



# Remarkable research for healthy ageing

THE DUNHILL MEDICAL TRUST

## Staff policies handbook

Version date: April 2024

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## WELCOME AND INTRODUCTION

Welcome to the Dunhill Medical Trust. We're delighted you've decided to join us, and we want to make sure that your time with us is enjoyable and rewarding. It's also important that we make sure that you are working in a safe environment – and as an organisation with a health-focused mission - a healthy one.

### Our history

Herbert E Dunhill died in November 1950 leaving £250,000 from his personal estate in Charitable Trust for medical research into tuberculosis, the cause of his ill-health throughout much of his life.

By the 1980s, the Trust was receiving an increasing number of grant applications related to issues associated with ageing and the care of older people. Although there was a clear case of unmet need, many applications could not be supported because they fell outside the original aims of the Trust. To rectify this, the Trust Deed was formally amended and in 1986 the Charity was renamed The Dunhill Medical Trust and was registered with the Charity Commission (Charity no. 294286). On 1st April 2011, The Dunhill Medical Trust also became a charitable company limited by guarantee ([registered company number: 07472301](#); [registered charity number: 1140372](#)). Herbert's initial bequest has been prudently and successfully invested and managed by the independent trust throughout these administrative changes and is now worth c.£160M today.

### Our aims

We invest in those who have great ideas and methods for improving the health and well-being of older people and in making the connections which can help them to flourish.

We're committed to applying our resources to inspiring and enabling academic researchers (from across the disciplinary range) and health and social care professionals to apply their knowledge and skills to:

- improving the quality of life, functional capacity and well-being for older people now, or
- creating the context for change in the future: preventing, delaying or reducing future health and social care requirements.

We also want to play our part in informing and influencing the collective understanding of “what works” and enabling community organisations to develop innovative, evidence-informed and best practice ways of delivering care and support for older people and drive systemic change needed to secure a healthier later life for us all.

The work we fund means that we know all too well the negative impacts of inequity. We are therefore committed to promoting equity, diversity and inclusion in all areas of our work and we do our very best to proactively combat behaviours and barriers that can lead to discrimination.

## About this handbook

This handbook is designed to explain the way in which we work and to set out the key procedures, rules and policies designed to ensure an efficient workplace and a safe and supportive environment for all of our staff. The contents of this handbook do not form part of the terms of your contract of employment unless otherwise stated. In any circumstances where it is considered that your personal contract differs from this handbook, then the conditions in the Contract of Employment take precedence.

Do please take the time to read and understand the content of this handbook so that you become familiar – and can comply – with our policies and procedures and act in accordance with our aims and objectives. In cases where the information is extremely detailed or has legal implications, you are advised to speak to the Chief Executive for further guidance.

We reserve the right to review, revise, amend or replace the content of this handbook, and introduce new policies from time to time to reflect our changing needs and/or to comply with new legislation or regulation.

We may at any time engage external consultants to conduct any part or all of the procedures relating to employment issues. This includes sharing any information about you which may be obtained relating to your employment with us. You are assured that the Consultant will be bound by confidentiality throughout the process and will not divulge any details to other external parties unless required to do so by law. If you have any questions about this, please do speak to the Chief Executive in the first instance.

# EQUALITY IN THE WORKPLACE

## 1 Equal opportunities policy

Each of us is unique, whether in terms of our background, personal characteristics, experience, skills or motivations. And we value our people for the differences in experience and perspective they bring.

We are committed to promoting a working environment based on dignity, trust and respect, and one that is free from discrimination, harassment, bullying or victimisation. Fostering an inclusive culture helps each of us to benefit from a wider range of these different perspectives, experiences and skills. We believe that this creates a happier, more productive working environment for us all.

### 1.1 What you can expect from us

We will take all reasonable steps to employ, train and promote our staff on the basis of their experience, abilities and qualifications, without regard to race, religion or belief, sex, sexual orientation, pregnancy or maternity, gender reassignment, age, marriage and civil partnership or disability. In this Policy these are known as the "Protected Characteristics".

If any of our people is found to have committed, authorised or condoned an act of discrimination, harassment, victimisation or bullying, we will take action against them including (for those to whom it applies) under our Disciplinary procedure.

### 1.2 What we expect from you

We expect you, and everyone working at the Dunhill Medical Trust, to take personal responsibility for observing, upholding, promoting and applying this policy. We expect you to treat your colleagues and everyone else you come into contact with in the course of your work, for example, award holders, applicants, suppliers, contractors, agency staff and consultants, fairly and with dignity, trust and respect. Sometimes, this may mean allowing for different views and viewpoints and making space for others to contribute.

By embedding such values and constructively challenging inappropriate comments or ways of working, you can help us achieve and maintain a truly inclusive workplace culture.

### 1.3 Discrimination

The Equality Act 2010 prohibits discrimination because of a Protected Characteristic.

You should be aware that you can be personally liable for discrimination and harassment.

Discrimination is not always obvious and can be subtle and unconscious. This stems from a person's general assumptions about the abilities, interests and characteristics of a particular group that influences how they treat those people (known as "unconscious bias"). Such assumptions or prejudices may cause them to apply requirements or conditions that put those in particular groups at a disadvantage.

The following forms of discrimination are prohibited under this policy and are unlawful:

- **Direct discrimination:** Treating someone less favourably because of a Protected Characteristic
- **Indirect discrimination:** Where a policy, procedure or way of working that applies to everyone puts people with a particular protected characteristic at a disadvantage.
- **Associative discrimination:** Treating someone less favourably because they are associated with someone who has a protected characteristic.
- **Discrimination by perception:** Treating someone less favourably because you perceive them to have a protected characteristic even if they do not.
- **Discrimination arising from disability:** Treating someone unfavourably because of something connected with that person's disability and where such treatment is not justified.
- **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.
- **Victimisation:** when an employee is treated less favourably because they have made or supported a complaint or raised a grievance about unlawful discrimination or are suspected of doing so.

#### **1.4 Our commitment to you**

We ensure that our recruitment, promotion and retention procedures do not treat people less favourably because of their race, religion or belief, sex, sexual orientation, pregnancy or maternity, gender reassignment, age, marriage and civil partnership or disability. In this Policy these are known as the "**Protected Characteristics**".

##### **1.4.1 Recruitment**

The recruitment process will be conducted in such a way as to result in the selection of the most suitable person for the job in terms of relevant abilities and qualifications. We are committed to applying our Equal Opportunities Policy statement at all stages of recruitment and selection.

Recruitment publicity will aim to positively encourage applications from all suitably qualified people when advertising job vacancies, in order to attract applications from all sections of the community.

Where vacancies may be filled by promotion or transfer, they will be published to all eligible staff in such a way that they do not restrict applications from staff with a particular Protected Characteristics. However, where having regard to the nature and context of the work, having a particular Protected Characteristics is an occupational requirement and that occupational requirement is a proportionate means of achieving a legitimate aim, we will apply that requirement to the job role, and this may therefore be specified in the advertisement.

The selection process will be carried out consistently for all jobs at all levels. We will ensure that this equal opportunities policy is available to all staff, and in particular is given to all staff with responsibility for recruitment, selection and promotion.

The selection of new staff will be based on job requirements and the individual's suitability and ability to do, or to train for, the job in question. Person specification and job descriptions will be limited to those requirements that are necessary for the effective performance of the job. Candidates for employment, promotion or transfer will be assessed objectively against the requirements of the job.

With disabled job applicants, we will have regard to our duty to make reasonable adjustments to work provisions, criteria and practices or to physical features of work premises or to provide auxiliary aids or services in order to ensure that the disabled person is not placed at a substantial disadvantage in comparison with persons who are not disabled.

All applications will be processed consistently. The staff responsible for short listing, interviewing and selecting candidates will be clearly informed of the selection criteria and of the need for their consistent application. All questions that are put to the applicants will relate to the requirements of the job.

#### **1.4.2 Career development**

We will do all that's necessary to make sure that all of our staff receive proper training, supervision and instruction to enable them to comply with our policy on equal opportunities, to help them to identify discriminatory acts or practices and to ensure that they promote equal opportunity within the areas of work and/or teams for which they are responsible. The training will also enable line managers to deal more effectively with complaints of bullying and harassment.

We will also provide training to help you to understand your rights and responsibilities under the equal opportunities and anti-harassment policies and what you can do to create a work environment that is free of bullying and harassment.

Anyone responsible for selecting new staff, staff for training or for transfer or promotion to other jobs will be instructed not to discriminate because of one or more of the Protected Characteristics.

#### **1.4.3 Terms of employment, benefits, facilities and services**

All terms of employment, benefits, facilities and services will be reviewed from time to time, in order to ensure that there is no unlawful discrimination on the grounds of one or more of the Protected Characteristics.

#### **1.4.4 Equal pay and equality of terms**

We are committed to equal pay in employment. We believe our staff should receive equal pay for like work, work rated as equivalent or work of equal value. In order to achieve this, we will endeavour to maintain a pay system that is transparent, free from bias and based on objective criteria.

#### **1.4.5 Disabilities and reasonable adjustments**

Employers have a duty to make reasonable adjustments to ensure that aspects of employment, or the employer's premises, do not put a disabled person at a substantial disadvantage. Failing to comply with this duty is unlawful.

If you have a disability, you do not have to tell us. However, we would encourage you to let us know so that we can support you, for example by making reasonable adjustments to our premises or to aspects of your role, or to our working practices.

If you are experiencing difficulties at work because of your disability, please contact the Chief Executive to discuss potential reasonable adjustments that may alleviate or minimise such difficulties.

We may need to discuss your needs with you and your medical adviser to help us get the right support in place.

### **1.5 Monitoring equal opportunities and dignity at work**

We will regularly monitor the effects of selection decisions and personnel and pay practices and procedures in order to assess whether equal opportunity and dignity at work are being achieved. This will also involve considering any possible indirectly discriminatory effects of its working practices. If changes are required, we will implement them. We will also make reasonable adjustments to its standard working practices to overcome barriers caused by disability.

### **1.6 Breaches of this policy**

We take a strict approach to breaches of this policy, which will be dealt with in accordance with our Disciplinary Procedure. Serious cases of deliberate discrimination may amount to gross misconduct resulting in dismissal.

If you believe that you have suffered discrimination you can raise the matter through our Grievance Procedure or Bullying and Harassment Procedure. Complaints will be treated in confidence and investigated as appropriate.

You must not be victimised or retaliated against for complaining about discrimination. However, making a false allegation deliberately will be treated as misconduct and dealt with under our Disciplinary Procedure.



## 2 Anti-bullying and harassment and dignity at work

We are committed to providing a working environment free from harassment and bullying and ensuring all staff are treated, and treat others, with dignity and respect. This includes harassment or bullying which occurs at work and out of the workplace, such as on business trips or at work-related events or social functions and extends to any dealings you have with third parties, including customers, suppliers, contractors, agency staff and consultants.

We believe that a culture of equality, diversity and inclusion not only benefits our organisation but supports wellbeing and enables our people to work better because they can be themselves and feel that they belong.

If any staff member is found to have committed, authorised or condoned an act of bullying or harassment, we will take action in accordance with our Disciplinary procedure, up to and including dismissal.

You should be aware that you can be personally liable for harassment.

If you experience bullying or harassment, we encourage you to speak up without delay and to follow the steps as detailed further in this document.

### 2.1 Who is protected from harassment

The Equality Act 2010 prohibits discrimination because of certain **protected characteristics**. These are disability, sex; gender reassignment; marital or civil partnership status; race; religion or belief; sexual orientation; and age.

Note: Although pregnancy and maternity and marriage and civil partnership are not specifically protected under the legal provisions on harassment, we consider harassment on any ground to be unacceptable.

### 2.2 Meaning of harassment

Harassment is unwanted conduct related to a protected characteristic that has the purpose or effect of violating someone else's dignity; or creating an intimidating, hostile, degrading, humiliating or offensive environment for someone else.

A single incident can amount to harassment. It also includes treating someone less favourably because they have submitted or refused to submit to such behaviour in the past.

### 2.3 Meaning of sexual harassment

The law defines sexual harassment as:

- conduct of a sexual nature that has the purpose or effect of violating someone's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment; and
- less favourable treatment related to sex or gender reassignment that occurs because of a rejection of, or submission to, sexual conduct.

## **2.4 Bullying**

There is no legal definition of bullying. However, we regard it as conduct that is offensive, intimidating, malicious, insulting, or an abuse or misuse of power, and usually persistent, that has the effect of undermining, humiliating or injuring the recipient.

Bullying can be physical, verbal or non-verbal conduct. It is not necessarily face to face and can be done by email, phone calls, online (cyber-bullying) or on social media. Bullying may occur at work or outside work.

### **2.4.1 Examples of bullying**

While this is not an exhaustive list, bullying may include:

- physical, verbal or psychological threats;
- excessive levels of supervision; and
- inappropriate and derogatory remarks about a person's performance.

It is important to understand that legitimate, reasonable and constructive criticism of a person's performance or behaviour, or reasonable instructions given to people in the course of their employment, will not of themselves amount to bullying.

### **2.4.2 Microaggressions**

Microaggressions - sometimes called micro-incivilities - are statements, actions, or incidents that are regarded as indirect, subtle, or unintentional discrimination against members of a marginalised group such as a racial or ethnic minority. They are sometimes referred to as "death by a thousand cuts". Microaggressions generally take one of three forms:

- **Micro-assaults:** Conscious and obvious insults made verbally or non-verbally to a marginalised individual or group, for example directing limp-wristed hand gestures towards a gay colleague and saying, "It's just a joke".
- **Micro-insults:** Unintentionally insensitive remarks or assumptions based on stereotypes, for example saying to a person with a disability "You don't look disabled to me".
- **Micro-invalidations:** Where a person denies, or seeks to cancel, the feelings and lived experiences of a marginalised individual or group, for example a white person saying, "I don't think the UK has a problem with racism - some people are just too sensitive".

Serious microaggressions can amount to unlawful harassment, bullying or discrimination but even less serious microaggressions can negatively impact the health and wellbeing of the person experiencing them.

## **2.5 What to do if you are being bullied or harassed**

If you feel able to, you may decide to raise the issue with the individual themselves, to make clear that their behaviour is not welcome and to ask them to stop. They may not be aware that their behaviour is offending you.

Alternatively, if you do not feel up to speaking directly to the individual, you are encouraged to speak to your line manager or the Chief Executive who can provide confidential advice and assistance in resolving the issue formally or informally.

You may or may not want them to talk to the individual on your behalf and, where possible, we will respect your wishes. However, if the welfare or safety of you or others is at risk or where your allegations are particularly serious, we may have to approach the individual and instigate a formal investigation.

If you would prefer not to discuss the issue with anyone at work, help and support is also available through our employee assistance programme (EAP), details of which you can find in the Staff Handbook. You can use our EAP to speak to an independent adviser on a confidential basis about any issue that is troubling you.

If you are experiencing bullying or harassment by a third party, for example an applicant, award-holder, Trustee or a supplier, we encourage you to report this to your line manager or Chief Executive without delay so that they can advise and support you on the best course of action.

## **2.6 Formal route**

If you are not happy with the outcome of an informal process, or if you feel it is not appropriate to approach the issue informally, you may decide to raise it formally under our Grievance Procedure.

We will investigate fully every formal complaint in an objective and confidential way, while also ensuring that we respect your rights as well as the rights of the alleged bully/harasser. We will use every effort to complete an investigation into bullying or harassment as quickly as possible.

The investigation will be conducted by someone with appropriate experience and no prior involvement in the complaint, where possible. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed on a "need to know" basis. We will consider whether any steps are necessary to manage any ongoing relationship between you and the person accused during the investigation.

Once the investigation is complete, we will inform you of our decision. If we consider you have been harassed or bullied by an employee, the matter will be dealt with under the Disciplinary Procedure as a case of possible misconduct or gross misconduct.

Staff who make complaints or who participate in good faith in any investigation must not suffer any form of retaliation or victimisation as a result. Anyone found to have retaliated against or victimised someone in this way will be subject to disciplinary action under our Disciplinary Procedure.

Information about a complaint by or about an employee may be placed on the employee's personnel file, along with a record of the outcome and of any notes or other documents compiled during the process. These will be processed in accordance with our Data Protection Policy.

If the harasser or bully is a third party such as an award-holder, supplier, Trustee or Committee Member, we will consider what action would be appropriate to deal with the problem. Whether or not your complaint is upheld, we will consider how best to manage any ongoing working relationship between you and the person concerned.

## **2.7 Appeals**

If you are not satisfied with the outcome of the formal investigation, you have the right to appeal.

Should you wish to appeal, you should write to us setting out what aspects of the decision you are unhappy with and the reasons why. Appeals should be submitted without unreasonable delay and usually no longer than five working days after we inform you of the decision.

We will arrange a meeting with you to discuss your appeal in full and to try and reach a satisfactory solution. You must take all reasonable steps to attend this meeting and you may be accompanied by a colleague or trade union representative.

We will write to you to confirm the outcome of the appeal, which will be final.

## **2.8 Sensitivity and confidentiality**

Anyone involved with an informal or formal complaint about bullying or harassment, including witnesses, must keep the matter strictly confidential and act with appropriate sensitivity to all parties.

If you are found to have breached confidentiality or acted without due care or sensitivity in a case of bullying or harassment, we may take disciplinary action against you up to and including dismissal (or other appropriate action for non-employees).

## **2.9 Breaches of this policy**

If, following a formal investigation, we find that you have committed, authorised or condoned an act of bullying or harassment, we will deal with the issue as a possible case of misconduct or gross misconduct.

We may take disciplinary action against you, up to and including dismissal.

Anyone who complains or takes part in good faith in a bullying or harassment investigation must not suffer any form of detrimental treatment or victimisation. If we find that you have victimised anyone in this way, we will instigate disciplinary action against you up to and including dismissal (or other appropriate action for non-employees) under our Disciplinary procedure.

### **3 Training and development policy**

We are committed to making available high-quality development opportunities which mutually benefit both the Trust and members of staff.

Training and development is defined as a continuous learning process relevant to staff and is a means of both improving performance and motivation.

Training and development may include:

- Professional/management qualifications
- Mentoring/coaching
- Long term courses
- Short term courses
- Seminars and conferences.

#### **3.1 Responsibility for training**

We will discuss and agree training and development needs with you when you join us and then as part of your annual appraisal process, with on-going review during regular 1-1 meetings.

You have a responsibility to pro-actively review your training and development requirements with your manager and to participate in any training and development actions relevant to their role and future professional aspirations.

Whilst undertaking any training, you will be provided with appropriate levels of time and financial support, and we will work with you to review the effectiveness of the training.

#### **3.2 Finance and study leave**

If the training or development need is identified as a joint decision between you and your manager, this will normally be funded by the Trust.

If you wish to undertake training and development which is not wholly related to your role in the Trust, you may be asked to make a financial contribution.

If the course has been agreed as of mutual benefit to both you and the Trust, we will meet the cost of related travel.

You must agree study leave arrangements with your manager prior to enrolling in any course of study. Once agreed, you can expect that study leave to be honoured.

Where a course of study involves sitting examinations, we will allow one day per examination for the purpose of revision study

#### **3.3 Personal development planning**

We operate a personal development planning system to set and review your personal objectives, taking account of your personal development needs and the Trust's objectives.

You will meet your line manager on a regular basis, normally fortnightly, but this may be more often, to review progress towards objectives and, where necessary, adjust objectives in line with changing circumstances.

Your line manager will carry out an objective setting meeting with you when you start your work with the Trust and then at least annually after that as part of the appraisal process.

You and your manager(s) will agree a number of objectives, normally not more than eight, for the coming year and record the support needs and dependencies for each of them.

- Objective setting and review meetings are documented on the form in the Appendix.
- Objectives should be in line with the Trust's objectives .
- Objectives should also include any training requirements agreed between you and your manager.

Any disagreements between an employee and manager in setting or achieving objectives should be documented.

**The Personal Development Planning form may be found in the Appendix.**

## STANDARDS OF BEHAVIOUR/ETHICAL CONDUCT

### 4 Health and safety

The primary duty we owe to you is to ensure that you are safe while you are at work. Similarly, all staff are obliged to carry out their duties in a safe and responsible manner that does not risk harm to either themselves, their colleagues or any other person.

The Health and Safety Policy may be found in the appendix. In addition, there is information on health and safety displayed throughout our premises.

