

# COMPANY NAME & LOGO

## CONDITIONS OF SERVICE



April 2024

Welcome!

I am very glad that you have chosen to work for us, as you know we are an important organisation in the field of (.....). We have a very good reputation, and our aim is to maintain and improve this, whilst still remaining financially successful.

We want to grow wherever we can and need good people to help us do this. So we try and offer a good working environment, stimulating challenges and decent Conditions of service.

We hope you will enjoy working for us and that your career will be a long and productive one.

J Soap  
Chief Executive

*This document sets out your Conditions of Service. If you are reading these electronically you can click on any of the sections below to go straight there. At any point in this document just use the [BACK TO INDEX](#) link to come back here. If you are in any doubt over the meaning of any part of this document, just speak to your line manager who will be delighted to help you.*

**From time to time, the Board of Directors may vary any of the elements of your Conditions of Service. Such changes will be notified to you in writing within one month of them taking effect.**

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## A. HOURS, HOLIDAYS AND OTHER BENEFITS

### A1 Hours of work and pay arrangements

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

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

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

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

If for any reason, we ask you to cover another job we will discuss with you whether any responsibility allowance will be paid and at what rate/salary.

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### A.2 Holidays

We offer **5.6 weeks** paid leave (including annual leave and public holidays) each year, which equates to **XXX** hours for full time staff. If you work part-time you need to work out your personal holiday allowance as follows:

*e.g. for a 20 hour a week job*

**XXX** hours divided by [full time contractual hours] multiplied by 20 hours, which gives **YYY** hours per year. And as you can see this still equates to **5.6 weeks** paid holiday a year, so you are treated no differently from full time colleagues.

Our holiday year runs from **day/month** — **day/month** and if you join us part way through a leave year, your leave entitlement will be calculated accordingly on a part year basis. To do this simply divide the full year entitlement by 52 then multiply this by the number of full weeks remaining in the leave year. We always round this to the nearest half day. When you leave us we will use the same method to work out whether we owe you — or you owe us any balance of annual leave. If we owe you we will pay this in your last salary, and will deduct it if you owe us.

We do not allow you to carry leave forward from one year to the next and expect you to work with your manager to make sure you take all your holiday entitlement each year.

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

List of local holidays:

- A
- B
- C
- D
- E
- F
- G

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

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### **A.3 Special Leave**

We may grant requests for time off work in various situations and depending on our demands. Below is a list of what we would typically consider:

#### **Bereavement**

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

Employed parents/carers who lose a child under the age of 18 years old are entitled to two weeks unpaid leave. Employees with 26 weeks continuous service are entitled to two weeks pay at the statutory rate.

#### **Domestic Emergencies**

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

#### **Medical Treatment**

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.

#### **Jury Service**

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

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).

### **Public Duties**

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

### **Family Emergencies**

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

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

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

### **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 lock of one week or multiple shorter periods throughout the year.

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## **A.4 Giving us notice**

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

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

If you want to retire, we encourage you to provide longer notice by writing to your line manager at least three months before your intended retirement date.

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

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## **A.5 Travel & subsistence**

We don't cover the cost of travel to and from your normal place of work. If we occasionally ask you to travel elsewhere as part of your job we will pay the normal public transport rate to and from these locations. Any other form of transport will need to be agreed with your line manager in advance of the journey.

If we agree to your using your own car to travel on business we will have you sign a form confirming that your insurance policy covers this type of activity. We don't provide help with the cost of motor insurance or with the cost of car purchase and any mileage allowance we pay will always mirror the current Inland Revenue Fixed-Profit Levels — thus ensuring we can pay you this without tax or national insurance deductions.

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

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

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## **A.6 Pension Scheme**

### **Pension Scheme**

We will automatically enroll you into a pension scheme. All details are available from **XXX**

We have a pension scheme that you can join and it is as follows:

**DETAIL YOUR PENSION SCHEME HERE**

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## **B. ABSENCE AND SICKNESS BENEFIT**

### **B.1 Absence Procedures**

We hope you keep good health whilst you work for us and we will do all we can to help you in this. If you fall ill and aren't able to come to work, let us know straight away. You should do this by telephoning your line manager before you are next due to start work — or in extreme cases no later than an hour after you are due to start.

