will grant you unpaid leave as and when needed to carry out approved duties with the authority concerned.

3.2 Advisory roles – If you are in an unpaid advisory role previously agreed with your employer we will grant you paid leave to carry out these duties.

3.3. Positions of public responsibility – You may be appointed to a position of responsibility where no fees or allowances are paid for loss of earnings (for example, a justice of the peace or member of a children's panel). We will grant you paid leave to carry out associated duties. This will be limited in the first instance to 12 half days a year before we reconsider this. We will then decide if we can grant you further paid or unpaid leave.

4. Other family or domestic emergencies

When asking for time to deal with other emergencies involving your dependants not otherwise covered in the contractual entitlements in sections 1.3 above, we will normally give you reasonable unpaid time to make arrangements to deal with the emergencies. We will expect you to tell your line manager the reason for the leave and how long it is likely to last.

Examples of these situations are as follows.

- To provide help if your dependant falls ill, gives birth or is injured or assaulted.
- To make arrangements for the provision of care for a dependant who is ill or injured (physically or mentally).
- If a dependant dies.
- If there is an unexpected disruption to the arrangements for caring for a dependant.
- To deal with an incident which involves your child and which happens unexpectedly when the child is at school or in care.

We will not extend leave beyond the period which is necessary to deal with the emergency.

A12

Parental leave

1. General

You have the right to take up to 18 weeks' unpaid parental leave (for each child and adopted child) if you:

- are the parent (and named on the birth certificate) of a child who is under 18 years old;
- are a surrogate parent of a child who is under 18 years old;
- have adopted a child under 18 years old and are named on the adoption certificate; or
- have formal parental responsibility for a child under 18 as a result of the Children Act or Children (Scotland) Act

You can start taking this leave when a child is born, adopted or placed with you.

2. Giving notice

2.1 We will expect you to give at least 21 days' notice of taking this leave. In exceptional cases, we may not enforce this requirement.

2.2 We may postpone your leave for up to six months if our business would be seriously disrupted by you taking the leave. However, we won't do this if you give us notice to take leave immediately after maternity, adoption or paternity leave or if it would mean that you will no longer qualify for parental leave.

3. Taking leave

3.1 The right to take leave will last until the child's 18th birthday.

3.2 You must take leave in blocks or multiples of at least one week. This does not apply if your child is disabled.

3.3 We will allow up to four weeks' parental leave in any given leave year.

4. Records

4.1 We may ask you to demonstrate proof of your entitlement to parental leave. We will also ask new staff about any parental leave they have taken in their previous jobs.

4.2 When you move to a new job, we will pass on details of parental leave you have taken if we are asked by your new employer.

5. Returning to work

If you take parental leave, you will return to the same job, except in cases where the parental leave begins immediately after the end of a period of additional maternity or adoption leave.

A13

Flexible working

Eligibility

You have the right to request a change to your contractual terms and conditions of employment by making a request for flexible working.

Making a request

You must apply in writing to your line manager. You can make two statutory requests within a 12 month period. Once your manager has received your written request you will be invited to a meeting to discuss your proposal. After the meeting your manager will give you a written decision on your application.

Appeal

If your request for flexible working has been rejected you can appeal the decision. You should do this in writing stating the reasons for your appeal. A meeting will be arranged to discuss your appeal and any options or alternative solutions available to you. After the meeting the final decision will be confirmed in writing.

Please refer to the flexible working policy.

A 14

Disciplinary procedure

Purpose

We have designed this procedure to help and encourage employees to achieve and maintain standards of conduct, attendance and job performance. This procedure applies to all employees.

Informal action

In the first instance and for minor issues with conduct, performance or attendance, your line manager will approach you informally. To make sure that you are clear about what is required, the meeting will be followed up with an informal action note. This will give details of the points discussed, action required, timescales for achievements (normally not more than 6 months), support required and training which will be provided.

If the issues affect your work performance, we would like you to feel free to speak to your line manager about it. However, we realise that you may not want to do this. In this instance, we encourage you to get independent confidential counselling out of work, if this applies. You can access this through an Employee Counselling Service, which is one of the benefits that we provide to our employees and further details can be accessed from XXXX.

If you do not meet the expected standards set out in your informal action within the specified timescale set or the matter is more serious, we may proceed to the formal procedure:

The formal procedure

1. We can begin the formal procedure at any of stages 1 to 3, depending on the seriousness of the allegation/s against you.

2. There are three areas that we can deal with in line with the disciplinary procedure – conduct, capability (performance) and attendance and we will tell you which of these applies at the beginning of the process.

