

Thorngate Churcher Trust

Employee Handbook

Our Rules & Policies

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WELCOME TO THE THORNGATE CHURCHER TRUST

Your relationship with Thorngate Churcher Trust ("the Trust") is governed by the policies and procedures in this Handbook and by the terms and conditions in your contract of employment. Please take time to read both documents. If there is a conflict between the two, your contract of employment shall prevail.

This Handbook is divided into two parts:

SECTION 1 – TRUST RULES

Section 1 sets out the Trust rules, procedures and general information. To ensure that the Trust is a safe, efficient and happy place to work it is very important that you obey the rules and always follow the set procedures.

SECTION 2 – POLICIES

Section 2 sets out the Trust policies for dealing with things like discipline, grievances, maternity and stress etc. These policies are in place to help and protect you. Please try to familiarise yourself with them. The Trust's policies do not form part of employees' contracts of employment and we may amend them at any time. They will be reviewed regularly.

If you are unsure about anything mentioned in either this Handbook or your contract of employment, please contact your Line Manager who will be delighted to help you.

We are very pleased that you have chosen to work for the Trust and we hope that your time with us will be long, fulfilling and happy.

January 2019

Our Values

We seek to improve lives through passionately promoting excellence in support, care and housing.

We will each commit to take responsibility for our role in our teams; encouraging, respecting and supporting each other.

We strive to be transparent, approachable, listening to each other and acting with empathy and consistency.

We will respect and support everyone as individuals, treating residents and colleagues with dignity and compassion, and behaving professionally whatever our role.

SECTION 1 – TRUST RULES

1 YOUR RESPONSIBILITIES

- 1.1 Whilst working for the Trust your overriding responsibilities are:-
 - 1.1.1 To observe all safety rules and to act in a manner that ensures your own health and safety and the health and safety of others; and
 - 1.1.2 To act wholeheartedly in the best interests of the Trust.
- 1.2 Any conduct that either puts your own health and safety at risk or the health and safety of others at risk will normally be treated as **gross misconduct**.
- 1.3 Any conduct that is detrimental to the best interests of the Trust or its relations with residents, suppliers or the general public will normally be treated as **gross misconduct**.
- 1.4 Your general duties include the following:-
 - 1.4.1 To work hard, conscientiously, safely and loyally on behalf of the Trust.
 - 1.4.2 Not to be involved in any work or activity which is in competition with the Trust or which might adversely affect the Trust's best interests.
 - 1.4.3 To obey the reasonable and lawful instructions of the Trust and to be flexible in helping the Trust achieve its objectives.
 - 1.4.4 To produce work of the best possible quality.
 - 1.4.5 To respect and care for the Trust's property.
 - 1.4.6 To strictly obey all Rules and Regulations relating to health and safety and report to your line manager any hazards to safe working arrangements.
 - 1.4.7 To comply with the Trust's equal opportunities policy and to co-operate with it to ensure a working environment that is free from discrimination and prejudice and the fear of harassment or violence.
 - 1.4.8 Whilst working for the Trust to devote all of your time and attention to your duties. You must not engage in any other business, activity or employment (either inside or outside your normal working hours) that interferes with this duty.
 - 1.4.9 To notify the Trust at the earliest opportunity about any change in your personal circumstances such as your name, address or telephone number.
 - 1.4.10 To work in accordance with our values.

2 WORKING HOURS, ATTENDANCE AND TIMEKEEPING

- 2.1 Your normal hours of work are detailed in your Contract; it is your responsibility to ensure that you attend punctually for work and follow all timekeeping and absence procedures. In order to help us to maintain optimum service levels, you may be required to work additional hours from time to time. Further details are contained in your Contract of Employment. If you have a need to leave work prior to your normal finishing time or to have time away during the normal working period, you must not leave without first obtaining permission from your Line Manager. In such circumstances, you must report to your Line Manager upon leaving and, where appropriate, returning to work. Persistent lateness, unacceptable levels of absence and/or unauthorised absence will result in action being taken against you under the Disciplinary Procedure, which could result in a disciplinary warning or dismissal, and may include wages or salary being reduced accordingly depending on the circumstances. The Trust expects excellent attendance and timekeeping.
- 2.2 Persistent lateness or repeated unauthorised absence will normally be treated as **gross misconduct**.
- 2.3 It is your responsibility to make sure that you are at work and ready to start work at your scheduled starting time.
- 2.4 If you are sick or injured and cannot attend work then you must comply with the Trust's sickness/injury rules. The sickness/injury rules are set out at part 3 of this Handbook.
- 2.5 If you arrive at work late you must immediately report to your line manager.
- 2.6 If you need to leave work before your scheduled finish time you must obtain the prior authority of your line manager.
- 2.7 As applicable, you are required to use the Trust's time and attendance system correctly and:-
- 2.7.1 immediately before you start your working day/shift;
 - 2.7.2 when leaving the site for a non-work break or for any other non-work reason;
 - 2.7.3 when returning to the site following any non-work break during your working day/shift;
 - 2.7.4 at the end of your working day/shift; and
 - 2.7.5 you should note that the system is set to raise an exception if you are more than a few minutes late-in or more than a few minutes leaving early, and the circumstances of larger periods of time will be examined by the relevant line manager according to the rules set on the system.
- 2.8 Failure to use the Trust's time and attendance system in accordance with these rules will normally be treated as **gross misconduct**.
- 2.9 If you deliberately misuse, abuse or avoid using the Trust's hand scanner system, your conduct will normally be treated as **gross misconduct**.
- 2.10 If you damage any hand scanner on the Trust's premises you must notify your manager immediately and you will normally be responsible for the cost of any replacement hand scanner.
- 2.11 You must comply with any absence / time recording procedures which may be introduced from time to time including any provisions required to ensure compliance with the Working Time Regulations 1998.

3 SICKNESS, INJURY AND SICK PAY

3.1 You are expected to be available to work during your normal working hours. You must make every effort to attend work.

3.2 If you cannot attend work you must comply with the following rules:-

3.2.1 You must telephone your line manager within two hours of the start of your shift on your first day of absence, stating why you are absent and when you expect to return. You should not leave a message with a colleague. If you cannot make contact with your line manager you should try to speak to another manager or the receptionist or a manager in Clare House. If your absence continues, you must contact your line manager regularly to update on your continuing absence.

A message on social media such as Facebook is not an acceptable method of notification of absence.

You must provide the appropriate certificates as referred to below at the relevant times, and complete any absence recording documentation as required on your return to work.

You must notify the Trust if you are suffering from or have symptoms of a notifiable infectious disease i.e. mumps, measles, or food poisoning etc., or where you have been in close contact with someone with such an illness. Where you have been off work with this type of illness, you must contact the Trust and your doctor prior to returning to work to ensure that it is safe to do so.

Failure to notify the Trust as set out will result in action being taken against you under the Disciplinary Procedure.

3.2.2 If you are unable to return to work on the date expected you must call your line manager again as outlined above.

a. Self-Certificate

3.2.3 If your absence lasts for less than 7 calendar days, on your return to work you must complete an Absence Self-Certification (which is available from your line manager) explaining the reason for your absence.

b. Medical Practitioner's Certificate

3.2.4 If your absence lasts for more than 7 consecutive calendar days; when requested, where more than 3 periods of self-certificated absence occur in any rolling 12 month period (this may have to be obtained at your own expense); or for absence before or following an annual bank/public holiday: then you must:-

3.2.4.1 Get a Statement of Fitness for Work (MED3) from your GP confirming your inability to attend work. This form, often referred to as a Fit Note, must be sent to your line manager immediately.

3.2.4.2 If you cannot return to work when your Fit Note expires, you must obtain another Fit Note from your GP and send it to your line manager immediately. Fit Notes are required to cover the total period of your absence.

3.2.4.3 You must telephone your line manager at least one working day before you return to work so that arrangements can be made for your return.

3.2.4.4 If your last Fit Note does not specify a date on which you can resume your duties before you return you must supply the Trust with a Fit Note confirming that you are fit to return to work.

3.3 The Trust reserves the right to require you to produce a Fit Note from your GP to cover absences of less than 7 days.

- 3.4 All Fit Notes must specify the nature of the illness / reason for the absence. Back dated / undated Fit Notes will not be accepted.
- 3.5 The Trust reserves the right to withhold sick pay for any periods not covered by a Fit Note or where the Trust is not satisfied as to the validity of the Fit Note.
- 3.6 Should your GP issue a “may be fit to work note” the Trust will take into account any advice / recommendations given by your GP in that note.
- 3.7 The Trust will usually request that you attend a meeting to consider the following –
 - 3.7.1 the advice that has been given by your GP and whether further advice is required;
 - 3.7.2 your ability to return to/remain in your job in view both of your capabilities and the Trust’s business needs and any adjustments that can reasonably be made to your job;.
 - 3.7.3 possible redeployment opportunities and whether any adjustments can reasonably be made to assist you to redeploy;
 - 3.7.4 where you are able to return to your job or a redeployed job, lighter duties; agreeing a return to work programme.
- 3.8 You should at all stages seek to inform the Trust as to any duties/roles that you feel that you might be able to still safely undertake despite your ill health.
- 3.9 Where you disagree with the advice given by your GP the Trust may at its discretion obtain a further opinion from an alternative medical expert / occupational health advisor or may write to your GP requesting clarification.
- 3.10 The Trust cannot guarantee that it will be able to implement any adaptations / adjustments recommended by your GP or any other medical expert / occupational health advisor.
- 3.11 If it is not possible for the Trust to implement such adaptations / adjustments it will explain the reasons for this to you. If this is the case, the Trust will agree a time-scale for review and/or a further meeting.
- 3.12 The Trust reserves the right to require you to undertake a medical examination by a medical practitioner and/or specialist of the Trust's choice and/or to seek a report from your Doctor.
- 3.13 Where the Trust wishes to seek a report from your Doctor, you have rights under legislation; a summary of these rights is included later in this Handbook (under 'Access to Medical Reports').

Statutory Sick Pay (SSP)

- 3.14 If you are absent from work and you comply with the requirements set out above, you will be paid SSP subject to qualification. For the purposes of SSP your qualifying days shall be your normal working days. SSP is not paid for the first three days of absence.

Discretionary Sick Pay

- 3.15 Discretionary Sick Pay may be payable by the Trust, in which case it provides a scale of full pay and half pay for authorised absence due to sickness in accordance with the following scale - after you have one year's continuous service. Discretionary Sick Pay is as follows –

Staff Employed Before 31.1.99

- 6 months' full pay and 6 months' half pay

Staff Employed After 31.1.99 and before 7.2.13

- During 1st year of service – 1 month's full pay
- During 2nd year of service - 1 month's full pay and 1 month's half pay
- During 3rd year of service – 2 months' full pay and 2 months' half pay
- During 4th and 5th years of service – 2 months' full pay and 3 months' half pay
- After 5 years' service – 3 months' full pay and 3 months' half pay

Staff Employed After 7.2.13

- **Solely at the Trust's discretion**

Other Conditions

- 3.16 The above Total sick pay is based on a rolling 52 week period, i.e. any Discretionary sick pay given in the preceding 52 weeks will be taken into consideration when calculating the balance of Discretionary sick pay entitlement. The first 3 days of any new sickness period will not qualify for Discretionary sick pay.
- 3.17 SSP will be deemed to be received if you are absent due to sickness. Such payments will be deducted from Discretionary sick pay. The amount of Discretionary sick pay and the time period for which it shall be paid in respect of any sickness absence shall be decided by deducting from the period of benefit (as appropriate to his/her service on the first day of absence as set out above) the total periods of absence due to illness during the twelve months immediately before the first day of absence. Periods of unpaid absence on sick leave will not be taken into account.
- all payments made include SSP
 - as with SSP, the notification procedure must be followed in order to qualify for payment
 - the Trust reserves the right at its discretion at any time to withdraw or amend this benefit if your absence, or that of employees generally, is excessive and to take action under the Disciplinary and Dismissal Procedure where appropriate
 - where payable, sickness or industrial injury benefit must be claimed from the appropriate Government Agency and any benefit received must be notified to the Trust; such benefits will be deducted from the above payments
 - if you are absent due to sickness during the course of disciplinary proceedings or during investigations into alleged breaches of rules, procedures or contractual obligations, you will not be entitled to sickness payment from the Trust (other than SSP)
 - if you are absent from work due to injury or illness caused by a third party, any payments made by the Trust as sickness payment will be classed as a loan; this will be repayable to the Trust by you if compensation for loss of earnings is recovered from the third party
- For the avoidance of doubt, the Trust still has the ability and the right to terminate your employment even if doing so would mean you would lose any entitlement to sickness payment or the benefits above.

Important

If you have been absent due to sickness and are found not to have been genuinely ill, you will be subject to action being taken against you under the Disciplinary Procedure, which could include dismissal.

MONITORING AND MANAGING SICKNESS ABSENCE

Policy Statement

- The Trust is committed to providing services of the highest quality to all its residents. As part of this key aim the Trustees expect all employees, whatever their position, to be fully committed to maintaining minimum levels of absence.
- To maintain the competitiveness of the Trust the Trustees set out to ensure that costs are properly controlled and kept within the agreed budgets. The employment of temporary and agency staff and the paying of overtime premiums is a significant element in the Trust's overhead expenditure and warrants close attention.
- Each employee has a responsibility to attend work unless prevented from doing so by illness. Any employee prevented from attending work because of illness is obliged to follow the Absence Notification Procedure set out above.
- Managers are responsible for the monitoring of absence levels and for the day to day management of absences.
- The monitoring and managing of sickness absence should be carried out in a fair, reasonable and consistent manner and show due regard to confidentiality.
- Where medical advice would be beneficial and where longer-term health problems have been identified, the Trust may require a medical report from the employee's general medical practitioner. In this case, full discussions will take place with the employee and, where appropriate, the necessary medical enquiry consent forms will be obtained.
- If an abuse of the sickness absence scheme is suspected at any point, the matter will be dealt with under the Trust's Disciplinary Procedure which shall include the employee's right to invoke the appeals procedure in cases where unfair treatment is alleged.
- The monitoring and management of sickness absence procedure is designed to complement the existing conditions of service as set out in the employee handbook and does not replace them.
- The Trust reserves the right to amend and/or update this Policy and Procedure as and when it considers appropriate.

Policy Objectives

The Trustees are seeking to minimise the incidence of sickness absence.

- The principle objective is to reduce the percentage of time lost and to keep this within manageable levels.
- In furtherance of the above; to establish procedures for monitoring and interviewing employees whose periods of absence have exceeded the limits prescribed in the procedures until such absences have reached an acceptable level in relation to the employee's work group.

The Procedure

1. All employees will be made aware of the procedures of reporting, monitoring and managing sickness absence.
2. Any employee who is absent because of sickness must follow the reporting procedure set out in the Employee Handbook.
3. Managers will operate a recording system in which all sickness absences will be noted. The information in the record will be confidential and will be available only to senior Managers or the employee concerned.
4. When an employee returns from any period of sickness absence, their Manager will, as soon as practical, contact the employee to discuss informally the cause of the absence. If the employee raises longer term personal or health issues then these issues shall be discussed at greater length at a formal meeting. The Manager may require the employee to seek appropriate medical advice on any matter and to advise the Manager of the nature of that advice.
5. If an employee's total absence because of sickness amounts to more than seven days, or more than three separate periods of absence, in any period of six months, their Manager will arrange to meet the employee

as soon as practical. At this meeting the Manager will discuss with the employee the reasons for the absences, whether any aspect of the job is affecting the employee's health, whether practical steps can be taken to improve this and, where appropriate, will remind the employee of the need to attend work regularly. A note of the discussion will be kept on file and a copy sent to the employee.

6. If an employee's total absence because of sickness amounts to more than ten days, or more than four separate periods of absence, in any period of twelve months, their Manager will arrange to meet the employee as soon as practical. At this meeting the employee's absence will be discussed as under paragraph 5 above. In many cases, for example, where the absence is due to a single period of sickness which is unlikely to recur, the Manager may decide only to continue to monitor the employee's absence record in accordance with paragraph 8 below.
7. Alternatively, the Manager may require the employee to furnish a medical report, or to attend a further meeting at a later date in accordance with the Trust's Sickness Absence Policy and Procedure.
8. Following the meeting arising in the circumstances set out in paragraph 6 above, the Manager will arrange to monitor the sickness absence of the employee. This will involve a monthly meeting of the manager and employee to decide upon what further action, if any, is necessary having regard to the employee's current attendance record. The monthly meetings will cease when the employee's absences have reached an acceptable level in relation to the employee's work group.
9. Continued poor attendance may lead to dismissal in accordance with the Trust's Sickness Absence Policy and Procedure.
10. Records will be kept of all these meetings on the employee's personal file and a copy sent to the employee.
11. When an employee is off sick for a continuous period of a calendar month the Manager will arrange to visit the employee, unless there are special reasons not to do so. The Manager will maintain regular contact with an employee on long-term sick leave and will keep him/her informed of relevant developments in the workplace.
12. An employee who is unable to perform his/her duties due to illness may be referred to a medical practitioner for a medical report at the management's discretion. Full discussions will take place with the employee before any referral. Consent forms will be obtained from the employee before written medical reports are sought.
13. If an employee feels he/she has been treated unfairly in the sickness absence monitoring procedure, he/she has the right to raise this under the Trust's grievance procedure or Sickness Absence Policy and Procedure as appropriate. However, where action has been taken against an employee under the Trust's Disciplinary Procedure the employee has the normal right to appeal against this action as laid down in the Disciplinary Procedure.

RETURN TO WORK INTERVIEWS

Having regard to its duty of care to its employees the Trust may complete a return to work interview after any sickness absence. This will ensure that you are fit for work and whether you anticipate any further absence relating to your illness. This will also give you an opportunity to discuss any concerns you may have regarding your illness with your line Manager.

Access to Medical Reports

In certain circumstances it may be necessary for the Trust to obtain a Medical Report from your Doctor/Specialist in order to establish:

reason for and likely duration of absence

when you will be able to return to work, and whether the problem will recur

what, if any, treatment is being prescribed; and

whether you can carry out all the duties of the job.

This will enable the Trust to plan workloads. It is in the interests of both yourself and the Trust to establish, with the benefit of expert medical opinion, your ability to work. You have certain rights under the Access to Medical Reports Act 1988.

Your Doctor/Specialist cannot submit the report to the Trust without your consent. You may withhold consent to the report being sought or can request to see the report prior to it being forwarded to the Trust.

If you indicate that you wish to see the report in advance, the Trust will inform you when the Doctor/Specialist has been written to; and the Doctor/Specialist also will be notified that you wish to see the report. You then have 21 days to contact the Doctor/Specialist regarding arrangements to see the report.

Should you indicate that you do not wish to see the report before the Trust, you still have the right to write to the Doctor/Specialist, if the report has not been provided to the Trust, and have 21 days to contact the Doctor/Specialist regarding arrangements to see the report. You have the right to ask the Doctor/Specialist for a copy of the report for up to 6 months after it has been supplied. (There may be a charge for this.)

You may ask the Doctor/Specialist to amend any part of the report, which you consider to be incorrect or misleading. If the Doctor/Specialist is not in agreement, you may attach a statement of your views with the report. If the Doctor/Specialist thinks that you or others would be harmed by the report, or any part of the report, it can be withheld from you.

No decision will be made that could affect your employment without careful consideration of all the circumstances.

Where the Trust wishes to obtain a medical report, you will be asked for your written consent. Should you withhold such consent, the Trust will take a decision regarding your continuing employment without the benefit of medical opinion.

4 DENTISTS, DOCTORS, OPTICIANS AND OTHER APPOINTMENTS

- 4.1 Whenever possible such appointments should be made outside of working hours. There is no right to time off for non-emergency check-ups.
- 4.2 Where it is absolutely essential that such appointments are arranged during your working day, disruption must be kept to a minimum by arranging the appointment at the very start of the day or at the end of the day.
- 4.3 Time off for such appointments will be **unpaid** unless:
 - 4.3.1 lost time is made up with the prior authority of your line manager;
 - 4.3.2 you take the time off as holiday in which case you will need to comply with the Trust's holiday rules.