Detailed risk assessments have been carried out on all aspects of the Trust's activities and steps have been taken to ensure that all work can be done safely. Any employee who is concerned that any aspect of the Trust's activities poses a risk to health and safety should report this to the nearest available manager immediately. Genuine concerns about health and safety will always be treated with the utmost seriousness and be thoroughly investigated.

You are required to comply with all instructions rules and procedures concerning matters of health and safety. Failure to do so may amount to gross misconduct. In particular, where you are required to wear personal protective equipment then failure to do so will be treated as gross misconduct which will usually result in dismissal.

### 5 Gifts and Hospitality

Our Anti-Bribery statement may be found in the appendix.

The acceptance of gifts and hospitality from applicants/award-holders, suppliers and potential suppliers must not give the appearance that the Trust or its staff may be unduly influenced in the decisions that they make in respect of applicants/award-holders, suppliers or in any other aspect of their work.

All gifts and hospitality given or received, of whatever value, must be entered in the Register kept by the management team.

The value of the hospitality should be relatively small and could not be perceived as excessive by the Charity Commission or the outside world. Gifts valued in excess of £50 should be included in the gifts and hospitality register. Staff should be aware of gifts that become disproportionately generous or regular, for example, gifts received from one organisation or provided to one staff member that exceed £100 in any 12-month period. No personal gifts of a value in excess of £50 should be accepted from an applicant, award-holder, collaborating organisation, potential collaborating organisation, supplier or potential supplier without the express permission of the Chief Executive.

Acceptance of hospitality, such as lunch or drinks receptions, should be kept within common sense limits and should always be authorised by the Chief Executive. Offers of hospitality must always be authorised by the Chief Executive.

You may also be instructed to return any gifts which your manager considers to be inappropriate, or to refuse to accept hospitality. Failing to obey such an instruction will be treated as misconduct.

Allowing gifts or hospitality to influence any purchasing/business decisions that you may make on behalf of the Trust or to otherwise influence the way in which you perform your duties is an act of gross misconduct which will usually result in dismissal.

It is also an act of gross misconduct to seek to influence any other person to behave in an improper way or to confer a business advantage on you or the Trust through the giving of any gift or hospitality.



## 6 Whistleblowing (Public Interest Disclosure) policy

We are committed to abiding by the law and maintaining high ethical standards in all areas of work and practice. In particular, the Public Interest Disclosure Act 1998 ("PIDA") creates a framework for workers who have genuine concerns about certain kinds of malpractice in connection with their workplace. As part of this commitment, we want to encourage our staff to report any malpractice or illegal acts or omissions (whether in the UK or elsewhere) by other staff, or former staff, using internal mechanisms for reporting.

The following list sets out some examples of malpractice:

- Unprofessional treatment of a customer by an employee.
- Criminal offences
- Defrauding the Trust
- A failure to comply with any legal or regulatory obligation
- A miscarriage of justice
- Endangering the health and safety of any individual
- Damage to the environment
- Breach of standing financial instructions
- Undeclared conflicts of interest (see also Conflicts of Interest Policy)
- Deliberate concealment of any of the above

This 'whistle-blowing' procedure is primarily for concerns where the interests of others or of the Trust are at risk. If something is troubling you which you think we should know about or investigate, you should implement the following procedure. If, however, you are aggrieved about your personal position, you are advised to use the Grievance Procedure, a copy of which is contained within this Handbook.

If you raise a genuine concern under this Policy, you will not be at risk of losing your job or suffering any form of retribution as a result. Of course, if you were maliciously to raise a matter, which you knew to be untrue, it would be likely to constitute gross misconduct, and would be dealt with under the Disciplinary procedure.

We will not tolerate the harassment or victimisation of anyone raising a genuine concern. However, we recognise that you may nonetheless want to raise a concern in confidence. We will not disclose your identity without your consent. If a situation arises where the concern cannot be resolved or the matter taken forward without revealing your identity (for example because your evidence is needed in court), we will discuss with you whether and how the matter can proceed.

However, if you do not tell us who you are when the matter is first reported, it will be much more difficult for the matter to be investigated, your position protected, or feedback given.

Accordingly, while we will consider anonymous reports, this Policy is not designed for concerns raised anonymously.

### 6.1 How to raise a concern

If appropriate, you should discuss your concerns with the Chief Executive or, if this is not felt appropriate, the Chair of the Trust or other Trustee. Such a first stage, informal approach will be treated

in the strictest confidence. It will not result in a report to anyone within the Dunhill Medical Trust without your agreement, except where the person to whom the concerns have been expressed believes that the issues raised are so serious that further action may be required.

## 6.2 Independent advice

Independent advice and support can be obtained from Protect (formerly known as "Public Concern at Work") (Independent Whistleblowing Charity):

Email address	<a href="mailto:whistle@protect-advice.org.uk">whistle@protect-advice.org.uk</a>
Telephone	Tel. 0203 117 2520
Website	<a href="http://www.protect-advice.org.uk">www.protect-advice.org.uk</a>

## 6.3 External contacts

If you feel the situation is so urgent or exceptional such that it is highly unlikely to be resolved internally, it might be appropriate for you to contact an external person or body. Legislation sets out a number of bodies ("prescribed persons") to which qualifying disclosures may be made.

These are listed by the Department for Business, Energy and Industrial Strategy and [may be found here](#).

You can also blow the whistle to a legal adviser or MP.

Disclosures to the Press will not be considered reasonable. They will constitute misconduct and we will be treated it a disciplinary matter in accordance with our Disciplinary Policy.

## 6.4 How matters raised under this policy will be dealt with

If you report a disclosure internally to an officer of the Dunhill Medical Trust, the need for confidentiality will be respected wherever possible, although any concern raised under this procedure will need to be properly documented.

We believe that all staff should feel able to put their name to the allegations which they raise, as concerns expressed anonymously are more difficult to investigate. If you raise a concern anonymously, depending upon the exact circumstances, it may nonetheless be possible for your identity to be deduced. If, contrary to this policy, you then suffer reprisals, it may be difficult to show that this was as a result of them raising a concern, i.e., it may not be possible to protect unidentified people.

The action taken in response to a disclosure will depend on the nature of the concern. By way of example, the matters raised may result in one or more of the following:

- No action required.
- Action being taken under other Trust's policies and/or procedures.
- An internal investigation under this policy.
- A referral to the police.
- A referral to the Trust's external auditors.
- A referral to the Charity Commission.
- An independent enquiry.

The responsible person to whom the disclosure is made will:

#### **6.4.1 Make a detailed record of the disclosure**

Ask you to provide a written statement describing the precise nature of the allegations.

Upon receipt of the written statement, decide whether any further action may be required. Where it is, they will refer it to the appropriate person and write to you within five working days of making that decision. In their letter, they will acknowledge receipt of the complaint, provide information on who it has been referred to and details of who you should contact if you have any further questions.

Where further action is required under this policy in relation to your complaint, this will typically, in the first instance, take the form of an internal investigation. A suitable panel will be convened by the Board of the Dunhill Medical Trust (as appropriate on a case-by-case basis). However, we may instead decide to arrange for suitably qualified independent professionals to undertake the investigation.

During the investigation, you may need to be called upon for interview. You will also be given appropriate updates of progress made during the investigation, whilst bearing in mind the need to respect the confidentiality of other workers as well.

#### **6.4.2 Once the investigation is complete:**

You will be given a prompt and thorough explanation about the result of the investigation and any action the Dunhill Medical Trust is likely to take as a result of it.

As any allegation under this policy should be reviewed by a panel appointed by the Board of Trustees, where the allegation is deemed to be of a serious nature, an appropriate report will be submitted to the Board of Trustees.

Any action which the investigator decides is required will be taken.

We recognise that there may be matters which cannot be dealt with internally and external authorities may need to become involved. Where this is necessary, we reserve the right to make such a referral without your consent.

Any employee who has a genuine reason for their disclosure should feel confident in bringing forward their concerns.

We will not tolerate any employee being subjected to a detriment as a result of their making a disclosure in good faith. In the event that you believe that you have been subject to a detriment by anyone within the Trust for this reason, you must inform the Chair of the Board of Trustees immediately and appropriate action will be taken to protect you from any reprisals.

If anyone should try to discourage you from coming forward to express a genuine concern, we will treat this as a disciplinary matter. In the same way, we will deal severely with anyone who criticises or victimises an employee or otherwise subjects them to a detriment for raising a concern.

However, if it should become clear that the procedure under this policy has not been invoked in good faith (for example, falsely or for malicious reasons or to pursue a personal grudge against another employee), this will constitute misconduct and it will be treated as a disciplinary matter in accordance with the Dunhill Medical Trust's Disciplinary Policy (see section 7).

Any employee who, in good faith, makes allegations that turn out to be unfounded will not be penalised for being genuinely mistaken.

## 7 Disciplinary procedures

We always try to deal with disciplinary issues fairly and promptly. This procedure sets out the framework under which allegations of misconduct will be investigated and considered. While the procedure set out in this policy will be appropriate in most cases, there may be situations in which it is not practicable to comply with a particular requirement of it.

When this happens, we will do our best to deal with the matter fairly and will pay particular attention to the need to give you every opportunity to explain your version of events.

**We reserve the right not to follow this procedure in full for staff who are within their first two years of employment with us.**

### 7.1 Definition of misconduct

Behaviour which is disruptive, disrespectful to colleagues, or which falls short of the requirements set out in this handbook will be treated as misconduct under the disciplinary procedure. While you would not usually be dismissed for a first offence, failure to remedy the behaviour or to adhere to required standards may ultimately lead to us dismissing you once we have given the appropriate warnings.

### 7.2 Definition of gross misconduct

Gross misconduct is behaviour which is fundamentally at odds with your duty to us and to your colleagues. In accordance with the disciplinary procedure, gross misconduct will usually result in dismissal without notice, or payment in lieu of notice, even in cases of a first offence.

It is not possible to list every example of gross misconduct which may arise, but the following provides an illustration of the sort of conduct that will fall into this category – some of which are then explained in more detail below:

- Theft.
- Fraud.
- Deliberate acts of discrimination or harassment.
- Refusal to carry out reasonable instructions.
- Violent or intimidating behaviour.
- Wilful damage to property.
- Reckless behaviour posing a risk to health and safety.
- Any act or omission constituting serious or gross negligence/or dereliction of duty.
- Recording audio and/or video of any meeting, conversation or discussion with another person or people without the express prior consent of the person or people being recorded.
- Any illegal act during working time or on Trust premises; and
- Any act described as gross misconduct elsewhere in this handbook.

### 7.3 Informal action

Most minor acts of misconduct can be dealt with informally through discussions between you and your line manager. This may consist of management guidance, or an informal warning given orally or in writing. These steps are an everyday part of the management process, and no formal procedure needs to be followed in respect of them.

Where informal action of this kind fails to resolve an issue, or where the misconduct alleged is considered too serious, then the matter will be dealt with formally under this procedure.

#### **7.4 Investigation**

If it is alleged that you have committed misconduct, an appropriate investigation will be carried out aimed at gathering all of the relevant evidence. You may be interviewed as part of this investigation and will have the opportunity to point the investigator towards any evidence that you feel is relevant.

The right to be accompanied (see below) does not apply to any investigatory interview.

#### **7.5 Suspension**

If an allegation of misconduct is made against you, then you may be suspended from your duties on full pay while the matter is being dealt with. We will make every effort to ensure that any period of suspension is kept as short as possible. The purpose of a suspension is either to allow an unhindered investigation to take place, or to protect the interests of the Trust and its staff.

During any period of suspension, you may be instructed not to contact other members of staff except for the purposes of preparing for any disciplinary hearing, where specific arrangements will be made with you.

This is not a disciplinary sanction and should not be seen as a predetermination of any disciplinary process.

#### **7.6 Hearing**

Once the investigation has been carried out, the investigating officer will make a decision about whether there is sufficient evidence to warrant a disciplinary hearing. If there is, you will be informed of this and an appropriate date for the hearing will be arranged. This will take place within normal working hours wherever possible.

To ensure that you have adequate time to prepare for the hearing, we will provide you in advance with a copy of all of the written evidence that will be considered at the hearing. In exceptional cases we may need to withhold the identities of certain witnesses or hold back sensitive items of evidence. This will only be done where it is considered necessary to protect individuals or the essential interests of the Trust and every effort will be made to ensure that you are given as much information as possible so that a fair hearing can be conducted.

You will be given sufficient notice of any hearing to allow you to prepare for it. While this will vary from case to case, we will generally try to give at least two days' notice of any hearing and, in complicated cases, a longer period of notice may be given.

The purpose of the hearing will be to consider the evidence gathered during the investigation and to consider any representations made by you or on your behalf. The hearing will be conducted by an appropriate manager who, wherever possible, has not previously been involved in the case and who was not responsible for carrying out the investigation.

## **7.7 The right to be accompanied**

You are entitled to be accompanied at any disciplinary hearing by a fellow employee or trade union official of your choice. We will provide any chosen companion with appropriate paid time off to allow them to attend the hearing. It is, however, up to you to arrange for a companion to attend the hearing.

If your chosen companion cannot attend on the day scheduled for the hearing, then we will agree a new date. This will usually be within 5 working days of the date originally scheduled. If your companion is not available within that timescale, then you may need to find someone else to take their place.

The companion's role is to advise you during the hearing and make representations on your behalf; it is not to answer questions for you. However, both you and your companion are required to co-operate in ensuring a fair and efficient hearing. The companion cannot answer questions on your behalf.

## **7.8 Disciplinary action**

### **7.8.1 Written warning**

After considering all of the evidence, including any submissions made by you or on your behalf, the manager conducting the hearing will decide on the outcome. If misconduct is found to have taken place, then the usual outcome will be a written warning which will be placed on your personnel file.

A warning will stay active for a period of one year, after which it will not be taken into account in any future disciplinary action.

### **7.8.2 Final written warning**

If, however a further instance of misconduct is found to have occurred (in accordance with this procedure) during the currency of a warning – or if any misconduct is considered to be serious enough to warrant it – then, subject to the formal process above being followed, you will be issued with a final written warning.

A final written warning will usually remain active for one year, but a longer period may be specified if the manager conducting the hearing feels that the circumstances warrant it.

If you are found to have committed further misconduct during a period covered by a final written warning will, following a hearing conducted in accordance with this procedure, generally be dismissed.

### **7.8.3 Dismissal**

You will not normally be dismissed under this procedure for a single instance of misconduct unless a final written warning is already in place. However, where gross misconduct is found to have occurred then dismissal without notice or payment in lieu will be the usual outcome.

Gross misconduct is misconduct that is so serious that it fundamentally undermines the relationship between employer and employee. If you are accused of gross misconduct this will be made clear when you are invited to a disciplinary hearing. A wide range of behaviours can amount to gross misconduct but the most common involve dishonesty, violent or aggressive

behaviour, the wilful destruction of Trust property or a deliberate refusal to obey a reasonable instruction.

#### **7.8.4 Appeal**

You may appeal against the outcome of a disciplinary hearing by doing so in writing stating your full grounds of appeal within one week of being notified of the outcome. The person to whom an appeal should be directed will be detailed in the disciplinary outcome letter. An appeal hearing will be convened and conducted by an appropriate member of the Board of Trustees.

The appeal will consider any grounds the employee chooses to put forward and they will have the same right to be accompanied as at a disciplinary hearing. The result of the appeal hearing will be final.



## 8 Performance improvement procedures

It is in everybody's interest for all of our staff to perform well at their jobs and we aim to ensure that they are given the support needed to ensure that they do so. Where there are issues with performance then you should receive feedback from your manager setting out any concerns. Discussions should take place about how that performance can be improved. This procedure is designed to be used when such informal discussions do not lead to your performance improving to an acceptable level.

Where a member of staff's poor performance is believed to be the result of deliberate neglect, or where serious errors have been made to the detriment of the Trust then it may be more appropriate to use the disciplinary procedure. Which procedure to use shall be at the discretion of the Trust.

**We also reserve the right not to follow this procedure in full for staff who are within their first two years of employment with the Trust.**

### 8.1 The right to be accompanied

You are entitled to be accompanied at any formal meeting held under this procedure by a fellow employee or trade union official of their choice. We will provide any chosen companions with appropriate paid time off to allow them to attend the meeting. It is, however, up to the employee in question to arrange for a companion to attend the meeting.

If your chosen companion cannot attend on the day scheduled for the meeting, then the Trust will agree a new date. This will usually be within 5 working days of the date originally scheduled. If your companion is not available within that timescale, then you may need to find someone else to take their place.

The Companion's role is to advise you during the meeting and make representations on your behalf. However, both you and your companion are required to cooperate in ensuring a fair and efficient meeting. The companion is not entitled to answer questions on your behalf.

### 8.2 Stage One

Your manager will inform you of the nature of the problem and confirm this in writing.

You will be invited to a meeting to discuss the issues raised by the manager's concerns. The meeting will be conducted by your line manager and will consider any representations the employee may make about their performance, whether it needs to be improved, and if so, what steps can be taken to help the employee reach the appropriate level.

Following discussion of the problem, the line manager may choose to:

- take no further action;
- refer the matter for investigation under the disciplinary procedure; or
- issue a written warning and Performance Improvement Plan which will remain current for a period of 12 months.

### 8.3 Performance improvement plan

A Performance Improvement Plan (PIP) is a series of measures designed to help improve the employee's performance. Each measure will ideally be agreed with the employee, though the Trust reserves the right to insist on any aspect of the PIP in the absence of such agreement.

Each PIP will be tailored to the particular situation, but will contain the following elements:

- **Timescale:** the overall timescale in which the necessary improvement must be achieved will be set out, together with the timescale for reaching individual milestones where appropriate.
- **Targets:** The PIP will specify the particular areas in which improvement is needed and set out how and on what criteria your performance will be assessed. Where appropriate, specific targets will be set which will need to be achieved either by the end of the plan or at identifiable stages within it.
- **Measures:** The PIP will specify what measures we will take to support you in improving your performance. Such measures may include training, additional supervision, the reallocation of other duties, or the provision of additional support from colleagues.
- **Feedback:** As part of the PIP, you will be given regular feedback from your line manager indicating the extent to which you are on track to deliver the improvements set out in the plan.

If at any stage we feel that the PIP is not progressing in a satisfactory way, a further meeting may be held with the employee to discuss the issue. As a result of such a meeting we may amend or extend any part of the plan.

### 8.4 Review

At the end of the PIP your performance will be reviewed. If satisfactory progress has been made you will be notified of this fact in writing. If your manager feels that progress has been insufficient, then they may decide to extend and/or amend the PIP to such extent as seems appropriate. Alternatively, the manager may refer the matter to a meeting under Stage Two of this procedure.

Following the successful completion of a PIP your performance will continue to be monitored. If at any stage during the lifetime of the first written warning your performance again starts to fall short of an acceptable standard, your line manager may decide to institute stage two of this procedure.

### 8.5 Stage Two

If a PIP has not led to sufficient improvement in your performance, you will be invited to attend a formal performance management hearing. The invitation will set out the respects in which your line manager believes that your performance still falls short of an acceptable standard.

The hearing will be conducted by the Chief Executive, accompanied by your line manager. If the Chief Executive is your line manager, then the hearing will be conducted by a member of the Board of Trustees.

At the hearing, you will be given an opportunity to respond to any criticism of your performance and to make representations about any aspect of the way in which the process has been managed.

If the hearing concludes that reasonable steps have been taken which should have allowed, you to perform to an acceptable standard but that these measures have not worked then a formal final

warning may be issued. The warning will explain the nature of the improvement which is required in your performance and state that the improvement must be immediate and sustained. It will also explain that if this improvement does not take place, then you may be dismissed. Where it is appropriate, the warning may be accompanied by an extended or revised PIP.

The warning will remain current for a period of 12 months, after which time it will cease to have effect.

### **8.6 Stage Three**

If you have been issued with a warning under Stage Two which remains current, and the appropriate manager believes that your performance is still not acceptable then the matter may be referred to a further performance management hearing.

You will be informed in writing of the grounds of which the hearing is being convened and in particular you will be told of the respects in which your performance continues to fall below an acceptable standard.

The hearing will be conducted by the Chief Executive accompanied by your line manager. If the Chief Executive is your line manager, then the hearing will be conducted by a member of the Board of Trustees.

At the meeting you will be able to respond to any criticisms made of your performance and make representations about how the situation should be treated.

The person conducting the meeting may take such action as is judged appropriate up to and including a decision to dismiss you.