3. We will not take any formal disciplinary action against you until we have fully investigated the case. If the allegation(s) is/are of a serious nature, we may suspend you while we carry out necessary investigations. Suspension does not constitute disciplinary action. We will write to you about the suspension which should not normally last longer than five working days without a review. We will explain the progress of our investigation. During the suspension you will receive your normal pay.

4. Throughout the procedure we will let you know the nature of the allegations against you. We will give you the opportunity to state your case at a disciplinary hearing before any decision is made. We will also confirm the outcome to you in writing.

5. We will not normally allow recording devices to be used during any investigatory, disciplinary or appeal meetings.

6. We will not dismiss you if this is the first issue with your conduct, performance or attendance unless you have committed gross misconduct, when the outcome will normally be summary dismissal without notice or pay in lieu of notice.

7. At all stages of the formal procedure, you will have the right to be accompanied by either your trade union representative or a workplace colleague.

8. We will make all information and documents passed to the disciplinary officer/panel available to you before the hearing.

9. You will have the right to appeal against any formal disciplinary action imposed.

10. If we have told you to improve your performance (for example, poor performance or poor attendance) we will tell you in writing what is required, in what time scales, whether and how often reviews will take place and what action may be taken if there is no improvement.

11. For the purpose of the procedure to be followed, we will add together warnings given for different reasons.

12. We will not take disciplinary action or suspend you if you are a trade union representative until we have had discussions with a full-time official of the union. If the full-time official is not available, we will contact a district officer instead.

13. If there is police involvement or investigation, we will carry out our own investigation and make a decision based on the evidence and information available to us at the time. The matter will not be put on hold until the police investigation or court proceedings are concluded.

Formal procedure

Stage 1 – First written warning

The following are examples of the various categories of misconduct or poor performance (the list is not exhaustive). However, we will investigate individual cases and take action at the appropriate stage depending on the circumstances.

<u>Misconduct – action taken at stage 1 of the procedure</u>

- Poor timekeeping (repeated lateness or leaving early).
- Failure to let us know within a reasonable time the reasons for your absence in line with procedures.

A manager or supervisor has the authority to issue a first written warning.

If there is no improvement in the standard of conduct, performance or attendance after informal action, or the act of misconduct or underperformance is of a more serious nature, after conducting an investigation a manager will invite you to attend a disciplinary hearing to allow you the opportunity to state your case.

If the explanation is not satisfactory, you will receive a first written warning or improvement note which will remain live on your file for a six-month period.

We will give you written information about your right of appeal.

Stage 2 – Final written warning

The following are examples of the various categories of misconduct or poor performance (the list is not exhaustive). However, we will investigate individual cases and take action at the appropriate stage depending on the circumstances.

Serious misconduct – action taken at stage 2 of the procedure

- Deliberate damage or misuse of our property.
- Deliberate unauthorised absence.
- Unsafe working practices.
- Deliberate and persistent refusal to follow reasonable instructions.

A manager or supervisor has the authority to issue a final written warning.

If there is still no improvement in the standard of conduct, performance or attendance or the act of misconduct or underperformance is of a more serious nature, a manager will interview you and give you an opportunity to explain your actions.

If the explanation is not satisfactory, you will receive a final written warning which will remain live on your file for a twelve-month period.

We will give you written information about your right of appeal.

Stage 3 – Dismissal

The following are examples of the various categories of misconduct or poor performance (the list is not exhaustive). However, we will investigate individual cases and take action at the appropriate stage depending on the circumstances.

Gross misconduct – action taken at stage 3 of the procedure

- Theft from us, our employees or clients.
- Fighting or threatening anyone in connection with your employment with us.
- Being under the influence of drink or drugs while at work.
- Fraudulent wage claims or falsifying records.
- Serious deliberate damage or misuse of our property.
- Sexual and racial harassment.
- Deliberately accessing internet sites containing pornographic, offensive or obscene material.
- Refusing to follow management instructions, which then has serious consequences.
- Bringing the organisation into serious disrepute.

Representatives of the Governing Body have the authority to dismiss.

If you cannot provide an acceptable explanation, we will dismiss you if,

- there is still no improvement in the standard of conduct, performance or attendance while you still have a final written warning on your file; or
- there is an allegation of gross misconduct.

In cases of gross misconduct, you may be summarily dismissed without notice or payment in lieu of notice. Your annual leave entitlement may be reduced to the statutory minimum entitlement of 28 days.

We will give you written reasons for your dismissal within five working days and tell you the date on which your employment ends and give you details about your right of appeal.

Appeals

You have the right of appeal against any formal disciplinary action. We will tell you in writing when and how you can use this right when the outcome is issued.

No person involved in the original disciplinary decision should take part in the appeals hearing unless it is not possible to avoid this.

At all levels, appeal hearings will be entitled to:

- confirm previous action;
- dismiss previous action; or
- substitute a lesser penalty.