5 HOLIDAYS

- 5.1 Your annual holiday entitlement is set out in your contract of employment. The Trust's holiday year runs from 1 April to 31 March. If you are a part time employee your holiday entitlement is pro-rata to the entitlement for full time employees.. You will accrue annual holidays on the basis of 1/12th of the annual entitlement for each month of service in the holiday year. For the avoidance of doubt, if you normally do not work on a bank/public holiday, you will be entitled (pro rata) to an equivalent day's holiday.
- 5.2 No payments will be made in lieu of holiday not taken except in respect of your last year of employment as set out below.
- 5.3 Holidays must be arranged at the mutual convenience of both you and the Trust. You must give the Trust at least 20 working days [four weeks] notice of your intention to take your holiday. All applications for holiday must be made using the Trust's holiday application form. Completed forms should be submitted to your line manager for approval. You are only allowed to take holidays if the Trust has approved them in advance. No responsibility will be accepted for monies lost should you book and pay for a holiday prior to gaining approval.
- 5.4 You are generally not allowed to take more than 15 consecutive working days holiday at any one time unless you have obtained the express prior written permission of the Registered Manager or the Chief Executive to do so.
- 5.5 Given the nature of the business, the Trust may object to you taking holiday on dates requested by you and/or on bank/public holidays if it is inconvenient to it, and it will sometimes be necessary for you to work on bank/public holidays and you will receive time off in lieu of those hours worked or overtime pay for those hours worked as agreed with the Registered Manager or the Chief Executive. For the avoidance of doubt, any time off in lieu provided must be sufficient to ensure that your total holiday entitlement does not fall below the statutory minimum entitlement of 5.6 weeks' per year (pro rata if you work part time).
- 5.6 Where too many employees require the same holiday period, which if granted would impair the efficiency of the charity, holidays will be granted on the basis of first requested, first granted.
- 5.7 In genuinely exceptional and unusual circumstances and with the prior agreement of the Chief Executive, leave can be carried forward to the next leave year subject to the following conditions:
- No more than 5 days leave may be carried forward.
 - The number of days leave carried forward must be taken within two calendar months of the old leave year.
- Any leave outstanding at the end of the leave year and not complying with the above is forfeited.
- 5.8 Upon termination of your employment, payment will normally be made for all unused accrued holiday entitlement. If you have taken more annual holiday entitlement than you have accrued during the holiday year, the balance will be deducted from any outstanding pay. Payment for holidays in these circumstances will be made on a pro-rata basis to your service in the current holiday year.
- 5.9 Where termination of your employment is due to gross misconduct or where the full contractual notice period is not served and worked, unused holiday pay will not be paid, apart from any payment required to meet the statutory minimum holiday obligations.
- 5.10 If you start or leave your employment during the holiday year you shall be entitled to pro rata annual entitlement for each week of service in that holiday year.
- 5.11 Upon termination of your employment you will be entitled to pay in lieu of any holiday accrued in your current holiday year but not taken. If you have taken holidays in excess of entitlement the Trust shall be entitled to deduct the excess pay from your final salary payment.
- 5.12 The Trust may require you to take (or not to take) any outstanding accrued holiday entitlement during your notice period.

6 ACCIDENTS

- 6.1 Absences resulting from accidents at work are treated as sickness absence and the Trust's normal rules will apply to such absences (part 3, section 1).
- 6.2 All accidents and incidents (including near-miss incidents) must be reported to the appropriate line manager/supervisor so that the cause can be ascertained, the control measures re-evaluated and action taken to prevent recurrence.
- 6.3 All accidents and incidents, no matter how minor, **must be recorded in the Accident Book**. A copy of the Accident Book is to be sent to the Housing Manager, Care Home Manager or Asset Manager according to the area where the accident happened, without delay and a photocopy retained on file by the Manager.
- 6.4 Accidents should be investigated and then recorded by the Manager or Supervisor responsible for the work area. The investigation should be carried out at the earliest opportunity whilst circumstances are still in evidence and witnesses are available. Written statements from the injured person(s) and witnesses should be obtained in all but minor injury accidents.
- 6.5 It is your responsibility to provide complete and accurate information to enable management to find out what went wrong, learn lessons and take action to prevent or reduce such accidents/incidents in the future.

7 SMOKING

7.1 Purpose

This policy has been developed to protect all employees, service users, customers and visitors from exposure to second-hand smoke and to ensure compliance with laws that ban smoking in public places (including workplaces). Laws banning smoking in public places (including workplaces) came into effect in 2007.

Exposure to second-hand smoke, also known as passive smoking, increases the risk of lung cancer, heart disease and other illnesses. Ventilation or separating smokers and non-smokers within the same airspace does not stop potentially dangerous exposure.

7.2 Policy

It is the policy of the Trust that all of its workplaces are smoke-free and all employees have a right to work in a smoke-free environment. We understand that some of our residents choose to smoke and that, as our premises is their home, then our staff may occasionally be exposed to second hand smoke. We take a number of measures to ensure that the effect of this on our staff is minimised.

Smoking is prohibited throughout the entire workplace. This includes the Trust's vehicles including those on-hire. This policy applies to all employees, consultants, customers and visitors. The prohibition applies to anything that can be smoked and includes, but is not limited to, cigarettes, electronic cigarettes, pipes, cigars and herbal cigarettes.

You may only smoke outside the Trust premises during breaks. When smoking outside, you must dispose of cigarette butts and other litter appropriately.

7.3 Implementation

Appropriate 'No smoking' signs are clearly displayed at or near the entrances to the premises and elsewhere around Trust premises. Signs will also be displayed in Trust vehicles that are covered by the law.

7.4 Non-compliance

You should be aware that enforcement authorities can issue penalties and fines if you are found guilty of smoking in a smoke-free place. You will be personally liable for any fine or fixed penalty imposed for non-compliance. Non-compliance with this policy and relevant law will be treated as a disciplinary offence.

8 FIRE

- 8.1 In general, you should seek to ensure good standards of housekeeping at all times. A clean and tidy workplace is less likely to be a source of fire. Any act or omission, which you believe may constitute a fire risk, should be immediately notified to your line manager or supervisor, who will take the appropriate action.
- 8.2 All potential fire hazards will be identified and the risks assessed and reduced to an acceptable level.
- 8.3 Fire fighting equipment will be provided and emergency lighting and fire alarm points fitted as appropriate, following a fire risk assessment. The fire alarm will be tested at weekly intervals by activating an alarm point in rotation, such as to test every alarm point over a set period of time.
- 8.4 Fire marshalling areas will be identified and located in areas beyond any danger from fire. You will be made aware of where you have to report in case of fire. Fire alarms will be activated periodically, without prior notice to you.
- 8.5 Details of the Trust's fire/emergency procedures, exit and assembly points, are displayed on notice boards around the Trust's premises. You must familiarise yourself with the Trust's emergency procedures to minimise the dangers caused by fire.
- 8.6 You must ensure that you are aware of the nearest fire exit, and its alternative, for emergency use.
- 8.7 You must ensure that you are aware of the nearest fire extinguisher to your work location, its type and know how to operate it.
- 8.8 Regular fire drills will be held to ensure the Trust's fire procedures are effective and to ensure you are familiar with them. These drills are important and must be taken seriously.
- 8.9 Remember:
 - 8.9.1 On discovering a fire follow the procedure for the building you are working in which will include:
 - 8.9.1.1 Operate the nearest fire alarm;
 - 8.9.1.2 Alert other people within your immediate vicinity and make residents safe;
 - 8.9.1.3 Do not attempt to tackle the fire unless you have been trained or you feel competent to do so.
 - 8.9.2 On hearing the fire alarm
 - 8.9.2.1 Do not delay – follow the procedure for your building including evacuating the premises as quickly as possible ensuring residents are safe;
 - 8.9.2.2 Do not stop to collect personal possessions;
 - 8.9.2.3 Remain calm and proceed in an orderly manner;
 - 8.9.2.4 Do not re-enter the premises or site until the Fire Brigade is satisfied that the premises and site are safe to re-enter.
- 8.10 Under no circumstances must you put yourself or others at risk in a fire situation.

9 COMPUTERS, INTERNET AND EMAIL

DATA PROTECTION

- 9.1 The Data Protection Act 2018 is concerned with the processing of computerised and manual information about living individuals (personal data) and gives rights of access to the individuals who are the subject of that information. Further, the Act places certain obligations on the Trust's data users, in respect of the personal information it processes or causes to be processed on its behalf by third parties.
- 9.2 A data user must notify the Information Commissioner unless covered by the exclusions in the Act. Thus, the Trust must complete a notification covering all personal data presently held, specifying:
- a general description of security measures
 - the purposes for which the data is used
 - a description of the data and the data subjects
 - the sources and disclosures applicable to the information comprising the data; and
 - the countries outside the European Economic Area to which the data is transferred (overseas transfers).
- 9.3 Notification has to be updated as and when changes occur in any of the 'registrable particulars'. The holding and processing of unnotified data, which is covered by the Act, is a criminal offence and is subject to unlimited fines. The Trust, therefore, must operate within the terms of its notification.
- 9.4 You must:
- not access, process or disclose any personal data other than is necessary, within the terms of the Trust's notification, to carry out the role for which you are employed; and
 - understand that any change in 'purposes, description, sources, disclosures, overseas transfers' of the personal data under your control may require an amendment to what has been notified.

INFORMATION SECURITY

- 9.5 You must take the appropriate steps to guard against unauthorised access to, alteration, accidental loss, disclosure or destruction of data.
- 9.6 Under no circumstances should you divulge your password to anyone else nor should you gain access or attempt to gain access to information stored electronically which is beyond the scope of your authorised access level.

Electronic mail

- 9.7 The Trust's computer system contains an e-mail facility, which is intended to promote effective communication on matters relating to the Trust's business. The use of the e-mail system within the Trust is encouraged, as its appropriate use facilitates communication and improves efficiency. Used correctly, it is a facility that is of assistance to many employees. Its inappropriate use, however, causes many problems ranging from minor distractions to legal claims against the Trust. This section sets out the Trust's view on the correct use of the e-mail system, and explains how this can be achieved, as well as the Trust's responses to inappropriate use.
- 9.8 The e-mail system should therefore be used for that purpose **only**. You have no right to privacy when using the Trust's computer system. The Trust reserves the absolute right to monitor employees' use of email. This means the e-mail system should not be used for spreading gossip or for personal gain or in breach of any of the Trust's standard employment policies on issues such as sexual or racial harassment.

- 9.9 Messages sent on the e-mail system are to be written in accordance with the standards of any other form of written communication and the content and language used in the message must be consistent with best Trust practice. Messages should be concise and directed to those individuals with a need to know. General messages to a wide group should only be used where necessary and ALWAYS use the blind carbon copy facility (BCC) to protect customer/client confidentiality.
- 9.10 Confidential information should not be sent externally and in some cases internally, by e-mail without express authority and unless the messages can be lawfully encrypted.

Authorised Use

- 9.11 The e-mail system is available for communication on matters directly concerned with the business of the Trust. Employees using the e-mail system should give particular attention to the following:
- the standard of presentation: the style and content of an e-mail message must be consistent with the standards that the Trust expects from written communications
 - the extent of circulation: e-mail messages should only be sent to those employees for whom they are particularly relevant
 - the appropriateness of e-mail: e-mail should not be used as a substitute for face to face communication; "Flame-mails" (e-mails that are abusive) can be a source of stress and can damage working relationships, while hasty messages, sent without proper consideration, can cause unnecessary misunderstandings
 - the visibility of e-mail: if the message is confidential, the user must ensure that the necessary steps are taken to protect confidentiality
 - the Trust will be liable for any defamatory information circulated either within the Trust or to external users of the system; and
 - e-mail contracts: offers or contracts transmitted via e-mail are as legally binding on the Trust as those sent on paper.
- 9.12 Access to the Internet is provided to employees for matters directly concerned with the business of the Trust. You should be aware that:
- leaving internet access open while away from your desk means that unauthorised use may occur in the absence and be attributable to you
 - spending long periods of the working day on the internet means normal work is not being done or colleagues are picking up an unequal share; and
 - telephone records and system records may be used to monitor your use of the Internet.

Unauthorised Use

- 9.13 The Trust will not tolerate the use of the e-mail system and/or the Internet for any of the following:
- any message that could constitute bullying or harassment (e.g. on the grounds of sex, age, race or disability) or be defamatory
 - personal use, e.g. chatrooms, "blogging", social invitations, personal messages, jokes, cartoons or chain letters

- on-line gambling
- accessing/downloading pornography or offensive, untrue, malicious, illegal or obscene material
- downloading or distributing copyright information and/or any software available to the user
- downloading software which has not been virus checked and approved
- accessing on-line personal services such as holidays, shopping and banking
- creating and/or operating a personal web site
- discriminatory on grounds of race, sex, marital status, disability, sexual orientation, religion or religious belief & philosophical beliefs or age
- unauthorized use of the Trust's Confidential Information (as defined in your contract of employment)
- unauthorized use of protected copyright material

This is not an exhaustive list.

Any such use will be considered as gross misconduct, will be subject to disciplinary action and may lead to dismissal without notice.

Legal Action Against the Trust

- 9.14 Messages sent over the e-mail system can give rise to legal action against the Trust. Claims for defamation, breach of confidentiality or contract could arise from a misuse of the system. It is therefore vital for e-mail messages to be treated like any other form of correspondence and where necessary hard copies should be retained. You are also reminded that messages are disclosable in any legal action commenced against the Trust relevant to the issues set out in the e-mail.

The Company's Rights

- 9.15 The Trust reserves the right to retrieve the contents of all incoming and outgoing messages for the purpose of monitoring whether the use of the e-mail system is legitimate, when you are off sick or on holiday, to find lost messages or to retrieve messages lost by computer failure, to assist in the investigations of wrongful acts or to comply with any legal obligation.
- 9.16 The Trust reserves the right to monitor email messages sent and/or received and to monitor your usage of the Internet.

Security

- 9.17 If you are given access to the e-mail system you are responsible for the security of your terminal and you must not allow the terminal to be used by an unauthorised person.
- 9.18 You should therefore keep your personal password confidential. When leaving your terminal unattended or on leaving the office you should ensure you log off the system to prevent unauthorised users using your terminal in your absence. When out of the office for an extended period you should set up an "out of office" email response and apply forwarding if requested by your line manager.

General Rules

- 9.19 Should you receive an e-mail message which has been wrongly delivered to your e-mail address you should notify the sender of the message by redirecting the message to that person but NOT in the case of SPAM which should

be deleted immediately. Further in the event the e-mail message contains confidential information you must not disclose or use that confidential information. Should you receive an e-mail which contravenes this policy the e-mail should be brought to the attention of your line manager.

- 9.20 Misuse of the e-mail system in breach of these rules will be treated as misconduct.
- 9.21 Misuse of the e-mail and/or Intranet system by transmission of any material in any of the categories in section 9.13 above will constitute gross misconduct:

COMPUTER SOFTWARE

- 9.22 Because of potential virus, infection and consequent damage to the business, you must not load any software onto any computer without the prior approval of management. Approval will only be given after virus checking.
- 9.23 Virus protection software is maintained and periodically updated.
- 9.24 Under no circumstances must you load games or free issue software onto Trust equipment.
- 9.25 If a specific application programme is necessary for your work, then it will be purchased by the Trust for your use.
- 9.26 You must not make 'pirate' copies of Trust owned software for use by other persons either inside or outside the Trust. This not only breaks Trust rules, it is an illegal practice.

Failure to comply with any procedure will result in action being taken against you under the Disciplinary Procedure, which could result in a disciplinary warning or dismissal, depending on the circumstances.

10 JURY DUTY

- 10.1 Leave of absence will normally be granted to you if you are called for jury duty. If you receive a notice of jury duty you must notify your line manager as soon as possible immediately on receipt of the Jury Summons giving details of the dates you are required to attend Court in order that arrangements may be made to cover your position.
- 10.2 Whilst on jury duty you will be expected to work as much of your regularly scheduled work week as the jury duty schedule permits, to the extent that combined time on jury duty and at work does not exceed the number of hours you are normally scheduled to work during a normal working week (unless additional time is absolutely necessary and mutually agreed upon by you and the Trust).
- 10.3 If you hold a position crucial to the operation of the Trust, or in the event that your absence from work over a long period of time could cause hardship to the Trust, the Trust may petition the jury selection committee to excuse you from jury duty. Also, you may personally petition to be excused from jury duty if jury duty would cause hardship to your family.
- 10.4 Whilst serving on jury duty you must present the official court cheque or other documentation of remuneration to your line manager so that arrangements for the payment of any difference between regular pay and jury duty compensation can be made. In no event will make-up pay exceed compensation for the number of hours you are normally scheduled to work during a given work week, and in any case payment will only be made to cover the period that the jury is expected to attend the court.
- 10.5 You may be requested to apply to the Court for your Jury Service to be either postponed or delayed if it is considered that your absence will cause substantial injury to the charity. A failure or refusal to make a request when requested will lead to action being taken against you under the Disciplinary and Dismissal Procedure, which may include dismissal.
- 10.6 If you are retained on Jury Service for a prolonged period, you have an obligation to notify the Trust and must keep in regular contact throughout. You must return to normal working immediately following your release from Jury duties.
- 10.7 You are reminded to ensure that an expenses claim is submitted to the Court in accordance with the available allowances for travelling, subsistence and your financial loss.
- 10.8 Although you are not entitled to payment for this time off, the Trust will consider requests to make up any difference between the financial loss allowance and basic earnings for a maximum of two weeks, provided that the maximum amount has been claimed from the Court.

PUBLIC DUTIES

- 10.9 You are entitled to reasonable time off during working hours to perform the duties associated with certain positions, such as Justices of the Peace, members of a local authority, statutory tribunal or police authority. Although you are not entitled to payment for this time, the Trust will consider payment at its absolute discretion. If you are unsure whether a public service that you perform is covered by this policy you should speak to your line manager.

11 UNAUTHORISED ABSENCE

- 11.1 Any absence which does not comply with the provisions of your contract of employment relating to holidays or sickness or which has not been expressly authorised by the Trust in advance shall be regarded as an unauthorised absence and will result in disciplinary action being taken and will not be paid.

12 INCLEMENT WEATHER

12.1 The Trust will endeavour to open for business every normal working day regardless of weather conditions.

- 12.2 If it is impossible for you to come into work due to inclement weather conditions, you must telephone within 30 minutes of your scheduled starting time to inform your line manager.
- 12.3 If you cannot make it to your workplace due to inclement weather, you should take the day as an unpaid workday or a holiday. Alternatively if you are able to work from home and are given permission to do so, you will be paid at your normal hourly rate for hours worked from home.
- 12.4 If inclement weather conditions cause a substantial delay in your arrival at work, you should notify your line manager as soon as possible. Lost time will be unpaid or made up with the prior authority of your line manager.
- 12.5 If the Trust decides that in the interests of health and safety you should be permitted to leave for home before the end of your normal working day / shift due to weather conditions then you will be paid at your basic rate as if you had stayed at work until the end of your normal working day / shift.

13 TELEPHONES (OFFICE & MOBILE)

- 13.1 Unless a personal mobile phone has been approved for personal use, you should not make or receive personal calls during working hours except in cases of emergency. Under normal circumstances personal phones must be turned off. If you need to be contacted during working hours, calls should be made to the Trust's main number. Where special circumstances dictate and you request that you need to have the use of a personal phone during working hours, this must be referred to your Manager who will deal with such a request on an individual basis. Unauthorised use of a personal mobile phone during working hours will result in action being taken against you under the Disciplinary Procedure, which could result in a disciplinary warning or dismissal, depending on the circumstances.
- 13.2 Your personal mobile telephone must be on 'silent' mode during working hours. You should normally restrict personal mobile telephone calls and text messages to your rest breaks.
- 13.3 On an occasional basis you agree to be contacted outside working hours by the Trust and/or clients and customers to assist with operational matters.
- 13.4 You may be provided with a mobile telephone in order to assist with the proper performance of your duties. The mobile telephone remains the property of the Trust and the Trust may withdraw its use and it must be returned to the Trust on the termination of your employment. The mobile telephone is your responsibility and if it is lost you will be responsible for the replacement cost.
- 13.5 You are permitted to make and receive personal telephone calls on any mobile telephone issued to you but this must be kept to a minimum. If the Trust considers that there has been improper use of the mobile telephone, you may be required to meet the cost of any calls that are not business related and such costs may be deducted from your remuneration.

Use Of Mobile Phones in Vehicles

- 13.6 It is unlawful to use a hand held mobile telephone when driving. Time spent waiting at traffic lights or in a traffic jam is still considered to be driving.
- 13.7 ALL employees who drive vehicles whilst carrying out their work will be required to comply with this law. If you do not comply, you will be subjected to disciplinary proceedings. Repeated breach of this policy will result in dismissal.
- 13.8 You must not use your Trust mobile phone whilst driving even with a hands free kit. If you receive or make a mobile telephone call whilst driving you should stop the car in a safe place, turn off the engine and then make or receive the call once satisfied that it is safe to do so.
- 13.9 All employees must adhere to the Trust's Mobile Phone Whilst Driving Policy.

ANTI-HARASSMENT

- 13.10 You must be aware that certain operations that may be performed on mobile phones may breach Trust rules and procedures. You must understand that the sending of text messages or digital images that are or could be deemed offensive is strictly prohibited.
- 13.11 The photographing or filming of fellow employees, clients, residents, suppliers, visitors or any member of the public without their consent may breach an individual's right to privacy and could in certain circumstances constitute harassment.
- 13.12 It is against the principles of this Trust for any person to be harassed in such way, and it will not be tolerated. Any instance that comes to the Trust's attention will be investigated. Should you be found to have used a mobile phone in such a way you will be subject to the Disciplinary Procedure, which could include dismissal.
- 13.13 If you feel that you have been a victim of this form of harassment, you should bring this to the attention of management immediately.

14 DRESS CODE

- 14.1 Proper attire is necessary to maintain an image which reflects the Trust's professionalism and high standards. It is important that dress is appropriate for the Trust's environment.
- 14.2 Where clothing is provided, this must be worn at all times whilst at work and laundered on a regular basis.
- 14.3 Trainers, jeans or other casual clothing, including walking barefoot in office hours are not considered to be appropriate attire. If further guidance regarding attire is required, this should be discussed with your line manager.
- 14.4 If you arrive at work inappropriately dressed we reserve the right to require you to go home and get changed and not to pay you in respect of any time lost.

15 SEARCH

- 15.1 The Trust reserves the right to search you and any of your property held on the Trust's premises at any time if there are reasonable grounds to believe that you are guilty of theft or in possession of illegal drugs or prohibited property or substances or in breach of the Trust's rules and regulations.
- 15.2 Where you have consented, personal searches will be carried out by a management member, who is of the same sex as you. Searches will be conducted in the presence of at least one agreed witness.
- 15.3 While you have the right to withhold your consent to a personal search, if you do not consent the Trust will still have to form a view as to your culpability, but without the benefit of a search result.
- 15.4 The Trust reserves the right to invite the police to obtain a warrant to search the Trust's premises and/or people suspected of possession of stolen or other illegal goods or substances or whom are suspected of committing or having committed any other criminal act.