Any dismissal under this procedure will be with notice or payment in lieu of notice and the decision to dismiss together with the reasons for dismissal will be set out in writing and sent to you.

### **8.7 Appeals**

You may appeal against any decision taken under this procedure. The appeal should be submitted in writing stating your full grounds of appeal within one week of the action complained of. An appeal hearing will then be convened to consider the matter. Any PIP that is in force, together with any measures or objectives included within it, will continue in place during the appeal process.

The outcome of the appeal will be confirmed to the employee in writing explaining the grounds of which the decision was reached. The outcome of the appeal will be final.

### **8.8 Redeployment**

There may be circumstances in which it becomes clear that you would be better suited to a different role within the Trust. However, any offer to redeploy you will be entirely at the Trust's discretion and will only be made when we are confident that you will be able to perform well in the redeployed role and where there is a suitable available vacancy.

Redeployment may be offered as an alternative to dismissal where we are satisfied that you should no longer be allowed to continue to work in your current role. While you are free to refuse any offer of redeployment, the only alternative available in these circumstances will usually be dismissal.

## **9 Grievance procedures**

We aim to be responsive to concerns raised by our staff and if you are unhappy with something affecting you at work you are encouraged to raise this with your line manager. If that is not possible then you should speak to the Chief Executive who will try to assist you in resolving any issue you may have. If you feel unable to speak to the Chief Executive, then you should approach the Chair of the Board of Trustees.

The following procedure is designed to be used when these informal attempts to resolve any dispute have not been successful.

Examples of issues that could be dealt with under the grievance procedure include:

- terms and conditions of employment;
- health and safety;
- work relations;
- bullying and harassment;
- new working practices;
- working environment;
- organisational change; and
- discrimination.

The Grievance Procedure should not be used to complain about issues which do not directly relate to, or impact on, you and your work/ working environment.

The Grievance Procedure should not be used to complain about disciplinary action, reasonable action taken under the Performance Management Procedure or Sickness Absence Procedure. Any such complaints should be dealt with under the relevant appeal procedure.

### **9.1 Raising a grievance**

If you feel that the matter needs to be raised formally you should raise a grievance by making a written complaint, stating that it is being made under this procedure. You should give as much information about your grievance, including any relevant dates and times, as you can, so as to allow for any investigation into your concerns to take place.

We would expect you to raise any grievance as soon as possible and, in any event, unless in exceptional circumstances, no later than 6 months after the occurrence of the issue complained of.

A grievance will normally be dealt with by your line manager and should be addressed to them directly. Where the grievance is directly concerned with your line manager's behaviour, however, you should submit your grievance to either the Chief Executive, or, if it concerns the Chief Executive's behaviour, to the Chair of the Board of Trustees who will arrange for somebody who is not directly involved in the issue to deal with it.

### **9.2 Grievance hearing**

A grievance hearing will then be arranged so that you can explain the issue and suggest how it can be resolved. There may be some cases where your grievance can be dealt with in writing, subject to your

agreement. You will have the right to be accompanied by a fellow member of staff or trade union official to any grievance hearing. The person conducting the hearing will consider what you have said and may either deal with the matter immediately or decide to carry out further investigations. In that case the hearing will be adjourned until the investigation has been completed.

Once the investigations are concluded, if new information comes to light, if it is considered appropriate, you may be invited to a reconvened meeting, to have the opportunity to consider and respond to the findings of the investigation. Following this a decision on the outcome of your grievance will be made.

### **9.3 Allegations of misconduct**

Where you are making allegations of misconduct on the part of other member of staff, then we may need to carry out an investigation into the allegations and pursue the matter through the disciplinary procedure. Where this happens, the grievance will be held over until the disciplinary process has been concluded and it may not be possible for us to provide you with specific detail in relation to what disciplinary action, if any, has been taken.

### **9.4 Relationship with other procedures**

Where your grievance relates to the conduct of other procedures such as the disciplinary or performance management procedures, then we may choose to either delay the consideration of the grievance until that procedure has been completed or to deal with the grievance in the course of that procedure or by way of appeal if that appears to be a fairer or more straightforward way of dealing with the issue.

### **9.5 Appeals**

If you are dissatisfied with the outcome of a grievance, then you may appeal. You should submit your appeal in writing stating your full grounds of appeal within one week of being informed of the outcome of your grievance. Your appeal should be directed to the person named in the grievance outcome letter. An appeal hearing will then be convened and conducted by an appropriate member of the senior management team. You will have the right to be accompanied at the appeal by a fellow member of staff or trade union official. The outcome of any appeal will be final

## WELLNESS AT WORK

### 10 Sickness absence management

#### 10.1 Introduction

We aim to encourage all our staff to maximise their attendance at work while recognising that you will from time to time, be unable to come to work because of ill health.

Whilst we understand that there will inevitably be some sickness absence among our staff, we must also pay due regard to our operational needs. If you are persistently absent from work, this can damage efficiency and productivity, and place an additional burden on your colleagues.

By implementing this policy, we aim to strike a reasonable balance between the pursuit of our operational needs and the genuine need of staff to take time off work because of ill health.

#### 10.2 Reporting sickness absence

If you are too ill to come into work, you should personally inform your line manager of this fact as soon as possible and in any event by no later than midday on the first day of absence. In exceptional circumstances where you are unable to contact your manager yourself (for example, because of hospitalisation), another person such as a friend or relative can contact us on your behalf.

You should provide a clear reason (i.e., the nature of the illness or injury) why you cannot attend work and estimate how long you think the absence will last. It is also important that you be prepared to briefly discuss any consequences of your absence, for example if meetings need to be cancelled or any essential work needs to be covered so that appropriate arrangements can be made.

#### 10.3 Unauthorised absence

If you do not report for work and have not contacted us to explain the reason for your absence, we will try to contact you. If we are unable to reach you, we may contact your next of kin. This should not be treated as a substitute for reporting sickness absence.

If you do not tell us about your sickness absence using this reporting procedure, it will be treated as unauthorised absence and cases of unauthorised absence will be dealt with under our Disciplinary Procedure.

#### 10.4 Keeping in contact during sickness absence

It can sometimes be difficult to determine how long your period of absence is likely to last. If your absence extends beyond one day, you should keep your line manager informed of your progress. If you do not know what date you expect to return to work, you must contact your line manager every day (unless otherwise agreed) to provide an update.

If you are absent due to ill health you should expect to be contacted from time to time in order to discuss your wellbeing, expected length of continued absence from work and any areas of your work that require attention. Such contact is intended to provide reassurance and will be kept to a reasonable minimum.

## **10.5 Falling ill at work**

If you come to work but need to leave during the day because of ill health, you should inform your manager before leaving work. If your manager is unavailable, you should inform the next most appropriate person within the team.

Sickness absence that begins part way through the day will count as one full day's sickness absence if you leave work before completing 50% of your working day. Where sickness absence begins after you completed 50% of the working day, this should be recorded as half a day's absence.

## **10.6 Evidence of incapacity**

### **10.6.1 Self-certification of sickness absence**

If sickness is for seven calendar days or less, upon your return to work/at a return-to-work meeting, you may be asked to complete a self-certification form, setting out the dates of absence and the nature of the illness or injury.

### **10.6.2 Statement of fitness for work (fit note)**

Where your absence lasts longer than seven calendar days, you will be required to provide a fit note/statement of fitness for work. As well as being issued by doctors, fit notes can be issued by nurses, occupational therapists, pharmacists and physiotherapists who have assessed your fitness for work. Fit notes cannot be issued on request or via over-the-counter services without an assessment.

A fit note may state that you are:

- **"not fit for work"**, in which case you should remain off work; or
- **"may be fit for work"**, if the healthcare professional's recommendations are followed (for example, a phased return, amended job duties, altered hours of work, or workplace adaptations).

Where we are concerned about the reason for absence, or the level of frequent short-term absence, we may require a fit note for each absence regardless of duration. In such circumstances, we will cover any reasonable costs incurred in obtaining such medical certificates, for absences of a week or less, on production of a doctor's invoice.

### **10.6.3 Medical reports**

We reserve the right to apply for a medical report or request that you attend a medical examination by a nominated doctor or other specialist.

The purpose of a medical report will be to gather information about your medical condition and its probable effect on your future attendance at work or ability to do your job. A medical report may be obtained in circumstances such as persistent instances of short-term illness, one long period of illness or to ensure you are fit to return to work.

You have certain rights under the Access to Medical Reports Act 1988. If we find it necessary to obtain a medical report concerning your fitness for work or any other relevant matter, you will



be asked for your written consent. At the time of the request for consent, you will be advised of your rights under the Act.

### **10.7 Payment for absence due to sickness**

Unless otherwise stated in your contract of employment, payment for sickness absence under both statutory and contractual schemes is subject to you:

- having followed the 'sickness absence reporting procedures as outlined above; and
- providing the appropriate evidence of incapacity (self-certification/statement of fitness to work).

#### **10.7.1 Statutory Sick Pay (SSP)**

Eligible staff will receive SSP for absence on the days that they would normally work.

SSP is payable from the fourth 'qualifying day' (the days you normally are required to work). The first 3 qualifying days are called 'waiting days' and are unpaid. SSP is payable for up to 28 weeks.

#### **10.7.2 Enhanced Sick Pay**

Provided that we receive notification and certification as detailed above and following the successful completion of your probationary period (including any extension) entitlement to Enhanced Sick Pay will be according to the following:

In any rolling 52-week period:

- 26 weeks at your normal basic rate of pay
- 26 weeks at 50% of your normal basic rate of pay

For the avoidance of doubt, when payment of Enhanced Sick Pay is made, it will be inclusive of any SSP entitlement i.e., you are not entitled to both.

The calculation of Enhanced Sick Pay will take into account any previous payments of Enhanced Sick Pay made in the 12 months immediately prior to the first day of the current sickness absence.

The Trust reserves the right to withhold payment of Enhanced Sick Pay if you fail to comply with our absence procedures.

### **10.8 Group Income Protection**

We provide Group Income Protection (GIP) to all permanent staff between the ages of 16 and the day before the State Pension Age. Entry is immediate upon commencement of employment.

If an employee has been unable to work for 26 consecutive weeks, they may be eligible to receive a monthly benefit equivalent to approximately 50% of their salary through the Group Income Protection Scheme. Full details of the scheme will have been provided to you at employment commencement and can be found in the Staff Benefits Handbook. You should address any further queries to the Chief Executive.

## **10.9 Return-to-Work Meetings**

You will be required to attend a return-to-work meeting after any period of sickness absence. The purpose of the meeting is to check on your general health and wellbeing, to catch up with regards to anything that you may have missed, and to discuss whether there are any concerns in respect of absence levels.

Where your doctor has provided a certificate stating that you "may be fit for work" we will usually hold a return-to-work interview to discuss any additional measures that may be needed to facilitate your return to work, taking account of your doctor's advice.

We are committed to helping our staff return to work from long-term sickness absence. As part of our sickness absence meetings procedure, we will, where appropriate and possible, support returns to work by:

- obtaining medical advice.
- making reasonable adjustments to the workplace, working practices and working hours;
- considering redeployment; and/or
- agreeing to a return-to-work programme with everyone affected.

## **10.10 Benefits to help and support your health and wellbeing**

To promote and support your physical and mental wellbeing, we provide a range of discretionary benefits which include access to online health and wellbeing tools and confidential employee assistance helplines.

### **10.10.1 Health Cash Plan**

Eligible staff can benefit from a Health Cash Plan. These work by reimbursing you for out-of-pocket health care costs such as dental treatment, optical care, physiotherapy, discounted gym membership and more. You will also have access to a range of online wellbeing tools together with confidential health and stress related helplines. Full details of the scheme will be provided to you on joining us and can be found in the Staff Benefits Handbook.

### **10.10.2 Employee Assistance Programmes**

Where your ill health absence is caused by underlying welfare issues, we will encourage you to use the Employee Assistance Programme and may refer you to other organisations which may be able to provide support.

All staff have access to the YuMatter Employee Assistance Programme (EAP). The EAP is a mental and emotional support service, with 24/7 live answer by a clinician, as well as short-term counselling and life coaching. It provides support with mental, financial and professional wellbeing.

Contact [support@yulife.com](mailto:support@yulife.com) for further information.

Independent and confidential health and stress related helplines are also provided by Medicash, our Health Cash Plan provider, and can be accessed via telephone on 0345 565 1851 or by visiting visit [www.medicash.org/wellness](http://www.medicash.org/wellness) (Username: Medicash).

### **10.11 Disability and reasonable adjustments**

We are committed to making reasonable adjustments to your duties or working arrangements where you would otherwise suffer a disadvantage arising from any disability.

In order to make appropriate adjustments, we need to know about any disability you may have. Should you feel that you may require an adjustment in this regard, you should discuss the situation with your line manager. Any such discussions will be in the strictest confidence although when an adjustment is made it may be necessary to inform other staff of the reason for this. The extent to which details of any disability will be discussed with your colleagues will be agreed as part of the process of making the adjustment itself.

The purpose of any adjustment will be to ensure that you can work effectively in an appropriate role and on appropriate terms and conditions. We are not obliged to maintain your level of pay if hours are reduced or you are moved to a less senior role as a result of any adjustment. Nor will we agree to an adjustment which is not cost effective and practical for the work of the Trust.

### **10.12 Time off to attend Medical Appointments**

We recognise that you will from time to time need to attend medical, hospital, dental, optician and other similar appointments. Whenever it is possible to do so, you should endeavour to arrange such appointments in your own time or, if this is not possible, then at times that will cause the minimum amount of absence from work or inconvenience to your colleagues.

However, we recognise it is not always possible or practical to arrange medical or other similar appointments outside working hours and it is our policy to allow you to take reasonable time off work for such appointments. While strictly, time off to attend medical appointments will normally be unpaid (save for where payment is in accordance with statutory requirements, e.g., antenatal appointments), we will endeavour to be flexible in this regard.

You must obtain approval from your line manager in advance of any appointment. You may be required to provide evidence of any appointment for which time off is needed.

### **10.13 Non-medical required absence**

If you decide to undertake some form of medical treatment that requires time off but is not deemed a health issue (i.e., cosmetic surgery etc), we reserve the right to pay SSP only.

### **10.13 Phased return to work**

As you recover from illness or injury it may be possible for you to undertake a limited range of duties as a preparation for returning to normal work. We will try whenever appropriate in light of medical advice to allow for a phased return to work from any long-term illness. This may involve reducing your hours, or the scope of your duties or both. The purpose of a phased return, however, is to provide a bridge between sickness absence and normal working and so any such arrangements will be time-limited and will not normally extend over more than three months.

#### **10.14 Alternative work**

We may consider agreeing changes to your duties or other working arrangements when it becomes clear that due to sickness or injury you will not be able to return to normal working. Any such changes will be subject to our operational needs and there is no guarantee that permanent arrangements of this sort will be possible.

Where duties or working hours are varied in this way then the job being done by you will need to be reassessed to determine the appropriate level of remuneration. This will then need to be agreed you. If an agreement is not reached, then we may need to proceed to dismissal in accordance with the procedure for long-term sickness absence.

## **11 Absence Management Procedure**

### **11.1 Persistent short-term absence**

We recognise that most people will have some short-term sickness absence from time to time. However, frequent and persistent absences from work can damage efficiency and productivity and place an additional burden of work on your colleagues. Therefore, it is essential that frequent absence is managed promptly.

The Chief Executive monitors sickness absence via a log on a rolling 52-week period and reviews it periodically to highlight where potential problems may be occurring. If there are concerns, you will be invited to attend a meeting to discuss your attendance.

The meeting will usually be conducted by your line manager, and you will have a right to be accompanied by a fellow employee or a trade union official on the same basis as set out in the performance management procedure. At the meeting, we will discuss the level and frequency of absence and review the reasons for each period of absence. Where there is any indication that the absences are caused by an underlying medical condition then the matter may be dealt with under the procedure for long-term absence set out below. We may also seek medical evidence from either your GP/consultant or an occupational health specialist in which case the meeting will be adjourned for a report to be obtained.

Subject to any medical evidence, the manager conducting this first-stage meeting may decide to issue a warning setting out our expectations regarding attendance and indicating the level of improvement needed. A review period will normally be set which may range from one month to 12 months depending on the circumstances.

If your attendance does not improve to the extent required, you may at any stage in the review period be invited to attend a second-stage meeting to discuss the matter. The meeting will again be conducted by the line manager, and you will be entitled to be accompanied by a fellow employee or trade union official. This meeting may result in an extension of the review period, or the issuing of a final written warning requiring your attendance to improve and setting out the level of improvement required over a specified period of up to one year.

If you do not meet this standard and there is no underlying condition where reasonable adjustments would assist you in being able to attend work, this could ultimately result in dismissal. A final meeting will be convened which shall be conducted by a manager with appropriate authority to dismiss and we will consider any representations made by you or on your behalf. Again, you will have the right to be accompanied by a fellow employee or trade union official.

Any dismissal arising out of this meeting will be with notice.

There is a right of appeal against a decision to dismiss which must be exercised within five working days of the decision being communicated.

## **11.2 Long term sickness**

As a guide, long term absence is any absence which lasts or is expected to last over 12 weeks. In all cases of long-term absence, it is essential for us to maintain contact with you.

Where you are absent for an extended period – or it is clear that your absence is likely to continue for some time –we will want to investigate the prospects for your return and consider what actions can be taken to help you to do so. The extent to which we can continue to accommodate your absence will depend on a range of factors, including your role and the needs of the Trust at the time.

We may seek medical advice as to the employee's condition either from the appropriate professionals caring for the employee or from a specialist occupational health practitioner. The focus will be on ascertaining when you will be able to return to work and what steps we can take to enable this to happen.

You are not obliged to consent to any medical reports or records being shared with us as part of this process. However, in the absence of medical evidence we will have to work on the basis of what information IS available in reaching its decision.

One or more meetings will be arranged with you to discuss your condition, the prospects for any return to work, and whether there is anything more we can be done to help. You will be entitled to be accompanied at the meeting by a fellow member of staff or trade union official.

Every effort will be made to make suitable arrangements for the meeting to allow you to attend. Where you are simply too ill to take part in the process, however, we may proceed to dismissal in the absence of a meeting taking into account any representations made on your behalf.

Where it appears that you will be unable to return to work within a reasonable time frame then we may need to consider dismissal. Any dismissal will be with notice.

There is a right of appeal against a decision to dismiss which must be exercised within five working days of the decision being communicated. You should submit your appeal in writing stating your full grounds of appeal.

**We reserve the right not to follow these procedures in full for staff who are within their first two years of employment with us.**

## **12 Alcohol and substance misuse policy**

The health, safety and welfare of all of our staff and those affected by our activities is paramount. We will take all reasonable steps to reduce, if not eliminate, the risk of injuries or incidents occurring due to individuals suffering from the effects of alcohol or substance misuse. This policy applies to all staff and all persons coming onto our premises.

You are expected to arrive at work fit to carry out your jobs and to be able to perform your duties safely without any limitations due to the use or after-effects of alcohol, drugs or other substances (whether prescribed, over the counter or illegal).

### **12.1 Prescription medication**

If you are prescribed medication, you must seek advice from your GP or pharmacist about the possible effect on your ability to carry out your job and whether your duties should be modified, or you should be temporarily reassigned to a different role. If so, you must tell your line manager without delay.

### **12.2 Alcohol and substance misuse at work**

Misuse of alcohol and other substances can lead to reduced levels of attendance, reduced efficiency and performance, impaired judgement and decision making and increased health and safety risks, not only for the individual but also for others. Irresponsible behaviour or the commission of offences resulting from the misuse of alcohol or drugs may damage our reputation and, as a result, our ability to carry out our charitable mission.

Drinking of alcohol by staff in the workplace or on Trust business other than reasonable drinking of alcohol in connection with approved social functions is prohibited. We regard drinking to an "unreasonable level" as any of the following situations:

- The individual's performance is impaired. This may be at less than the legal limit stipulated for driving.
- The individual's behaviour may cause embarrassment, distress or offence to others.

We will take all reasonable steps to prevent staff carrying out work-related activities if they are considered unfit/unsafe to undertake the work due to alcohol consumption or substance misuse.

The use of any illegal substances (including psychoactive substances, including those formerly known as "legal highs") or any prescription drugs that have not been prescribed to you personally is strictly prohibited.

It is a criminal offence to be in possession of, use or distribute an illicit substance and to produce, supply or possess with intent to supply psychoactive substances. If any such incidents take place on our premises or at a Trust function, they will be regarded as serious, and following investigation, may lead to disciplinary action and possible reporting to the police.