Appeals procedure

Appeals against any formal outcomes will be made to one level above that at which the disciplinary action was taken, if possible.

First Written Warning

- You have a right to one internal appeal against the first written warning.
- You should make your appeal within 5 working days of our notice of the decision. All internal appeal hearings will be held within 10 working days of the appeal being lodged.

Final Written Warning

- There is one right of appeal against the final written warning and after this it will be made to the JNC Appeal Chair.
- Your appeal should be made within 5 working days of our notice of the decision. All internal appeal hearings will be held within 10 working days of the appeal being lodged.
- Appeal hearings to the JNC Appeal Chair should be made within 5 working days and will be held within 20 working days where possible.

Dismissal – JNC appeals

- If you are appealing against dismissal, you must do so to the JNC Appeal Chair. The JNC Appeal Chairs are independent people appointed by the Joint Negotiating Committee.
- You should notify the secretary to the JNC appeal of your intention to make an appeal in writing within 5 working days of receiving notice of the decision.
- Appeal hearings to the JNC Appeal Chair should be held within 20 working days (where possible).

The JNC Appeal Chair is the final stage of the internal disciplinary and grievance procedure available. The Secretary to the JNC Appeal will send you a copy of the guidance notes following your appeal request. The Chair's decision is followed by a written report and sent to you and us.

Records

We will keep records on your personal file of any disciplinary action, which will only be seen by you, your line manager, the manager dealing with the disciplinary case and the senior officer if appropriate. It is the responsibility of your line manager to make sure that disciplinary warnings are removed from your file when relevant.

A 15

Grievance procedure

Introduction

Whilst you are employed with us, we want to make sure you feel comfortable that any issues or disputes you raise will be looked at and resolved wherever possible. We encourage you to raise your concerns immediately at the lowest possible level and we will do our best to resolve the majority of these quickly using our informal process. However, we know that sometimes a formal procedure is also needed when the informal process does not reach satisfactory conclusion, or where it is not appropriate to use.

1 Representation

At all formal stages of the grievance procedure you will have the right to be accompanied by either your trade-union representative or a work place colleague.

2 Right of appeal

You have the right of appeal against any formal decision taken in a grievance issue. If the matter is not resolved to your satisfaction, you can raise up to two appeals, including JNC appeal depending at which stage your grievance is first heard at. For example, if your grievance is heard at stage 1 you can appeal using stages 2 and 3, at which point your right of appeal is exhausted. Notice of your right of appeal will include details of the time limit within which you must make the appeal.

3 Until the matter is resolved

If you want to use the grievance procedure, you and we will agree that no changes or action will be made or taken until the grievance is resolved.

4. Documentation

We will keep a written record of your grievance and any proposed solutions in your personal file.

Informal stage

If you have a concern related to your employment, you should discuss this first with your immediate line manager or another manager.

If the matter cannot be satisfactorily resolved at this stage, the following formal procedure will apply.

Formal procedure

Stage 1

You should first raise your grievance with a manager, who will try to resolve the matter within five working days.

We will give you a decision within two working days of hearing your grievance.

Stage 2

If you are not satisfied with the outcome of stage 1, you should ask for a meeting with a more senior manager within 5 working days.

They will hold a meeting within three working days of your request and carry out an investigation, if required. You will be provided with a decision within five working days of the meeting.

Stage 3

If you are still not satisfied, you should present the grievance in writing within 5 working days to the chair of the staffing sub-committee or equivalent.

The chair will then arrange a meeting of the representatives of the governing body within 10 working days. The chair should tell you the date and time of the hearing.

After hearing the grievance, the staffing sub-committee or equivalent will give their decision in writing to you within three working days of the date of the meeting.

Stage 4

Appeals from the decision of the representatives of the governing body will be to the JNC Appeal Chair.

You should notify the secretary to the JNC appeal of your intention to make an appeal in writing within 5 working days of receiving notice of the decision.

The hearing will be arranged within 20 working days, where possible. After hearing the grievance, the JNC Appeal Chair will give their decision in writing to you within five working days of the date of the hearing.

This is the final stage of internal appeal process.

Grievances raised after your employment has ended

If you raise a grievance after your employment has ended, we will consider it and respond to you in writing.

Collective grievances

Collective grievances are complaints raised on behalf of two or more employees by a representative of a recognised trade union or other appropriate workplace representative. These grievances should be handled in accordance with the procedures set out below.

You should first raise these at stage 2.

If the issues are not sorted out after going through the internal procedure, either you or we may refer the matter to ACAS conciliation.

Timescales may be amended at each stage of the procedure if both parties agree – and for the JNC hearings, each side may apply for an extension which may be granted by the Chair.