16 TIMESHEETS FOR OVERTIME

- 16.1 A time sheet for overtime is, where and when appropriate, filled in and approved by the Trust.
- 16.2 If you falsify your timesheet, you will be liable to summary dismissal.
- 16.3 If you fail to complete forms on absence or sickness, then your payment may be delayed or your salary may not reflect the circumstances.

17 PERSONAL DETAILS

- 17.1 At the commencement of your employment you will have provided us with various personal details. You must notify the Trust immediately of any change, e.g. name, address, telephone number, next of kin etc.
- 17.2 It is in your interest to notify us of any such changes. The Trust will not be responsible for any issues arising out of your failure to notify changes in your personal details.

18 EXPENSES

- 18.1 The Trust will reimburse you for approved expenses wholly and necessarily incurred in the course of your work.
- 18.2 It is not the purpose of payment for expenses to provide you with an incentive or reward for non-standard duties. The amount of any payment for expenses will be the additional costs incurred as a result of you undertaking a work assignment.
- 18.3 Expenses will be paid in accordance with the regulations and interpretation of HM Revenue & Customs or suspended if necessary at its instruction.
- 18.4 Any special ad hoc arrangements made to suit particular circumstances will not be considered to set any form of precedent.
- 18.5 You will be entitled to claim the following providing they are reasonable, and the appropriate documentation has been completed and supporting receipts (including VAT receipts) submitted:
- Cars - mileage at the rate notified and all necessary parking charges and unavoidable tolls. (You are responsible for any fines or penalties incurred)
 - Trains - standard class fare
 - Accommodation - cost of room and all necessary meals and reasonable drinks
 - Meals - as necessary and to a reasonable standard whilst on authorised business.
- 18.6 You are expected to use the most cost effective transport, methods and routes when travelling to carry out your duties.
- 18.7 Payment of your expense claims will be delayed or withheld if not properly substantiated. Fraudulent claims will result in your dismissal.

19. CASH AND MONEY HANDLING

- 19.1 Any employees involved in financial transactions with residents must ensure that they are aware of and comply fully with the Trust's procedures as outlined below.
- 19.2 Employees must ensure that accurate recordings are made of all monetary transactions handled by them in the course of their duties.
- 19.3 All transactions must be recorded on the appropriate documentation and a receipt issued where applicable.
- 19.4 All monies etc. received must be handed in with the relevant documentation.
- 19.5 Any discrepancies/shortages must be reported immediately.
- 19.6 Important - Fraudulent recording of financial transactions will result in dismissal.

20 TRUST PROPERTY

- 20.1 You must not make use of telephones, faxes, e-mail or postal facilities or any other communication mode for personal purposes without the prior permission of management. You must adhere to the Trust's policy with regard to the use of mobile phones.
- 20.2 You are not permitted to remove material or equipment of any kind from the Trust without prior permission.
- 20.3 You must notify the Trust immediately of any incident causing damage to property belonging to the Trust (e.g. building, machinery and equipment) or to the property of fellow employees or visitors.
- 20.4 Working time and/or the Trust's material or equipment must not be used for any unauthorised work.

21 VISITORS

- 21.1 Visitors are not allowed onto the premises at any time without prior authority.
- 21.2 An orderly and courteous manner must be maintained in front of customers, suppliers and visitors.

22 HOUSEKEEPING

- 22.1 Keep the amount of rubbish in your area to a minimum to avoid fire risk and tripping. Keep the floor clear and clean, report any spillages and clean up immediately. Spills should be cleaned up using the spill kits provided. There will be an element of cleaning required as part of your duties each day.

23 CODE OF PRACTICE REGARDING RESIDENTS

- 23.1 All employees are required to act in such a way as to promote and safeguard the interests and well being of residents and to ensure that no act or omission on their part is detrimental to the condition or safety of the residents or other employees.
- 23.2 The Trust, as the employer, also has a duty to ensure that all necessary training and education is provided in order that responsibilities under the Care Act 2014 and CQC regulations and/or any subsequent statutory re-enactment or modification or other applicable legislation are fully complied with.
- 23.3 All employees will be made aware of all guidelines and rules governing their conduct and actions whilst in employment. However, set out below are the main rules which apply.
- 23.4 Employees must observe the Medicines Handling Procedure when issuing drugs to residents.
- 23.5 Employees must respond to a resident's needs, and answer call bells as quickly and efficiently as possible. Employees must never ignore a resident's call or interfere with the call bell system.
- 23.6 Employees must ensure that residents are checked on a regular basis throughout their shift, and must alert senior management or a Doctor if any resident's condition deteriorates or gives cause for concern.
- 23.7 Employees must at all times co-operate with other health care professionals to ensure residents receive adequate care and attention.
- 23.8 Employees must respect any confidential information gained by them in the course of their employment and must not at any time disclose privileged information without the consent of the resident, unless disclosure of such information is required by law or by an order of the court.
- 23.9 Employees must not abuse the privileged relationship, which exists between themselves and residents, and must not accept gifts from, borrow from, or lend money to residents.
- 23.10 Employees must not witness resident's wills or solicit bequests, except if authorised by the Chief Executive.
- 23.11 Employees must ensure that their personal hygiene and appearance is of the highest standard.
- 23.12 Employees must not bully, or use aggressive behaviour towards residents and must at all times behave towards residents in a caring manner.
- 23.13 Employees should take account of the customs, values, sexual orientation, spiritual and religious beliefs of residents and respect their views, and must not act in such a manner as to cause residents distress.
- 23.14 Employees have a responsibility to ensure that they maintain and improve their professional knowledge and competence, and make known to their employer any training needs.
- 23.15 Employees must not delegate any responsibility to any employee of a lower grade unless this has been authorised or adequate instruction has been given.
- 23.16 Employees must be courteous and polite at all times when dealing with residents and their visitors.
- 23.17 Employees must ensure that they never behave in such a manner which may cause offence or bring the Trust into disrepute.
- 23.18 Any incident which could result in a complaint being brought against the Trust as a result of their actions or omissions must be reported immediately.
- 23.19 The rules in this handbook must be read in conjunction with the above and the Medicines Handling Procedure.
- 23.20 Failure to comply with any procedure or rule will give rise to action being taken against the employee or employees concerned under the Disciplinary Procedure and this could include dismissal.

24 MEDICINES HANDLING PROCEDURE

- 24.1 Any employee involved in the handling and administration of drugs must operate in accordance with the procedures and rules laid down below and also the Medicines Act 1968, The Misuse of Drugs Act 1974 or any statutory re-enactment or modification thereof. The Trust will provide any necessary training and education in order for such responsibilities to be complied with.
- 24.2 Employees must ensure that all medicines are recorded accurately, and electronic and/or paper records updated at the time of administration.
- 24.3 Patients' records must state the type of drug, the dosage, when it was issued and by whom.
- 24.4 Medicines or drugs not locked in the dispensary must never be left unattended, and employees are responsible for the security of drugs held on the premises.
- 24.5 Prescriptions which are misleading or unclear must not be administered without prior clarification. Employees are responsible for ensuring that residents receive the correct medication, in the correct dosage, at the correct time.
- 24.6 Drugs must never be administered by unqualified staff unless under supervision and instruction of a senior qualified member of staff.
- 24.7 Employees must report missing drugs immediately to management.
- 24.8 Employees must familiarise themselves with the legislation relating to the handling and administration of drugs and medicines and comply therewith at all times.
- 24.9 Employees must never exceed the stated dosage of medicines to residents without the consent of a Doctor; any such consent must be confirmed in writing.
- 24.10 Wardens of sheltered schemes are not permitted to administer any form of drugs, medication or health care products to residents.
- 24.11 Failure to comply with any procedure or rule will give rise to action being taken against the employee or employees concerned under the Disciplinary Procedure and this could include dismissal.

25 ADULT PROTECTION POLICY

- 25.1 The trustees are committed to preventing the abuse of residents in their care. To that end, they will have regard to the Adult Protection Policy produced jointly by Hampshire County Council, Portsmouth City Council and Southampton City Council. They will ensure that their staff understand the role played by that document in the in-house policy and procedure.
- 25.2 They will report to and as necessary, engage the support of relevant external agencies.
- 25.3 They will implement stringent recruitment procedures with the aim of ensuring that no-one who is unsuitable to work with vulnerable people is employed in the workforce.
- 25.4 By the use of training, they will enable staff:
- To recognise and understand abuse
 - To prevent abuse
 - To respond appropriately to allegations, suspicions or incidences of abuse
 - To make necessary reports to in-house management and where appropriate to external agencies
 - They will ensure that all workers are aware of their individual responsibilities in relation to speaking out (whistleblowing) in appropriate circumstances.
 - They will operate a disciplinary system which, subject to risk assessment, will enable them to make appropriate arrangements for the suspension of a worker who is accused or suspected of abuse, without prejudice to that individual, pending investigation or adjudication and they will ensure that all workers clearly understand this system.
 - They will make and retain a record of all relevant decisions.
 - They will ensure that residents in the home understand that should they make a report of abuse they will be protected from reprisal and/or intimidation.
 - A full copy of the Trust's policy and procedures on Adult Protection is available from your Manager.

SECTION 2 – TRUST POLICIES

1 DISCIPLINARY POLICY

Purpose and scope

- 1.1 This policy is designed to help and encourage you to achieve and maintain standards of conduct, attendance and job performance. The Trust's rules and this procedure apply to all employees/workers. The aim is to ensure consistent and fair treatment for all in the organisation in dealing with any issues of conduct, capability or other circumstances which may result in a disciplinary warning or dismissal.

Principles

- 1.2 Informal action will be considered, where appropriate, to resolve problems.
- 1.3 No disciplinary action will be taken against you until a reasonable investigation of the allegations has been undertaken.
- 1.4 In some cases of alleged misconduct, we may need to suspend you from work while we carry out the investigation or disciplinary procedure (or both). While suspended, you should not visit our premises or contact any of our clients, customers, suppliers, contractors or staff, unless authorised to do so. Suspension is not considered to be disciplinary action.
- 1.5 You will be advised of the nature of the complaint against you and will be given the opportunity to state your case before any decision is made at a disciplinary meeting.
- 1.6 You will be given written notice of the meeting, including, where appropriate, written copies of evidence and relevant witness statements in advance of a disciplinary meeting. Witness statements may be, in appropriate circumstances, anonymised. In addition, due to the nature of its work and the status of the Trust residents the Trust reserves the right to make any adjustments it considers necessary to the disciplinary process or procedure to adequately protect and safeguard its residents.
- 1.7 At all meetings that may result in a disciplinary sanction being imposed you will have the right to be accompanied by a trade union representative, or work colleague.
- 1.8 You should let the Trust know as early as possible if there are any relevant witnesses you would like to attend the hearing or any documents or other evidence you wish to be considered.
- 1.9 You will be informed in writing of the Trust's decision.
- 1.10 You will have the right to appeal against any disciplinary action.
- 1.11 The procedure may be implemented at any stage if your alleged misconduct, lack of performance or capability or other circumstances warrants this.

Rules (this list is not exhaustive)

- 1.12 It is your responsibility to familiarise yourself with the following rules and procedures. Any breaches will result in action being taken in accordance with the Disciplinary Policy. If you have any concerns or require clarification on any issue(s), please raise them with management (The Trust may need to change the rules from time to time and any such changes will be notified to you as appropriate):
- You must conduct yourself and perform your work at all times in a manner that is in the interests of the Trust. Any conduct detrimental to its interests or its relations with any third party, or damaging to its public image, shall be considered to be a breach of the Trust's rules.
 - You have an obligation to ensure that you do not act in a manner, which could be considered to be of an unlawful discriminatory nature.

- You are expected to achieve and maintain a good standard of work and to show a conscientious approach to the job or to the detail of that job to a standard that may reasonably be expected.
- You are expected to show the skill or aptitude required for the job, especially where such skills are claimed or implied at the time your employment commenced.
- You are expected to read and observe all authorised notices that are displayed by the Trust.
- You must not perform, arrange or carry out any work or activity, which could be considered to be in competition with or affect in any way the Trust's interests.
- You are engaged on the basis that you must be prepared to undertake reasonable duties other than those for which you have been specifically engaged to ensure maximum efficiency.
- You must not make use of telephones, faxes, e-mail or postal facilities or any other communication mode for personal purposes without the prior permission of management. You must adhere to the Trust's policy with regard to the use of mobile phones.
- You are not permitted to remove material or equipment of any kind from the Trust without prior permission.
- You must notify the Trust immediately of any incident causing damage to property belonging to the Trust (e.g. building, machinery and equipment) or to the property of fellow employees or visitors.
- Working time and/or the Trust's material or equipment must not be used for any unauthorised work.
- You must act in accordance with the Trust's working procedures.
- Personal hygiene and appearance must be of an acceptable standard.
- Visitors are not allowed onto the premises at any time without prior authority.
- An orderly and courteous manner must be maintained at ALL times in front of residents, visitors, suppliers and the general public.
- Socialising is not permitted on the premises without prior authorisation.
- You are required to submit your person or property, including vehicles, to being searched whilst on the Trust's premises, or at any time at the reasonable requirement of the Trust.

GROSS MISCONDUCT

The following acts are examples of Gross Misconduct offences and as such will render you liable to Summary Dismissal (i.e. Dismissal without notice and without previous warnings). This list is not exhaustive.

- Fighting, physical assault or dangerous horseplay.
- Deliberate refusal or willful failure to carry out a reasonable and lawful direct instruction given by management during working hours.
- Serious insubordination.
- Serious cases of bullying, offensive, aggressive, threatening or intimidating behaviour or excessive bad language.
- Theft, or misappropriation of Trust records.
- Willful damage or negligence involving damage to property belonging to the Trust, residents, visitors, suppliers, other employees or the general public.
- Performing, arranging or carrying out any work or activity which could be considered to be in competition with, or which adversely affects in any way, the Trust's interests.
- Fraud or any other illegal offence committed against the Trust.
- Drinking alcohol during working hours, being under the influence of alcohol/drugs and/or drug abuse.
- Being in possession of or dealing in illegal drugs whilst at work.
- Breach of safety rules and/or any action, which seriously endangers the health or safety of an employee, or any other person whilst at work.
- Deliberately making a false entry in the written records of the Trust.
- Knowingly giving false information or deliberately omitting relevant information on the job application form or curriculum vitae.
- Unlawful discrimination.
- Receipt of bribes to effect the placing of business with a supplier of goods or services.
- Inaccurate or fraudulent recording of financial transactions.
- Unauthorised access to or disclosure of any confidential information from whatever source including any personal data under Data Protection legislation.
- Falsification of working hours.
- Criminal offence causing harm to the reputation of the Trust or relations with the Trust's employees.
- Unauthorised access to or disclosure of any part of the Trust's computer data.
- Acts of gross negligence or misconduct involving careless or reckless driving, including the use of hand-held mobile phones whilst driving.
- Loss of driving licence on conviction when driving is all or an essential part of the job requirements.
- Indecent or lewd behaviour of a serious nature.
- Smoking in designated non-smoking areas - all of the Trust's buildings are designated as non smoking.
- Serious misuse of the Trust's e-mail/internet or other computing resources.
- Abandoning duty without notification.
- The act of copying computer software without authorisation.
- The use of unauthorised software on Trust PCs.
- The unauthorised disabling of anti-virus software.
- Failure to carry out necessary virus checks.
- Use of pirate software on Trust PCs.
- Disconnecting an Alarm Call System.
- Maltreatment of residents.
- Sleeping on duty.
- The unauthorised use of mobile phones.

The Disciplinary Procedure

First stage of formal procedure

1.13 This will normally be either:

- *an improvement note for unsatisfactory performance* if performance does not meet acceptable standards. This will set out the performance problem, the improvement that is required, the timescale, any help that may be given and the right of appeal. The individual will be advised that it constitutes the first stage of the formal procedure. A record of the improvement note will be kept for twelve months, but will then be considered spent – subject to achieving and sustaining satisfactory performance.

or

- *a first warning for misconduct* if conduct does not meet acceptable standards. This will be in writing and set out the nature of the misconduct and the change in behaviour required and the right of appeal. The warning will also inform you that a final written warning may be considered if there is no sustained satisfactory improvement or change. A record of the warning will be kept for twelve months, but will then be considered spent – subject to achieving and sustaining satisfactory conduct.

Final written warning

1.14 If the offence is sufficiently serious, or if there is further misconduct or a failure to improve performance during the currency of a prior warning, a final written warning may be given to you. This will give details of the complaint, the improvement required and the timescale. It will also warn that failure to improve may lead to dismissal (or some other action short of dismissal) and will refer to the right of appeal. A copy of this written warning will be kept by the Manager but will be disregarded for disciplinary purposes after twelve months subject to achieving and sustaining satisfactory conduct or performance.

Dismissal or other sanction

- 1.15 If there is still further misconduct or failure to improve performance the final step in the procedure may be dismissal or in appropriate cases, some other action short of dismissal such as demotion, deduction of pay, allowances or bonus or transfer. Dismissal decisions can only be taken by the appropriate manager, and you will be provided in writing an outline of the reasons for dismissal, the date on which the employment will terminate, and the right of appeal.
- 1.16 If some sanction short of dismissal is imposed, you will receive details of the complaint, will be warned that dismissal could result if there is no satisfactory improvement in the future, and will be advised of the right of appeal.
- 1.17 At any stage of the Disciplinary procedure you may be suspended from work on full pay, whilst the alleged offence is investigated. If, on completion of the investigation and the full disciplinary procedure, the organisation is reasonably satisfied that gross misconduct has occurred, the result will normally be summary dismissal without notice or payment in lieu of notice.

Appeals

1.18 If you wish to appeal against a disciplinary decision you must do so in writing to the Chief Executive (or the Chair of the Board of Trustees if the appeal is against a disciplinary decision of the Chief Executive) within five working days. The Chief Executive (or as the case may be, the Chair of the Board of Trustees) will hear the appeal and his/her decision is final. There is no further right of appeal. You will be invited to attend a meeting and you should take all reasonable steps to attend.

2. POOR PERFORMANCE POLICY AND PROCEDURE

- 2.1 This procedure applies to all employees regardless of length of service. It does not apply to agency workers or self-employed contractors. It does not apply to cases involving genuine sickness absence or misconduct. In those cases reference should be made to the appropriate procedure in the Handbook.
- 2.2 The aim of the Poor Performance Procedure will be to attempt to reconcile any sub-standard work issues between you and your respective manager, give an opportunity for improvement and to achieve the required standards; and identify any underlying causes of the poor performance.
- 2.3 Employees will not normally be dismissed for performance reasons without a previous warning. However, in cases of serious negligence, serious dereliction of duties, or instances of negligence which cause or might have caused the company serious loss or damage (including one off incidents) or in any case involving an employee who has not yet completed their probationary period, or who has completed a probationary period but whose performance is still being closely monitored, the Trust reserves the right to dismiss without prior warning and/or without notice.
- 2.4 In the first instance, performance issues will normally be dealt with informally between you and your manager as part of day-to-day management. Where appropriate, a note of any such informal discussions will be placed on your personnel file and may be taken into consideration for the purposes of any subsequent formal proceedings. The formal procedure should be used for more serious cases, or in any case where an earlier informal discussion has not resulted in a satisfactory improvement. Informal discussions may help:
 - 2.4.1 clarify the required standards;
 - 2.4.2 identify areas of concern;
 - 2.4.3 establish the likely causes of poor performance and identify any training needs; and/or
 - 2.4.4 set targets for improvement and a time-scale for review.
- 2.5 If the Trust considers that there are grounds for taking formal action over alleged poor performance, you will be required to attend an initial performance review hearing. We will notify you in writing of our concerns over your performance, the reasons for those concerns, and the likely outcome if we decide after the hearing that your performance has been unsatisfactory. We will also include the following where appropriate:
 - 2.5.1 a summary of relevant information gathered as part of any investigation;
 - 2.5.2 a copy of any relevant documents which will be used at the performance review hearing; and
 - 2.5.3 a copy of any relevant witness statements, except where a witness's identity is to be kept confidential, in which case we will give you as much information as possible whilst maintaining confidentiality.
- 2.6 The aims of a capability hearing will usually include:
 - 2.6.1 setting out the required standards that we believe you may have failed to meet, and going through any relevant evidence that we have gathered;
 - 2.6.2 allowing you to ask questions, present evidence, respond to evidence and make representations;
 - 2.6.3 establishing the likely causes of poor performance including any reasons why any measures taken so far have not led to the required improvement;
 - 2.6.4 identifying whether there are further measures, such as additional training or supervision, which may improve performance;

- 2.6.5 where appropriate, discussing targets for improvement and a time-scale for review; and
- 2.6.6 if dismissal is a possibility, establishing whether there is any likelihood of a significant improvement being made within a reasonable time and whether there is any practical alternative to dismissal, such as redeployment. You will have the right to be accompanied by a work colleague or trade union representative at any meeting where you may receive a warning that your performance must improve.
- 2.7 Following an initial capability hearing, if we decide that your performance is unsatisfactory, we will give you an improvement note, setting out:
 - 2.7.1 the areas in which you have not met the required performance standards;
 - 2.7.2 targets for improvement;
 - 2.7.3 any measures, such as additional training or supervision, which will be taken with a view to improving performance;
 - 2.7.4 a period for review; and
 - 2.7.5 the consequences of failing to improve within the review period, or of further unsatisfactory performance, which may indicate that that unless there is a satisfactory improvement dismissal will follow.
- 2.8 Where the performance was so poor or so negligent or could have/did cause the Trust serious loss/damage then the Trust may issue you with a Final Written Warning, setting out that any further failures or instances of poor performance could result in your dismissal. In certain instances where the negligence/poor performance was so serious dismissal on the grounds of gross misconduct might be the only option to the Trust.
- 2.9 Your performance will be monitored during any review period and we will write to inform you of the outcome:
 - 2.9.1 if your manager is satisfied with your performance, no further action will be taken;
 - 2.9.2 if your manager is not satisfied or you have not met the required levels of improvement the matter may be progressed to another capability hearing; or the period of review may be extended.
- 2.10 If your performance does not improve within the review period set out in the performance improvement note, or if there is further evidence of poor performance whilst your improvement note is still active, we may decide to hold another capability hearing. You will have the right to be accompanied by a work colleague or Trade Union Representative at any such hearing.
- 2.11 Following this second performance review hearing, if we decide that your performance is unsatisfactory, we may either:
 - 2.11.1 decide to dismiss if the poor performance/negligence is so serious or
 - 2.11.2 if you were already on a performance improvement note you will be issued with a Final Written Warning
- 2.12 Any Final Written Warning issued will set out:
 - 2.12.1 the areas in which you have not met the required performance standards;
 - 2.12.2 targets for improvement;
 - 2.12.3 any measures, such as additional training or supervision, which will be taken with a view to improving performance;
 - 2.12.4 a period for review;

- 2.12.5 the consequences of failing to improve within the review period, or of further unsatisfactory performance.
- 2.13 Your performance will be monitored during the review period and we will write to inform you of the outcome:
 - 2.13.1 if your manager is satisfied with your performance, no further action will be taken;
 - 2.13.2 if your manager is not satisfied, the matter may be progressed to a final capability hearing; or the review period may be extended.
- 2.14 We may decide to hold a final performance review hearing if we have reason to believe:
 - 2.14.1 your performance has not improved sufficiently/satisfactorily within any review period as set out in any improvement notice or within the final written warning; or
 - 2.14.2 your performance is unsatisfactory while a final written warning is still active; or
 - 2.14.3 your performance has been so seriously negligent such as to potentially warrant dismissal without the need for a final written warning or any previous warning.
- 2.15 You will have the right to be accompanied by a work colleague or Trade Union Representative at any such final hearing.
- 2.16 Following the hearing, if we find that your performance is unsatisfactory, we may consider a range of options including:
 - 2.16.1 dismissing you; or
 - 2.16.2 as an alternative to dismissal redeploying you into another suitable job at the same or a lower grade; or
 - 2.16.3 extending an active final written warning and setting a further review period (in exceptional cases where we believe the requisite improvement is likely within a short period of time); or
 - 2.16.4 giving a final written warning (where no final written warning is currently active).
- 2.17 You will have a right of appeal against the imposition of any performance improvement note/warning/final written warning/dismissal under this procedure and all such appeals should be directed to the Chief Executive (or the Chair of the Board of Trustees if the appeal is against a decision of the Chief Executive). You will have the right to be accompanied at any such appeal hearing by a work colleague or Trade Union Representative. In relation to any appeal under this procedure you should set out in writing the grounds of your appeal prior to the appeal hearing.