No member of staff under the Trust's control shall, in connection with any work-related activity:

- report, or endeavour to report, for duty having consumed alcohol or substances likely to render them unfit and/or unsafe for work;

- consume or be under the influence of alcohol or illicit substances while on duty unless, in the case of alcohol, with the agreement of line management for the purposes of official Trust entertaining;
- attempt to sell alcohol or sell or give any illicit substances to any other employee or other person on our premises.

### **12.3 Management of suspected substance misuse**

If we have reason to believe that you are suffering the effects of alcohol or substance misuse, for example, due to deterioration in your work or behaviour, they may invite you to an investigatory interview.

The purpose of the interview is to:

- discuss the reason for the investigation and seek your views on, for example, the deterioration of your work performance and/or behaviour; and
- where appropriate, to offer to refer you for medical and/or specialist advice.

If, as the result of the interview, we continue to believe that you are suffering the effects of alcohol or substance abuse the matter may be dealt with under our Disciplinary Procedure.

We may ask for your consent to approach your GP for advice. A report will be sent to your manager who will then reassess the reasons for their investigatory meeting with you and decide on the way forward.

### **12.4 Providing support**

If you notice a change in a colleague's pattern of behaviour you should encourage them to seek assistance through their line manager. If they will not seek help themselves, you should draw the matter to the attention of your manager (or a member of the Board of Trustees). You should not attempt to cover up for a colleague whose work or behaviour is suffering because of an alcohol or drug-related problem.

If you believe that you have an alcohol or substance misuse problem, you should seek specialist advice and support as soon as possible. Alcohol and substance misuse problems may develop for a variety of reasons and over a considerable period of time. We are committed, in so far as possible, to treating these problems in a similar way to other health issues.

Support will be provided where possible with a view to supporting a full recovery, allowing a return to work and the full range of your duties. This may include:

- referral to appropriate treatment providers, where necessary in conjunction with your GP;
- time off work to attend treatment recommended; or
- adjusting your duties or providing other support during treatment and for an agreed period thereafter, subject to operational requirements and feasibility.

If you do not finish a programme of treatment (either because the treatment provider ceases to support you or because you stop attending) or your recovery and return to work does not happen as anticipated at the outset of a course of treatment, we will meet with you to decide what further action should be taken.



## **12.5 Confidentiality**

We aim to ensure that the confidentiality of anyone experiencing alcohol or substance misuse problems is maintained appropriately. However, it needs to be recognised that some degree of information sharing is likely to be necessary.

If you seek help with an alcohol or substance misuse problem directly from without the knowledge of your manager the matter will be treated confidentially unless maintaining confidentiality could put you, your colleagues or anyone else at risk. In those circumstances will encourage you to inform your manager and give you sufficient time to do so before sending them a written report advising of any potential risks.

## **12.6 Performance and disciplinary issues**

If, having acknowledged an alcohol or substance misuse problem, you undertake treatment and/or rehabilitation, any related performance or disciplinary action may be suspended pending the outcome of the treatment.

Our intention is to support all staff with alcohol or substance misuse problems to regain good health. Depending on the progress made on the course of treatment, any disciplinary action may be suspended for a specified period, discontinued or continued. However, failure to accept help or continue with treatment could render you liable to normal disciplinary procedures.

## **12.7 Searches**

We reserve the right to conduct witnessed searches for alcohol or illicit substances, including, but not limited to, witnessed and documented searches of filing cabinets and desks and packages sent to our address which are on our premises.

Any alcohol or illicit substances found as a result of a search will be confiscated and disciplinary action may result.

## **12.8 Drug screening**

Upon our request and at our expense, drug screening may be conducted by an external provider. Arrangements will be discussed with affected members of staff at the start of each screening programme.

## FAMILY FRIENDLY AND WORK-LIFE BALANCE POLICIES

### 13 Hybrid Working Policy

We are committed to supporting our staff in being able to achieve a positive balance between work and personal commitments such as caring responsibilities, leisure activities, further learning and/or other personal interests.

By adopting a flexible approach to hybrid working, we believe this will support our staff in maintaining a healthy work/life balance and will also have a positive impact on our overall efficiency and productivity.

This policy sets out our approach to hybrid working arrangements but there are many other forms of flexible working. Any hybrid working arrangements permitted in accordance with this policy do not impact your statutory right to request flexible working. If you have 26 weeks' service with us, you retain the right to make a formal request for flexible working, whether or not hybrid working is available for your role. Please see our [Flexible Working Policy](#) set out in section 14 for more information.

#### 13.1 What is hybrid working?

Hybrid working is intended to be a flexible working arrangement which allows you to split your time between attending the workplace and an agreed remote working location such as your home or another office location in the UK.

Hybrid working is currently available to all members of staff.

There is no obligation on staff to adopt a hybrid working pattern or to work from home.

Regular reviews will take place both at the organisational level and with individuals as part of their performance development reviews to ensure that any hybrid working arrangements continue to meet our operational needs and those of individual members of staff and we reserve the right to amend or withdraw this policy at any time.

#### 13.2 Conditions necessary for hybrid working

We understand that our staff may choose a hybrid/home working arrangement in order to make caring responsibilities easier to perform. However, save for in exceptional circumstances such as a pandemic-related "lockdown", (in which case you should discuss this with your line manager), you are responsible for ensuring that your work is unhindered by domestic concerns and that suitable care arrangements are in place to allow you to work during the scheduled working times.

It is your responsibility to ensure that you have a suitable workspace at your remote working location with adequate lighting for working.

It is your responsibility to evaluate the terms of your mortgage, lease or rental agreement to ensure that working from home does not breach any of the terms.

It is your responsibility to inform your bank, mortgage provider or landlord that you are working from your home address and seek any necessary approval before commencing hybrid working.

You are also required to ensure that your home insurance policy covers working from home and covers any equipment supplied by us. It is your responsibility to check your home insurance policy before commencing hybrid working and to inform your home and contents insurance provider of your working arrangements as required.

### **13.3 Arrangements whilst working remotely**

Staff working remotely are in a position of trust and are expected to be available and working during their normal contractual hours (unless agreed otherwise in advance by their line manager); therefore, undertaking non-work-related activities during your working hours is not permitted.

You must ensure that you are able to comply with the requirements of the Trust's policy on Mobile Computing and Remote Working. Data security, confidentiality and privacy remain paramount, and staff should ensure that confidential documentation is securely stored and disposed of to the same standard as would be applied if they were in the office. If you require special storage and disposal facilities, the cost will be met by the Trust.

Members of staff may choose to base themselves anywhere in the UK but should be prepared to travel, at their own expense, to any meeting required of them, unless otherwise agreed.

Any agreed hybrid working arrangement is subject to the requirement for you to attend the workplace on our reasonable request to accommodate operational needs, such as to attend training or meetings and as set out below:

- It is expected that, while working from home, you will be contactable between the core hours of 09.30 and 15.30 (unless otherwise agreed as part of a wider flexible working arrangement).
- The Trust's formal governance meetings (meetings of the Board and its Committees) will be held in hybrid form. It is expected that staff will attend the majority of these meetings in person, but it is understood that sometimes this will not be possible/practical or efficient to do so, in which case they will be required to attend virtually.
- At least one informal virtual team meeting will be held each week to enable staff to meet and spend time with colleagues and it is expected that all staff will attend.
- At least one formal staff meeting will take place per month at the office, and it is expected that all staff will attend in person unless it is not possible, practical or efficient to do so, in which case virtual attendance will be acceptable

When working remotely, you must keep in regular contact with your line manager to ensure that updates on the work being undertaken are discussed and agreed.

Line managers are expected to review formally any flexible working arrangements with their staff at their regular performance reviews which should include exploring how staff are maintaining healthy boundaries between work and home responsibilities and maintenance of a healthy work environment, as well as their ability to deliver their required objectives.

You continue to be subject to the same performance measures, processes and objectives that would apply if you worked on our office premises. If performance concerns are raised with you either formally or informally or you are subject to a written warning for any reason your hybrid arrangements may be terminated immediately, and you will be expected to return to work at our office premises.

You must continue to comply with the absence reporting policy whether working from home or in the office.

#### **13.4 Equipment and financial assistance**

Where equipment has been provided by us such as mobile phones/laptops that can be used when working from home, it must continue to be used for work-related purposes only and must not be used by any other member of your household or third party at any time or for any purpose.

We will meet the cost of provision of all necessary equipment to enable staff to work from home. The necessity of the equipment will be informed by the “hybrid worker assessment” (see below), relevant legislation and the needs of the job.

However, we are not responsible for the associated costs of you working from your remote working location (unless you have a remote working contract which requires you to work from home), including the costs of heating, lighting, electricity, broadband internet access, mobile or telephone line rental or calls.

We are not responsible for the provision, maintenance, replacement, or repair in the event of loss or damage to any personal equipment used by you when working for us.

#### **13.5 Hybrid worker assessment**

We will arrange and pay for a “hybrid worker assessment” of your personal workspace at home. The assessment will be carried out by an external agency, and we will support you to comply with its recommendations. If you are found not to be complying with the recommendations having been offered support to do so, we reserve the right to terminate your home-working arrangement.

#### **13.6 Health and safety at home**

When working at home you must comply with the same health and safety duties as other staff working on our office premises. You must take reasonable care of your own health and safety and that of anyone else in your home who might be affected by your actions and omissions. You must attend and/or complete the relevant health and safety training/courses and undertake to use all equipment safely.

We retain the right to conduct risk assessments and to check your home work areas for health and safety purposes. The need for such inspections will depend on the circumstances including the nature of the work undertaken.

We ask you to be mindful that you are not overworking - "downtime" from work is essential.

To help maintain your wellbeing, please make sure that you take adequate rest breaks:

- Take a lunch break each day.

- Even if you are busy, it is essential that you find the time to take a break of at least 20 minutes during each working day that lasts more than six hours.

We encourage you to let us know if they have any concerns, have identified any potential risks, or have any suggestions for further adaptations we can make.

### **13.7 Change in circumstances**

You must inform us of any significant domestic changes that may impact on your ability to work from home or if you move home so that hybrid working arrangements can be reassessed. If we consider homeworking is no longer suitable as it is impacting your ability to perform or our operational needs have changed, we may bring any homeworking or hybrid working arrangement to an end.

## **14 Flexible Working Policy**

Eligible employees have the right to request flexible working and to have their request considered seriously by their employer, regardless of whether they work full time or part time or have a temporary contract of employment.

The following flexible working options are considered to be the typical arrangements that employees will request but there may be alternatives or a combination of options which are suitable to both the organisation and the employee:

- Compressed hours
- Homeworking
- Job-sharing
- Part-time working
- Term-time working

We will endeavour to support our staff in their requests to manage their work-life balance and will make a practical business assessment on whether the flexible working can be arranged, weighing up the potential benefits to you and us against any adverse impact of implementing the changes to our operational needs.

### **14.1 Eligibility and Notification**

Employees are entitled to make two flexible working requests in any 12-month period.

An employee may only have one live request at any one time. A request is live beginning from when it is received and up until either:

- a decision on the request is made, or
- the request is withdrawn by the employee, or
- an outcome is mutually agreed, or
- the two-month time frame for deciding the request has expired.

A request is also live during any appeal or any agreed extension to the timeframe for dealing with the request.

### **14.2 Procedure**

All requests must be made in writing and must include the following:

- The date of the application
- Details of the changes that you are seeking to your terms and conditions
- The date that you would like the terms and conditions to come into effect
- A statement that this is a statutory request
- Confirmation of whether you have made a previous application for flexible working and if so, when you made that application.

Where the request is being made by a disabled person as part of a request for a reasonable adjustment to your working arrangements, please state this in the written application.

If you would like to submit a request for flexible working, please speak with the Chief Executive.

### **14.3 Meeting to discuss a flexible working request**

Once the request has been received, it will be dealt with as soon as possible, but no later than 7 days from receipt of the request and a meeting will normally be arranged to discuss the request with you. However, where a request can be approved in the terms stated in your written application without further discussion, a meeting will not be necessary.

### **14.4 Outcome of a flexible working request**

Following the meeting, we will as soon as is reasonably practicable but no later than the deadline set out below, write to you either:

- Accepting the request and setting out any action on which the agreement is dependent, and establishing a start date;
- Confirming the compromise offered in the meeting and setting a date for a response; or
- Rejecting the request, giving a short explanation of the business reasons for doing so and setting out the appeals procedure.

The request may be granted in full or in part: for example, we may propose a modified version of the request, the request may be granted on a temporary basis, or you may be asked to try the flexible working arrangement for a trial period. You will be given the right to appeal the decision if the request is not upheld or is upheld in part.

Each request will be considered on a case-by-case basis: agreeing to one request will not set a precedent or create the right for another employee to be granted a similar change to their working pattern.

### **14.5 Flexible working requests that are granted**

If the request is upheld, we will discuss with you how and when the changes will take effect. Any changes to terms and conditions will be put in writing and sent to you as an amendment to your contract of employment.

### **14.6 Trial periods**

If we are unsure as to whether the requested arrangement is sustainable, or about the possible impact because we don't have sufficient information to assess, a trial period may be agreed. A decision on the flexible working arrangement won't be made until a trial period has ended.

Where a trial period has been agreed, then we will write to you to confirm this is the case setting out the terms and offering an opportunity to discuss any further details as may be necessary to implement the new work arrangement.

Trial periods will be subject to ongoing reviews and reasonable notice will be given for the review meetings.

Where either party requests a necessary change to the trial arrangement reasonable notice will be given.

At the end of the trial period, we will continue with the principles set out in this process and a further and final meeting will be scheduled to review the overall trial period in order that we can provide a decision on the proposed new arrangements. The outcome will be provided in line with this policy.

We reserve the right to end the trial period early, where it has become unsustainable or detrimental to the business. In this event, we will continue with the principles set out in this process and for providing an outcome by meeting with you to consult on our reasons and to discuss further with you in detail.

#### **14.7 Reasons for turning down a flexible working request**

We will give reasons for the rejection of any request. Those reasons must be for one or more prescribed business reasons, which are:

- the burden of additional costs;
- an inability to reorganise work among existing staff;
- an inability to recruit additional staff;
- a detrimental impact on quality;
- a detrimental impact on performance;
- a detrimental effect on ability to meet the role's demands;
- insufficient work for the periods you are proposing to work; and
- a planned structural change to the business.

#### **14.8 The right to appeal**

If your request for flexible working has been refused, you have the right to appeal against the decision within 7 days after the date on which you were notified of that decision. The appeal must be given in writing, clearly setting out the grounds of your appeal and be dated.

A meeting will then take place within 7 days after the date on which notice of the appeal was issued. You will have the right to be accompanied at the appeal meeting.

Our decision on the appeal must be communicated within 7 days after the date of the appeal meeting. The decision must be given in writing and dated.

#### **14.9 Extending the decision period**

We will normally complete the whole process for dealing with a statutory flexible working request within two months of receipt of the request.

We can mutually agree to extend this period. We will only seek to extend this timeframe where it may be appropriate, or necessary and such an extension will be limited to what is proportionate and reasonable in the circumstances.

Any agreed extension will be confirmed to you, usually in writing.

#### **14.10 Withdrawal of request for flexible working**

We will treat your request for flexible working as withdrawn where you have:



- Notified us verbally or in writing that you are withdrawing that request.
- Without reasonable cause, failed to attend a meeting or an appeal meeting concerning your request for flexible working more than once (i.e., fails to attend two meetings).
- Without reasonable cause, you refused to provide us with information that we require in order to assess whether that request should be agreed to.

Confirmation of the withdrawal of a flexible working request will be made to you in writing.

#### **14.11 Impact on pay and benefits**

Employees should carefully consider that any change to working hours which involves a reduction in hours will lead to a pro rata reduction in pay and benefits and so may impact the following:

- annual salary
- holiday entitlement
- payment for family leave (adoption, maternity, paternity, parental, parental bereavement leave or shared parental leave)
- pension contributions (if applicable)
- sick pay.

## **15 Compassionate leave**

In the event that you suffer a bereavement in your family, we will exercise our discretion in allowing reasonable time off to attend a funeral. What is reasonable will be determined on a case-by-case basis and the type of leave, whether paid or unpaid, will depend on the circumstances and your relationship with the individual.

In addition, it may be necessary for you to take compassionate leave. Again, this will be considered on a case-by-case basis and dependant on circumstances and may be paid or unpaid.

See also 16. Parental Bereavement Leave.

## **16 Parental Bereavement Leave Policy**

We recognise that, while dealing with any bereavement is difficult, the death of a child is among the most devastating events that an individual can ever face.

This policy sets out our commitment to supporting bereaved parents through their grief by ensuring they can take parental bereavement leave.

### **16.1 Parental Bereavement Leave eligibility**

The policy applies to staff who suffer the loss of a child under the age of 18. This includes parents who suffer a stillbirth after 24 weeks of pregnancy.

Whatever your length of service, you can take this type of leave if you are the parent of the child who has died, or the partner of the child's parent. In general, you can take this type of leave if you have parental responsibility for the child. This includes adoptive parents.

If you have suffered a bereavement but are unsure if you are entitled to parental bereavement leave, please contact the Chief Executive for clarification.

### **16.2 Parental Bereavement Leave entitlement**

The statutory entitlement to parental bereavement leave provides for two weeks of parental bereavement leave. You can take the leave as:

- a single block of two weeks; or
- two separate blocks of one week at different times.

You cannot take the leave as individual days.

We recognise the need to provide bereaved parents with as much support as possible and employees will therefore be able to take up to a maximum of 26 weeks parental bereavement leave which will be inclusive of any statutory entitlement.

You can take the leave at the time(s) you choose within the 56 weeks after your bereavement. You might choose, for example, to take it at a particularly difficult time such as your child's birthday.

If more than one child has died, you have a separate entitlement to bereavement leave for each child.

### **16.3 Notice to take parental bereavement leave**

If you need to take parental bereavement leave within the first 56 days after your bereavement, you can take the leave straight away. You do not have to provide any notice. Please let your line manager know no later than when you are due to start work on the first day on which you wish to take leave or, if that is not feasible, as soon as you can.

To take leave more than 56 days after your bereavement, please give your line manager at least one week's notice.

### **16.4 Changing your mind about taking parental bereavement leave**

You can cancel your planned leave and take it at a different time (within the 56 weeks after your bereavement). Where your planned leave was due to begin during the first 56 days after your bereavement, please let your line manager know you no longer wish to take it before your normal start time on the first day of the planned leave.

Where your leave was due to begin more than 56 days after your bereavement, please let your line manager know at least one week in advance that you wish to cancel it.

You cannot cancel any week of parental bereavement leave that has already begun.

### **16.5 Pay during parental bereavement leave**

Any period of leave taken in accordance with this policy will be paid at full pay and shall be inclusive of any statutory entitlements, the conditions for which are detailed below.

To receive statutory parental bereavement pay, you must have:

- at least 26 weeks' continuous employment with us by the week before the one in which your child passed away (and still be employed by us on the date of the bereavement); and
- normal weekly earnings in the eight weeks up to the week before your bereavement of at least the lower earnings limit for national insurance contribution purposes.

You need to give us notice of the weeks for which you wish to claim statutory parental bereavement pay within 28 days of the first day for which you are claiming. However, if that is not possible, you should provide as much notice as possible.

### **16.6 Rights during parental bereavement leave**

During your leave, all the terms and conditions of your contract except normal pay will continue. Salary will be replaced by statutory parental bereavement pay if you are eligible for it.

This means that benefits will remain in place. For example, holiday entitlement continues to accrue. Pension contributions will continue to be paid.

### **16.7 Returning to work after parental bereavement leave**

When you return to work after some time on parental bereavement leave, you generally have the right to return to the same job.

However, a slightly different rule applies if you return from time on bereavement leave that follows on immediately from some maternity, adoption, paternity leave or shared parental leave (taken in relation to the child who has passed away), and your total time on leave is more than 26 weeks.

In these circumstances, you have the right to return to the same job, unless this is not reasonably practical - in which case you have the right to return to a suitable and appropriate job on the same terms and conditions.

This rule also applies if your leave includes more than four weeks of ordinary parental leave (taken in relation to any child), regardless of the total length of the leave. We have a separate policy outlining your right to unpaid ordinary parental leave.

If you are taking parental bereavement leave, but are unsure where you stand on your return, please contact the Chief Executive for clarification.