JNC appeal

The JNC Appeal Chair is the final stage of the internal disciplinary and grievance procedure available. You should notify the secretary to the JNC appeal of your intention to make an appeal in writing within 5 working days of receiving notice of the decision. Appeal hearings to the JNC Appeal Chair should be held within 20 working days (where possible). The Secretary to the JNC Appeal will send you a copy of the guidance notes following your appeal request. The Chair's decision is followed by a written report and sent to you and us.

A16

Pensions

We provide an occupational pension scheme for all staff. The only restriction on this will be if your salary falls under the limit or you fall outside the lower and upper age limits for entry set by the Government.

You will be given details of the particular scheme which applies to you in your contract of employment offer letter. Admission to the scheme takes place within a year from starting to work for us.

or

You will be automatically enrolled in the pension scheme we provide. You may opt out if you wish but if you do, we will enrol you again within three years time.

You can get more details from your line manager.

A 17

Periods of notice

The following are the minimum periods of notice to end your contract of employment.

1 You 4 weeks

2 Us

- If you have continuous service under 4 years 4 weeks
- If you have continuous service 4 years and over 4 weeks for first 4 years of service + 1 week for each additional complete year of service up to a maximum of 12 weeks (for example if the you have 8 years' service you will be entitled to 8 weeks' notice).

Other conditions:

1. We may give you a payment in lieu of notice.

2. If we dismiss you for gross misconduct, we will end your employment immediately without payment in lieu of notice.

3. If we make you redundant, the redundancy terms will apply. (See A16)

4. If you want to retire, we encourage you to provide longer notice by writing to the senior officer at least three months before your intended retirement date.

5. For senior staff roles we may increase the period of notice you need to provide to the organisation to up to 12 weeks' notice. If this applies it will be clearly stated in the contract of employment we have agreed with you.

6. If you fail to give or serve the set period of notice, we may take an amount off any amounts due to you (including accrued holiday entitlement) to cover the period you have not served.

7. If the total annual leave you have already taken is more than you are entitled to when you leave, we will take off an amount from any final payment to you.

8. We may, at our discretion, require you not to attend work and/or not to undertake all or any of your duties during any period of notice (whether notice is given by you or by us). We shall continue to pay your salary [and benefits] while you remain our employee.

A18

Redundancy

1. General

We try to reduce the need for redundancies as much as possible by forward planning and good management of staffing budgets. To avoid redundancies, we will consider the following options:

- not fill vacancies;
- make best use of temporary transfers or secondments to other organisations;
- reduce the use of overtime working;
- reduce similar work carried out by outside consultants or agencies;
- retrain staff;
- introduce work sharing; and
- offer voluntary redundancy.

Whether we can do this will depend on the resources we have available. Redundancy implies a reduction in the requirement for employees to carry out work of a particular kind in the place they were employed.

If redundancy is unavoidable, we will contact Unite the Union as soon as possible so that consultation may begin. At the same time, we will tell EVH so we can get advice and guidance.

2. Consultation

The consultation process should start before any public announcement of redundancy or issuing notices of termination. We will ask for and listen to the staff and union's views before making any decisions. The minimum time periods needed for consultation are set by law if more than 20 employees are to be made redundant. (30 days for 20 or more employees and 45 days for 100 or more employees.)

However, we will observe the 30-day consultation period if fewer than 20 employees are made redundant. In other words, consultation will begin at least 30 days before the first dismissal takes effect. For the purposes of consultation, we will give the union written notice of:

- the reasons why any posts have become redundant;
- the numbers, descriptions and locations of the affected posts;
- the total number of employees affected;
- the proposed method of choosing the employees who may be dismissed;
- the proposed method of carrying out the dismissals, including the period over which they are to take effect; and
- the proposed method of calculating severance pay (if different to the contractual arrangement).

We will send this information to the trade union official and the Director of EVH. We will provide any other information which would be of use to the union in the consultation process (such as staff levels and structure), when they ask for it and in line with good industrial relations practice.

We will also consult individual employees who are expected to be affected by redundancies. They will also be allowed to make their comments.

The individual periods of notice for employees will only start once the consultation period has finished. However, we may make a payment in lieu of notice.

3. Selection for redundancy

The first method of selection will be to ask for volunteers for redundancy. If the volunteers come from an area where we have surplus capacity, we will consider this.

The second method will be to use fair and factual criteria we set, in consultation with the union. The main consideration here will be to keep a balanced workforce.

If the above cannot provide the number of candidates we need for redundancy, we will use conditions related to performance, attendance, conduct, and the last–in–first–out method. (Continuous service will include that with any other fully affiliated member organisation of EVH.)