3. SICKNESS ABSENCE POLICY AND PROCEDURE

- 3.1 The Trust is sympathetic to health issues of its employees but this always has to be balanced against the business needs and any disruption that this is causing the Trust. The Trust requires you to fully assist it and co-operate with it by attending any meetings to discuss your ill-health and providing the Trust with as much information as possible to enable the Trust to cope with your absence and make any necessary arrangements required to assist you back to work. The Trust expects you to keep in regular contact during any absence period and to discuss with your GP any alternative duties/job roles you feel you could safely undertake despite your ill-health or any changes to your current job or work environment that you feel could be made to allow you to return to work.
- 3.2 On this basis the Trust has set out below, its guidance on what are considered to be unacceptable levels of sickness absence and the potential consequences of exceeding these levels. The Trust will always look at sickness absence on a case by case basis and the trigger points below are for guidance only.

Trigger points:

- 3.3 Where an employee has been absent for more than 3 separate periods within a rolling six month period, an investigatory / counselling meeting will be held to establish whether there are any underlying reasons for the levels of absence and to see whether there are any steps which the Trust can take to enable the employee's absence levels to improve.
- 3.4 If, following an investigatory / counselling meeting an employee is off sick for a further period of absence, within a rolling 12 month period (from the date of the first absence), the Trust will consider taking formal action in relation to unacceptable levels of sickness absence, which may result in a first written caution being issued.
- 3.5 If, following a first written caution being issued, a further period of absence occurs within a rolling 12 month period (from the date of the first absence), the Trust will consider taking disciplinary action in relation to unacceptable levels of sickness absence, which may result in a final written caution being issued.
- 3.6 If, following a final written caution being issued, a further period of absence occurs within a rolling 12 month period (from the date of the first absence), the Trust will consider taking formal action in relation to unacceptable levels of sickness absence, which may result in dismissal on notice.

III Health Capability Procedure

- 3.7 During any excessive period of absence, whether it be long-term absence or frequent intermittent absences, the Trust will usually ask you to attend an ill health capability meeting. The purposes of this meeting will usually include:
- 3.7.1 Discussing the reasons for your absence(s) and any impact your absences are having on the business;
- 3.7.2 Where you are on long-term sickness absence, discussing how long the absence is likely to last.
- 3.7.3 Where you have been absent on a number of occasions, discussing the likelihood of further absences.
- 3.7.4 If it has not been obtained, considering whether medical advice is required. If it has been obtained, considering the advice that has been given and whether further advice is required.
- 3.7.5 Considering your ability to return to/remain in your job in view both of your capability and the Trust's business needs and any adjustments that can reasonably be made to your job and/ or workplace to enable you to do so.
- 3.7.6 Considering possible redeployment opportunities and whether any adjustments can reasonably be made to assist you to redeploy.
- 3.7.7 Considering where you are able to return from long-term sick leave, whether to your job or a redeployed job, lighter duties and/or agreeing a return to work programme.
- 3.7.8 If it is considered that you are unlikely to be able to return to work from long-term absence whether there are any benefits for which you should be considered.

- 3.7.9 Agreeing a way forward, action that will be taken and a time-scale for review and/or any further meeting(s). You should at all stages seek to inform us as to any duties/roles that you feel that you might be able to safely undertake despite your ill health.
- 3.8 Depending on the matters discussed, a further meeting or meetings may or may not be necessary.
- 3.9 The purposes of any further meeting(s) may include the topics listed above at 3.7. This may, depending on steps already taken by the Trust, include warning you that you are at risk of dismissal.
- 3.10 Where you have already been warned that you are at risk of dismissal, the Trust may invite you to a meeting. Arrangements for this meeting will follow the procedure set out above and you will be entitled to be accompanied by a colleague or trade union representative.
- 3.11 The purposes of the meeting will be:
- 3.11.1 To review any meetings that have taken place and matters already discussed with you.
 - 3.11.2 Where you remain on long-term sickness absence to consider whether there have been any significant changes since the last meeting either as regards 'your possible return to work or opportunities for return or redeployment.
 - 3.11.3 To consider any further matters that you wish to raise.
 - 3.11.4 To consider whether there is a reasonable likelihood of you returning to work or achieving the desired level of attendance in a reasonable time period.
 - 3.11.5 To consider medical evidence that has been obtained, considering the advice that has been given and whether further advice is required.
 - 3.11.6 To consider possible redeployment opportunities and whether any adjustments can reasonably be made to assist you to redeploy.
 - 3.11.7 To consider whether your employment shall be terminated on the grounds of ill-health capability.
- 3.12 Termination will normally be with full notice or payment in lieu of notice.
- 3.13 An employee will have a right of appeal against the outcome of any stage of this procedure including against any dismissal. Any appeal should be in writing, setting out the grounds of any such appeal and why the decision is deemed unfair and sent to the Chief Executive (or the Chair of the Board of Trustees if the appeal is against a decision of the Chief Executive) within 5 days of notification of the decision. If you are appealing against a decision to dismiss you, we will hold an appeal meeting.

We will confirm our final decision in writing. There is no further right of appeal.

The date that any dismissal takes effect will not be delayed pending the outcome of an appeal. However, if the appeal is successful, the decision to dismiss will be revoked with no loss of continuity or pay.

4 GRIEVANCE POLICY

Dealing with grievances informally

- 4.1 If you have a grievance or complaint to do with your work or the people you work with you should, wherever possible, start by talking it over with your manager. You may be able to agree a solution informally between you.

Formal grievance

- 4.2 If the matter is serious and/or you wish to raise the matter formally you should set out the grievance in writing to your manager. You should stick to the facts and avoid language that is insulting or abusive. Where your grievance is against your manager and you feel unable to approach him or her you should talk to their line manager or the Chief Executive as appropriate.

Grievance hearing

- 4.3 The Manager or Chief Executive as the case may be will call you to a meeting, normally within 5 days, to discuss your grievance. You have the right to be accompanied by a work colleague or trade union representative at this meeting. We may adjourn the meeting if we need to carry out further investigations, after which the meeting will usually be reconvened. After the meeting the Manager or Chief Executive as the case may be will give you a decision in writing, without reasonable delay.

Appeal

- 4.4 If you are unhappy with the Manager's decision or, as the case may be, the Chief Executive's decision, and you wish to appeal you should inform the Chief Executive (or the Chair of the Board of Trustees if the appeal is against a decision of the Chief Executive) in writing within 5 days. You should state your full grounds of appeal. You will be invited to an appeal meeting, normally within 5 days, and your appeal will be heard by the Chief Executive (or the Chair of the Board of Trustees if the appeal is against a decision of the Chief Executive). You have the right to be accompanied by a work colleague or trade union representative at this meeting.
- 4.5 After the meeting the Chief Executive (or the Chair of the Board of Trustees if the appeal is against a decision of the Chief Executive) will give you a decision in writing, without reasonable delay. That decision is final and there is no further right of appeal.

5 EQUAL OPPORTUNITIES POLICY

- 5.1 The Trust is an equal opportunities employer. We are committed to ensuring within the framework of the law that our workplaces are free from unlawful or unfair discrimination because of Protected Characteristics, as defined by the Equality Act 2010. We have adopted this policy as a means of helping to achieve these aims.
- 5.2 The Protected Characteristics are –
- Age
 - Disability
 - Gender Reassignment
 - Race
 - Religion or Belief
 - Sex
 - Sexual Orientation
 - Marriage and Civil Partnership
 - Pregnancy and Maternity
- 5.3 We aim to ensure that our employees achieve their full potential and that all employment decisions are taken without reference to irrelevant or discriminatory criteria.

What is discrimination?

- 5.4 **Direct discrimination** – when someone is treated less favourably than another person because of a Protected Characteristic.
- 5.5 **Associative discrimination or discrimination by association** – direct discrimination against someone because they associate with another person who possesses a Protected Characteristic.
- 5.6 **Discrimination by perception** – direct discrimination against someone because it is thought that they possess a particular Protected Characteristic even if they do not actually possess it.
- 5.7 **Indirect discrimination** - occurs where an individual's employment is subject to an unjustified provision, criterion or practice which adversely affects people with a particular Protected Characteristic more than others, although on the face of it the provision, criterion or practice is 'neutral'.
- 5.8 **Harassment** – unwanted conduct related to a relevant protected characteristic which has the purpose or effect of violating an individual's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that individual. You may complain of such offensive behaviour even if it is not directed towards you personally.
- 5.9 **Harassment by a third party** – harassment of employees by third parties such as customers or clients.
- 5.10 **Victimisation** – when an employee is treated less favourably because they have made or supported a complaint or raised a grievance under the Equality Act 2010 or are suspected of doing so.

Commitment

- 5.11 We are committed to ensuring that all of our employees and applicants for employment are protected from unlawful discrimination in employment.
- 5.12 Recruitment and employment decisions will be made on the basis of fair and objective criteria that avoid discrimination.
- 5.13 Person and job specifications shall be limited to those requirements which are necessary for the effective performance of the job.

- 5.14 Interviews will be conducted on an objective basis and personal or home commitments will not form the basis of employment decisions except where necessary and relevant.
- 5.15 All employees have a right to equality of opportunity and a duty to implement this policy. Discrimination is a serious disciplinary matter which will normally be treated as gross misconduct.
- 5.16 Anyone who believes that he or she may have been disadvantaged on discriminatory grounds should raise the matter through the Trust's grievance procedure.5.17 Job applicants should not be asked about health or disability before a job offer is made, except in the very limited circumstances allowed by law: for example, to check that the applicant could perform an intrinsic part of the job (taking account of any reasonable adjustments), or to see if any adjustments might be needed at interview because of a disability. Where necessary, job offers can be made conditional on a satisfactory medical check. Health or disability questions may be included in equal opportunities monitoring forms, which must not be used for selection or decision-making purposes.

6 ANTI-HARASSMENT AND BULLYING POLICY

- 6.1 Harassment pollutes the working environment and can have a devastating effect on the health, confidence, morale and performance of those affected by it. It may also have a damaging effect on other employees not themselves the subject of unwanted behaviour who are witness to it or who have knowledge of the behaviour. All employees are entitled to a working environment which respects their personal dignity and which is free from such objectionable conduct. Harassment is a disciplinary offence and it will normally be treated as gross misconduct.
- 6.2 Harassment is either:
 - 6.2.1 Unwanted conduct related to a relevant Protected Characteristic which affects the dignity of men or women at work; or
 - 6.2.2 Bullying of colleagues by intimidatory behaviour; or
 - 6.2.3 Unfavourable conduct at work, whether verbal or non-verbal, towards someone based on a Protected Characteristic which could affect his/her dignity at work.
 - 6.2.4 It also includes treating someone less favourably because they have submitted or refused to submit to such behaviour in the past.
- 6.3 A single incident can amount to harassment if sufficiently grave.
- 6.4 Examples of harassment include:
 - 6.4.1 Insensitive jokes and pranks.
 - 6.4.2 Lewd comments about appearance.
 - 6.4.3 Unnecessary body contact.
 - 6.4.4 Displays of sexually offensive material, e.g. Pin-ups.
 - 6.4.5 Repeated instances of minor harassment acts.
 - 6.4.6 Requests for sexual favours.
 - 6.4.7 Speculation about a person's private life and or sexual activities.
 - 6.4.8 Threatened or actual violence.
 - 6.4.9 Threat of dismissal, loss of promotion, etc. for refusal of sexual favours.
 - 6.4.10 Jokes about a person being either too old or too young to do a job properly.
 - 6.4.11 Age related jokes.
- 6.5 Bullying is offensive, intimidating, malicious or insulting behaviour involving the misuse of power that can make a person feel vulnerable, upset, humiliated, undermined or threatened. Power does not always mean being in a position of authority, but can include both personal strength and the power to coerce through fear or intimidation. Bullying can take the form of physical, verbal and non-verbal conduct, and can be by way of an act or an omission. .
- 6.6 You may complain of behaviour that you find offensive even if it is not directed at you personally and you do not personally possess the relevant Protected Characteristic.
- 6.7 You are also protected from harassment related to Discrimination by Perception and Associative Discrimination.

- 6.8 Where harassment arises from people not directly employed by the Trust [e.g. customers or clients], such complaints will be taken seriously and will be pursued with the third party concerned, exercising whatever sanctions are available.
- 6.9 Anyone who believes that he or she may have been the victim of harassment should raise the matter through the Trust's grievance procedure.
- 6.10 For the avoidance of doubt, the Trust will not tolerate or accept any misuse or abuse of this policy. Any malicious or fraudulent allegations may be dealt with under our disciplinary procedure.

7 EQUAL PAY POLICY

- 7.1 The Trust is committed to the principle of equal pay for men and women. In this context "pay" includes not only remuneration but also other benefits of employment such as bonuses and access to facilities provided within the employment package from time to time.
- 7.2 We are committed to introducing and maintaining pay systems which are transparent, based on objective criteria and free from sex bias.
- 7.3 Women and men employed by us are legally entitled to equal pay if they are undertaking work which is substantially similar or is of equal value to the organisation unless there are specific and clear reasons unconnected with their sex which explain and justify any differential in pay. In some cases individuals carrying out similar work may receive different salaries because of seniority, incremental points, qualifications and other such factors.
- 7.4 You should raise any query or grievance concerning your pay and its evaluation in accordance with the Trust's grievance procedure.

8 DIGNITY AT WORK POLICY

- 8.1 The Trust aims to ensure that all its employees have dignity at work. That means that there are some types of behaviour that are unacceptable which will include the following:
- 8.1.1 being offensive, abusive, malicious, insulting or intimidating to a fellow employee; or
 - 8.1.2 engaging in unjustifiable criticism towards a fellow employee; or
 - 8.1.3 imposing a punishment upon a fellow employee without reasonable justification; or
 - 8.1.4 changing an employee's duties or responsibilities to his or her detriment without reasonable justification.
- 8.2 This policy applies to all employees, regardless of their rank or seniority. Breach of this policy will be treated as misconduct.
- 8.3 If you feel that your dignity at work has been compromised you should raise the matter through the Trust's grievance procedure.

9 STRESS POLICY

- 9.1 As a reasonable employer, we try to ensure that you are in a pleasant working environment and that you are as free from stress as possible.
- 9.2 If you experience unreasonable stress which you think may be caused by work you should raise your concerns through the Trust's grievance procedure.
- 9.3 Managers, when performing risk assessments on the activities of their department, will pay special attention to potential risks from stress and signs of stress at work will be noted.
- 9.4 The Trust (if deemed appropriate) will offer you confidential and individual counselling.

10 RELATIONSHIPS AT WORK

- 10.1 This policy covers all employees of the Trust. It is intended to provide guidance in areas where personal relationships overlap with working relationships and is intended to ensure that individual members of staff are not open to allegations of impropriety, bias, abuse of authority or conflict of interest. It is also intended to set out employees' rights and responsibilities to one another.
- 10.2 The Trust values the integrity of professional relationships between its employees and in order that the Trust's business is conducted in a professional manner and perceived to be conducted in a professional manner it is necessary to distinguish between, and take account of, personal relationships which overlap with professional ones.
- 10.3 In the context of this policy, a personal relationship is defined as:-
- 10.3.1 a family relationship; or
 - 10.3.2 a sexual/romantic relationship.
- 10.4 Both the Trust and any employees who are in personal relationships with any other Employee shall take all reasonable steps to ensure that personal relationships neither advantage nor disadvantage those involved.
- 10.5 If you become involved in a personal relationship with a fellow employee, it is the responsibility of you and the fellow employee to deal appropriately with any potential conflicts of interest. Ideally, such relationships should be reported, in confidence, to a senior manager particularly where the relationship is between a manager and his/her subordinate.
- 10.6 You should take care that financial, familial or personal relationships entered into on a consensual basis do not advantage or disadvantage any Employee or other individuals.
- 10.7 Employees involved in personal relationships should exercise due regard for the professional nature of the workplace and behave in a professional manner at all times paying due consideration to colleagues, customers and clients.
- 10.8 Where a personal relationship exists between employees who are in a line management or supervisory relationship at work they must not be involved in recruitment, selection, appraisal, promotion or in any other management activity or process involving the other party whereby there may be a conflict of interest or perceived conflict of interest as a result of the personal relationship. In such circumstances the relevant manager, senior manager or director should be informed and will, where appropriate, make alternative arrangements and confirm them in writing. The relevant manager, senior manager or director will treat these matters in confidence.
- 10.9 If there is any inequality or perceived inequality in the relationship, extra care should be taken and your attention is drawn to the sexual harassment policy. Sexual harassment is defined as "any form of unwanted verbal, non-verbal or physical conduct of a sexual nature which occurs with the purpose or effect of violating the dignity of a person, in particular when creating an intimidating, hostile, degrading, humiliating or offensive environment". If you are involved in a personal relationship at work you should ensure that any such relationships are fully consensual and are not and cannot be perceived as an exploitation of one party's position in relation to another.
- 10.10 Any employee who is, or who has been, involved in a sexual/romantic relationship with another member of staff, and who does not consider their involvement to be truly consensual, will have the right to complain under the Trust's harassment policy / grievance procedure.
- 10.11 Applicants for employment within the Trust will be asked to declare whether they are in a personal relationship with any existing employee of the Trust. The existence of a relationship between an applicant and an employee will not bar anyone from applying to the Trust for employment, but relationships must be declared at the outset.

- 10.12 Managers and staff who are uncertain about whether they should take action regarding a personal relationship (whether their own or someone else's relationship that is affecting them) are invited to seek guidance in confidence from a senior manager.
- 10.13 You should be aware that a breach of this policy could lead to disciplinary action being taken.

11 MATERNITY POLICY

Ante-natal Care

- 11.1 You have the right not to be unreasonably refused paid time off during working hours to receive ante-natal care.
- 11.2 The appointment must be made on the advice of a registered doctor, midwife or health visitor. After the first appointment, you must be prepared to produce a certificate confirming your pregnancy and your appointment card. Time off for ante-natal classes will be paid at the appropriate hourly rate, the calculation of which depends on whether or not you have regular hours.

Maternity Leave

- 11.3 You are entitled to a maximum of 52 weeks maternity leave comprising of Ordinary Maternity Leave and Additional Maternity Leave.