## **17 Emergency time off for dependents**

A dependant is defined as a parent, spouse, partner, child or someone who usually lives with you as part of your family or any other person who reasonably relies on you for assistance. Please note that this right is only to deal with emergencies and to put other care arrangements in place if the situation is expected to last for some time. For example, in the case of the illness of a dependant, you are entitled to time off to make arrangements so that the dependant is looked after by someone else, you are not entitled to time off for the duration of the dependant's illness.

You may choose to take some of your annual leave entitlement but if this is not possible, you also have the right to take a reasonable amount of unpaid time off to deal with unexpected emergencies involving a dependant so you can make necessary longer-term arrangements.

There is no minimum length of service period for you to qualify for this right.

The right to time off is as follows:

- To make arrangements for caring for a dependant when the normal care arrangement breaks down, for example, if a childminder or nurse fails to turn up
- To help or make arrangements when a dependant is ill or injured. The illness or injury does not have to be serious or life threatening and may be mental or physical
- When a dependant gives birth. This does not include taking time off after the birth to care for the child
- When a dependant dies
- To deal with an unexpected incident involving a dependent child during school hours

You are required to notify your line manager or the Chief Executive as soon as possible that you will be absent, the reason for the absence and how long they think they will not be at work. If you fail to inform your line manager or the Chief Executive of your absence or the reason for it, this may result in disciplinary action being taken.

We reserve the right to enquire about the nature and reason for the time off. Any information provided will be dealt with in the strictest confidence.

## **18 Ordinary Parental Leave**

We are committed to supporting a positive work-life balance for all our staff and recognise that time with children is important. If eligible, you can take ordinary parental leave to care for your child - this may be to look after your child during school holidays, be with them when they are unwell, or enjoy more quality time with them.

This type of parental leave may be particularly useful if you require time off to care for your child but have used up, or are not entitled to, other types of family-friendly leave, i.e., maternity, paternity, shared parental or adoption leave, separate policies for which are contained within this handbook.

### **18.1 Eligibility for Ordinary Parental Leave**

If you meet the eligibility criteria below, you will be entitled to a maximum of 18 weeks' ordinary parental leave to be taken up until the child's 18th birthday.

You can take up to 18 weeks' unpaid leave for each child, subject to a maximum of four weeks' leave for each child in any one-year period if you:

- have a minimum of two years' continuous service with the Trust by the time you take the leave; and
- have, or expect to have, parental responsibility for the child. If you're separated from the other parent or do not live with your child, you still have the right to parental leave if you keep parental responsibility for your child.

You must take ordinary parental leave in blocks of at least one week. However, if your child has a disability, you can take the leave one day at a time (please speak to your line manager to arrange this).

Your entitlement to ordinary parental leave carries over from your previous employment. This means that, if you have taken ordinary parental leave with a previous employer:

- you can take the balance with whilst working for us, but you must wait until you have worked for us for at least one year; and
- we will ask you about the amount of ordinary parental leave already taken for your child with your previous employers.

To be entitled to ordinary parental leave, you must comply with any request made to produce evidence of parenthood or parental responsibility. This could be in the form of a birth certificate or adoption papers.

### **18.2 Notice to take Ordinary Parental Leave**

To take ordinary parental leave, you normally need to give your line manager at least 21 days' notice, counting back from the date on which the leave is to start and must specify the dates on which the period of leave is to begin and end.

If you will have parental responsibility for the child in respect of whom the leave is to be taken and you request ordinary parental leave to begin when the child is born, your notice must specify the expected week of childbirth and the duration of the period of leave. You must also give this notice at least 21 days before the expected week of childbirth.

Where the ordinary parental leave request is in respect of an adopted child and is to begin on the date of the placement, the notice must be given at least 21 days before the beginning of the week in which the child is to be placed for adoption, or as soon as is reasonably practicable thereafter. It must specify the week in which the placement is expected to occur and the duration of the period of ordinary parental leave requested.

### **18.3 Postponing your Ordinary Parental Leave**

While our aim is to agree to your request for ordinary parental leave, there are circumstances in which we may need to postpone the start date. We will do this only if your absence would cause undue disruption to the Trust and will give you written notice of the postponement no more than seven days after we received your request.

However, we will never postpone your period of ordinary parental leave if the leave starts on the birth of your child or your child's placement for adoption.

If we postpone your period of ordinary parental leave, we will discuss alternative dates with you to take that period of leave within six months of the first day the postponed leave was due to start.

#### **18.4 Rights during Ordinary Parental Leave**

During your leave, all the terms and conditions of your contract, except normal pay, will continue and your continuity of employment is not affected.

This means that, while sums payable by way of salary will cease, all other benefits will remain in place.

Annual leave will continue to accrue in the normal way.

#### **18.5 Return from Ordinary Parental Leave**

If you take an isolated period of ordinary parental leave of four weeks or less, you are entitled to return to the same job you were doing before your absence.

You can also return to your previous job if you take a period of ordinary parental leave of four weeks or less following on immediately from a period (or consecutive periods) of maternity, adoption, paternity and/or shared parental leave (taken in relation to the same child) that did not last more than 26 weeks.

You are entitled to return to your previous job or, if that is not practical to the Trust, to another job that is both suitable and appropriate in the circumstances if you:

- take a period of ordinary parental leave of more than four weeks; or
- take a period of ordinary parental leave of four weeks or less following on immediately from a period (or consecutive periods) of maternity, adoption, paternity and/or shared parental leave (taken in relation to the same child) that lasted more than 26 weeks.

If you are taking ordinary parental leave, and are unsure where you stand on your return, please contact the Chief Executive.

## 19 Family Leave

Given our charitable mission, we very much acknowledge the roles of care-givers in our society. In relation to parenthood, we want to ensure that our employees can be supported to spend time with their children in their early months and we respect the equal roles of all caregivers in doing so.

Subject to meeting the relevant eligibility criteria, all employees will receive their statutory leave and pay entitlements if they wish to take the following types of leave:

- Maternity leave
- Paternity leave
- Shared parental leave
- Adoption leave

**Full details about your statutory rights and our obligations are set out in the Appendix.**

We recognise that these rules and legislation for each area are quite complex. If you/your partner become pregnant or you are seeking to take any of the types of leave listed above, please speak to the Chief Executive who will discuss the procedures with you and provide further information about your associated rights and entitlement.

### 19.1 Enhanced Family Leave and Pay

**If you have more than two years' continuous service with us** and wish to take any of the types of family leave as listed above, subject to meeting the obligations and notification requirements under the statutory procedures, you will be entitled to enhanced leave and pay equivalent as detailed below:

- 26 weeks at your basic rate of pay (excluding any bonus/ overtime payments)
- 13 weeks at 50% of your basic rate of pay (excluding any bonus/ overtime payments)
- 13 weeks without pay.

If you wish to take a period of maternity, paternity or adoption leave followed by one or more periods of shared parental leave, you are entitled to a maximum of 26 weeks at 100% of your normal basic salary and 13 weeks at 50% of your normal basic salary, when any periods of enhanced maternity, paternity, adoption and shared parental pay are combined.

Any enhanced payments will be inclusive of any entitlements to statutory leave and payments that the employee may be entitled to for the same period.

### 19.2 Returning to work following a period of enhanced family leave and pay

Subject to agreement by the Trust, this can be under different terms and conditions from your original position. For example, you may wish you return on a part time basis instead of full time.

For the avoidance of doubt, Enhanced Pay is not offered in instances of Ordinary Parental Leave, or in relation to Emergency Time off for Dependents for which we have separate policies. There is also a separate policy on Parental Bereavement Leave.



## 20 Carer's Leave

In addition to the Family-friendly leave policies, we recognise that our staff may have other substantial caring responsibilities and may need our support to combine work with care. Carers' needs are different from the needs of employees with routine childcare responsibilities, and the circumstances and milestones of caring are different from those of routine childcare.

You may need time off to meet caring responsibilities, in addition to the time off permitted under the statutory right to take time off for dependants set out in section 22. For example, you may need to attend medical appointments with a dependant or deal with a dependant's discharge from hospital.

### 20.1 Definition of carers

When defining what we mean by the term carers, we aim to strike a balance between recognising the special circumstances of caring, and not classifying carers as a rigid or separate group.

We define carers as employees with significant caring responsibilities for a \*dependant that have a substantial impact on their working life. The activities that carers undertake are wide ranging, including:

- help with personal care;
- help with mobility;
- managing medication;
- practical household tasks;
- emotional support; and
- help with financial matters or administration.

*\*A dependant is defined as "a parent, spouse, partner, child or someone who usually lives with the employee as part of their family or any other person who reasonably relies on the employee for assistance".*

We know that caring can be unpredictable and emotionally upsetting. You may acquire caring responsibilities overnight or they may develop over time. With routine childcare, the child's journey is more predictable as they grow older, go to school and become more independent. The milestones of caring may go in the opposite direction, for example an older relative may become frailer and more dependent over time, and a disabled child may continue to have significant support needs when they become an adult.

### 20.2 Confidentiality

You are not required to disclose to your line manager that you are caring for someone but are encouraged to do so. This will help us provide appropriate support to you. Line managers will respect the confidentiality of any information provided to them in this regard.

When you disclose to your line manager that you are a carer, we will process any personal data collected in accordance with our [data protection notice](#). Any data collected from the point at which you inform us of your caring responsibilities is held securely and accessed by, and disclosed to, individuals only for the purposes of supporting you in their caring responsibilities (for example when dealing with requests for flexible working).

## **20.3 Leave and support options**

There is a range of options for you to consider which allow you to meet your caring responsibilities. Emergency time off and flexible working are available to our staff from Day 1.

### **20.3.1 Emergency time off for dependants**

You cannot always plan ahead for time off. The ability to take leave in an emergency is important for carers, who may be called on at short notice. Please see section 22.

### **20.3.2 Flexible working**

It may be that you wish to consider a flexible work option (See section 14), in which case, please speak with the Chief Executive.

If the above options are not suitable, for example, if you need to support a return from hospital to home for an extended period or are providing close end-of-life support or wish to spend time with a close family member in palliative care, then you may wish to consider taking Carer's Leave.

### **20.3.3 Carer's Leave and Pay**

Eligible employees have the right to take a maximum of one week's unpaid leave during any 12-month period to provide or arrange care for a dependant with a long-term care need. The entitlement to a maximum of one week's unpaid leave is irrespective of the number of dependants.

We provide the following enhanced support to employees who provide care for a dependent with a long term care need:

- Employees with up to two years' service will be entitled to take up to one weeks paid Carer's Leave per year.
- Employees with over two years' service, will be entitled to:
  - 26 weeks at their basic rate of pay (excluding any bonus/ overtime payments)
  - 13 weeks at 50% of their basic rate of pay (excluding any bonus/ overtime payments)
  - 13 weeks without pay.

Enhanced Carer's Leave is capped at a maximum of 52 weeks in any three-year period.

One week of carer's leave may be taken as either a continuous block, or individual full or half days within 12 months. A "working day" is the period in which an employee is normally expected or required to work on the day the leave is to be taken, at the time of making the request.

The time off is intended to be absence from work to provide or arrange care for a dependent with a long-term care need, or who reasonably relies on the employee for care.

During the time off, employees continue to be bound by and remain entitled to the benefit of their normal terms and conditions of employment, except for terms relating to wages or salary. They will remain employed by us and accrue unbroken continuity of service and continue to accrue holiday entitlement.

Return to employment can be under different terms and conditions from your original position e.g., return to part time hours from full time hours if agreed by management.

#### **20.4 Requests to take Carer's Leave**

If you are planning to take a period of Enhanced Carer's Leave you will be required to provide at least 4 weeks' notice in writing of your request. Where that isn't reasonably practical, you will be expected to provide as much notice as possible.

We reserve the right to postpone carer's leave if we believe that the absence would unduly disrupt the business. If we deem it necessary to postpone carer's leave, we will notify you in writing within seven days of receipt of the request for carer's leave, setting out the reason for the postponement. We will also offer alternative dates on which carer's leave can be taken. The leave will not be postponed later than one month after the start of the original request.

Where you are intending to take a continuous period of Carer's Leave in excess of three months, we reserve the right to reject the request if we consider that granting the request will have a detrimental impact on our operations.

## STAFF PAY POLICY AND EXPENSES

### 21 Staff Pay Policy

We acknowledge the importance of employing high quality and appropriately qualified staff to safeguard the planned strategic development of the Trust and its efficient administration.

The principles on which staff pay is based are therefore as follows:

- The overall aim of the Trust's pay policy is to offer fair pay to attract and retain appropriately qualified staff to lead, manage and administer the charity and to fulfil the charitable objects on behalf of the Trustees.
- The Trustees are responsible for setting appropriate objectives and the remuneration level for the Chief Executive to ensure that she/he can lead and manage the charity on a day-to-day basis efficiently and effectively.
- The Trustees wish to ensure that staff are valued and encouraged to develop appropriate skills to provide optimal support to the Chief Executive and the Board and its sub-committees.

In deciding levels of pay and rewards, Trustees consider:

- The aims, objectives and values of the Trust;
- The impact that these have on the overall pay policy for all staff;
- The types of skills, experience and competencies that the charity needs from its staff, the specific scope of individual roles within the charity and the link to pay;
- The charity's current and future planned activities and how the implementation of these may affect the number and type of staff required and the nature of these roles;
- The assessment of the charity's achievements, and the achievements of individual staff against objectives, both in the short and longer term;
- Benchmarking against appropriate information on pay in the charity sector and the Trust's peers that can help make the decision on whether the level of pay is fair and reasonable;
- Advice from appropriate human resources professionals on suitable and competitive levels of remuneration for individual staff roles.

#### 21.1 Salary reviews and staff appraisals

It is the policy of the Trust to review salaries annually and for all staff to be appraised annually against objectives.

An annual cost-of-living increase is applied to the Trust's Pay Spine, informed by the median third sector pay award (as published annually by Agenda Consulting), together with the rate of inflation (Consumer Price Index) at the time and an assessment of affordability for the Trust by the Board of Trustees. Additionally, performance-related increments within the pay bands for the role may be awarded annually on the recommendation of the Chief Executive to the Board for its approval. When a member of staff's pay reaches the top of the band set for the role, any performance-related award is at the discretion of the Board and will be non-pensionable.

The Chief Executive's annual appraisal is carried out by the Chair and one of the other Trustees as appropriate (e.g., the Chair of one of the sub-committees). Other staff appraisals are carried out by their line managers and the summary outcome reported to the Board to inform the salary review.

## 22 Expenses policy

This policy sets out guidelines on expenses which will help to avoid confusion and ambiguity about what may be claimed and also the potential for tax liability to be inadvertently incurred by the claimant.

### 22.1 General Guidelines

To meet the requirements of HMRC, only actual costs expended will be reimbursed (except in cases where it has been decided that the HMRC-approved flat rate working-from-home allowance is payable).

Where it is not possible to pay with the expenses card with which all staff are issued, a claim form is available for completion in relation to any requirement for reimbursement of expenses and where expenses are claimed for a visit made or meeting or event attended on Trust business.

Reimbursement of costs of accommodation, subsistence or travel for partners or other relations accompanying staff who are not themselves Trust staff will not be reimbursed.

### 22.2 Arrangements for authorisation and payment of expenses

Our staff are provided with a pre-paid business expenses card through which purchases should be made.

If it is not possible to do so, then claims for reimbursement of expenses should be made by the submission of a completed claim form supported by receipts or vouchers.

Expenses will only be reimbursed if they:

- clearly relate to your duties as an employee of the Trust.
- are supported by relevant documents (for example, VAT receipts, tickets, and credit or debit card slips); and
- where required, were authorised in accordance with instructions in force at the time the expense was incurred.

Accommodation expenses will only be reimbursed where an employee is working on a specific item of Trust business which necessitates their staying away from home.

Any unusual expenses (e.g., overseas travel/conferences) must be authorised by the Chief Executive prior to incurring the expense, and written agreement to the expense recorded.

An employee may not incur expenditure in excess of the limit set on their pre-paid expenses card for a single transaction on behalf of the Trust without the written authorisation of the Chief Executive and arrangements made for the temporary raising of the limit.

### 22.3 Legitimate items for expense claims

Expenses relating to the following items may be claimed

- The reasonable cost of travelling by the most appropriate means to and from meetings and other business directly related to Trust business. Where there are special requirements, written authorisation must be obtained from the Chief Executive prior to incurring the expense.

- Administrative expenses you incur in relation to the undertaking of Trust business including small items of office equipment, postage and stationery.
- Reasonable overnight accommodation and subsistence costs while attending meetings and other essential events attended as a DMT employee (e.g., conferences and training events) or monitoring and/or assessment visits in relation to grants and grant applications to the Trust.
- Reasonable additional costs related to care of dependents whilst away from home overnight on Trust business.
- Special transport, equipment or facilities for an employee with a disability to enable him/her to carry out their duties.
- Where staff are required to work from home for a significant period due to the closure of the Trust's office, a working from home allowance can be claimed up to the limit set by HMRC. This is a flat rate and should be submitted as a monthly expense by completing the claim form. It does not require the submission of detailed receipts.
- Reimbursement of the cost of a sight test. You should use your pre-paid expenses card if possible, or by submitting a claim form together with a receipt. Alternatively, you can claim this expense via your Medicash Health Cash Plan.
- You can request an interest free season ticket loan for travel from home to work, reimbursable from the employee's salary via the payroll.

## ELECTRONIC INFORMATION AND ONLINE COMMUNICATIONS

### 23 Electronic Information and Communications

It is very important that the Trust is able to keep its data secure. To assist with this, all staff are required to comply with instructions that may be issued from time to time regarding the use of Trust-owned computers or systems and the policies on data privacy, protection and security.

Staff must engage in the rolling programme of training relating to data protection and privacy. This takes the form of online briefings and quizzes provided by [Bob's Business](#) and participation is closely monitored.

You should ensure that when leaving your workstation unattended for any period, that you lock your terminal, or log off if appropriate.

You must not attach any device to Trust IT equipment without authorisation from your line manager and you must not open attachments or click on links unless you know you can trust the source. Trust portable IT devices must be kept secure, and password protected at all times.

Your computer password is an important piece of confidential information, and you should treat it that way. Do not share it with others, and make sure that it is not written down anywhere where an unauthorised person can find it.

Unauthorised access to or inappropriate use of any of the Trust's systems or devices will amount to gross misconduct.

Please see also the Trust's suite of IT security and data related policies, including the user and password management policy, available on the website.

#### 23.1 Internet use

Staff with access to the internet on Trust-owned devices should use that access responsibly.

You must not download any software, plugins or extensions on to Trust-owned devices unless this is first cleared by the Chief Executive or the Trust's appointed IT consultant. You should also refrain from downloading music, video or accessing any other entertainment content on any Trust-owned device.

Firewalls and anti-virus software are used to protect the Trust's systems. These must not be disabled or switched off without express permission from management or the Trust's IT consultant.

#### 23.2 Email

All email correspondence should be dealt with in the same professional and diligent manner as any other form of correspondence.

If you have a Trust email account, you should be mindful of the fact that any email that you send will be identifiable as coming from the Trust. You should therefore take care not to send anything via email that may reflect badly on the Trust. In particular, you must not send content of a sexual, racist or



discriminatory nature, junk mail, chain letters, cartoons or jokes from any email address associated with work.

Using a Trust/work email address to send inappropriate material, including content of a sexual, racist or discriminatory nature, is strictly prohibited and may amount to gross misconduct. Should you receive any offensive or inappropriate content via email you should inform a member of management of this as soon as possible so that they can ensure that it is removed from the system.

You should also take care that emails will be seen only by the person intended. Particular care should be taken when sending confidential information that the email has been correctly addressed, marked 'private' /'confidential' and not copied to those not authorised to see the information. Sending confidential information via email without proper authorisation or without taking sufficient care to ensure that it is properly protected will be treated as misconduct.

### **25.3 Privacy**

Monitoring of email usage takes place without notice. You should have no expectation of privacy in respect of personal and business use of email and the internet whilst at work.

Your email remains the property of the Trust and therefore you should not use your Trust email to send or receive any information that you regard as private. The Trust may, in the course of its business, read emails that you have sent or received - although in the absence of evidence of wrongdoing the Trust will try to avoid reading personal emails.

## **24 Social Media**

An employee's behaviour on any social networking or other internet site must be consistent with the behaviour required of employees generally. Where it is possible for users of a social media site to ascertain who you work for, then you should take particular care not to behave in a way which reflects badly on the Trust.