If you want to appeal against redundancy, your rights will be explained at the formal meeting when redundancy notice is given, and again in the letter confirming the decision. (The annex below outlines the general procedure.)

4. Alternative work and trial periods

We may offer you a suitable alternative employment (if available) to avoid the need for redundancy. We will do this before the end of your original contract and it will apply within four weeks of the end of that contract. We will give you enough information to allow you to decide whether or not to accept the offer and illustrate the differences between the new position and your original one.

If we offer you employment which involves a different type of work or different terms of employment, you will be entitled to a four-week trial period. If this involves training, we can extend this period by written agreement. The agreement will give the date on which the trial period will end and the terms and conditions that will apply after this. If during the trial period either we or you give notice to end the contract, we will treat you as having been made redundant. Notice should be given to end the trial period as follows.

(1) You must give four weeks' notice or the rest of the trial period (whichever is shorter).
(2) We must give four weeks' notice or the period of any outstanding contractual notice (whichever is longer).

If you refuse an offer of alternative employment, or resign during the trial period, you will lose your right to a redundancy payment unless we consider your refusal or resignation as reasonable for example**,** involving significant changes in travelling time, skills needed, or status.

If you accept redeployment at a lower grade, your employer will protect your current salary for a period of 3 years.

5. Help for employees

If you are at risk of redundancy, we will give you the following help to get training or future employment:

- Reasonable paid time off during working hours to go to interviews or to make arrangements for future training or employment.
- Access to IT resources to help you prepare a CV, application forms and so on.
- If you ask, we will give you information on the EVH temporary register and details of how to register for the EVH weekly jobs bulletin.

6. Redundancy payments

All redundant staff with at least 2 complete years service will receive redundancy pay. Payments are based on your length of service (in complete years up to 20 years), and age at the date your employment ends. The following table shows the calculation.

Age	**Number of weeks pay per complete year of service (up to 20)**
Up to 21	1 week
22 – 40	1.5 weeks
41 and over	2 weeks

A week's pay for this calculation refers to basic contractual pay.

We will give redundancy pay as well as any payments which may be made to end your contract. You are entitled to a notice period (as in A16). If we agree that you do not have to work this notice, we may make a payment–in–lieu of notice for all or part of the period.

If you leave voluntarily during your contractual notice period, you will not lose your entitlement to redundancy pay as long as you leave with our permission. We will allow you to take up alternative employment or training during that time.

Annex to the redundancy agreement

Appeals

If you do not believe you should have been selected for redundancy, you can appeal.

Appeals will be heard by a sub-committee of the governing body, which will not take part in the selection of those to be made redundant.

Procedures for hearing appeals

1. We will tell you about your right to appeal at the formal meeting when your redundancy notice is given and in the letter confirming the decision.

2. You must send your appeal in writing to the secretary of the governing body within two working days of your letter of redundancy.

3. The letter of appeal must clearly state why you want to appeal against your selection for redundancy.

4. Appeal hearings will be heard without delay, and no later than five working days after receiving your appeal. We will give you two working days' notice of the time and place, and reasonable time off to meet with your trade-union representative.

5. At the appeal hearing, you have the right to be accompanied by either a union representative, or a workplace colleague or ex-colleague from our organisation.

6. The Appeal Panel will consider the issue in private and make a decision as soon as possible, and no later than two working days after the hearing. If your appeal is unsuccessful, we will give you and your representative documented reasons for your selection to prove that we followed the agreed criteria.

7. You can make a final appeal to the JNC Appeal Chair in writing within five working days of receiving the result of the internal appeal. The JNC Chair will make a decision as soon as possible, and this will be communicated to you in line with the timescales set out in the JNC Appeal guidance notes. This decision will be final.

JNC appeals

The JNC Appeal Chair is the final stage of the redundancy procedure available. The Chair's decision is followed by a written report. The Secretary to the JNC Appeal will send you a copy of the guidance notes if you make a valid request for an appeal.

B 1

Health and safety

Health and safety law imposes duties and responsibilities on both employers and employees. So that we can meet ours, we will make sure that:

- we carry out our responsibilities for safety and health at all levels of the organisation;
- we take all practical steps to manage the health, safety and welfare of all employees; and
- we carry out our business so that we make sure that the health and safety of visitors, to any premises under our control, are not put at risk.

We will give you any instruction, training, and supervision as is necessary to your job role or any other expected duties to be performed to make sure your health and safety is protected within your workplace.

You must read the full policy statement which can be accessed from (…….).

You can also refer to the Health & Safety Manual which can be accessed from (…..).

Your responsibilities

You must make sure that:

- you take reasonable steps to protect the health and safety of yourself and anyone else who may be affected by your actions or failure to act at work; and
- you co–operate with the governing body to the best of your abilities to make sure you comply with any duty or requirement placed on you, or any other person, by law.