You are entitled to Maternity Leave provided you notify the Trust on or before the 15th week before the baby is due of:

- 11.3.1 your pregnancy; and
 - 11.3.2 your Expected Week of Childbirth (EWC); and
 - 11.3.3 the date on which you intend your Ordinary Maternity Leave to start. This date cannot be earlier than the 11th week before the EWC; and
 - 11.3.4 you must also provide the Trust with the original Maternity Certificate (MAT B1) issued by your doctor.
- 11.4 Ordinary Maternity Leave is a maximum of 26 weeks in duration.
- 11.5 You can choose to work right up to childbirth unless there are health and safety reasons which prohibit this.
- 11.6 Ordinary Maternity Leave commences on the date chosen by you except:
 - 11.6.1 where Ordinary Maternity Leave commences early due to pregnancy related sickness absence which occurs in the last four weeks before your Expected Week of Childbirth.
 - 11.6.2 where you give birth before your intended start date.
 - 11.6.3 In either of the above scenarios, maternity leave will start the following day.

Additional Maternity Leave

- 11.7 You will be entitled to Additional Maternity Leave. This is an additional period of 26 weeks' maternity leave following immediately after the end of the Ordinary Maternity Leave. You therefore receive a total maximum period of maternity leave of 1 year.

Information from you - Intended Start of Maternity Leave

- 11.8 At the same time as giving the Trust the Maternity Certificate and informing us of your pregnancy, you should also give notice of the date on which you intend to start maternity leave. If you cannot provide this information on or before the 15th week before the EWC you should do so as soon as is reasonably practicable.
- 11.9 If you change your mind about your intended start date of leave, you must give the Trust at least 28 days notice in writing, either before the original or new start date of leave, whichever is the earliest.

- 11.10 If you give less than 28 days notice of the date on which you intend to start maternity leave, you must also give an explanation for the delay. Depending on circumstances, the Trust may refuse to allow you to start your maternity leave until the 29th day after receipt of notice.

Information from the Company - Expected Date of Return

- 11.11 Within 28 days of receiving your notice of intended start of Maternity Leave, the Trust will send you a letter stating the expected date of your return from maternity leave.
- 11.12 The Trust will assume unless otherwise advised by you that you wish to take your full maternity leave entitlement.

Maternity Payment Period

- 11.13 Most employees are entitled to maternity benefit for the first 39 weeks of Maternity Leave. Maternity benefit is either Statutory Maternity Pay paid by the Trust or Maternity Allowance paid by the Department of Work and Pensions.

Statutory Maternity Pay

- 11.14 You will qualify for Statutory Maternity Pay (SMP) if:
- 11.14.1 you have been employed by the Trust for 26 weeks prior to the 15th week before EWC; and
 - 11.14.2 your average earnings are not less than the lower earnings limit set by the government each tax year;
- and
- 11.14.3 you notify the Trust at least 28 days before the date you want payments of SMP to commence, or if not reasonably practicable, as soon as is reasonably practicable. If giving late notice, you should give the Trust an explanation of the delay.
- 11.15 SMP will not be paid before the 11th week before the EWC.
- 11.16 There are two rates of SMP, an earnings related rate and a prescribed rate. The earnings related rate is paid during the first 6 weeks of Ordinary Maternity Leave and the prescribed rate is paid during the following 33 weeks of Maternity Leave giving a total of 39 weeks maximum entitlement of SMP.
- 11.17 The earnings related rate of SMP is 90% of your average weekly earnings. Your average weekly earnings are calculated on the basis of average earnings during the 8 weeks immediately preceding the 15th week before the EWC.

Maternity Allowance

- 11.18 If you do not qualify for SMP, the Trust will give you a form SMP1 to explain why you do not qualify. Employees who do not qualify for SMP will normally qualify for Maternity Allowance.
- 11.19 Maternity Allowance is paid at either 90% of average weekly earnings or the prescribed rate whichever is less.
- 11.20 Maternity Allowance is claimed by you from the Department of Work and Pensions (DWP). You would receive Maternity Allowance from the DWP not the Trust. It is your responsibility to claim Maternity Allowance from the DWP at a Benefits Office.

Working during the Maternity Payment Period (MPP)

- 11.21 If you work for the Trust during the 39 weeks of your MPP you will receive normal remuneration for the periods you work.

11.22 If you:

11.22.1 are taken into legal custody, or

11.22.2 work for another employer

during the Maternity Pay Period you must notify the Trust (and the DWP if you are claiming Maternity Allowance) as soon as possible, as your entitlement to SMP or Maternity Allowance may be affected.

Notice of Actual Date of Birth

11.23 You should inform your line manager as soon as reasonably practical of your baby's actual date of birth.

Returning To Work

11.24 As set out above, you will have received a letter from the Trust stating the expected date of return to work. The expected date of return will be the first working day after the end of the full period of maternity leave to which you are entitled.

Returning to Work Earlier than the Expected Date of Return

11.25 If you wish to return before the expected date of return, you must give notice to the Trust at least 8 weeks before your new intended return date, or if that is not reasonably practicable, as soon as reasonably practicable. If the notice is given late, it must be accompanied by an explanation for the delay.

11.26 The Trust will write to you within 28 days of receipt of your notice to confirm the new intended start date.

11.27 If less than 8 weeks notice is given by you, the Trust may be entitled to refuse to allow you to return to work until the 8 week period has been given.

11.28 In any event you are not permitted to return to work within 2 weeks' of the actual date of birth.

Returning to Work Later than the Expected Date of Return

11.29 If you wish to postpone your return to work until after the end of your full entitlement to maternity leave, you must contact your line manager and submit a medical certificate confirming that you are suffering from a medical condition which prevents you from working, or provide another authorised reason (such as holiday or parental leave), for your returning late.

The Job

11.30 If you return at the end of Ordinary Maternity Leave, you are entitled to return to the same job.

11.31 It may not be practicable for the Trust to offer you the same job after taking Additional Maternity Leave. If this is the case, the Trust will offer you suitable alternative employment on terms and conditions that are not less favourable (unless a redundancy situation arises).

Keeping in Touch Days

11.32 By agreement you may be entitled to work for up to 10 days during your maternity leave period – keep in touch shifts.

11.33 If you wish to consider working during this period please contact a senior manager who will notify you and agree terms and remuneration.

Health & Safety

- 11.34 Some circumstances exist where the Trust may have to suspend you on full pay because of your condition. These circumstances might include:
- 11.34.1 where your pregnancy makes you unable to do your job adequately
 - 11.34.2 where it is unlawful for a pregnant woman to do a particular job
 - 11.34.3 where you are engaged on night work and produce a medical certificate that states that for health and safety reasons you should not continue working at night
 - 11.34.4 where a health and safety risk to yourself and/or the baby has been identified but cannot be eliminated.
- 11.35 Before such action is taken, every possible effort will be made by the Trust to change your hours of work or working conditions if there is a health and safety risk, or to find suitable alternative work for you.
- 11.36 The Trust is required to assess the risks to health and safety to which pregnant employees and others could be exposed. Please refer to the Trust's Health and Safety Policy for details.

12 PATERNITY LEAVE POLICY

- 12.1 Paternity leave and paternity pay are available to employees who are the father of a new born child or the spouse or partner of the mother or adoptive parent.
- 12.2 **Newborn children**; paternity leave and pay applies to employees whose child was born on or after 6 April 2003
- 12.3 **Adopted children**; paternity leave and pay applies to employees who receive notice from an approved adoption agency that a match with a child (under 18) has been made and placement started on or after 6 April 2003.

Qualification

- 12.4 Paternity leave is available to you if you:
 - 12.4.1 have worked continuously for the Trust for not less than 26 weeks by the 15th week before the child is expected to be born; and
 - 12.4.2 are the biological father of the child or the mother's husband or partner or the adopter's husband, wife or partner; and
 - 12.4.3 have or expect to have responsibility for the child's upbringing; and
 - 12.4.4 give appropriate notification to the Trust; and
 - 12.4.5 give the Trust a self-certificate to support your entitlement to paternity leave.
- 12.5 You cannot take both adoption leave and paternity leave in respect of the same child. Therefore if adopting a child as a couple - it is up to you to decide who will take adoption leave and who will take paternity leave.

Duration of Leave

- 12.6 Up to 2 weeks' leave can be taken.
- 12.7 The leave must be taken either as 1 week or 2 consecutive weeks' leave. The leave cannot be taken as 2 separate weeks leave. Only one period of leave is available, irrespective of whether more than one child is born at the same time. Therefore, if twins are born, your entitlement is still up to 2 weeks' leave and not four weeks.

When Leave can be Taken

- 12.8 You can choose to start your leave:
 - 12.8.1 from the date of the child's birth (or date of placement in adoption cases); or
 - 12.8.2 from a chosen number of days or weeks after the date of the child's birth or placement; or
 - 12.8.3 from a chosen date.
- 12.9 The leave must be completed:
 - 12.9.1 within 56 days (8 weeks) of the actual date of birth or placement of the child; or
 - 12.9.2 if the child is born early, within the period from the actual date of birth up to 56 days after the expected week of birth.

Notification

- 12.10 You must inform the Trust of your intention to take paternity leave by the 15th week before the baby is expected (or no more than seven days after the adoption agency notified you of being matched with a child). If this is not reasonably practicable, you must give notice as soon as reasonably practicable and should provide a written explanation for the delay.
- 12.11 You must also inform the Trust:
- 12.11.1 of the Expected Week of Childbirth (the week the baby is due);
 - 12.11.2 whether you wish to take one or two weeks' paternity leave;
 - 12.11.3 of the date on which you want your leave to start.
- 12.12 You can change your mind about the date you want your paternity leave to begin, provided you give the Trust at least 28 days' notice, ending at the original start date or new start date, whichever is the earlier. If this is not reasonably practicable, you must give notice as soon as reasonably practicable and should provide a written explanation for the delay. If notice is given late and the explanation for the delay is inadequate the Trust can postpone the start of your paternity leave until the 29th day after receipt of the notice.
- 12.13 It is not necessary for you to give notice of expected return date, since the leave is only one or two weeks in duration.

Statutory Paternity Pay

- 12.14 Subject to your satisfying the qualifications set out below, Statutory Paternity Pay (SPP) will generally be payable for paternity leave taken within 56 days of the date of the child's birth (or placement for adoption).

Qualification

- 12.15 To qualify for SPP, you must:
- 12.15.1 have continuous service with the Trust for not less than 26 weeks by the 15th week before the child is expected to be born (or placed for adoption); and
 - 12.15.2 have continuous service with the Trust from that 15th week up to the child's date of birth (or placement); and
 - 12.15.3 be the biological father of the child or the mother's husband or partner or the adopter's husband, wife or partner; and
 - 12.15.4 have or expect to have responsibility for the child's upbringing; and
 - 12.15.4.1 give appropriate notification; and
 - 12.15.4.2 give the Trust a self-certificate to support your entitlement to SPP;
 - 12.15.4.3 have average weekly earnings equal to or above the Lower Earnings Limit set by the government each tax year.

Amount Paid

- 12.16 SPP will be the lesser of the current weekly prescribed rate or 90% of the employee's average weekly earnings.
- 12.17 If you do not qualify for SPP you may be eligible for income support whilst on paternity leave.
- 12.18 You should discuss your particular circumstances with your local social security office (Department for Work and Pensions) as you may be eligible for further financial support, such as housing benefit, council tax benefit, tax credits or a Sure Start Maternity Grant.

During Paternity Leave

- 12.19 All the usual terms and conditions of your employment remain in force during paternity leave, except for the terms relating to pay. Holiday entitlement will continue to accrue during paternity leave.

13 SHARED PARENTAL LEAVE (BIRTH) POLICY

About this policy

- 13.1 This policy outlines the arrangements for shared parental leave and pay in relation to the birth of a child. If you are adopting a child please see the Shared Parental Leave (Adoption) Policy instead.

What is shared parental leave?

- 13.2 Shared parental leave (SPL) is a form of leave that may be available if your child is expected to be born on or after 5 April 2015.
- 13.3 It gives you and your partner more flexibility in how to share the care of your child in the first year after birth than simply taking maternity and paternity leave. Assuming you are both eligible, you will be able to choose how to split the available leave between you, and can decide to be off work at the same time or at different times. You may be able to take leave in more than one block.

Entitlement to SPL

- 13.4 You are entitled to SPL in relation to the birth of a child if:
 - (a) you are the child's mother, and share the main responsibility for the care of the child with the child's father or with your partner;
 - (b) you are the child's father and share the main responsibility for the care of the child with the child's mother; or
 - (c) you are the mother's partner and share the main responsibility for the care of the child with the mother (where the child's father does not share the main responsibility with the mother).
- 13.5 The following conditions must also be fulfilled:
 - (a) you must have at least 26 weeks continuous employment with the Trust by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken;
 - (b) the other parent must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the EWC and had average weekly earnings of at least £30 during 13 of those weeks; and

- (c) you and the other parent must give the necessary statutory notices and declarations as summarised below, including notice to end any maternity leave, statutory maternity pay (SMP) or maternity allowance (MA) periods.

- 13.6 The total amount of SPL available is 52 weeks, less the weeks spent by the child's mother on maternity leave (or the weeks in which the mother has been in receipt of SMP or MA if she is not entitled to maternity leave).
- 13.7 If you are the mother you cannot start SPL until after the compulsory maternity leave period, which lasts until two weeks after birth.
- 13.8 If you are the child's father or the mother's partner, you should consider using your two weeks' paternity leave before taking SPL. Once you start SPL you will lose any untaken paternity leave entitlement. SPL entitlement is additional to your paternity leave entitlement.

Opting in to shared parental leave and pay

- 13.9 Not less than eight weeks before the date you intend your SPL to start, you must give us a written opt-in notice giving:
 - (a) your name and the name of the other parent;
 - (b) if you are the child's mother, the start and end dates of your maternity leave;
 - (c) if you are the child's father or the mother's partner, the start and end dates of the mother's maternity leave, or if she is not entitled to maternity leave, the start and end dates of any SMP or MA period;
 - (d) the total SPL available, which is 52 weeks minus the number of weeks' maternity leave, SMP or MA period taken or to be taken;
 - (e) how many weeks of the available SPL will be allocated to you and how many to the other parent (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
 - (f) if you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of the SMP or MA period taken or to be taken;
 - (g) how many weeks of available ShPP will be allocated to you and how much to the other parent. (You can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
 - (h) an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave. This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and
 - (i) declarations by you and the other parent that you both meet the statutory conditions to enable you to take SPL and ShPP.

Ending your maternity leave

- 13.10 If you are the child's mother and want to opt into the SPL scheme, you must give us at least eight weeks' written notice to end your maternity leave (a curtailment notice) before you can take SPL. The notice must state the date your maternity leave will end. You can give the notice before or after you give birth, but you cannot end your maternity leave until at least two weeks after birth.
- 13.11 You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme, or a written declaration that the other parent has given their employer an opt-in notice and that you have given the necessary declarations in that notice.

- 13.12 The other parent may be eligible to take SPL from their employer before your maternity leave ends, provided you have given the curtailment notice.
- 13.13 The curtailment notice is binding and cannot usually be revoked. You can only revoke a curtailment notice if maternity leave has not yet ended and one of the following applies:
- (a) if you realise that neither you nor the other parent are in fact eligible for SPL or ShPP, in which case you can revoke the curtailment notice in writing up to eight weeks after it was given;
 - (b) if you gave the curtailment notice before giving birth, you can revoke it in writing up to eight weeks after it was given, or up to six weeks after birth, whichever is later; or
 - (c) if the other parent has died.
- 13.14 Once you have revoked a curtailment notice you will be unable to opt back into the SPL scheme, unless Paragraph 13.13b) applies.

Ending your partner's maternity leave or pay

- 13.15 If you are not the mother, but the mother is still on maternity leave or claiming SMP or MA, you will only be able to take SPL once she has either:
- (a) returned to work;
 - (b) given her employer a curtailment notice to end her maternity leave;
 - (c) given her employer a curtailment notice to end her SMP (if she is entitled to SMP but not maternity leave); or
 - (d) given the benefits office a curtailment notice to end her MA (if she is not entitled to maternity leave or SMP).

Booking your SPL dates

- 13.16 Having opted into the SPL system, you must book your leave by giving us a period of leave notice. This may be given at the same time as the opt-in notice or later, provided it is at least eight weeks before the start of SPL.
- 13.17 The period of leave notice can either give the dates you want to take leave or, if the child has not been born yet, it can state the number of days after birth that you want the leave to start and end. This may be particularly useful if you intend to take paternity leave starting on the date of birth and wish to take SPL straight afterwards.
- 13.18 Leave must be taken in blocks of at least one week.
- 13.19 If your period of leave notice gives a single continuous block of SPL you will be entitled to take the leave set out in the notice.
- 13.20 If your period of leave notice requests split periods of SPL, with periods of work in between, we will consider your request as set out below.
- 13.21 You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice).

Procedure for requesting split periods of SPL

- 13.22 In general, a period of leave notice should set out a single continuous block of leave. We may be willing to consider a period of leave notice where the SPL is split into shorter periods with periods of work in between. It is

best to discuss this with your manager in good time before formally submitting your period of leave notice. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.

- 13.23 If you want to request split periods of SPL, you must set out the requested pattern of leave in your period of leave notice. We will either agree to the request or start a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice. Alternatively, you may:
- (a) choose a new start date (which must be at least eight weeks after your original period of leave notice was given), and tell us within five days of the end of the two-week discussion period; or
 - (b) withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case the notice will not be counted and you may submit a new one if you choose).

Changing the dates or cancelling your SPL

- 13.24 You can cancel a period of leave by notifying us in writing at least eight weeks before the start date in the period of leave notice.
- 13.25 You can change the start date for a period of leave by notifying us in writing at least eight weeks before the original start date or the new start date, whichever is earlier.
- 13.26 You can change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date or the new end date, whichever is earlier.
- 13.27 You can combine discontinuous periods of leave into a single continuous period of leave. Since this will involve a change to the start date or end date of a period of leave, see [Paragraph 13.25](#) and [Paragraph 13.26](#) above.
- 13.28 You can request that a continuous period of leave be split into two or more discontinuous periods of leave, with periods of work in between. Since this will involve a change to the start date or end date, see [Paragraph 13.25](#) and 13.26 which set out how much notice is required. We do not have to grant your request but will consider it.
- 13.29 A notice to change or cancel a period of leave will count as one of your three period of leave notices, unless:
- (a) it is a result of your child being born earlier or later than the EWC;
 - (b) you are cancelling a request for discontinuous leave within two days of the end of the two-week discussion period under [Paragraph 13.23](#).
 - (c) it is at our request; or
 - (d) we agree otherwise.

Premature birth

- 13.30 Where the child is born early (before the beginning of the EWC), you may be able to start SPL in the eight weeks following birth even though you cannot give eight weeks notice. The following rules apply:
- (a) If you have given a period of leave notice to start SPL on a set date in the eight weeks following the EWC, but your child is born early, you can move the SPL start date forward by the same number of days, provided you notify us in writing of the change as soon as you can. (If your period of leave notice already contained a start date which was a set number of days after birth, rather than a set date, then no notice of change is necessary.)
 - (b) If your child is born more than eight weeks early and you want to take SPL in the eight weeks following birth, please submit your opt-in notice and your period of leave notice as soon as you can.

Shared parental pay

- 13.31 You may be able to claim Statutory Shared Parental Pay (ShPP) of up to 39 weeks (less any weeks of SMP or MA claimed by you or your partner) if you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid by employers at a rate set by the government each year.
- 13.32 You should tell us in your period of leave notice(s) whether you intend to claim ShPP during your leave (and if applicable, for what period). If it is not in your period of leave notice you can tell us in writing, at least eight weeks before you want ShPP to start.

Other terms during shared parental leave

- 13.33 Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.
- 13.34 Holiday entitlement will continue to accrue at the rate provided under your contract. If your SPL will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over and must be taken immediately before returning to work unless your manager agrees otherwise. Please discuss your holiday plans with your manager in good time before starting SPL. All holiday dates are subject to approval by your manager.

Keeping in touch

- 13.35 We may make reasonable contact with you from time to time during your SPL although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.
- 13.36 You may ask or be asked to work (including attending training) on up to 20 "keeping-in-touch" days (KIT days) during your SPL. This is in addition to any KIT days that you may have taken during maternity leave. KIT days are not compulsory and must be discussed and agreed with your line manager.
- 13.37 You will be paid at your normal basic rate of pay for time spent working on a KIT day and this will be inclusive of any shared parental pay entitlement.

Returning to work

- 13.38 If you want to end a period of SPL early, you must give us eight weeks' written notice of the new return date. If have already given us three period of leave notices you will not be able to end your SPL early without our agreement.
- 13.39 If you want to extend your SPL, assuming you still have unused SPL entitlement remaining, you must give us a written period of leave notice at least eight weeks before the date you were due to return to work. If you have already given us three period of leave notices you will not be able to extend your SPL without our agreement. You may instead be able to request annual leave or ordinary parental leave, subject to the needs of the business.
- 13.40 You are normally entitled to return to work in the position you held before starting SPL, and on the same terms of employment. However, if it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable, but only in the following circumstances:
- (a) if your SPL and any maternity or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or
 - (b) if you took SPL consecutively with more than four weeks of ordinary parental leave.

14 SHARED PARENTAL LEAVE (ADOPTION) POLICY

About this policy

14.1 This policy outlines the arrangements for shared parental leave and pay in relation to the adoption of a child.

What is shared parental leave?

14.2 Shared parental leave (SPL) is a form of leave that may be available where a child is placed with you and/or your partner for adoption on or after 5 April 2015.

14.3 It gives you and your partner more flexibility in how to share the care of your child in the first year after birth than simply taking maternity and paternity leave. Assuming you are both eligible, you will be able to choose how to split the available leave between you, and can decide to be off work at the same time or at different times. You may be able to take leave in more than one block.