Inappropriate or disparaging comments about the Trust, colleagues, applicants or award-holders will be treated as misconduct. Because social media interactions can be copied and widely disseminated in a way that you may not be able to control, the Trust will take a particularly serious view of any misconduct that occurs through the use of social media.

You must not operate a social media account or profile that purports to be operated on or on behalf of the Trust without express permission to do so from the Chief Executive.

# Appendix

## 1. Maternity Policy

This policy sets out your rights to statutory maternity leave and pay.

Your rights fall into two areas, Maternity Leave and Maternity Pay. We recognise that the rules and legislation for each area are quite complex so for ease have been detailed separately in this policy. If you become pregnant and have any queries about these procedures and/or your associated rights, please speak to your line manager.

The following definitions are used in this policy:

- **"Expected week of childbirth"** means the week, starting on a Sunday, during which your doctor or midwife expects you to give birth.
- **"Qualifying week"** means the 15<sup>th</sup> week before the expected week of childbirth.

### Notification of pregnancy

To comply with the statutory legal obligations, by the end of the qualifying week, or as soon as reasonably practicable afterwards, you are required to inform us in writing of:

- the fact that you are pregnant;
- the date on which your baby is due; and
- the date on which you intend to start maternity leave. Note this date cannot be earlier than the 11th week before the Expected Week of Childbirth,

Whilst you are not obligated to inform us before the qualifying week, we would encourage you to notify us of your pregnancy at the earliest opportunity so that we can take account of any health and safety considerations in a timely manner. If a risk assessment identifies any potential risks, wherever possible, we will take such steps as are reasonably necessary to avoid those risks. Your Line Manager will also meet with you to discuss your maternity leave arrangements and advise on matters such as the continuation of benefits whilst on maternity leave.

Once you have notified us of the date you want to start your maternity leave, you can change this date as long as you notify us of the new start date by either 28 days before the date you originally intended to start your leave **or** 28 days before the new date you intend to start leave, whichever is the earlier.

We will write to you within 28 of receipt of your notice confirming the date on which you are expected to return to work if you take your full 52-week entitlement to maternity leave.

### Time off for antenatal care

All pregnant employees are entitled to paid time off to attend appointments for antenatal care made on the advice of a registered medical practitioner, midwife or health visitor. Antenatal care may include relaxation classes and parent-craft classes. Except for the first appointment, if requested, you must provide us with a certificate from a registered medical practitioner, midwife or health visitor, confirming the pregnancy together with an appointment card or some other document showing that an appointment has been made.

You should notify your line manager as far in advance of your antenatal care appointment as possible. Whenever it is possible to do so, you should arrange appointments at the start or end of the working day.

### **Commencing Maternity Leave**

You are entitled to take up to one year's (52 weeks') maternity leave, regardless of length of service with the Trust.

Maternity leave will start on whichever date is the earlier of:

- your chosen start date;
- the day after you give birth; or
- the day after any day on which you are absent for a pregnancy-related reason in the four weeks before the expected week of childbirth.

If you give birth before your maternity leave was due to start, you must notify us in writing of the date of the birth as soon as reasonably practicable.

The law obliges all employees to take a minimum of **two weeks of compulsory maternity leave** immediately after the birth of the child.

### **Ordinary Maternity Leave (OML)**

Lasts for 26 weeks, provided you comply with certain notification requirements (see below). OML **can start at any time after the beginning of the 11th week before** the expected week of childbirth (unless your child is born prematurely before that date in which case it will start earlier).

### **Additional Maternity Leave (AML)**

Lasts for 26 weeks and, if taken, must follow immediately after the Ordinary Maternity Leave. There cannot be a gap between the two types of maternity leave.

### **Statutory Maternity Pay**

You will qualify for Statutory Maternity Pay (SMP) if you have been continuously employed by us for at least 26 weeks at the end of your qualifying week and still be employed during that week providing that:

- you are still pregnant 11 weeks before the start of the expected week of childbirth (or have already given birth);
- you provided us with a \*MAT B1 form stating the expected week of childbirth; and
- your average weekly earnings are not less than the lower earnings limit for national insurance contributions.

*\* Your doctor/midwife will not normally issue you with MAT B1 form until after 20 weeks of pregnancy.*

If you are not entitled to receive SMP, we will provide you with an SMP1 form so that you can pursue a claim for maternity allowance which is payable to you directly by the Government.

SMP is payable for up to 39 weeks, with

- the first six weeks payable at 90% of your average weekly earnings; and
- the remaining 33 weeks payable at a rate set by the Government for the relevant tax year, or at 90% of your average weekly earnings, if this figure is lower than the Government's set weekly rate.

SMP is treated as earnings and is therefore subject to PAYE and national insurance deductions and is payable to you whether or not you intend to return to work after your maternity leave.

Payment of SMP cannot start prior to the 11<sup>th</sup> week before the expected week of childbirth. It can start from any day of the week in accordance with the date you start your maternity leave.

### **Contractual rights and benefits whilst on Maternity Leave**

During both ordinary and additional maternity leave, all the terms and conditions of your contract except normal pay will continue. Your normal pay will be replaced with statutory (or enhanced maternity) pay if you are eligible for it. However, other benefits such as holiday entitlement and pension contributions will continue as set out below.

If you become eligible for a pay rise between the start of the original calculation period and the end of your maternity leave (whether ordinary maternity leave or additional maternity leave), the higher or standard rate of statutory maternity pay will be recalculated to take account of the pay increase, regardless of whether statutory maternity pay has already been paid. This means that your statutory maternity pay will be recalculated and increased retrospectively, or that you may qualify for statutory maternity pay if you did not previously. You will be paid a lump sum to make up any difference between SMP already paid and the amount payable as a result of the pay rise.

### **Holiday entitlement**

You will continue to accrue your holiday entitlement during your maternity leave.

We would encourage you to take any outstanding holiday entitlement either before commencing maternity leave or immediately after your maternity leave has ended. Any holiday entitlement that has not been taken because of maternity leave may be carried over into the next holiday year with the agreement of your line manager.

### **Pension contributions and other benefits**

We will continue to make pension contributions based on your normal pay during ordinary maternity leave and any period of paid additional maternity leave and your income protection, life cover and Health Cash Plan will remain in place.

The Trust's pension contributions will cease during any period of unpaid additional maternity leave, however, your income protection, life cover and Health Cash Plan will remain in place.

### **Sickness absence during pregnancy**

If you are absent from work during pregnancy owing to sickness, you will receive normal statutory or contractual sick pay in the same manner as you would during any other sickness absence provided that you have not yet begun ordinary maternity leave.

If, however, you are absent from work due to a pregnancy-related illness *after* the beginning of the fourth week before the expected week of childbirth, your maternity leave will start automatically.

If you are absent from work wholly or partly because of pregnancy during the four weeks before the expected week of childbirth, you must notify Line Manager in writing of this as soon as reasonably practicable.

### **Contact during maternity leave**

We reserve the right to maintain reasonable contact with you during maternity leave for reasons such as keeping you updated on developments at work during your absence, to discuss your plans for returning to work, or to discuss any special arrangements to be made or training to be given to ease your return to work etc.

### **Keeping-In-Touch (KIT) days**

Except during the first two weeks after childbirth, you can carry out work or attend training for up to 10 days during your maternity leave without that work bringing the period of your maternity leave to an end and without loss of a week's SMP. These are known as "keeping-in-touch" or KIT days.

Any work carried out on a day shall constitute a day's work for these purposes and you will be paid your normal rate of pay.

We are under no obligation to offer you KIT days and you are under no obligation to carry out any work during your maternity leave.

Any KIT days worked do not extend the period of maternity leave. Once KIT days have been used up, you will lose a week's SMP for any week in which you agree to carry out work during the remainder of your maternity leave. It may also bring maternity leave to an end.

### **Returning to work after Maternity Leave**

If you wish to return to work before the full period of your maternity leave has elapsed, you must give at least eight weeks' notice in writing of the date on which you intend to return.

You have the right to resume working in the same job and on the same terms and conditions if returning to work from a period of ordinary maternity leave. If you have taken a period of additional maternity leave, you have the right to return to the same job wherever possible. However, if this is not reasonably practicable, we will offer you a suitable alternative job on terms and conditions that are no less favourable.

If you decide that you do not wish to return to work, you must give written notice of resignation as soon as possible in accordance with the terms of your contract of employment.

### **Shared Parental Leave**

If you and your partner meet the eligibility and notice requirements, you may choose to end your maternity leave and pay early and take shared parental leave instead. This will enable you and

your partner to take it in turns to have periods of leave to care for your child, return to work while your partner takes leave, or take leave at the same time as each other.

Further information can be found in our Shared Parental Leave Policy.

## 2. Paternity Policy

This policy sets out the rights and responsibilities of employees who wish to take Paternity Leave. If you have any queries about these procedures and/or your associated rights, please speak to your line manager.

The following definitions are used in this policy:

- **"Expected week of childbirth"** means the week, starting on a Sunday, during which the doctor or midwife expects the child to be born.
- **"Qualifying week"** means the 15<sup>th</sup> week before the expected week of childbirth.

### Notification of Paternity Leave

If you wish to take paternity leave in respect of a birth child, you must give your line manager 15 weeks' written notice of

- the date on which your partner's baby is due;
- the length of paternity leave you wish to take;
- and the date on which you wish your paternity leave to commence.

If you subsequently wish to change the timing of the paternity leave, you are required to give 28 days' written notice of the new dates or, if that is not possible, as soon as reasonably practicable.

### Time off for Antenatal Care

You have the right to take time off to accompany the partner<sup>1</sup> with whom you are having a child at up to two antenatal appointments which must be made on the advice of a registered medical practitioner, midwife or nurse. Our policy is that this time off will be paid.

If you wish to take time off to accompany someone at an antenatal appointment, please inform your Line Manager with as much notice as possible.

### Paternity leave entitlement

You are eligible to take statutory paternity leave if:

- you have a minimum of 26 weeks' continuous service by the end of the qualifying week.
- you are the biological father of the child or the spouse, civil partner or partner of the person with whom you are having the child; and
- have, or expect to have, the main responsibility (apart from any responsibility of the mother) for the child's upbringing.

This means that paternity leave is available to any eligible employee who is married to, or is the civil partner or partner of, the child's mother.

Paternity leave is also available to adoptive parents where a child is matched or newly placed with them for adoption. Either the adoptive father or the adoptive mother may take paternity leave where the other adoptive parent has elected to take adoption leave. A separate policy is available in respect of adoption leave.

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<sup>1</sup> biological father of the expected child, the husband civil partner or common-law partner

## **Taking Paternity Leave**

Qualifying employees may take up to two weeks' paternity leave.

Paternity leave may be taken:

- From the date the baby is born (whether this is earlier or later than expected).
- From a chosen number of days or weeks after the baby is born (whether this is earlier or later than expected).
- From a chosen date.

The leave must be completed:

- A any time in the 52 weeks after the birth of the baby/placement for adoption leave within the UK, or date of entry into the UK for overseas adoptions.
- If the baby is born early, within the period from the actual date of birth and within 52 weeks of birth.

Paternity leave may be taken as either:

one week, or

- Two weeks, in one consecutive block, or
- two weeks, in two one week non-consecutive blocks

Paternity leave cannot be taken as odd days. It can start on any day of the week.

If you wish to take both paternity leave and shared parental leave, you must take your period of paternity leave first. You are unable to take paternity leave if you have already taken a period of shared parental leave in relation to the same child.

### **Statutory Paternity Pay**

Pay during paternity leave will be at the rate set by the Government for the relevant tax year, or at 90% of your average weekly earnings, if lower than the Government's set weekly rate.

If your average weekly earnings are below the lower earnings limit for NI contributions, you will not be eligible for statutory paternity pay.

Statutory paternity pay is treated as earnings and is therefore subject to PAYE and national insurance deductions.

Statutory paternity pay can start from any day of the week in accordance with the date your paternity leave commences.

### **Contractual Rights and Benefits whilst on Paternity Leave**

During Paternity Leave, all the terms and conditions of your contract except normal pay will continue. Your normal pay will be replaced with statutory pay, or enhanced paternity pay if you are eligible for it. All other benefits such as holiday entitlement and pension contributions will remain unchanged.



### **3. Adoption Policy**

This policy sets out the rights of employees who are adopting a child through an approved UK adoption agency, including time off for appointments and entitlement to adoption leave and pay.

Statutory adoption leave and other rights are also available to employees who are local authority foster parents in a "foster to adopt" situation, or employees who expect to become the legal parents of a child born under a surrogacy arrangement.

If you are one of a couple jointly adopting a child, only one of you will be entitled to take adoption leave. The other parent may have the option to take a period of paternity leave, provided that the relevant qualifying conditions are met.

Separate rules apply if you are adopting a child from overseas. Further information is available from your line manager.

#### **Notification to take adoption leave**

You need to give your line manager notice in writing within seven days of being matched with a child, or as soon as possible afterwards, of:

- your intention to take adoption leave;
- the date on which the child is expected to be placed with you; and
- the date on which you wish your adoption leave to start.

We may ask you to provide evidence in the form of one or more documents issued by the adoption agency confirming the name and address of the agency, the date on which you were notified that you had been matched with the child, and the expected date of placement.

In the case of a surrogacy arrangement, you need to give your line manager notice in writing by no later than the 15th week before the expected week of childbirth, or as soon as possible afterwards, of:

- your intention to take adoption leave; and
- the expected week of childbirth.

We may ask you to provide a statutory declaration confirming that you intend to apply for a parental order within six months of the child's birth and expect the order to be granted.

We will write to you within 28 days of receipt of your notice confirming the date on which you are expected to return to work if you take your full 52-week entitlement to adoption leave.

You must give your line manager further notice, as soon as reasonably practicable, of the child's date of birth.

#### **Time off for adoption or antenatal appointments**

Once you have told us that you are adopting a child, you will be entitled to time off work to attend your adoption appointments. The right to time off work is limited to a maximum of six-and-a-half hours for each appointment.

If you are adopting a child alone, you are entitled to take paid time off to attend up to five adoption appointments. If you are adopting a child jointly, one of you can elect to take paid time off to attend up to five adoption appointments. The other adoptive parent is entitled to take unpaid time off to attend up to two adoption appointments.

The parent who takes paid time off is not entitled, later on, to take paternity leave in respect of the child.

The appointment must have been arranged by or at the request of the adoption agency. The time off must be taken before the date on which the child is placed with you for adoption.

The purpose of the adoption appointment is to enable you to have contact with the child (for example, to bond with them before the placement) and for any other reason connected with the adoption (for example, to meet with the professionals involved in the care of the child).

We may ask you to provide proof, such as a letter or email from the adoption agency confirming the date and time of the appointment and that the appointment has been arranged by, or at the request of, the adoption agency. In the case of joint adopters, we may also ask you to sign a declaration confirming your decision to take either paid or unpaid time off.

If you intend to apply for a parental order and expect to become the child's legal parent in a surrogacy arrangement, you are entitled to unpaid time off work to accompany the surrogate at up to two antenatal appointments.

You should give your line manager as much notice as possible of your adoption or antenatal appointments.

### **Entitlement to Adoption Leave**

There is no qualifying service requirement to be eligible for statutory adoption leave.

You are entitled to **26 weeks' ordinary adoption leave followed immediately by 26 weeks' additional adoption leave**, provided that you have:

- been matched with a child for adoption (this includes the situation where a local authority places a child with you in a "foster to adopt" arrangement); and
- notified the adoption agency that you agree that the child should be placed with you for adoption and on the date of placement.

If you are having a child through a surrogacy arrangement, you are entitled to **26 weeks' ordinary adoption leave followed immediately by 26 weeks' additional adoption leave**, provided that:

- you adopt the child; or
- you intend to apply for a parental order within six months of the child's birth and expect the order to be granted.

You can decide how much adoption leave you wish to take.

To exercise your right to take adoption leave, you must comply with the notification provisions set out in this procedure.

### **Starting your adoption leave**

You can choose to start your adoption leave on the day the child is placed with you for adoption or on a fixed date up to 14 days before this date.

If you are having a child through a surrogacy arrangement, your adoption leave will start on the day on which the baby is born or the day after if you are at work on that day.

### **Changing your adoption leave start date**

If you are adopting a child and you wish to bring forward your adoption leave start date, you must inform the Chief Executive in writing at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable.

If you are adopting a child and you wish to postpone your adoption leave start date, you must inform the Chief Executive in writing at least 28 days before the original proposed start date or, if that is not possible, as soon as reasonably practicable.

If you change your adoption leave start date, we will write to you within 28 days of the start of your adoption leave confirming the revised date on which you must return to work if you take your full 52-week entitlement to adoption leave.

If you are having a child through a surrogacy arrangement you cannot change your adoption leave start date.

### **Statutory Adoption Pay**

Statutory adoption pay is payable for up to 39 weeks of your adoption leave. Eligible staff (see 20.7 below) are entitled to up to 52 weeks of enhanced adoption leave.

The first six weeks is payable at 90% of your average weekly earnings. The remaining 33 weeks is payable at a rate set by the Government for the relevant tax year, or at 90% of your average weekly earnings (whichever is lower).

You will qualify for statutory adoption pay if:

- you have been continuously employed for at least 26 weeks at the end of the week in which you were notified of being matched with the child for adoption (or in a surrogacy arrangement, at the end of the 15th week before the expected week of childbirth);
- you have chosen to receive statutory adoption pay rather than statutory paternity pay;
- you have given the correct notice;
- you have stopped working; and
- your average weekly earnings are not less than the lower earnings limit for national insurance contributions.

If you become eligible for a pay rise between the start of the original calculation period and the end of your adoption leave, your statutory adoption pay will be recalculated to take account of your pay rise, regardless of whether statutory adoption pay has already been paid. This means that your statutory adoption pay will be recalculated and increased retrospectively, or that you may qualify for statutory

adoption pay if you did not previously. In these circumstances, you will be paid a lump sum to make up any difference between statutory adoption pay already paid and the amount payable as a result of the pay rise.

Statutory adoption pay is treated as earnings and is therefore subject to PAYE and national insurance deductions.

### **Your rights during adoption leave**

During ordinary adoption leave and additional adoption leave, all the terms and conditions of your contract except normal pay will continue.

Your pay will be replaced with statutory pay, or enhanced adoption pay if you are eligible for it. However, other benefits such as holiday entitlement and pension contributions will continue as set out below.

### **Holiday entitlement**

You will continue to accrue your holiday entitlement during your adoption leave.

You should make every effort to take any outstanding holiday entitlement before commencing adoption leave or immediately after your adoption leave has ended. Any holiday entitlement that has not been taken because of adoption leave may be carried over into the next holiday year with the agreement of your line manager.

### **Pension contributions and other benefits**

We will continue to make pension contributions based on your normal pay during ordinary adoption leave and any period of paid additional adoption leave and your income protection, life cover and Health Cash Plan will remain in place.

The Trust's pension contributions will cease during any period of unpaid additional adoption leave, however, your income protection, life cover and Health Cash Plan will remain in place.

### **Contact during adoption leave**

We reserve the right to maintain reasonable contact with you during your adoption leave. This may be to discuss your plans for returning to work, to discuss any special arrangements to be made or training to be given to ease your return to work, or to update you on developments at work during your absence.

### **Keeping-in-touch days during adoption leave**

You can agree to work (or attend training) for up to 10 days during your adoption leave without that work bringing your adoption leave or statutory adoption pay to an end. These are known as "keeping-in-touch" days. Any work carried out on a KIT Day shall constitute a day's work for these purposes and you will be paid your normal rate of pay.

We are under no obligation to offer you KIT days and you are under no obligation to carry out any work during your Adoption leave.

**Returning to work after adoption leave**

If you wish to return to work earlier than the end of your additional adoption leave period, you must give at least eight weeks' notice in writing to your line manager confirming the date on which you intend to return.

If you have notified the Trust of an early return date, but subsequently change your mind about returning to work on this date, you must give notice in writing to your line manager at least eight weeks before the earlier of the date on which you intend to return and the date on which you had previously given notice to return.

You have the right to resume working in the same job and on the same terms and conditions if returning to work from a period of ordinary adoption leave. If you have taken a period of additional adoption leave, you have the right to return to the same job wherever possible. However, if this is not reasonably practicable, we will offer you a suitable alternative job on terms and conditions that are no less favourable.