If you do not do this, we may take disciplinary action against you, which may include dismissal.

General information

1. Accidents, Incidents and Near Misses

Any accident, incident or near miss at work should be reported at once as shown in the procedures in the Health and Safety Manual.

You should report details of any accident to your line manager if:

- you will be off work or your performance is likely to be affected; or
- the accident is alleged to be due to the negligence of some other person.

2. Personal Protective Equipment (PPE)

If we provide PPE, you must wear it and are responsible for looking after it and making sure it remains effective. You are also responsible for reporting any defects/issues with your PPE to your line manager without delay.

3. First-aid allowances

First Aider
We will normally have an employee trained to carry out a first-aid role. The name of the first-aider can be accessed from (……) alongside the safety policy statement together with a list showing where all the first-aid boxes are. We also aim to have a second employee trained as back up to cover any absence of the first-aider. The employee will need to hold a current approved certificate in first aid and will be paid the appropriate first-aid allowance. This amount will be shown in the current agreement on salaries.

The relevant certificates are those approved by the Health & Safety Executive for the purposes of the Health & Safety (First–Aid) Regulations 1981 (for example, St Andrews Ambulance Association). A refresher course will have to be taken at required intervals.

For the purposes of awarding the first aid allowance a First Aid at Work 3-day course must have been completed successfully.

Mental Health First Aider
There is no legal requirement to have a mental health first aider, however we may choose to do so in appropriate circumstances as a positive step to support employee wellbeing.

If you are willing, able and suitable to carry out this role your line manager will discuss this with you. You will be required to undertake a recognised 2-day course to equip you with the necessary skills to carry out this role. You will receive the appropriate first aid allowance shown in the current agreement on salaries.

B 2

Equality, Diversity and Inclusion

We are fully committed to the principles of equality, diversity and inclusion in employment, as stated in the Equality Act 2010.

You should read the full policy statement which can be accessed from (……).

Main points

- We will not discriminate against anyone for any reason.
- The policy also lists our responsibilities and the procedures we will follow to make sure discrimination does not happen in employment–related decisions.
- As far as is reasonably possible we will make sure that we give employees any instruction, training and supervision needed to meet the requirements of our equality, diversity and inclusion policy.

Your responsibilities

You must accept personal responsibility by law and in relation to the policy for following the principles of equality.

1. You must:
    a. not discriminate against anyone connected to your employment in the course of your employment with us;
    b. tell management about any apparent instances of discrimination; and
    c. tell management about any perceived problem relating to this policy.
2. If there is evidence to substantiate that you are guilty of discrimination, harassment or victimisation, we will take disciplinary action against you, up to and including dismissal.
3. If you feel you are being discriminated against you should speak to your line manager or use the grievance procedure (or do both).
4. If you feel that you are being harassed, you should raise the issue, in confidence, and in line with our policy on dignity at work (B3).

B3

Dignity at work

We are committed to providing a working environment and culture where all employees have the right to be treated with dignity and respect free from bullying, harassment, sexual harassment, discrimination and victimisation of any nature.

You should read the full dignity at work policy which can be accessed from XXXX.

Main points:

- The policy aims to make sure that all employees are treated with dignity at work.
- The policy lists our responsibilities and the procedures we will follow to make sure that harassment does not take place.
- The policy provides specific guidance on sexual harassment and the steps we will take to reduce the risk of this occurring.

Your responsibilities

1 You:

- must accept personal responsibility by law and in relation to the policy to make sure harassment does not take place;
- must make sure that your behaviour does not cause offence, or discriminate against fellow colleagues, contractors, job applicants, clients or customers in the course of your employment with us;
- must offer support to anyone suffering harassment
- must tell management about any apparent instances of harassment; and
- must not indirectly support the person committing the harassment by ignoring an incident.

2. If there is evidence to substantiate that you have committed discrimination or harassment, we will take disciplinary action against you, up to and including dismissal.

3. If you feel you have been harassed, you should raise the issue, in confidence, in line with the procedure set out in our dignity at work policy.

B4

Training and development

1. General

We are fully committed to developing all of our employees. Through regular reviews and discussions, you will be aware of how your work as an individual contributes to the organisation achieving our overall aims. We will encourage you to carry out training which relates directly to your work and career so you can improve your job performance and the service we provide.

You should read the full policy statement which can be accessed from (…..).

2. Vocational training and qualifications

If you want to take part-time vocational courses directly relevant to your career, you can discuss this with your line manager and see what help we can provide.

2.1 For appropriate courses (such as those leading to technical or professional qualifications), we can provide up to 100% of the cost or fees. We will pay the fees directly to the educational organisation or institution.