Entitlement

14.4 You may be entitled to SPL if an adoption agency has placed a child with you and/or your partner for adoption, or where a child is placed with you and/or your partner as foster parents under a "fostering for adoption" or "concurrent planning" scheme. You must intend to share the main responsibility for the care of the child with your partner.

14.5 The following conditions must be fulfilled:

- (a) you must have at least 26 weeks continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken;
- (b) your partner must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the Qualifying Week and had average weekly earnings of at least £30 during 13 of those weeks; and
- (c) you and your partner must give the necessary statutory notices and declarations as summarised below, including notice to end adoption leave or statutory adoption pay (SAP).

14.6 Either you or your partner must qualify for statutory adoption leave and/or SAP and must take at least two weeks of adoption leave and/or pay.

14.7 If your partner is taking adoption leave and/or claiming SAP, you may be entitled to two weeks' paternity leave and pay (see our Paternity Leave Policy). You should consider using this before taking SPL. Paternity leave is additional to any SPL entitlement you may have, but you will lose any untaken paternity leave entitlement once you start a period of SPL.

14.8 The total amount of SPL available is 52 weeks, less the weeks of adoption leave taken by either you or partner (or the weeks in which your partner has been in receipt of SAP if they were not entitled to adoption leave).

Opting in to shared parental leave and pay

14.9 Not less than eight weeks before the date you intend your SPL to start, you must give us a written opt-in notice which includes:

- (a) your name and your partner's name;
- (b) if you are taking adoption leave, your adoption leave start and end dates;
- (c) if you are not taking adoption leave, your partner's adoption leave start and end dates, or if your partner is not entitled to adoption leave, the start and end dates of their SAP;

- (d) the total SPL available, which is 52 weeks minus the number of weeks' adoption leave or SAP taken or to be taken by you or your partner;
- (e) how many weeks of the available SPL will be allocated to you and how many to your partner (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- (f) if you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of SAP taken or to be taken;
- (g) how many weeks of the available ShPP will be allocated to you and how many to your partner (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- (h) an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave. This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and
- (i) declarations by you and your partner that you both meet the statutory conditions to enable you to take SPL and ShPP.

Ending your adoption leave

- 14.10 If you are taking or intend to take adoption leave and want to opt into the SPL scheme, you must give us at least eight weeks' written notice to end your adoption leave (a curtailment notice). The notice must state the date your adoption leave will end. You can give the notice before or after adoption leave starts, but you must take at least two weeks' adoption leave.
- 14.11 You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme or a written declaration that your partner has given their employer an opt-in notice and that you have given the necessary declarations in that notice.
- 14.12 If your partner is eligible to take SPL from their employer they cannot start it until you have given us your curtailment notice.
- 14.13 The curtailment notice is binding on you and cannot usually be revoked. You can only revoke a curtailment notice if your adoption leave has not yet ended and one of the following applies:
 - (a) if you realise that neither you nor your partner are in fact eligible for SPL or ShPP, in which case you can revoke the curtailment notice in writing up to eight weeks after it was given;
 - (b) if your partner has died.
- 14.14 Once you have revoked a curtailment notice you will be unable to opt back in to the SPL scheme.

Ending your partner's adoption leave or pay

- 14.15 If your partner is taking adoption leave or claiming SAP from their employer, you will only be able to take SPL once your partner has either:
 - (a) returned to work;
 - (b) given their employer a curtailment notice to end adoption leave; or
 - (c) given their employer a curtailment notice to end SAP (if they are entitled to SAP but not adoption leave).

Booking your SPL dates

- 14.16 Having opted into the SPL system, you must book your leave by giving us a period of leave notice. This may be given at the same time as the opt-in notice or later, provided it is at least eight weeks before the start of SPL.
- 14.17 The period of leave notice can either give the dates you want to take SPL or, if the child has not been placed with you yet, it can state the number of days after the placement that you want the SPL to start and end. This may be particularly useful if you intend to take paternity leave starting on the date of placement and wish to take SPL straight afterwards.
- 14.18 Leave must be taken in blocks of at least one week.
- 14.19 If your period of leave notice gives dates for a single continuous block of SPL you will be entitled to take the leave set out in the notice.
- 14.20 If your period of leave notice requests split periods of SPL, with periods of work in between, we will consider your request as set out below.
- 14.21 You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice).

Procedure for requesting split periods of SPL

- 14.22 In general, a period of leave notice should set out a single continuous block of leave. We may be willing to consider a period of leave notice where the SPL is split into shorter periods with periods of work in between. It is best to discuss this with your manager in good time before formally submitting your period of leave notice. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.
- 14.23 If you want to request split periods of SPL, you must set out the requested pattern of leave in your period of leave notice. We will either agree to the request or start a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice. Alternatively, you may:
- (a) choose a new start date (which must be at least eight weeks after your original period of leave notice was given), and tell us within five days of the end of the two-week discussion period; or
 - (b) withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case it will not be counted and you may submit a new one if you choose).

Changing the dates or cancelling your SPL

- 14.24 You can cancel a period of leave by notifying us in writing at least eight weeks before the start date in the period of leave notice.
- 14.25 You can change the start date for a period of leave by notifying us in writing at least eight weeks before the original start date or the new start date, whichever is earlier.
- 14.26 You can change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date or the new end date, whichever is earlier.
- 14.27 You can combine discontinuous periods of leave into a single continuous period of leave. Since this will involve a change to the start date or end date of a period of leave, see Paragraph 14.25 and 14.26 above which set out how much notice is required.
- 14.28 You can request that a continuous period of leave be split into two or more discontinuous periods of leave, with periods of work in between. Since this will involve a change to the start date or end date, see Paragraph 14.25 and 14.26 above which set out how much notice is required for the request. We do not have to grant your

request but will consider it.

14.29 A notice to change or cancel a period of leave will count as one of your three period of leave notices, unless:

- (a) the variation is a result of the child being placed with you earlier or later than the expected placement date;
- (b) you are cancelling a request for discontinuous leave within two days of the end of the two-week discussion period under Paragraph 14.23.
- (c) the variation is at our request; or
- (d) we agree otherwise.

Shared parental pay

14.30 You may be able to claim Statutory Shared Parental Pay (ShPP) of up to 39 weeks (less any weeks of SAP claimed by you or your partner) provided you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid at a rate set by the government each year.

14.31 You should tell us in your period of leave notice(s) whether you intend to claim ShPP during your leave (and if applicable, for what period). If it is not in your period of leave notice you can tell us in writing, at least eight weeks before you want ShPP to start.

Other terms during shared parental leave

14.32 Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.

14.33 Holiday entitlement will continue to accrue at the rate provided under your contract. If your SPL will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over and must be taken immediately before returning to work, unless your manager agrees otherwise. Please discuss your holiday plans with your manager in good time before starting SPL. All holiday dates are subject to approval by your manager.

Keeping in touch

14.34 We may make reasonable contact with you from time to time during your SPL although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.

14.35 You may ask or be asked to work (including attending training) on up to 20 "keeping-in-touch" days (KIT days) during your SPL. This is in addition to any KIT days that you may have taken during adoption leave. KIT days are not compulsory and must be discussed and agreed with your line manager.

14.36 You will be paid at your normal basic rate of pay for time spent working on a KIT day and this will be inclusive of any shared parental pay entitlement.

Returning to work

14.37 If you want to end a period of SPL early, you must give us eight weeks' written notice of the new return date. If you have already given us three period of leave notices you will not be able to end your SPL early without our agreement.

14.38 If you want to extend your SPL, assuming you still have unused SPL entitlement remaining, you must give us a written notice at least eight weeks before the date you were due to return to work. If you have already given us three period of leave notices you will not be able to extend your SPL without our agreement. You may instead be able to request annual leave or ordinary parental leave, subject to the needs of our business.

14.39 You are normally entitled to return to work in the position you held before starting SPL, and on the same terms of employment. However, if it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable, but only in the following circumstances:

- (a) if your SPL and any adoption or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or
- (b) if you took SPL consecutively with more than four weeks of ordinary parental leave.

15 ADOPTION LEAVE POLICY

Qualification

- 15.1 Adoption leave and pay is available to individuals who adopt, or one member of a couple where a couple adopt jointly.
- 15.2 Both paid adoption leave and paid paternity leave will be available to employees who qualify where an approved adoption agency notified the adopter of a match with a child on or after 6 April 2003.
- 15.3 To qualify for adoption leave, you must:
 - 15.3.1 be adopting a child through a UK or overseas adoption agency; and
 - 15.3.2 have been notified in writing that you have been matched by an adoption agency with a child for the purposes of adoption and have been given the date on which the child is expected to be placed in your care (Expected Placement Date); and
 - 15.3.3 have notified the agency that you agree to the child being placed with you on the Expected Placement Date; and
 - 15.3.4 have been continuously employed by the Trust for a period of not less than 26 weeks ending with the week on which the notification was given; and
 - 15.3.5 give the Trust appropriate notice; and
 - 15.3.6 your spouse or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave); and
 - 15.3.7 give the Trust a Matching Certificate as evidence of entitlement to adoption leave.

Notification

- 15.4 You are required to inform the Trust of your intention to take adoption leave within 7 days of being notified that you have been matched with a child for adoption, unless this is not reasonably practicable. If not reasonably practicable, you should notify the Trust as soon as reasonably practicable with a written explanation for the delay.
- 15.5 The notice must include the following information:
 - 15.5.1 the Expected Placement Date;
 - 15.5.2 when you want to start the adoption leave;
- 15.6 You can change your mind about the date you want your leave to start provided you give at least 28 days notice in advance (again unless this is not reasonably practicable). If 28 days notice is not reasonably practicable, you should give notice as soon as reasonably practicable with a written explanation of the delay.
- 15.7 The Trust will respond within 28 days of receipt of your notification. The Trust will write to you setting out the date on which we expect you to return to work if the full entitlement to adoption leave is taken. This date is the Expected Return Date.

Matching Certificate

- 15.8 You must provide a completed matching certificate (available from the Agency who are placing the child with you).

Duration of Leave

- 15.9 You will be entitled to a maximum of 52 weeks Adoption Leave; 26 weeks Ordinary Adoption leave and 26 weeks Additional Adoption Leave.

When Leave Can Be Taken

- 15.10 You can choose to start your leave either:

15.10.1 from the date of placement (whether this is earlier or later than expected); or

15.10.2 from a fixed date which can be up to 14 days before the expected date of placement.

- 15.11 Only one period of leave is available regardless of whether more than one child is placed for adoption as part of the same arrangement.

- 15.12 Sometimes the placement ends during the adoption leave period, for instance when the adoption agency that matched the employee with the child notifies the employee that the child will not in fact be placed with him or her or if the child dies or the match is considered unsuitable. If this happens, you are entitled to continue the adoption leave for up to 8 weeks after the end of the placement.

- 15.13 It should be noted that adoption leave may be taken in addition to parental leave.

Returning to Work

Right to Return

- 15.14 Where you take Ordinary Adoption Leave only (ie: up to 26 weeks) you have the right to return to the same job as you left and to be treated as if you had never been absent.
- 15.15 Where you take Additional Adoption Leave (ie: more than 26 weeks and up to 52 weeks' leave) you have the right to return to the same job, or if that is not reasonably practicable, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

Notice of Return

- 15.16 Where you intend to return to work on the Expected Return Date no notice is required to be given to the Trust.
- 15.17 Where you wish to return to work before the Expected Return Date, you must give the Trust at least 8 weeks notice of the date you intend to return. This notice may be verbal.
- 15.18 If you fail to give at least 8 weeks notice then the Trust is entitled to postpone your return and is not obliged to pay you your normal remuneration until the agreed return date.

Adoption Pay

- 15.19 Statutory Adoption Pay (SAP) is available if you:

15.19.1 have 26 weeks continuous service by the week in which you are notified by an approved adoption agency that match has been made with a child; and

15.19.2 give appropriate notification to the Trust; and

15.19.3 give the Trust a completed Self Certificate; and

15.19.4 your average earnings are not less than the lower earnings limit set by the government each tax year.

Notification

- 15.20 You must give the Trust at least 28 days' notice of the date upon which you expect any payment of Statutory Adoption Pay to begin, unless this is not reasonably practicable.
- 15.21 You can change your mind about the date you want your SAP to start provided you give at least 28 days notice in advance (again unless this is not reasonably practicable).
- 15.22 If 28 days notice is not reasonably practicable, you should give notice as soon as reasonably practicable with a written explanation for the delay.

Amount Paid

- 15.23 SAP will be the lesser of the prescribed rate per week or 90% of your average weekly earnings. This rate is the same for Statutory Maternity Pay and Statutory Paternity Pay. SAP is payable for up to 39 weeks.

Alternative / Additional Financial Help for Adopters

- 15.24 If you have average weekly earnings below the lower earnings limit for National Insurance Contributions purposes and do not qualify for SAP you may be eligible for income support whilst on adoption leave.

16 PARENTAL LEAVE POLICY

- 16.1 The Trust recognises the importance of balancing our working lives with home and family commitments.
- 16.2 In line with the Trust's policy to adapt to developments in employment law and follow best practice in employment relations, we set out below the scheme adopted by the Trust and the key facts about parental leave.

Eligibility

- 16.3 To be eligible to take parental leave you must:
- 16.3.1 have or expect to have responsibility for a child (you have responsibility for a child if you are the biological or adoptive parent or have legal parental responsibility in some other way, for example under a court order); and
 - 16.3.2 be taking the leave to spend time with or otherwise care for the child; and
 - 16.3.3 you have completed one year's service with the Trust.

Entitlements

- 16.5 If you meet the conditions set out above you are entitled to take up to 18 weeks unpaid parental leave in respect of each child .

Time Limit

- 16.6 Parental leave can be taken up until the child's 18th birthday. In most cases, parental leave can only be taken in blocks of a week or a whole number of weeks, and you may not take more than four weeks' parental leave a year in relation to each child. ;
- 16.7 Special rules apply where your child is disabled, which for these purposes means entitled to a disability living allowance, armed forces independence allowance or personal independence payment. You can take parental leave in respect of that child in blocks of less than one week. However, there is still a limit of 4 weeks a year for each child and 18 weeks in total for each child. If you have a disabled child, leave can be taken until the child's 18th birthday. For the purposes of parental leave, a disabled child is one for whom disability living allowance has been awarded.

Parental Leave Scheme

- 16.8 You must notify the Trust of your intention to take parental leave. Your notification should include the start and end dates of the requested period of leave..
- 16.9 You are required to give 21 days notice before you intend to take this leave.
- 16.10 If you intend to take leave immediately after the birth or placement for adoption you should give notice 21 days before the beginning of the expected week of childbirth, or placement. In rare cases where it is not possible to give 21 days notice of the date of placement for adoption, you should give the notice as soon as reasonably practicable.
- 16.11 The leave can be postponed by the Trust for up to 6 months where the business cannot cope; but leave cannot be postponed if you give notice to take this leave immediately after the time your child is born or is placed with your family for adoption.
- 16.12 We may ask to see evidence of your responsibility or expected responsibility for the child such as a birth certificate, adoption or matching certificate, parental responsibility agreement or court order. We may also ask to see evidence of the child's date of birth or date of adoption placement.

Your Rights Whilst on Leave

- 16.13 At the present time there is NO ENTITLEMENT TO REMUNERATION, i.e. the leave is unpaid. However, you are guaranteed the right to return to the same job as before you went on leave.
- 16.14 In the case of mothers taking parental leave immediately following maternity leave there are special provisions depending on whether the mother has taken ordinary or additional maternity leave;
- 16.15 **Ordinary** maternity leave period (26 weeks) - return to the same job;
- 16.16 **Additional** maternity leave period - return to the same job unless this would not have been reasonably practicable at the end of the additional leave period and is still not reasonably practicable, in which case a similar job which has the same or better status, terms and conditions as the old job.
- 16.17 During the period of parental leave you are entitled to the benefits of your terms and conditions of employment relating to notice of termination, holiday entitlement will continue to accrue, compensation in the event of redundancy and disciplinary and grievance procedures.

Postponement of Leave

- 16.18 If we consider that your absence will unduly disrupt the business, the Trust can postpone the leave for no longer than 6 months from the beginning of the period that you requested to start your parental leave. We cannot postpone parental leave for more than six months, or beyond the child's 18th birthday;
- 16.19 Examples of the reasons which might justify the Trust postponing parental leave include work being at a seasonal peak, a significant proportion of the workforce applying for parental leave at the same time or if your role is such that your absence at a particular time would unduly harm the business.
- 16.20 If this is the case and we need to postpone your leave we will discuss the matter with you and confirm the postponement arrangements in writing no more than 7 days after your notice to take leave. The notice will set out the reason for the postponement and the new dates of parental leave. If leave is postponed, the length of the leave will still be the equivalent of your original request.
- 16.21 The Trust cannot postpone parental leave if you have requested it to start immediately on the birth or adoption of a child.
- 16.22 We trust that the above guidance is helpful in setting out the right to take parental leave, however, if you have any further questions, please do not hesitate to raise them with a senior manager.

17 TIME OFF FOR DEPENDANTS POLICY

- 17.1 The Trust recognises that situations arise where you need to take time off work to deal with an emergency involving someone who depends on you. Provided the reasons for such a request are genuine and you inform the Trust as soon as possible that you need this time off, you will be allowed reasonable **unpaid** time off work to deal with such emergencies.

Dependants

- 17.2 Your husband, wife or partner, child or parent, or someone living with you as part of your family can all be considered as depending on you. Others who rely solely on you for help in an emergency may also qualify. For further detail as to who counts as depending on you and guidance on individual circumstances, please speak to a senior manager.

The Emergency

- 17.3 The right to time off only covers emergencies. If you know in advance that you're going to need time off, you may be able to arrange this with the Trust by taking another form of leave, such as parental, maternity, paternity or adoption leave.
- 17.4 For these purposes, an emergency is an unexpected situation that arises where someone who depends on you:
- 15.4.1 is ill and needs your help
 - 15.4.2 is involved in an accident or assaulted
 - 15.4.3 needs you to arrange their longer term care where they are ill or injured
 - 15.4.4 needs you to deal with an unexpected disruption or breakdown in care, such as a childminder or nurse failing to turn up
 - 15.4.5 goes into labour
- 17.5 You can also take time off if a dependent dies and you need to make funeral arrangements or attend the funeral.

Length of Time Off

- 17.6 You can only take off as long as it takes to deal with the immediate emergency. For example, if a dependent is ill you can take enough time off to deal with their initial needs, such as taking them to the doctor and arranging for their care. You cannot take time off work to provide that care yourself and will need to make alternative arrangements for their longer term care. If you want to stay off work longer to care for them yourself you will normally need to take this as part of your annual leave entitlement.
- 17.7 As a general benchmark, no more than a day should be necessary.

Notice

- 17.8 You must tell the Trust as soon as possible why you are away from work and how long you expect to be off. In extreme cases of emergency where you cannot inform the Trust of your absence before your return to work, on your return you should still inform your line manager why you were absent. Suspected abuse of this policy will be dealt with as a disciplinary issue under our Disciplinary Procedure.

18 FLEXIBLE WORKING POLICY

18.1. About this policy

18.1.1 This flexible working policy gives eligible employees an opportunity to request a change to their working pattern.

18.2.1 The Trust will deal with flexible working requests in a reasonable manner and within a reasonable time. In any event the time between making a request and notifying you of a final decision (including the outcome of any appeal) will be less than three months unless we have agreed a longer period with you.

18.2. Eligibility

To be eligible to make a flexible working request, you must:

- (a) be an employee;
- (b) have worked for the Trust continuously for at least 26 weeks at the date your request is made; and
- (c) not have made a flexible working request during the last 12 months (even if you withdrew that request).

18.3. What is a flexible working request?

A flexible working request under this policy means a request to do any or all of the following:

- (a) to reduce or vary your working hours;
- (b) to reduce or vary the days you work;
- (c) to work from a different location (for example, from home).

18.4. Making a flexible working request

Your flexible working request should be submitted to a senior manager in writing and dated. It should:

- (a) state that it is a flexible working request;
- (b) explain the change being requested and propose a start date;
- (c) identify the impact the change would have on the business and how that might be dealt with; and
- (d) state whether you have made any previous flexible working requests.

18.5. Meeting

The Trust will arrange a meeting at a convenient time and place to discuss your request. You may be accompanied at the meeting by a colleague of your choice. They will be entitled to speak and confer privately with you, but may not answer questions on your behalf.

We may decide to grant your request in full without a meeting, in which case we will write to you with our decision.

18.6. Decision

We will inform you in writing of our decision as soon as possible after the meeting. If your request is accepted, we will write to you with details of the new working arrangements and the date on which they will commence. You will be asked to sign and return a copy of the letter.

If we cannot immediately accept your request we may require you to undertake a trial period before reaching a final decision on your request.

Unless otherwise agreed, changes to your terms of employment will be permanent.

The Trust may reject your request for one or more of the following business reasons:

- (a) the burden of additional costs;
- (b) detrimental effect on ability to meet client demand;
- (c) inability to reorganise work among existing staff;
- (d) inability to recruit additional staff;
- (e) detrimental impact on quality;
- (f) detrimental impact on performance;
- (g) insufficiency of work during the periods that you propose to work; or
- (h) planned changes.

If the Trust is unable to agree to your request, we will write to tell you which of those reasons applies in your case. The Trust will also set out the appeal procedure.

18.7. Appeal

You may appeal in writing within 14 days of receiving the Trust's written decision. This includes a decision following a trial period.

Your appeal must be dated and must set out the grounds on which you are appealing.

The Trust will hold a meeting with you to discuss your appeal. You may bring a colleague to the meeting.

The Trust will tell you in writing of its final decision as soon as possible after the appeal meeting, including reasons. There is no further right of appeal.