If you decide that you do not wish to return to work, you must give written notice of resignation as soon as possible in accordance with the terms of your contract of employment.

#### **4. Shared Parental Leave Policy**

This policy sets out the statutory rights of employees to Shared Parental Leave (SPL) and Shared Parental Pay (ShPP).

Shared parental leave enables mothers to commit to ending their maternity leave and pay at a future date, and to share the untaken balance of leave and pay as shared parental leave and pay with their partner, or to return to work early from maternity leave and opt in to shared parental leave and pay at a later date.

Shared Parental Leave should not be confused with Ordinary Parental Leave, which is unaffected by Shared Parental Leave. Ordinary parental leave is the entitlement to up to 18 weeks' unpaid leave. We provide a separate policy on ordinary parental leave.

SPL also applies where a child is placed for adoption. The arrangements in relation to adoption are very similar to those that apply in relation to the birth of a child. If you are considering taking SPL in relation to the adoption of a child, you should contact your line manager who will provide you with further information regarding eligibility and notice requirements.

#### **Eligibility for Shared Parental Leave**

To be eligible to take shared parental leave, both parents must meet certain eligibility requirements.

- Both individuals must have caring responsibility for the child.
- The primary parent/adopter must have at least 26 weeks' continuous service with their employer at the 15th week before the baby's due date/matching date and must still be working for that same employer when they intend to start the ShPL. This is called the 'continuity of employment test'.
- The other parent/adopter must also have worked (on an employed or self-employed basis) for any 26 out of 66 weeks preceding the baby's expected date of birth/expected placement date. During this period, they must have earned at least the current basic rate (gross) pay per week (this changes annually in April) for any 13 of the 66 weeks.

If the primary parent/adopter does not qualify for Maternity/Adoption Leave, then the partner is not eligible for ShPL. An example of when this might be the case is if the primary parent/adopter is not working.

In order to be entitled to ShPL, you must produce the following information within 14 days if requested to do so by the Trust:

- the name and business address of your partner's employer (where your partner is no longer employed or is self-employed their contact details must be given instead)
- in the case of biological parents, a copy of the child's birth certificate (or, where one has not been issued, a declaration as to the time and place of the birth).
- in the case of an adopted child, documentary evidence of the name and address of the adoption agency, the date on which they were notified of having been matched with the child and the date on which the agency expects to place the child for adoption.

### **Amount of shared parental leave available**

The first two weeks following birth are the compulsory maternity leave period and are reserved for the person who has given birth. Shared parental leave cannot therefore start until two weeks after the birth and the maximum period that the parents/adopters could take as shared parental leave is 50 weeks between them (although it will normally be less than this because of the leave that is usually taken before the birth).

However, the mother's partner can begin a period of SPL at any time from the date of the child's birth (but the partner should bear in mind that they are entitled to take up to two weeks' paternity leave following the birth of their child, which they will lose if shared parental leave is taken first).

The mother and partner must take any shared parental leave within 52 weeks of birth.

The amount of shared parental leave to which an individual is entitled will depend on when the mother brings their maternity leave period to an end and the amount of leave that the other parent takes in respect of the child.

You can request to take SPL in one continuous block (in which case we are required to accept the request as long as you meet the eligibility and notice requirements), or as a number of discontinuous blocks of leave (in which case you require our agreement). Each parent can normally make a maximum of three requests for leave per pregnancy.

### **Notice requirements for shared parental leave**

At the earliest opportunity and at least 8 weeks before the requested ShPL is due to start, both parents should give their own employer a signed declaration confirming their intention to take ShPL and that they meet the eligibility requirements. Please speak to your line manager to confirm details of the information that should be included in the declaration.

The notices that the parents must give to the relevant employer to be able to take shared parental leave are made up of three elements. They are:

- a "maternity leave curtailment notice" from the mother setting out when they propose to end their maternity leave (unless the mother has already returned to work from maternity leave);
- a "notice of entitlement and intention" from the employee giving an initial, non-binding indication of each period of shared parental leave that they are requesting; and
- a "period of leave notice" from the employee setting out the start and end dates of each period of shared parental leave that they are requesting.

### **Maternity Leave Curtailment Notice**

Before the pregnant employee or partner can take shared parental leave, the pregnant employee must either return to work before the end of their maternity leave (by giving the required eight weeks' notice of their planned return) or provide their employer with a maternity leave curtailment notice. The maternity leave curtailment notice must be in writing and state the date on which maternity leave is to end.

### **Notice of Entitlement and Intention**

Whether you are the mother or the partner, you must provide us with a non-binding notice of entitlement and intention. The notice of entitlement and intention must be in writing and provided at least eight weeks before the start date of the first period of shared parental leave to be taken.

### **Variation or cancellation of notice of Entitlement and Intention**

You can vary or cancel your proposed shared parental leave dates following the submission of a notice of entitlement and intention, provided that you provide written notice of not less than eight weeks.

Any indication of leave intended to be taken that the employee provides in a variation of notice of entitlement and intention is non-binding until they provide a period of leave notice in relation to that period of leave. There is no limit on the number of variations of notice of entitlement and intention that the employee can make.

### **Period of Leave Notice**

To take a period of shared parental leave, you must provide us with a written notice setting out the start and end dates of each period of shared parental leave requested in that notice.

A period of leave notice must be given not less than eight weeks before the start date of the first period of shared parental leave requested in the notice. The notice may be given at the same time as a notice of entitlement and intention and can be a request for a continuous period of leave or discontinuous periods of leave.

You can request to take shared parental leave in one continuous block or as a number of discontinuous blocks of leave. A maximum of three requests for leave per pregnancy can normally be made by each parent.

If you submit a period of leave notice requesting one **continuous period of leave**, you will automatically be entitled to take that period of leave.

You may submit a period of leave notice requesting **discontinuous periods of leave**. For example, the mother and partner could request a pattern of leave from your respective employers that allows you both to alternate childcare responsibilities.

### **Variation or cancellation of period of leave notice**

You can vary or cancel your proposed shared parental leave dates following the submission of a period of leave notice, provided that you provide a written notice not less than eight weeks before any period of leave varied or cancelled by the notice is due to commence.

There is however a maximum of three notifications of a period of leave or variations of a period of leave which will apply. This includes the first notification.

### **Continuous period of shared parental leave**

If you submit a period of leave notice requesting one continuous period of leave, you will be entitled to take that period of leave.



### **Discontinuous periods of shared parental leave**

You may submit a period of leave notice requesting discontinuous periods of leave. For example, you and your partner could request a pattern of leave from your respective employers that allows you to alternate childcare responsibilities.

If you submit a period of leave notice requesting discontinuous periods of leave, we, in the two weeks beginning with the date the period of leave notice was given, can:

- consent to the pattern of leave requested;
- propose an alternative pattern of leave; or
- refuse the pattern of leave requested.

If agreement is reached within those two weeks, you will be entitled to take the leave on the dates agreed.

If no agreement has been reached within that two-week discussion period, you are entitled to take the leave as one continuous period of leave. In that event, you must choose and notify us of an alternative start date for the leave that is at least eight weeks from the date on which the period of leave notice was originally given. Alternatively, if your leave request is refused or no agreement has been reached during the two-week discussion period, you may withdraw a period of leave notice requesting discontinuous periods of leave. A notice for discontinuous leave that has been withdrawn before it is agreed does not count towards the total number of requests for leave that an employee can make.

### **Shared Parental Pay**

If you take SPL in accordance with this policy, you may be entitled to **ShPP** if you are taking SPL during what would have been the maternity/adoption pay period.

### **Eligibility for Shared Parental Pay**

To be eligible for ShPP:

- the mother or adopter must have been entitled to statutory maternity or adoption pay and have returned to work.
- the partner must have been entitled to statutory paternity pay and their partner entitled to statutory maternity or adoption pay or maternity allowance.

In addition, whether you are the mother or the partner, to be eligible for ShPP your average weekly earnings must not be less than the lower earnings limit set by the government.

### **Statutory Shared Parental Pay**

Statutory shared parental pay is available for eligible parents to share between them while on shared parental leave. The number of weeks' statutory shared parental pay available to the parents will depend on how much statutory maternity pay or maternity allowance the mother has been paid when their maternity leave or pay period ends.

A total of 39 weeks' statutory maternity pay, or maternity allowance is available to the mother. As there is a compulsory maternity leave period of two weeks this means that a mother who ends their maternity

leave at the earliest opportunity could share up to 37 weeks' statutory shared parental pay with their (although it will normally be less than this because of the leave that is usually taken before the birth).

Any statutory shared parental pay due during shared parental leave will be paid at a rate set by the Government for the relevant tax year, or at 90% of the employee's average weekly earnings, if this figure is lower than the Government's set weekly rate.

It is up to the parents as to who is paid the statutory shared parental pay and how it is apportioned between them.

### **Contractual Rights and Benefits during ShPP**

During shared parental leave, all terms and conditions of your employment contract will remain unchanged except 'normal pay'.

### **Annual Leave and Shared Parental Leave**

You are entitled to continue to accrue your contractual annual leave entitlement during ShPL. However, annual leave cannot be taken at the same time as ShPL. You must discuss with the line Manager the possibility of taking any untaken annual leave at the start or end of the ShPL. It is important to remember that annual leave can be carried over from one holiday year to another in these circumstances and therefore careful planning of annual leave is essential

### **Pension**

Employer Pension contributions will continue to be made during the period when you are receiving ShPP (This is currently a 39-week period) but not during any period of unpaid additional shared parental leave.

Employer pension contributions will be based on your normal pay, i.e., the salary that you would have received had you not gone on Shared Parental leave.

### **Shared Parental Leave in Touch (SPLIT) days**

You may work (including attending training) for up to twenty "in touch" (or "SPLIT") days during SPL without bringing your SPL or entitlement to ShPP to an end. These are in addition to the 10 "Keeping in Touch" (KIT) days available to the mother while on maternity leave.

You are not *obliged* to undertake any such work during SPL, and we are not obliged to accept requests for SPLIT days.

### **Contact during Shared Parental Leave**

We reserve the right to maintain reasonable contact with you during shared parental leave. This may be to discuss plans for your return to work, to discuss any special arrangements to be made or training to be given to ease your return to work or to update you on developments at work during your absence.

**Returning to work**

Where the total amount of leave taken (including any period of statutory maternity or adoption leave or shared parental leave) is **26 weeks** or less, you are entitled to return to the job in which you were employed before you took the leave.

Where the total amount of leave taken is more than **26 weeks**, you will be entitled to return to the same job or, if that is not reasonably practicable, to another job which is suitable and appropriate for you to do.

**Changing your return date**

If you are unable to return to work from SPL as expected due to sickness or injury, this will be treated as sickness absence and our Sickness Absence Policy will apply.

If you decide not to return to work, you should submit your resignation in accordance with your contract. This will not affect their right to receive ShPP. In any other case, a late return from SPL will be treated as unauthorised absence.

<b>Title:</b>	<b>Health and Safety Policy</b>
<b>Version:</b>	<b>1.2</b>
<b>Date:</b>	<b>March 2021</b>
<b>Reviewed:</b>	<b>March 2021</b>
<b>To be reviewed:</b>	<b>March 2024</b>
<b>Classification:</b>	<b>Public</b>

## 1. Legislative/regulatory context

Charities Act 2011

The Health and Safety at Work etc Act 1974

Fire Precautions Act 1971

Control of Substances Hazardous to Health (CoSHH) Regulations 2002

Employers Liability (Compulsory Insurance) Regulations 1969

Fire Precautions (Workplace) (Amendment) Regulations 2003

Health and Safety (Display Screen Equipment) Regulations 1992

Health and Safety (First Aid) Regulations 1981

Management of Health and Safety at Work Regulations 1999

Reporting of Injuries, Disease and Dangerous Occurrences Regulations 1995 (RIDDOR)

Workplace (Health, Safety and Welfare) Regulations 1992

Provision and Use of Work Equipment Regulations 1998

The Health and Safety Information for Employees Regulations 1989

## 2. Our statement of general policy

- To provide adequate control of health and safety risks arising from work activities
- To provide healthy and safe working conditions
- To provide and maintain safe equipment and systems of work
- To provide training and information as necessary
- To prevent accidents and cases of work-related ill health

The policy will reviewed on a regular basis taking into account any organisational changes and new legislation. Overall and final responsibility is vested in the Board of Trustees.

## 3. Organisation of health and safety

### 3.1 Responsibilities

#### *Overall responsibility*

Overall and final responsibility for health and safety is that of the Trustees of The Dunhill Medical Trust

#### *Day-to-day responsibility*

Day-to-day responsibility for ensuring this policy is put into practice is delegated to the Executive Director (who will delegate as appropriate to the Head of Communities and Governance.

#### *Individual responsibility*

All employees have to:

- co-operate on health and safety matters
- not interfere with anything provided to safeguard their health and safety
- take reasonable care of their own health and safety
- report all health and safety concerns to an appropriate person (as detailed in this policy statement)

### **3.2 Communication of Health and Safety at Work information**

The Trust will communicate information regarding Health and Safety at Work to staff and visitors by means of the Health and Safety poster displayed in the Trust's office.

A master file, clearly labelled and available for inspection, will be kept in the Trust's office with information from the Health and Safety Executive (HSE) on specific areas of health and safety. Additional files for accident reporting and risk assessments will also be kept and available for inspection.

Staff will be consulted on issues of health and safety as appropriate.

### **3.3 Fire Precautions**

The person with overall responsibility for fire precautions within the Trust's office is the Chief Executive, delegated to the Head of Communities and Governance as appropriate.

### **3.4 Insurance**

The person responsible, on behalf of the Trustees, for insuring the activities of the Trust is the Chief Executive, delegated to the Head of Communities and Governance as appropriate.

### **3.5 First Aid**

The person responsible for first aid assessment for the Trust is the Head of Communities and Governance.

### **3.6 Recording and Reporting of Accidents and Incidents**

The person responsible for investigating, recording and reporting accidents and incidents is the Chief Executive, delegated to the Head of Communities and Governance as appropriate.

### **3.7 Risk Assessments**

The Chief Executive, delegated to the Head of Communities and Governance as appropriate, will initially undertake all risk assessments and external expert advice will be sought as and when appropriate.

## **4. Arrangements and Procedures**

### **4.1 Lone Working**

There will be occasions where members of staff will be working alone in the Trust's office.

- a) Employees should not admit anyone to the office who is unknown to them or does not have a prior appointment. Employees should also refrain from telling visitors and telephone callers that they are working alone.
- b) Employees might wish to consider advising a trusted third party (e.g., an employee at another firm based in the building or one of the Trust's advisors if based nearby) when they know they are going to be working alone in the office.
- c) Employees should not attempt any task that would normally require two or more members of staff - for example, moving heavy boxes or equipment, or using a ladder.
- d) All employees should ensure they are aware of the location of the First Aid box, as well as being familiar with the fire evacuation procedure.
- e) Should any employee have concerns or queries whilst working alone, they have contact details of other staff members who they can contact.

#### **4.2 General Fire Safety**

Lenta, as the managing agents for the building, are responsible for arranging the maintenance of all fire related items including:

- the fire detection system
- maintenance of the fire extinguishers (within common parts)
- weekly fire alarm testing
- 6 monthly fire drills
- maintenance of the emergency lighting systems

Contact:

Reception

E: [Nicole.wevers@lentaspace.co.uk](mailto:Nicole.wevers@lentaspace.co.uk)

T: 020 7953 8001

M: 07900 393 098

Regular health and safety and fire risk assessments for the Trust's office are arranged by the Head of Communities and Governance with Tetra Consulting.

#### **4.3 Employer's Liability Insurance and Public Liability Insurance**

All insurance requirements for the Trust are currently arranged via:

PIB Insurance Brokers (Gloucester CaSE-L)

Agent Address: Southgate House, Southgate Street, Gloucester, Gloucestershire GL1 1UB

Policy Number: 012117/05/21

#### 4.4 Risk Assessment

The following risk assessments have been identified as needing on-going review. Others may be added to the list.

- Fire
- Workplace including workstation assessment
- Work related to upper limb disorders (e.g., RSI)
- Working environment
- Slips, trips and falls
- Electricity and electrical equipment
- Working alone
- Manual handling
- Work equipment
- Hazardous substances e.g., cleaning materials, photocopier toner

A five-point method of assessing the risk will be used:

1. Look at the hazard
2. Decide who might be harmed and how
3. Evaluate the risks arising from the hazard and decide whether existing control measures are adequate or if more should be done
4. The findings will be recorded and kept within the health and safety management document. Those affected will be informed
5. The assessment will be regularly reviewed, and changes made if necessary

A comprehensive health and safety risk assessment of the Dunhill Medical Trust's office is carried out biennially by an independent contractor with the next visit taking place in November 2022. Once completed and a full report received the appropriate documents and files will be updated as required.

#### 4.5 Useful points of contact

Health and Safety Executive (HSE)  
Head Office, Redgrave Court, Merton Road  
Bootle, Merseyside L20 7HS

HSE London office  
Rose Court  
2 Southwark Bridge  
London SE1 9HS  
Tel: 020 7556 2201

HSE website – [www.hse.gov.uk](http://www.hse.gov.uk)

Department of Markets and Consumer Protection  
City of London, PO Box 270  
Guildhall  
London EC2P 2EJ  
Tel: 020 7332 3630  
E: [publicprotection@cityoflondon.gov.uk](mailto:publicprotection@cityoflondon.gov.uk)



Remarkable  
research for  
healthy ageing

THE DUNHILL MEDICAL TRUST

## Staff benefits handbook



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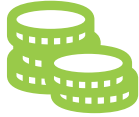
## 1 ANNUAL LEAVE

<p><b>1.1 Annual Leave Year</b></p>	<p>The annual leave year runs from <b>1 January to 31 December</b></p>
<p><b>1.2 Basic Entitlement</b></p>	<p>The basic entitlement for all employees is <b>30</b> days in each annual leave year. (pro rated for part time). You will also be entitled to the usual public/bank holidays.</p>
<p><b>1.3 Ex gratia days</b></p>	<p>Additional days' holiday at the periods of Christmas and Easter may be granted at the absolute discretion of the Trust, with due regard for operational need.</p>
<p><b>1.4 Notification/ taking Annual Leave</b></p>	<p>You should take your holidays at a time or times with due regard for operational need and must be arranged with your line manager on reasonable notice.</p> <p>For health and wellbeing reasons, it is advisable that you spread your annual leave across the calendar year. We also encourage you to take at least one break of at least 5 consecutive working days at some point during the calendar year.</p>
<p><b>1.5 Carrying Forward Annual Leave</b></p>	<p>You are entitled to carry forward a maximum of five days' accrued but untaken holiday entitlement to a subsequent holiday year</p> <p>Any carry forward must be taken by 31 March of the following year, unless agreed specifically with the Chief Executive.</p> <p>No other unused holidays can be carried forward from one year to the next, unless you have been prevented from taking it in the relevant holiday year by one of the following: a period of sickness absence or statutory maternity, paternity, adoption, shared parental, parental or parental bereavement leave.</p> <p>In cases of sickness absence, carry-over is limited to four weeks' holiday per year less any leave taken during the holiday year that has just ended. Any such carried over holiday which is not taken within eighteen months of the end of the relevant holiday year will be lost.</p>
<p><b>1.6 Payment In Lieu of annual Leave</b></p>	<p>You shall have no entitlement to any payment in lieu of accrued but untaken holiday except on termination of the Appointment. The amount of such payment in lieu shall be 1/260th of your salary for each untaken day of the entitlement.</p> <p>If on termination of the Appointment you have taken more holiday than your accrued holiday entitlement, the Trust shall be entitled to deduct the excess holiday pay from any payments due to you calculated at 1/260th of your salary for each excess day.</p>