If your line manager is not available you are required to speak with another manager of at least equal standing. If you do not follow this procedure, we will consider your absence to be unauthorised. This means you will not be able to access occupational sickness benefit and it may also lead us to treat the matter as a disciplinary issue.

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

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

At any time, if we have concerns over your absences, we may ask your permission to get a written report from your General Practitioner or may refer you to our Occupational Health provider. These facilities and arrangements help us assist you in better maintaining a good level of attendance.

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### **B.2 Sickness Benefit**

The Sickness Benefit available to you when you are absent from work due to illness is in two parts.

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

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

**Occupational Sick Pay Entitlement**

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

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

We will calculate your entitlement to occupational sick pay using the following principles:

- Your entitlement to Occupational Sick Pay is based on your continuous service at the first date of your period of absence.
- We will pay you the sickness allowance outlined above according to your basic contractual hours (not including overtime).
- If you return to work on a phased basis then you will be paid for the hours worked. Hours that you remain off sick will attract the statutory and occupational sick pay as per your eligibility and will be offset against your entitlement. Alternatively, you can request annual leave, TOIL or unpaid leave to be used instead.

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

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 Director will review the case to decide on any appropriate levels of allowance which should be made.

**B.3 Sickness during annual leave or a public holiday**

If during an authorised period of annual leave you fall ill, and you produce a self-certificate 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-certificate or fit note this will be counted as sick leave and you will receive the holiday at another time.

If your illness prevents you from taking your holiday entitlement, we will carry over the remainder to the next holiday year.

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## **C. CONDUCT AND PERFORMANCE**

### **C1 Matters of Conduct**

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

Our expectation of you is that you will:

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

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

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### **C.2 Discipline**

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

#### **Informal Action**

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

#### **Formal Process**

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 will proceed to our formal disciplinary procedure.

In our formal disciplinary process, we will follow these principles:

- We will outline the allegations to you and, provide you with an opportunity to state your case as part of the investigation process.
- We will not take any action against you until we have carried out a reasonable investigation.
- If we feel you may have committed a very serious breach of our procedures or policies, we may suspend you whilst the matter is being investigated. During the suspension you will receive your normal pay. Suspension does not constitute disciplinary action.
- We will not dismiss you if this is the first issue with your conduct, performance or attendance unless you have committed gross misconduct, then the outcome may be summary dismissal without notice or pay in lieu of notice.
- You will be invited in writing to a formal disciplinary hearing.
- If we invite you to attend a formal disciplinary hearing you have the right to be accompanied by either a trade union representative or a workplace colleague.
- We will provide you with all the information and evidence we will be taking into consideration at the hearing. This information will be provided to you before the hearing takes place.
- You will receive a minimum of 48 hours' notice of the date and time of the hearing.
- We will inform you in writing of any disciplinary action after the hearing has taken place and, we have considered all the information available.
- If we take action against you (other than to dismiss you) we will be clear on the improvement we are seeking and the timescale within which we want this to be achieved
- You will have the right to appeal against any formal disciplinary action imposed.
- We will not dismiss you if this is the first issue with your conduct, performance or attendance unless you have committed gross misconduct, then the outcome will may be summary dismissal without notice or pay in in lieu of notice.

We have three stages in our formal process:

***First Stage — Written Warning / Performance Improvement Note***

If you can't meet our standards after these having been discussed in our Informal Process, or if the matter is new but fairly serious, your supervisor/line manger will interview you at a formal meeting and you will be given the chance to offer an explanation. If this isn't satisfactory we will give you a First Written Warning or Performance Note. You will have a right of appeal to a more senior person above the level of the supervisor/line manager who issued the warning. A First Written Warning / Performance Note will remain in force for XXXXX months. **\*\*\* (We recommend a period of 6 months but should last no longer than 12 months).**

The sort of things we might issue this type of warning for include but are not limited to:

- Poor timekeeping and/or attendance
- Minor breaches of our policies

- Below expected performance of your duties

### **Second Stage — Final Written Warning**

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

The sort of things we might issue this type of warning for include but are not limited to:

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

### **Third Stage — Dismissal**

If you have a live Final Written Warning and don't show a sustained improvement, or if we feel you may have committed an act of gross misconduct a senior manager will interview you at a formal meeting and give you the chance to offer an explanation. If this isn't satisfactory we will normally dismiss you. If we do this we may dismiss with or without notice or payment in lieu of notice. Appeals against dismissal are heard by members of our Governing Body.