19 HEALTH AND SAFETY AT WORK POLICY STATEMENT

- 19.1 The Trust recognises that it has a legal duty of care towards protecting the Health and Safety of its employees and others who may be affected by the Trust's activities.
- 19.2 In order to discharge its responsibilities the management will:
- 19.2.1 provide an organisational structure that defines the responsibilities for health and safety
 - 19.2.2 ensure that the systems and procedures relating to this Policy Statement are rigorously applied
 - 19.2.3 provide adequate control of the health and safety risks arising from our work activities
 - 19.2.4 consult with our employees on matters affecting their health and safety
 - 19.2.5 provide and maintain safe plant and equipment
 - 19.2.6 ensure the safe handling and use of hazardous substances
 - 19.2.7 provide information, instruction and supervision for employees
 - 19.2.8 provide adequate training and ensure that all employees are competent to do their tasks
 - 19.2.9 maintain safe and healthy working conditions
 - 19.2.10 satisfy itself that any organisation who is contracted to carry out work for the Trust is able to demonstrate that it pays due regard to health and safety matters
 - 19.2.11 bring this Policy Statement to the attention of all employees and seek their co-operation in supporting the management in its efforts to establish and maintain a safe and healthy working environment.
- 19.3 This Health and Safety Policy Statement and its associated organisational arrangements, systems and procedures, will be reviewed at least annually and revised as necessary to reflect changes to the business activities. Any changes to the Policy will be brought to the attention of all employees.
- 19.4 It is the responsibility of all employees to co-operate in the implementation of this Health and Safety Policy within their areas of influence. You have a legal duty to ensure your own safety and the safety of others (for example, colleagues, visitors, contractors) under the Health and Safety at Work etc Act 1974. You must therefore:
- 19.4.1 Comply with any safety instructions and directions issued by the Trust.
 - 19.4.2 Take reasonable care for your health and safety and the health and safety of other persons (e.g. other employees, contractors, customers, workers, etc.) who may be affected by your acts or omissions at work, by observing safety rules which are applicable to you.
 - 19.4.3 Co-operate with the Trust to ensure that the aims of the Health and Safety policy are achieved and any duty or requirement on the Trust by or under any of the relevant statutory provisions is complied with.
 - 19.4.4 Report and co-operate in the investigation of all accidents or incidents that have led to or may lead to injury. You must report to management and enter into the Accident Book all accidents, no matter how small
 - 19.4.5 Use equipment or protective clothing provided in accordance with the training you have received.
 - 19.4.6 Report any potential risk or hazard or malfunction of equipment to the appropriate authority.

- 19.5 Any failure by you to comply with any aspect of the Trust's health and safety procedures, rules or duties will be treated by the Trust as serious or gross misconduct.
- 19.6 You have a responsibility to observe all safety rules and to co-operate with the Property Services manager charged with responsibility for the implementation of the Trust's health and safety policy to achieve a healthy and safe workplace and to take reasonable care of yourself and others.

FIRST AID

- 19.7 To comply with statutory requirements first aid facilities must be available to all employees whilst they are at work. These facilities must be under the control of an Appointed Person, Trained First Aider. These are defined as follows:-
- **Appointed Person** - A person must be appointed by the employer to take charge of the situation, e.g. (to call an ambulance) if serious injury or major illness occurs at the workplace in the absence of a First Aider.
 - **First Aider** - A First Aider is a person who has been trained by and holds a current First Aid Certificate issued by a Trust or employer whose training and qualifications for first aiders were, at the time of the issue of the Certificate, approved by the Health and Safety Executive for the purposes of the Regulations.
- 19.8 The person carrying out any treatment must record the details of that treatment immediately on completion of that treatment or as soon as is reasonable thereafter.
- 19.9 Details of first aid facilities and the names of trained first aiders are displayed on the notice boards.

20 ALCOHOL AND DRUG ABUSE POLICY

- 20.1 You must not drink alcohol on the Trust's premises or the premises of its customers or clients.
- 20.2 Any employee who is found consuming alcohol on the Trust's premises or the premises of its customers and clients or is found to be intoxicated at work will normally face disciplinary action on the grounds of gross misconduct under the Trust's disciplinary procedure.
- 20.3 Existing and prospective employees may be asked to undergo a medical examination, which will seek to determine whether he/she has taken a controlled or illegal substance or has an alcohol abuse problem.
- 20.4 A refusal to give consent to such an examination or a refusal to undergo the screening will result in the immediate withdrawal of any offer made to prospective employees and will normally be treated as gross misconduct for employees, just as a positive drugs test would be.
- 20.5 The possession, use or distribution of drugs for non-medical purposes on the Trust's premises is strictly forbidden and a gross misconduct offence.
- 20.6 If you are prescribed drugs by your doctor which may affect your ability to perform your work you should discuss the problem with your line manager.
- 20.7 If the Trust suspects there has been a breach of this policy or your work performance or conduct has been impaired through substance abuse, the Trust reserves the right to require you to undergo a medical examination to determine the cause of the problem.
- 20.8 If you refuse to undergo a medical examination in such circumstances your refusal will normally be treated as gross misconduct.
- 20.9 If, having undergone a medical examination, it is confirmed that you have been positively tested for a controlled and or illegal substance, or you admit there is a problem, the Trust reserves the right to suspend you from your employment (with) to allow the Trust to decide whether to deal with the matter under the terms of the Trust's disciplinary procedure and/or to require you to undergo treatment and rehabilitation.
- 20.10 The Trust reserves the right to search you or any of your property held on Trust premises at any time if there are reasonable grounds to believe that this policy is being or has been infringed or for any other reason. Your consent is needed for a personal search to take place. If you refuse to comply with these search procedures, your refusal will normally be treated as gross misconduct.
- 20.11 The Trust reserves the right to inform the police of any suspicions it may have with regard to the use of controlled and/or illegal substances by its employees on the Trust's premises.

21 BEREAVEMENT POLICY

- 21.1 It is the policy of the Trust to grant all employees up to three days for immediate family (i.e. mother, father, spouse, live in partner, son, daughter, brother and sister) and up to one day for other relatives, bereavement time off without loss of pay when a death occurs in an employee's immediate family . An employee will not be eligible to receive paid bereavement time-off benefits while off or absent from work because of holiday, sickness (paid or unpaid) or for any other reason.
- 21.2 Consideration will be given to special circumstances e.g. where another person has taken the place of a natural parent. Where time off is taken to attend a funeral of a person other than immediate family, this is treated as holiday entitlement. If you have no holiday entitlement left in that year, any such leave will be unpaid.

SPECIAL LEAVE

- 21.3 Additional leave with or without pay may be granted in special circumstances at the discretion of the Trust. The Chief Executive shall have discretion to grant leave without pay.

22 DATA PROTECTION POLICY

This Data Protection Policy sets out how the Trust handles the Personal Data of our customers, residents, suppliers, employees, workers and other third parties.

This Policy applies to all Personal Data we Process regardless of where that data is stored or whether it relates to past or present employees, workers, customers, client or supplier contacts, shareholders, website users or any other Data Subject.

This Policy applies to all Trust Personnel. You must read, understand and comply with this Policy when Processing Personal Data on our behalf. This Policy sets out what we expect from you in order for the Trust to comply with applicable law.

Your compliance with this Policy is mandatory. Any breach of this Policy may result in disciplinary action.

This Policy is an internal document and cannot be shared with third parties, clients or regulators without prior authorisation from the Data Representative.

INTRODUCTION

What is data protection law?

Data protection law governs how organisations (such as the Trust) should process the Personal Data of their customers, suppliers, employees, prospects and other third parties. The overall aim of data protection law is to maintain a person's right to privacy and ensure that organisations do not misuse Personal Data in a way that threatens that right.

What is 'Personal Data'?

'Personal Data' is information which relates to a person which identifies that person (directly or from combining it with other data that the Trust holds or can reasonably access). Personal Data:

- can be factual, such as a name, address, email, date of birth, identification number, location data and/or an online identifier (such as a static IP address);
- includes any information that identifies a person's physical, physiological, genetic, mental, economic, cultural or social identity;
- can be an opinion about a person's actions or behaviour; and
- includes Sensitive Personal Data (such as health information).

If you handle this type of information as part of your role, you must read this policy **in full**. If you do not handle Personal Data as part of your role, you should still read this Policy, as we expect you to be generally aware of our expectations concerning data protection (and those under the Law) so that you are prepared should your role change or you have a one off enquiry involving Personal Data.

What is 'Processing'?

The Law applies to Personal Data that is 'Processed'. Processing is very widely defined so it captures most activities: collecting, recording, organising, structuring, storing, adapting, altering, retrieving, disclosing, using or restricting Personal Data. It is important to realise that transferring Personal Data to third parties is Processing. Deleting or erasing Personal Data is also Processing.

What makes up the Law?

If you are interested in delving into the detail, the following are the key pieces of legislation:

- the General Data Protection Regulation (EU) 2016/679 (you might have heard this being referred to as '**GDPR**');
- the Data Protection Act 2018; and
- the Privacy and Electronic Communications (EC Directive) Regulations 2003 (referred to as '**PECR**').

The Information Commissioner's Office also issues helpful guidance notes and codes of practice on its website: <https://ico.org.uk>

We'll refer to this as the "Law" throughout this Policy for simplicity.

Definitions used in this Policy

Any word used in this Policy with a capital letter has the meaning of that term set out in the Glossary at the end of this Policy, unless a description is given in the body of the Policy.

WHO IS RESPONSIBLE FOR IMPLEMENTING AND OVERSEEING THIS PRIVACY POLICY?

All managers are responsible for ensuring all of the Trust's Personnel comply with this Policy and need to implement appropriate practices, processes, controls and training to ensure such compliance.

The DPO is responsible for overseeing this Policy and, as applicable, providing associated guidance. That post is held by Adam Davies, Finance Manager, 02392534999.

Please contact the DPO with any questions about the operation of this Policy or the Law or if you have any concerns that this Policy is not being or has not been followed. In particular, you must always contact the DPO in the following circumstances:

- if you are unsure of the lawful basis which you are relying on to process Personal Data (see section 23.6);
- if you need to rely on Consent (see section 23.7);
- if you are unsure about the retention period for the Personal Data being Processed (see below);
- if there has been a Personal Data Breach (see below);
- if you need any assistance dealing with any rights invoked by a Data Subject (see below);
- If you plan to undertake any activities involving Automated Processing including profiling (see below);

THE DATA PROTECTION PRINCIPLES

We must ensure that all Personal Data we hold is Processed in accordance with certain key principles. These are that Personal Data must be:

- a) Processed lawfully, fairly and in a transparent manner. "Transparent" here means that individuals should have full information about how their personal data is Processed;
- b) Obtained only for specified, explicit and legitimate purposes and should not be further Processed in any manner incompatible with these purposes;
- c) Adequate, relevant and limited to what is necessary in relation to the purposes for which it is Processed;
- d) Accurate and, where necessary, kept up to date;
- e) Not kept in a form which permits identification of Data Subjects for longer than is necessary for the purposes for which the data is Processed; and
- f) Processed in a manner that ensures appropriate security of the Personal Data using appropriate technical and organisational measures to protect against Misuse.

The Law also provides that Personal Data must:

- a) Not be transferred to another country outside of the EEA without appropriate safeguards being in place; and
- b) Be made available to Data Subjects when they request it and Data Subjects allowed to exercise certain rights in

relation to their Personal Data.

We are responsible for, and must be able to demonstrate, compliance with the data protection principles listed above.

Lawfulness, Fairness and Transparency

Personal Data may only be collected, Processed and shared fairly and lawfully and for specified purposes. The Law restricts our actions regarding Personal Data to specified lawful purposes. These restrictions are not intended to prevent Processing, but ensure that we Process Personal Data fairly and without adversely affecting the Data Subject.

The Law allows Processing for specific purposes, some of which are set out below:

- the Data Subject has given his or her Consent;
- the Processing is necessary for the performance of a contract with the Data Subject;
- to meet our legal compliance obligations;
- to protect the Data Subject's vital interests; and
- to pursue our legitimate interests where they are not overridden because the Processing prejudices the interests or fundamental rights and freedoms of Data Subjects.

We have documented the legal ground being relied on for each Processing activity we conduct in Privacy Notices:

- All Trust Personnel will be issued with a Privacy Notice as part of their induction procedure. This sets out the lawful purpose of Processing on which we rely in relation to the handling of Personal Data relating to Trust Personnel. A copy of the Privacy Notice can be found on our secure server and is also available on request
- For Personal Data relating to third parties, such as customers, suppliers and prospects, we maintain a Privacy Notice which is available on our secure server and is also available on request.

Consent

We must only process Personal Data on the basis of one or more of the lawful bases set out in the GDPR. Consent is one lawful basis.

A Data Subject consents to Processing of their Personal Data if they indicate agreement clearly either by a statement or positive action to the Processing. Consent requires affirmative action so silence, pre-ticked boxes or inactivity will not be sufficient.

If Consent is given in a document which deals with other matters, then the Consent must be kept separate from those other matters. A Data Subject must be clear what he/she is consenting to.

Data Subjects must be easily able to withdraw Consent to Processing at any time and withdrawal must be promptly honoured. It must be as easy to withdraw Consent as it was to give it in the first place.

Consent may need to be refreshed if you intend to Process Personal Data for a different and incompatible purpose which was not disclosed when the Data Subject first consented.

You will need to evidence Consent captured and keep records of all Consents so that the Trust can demonstrate compliance with Consent requirements.

Transparency (Notifying Data Subjects)

We are required to provide detailed, specific information to Data Subjects depending on whether the information was collected directly from Data Subjects or from elsewhere. Such information must be provided through appropriate Privacy Notices, and must include:

- the identity of the Data Controller and DPO;

- how and why we will use, Process, disclose, protect and retain that Personal Data.

Where we collect Personal Data directly this Privacy Notice must be presented to the Data Subject at the point of collection.

When Personal Data is collected indirectly (for example, from a third party or publically available source), a Privacy Notice must be provided as soon as possible after the Personal Data is collected/received. You must also check that the Personal Data was collected by the third party in accordance with Law and on a basis which contemplates our proposed Processing of that Personal Data. If you are intending to process on the grounds of Consent you'll need to be confident the third party collected Consent in a manner compliant with the Law before the data is used.

THINK ABOUT THE PURPOSE FOR WHICH PERSONAL DATA IS OBTAINED

Personal Data must be collected only for specified, explicit and legitimate purposes. It must not be further Processed in any manner incompatible with those purposes.

You cannot use Personal Data for new, different or incompatible purposes from that disclosed when it was first obtained unless you have informed the Data Subject of the new purposes and they have Consented where necessary.

DATA MINIMISATION

Personal Data must be adequate, relevant and limited to what is necessary in relation to the purposes for which it is Processed.

You may only Process Personal Data when required by the duties of your job. **You cannot Process Personal Data for any reason unrelated to your job duties.**

You may only collect Personal Data that you require for your job duties: do not collect excessive data. Ensure any Personal Data collected is adequate and relevant for the intended purposes.

You must ensure that when Personal Data is no longer needed for specified purposes, it is deleted or anonymised in accordance with the Trust's data retention guidelines.

ACCURACY OF PERSONAL DATA

Personal Data must be accurate and, where necessary, kept up to date. It must be corrected or deleted without delay when inaccurate.

You must check the accuracy and completeness of any Personal Data at the point of collection and at regular intervals afterwards and that the data is relevant to the purpose for which it was collected. You must take all reasonable steps to destroy or amend inaccurate or out-of-date Personal Data.

STORAGE LIMITATION

Personal Data must not be kept for longer than is necessary for the purposes for which the data is processed.

The Trust will maintain retention policies and procedures to ensure Personal Data is deleted after a reasonable time for the purposes for which it was being held, unless Law requires such data to be kept for a fixed period of time. You must comply with the Trust's guidelines on data retention located on the secure server.

You will take all reasonable steps to destroy or erase from our systems all Personal Data that we no longer require after the applicable data retention period has expired. This includes requiring third parties to delete such data where applicable.

We will ensure that each Privacy Notice we issue informs Data Subjects of the period for which their Personal Data will be stored or, in the alternative, how that period is determined.

SECURITY, INTEGRITY AND CONFIDENTIALITY

Appropriate security measures must be taken to safeguard the Personal Data we hold and protect against Misuse. The Law prescribes that appropriate technical and organisational measures must be in place.

We have developed, implemented and maintain safeguards appropriate to our size, scope and business and resources, the amount of Personal Data we hold (both as Controller and Processor) and the risk of Misuse. We will regularly evaluate and test those safeguards to ensure security of Personal Data is upheld.

You are responsible for protecting the Personal Data you have access to. All Trust Personnel must follow the procedures and technologies we have put in place to maintain the security of Personal Data from collection/receipt to destruction.

You are expected to comply with and operate within the standards the Trust requires; you must not attempt to circumvent these administrative, physical and technical safeguards as to do so would put us at risk of breach of the Law and Data Subjects at risk of their Personal Data being Misused.

The confidentiality, integrity and availability of Personal Data must be protected. This means:

- only staff who need to know the Personal Data for the performance of their role and have appropriate authorisation will have access to it;
- Personal Data must be accurate as far as possible and suitable for the purpose for which it is Processed; and
- Personal Data must only be accessible when it is required.

You must comply with all applicable aspects of our Internet & Email Rules.

Specifically in order to protect against Misuse of Personal Data, and to assist us in our compliance, you must:

- not send any Trust emails, commercial information and/or Personal Data obtained in the workplace to personal email addresses;
- keep use of your work email address for personal use to an absolute minimum. Where this is unavoidable, personal emails should be marked as "Private and Personal";
- not use Dropbox to store any Personal Data you have access to in the workplace or have received as part of your role;
- not store any Personal Data you have access to in the workplace off system. This means Personal Data should only be stored on central Trust drives and systems that can be searched by the DPO. This is crucial to ensuring a DPO can easily locate Personal Data relating to an individual where he/she exercises a right/request and/or more efficiently deal with a Personal Data Breach;
- conduct all Return to Work interviews in a private room (not in open plan);
- securely return to HR all notes, witness statements, evidence and additional information arising from, or created during, the investigation of a disciplinary matter (at the conclusion of the investigation or the subsequent disciplinary process (whichever is the later));
- ensure your desk/working environment is left clear of any Personal Data at the end of each working day; and
- ensure Personal Data is kept in a lockable safe place.

Monitoring at work

Monitoring of employee emails:

We may monitor the Trust's systems (business emails, website logs, use of devices provided as Trust property) for the purpose of:

- establishing the existence of facts;
- ascertaining compliance with law, regulation and/or our internal practices and procedures;
- ascertaining/demonstrating standards which are or ought to be achieved (i.e. quality control and training) including ensuring that Personal Data is not Misused and safeguarding intellectual property of the Trust; and
- determining whether received communications are business or personal communications.

We will only conduct this monitoring where we have a legitimate business need to do so. An example may be where we suspect Personal Data is being Misused.

We will not view any email labelled as “Private and Personal” unless we reasonably suspect that this label has been falsely applied to disguise inappropriate use of the Trust’s systems and/or Misuse of Personal Data.

We understand that any adverse impact of monitoring on individuals must be justified by the benefits to the Trust and others of the monitoring. We will therefore carry out a Privacy Impact Assessment (“PIA”) prior to any active monitoring of employee emails in order to assess whether the monitoring proposed is the most appropriate action for the concern we are seeking to address.

DATA SUBJECT’S RIGHTS AND REQUESTS

Data Subjects have rights when it comes to how we handle their Personal Data. These include rights to:

- withdraw Consent to Processing at any time;
- receive certain information about how we Process their Personal Data;
- request access to their Personal Data that we hold (known as a ‘**Subject Access Request**’);
- prevent our use of their Personal Data for direct marketing purposes;
- ask us to erase Personal Data if it is no longer necessary in relation to the purposes for which it was collected;
- request that inaccurate Personal Data is amended or incomplete Personal Data is completed;
- restrict Processing in specific circumstances;
- challenge our Processing which has been justified on the basis of our legitimate interests or in the public interest;
- request a copy of an agreement under which Personal Data is transferred outside of the EEA;
- object to decisions based solely on Automated Processing, including Profiling;
- prevent Processing that is likely to cause damage or distress to the Data Subject or anyone else;
- be notified of a Personal Data Breach which is likely to result in high risk to their rights and freedoms;
- make a complaint to the supervisory authority (such as the Information Commissioner’s Office); and
- in limited circumstances, receive or ask for their Personal Data to be transferred to a third party in a structured, commonly used and machine readable format.

Any request from an individual to exercise one of these rights must be sent to the HR Team, your line manager or the DPO promptly upon receipt. The only exception to this is where the request comes from a member of staff, in which case this must be directed to the DPO.

It is important that we verify the identity of any person exercising these rights. Personal Data must not be disclosed to any person other than the individual to whom the Personal Data relates (or a third party authorised to act on behalf of that Data Subject).

You must not allow third parties to persuade you into disclosing Personal Data without proper authorisation.

A note on Subject Access Requests

By Law, a Data Subject has the right to obtain from us confirmation as to whether we’re Processing his/her Personal Data.

Where we do Process his/her Personal Data, the Data Subject has the right to obtain a copy of that Personal Data and be told:

- the purposes of Processing;
- the type of Personal Data being Processed;
- the organisations to who we pass their Personal Data (in particular any outside of the EEA and, if this is the case, how the Personal Data transferred is safeguarded);
- the retention period which relates to his/her Personal Data (or the criteria applied);
- that he/she has other rights over the Personal Data (as set out above);
- the source of the Personal Data (if it did not come from us);
- the existence of Automatic Processing, how it works and the consequences of it; and
- contact details of the DPO.