Rules which apply to this funding:

We treat the fees paid as a loan. We will write off the loan 12 months after finishing the relevant course or examination**.** We will ask you to refund the full cost or part of the cost of fees (as outlined in the undertaking attached to this policy) if you voluntarily leave your employment within those 12 months, if you or the training institution prematurely ends your course or if you are dismissed during that period.

If you withdraw from a course, you will have to repay the fees on the basis of 2.1 above, unless:

- you give us written justification and we agree that you withdraw from the course; and
- you have had to withdraw due to long-term sickness, maternity / adoption leave or redundancy.

2.2 We will give you paid leave to sit examinations for courses approved by your line manager. This leave with pay will include the previous half-day (if the examination lasts half a day) or the previous day (if the examination is over a full day).

If you ask to take annual leave around the time of examinations, we will give this priority and consider your request sympathetically.

3. Professional membership fees

We may refund annual fees you pay for membership of professional institutions depending on the following conditions.

- Your membership must be directly relevant to your job
- We will only refund one set of fees if you are a member of more than one institution.
- You will need to give us receipts for the fees.
- We will make payments after tax.

Undertaking to repay a loan for professional or vocational training fees

I,..... , agree that I will continue working for you,……., for 12 months after completing any course you have paid the fees for.

If I leave your employment or am dismissed before the end of 12 months after completing the course or if I leave the course (or the institution makes me leave), I will refund you an amount to cover the period of service I would be due to work. This will be worked out using all money loaned to me for the course of studies.

I agree that you may take any amount I owe from my salary or other payments due to me under my contract of employment.

Signed ..... Date .....

B5

Travel and subsistence

1. Normal travel to work

You will travel to and from your normal place of work in your own time and at your own expense. If we need you to make extra travel in connection with your work, we will refund reasonable costs you incur as a result of our request.

2. Business travel

2.1 If you are travelling on authorised business for us, you will be entitled to reclaim fares for public transport. We will refund rail travel at second-class rates only.

2.2 You should only use taxis in line with our policy.

2.3 You may use your private car when travelling on business only when authorised to do so by your line manager.

Before receiving this authorisation, you will need to have your vehicle comprehensively insured for business as well as private purposes. The line manager or the health & safety officer will also make sure that the car owner has completed a certificate declaring that they have valid insurance and that this has been kept in a designated file. The certificate should state the following.

I confirm that I have examined the insurance policy for my private car, registration number ....., and the car is comprehensively insured for business purposes. I will renew the policy while the car is in my possession and insure any future vehicle which I will use for business travel.

We will not accept responsibility for damage to your car or for injury to the people in it while the car is being used for business purposes.

Authorised car users will be able to claim allowances for business travel authorised by their line managers. The scale of allowances will be in line with the current EVH and Unite agreed rates. These are added to the current set of salary scales, which are reviewed every year.

3. Subsistence allowances

3.1 Eligibility

The rates of allowance are based on your time carrying out business duties (out with home working) so you need to give us details of the start and finish times of these instances when claiming subsistence allowance.

3.2 Rates

The rates are reviewed on 1 April each year as part of annual pay negotiations, and you can find up-to-date amounts by referring to the most recent set of salary scales.

We can pay two levels of subsistence rates.

- If you need to be on approved or official duty for more than 10 hours, in any one day, based on your start and finish times.
- For official duties of between 5 and 10 hours in any one day out with our geographical area of activity, based on your start and finish times.

3.3 Overnight

If you are on official duty and away from home overnight, we will pay reasonable expenses as long as you produce receipts.

B6

Trade union membership

1. General

We believe it is in your best interests to become a member of an official trade union and you have the right to join a trade union.

UNITE the Union are recognised by EVH employers for the purposes of collective bargaining.

You may apply to be elected as a trade union representative and hold office within that union.

If suitable accommodation is available, we will provide facilities for meetings of trade-union members. Senior officers should be notified of trade union meetings taking place at the workplace.

2. Time off for trade-union activities

2.1 Branch meetings (and the travel to and from) should take place out with normal working hours. However, meetings of union representatives or the Joint Negotiating Committee may be held within working hours.

2.2 We will give you leave of absence with pay if you are a trade union representative to attend one official meeting each calendar month organised by the trade union.

2.3 Trade union representatives will have reasonable paid leave granted to support members within their organisation with any formal meetings at which they are entitled / allowed to be accompanied by a union representative.

2.4 If you are a union branch office bearer (e.g. a branch secretary, negotiating secretary, or treasurer), we will allow you time off with pay so you can carry out your duties. We will limit this to up to four hours in any one week. You cannot carry this time forward.
2.5 If you want to go to an official conference of your trade union or association, you should ask your manager for time off, giving reasonable notice and providing the relevant details (in writing). We will normally give you leave of absence without pay if this is possible.