The sort of things we might consider to be gross misconduct include but are not limited to:

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

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

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

If the police or courts are involved in any case, we will not wait for any investigation/court

proceedings to conclude but will conduct our own investigation and make decisions based on evidence available to us.

In cases of gross misconduct, you may be summarily dismissed. In this case your annual leave entitlement may be reduced to the statutory minimum entitlement of 28 days. (if you only give the statutory minimum entitlement to annual leave, the paragraph can be removed)

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## **D. FAMILY FRIENDLY**

### **D:1 Maternity**

#### **General**

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

All of the benefits set out below are available to you so long as your pregnancy doesn't end before the 24<sup>th</sup> week of pregnancy (if you successfully give birth before this time then you get the benefits anyway).

However, if there is a stillbirth after the 24<sup>th</sup> week of pregnancy we will provide the benefits of pay and leave as noted in the terms and conditions below.

#### **Notice**

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

By law, in order to gain your maternity benefits, you have to tell us no later than the end of the 15<sup>th</sup> week (24<sup>th</sup> week of pregnancy) before the EWC. When you tell us you are pregnant you should also let us know your EWC and also confirm the date you want your leave to start. When you tell us this, we will need a copy of your Maternity certificate which is known as a "Mat B1" form. You get this from your doctor or midwife, but they will not issue the certificate until you are at least 20 weeks pregnant. If you are in any doubt at all just ask your line manager what you need to do to ensure you get all that you are entitled to.

You can change your mind about the start date you want your leave to begin (even after you have notified us). To make sure this change is effective you have to write formally to your line manager giving at least 28 days' notice of the new start date for your leave but please be aware that you can only make this type of change any time from 28<sup>th</sup> week of your pregnancy until the day your baby is born. This means your leave can start after your due date even if your baby is born after your EWC.

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

### **Maternity Leave**

Your maternity leave can start anytime from the 28<sup>th</sup> week of your pregnancy until your baby is born.

It automatically starts if you give birth, even if this happens before the 28<sup>th</sup> week period mentioned. In this type of case we need you to let us know that you have given birth as soon as possible.

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

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

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

### **Coming back to work**

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

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

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

If you give us 8 weeks' notice of your proposed early return date, you can still change your mind. If you do this you need to give us an amended letter notifying us of your new return date —again giving 8 weeks' notice.

Just be aware that if your return date is earlier than you had originally proposed, we still need 8 weeks' notice. For example, you can't change to an earlier date where this means you don't have enough time to give us the 8 weeks' notice we are entitled to.

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

You can come back from Additional Maternity Leave on a reduced hours, phased return basis. If you request a phased return to work this will be discussed and agreed with your line manager. If your phased return is accepted, you will only be paid for the days you work. 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 want to return on a permanent part-time or job share basis please let us know this. We will consider your request in good faith and will use our Flexible Working procedures (see later) to adjudicate the matter.

### **Keeping in touch**

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

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

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

### **Statutory Maternity Pay (SMP)**

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

To qualify for SMP, you must:

- a) have been continuously employed for at least 26 weeks continuing into the qualifying week (QW) (the 24<sup>th</sup> week of pregnancy);
- b) be on our payroll in the "qualifying week" – the 15<sup>th</sup> 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 24<sup>th</sup> 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 benefits agency office where you can claim any Maternity Allowance you may be entitled to.

SMP can be paid for a maximum of 39 weeks. If you qualify you will receive 90% of your average earnings for the first 6 weeks. For the remaining weeks you will receive what is known as the "lower rate" SMP (up to the maximum number of weeks mentioned above). This lower rate is set annually by the DWP.

If this fixed rate is more than 90% of your average earnings you will receive the lower of the two amounts.

You receive SMP even if you have resigned and do not intend to return. You don't get SMP at all though if you resign more than 15 weeks before the EWC.

### **Occupational Maternity Pay (OMP)**

If you have worked with us for us at least 2 years at the date of the EWC, you are eligible to receive our occupational maternity pay (OMP). The occupational pay is as follows:

- 6 weeks at full pay (including SMP)
- 10 weeks at half pay (plus SMP or 90% of the normal pay, whichever is lower)
- 23 weeks at SMP 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, 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 you should never be in receipt of more than your 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 adoption leave.