With effect from 25 May 2018, we are not allowed to charge a fee for the provision of this information (unless the request is materially unfounded or excessive/repetitive).

If the Data Subject makes the request electronically, we must respond to the request electronically.

We are obliged to respond to requests for access to Personal Data promptly and in any event within one month. All Trust Personnel must provide assistance to the DPO to meet this timescale.

The DPO will be responsible for ensuring that any information containing reference to, or about, third parties complies with a duty of confidentiality. This means that, when responding to a Subject Access Request it may be necessary to: (i) delete references to other third party Data Subjects who may be identified in any document; or (ii) if appropriate, obtain the written consent from the third party Data Subject to disclose his/her Personal Data.

TRANSFERRING PERSONAL DATA OUTSIDE OF THE EEA

The Law restricts data transfers to countries outside the EEA in order to ensure that the level of data protection afforded to individuals by the Law is not undermined.

You transfer Personal Data across borders when you transmit, send, view or access that data in or to a different country. It is important to realise that:

- if Trust Personnel can access or view Personal Data outside of the EEA, this is a data transfer; and
- uploading Personal Data to a cloud may result in transferring Personal Data outside of the EEA.

Please consult with the DPO before you transfer any Personal Data outside of the EEA. You must **not** transfer any Personal Data outside of EEA without this prior consultation.

RECORD KEEPING

We are required to keep full and accurate records of all our data Processing activities, which should include, at a minimum, clear descriptions of the types of Personal Data we hold, Data Subjects concerned, our Processing activities, Processing purposes, third-party recipients of the Personal Data, Personal Data storage locations, Personal Data transfers, retention periods and a description of the security measures we have in place.

You must assist us with this requirement, by keeping and maintaining accurate records, including of Data Subjects' Consents for our Processing activities and the process through which Consent was obtained.

TRAINING AND AUDIT

We are required to ensure all Trust Personnel have undergone adequate training to enable them to understand and comply with the Law. We must also regularly test our systems and processes to assess compliance.

You must complete all mandatory data privacy related training and ensure your team, if applicable, complete similar

mandatory training.

You must:

- regularly review all the systems and processes under your control to ensure they comply with this Policy; and
- check that adequate governance controls and resources are in place to ensure proper use and protection of Personal Data.

If you have any concerns or are unsure about our expectations in the context of data protection, you should contact the DPO.

PRIVACY BY DESIGN AND DATA PROTECTION IMPACT ASSESSMENT

We are required to put in place Privacy by Design measures when Processing Personal Data by implementing appropriate technical and organisational measures (like Pseudonymisation) in an effective manner, to ensure compliance with the data privacy principles listed above.

We must also conduct Privacy Impact Assessments (known as “PIAs”) in respect to high risk Processing. We may discuss with you, ask you to conduct, or ask for your assistance to conduct, a PIA when implementing major system or business change programs involving the Processing of Personal Data. A PIA would be needed for:

- use of new technologies (programs, systems or processes), or changing technologies (programs, systems or processes);
- Automated Processing including Profiling;
- large scale Processing of Sensitive Data; and/or
- large scale, systematic monitoring of a publicly accessible area.

A PIA must include:

- a description of the Processing, its purposes and the Data Controller’s legitimate interests if appropriate;
- an assessment of the necessity and proportionality of the Processing in relation to its purpose;
- an assessment of the risk to individuals; and
- an explanation of the risk mitigation measures in place and demonstration of compliance.

If you have any queries regarding a major system or business change, a PIA, or the information detailed above, please speak with the DPO.

AUTOMATED PROCESSING (INCLUDING PROFILING) AND AUTOMATED DECISION MAKING (ADM)

Generally, ADM is prohibited when a decision has a legal or similar significant effect on an individual unless:

- a Data Subject has explicitly Consented;
- the Processing is authorised by law; or
- the Processing is necessary for the performance of or entering into a contract.

If a decision is to be based solely on Automated Processing (including Profiling), then Data Subjects must be informed when we first communicate with them of their right to object. This right must be explicitly brought to their attention and presented clearly and separately from other information. Further, suitable measures must be put in place to safeguard the Data Subject’s rights and freedoms and legitimate interests.

We must also inform the Data Subject of the logic involved in the decision making or profiling, the significance and envisaged consequences and give the Data Subject the right to request human intervention, express their point of view or challenge the decision.

A PIA must be carried out before any Automated Processing or ADM activities are undertaken.

We will include information on Automated Processing or ADM in the applicable Privacy Notice with the relevant Data Subjects.

DIRECT MARKETING

We are subject to strict Laws when marketing to our customers. If your role involves direct marketing, the Trust will discuss its legal obligations regarding direct marketing to customers with you in more detail. You must comply with the Trust's reasonable instructions and guidelines on direct marketing to customers.

The right to object to direct marketing must be explicitly offered to the Data Subject in an intelligible manner so that it is clearly distinguishable from other information.

A Data Subject's objection to direct marketing must be promptly honoured. If a customer opts out/unsubscribes at any time, their details should be suppressed as soon as possible. Suppression involves retaining just enough information to ensure that marketing preferences are respected in the future.

SHARING PERSONAL DATA

We are not allowed to share Personal Data with third parties unless certain safeguards and contractual arrangements have been put in place.

You may only share the Personal Data we hold with another employee or representative of our group if the recipient has a job-related need to know the information and the transfer complies with any applicable cross-border transfer restrictions.

You may only share the Personal Data we hold with third parties, such as our service providers, if:

- they have a need to know the information for the purposes of providing the contracted services;
- sharing the Personal Data complies with the Privacy Notice provided to the Data Subject and, if required, the Data Subject's Consent has been obtained;
- the third party has agreed to comply with the minimum technical and organisational measures we require;
- the transfer complies with any applicable cross border transfer restrictions; and
- a fully executed written contract is in place that contains GDPR approved third party clauses.

You should consult with the DPO before sharing any Personal Data if you're unsure whether these requirements are met.

REPORTING A PERSONAL DATA BREACH

It is important that the source of any Personal Data Breach is identified as soon as possible to enable quick resolution of any issues. We need to be vigilant to any Personal Data Breach occurring internally and receiving knowledge of a Personal Data Breach where a third party is the source.

In some cases we must notify any Personal Data Breach to the applicable regulator and, in certain instances, the Data Subject so it is critical we have knowledge of any issue as soon as possible.

We have put in place procedures to deal with any suspected Personal Data Breach and will notify Data Subjects or any applicable regulator where we are legally required to do so.

If you know or suspect that a Personal Data Breach has occurred:

- do not attempt to investigate the matter yourself;
- immediately contact the DPO, to provide, as a minimum, details of:
 - what Personal Data is affected;
 - the number of Data Subjects likely to be affected; and
 - what actions have been taken to minimise the impact (if any); and
- preserve all evidence relating to the potential Personal Data Breach.

We will retain a record of all Data Breaches centrally, including the facts of the incident, its impact and the remedial action taken. We will be solely responsible for reporting a Personal Data Breach to the ICO or other supervisory authority where

required to do so by Law.

CHANGES TO THIS POLICY

We will endeavour to provide a communication to all Trust Personnel that the Policy has been updated and will request that it is read and any queries are raised promptly.

GLOSSARY

Automated Decision Making (ADM)	When a decision is made which is based solely on Automated Processing (including Profiling) which produces legal effects or significantly affects an individual. The Law prohibits Automated Decision-Making (unless certain conditions are met) but not Automated Processing.
Automated Processing	Any form of automated processing of Personal Data consisting of the use of Personal Data to evaluate certain personal aspects relating to an individual, in particular to analyse or predict aspects concerning that individual's performance at work, economic situation, health, personal preferences, interests, reliability, behaviour, location or movements. Profiling is an example of Automated Processing.
Trust Personnel	All employees, workers, contractors, agency workers, consultants, directors and members.
Consent	Agreement which must be freely given, specific, informed and be an unambiguous indication of the Data Subject's wishes by which they, by a statement or by a clear positive action, signify agreement to the Processing of Personal Data relating to them.
Controllers	The people or organisations that determine when, why and how to process Personal Data. Controllers are responsible for establishing practices and policies in line with the Law. We are the Controller of all Personal Data relating to our Trust Personnel and Personal Data used in our business for our own commercial purposes.
Data Protection Officer (DPO)	The person required to be appointed in specific circumstances under the GDPR.
Data Subject	A living, identified or identifiable individual about whom we hold Personal Data. Data Subjects may be nationals or residents of any country and will have legal rights regarding their Personal Data.
EEA	The European Economic Area.
Misuse	Unauthorised or unlawful Processing or accidental disclosure, alteration, access, loss, destruction of, or damage to, Personal Data transmitted, stored or otherwise Processed.
Personal Data Breach	Any act or omission that compromises the security, confidentiality, integrity or availability of Personal Data or the physical, technical, administrative or organisational safeguards that we or our third-party service providers put in place to protect it. Misuse of Personal Data is a Personal Data Breach.
Privacy by Design	Implementing appropriate technical and organisational measures in an effective manner to ensure compliance with the GDPR. Privacy by Design is an approach to projects that promotes privacy and data protection compliance from the start. More information can be found on the ICO website here: https://ico.org.uk/for-organisations/guide-to-data-protection/privacy-by-design/
Privacy Impact Assessment (PIA)	Tools and assessments used to identify and reduce risks of a data Processing activity. More information can be found on the ICO website: https://ico.org.uk
Privacy Notices	Separate notices setting out information that may be provided to Data Subjects when the Trust collects information about them.

Processor	Any person or organisation that Processes Personal Data on behalf of a Controller. A Processor acts on the instructions of the Controller with regards to how it should handle Personal Data and has no autonomy. We may be a Processor for a third party. We'll appoint third parties to act as Processors in order to deliver ancillary services or product supplies. These third parties must Process the Personal Data we provide solely on our instructions. Trust Personnel are not Processors.
Profiling	Automated Processing of Personal Data consisting of the use of Personal Data to evaluate certain personal aspects, in particular to analyse or predict aspects concerning a person's performance at work, economic situation, health, personal preferences, interests, reliability, behaviour, location or movements.
Pseudonymisation or Pseudonymised	Replacing information that directly or indirectly identifies an individual with one or more artificial identifiers or pseudonyms so that the person, to whom the data relates, cannot be identified without the use of additional information (which is kept separately and secure).
Special Categories of Data (previously known as Sensitive Personal Data)	Information revealing racial or ethnic origin, political opinions, religious or similar beliefs, trade union membership, physical or mental health conditions, sexual life, sexual orientation, biometric or genetic data, and Personal Data relating to criminal offences and convictions.

23 WHISTLEBLOWING POLICY

The Trust is committed to the highest standards of quality, probity, openness and accountability.

As part of that commitment, it encourages employees or others with serious concerns about any aspect of its work to come forward and express those concerns. In some cases, the Trust recognises that employees will need to do so on a confidential basis.

This Policy is intended to underline the Trust's commitment to them and its support for those who come forward to express their concerns. This Policy should be read in conjunction with the Residents – Staff Whistleblowing Policy below.

Consultation and information

The Trust will consult and involve employees as it develops procedures and practices on confidential reporting. It is important that all employees should be able to follow their sense of right and wrong.

Through induction and staff briefing procedures, it will make sure that employees know how to recognise the following problems, and that they understand the effects they may have on the Trust, jobs and the services provided:

- fraud, bribery, corruption and malpractice;
- abuse or neglect of vulnerable people;
- failure to deliver proper standards of service;
- damaging personal conflicts at senior level;
- bullying, discrimination, harassment or victimisation in the work place;
- A criminal offence was committed or is being or is likely to be committed;
- A person has or is or is likely to fail to comply with a legal or professional obligation;
- A miscarriage of justice has occurred or is or is likely to occur;
- The health and safety of any individual has been or is being or is likely to be endangered;
- The environment has been, is being or is likely to be damaged;
- That information tending to show any matter falling within any one of the above categories has been, is being, or is likely to be deliberately concealed.

The Trust will make sure that employees know what is expected of them and what practices are regarded as unacceptable.

When it finds a problem the Trust will always deal with it seriously. It knows that it cannot expect employees to practise higher standards than those it applies. It will always pursue fraud and serious abuse as vigorously as possible through disciplinary and dismissal procedures or, if necessary, through the courts; frauds are also always reported to the police.

Confidential reporting

The Trust knows that it is never easy to report a concern, particularly one which involves another colleague or may relate to fraud or corruption. We hope that employees will come forward with any concerns at an early stage, and before problems have a chance to become serious.

If employees prefer, the Trust are happy for them to come forward with another colleague, a friend or other advisor to report a concern.

The Trust will support concerned employees and protect them from reprisals or victimisation. If employees come forward with a concern, they can be confident that this will not affect their career or enjoyment of their job. This applies equally if they come forward with a concern, which turns out later not to have been justified.

Whistleblowers must not suffer any detrimental treatment as a result of raising a genuine concern. If you believe that you have suffered any such treatment, you should inform the Chief Executive immediately.

The Trust will do everything it can to respect employees' confidentiality, if they have requested this.

If anyone tries to discourage employees from coming forward to express a concern, the Trust will treat this as a disciplinary offence. In the same way, the Trust will deal severely with anyone who criticises or victimises employees after a concern has been expressed.

Who to contact

In most cases employees should be able to raise any concerns with their line Manager or pursuant to the Residents – Staff Whistleblowing Policy below. If for some reason this is not possible, they should speak to another senior officer or to the Manager or Chief Executive. If necessary, they should speak to a senior officer or the Manager or Chief Executive directly and ask for a confidential meeting. All such contacts will be treated in confidence.

If the Trust's policy and procedures are working properly, employees should not need to contact one of the Trustees or some external agency, to express concerns. However, the law recognises that in some circumstances it may be appropriate for you to report your concerns to an external body such as a regulator. We strongly encourage you to seek advice before reporting a concern to anyone external. Public Concern at Work operates a confidential helpline ((020) 7404 6609).

The Trust hope that none of these will ever prove necessary.

Dealing with concerns

If employees come to the Trust with a concern, the Trust will look into it carefully and thoroughly. The Trust have to be fair to employees, but also to any others involved. If someone is potentially being accused of misconduct, we have to find out their side of the story as well. In the Trust's investigation, it will respect any concerns employees have expressed about their own safety or career.

If employees request, the Trust will try to let them know the results of its investigation and about any action that is proposed. However, in doing this, the Trust have to respect the confidentiality of other employees as well.

If employees have abused the confidential reporting process by maliciously raising unfounded allegations, the Trust will treat this as a disciplinary matter, as set out in the Disciplinary Procedures. No-one who comes forward in good faith has anything to fear.

24 RESIDENTS – STAFF WHISTLEBLOWING POLICY

Policy Statement

This document outlines the Trust's policy on addressing allegations of abuse of residents made by members of staff against other staff and suspected perpetrators of abuse. This process is known as "whistleblowing". The policy is created in line with the current legal requirements, which are included in the CQC Guidance about Compliance: Essential Standards of Quality and Safety, Outcome 7; Safeguarding People who use Services from Abuse. It is written in recognition of and compliance with the provisions of the Public Disclosure Act 1998.

Aim of the Policy

This policy is intended to set out the values, principles and policies underpinning this Trust's approach to whistleblowing.

Principles

In the past, people who have reported colleagues' actions who they consider have ill treated, neglected or abused residents, have often been regarded as troublemakers and have been penalised for "doing the right thing". It is now recognised that staff are the people most likely to observe and be in a position to report on bad practice. It is important

for any care home therefore to create an atmosphere of open communication and commitment to high standards of work, within which criticisms can be frankly made and thoroughly investigated.

The Trust's policy should comply with the Public Interest Disclosure Act 1998 or any amendment, replacement or re-enactment, which aims in law to protect staff and to ensure they are not victimised, when reporting and seeking to have investigated genuine and reasonable concerns about any form of malpractice that they encounter in their work.

Obligations on Staff to Report Abuse

The Trust also recognises that its staff have moral and legal obligations to report abuse and any occasion or incident matter where they consider vulnerable adults are at risk of being injured or harmed by other people.

The Trust considers that team work and loyalty to colleagues should not be allowed to deter staff from reporting suspected abuse, criminal acts, neglect of residents or bad practice, when they observe it.

Any member of staff who witnesses or suspects abuse by another member of staff should report the matter to their supervisor or manager. The manager will accept responsibility for the actions that follow and will assure the "whistleblower" that they have acted correctly by reporting the matter and will not be victimised.

Despite the assurances the Trust gives to its staff, it accepts that there may be incidents that the staff member does not feel confident or able to report in the first instance to the manager. The Trust then accepts the right and obligation of the staff member to report their concerns to an outside authority such as the police, the local authority safeguarding unit or to the Care Quality Commission (CQC) to initiate an investigation. The Trust will not penalise or victimise any staff member who responsibly reports their concerns in these ways.

Commitment to Staff

The Trust assures its staff that their concerns about any possible mistreatment of its residents will be listened to and investigated.

Staff are encouraged to raise any concern directly or in writing. They are also entitled to make their representations accompanied by a friend or colleague or trade union representative as they decide and think fit. They might also wish to obtain witness statements.

The Trust undertakes to assess and investigate any concerns impartially and objectively, so that it can be fair to all parties concerned in seeking to clarify the facts before taking further actions.

The Trust's management will keep any staff members affected by an investigation informed of the actions being taken and the outcomes, taking into account the need to respect the possible confidentiality of some of the information relating to other staff members and residents, which has developed in the process of the investigation.

All information will be treated with the utmost confidence. This might not be possible in all cases, e.g. if the abuse requires reporting to the police and/or the local authority's safeguarding unit. Staff should also be aware that all instances of alleged or actual abuse must be notified to the local safeguarding authority and to the CQC to comply with Regulation 18 of the Health and Social Care Act 2008 (Regulated Activities) Regulations 2010 (or any amendment, replacement or re-enactment).

Investigating and Dealing with Allegations

The manager to whom abuse by a staff member is reported should take the necessary steps under the Trust's policy on abuse. In addition, they should if possible protect the source of the information. If a manager fails to act promptly, suppresses evidence or is involved in any action to discourage whistleblowing, they may render themselves liable to disciplinary action.

Dealing with Interference with or Victimisation of Staff who have Reported Abuse

Any member of staff who attempts to prevent a staff member from reporting their concerns to a manager or who bullies, attempts to intimidate or discriminates against a colleague in these circumstances will be dealt with under disciplinary proceedings. A whistleblower who feels themselves to be subject to hostile action from colleagues should inform their manager, who should if necessary take steps to alter the staff member's duties so as to protect them from the hostile action.

25 ANTI-BRIBERY POLICY

The Trust is committed to applying the highest standards of ethical conduct and integrity to its business activities. When acting on behalf of the Trust you are responsible for maintaining the Trust's reputation and for conducting business honestly and professionally.

The integrity and reputation of the Trust depends on the honesty, fairness and integrity brought to the job by everyone associated with the Trust.

The Trust will not tolerate any form of bribery, whether direct or indirect, by, or of, its employees, officers, agents or consultants or any persons or companies acting for it or on its behalf.

The Chief Executive and the Board of Trustees are committed to implementing and enforcing effective systems throughout the Trust to prevent, monitor and eliminate bribery, in accordance with its obligations under the Bribery Act 2010. The Trust's Anti-Bribery Policy applies to all employees, as well as agency workers, consultants and contractors both in the UK and overseas.

All employees and any other individuals acting on behalf of the Trust are required to familiarise themselves with and comply with the Trust's Anti-Bribery Policy.

A bribe is defined as a financial advantage or other reward that is offered to, promised to, given to, or received by an individual or company to induce or influence that individual or company to perform its public or corporate functions or duties in an improper manner (i.e. not in good faith, not impartially, not legally or not in accordance with a position of trust).

All employees and any other person acting on behalf of the Trust are prohibited from offering, giving, soliciting or accepting any bribe, whether cash or other form of inducement to or from any person or company in order to gain any commercial, contractual or regulatory advantage for the Trust in a way which is unethical or in order to gain any personal advantage, monetary or otherwise, for themselves or anyone connected with them.

The Trust will continue to provide bona fide hospitality to clients and incur promotional expenditure. However, all such expenditure must be transparent, proportionate, reasonable and authorised in advance, in accordance with the Trust's Anti-Bribery Policy.

In the course of providing services to clients, or in dealings with suppliers, or any other person having similar connections to the Trust, employees should under no circumstances accept money, gifts or other forms of reward without prior consent from the Chief Executive and/or the Board of Trustees. All such reported gifts shall be recorded.

Inevitably, decisions as to what is acceptable may not always be easy. If anyone is in doubt as to whether a potential act constitutes bribery, the matter should be referred to the Chief Executive and/or the Board of Trustees before proceeding.

Any breach of the Trust's Anti-Bribery Policy will normally be treated as Gross Misconduct.

Employees should also note that bribery is a criminal offence.

The Trust will not conduct business with third parties including clients, suppliers, agents or representatives who are not prepared to support its anti-bribery objectives.

The Trust depends on all employees, and those acting for the organisation, to assist in the prevention of bribery. Therefore, all employees and others acting for, or on behalf of, the Trust are expected to report any suspected bribery to the Trust following the Company's Anti-Bribery Policy. If you are offered a bribe, or are asked to make one, or if you suspect that any bribery, corruption or other breach of this policy has occurred or may occur, you must notify your manager or report it in accordance with our Whistleblowing Policy as soon as possible.

All employees will receive the support of the Trust if they report of suspected bribery in good faith even if, following an investigation, it is found that no bribery took place.

February 2019