## 2 SICKNESS ABSENCE PAY

<p><b>2.1 Overview</b></p>	<p>We aim to encourage everyone to maximise their attendance at work while recognising that you will, from time to time, be unable to work because of ill health.</p> <p>If you are unable to work due to ill health, you may be eligible to receive Statutory Sick Pay and Enhanced Sick Pay.</p>
<p><b>2.2 Eligibility Criteria</b></p>	<p>Unless otherwise stated in your contract of employment, payment for sickness absence under both statutory and contractual schemes is subject to you:</p> <ul style="list-style-type: none"> <li>• having followed the ‘sickness absence reporting procedures as set out in the staff Handbook; and</li> <li>• providing the appropriate evidence of incapacity (self-certification/statement of fitness to work).</li> </ul> <p>Absence that has not been notified according to the sickness absence reporting procedure will be treated as unauthorised.</p> <p>Please refer to the Employee Handbook Sickness Absence Policy for full details relating to sick leave.</p>
<p><b>2.3 Payments</b></p>	<p><b>Statutory Sick Pay (SSP)</b></p> <p>SSP is payable from the fourth ‘qualifying day’ (the days you normally are required to work). The first 3 qualifying days are called ‘waiting days’ and are unpaid. SSP is payable for up to 28 weeks.</p> <p>Eligible employees will receive SSP for absence on the days that they would normally work.</p> <p><b>Enhanced Sick Pay (ESP)</b></p> <p>Subject to you meeting the eligibility criteria referred to above, Enhanced Sick Pay will be paid as set out below. For the avoidance of doubt, any payment of Enhanced Sick Pay will be inclusive of any SSP that you may be entitled to for the same period.</p> <p>In any rolling 52 week period:</p> <ul style="list-style-type: none"> <li>• 26 weeks at your normal basic rate of pay</li> <li>• 26 weeks at 50% of your normal basic rate of pay</li> </ul> <p>The calculation of Enhanced Sick Pay will take into account any previous payments of Enhanced Sick Pay made in the 12 months immediately prior to the first day of the current sickness absence.</p>



### 3 PENSION CONTRIBUTIONS

<p><b>3.1 Overview</b></p>	<p>We will contribute an annual sum equivalent to 12% of your gross salary to a pension scheme of your choice provided always that such chosen scheme satisfies the requirements of a registered pension scheme for the purposes of Part 1 of the Pensions Act 2008.</p> <p>If you fail to identify a compliant scheme, we will comply with such obligations under the Pensions Act 2008 as shall apply from time to time.</p> <p>A cash alternative will not be available to employees who decide to opt out of a pension scheme.</p>
<p><b>3.2 Auto Enrolment</b></p>	<p>Automatic enrolment is a government initiative to encourage more people to save for their retirement through a pension scheme at work.</p> <p>The legislation makes it compulsory for employers to <b>automatically</b> enrol eligible workers into a pension scheme.</p> <p>The employer must pay a minimum of 3% into the scheme and the employee must also contribute to the scheme.</p> <p>The minimum contribution that must be made into your pension scheme (combining employer and employee contributions), as set out by the government, is currently 8% and the level of contribution currently made by the Trust meets this requirement.</p> <p>If you cease to be a member of the scheme for any reason, for example if you opt out, the Trust will <u>re-enrol</u> you automatically into a pension scheme as and when required by law and you will be notified accordingly.</p>
<p><b>3.3 Salary sacrifice</b></p>	<p>You may choose to make additional contributions to your pension. We have established a salary sacrifice arrangement which enables you to do so in a tax-efficient way. Further details are provided in the appendix to this Handbook. If you wish to take advantage of this arrangement, please speak to the Chief Executive.</p>
<p><b>3.4 Changes to personal details</b></p>	<p>It is your responsibility to keep the Pension Provider informed of any changes to your personal details, e.g., name change, marital status, change of address or pension beneficiary.</p>



## 4 HEALTH CASH PLAN

<b>4.1 Overview</b>	Eligible employees can benefit from a Health Cash Plan. Our chosen supplier is Medicash and we will pay for a Solo Plan at the Gold level of its Active cover. This works by reimbursing you for out-of-pocket health care costs such as dental treatment, optical care, physiotherapy and offers discounted gym membership and more. You will also have access to a range of online wellbeing tools together with confidential health and stress related helplines which can be accessed via telephone on 0345 565 1851 or by visiting visit <a href="http://www.medicash.org/wellness">www.medicash.org/wellness</a> (Username: Medicash) You will be sent full details of the scheme on joining us.
<b>4.2 Can I add family members?</b>	Up to four dependent children can be covered free of charge on your policy up to their 16 <sup>th</sup> birthday (or 19 <sup>th</sup> birthday if in full time education). You can choose to add your partner at your own expense.
<b>4.3 Cost for additional cover?</b>	You can also choose to upgrade to higher levels of cover at your own expense.
<b>4.4 Scheme terms – what is covered and how do I make a claim?</b>	Full details of the scheme rules and what costs can be reimbursed will be provided when you are enrolled and a summary of cover may be found in the appendix to this handbook.  You will be able to submit claims on the go, view a summary of your claims, update bank details and quickly access your other benefits all via the My Medicash App. Simply go the App store on your mobile device, download Medicash
<b>4.5 Tax status</b>	This benefit is taxed as a “benefit in kind”. We will assist you in providing the necessary documentation. Please ask the Chief Executive for details of the arrangements in place.
<b>4.6 Can I opt out?</b>	You may choose to do so but there is no cash alternative.



## 5 EMPLOYEE ASSISTANCE (EAP) PROGRAMMES

<b>5.1 Medicash EAP</b>	Independent and confidential health and stress related helplines are provided by Medicash and can be accessed via telephone on 0345 565 1851 or by visiting visit <a href="http://www.medicash.org/wellness">www.medicash.org/wellness</a> (Username: Medicash).
<b>5.2 YuMatter EAP</b>	<p>The YuMatter Employee Assistance Programme (EAP) is a mental and emotional support service, with 24/7 live answer by a clinician, as well as short-term counselling and life coaching. It provides support with mental, financial and professional wellbeing.</p> <p>You can access YuMatter in the YuLife app by clicking the menu in the top left corner and then clicking Wellbeing Hub.</p>



## 6 YULIFE – WELL-BEING PROGRAMME

<b>6.1 What is YuLife?</b>	All employees have access to the Yulife App. We provide an income protection plan and Group Life Cover via YuLife. But YuLife also encourages you to start tracking your well-being activity which in turn earns you a range of other benefits.
<b>6.2 How to I access the YuLife benefits?</b>	<p>You'll receive an email on your work account with a registration link and further instructions. If you cannot find the email, please scan the QR code or go to <a href="http://members.yulife.com/">http://members.yulife.com/</a> to create an account.</p> <p>There are lots of discounts and rewards available. Simply Download the YuLife App, start tracking your wellbeing activity and start getting rewarded. You can earn YuCoin for your daily activity, and redeem for vouchers from your favourite retail brands.</p>
<b>6.3 YuLife Employee Assistance Programme</b>	<p>YuMatter is a confidential employee assistance programme designed to support your mental, financial, and professional wellbeing</p> <p>Its mental and emotional support service, with 24/7 live answer by a clinician, as well as short-term counselling and life coaching</p> <p>You can access YuMatter in the YuLife app by clicking the menu in the top left corner and then clicking Wellbeing Hub</p>
<b>6.4 YuDoctor</b>	<p>YuLife also provides access to a virtual GP service which is available 24 hours a day, 7 days a week, 365 days a year. It provides unlimited advice, reassurance and, where appropriate, diagnosis and can be accessed from anywhere in the world.</p> <p>You can access YuDoctor in the YuLife app by clicking the menu in the top left corner and then clicking Wellbeing Hub.</p>
<b>6.5 YuLife Will Writing Service</b>	As a YuLife member you can write your will for free (RRP £90) with the UK's #1 will-writer Farewill by signing up online and completing their will in less than 10-minutes. Members have unlimited access to live and phone chat support 7 days a week as well as expert checking to make sure all wishes are clear.
<b>6.6 Help and Support with the App</b>	<p>Just click the 'chat' option in the app menu and our customer service team will be there to answer any questions.</p> <p>Alternatively, email <a href="mailto:support@yulife.com">support@yulife.com</a></p>



## 7 GROUP INCOME PROTECTION

<b>7.1 Overview</b>	Group Income Protection (GIP) is an insurance policy that is designed to replace a proportion of your salary in the event that you are unable to work through serious ill health.
<b>7.2 Eligibility criteria</b>	We provide Group Income Protection (GIP) to all permanent employees between the ages of 16 and the day before the State Pension Age. Entry is immediate upon commencement of employment.
<b>How does it work?</b>	<p>In the event you are absent due to ill health, we will make you aware if your situation may mean you are approaching eligibility for payments through the GIP scheme.</p> <p>We will liaise with the scheme providers to establish eligibility, and to submit a claim where necessary. In the event of a successful claim, you will receive a monthly benefit equivalent to approximately 50% of your salary. This benefit is subject to income tax.</p> <p>There is a 26-week deferral period, which means that you will need to have been unable to work for 26 consecutive weeks in order for the insurer to consider a claim.</p> <p>See also Sickness Absence Pay.</p>





## 8 GROUP LIFE ASSURANCE

<b>8.1 Overview</b>	<p>We provide a Group Life Assurance Scheme (GLA) to assist with the immediate financial stability of your family in the event of your death while you are employed by us. Our chosen provider is YuLife.</p> <p>All employees aged from 16 up until the day before they reach State Pension Age are included in the GLA scheme from employment commencement.</p>
<b>8.2 How does it work</b>	<p>In the event of your death whilst employed by us, a lump sum of 3 x your base annual salary will be distributed to your named beneficiaries.</p> <p>This lump sum is usually paid tax-free. You should ensure that you have nominated beneficiaries and you should consider reviewing these beneficiaries following significant life events such as marriage or divorce.</p>
<b>8.3 Updating the details of my beneficiaries</b>	<p>If you want to review or update the details of your beneficiaries, you can do so through the YuLife app.</p>



## 9 EYESIGHT TESTS AND DISPLAY SCREEN EQUIPMENT (DSE)

<b>9.1 Overview</b>	<p>It is essential that those undertaking daily work at screens and monitors ('display screen equipment') have regular eye tests to ensure that their eyesight is being protected.</p> <p>We will contribute towards eye tests and will also provide part-funding for spectacles if they are required to be worn for display screen equipment purposes only.</p>
<b>9.2 Who is eligible?</b>	<p>All employees, who have successfully completed their probationary period, can apply for eye test reimbursement.</p>
<b>9.3 How will I be reimbursed?</b>	<p>Reimbursement is through the normal expense system, on condition that a valid receipt is provided along with the signed form.</p> <p>Alternatively, you may apply for reimbursement through the Medicash Health Cash Plan Scheme (see Section xxx for details)</p>
<b>9.4 Can I opt out?</b>	<p>You can choose not to apply for reimbursement but there is no cash alternative.</p>



## 10 ENHANCED FAMILY LEAVE AND PAY

<b>10.1 Overview</b>	<p>Staff with a minimum of two years' continuous service at the end of their "qualifying week" will be eligible to receive enhanced Family Leave Pay.</p>								
<b>10.2 Payments</b>	<p>In relation to parenthood, we want to ensure that our staff can be supported to spend time with their children in their early months and we respect the equal roles of all caregivers, regardless of gender or sexual orientation, in doing so.</p> <p>Staff who qualify for enhanced family leave pay will be paid as detailed in the table below.</p> <table border="1" data-bbox="491 712 1297 875"> <thead> <tr> <th>Weeks</th> <th>% of basic salary</th> </tr> </thead> <tbody> <tr> <td>First 26 weeks</td> <td>100%</td> </tr> <tr> <td>Next 13 weeks</td> <td>50%</td> </tr> <tr> <td>Thereafter</td> <td>0</td> </tr> </tbody> </table> <p>If you wish to take a period of maternity, paternity or adoption leave followed by one or more periods of shared parental leave, you are entitled to a maximum of 26 weeks at 100% of your normal basic salary and 13 weeks at 50% of your normal basic salary, when any periods of enhanced maternity, paternity, adoption and shared parental pay are combined.</p> <p>Any enhanced payments will be inclusive of any entitlements to statutory leave and payments that the employee may be entitled to for the same period.</p>	Weeks	% of basic salary	First 26 weeks	100%	Next 13 weeks	50%	Thereafter	0
Weeks	% of basic salary								
First 26 weeks	100%								
Next 13 weeks	50%								
Thereafter	0								
<b>10.3 Eligibility Criteria</b>	<p>The qualification criteria for maternity, paternity and adoption leave are set out in the Appendix to the Staff Handbook.</p> <p>Return to employment can be under different terms and conditions from your original position e.g., return to part time hours from full time hours if agreed by management.</p> <p>Please refer to the Staff Handbook for full details relating to family leave.</p>								



## 13 ENHANCED CARER'S LEAVE AND PAY

<p><b>13.1 Overview</b></p>	<p>We know that caring can be unpredictable and emotionally upsetting. You may acquire caring responsibilities overnight or they may develop over time. With routine childcare, the child's journey is more predictable as they grow older, go to school and become more independent. The milestones of caring may go in the opposite direction, for example an older relative may become more frail and dependent over time, and a disabled child may continue to have significant support needs when they become an adult.</p> <p>There is a range of options for you to consider which allow you to meet your caring responsibilities. Emergency time off and flexible working are available to our staff from Day 1.</p>								
<p><b>13.2 Payments</b></p>	<p>We provide the following enhanced support available to staff who have dependents with long-term/permanent care needs.</p> <ul style="list-style-type: none"> <li>• Staff members with up to two years' service will be entitled to take up to five days paid Carer's Leave per year.</li> <li>• Staff members with over two years' service, will be entitled to:</li> </ul> <table border="1" data-bbox="491 1149 1299 1310"> <thead> <tr> <th>Weeks</th> <th>% of basic salary</th> </tr> </thead> <tbody> <tr> <td>First 26 weeks</td> <td>100%</td> </tr> <tr> <td>Next 13 weeks</td> <td>50%</td> </tr> <tr> <td>Thereafter</td> <td>0</td> </tr> </tbody> </table> <p>Enhanced Carer's Leave is capped at a maximum of 52 weeks in any three-year period.</p>	Weeks	% of basic salary	First 26 weeks	100%	Next 13 weeks	50%	Thereafter	0
Weeks	% of basic salary								
First 26 weeks	100%								
Next 13 weeks	50%								
Thereafter	0								
<p><b>13.3 Eligibility Criteria</b></p>	<p>Staff members with a minimum of two years' service are entitled to the higher rate of pay and leave entitlement, as set out above.</p> <p>Return to employment can be under different terms and conditions from your original position e.g., return to part time hours from full time hours if agreed by management.</p>								

## APPENDIX

All receipts are paid at 100%, up to annual limits

		Bronze	Silver	Gold	Platinum	Platinum+
<b>Solo Plan</b> – Cover for you and up to 4 dependent children	£ per month	£6.95	£13.90	£22.25	£33.40	£41.75
<b>Dual Plan</b> – Cover for you, your partner and up to 4 dependent children	£ per month	£12.85	£25.70	£41.05	£61.20	£76.50

Covering the everyday essentials...

Cashback

	Cashback		Bronze	Silver	Gold	Platinum	Platinum+
<b>Optical</b> <b>yearly maximums</b> Covering eye tests, glasses, contact lenses and laser eye surgery	100%	per adult per child	£50 £25	£100 £50	£150 £75	£200 £100	£250 £125
<b>Routine Dental</b> <b>yearly maximums</b> <sup>1</sup> Including check-ups, hygienist fees, fillings, crowns and bridges	100%	per adult per child	£50 £25	£100 £50	£160 £80	£240 £120	£300 £150
<b>Specialist Consultation &amp; Diagnostic Tests</b> <b>yearly maximums</b> Access to quicker consultations and CT, MRI and PET scans	100%	per adult per child	£100 £50	£200 £100	£300 £150	£450 £225	£550 £275
<b>Complementary Therapies</b> <b>yearly maximums</b> <sup>2</sup> Covering physiotherapy, acupuncture, osteopathy, and chiropractic treatment	100%	per adult per child	£150 £75	£230 £115	£300 £150	£400 £200	£450 £225
<b>Alternative Therapies</b> <b>yearly maximums</b> <sup>2</sup> Including homeopathy, reflexology, Bowen & Alexander technique, Indian head massage, reiki and hypnotherapy	100%	per adult per child	£30 £15	£50 £25	£70 £35	£90 £45	£100 £50
<b>Prescriptions, Inoculations &amp; Flu Jabs</b> <b>yearly maximums</b>	100%	per adult	X	£10	£15	£20	£20
<b>Chiropody</b> <b>yearly maximums</b> <sup>2</sup>	100%	per adult	£20	£30	£40	£50	£50
<b>Health Screening</b> <b>yearly maximums</b> <sup>2</sup>	100%	per adult	X	£50	£100	£150	£150

Better care doesn't have to come at a cost...

		Bronze	Silver	Gold	Platinum	Platinum+
<b>Hospital Inpatient</b> <b>per night</b> <sup>3</sup> Up to 20 nights per annum, excludes first night and single night stays	per adult per child	£20 £20	£30 £30	£40 £40	£50 £50	£50 £50
<b>Hospital Daycase</b> <b>per visit</b> Up to 10 days per annum	per adult per child	£20 £20	£30 £30	£40 £40	£50 £50	£50 £50
<b>Birth or Adoption of a Child</b>	per baby	£125	£250	£400	£600	£750
<b>Best Doctors® InterConsultation™ Programme</b> Access Best Doctors via the My Medicash App or call 0345 565 1852*		X	✓	✓	✓	✓

Peace of mind for the worst case scenario...

		Bronze	Silver	Gold	Platinum	Platinum+
<b>Personal Accident Cover</b> <b>maximum sum covered</b> For a full breakdown of cover see the Personal Accident Group Policy document available on request or via the My Medicash app. Cover ceases on your 66th birthday	per adult per child	£10,000 £10,000	£15,000 £15,000	£24,000 £24,000	£36,000 £36,000	£45,000 £45,000

Plus you can access all these great benefits via the Medicash App...

<p><b>SkinVision</b></p> <p>Check your skin spots and moles regularly for the early signs of skin cancer. Simply access via the My Medicash App</p>	<p><b>Virtual GP &amp; Prescription Service</b><sup>4</sup></p> <p>All adults covered under the policy have access to discounted virtual GP appointments. Access this benefit via the My Medicash App</p>	<p><b>Digital Physiotherapy by Phio</b></p> <p>Assessment and tailored self-management programmes designed to optimise your recovery journey. Find out more and access via the My Medicash App</p>	<p><b>mProve YOURSELF</b></p> <p>Improve your body and mind with a range of wellbeing tools for a happier, healthier you. Including physical exercises, guided meditations, self-help courses &amp; more. Access via the My Medicash App</p>	<p><b>Discounted Gym Membership</b></p> <p>Access via the My Medicash App or visit <a href="http://www.medicash.org/gymdiscount">www.medicash.org/gymdiscount</a> (ref: MED)</p>	<p><b>Health &amp; Stress Related Helplines</b><sup>*</sup></p> <p>Access via the My Medicash App, call 0345 565 1851* or visit <a href="http://www.medicash.org/wellness">www.medicash.org/wellness</a> (Username: Medicash)</p>	<p><b>Medicash Extras - Discount Portal</b></p> <p>Access via the My Medicash App or visit <a href="http://www.medicash.org/extras">www.medicash.org/extras</a> to start saving</p>
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**Full Access to the 'MY MEDICASH' APP**

Submit claims on the go, view a summary of your claims, update bank details & quickly access your other benefits.

**CASHBACK**

**100%**

**OF RECEIPTS PAID**

**up to annual maximum**

Medicash's fast claims payment reimburses the full cost of your treatment, as long as the amount falls within your plan's annual limits.

**Cover for Children is FREE**

**ON ALL LEVELS**

Up to four dependent children can be covered free under your policy, up to their 16th birthday or 19th birthday if in full time education.

<sup>1</sup> Half of the annual limit can also be claimed towards dental care plan fees.  
<sup>2</sup> Medicash do not cover Complementary and Alternative Therapies, Chiropody or Health Screens which are arranged, paid or facilitated through your employer or by another employee.  
<sup>3</sup> We will pay up to a maximum of 30 nights inpatient stay in any three year consecutive benefit period where you have been hospitalised for the same condition. This will not affect your right to claim for inpatient stays related to other conditions.  
<sup>4</sup> Children under 16 for which you have parental responsibility and are covered under your policy can access this benefit with you.

**Medicash offers continuous cover for those employees already covered by a previous company paid cash plan before the Medicash plan start date.** New policyholders will not be covered for the Birth of a Child benefit or for any Hospital Stays relating to a pre-existing condition during the first 12 months of their policy. All policyholders will be paid at the lower rate for the Birth of a Child and Hospital Stays relating to a pre-existing condition for 12 months following an increase to their level of cover.

\* Calls to 03 numbers are no more expensive than calling numbers starting with 01 or 02 and are included in free call packages from landlines or mobiles.