### **Maintaining Contractual Benefits**

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

Pension contributions will be paid in line with the scheme rules and full details of this will be provided to you when we write to you with details of your maternity leave.

### **Holidays**

You are entitled to XX 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 remaining balance to the next year's entitlement. You cannot be paid instead of taking any of the leave you have built up during maternity leave.

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

- the date you want your maternity 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 maternity leave period.

### **Pension membership and contributions**

The following rights apply when you are on maternity leave.

- The period of paid maternity 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 maternity leave.
- Your contributions during this time are based on the amount of maternity 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 maternity leave.

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

### **Information and training**

If you are on Maternity 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.

### **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 when your maternity leave begins.

### **Dismissal and resignation during adoption leave**

If we end your contract during the maternity 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 maternity leave or any date before then.

If you resign or are dismissed before the date you have given us for your intended maternity leave to start, you lose your right to maternity leave but will still be eligible for SMP as long as you meet the eligibility criteria.

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## **D.2 Paternity**

### **General**

You are entitled to paternity leave if your partner is due to give birth, and you have at least 26 weeks' continuous service by the 'qualifying week' (15<sup>th</sup> week before EWC), or in the circumstances of adoption or surrogacy you have been continuously employed for at least 26 weeks by:

- the end of the week you are matched with the child (UK adoptions)
- the date the child enters the UK or when you want your pay to start (overseas adoptions)

and;

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
- the intended parent (if you're having a baby through a surrogacy arrangement)

Paternity Leave is available for all live births and, where a baby is still born from the 24<sup>th</sup> 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 end within 52 weeks of the birth.

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).

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 give your employer 28 days' notice if you want to change your start date.

### **Paternity Pay**

If you are eligible for paternity leave you are also eligible for paternity pay. Our paternity pay is equal to 1 weeks full pay inclusive of Statutory Paternity Pay (SPP), and the 2<sup>nd</sup> week will be paid at SPP rate.

### **Antenatal Appointments**

You also have a right to attend up to two unpaid antenatal appointments with your partner/surrogate mother.

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## **D.3 Adoption**

### **General**

If you are adopting a child or are a surrogate parent, 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.

### **Notifying us that you are planning to adopt**

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.

## **Adoption Leave & Pay**

### **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).

### **Antenatal Appointments**

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

### **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 adoption 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.

### **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 benefits agency office where you can claim any alternative benefits set by the Government you may be entitled to.

### **Occupational Adoption Pay**

If you have worked with us for us at least 2 years at the date the child is placed with you, you are eligible to receive our occupational adoption pay (OAP). The occupational pay is as follows:

- 6 weeks at full pay (including SAP)
- 10 weeks at half pay (plus SAP or 90% of the normal pay, whichever is lower)
- 23 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 Sunday's 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.

### **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.

### **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.

### **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.

### **Discretionary Leave**

We realise that some adopted children of any age may need emotional or medical support. We may grant you further leave at the discretion of your senior officer or nominated deputy.

### **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.

### **Holidays**

You are entitled to XX 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.

### **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.

### **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.

### **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.

### **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.

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## D.4 Shared Parental Leave

### General

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

### Eligibility for shared parental leave

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

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

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

### Entitlement to shared parental pay

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

### How to apply

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

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## D.5 Parental Leave

### General

You have the right to take up to 18 weeks' unpaid parental leave (for each child) if you have one year's continuous service and 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; 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, or whenever you have completed one year's service – whichever is sooner.

## **1. Giving notice**

- 1.1 We will expect you to give at least 21 days' notice of taking this leave. In exceptional cases, we may not enforce this requirement.
- 1.2 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.

## **2. Taking leave**

- 3.1 The right to take leave will last until the child's 18<sup>th</sup> 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.

## **3. 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.

## **4. 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

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## **D.5 Flexible Working**

### **General**

You have the right to request a change to your contractual terms and conditions of employment by making a request for flexible working. We do not have to agree to this, but we have a duty to consider it and we use the following process to do this.

### **Process**

You must make your application, in writing, to your line manager. You can 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. Following the meeting your manager will confirm in writing the decision regarding your application.