2.6 To qualify for paid time off as a union learning representative or equality representative, you must be trained to carry out the associated duties. Your trade union would need to confirm this to us in writing and it will be valid for six months from the training date.

C 1

Code of conduct

Please make yourself familiar with the full Code of Conduct policy which can be accessed from (…..).

You must keep to the following rules during the course of your employment. If you do not, we may take disciplinary action against you.

1. Handling information

In the course of your employment you may have access to confidential information about our organisation, employees, customers, partners and anyone else in relation to our business. You must not reveal this information to anyone unless you are authorised to do so by a senior officer or the governing body.

You also need the permission of the senior officer before you remove confidential correspondence or documents from the work premises. If you are authorised to remove information from the work premises this should be handled in line with the data protection guidelines.

2. Social networking

We respect your right to a private life and that includes joining any social sites you want. However, information posted on these sites is classed as public and not private. As a result, you are not allowed to reveal confidential information relating to us, our customers, partners, suppliers, governing body members, employees and so on. You are also not allowed to post any comments about people and events connected to us or make any remarks which could possibly bring us into disrepute. Any actions could result in disciplinary action, up to and including dismissal.

3. Interest in contracts and appointments

You must, as soon as possible, tell your line manager in writing, if you discover:

- we have, or plan to enter into, a contract or an appointment; and
- you have a financial or private interest in that contract or appointment. This interest can be direct or indirect (which includes some situations where you are not a party to it but your relatives or friends are).

4. Publications and lectures

You may not publish any material or deliver any lecture relating specifically to us or our business without getting approval beforehand. You should ask for this approval in writing from the senior manager or the governing body.

5. Using official premises

You may not use official premises for unofficial purposes at any time without getting the approval of the senior manager beforehand.

6. Other employment and volunteering activities

You may not accept a post or carry out any occupation or activity which would:

- mean you need to take time off during your contracted hours; or
- affect your performance at work.

In exceptional circumstances, we may grant permission for these extra activities. You should ask for this permission beforehand. If you are in any doubt as to whether this condition would apply, please ask your line manager.

7. Private calls

You can use the work phone for private purposes within reason.

You must tell us about all non-local calls beforehand and pay us when we receive an itemised phone bill.

8. Gifts and hospitality.

You should not accept any gift, favour or hospitality which is intended as, or might be seen by others as an inducement. It is normally clear whether an offer of hospitality and so on might be considered excessive or unreasonable. However, if you are in any doubt, speak to your line manager.

9. Bribery

We do not allow any form of bribery. You are not allowed to accept or give bribes from or to anyone we do business with. You must also report any instances of suspected bribery within either the organisation or any of our business partners. Accepting or giving bribes will result in disciplinary action up to and including dismissal and can also result in criminal prosecution and imprisonment of up to 10 years for individuals found guilty of these acts.
You must immediately report any act of attempted, suspected or detected fraud, theft, bribery and corruption. You can do this in a confidential way to an appropriate person, for example, a senior officer, the chair, a governing body member, the audit committee or the company solicitor.

C2

Personal information

1. Personal details

We will treat your personal data in line with our obligations under the current data protection regulations and our own policy. Information regarding how your data will be used and the basis for processing your data will be provided to you in an employee privacy notice.

We ask that you give us up-to-date and accurate information relating to:

- your home address;
- your phone number;
- your next of kin;
- details of a person to be contacted in an emergency and how this can be done; and
- details of any allergies or medical conditions which could be important in an emergency or which could compromise your safety in the workplace.

We require your personal information to allow us to fulfil our roles as your employer, in particular so that we can take appropriate action in any emergency situations.

If any of the above details change or require updating during the course of your employment with us it is your responsibility to tell us.

2. Confidentiality

At all times we will respect your confidentiality. We will not give your personal information to anyone without your approval.

(This does not apply if we have a legal duty to provide the information.)

Your personal details will be retained in line with the data protection policy.

We will give you access to your own personal file if you ask your line manager.

C3

Personal property

We will not accept any responsibility for your personal property while it is on our premises, even if you are using it for official purposes. You should make sure you protect your property at all times. We will give you a lockable drawer if you ask.

Any organisation's statement of terms and conditions of employment

I have received a copy of the document shown above. I have also had the opportunity to read it in full and asked my manager any relevant questions.

I confirm that I fully understand the contents and accept the terms and conditions within it.

I understand that you will inform me separately about any amendments to these terms and conditions in the future.

I understand that this confirmation and my other personal details will be retained confidentially in my personal file.

Your signature: .....

Name: .....

Date: .....