If your request for flexible working has been rejected you can appeal the decision. This should be done in writing within 5 working days stating the reasons for your appeal. We will then arrange to hear your appeal after which the final decision will be confirmed to you in writing.

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## **E. HEALTH AND WELLBEING**

### **E1 Health & Safety**

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

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

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### **E.2 Accidents, Incidents and Near Misses at Work**

Our Health & Safety Manual also gives details of the procedures for reporting accidents, incidents and near misses at work.

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### **E.3 Personal Protective Equipment**

Depending on the job you do, we may supply you with protective clothing/footwear and/or other equipment to help better ensure your safety at work. Where we do this we expect that you will wear/use this as required and that you will treat it responsibly (fair wear and tear is of course accepted). You are also responsible for reporting any defects / issues with your PPE to your line manager without delay.

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### **E.4 First Aid**

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

#### **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 separately in the pay schedule.

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## **E.5 Personal Information and Property**

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

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

### **General Data Protection Regulations**

The organisation will treat your personal data in line with our obligations under the current data protection regulations and our own [\[insert name of policy or procedure\]](#). Information regarding how your data will be used and the basis for processing your data is provided in the employee privacy notice issued to you when you joined.

## **E.6 Equal Opportunities**

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

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

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## **E.7 Trade Union Membership**

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

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## **F. YOUR CONCERNS**

### **F.1 Grievance**

#### **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.

#### **Informal stage**

We aim for most concerns related to your employment to be resolved informally, as we know that this is the quickest and most effective way of resolving matters. If you have a concern please discuss this first with your immediate line manager or another manager. When discussing the matter be prepared to talk through your concern, but the main focus is on resolving the matter, please come with suggestions on an appropriate resolution, and way forward.

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

#### **Formal Procedure**

- The formal procedure will start at the lowest level possible, this means that the manager at the lowest and most appropriate level will hear your concerns at a grievance hearing (formal meeting). If your concerns involve a manager, a manager at the next level will listen to your concerns.
- If for any reason you raise your concerns at a level that is too high or too low, we will hand your concerns to be managed at the most appropriate level.
- All concerns relating to the Director/Chief Executive will be heard by a panel from the Staffing Sub-committee (or equivalent) in the first instance.
- You will always be written to and invited to attend a grievance meeting/hearing to outline your concerns.
- If you have raised your concerns as part of the formal procedure we will always hold a grievance meeting/hearing with you before we decide the most appropriate person to look into the matters you raise with us. (i.e. no investigation will take place until we have met with you in the form of a grievance meeting to discuss your concerns)
- We will not normally allow recording devices to be used during any of the meetings associated with the formal process.
- At all stages of the formal procedure you will have the right to be accompanied by either your trade union representative or a work place colleague.
- You will always receive a written outcome regarding your concerns and this will include details of your right of appeal.

- We will not disclose to you any actions taken with other members of staff mentioned as part of the process.
- If you use the formal grievance procedure, you and we will agree that no changes or action will be made or taken until the grievance is resolved.
- We will keep a written record of your grievance and any proposed solutions in your personnel file, in line with our data retention requirements.

### **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. Collective grievances will be heard at the most appropriate level depending on the nature of the concerns raised.

### **Appeals**

You have the right to one appeal against any formal outcome you have received as part of our internal grievance procedure. This appeal is to one level above the manager that made the decision on your original grievance. Full details will be provided in your outcome letter.

### **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.

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## **F.2 Dignity at Work**

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

The key points from our policy which affect you include:

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

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

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## **F.3 Redundancy**

### **General**

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

### **Consultation**

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

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

We will consult with those affected individually.

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

### **Selection for Redundancy**

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

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

### **Appeals**

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

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

**Alternative Work & Trial Periods**

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

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

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

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

**Redundancy Payments**

All staff with at least 2 years' service will receive redundancy pay. Payments are based on the Governments Statutory Redundancy Pay as outlined in the table below:

Pay:
0.5 week's pay for each complete year of service you were under 22.
1 week's pay for each complete year of service you were 22 or older, but under 41.
1.5 week's pay for each complete year of service you were 41 or older.

The number of weeks we will pay is 20 in total as length of service is capped at 20 years.

We calculate your 'weeks pay' in relation to the cap which is set out by the Government which is typically reviewed in April each year.

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

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END OF CONDITIONS OF SERVICE